

50-1

Agenda Item #:

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

Meeting Date:	July 12, 2016	<input type="checkbox"/> Consent	<input checked="" type="checkbox"/> Regular
		<input type="checkbox"/> Ordinance	<input type="checkbox"/> Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve:

- A) Termination of Emergency Contract #750721/MB with Norred and Associates, Inc.,; and
- B) Emergency Contract #750749 with Norred & Associates, Inc. in the amount of \$1,976,182.15 for uniformed security guard services for general locations throughout Palm Beach County.

Summary: On June 1, 2016, the County Administrator approved the cancellation of Invitation for Bid ("IFB") 16-019/MB for uniformed security guard services for various locations throughout Palm Beach County because the County received three (3) non-responsive bids. Since 2013, Facilities Development & Operations (FDO), Purchasing Department and the Office of Small Business Assistance (OSBA) have had lengthy discussions and meetings regarding vendor and other related issues resulting from the bifurcation of one uniformed security guard contract. After two voluntary vendor separations and a bid cancellation, FDO, Purchasing and OSBA have jointly come to the conclusion that it is in the best interest of the County to recommend that the Uniformed Security Guard Contract for Judicial Locations and the Uniformed Security Guard Contract for General Locations be recombined into a single solicitation; and an emergency contract with Norred & Associates (Norred) be recommended to provide for the services until the conclusion of the new solicitation. This emergency contract will not only provide the County with the continuation of security services, but will allow sufficient time to create the new all-encompassing IFB. The new solicitation will include: 1) a requirement to develop a subcontractor mentoring program, and 2) a 20% SBE requirement. Norred has agreed to honor the terms and conditions of its 2013 bid proposal with price adjustments pursuant to that solicitation resulting in a contract price of \$1,976,182.15. The term of this emergency contract is for twelve (12) months. Funding for this contract is from a variety of operating departments with different funding sources. Norred is a non-SBE vendor who has committed twenty percent (20%) SBE participation by utilizing an SBE subcontractor. Norred is located in Palm Beach County. **(FDO/Purchasing) Countywide (LDC)**

Background & Policy Issues: Attachment No. 1 to this Item describes the contract history of the Uniformed Security Guard Services, General Locations from the time it was bifurcated from the Uniformed Security Guard Services, Judicial Location contract as well as the circumstances leading up to the cancellation of IFB 16-019/MB.

In accordance with Palm Beach County Code, Chapter 2, Article III, Sec. 2-54(f)(4), Emergency purchases, the Director of Purchasing, upon receipt of written verification of the emergency circumstance by the Director of the County Department or Designee, may authorize emergency purchases. Emergency purchases are defined as "a procurement made in response to a need when the delay incident to complying with all governing rules, regulations, or procedures would be detrimental to the interests, health, safety, or welfare of the County."

Continued on Page 3

Attachments:

1. Cancellation of Invitation for Bid After Opening (16-19/MB) and Notice of Intent to Re-Solicit dated 6/1/16
2. Emergency Contract #750749

Recommended By:	<u>SB <i>Annun Wurf</i></u>	<u>6/20/16</u>
	Department Director	Date
Approved By:	<u><i>Verdene C. Baker</i></u>	<u>7/8/16</u>
	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures					
Operating Costs	\$414,999	\$1,561,184			
External Revenues					
Program Income (County)					
In-Kind Match (County)					
NET FISCAL IMPACT	\$414,999	\$1,561,184			
# ADDITIONAL FTE POSITIONS (Cumulative)					
Is Item Included in Current ^{and Proposed} Budget:	Yes	X	No		
Budget Account No:	Fund	Dept	Unit	Object	
	Program				

B. Recommended Sources of Funds/Summary of Fiscal Impact: The fiscal impact expressed above represents the total value of the contract by fiscal year. That total contract amount is allocated to a department (and in some cases non-ad valorem funding source) by guard category and number of hours per use. The remainder of the contract value is contingency for project work, special events and fire watches and is allocated based on actual usage.

Security Contract Locations	Existing Costs for FY16	New Costs For FY17
Community Services	\$305,959.04	\$315,137.81
Libraries	\$191,950.08	\$400,000.00
Fixed Assets	\$1,945.44	\$2,500.00
Palm Tran	\$329,385.82	\$649,502.52
PBIA	\$317,260.80	\$326,778.62
Parks	\$30,539.03	\$36,850.00
WUD	\$84,753.50	\$140,000.00
FDO	\$65,413.20	\$105,413.20

While not directly related to this award, the current 2017 proposed budget does not include any contingency for increased bid prices (this contract and/or the Judicial Locations) resulting from the new solicitation and the 2.5 months remaining in FY 17. When the prices from the new solicitation are received, Staff will make a recommendation as to how to cover any shortfalls, if any.

C. Departmental Fiscal Review: _____

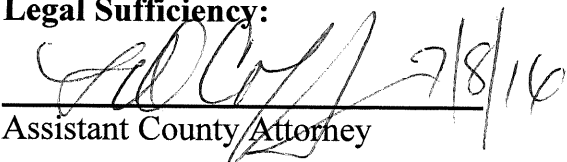
III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development/Comments:


OFMB 6/27/16
6/27/16


Contract Development and Control 7/8/16
7/8/16

B. Legal Sufficiency:


Assistant County Attorney 7/8/16

C. Other Department Review:

Department Director

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

Since 2013, FDO, Purchasing Department and OSBA have had lengthy discussions and meetings regarding vendor and other related issues resulting from the bifurcation of the historic one uniformed security guard contract. After two voluntary vendor separations and a bid cancellation, FDO, Purchasing and OSBA have jointly come to the conclusion that it is in the best interest of the County to recommend that the Uniformed Security Guard Contract for Judicial Locations and the Unformed Security Guard Contract for General Locations be recombined into a single solicitation; and an emergency contract with Norred & Associates (Norred) be recommended to provide for the services until the conclusion of the new solicitation. This emergency contract will not only provide the County with continuous service, but will give the County staff the time necessary to create a new all encompassing IFB.

The following table illustrates Norred’s 2013 bid prices escalated per the terms of the IFB and in effect until October 27, 2016. After that date and through the term of this contract the rates will be escalated by 3%.

Security Guard Levels	2016 Security (Existing) Guard Hourly Rates
Guard A (General Govt.)	\$15.44
Guard B (Airports TSA)	\$16.20
Guard C (Armed)	\$16.90
Site/Field Supervisor	\$17.58

The fiscal impact per funding source for the term of this contract is shown on Page 2 of the item. The contract’s total capacity also includes the addition of a dedicated supervisor at Palm Tran sites.

The separate contract for Uniformed Security Guard Services, Judicial locations, which is also held by Norred, will per the terms of that contract, be terminated early to coincide with the start date of the new combined contract resulting for the solicitation. Assuming that the Norred Judicial locations contract (# 13-063) is renewed in October of 2016, the Judicial locations contract would otherwise terminate on October 13, 2017.

Purchasing, FDO and OSBA all concur that the integrity and spirit of the SBE program will remain intact and better served in the new IFB which will include: 1) 20% SBE requirement, which is greater than the 15% contained in the Ordinance, and 2) a requirement to develop a subcontractor mentoring program approved by OSBA.

Since 2013 and more frequently in the last 9 months, Allied Barton Security Services has had meetings and telephone conversations with Departmental staff, and requested (and in the same cases held) meetings with the County Administrator and the Board of County Commissioners advocating the position that a Request for Proposal (RFP) process be utilized for the uniform guard services solicitation in lieu of an IFB. Staff does not agree. FDO/ESS has detailed specifications/post orders, contract administration and performance compliance requirements with the County’s uniformed security guard needs. These specifications, administration and performance compliance requirements were exhaustively developed in 2011-2013 and represent a cooperative effort of FDO, PBSO, the Court, and various user departments to incorporate best practices, site specific responsibilities and conditions, a multi-layered training program and (for the Judicial locations) a reported and active administered performance testing requirements. The IFB procurement process addresses the County’s needs and ensures that those needs are met in a competitive price venue.



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**INTEROFFICE COMMUNICATION
PALM BEACH COUNTY**

DATE: June 1, 2016

TO: Verdenia C. Baker, County Administrator

THRU: Nancy Bolton, Assistant County Administrator

FROM: Kathy Scarlett, Director
Purchasing Department

RE: **Cancellation of Invitation for Bid After Opening and
Notice of Intent to Re-Solicit**

Approval is requested to cancel Invitation for Bid # 16-019/MB, Term Contract for Uniformed Security Guard Services, General Locations ("IFB"), which opened on May 19, 2016. This request is made in accordance with Palm Beach County Code, Chapter 2, Article III, Section 2-54(c)(5).

Three (3) bidders submitted bids in response to the IFB. The evaluation process, conducted by the Purchasing Department in conjunction with the Facilities, Development and Operations Department's Division of Electronic Security Systems ("FDO/ESS"), rendered all three (3) bidders non-responsive to the IFB. Specifically, the material discrepancies to the requirements of the IFB included:

- Giddens Security Corporation was deemed non-responsive to the IFB's Bidder Qualification Package ("BQP" or "Step 1 of the IFB process") for failing to demonstrate its minimum past experience and its usage of a sub-contractor(s) to fulfill its previous contractual requirements. The sub-contractor(s) requirement, as set forth in the BQP, was necessary in order to facilitate the County's SBE participation goal and to satisfy the SBE mentoring requirement. Because Giddens was deemed non-responsive to the BQP, it was not permitted to submit a bid in Step 2 of the IFB process;

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- Norred & Associates, Inc. ("Norred") was deemed non-responsive to the IFB because it included an erroneous unit price in its bid, which, according to the Purchasing Code, *shall not* be corrected after bid submission; and,
- USI Security Services, Inc. ("USI") was deemed non-responsive to the IFB because it also failed to satisfy the SBE mentoring requirement.

It is the intent of the Purchasing Department and FDO/ESS to re-solicit an IFB for Uniformed Security Guard Services. The re-solicited IFB will encompass Uniformed Security Guard Services for all general locations included in this cancelled IFB as well as all judicial locations currently included in Contract # 13063A. This new all-encompassing IFB will be re-solicited as soon as possible. Tonya Johnson, Director of the Office of Small Business Affairs ("OSBA") is in concurrence with this determination and direction. For your information, pages Three and Four of this Interoffice Communication include an Attachment, which is a detailed history pertaining to the procurement of the County's Uniformed Security Guard Services to date.

Pursuant to Florida law, please note that the bids received in response to this cancelled IFB are *not* public record until such time that a Recommended Award for the *re-solicited* IFB has been posted OR twelve (12) months from the date of this approved Cancellation of Invitation for Bid After Opening and Notice of Intent to Re-Solicit, whichever occurs first.

For ease in executing this matter, please indicate your approval / disapproval in the space provided below and return this document directly to me at your earliest convenience.

APPROVED: VC Baker DISAPPROVED: _____ DATE: 6/2/16

COMMENT: _____

KMS

Attachment

cc: Samara Cooper, Assistant Director, Purchasing
Tammy Smith, Purchasing Manager
Marva Brown, Senior Buyer, Purchasing
Audrey Wolf, Director, FDO
Nancy Albert, Director, ESS/FDO
Stephanie Beskovoyne, Business and Community Agreements Manager
Tonya Johnson, Director, OSBA
Karen Mayer, Contract Oversight Specialist II, OIG

Attachment

History of the County's Procurement of Uniformed Security Guard Services

In the early 1990s, the County began outsourcing a portion of its security services and contracted with one (1) security company for all uniformed security guard needs at the judicial locations as well as all other locations countywide. Throughout the years, uniformed security guard services have consistently been procured through the Invitation for Bid ("IFB") procurement process, which is utilized when the County has clearly defined specifications that meet our particular needs. Ultimately, price is the determining factor for award of a contract resulting from the IFB procurement process.

Beginning in 2012, FDO/ESS re-evaluated this one (1) contract approach because it became apparent that the County had a few certified Small Business Entity ("SBE") security firms that could provide uniformed security guard services. However, none of the certified SBE security firms had the capability of meeting all the County's uniformed security guard needs as a prime, particularly at the judicial locations. Therefore, FDO/ESS decided to separate the uniformed security guard services required for the judicial locations from those required for general locations within the County (i.e., Palm Tran, Libraries, Airports, etc.). Although additional contract administration work would be required of County staff, FDO/ESS believed it to be an excellent business opportunity for the County's SBEs.

Thus, in 2013, the County entered into two (2) separate contracts for uniformed security guard services. Norred was awarded Contract # 13063A for uniformed security guard services at the County's judicial locations; and, A & Associates d/b/a A & A was awarded Contract #13064 for uniformed security guard services at the County's general locations. Both contracts were for a total term of five (5) years, including renewals.

In February 2014, A & A, a certified SBE, and the County agreed that A & A could not successfully provide the services, as required, under the contract. Thus, the County terminated A & A's contract and entered into a contract (Contract #13064A) with USI, the next lowest bidder. In October 2015, USI, a certified SBE and the County agreed that USI could not successfully provide the services, as required, under the contract. Thus, the County terminated USI's contract. Due to the Purchasing Code's time constraint with regard to the award of contracts, the County entered into an emergency contract (Contract # 750721) with Norred, the third low bidder under the original solicitation, for uniformed security guard services for the County's general locations. Norred's emergency contract expires in October 2016.

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Earlier this year, FDO/ESS, the Purchasing Department, and OSBA worked diligently in preparing a new IFB for uniform security guard services for the County's general locations. This new IFB included a fifteen percent (15%) SBE sub-contractor participation goal *as well as* mandatory mentoring of an SBE sub-contractor by the Prime Contractor, whether or not the Prime Contractor is an SBE itself. OSBA hosted a "Meet and Greet" for all security firms, SBE and non-SBE, to meet each other and learn about the upcoming solicitation. This was followed by an OSBA sponsored and FDO/ESS led contract management workshop to provide detailed insight into the contract management requirements for this contract.

In addition, FDO/ESS and the Purchasing Department held a Mandatory Pre-Bid Meeting for all interested bidders, which provided detailed and specific information relative to the solicitation. As explained in the Cancellation of Invitation for Bid After Opening and Notice of Intent to Re-Solicit, which is on Pages One and Two of this Interoffice Communication, the County received three (3) bids in response to the IFB. All three (3) bids were deemed non-responsive to the solicitation.

Since 2013, FDO/ESS, the Purchasing Department, and OSBA have had lengthy discussions and meetings regarding vendor and other such issues resulting from the bifurcation of the one (1) uniformed security guard services contract. At this point, FDO/ESS, the Purchasing Department, and OSBA have come to the conclusion that it is in the best interest of the County to jointly recommend that: 1) the Uniformed Security Guard Contract for Judicial Locations (which expires in October 2017) and the Uniformed Security Guard Contract for General Locations be re-combined into a single solicitation; and 2) the emergency contract currently in place with Norred for uniformed security guard services for the County's general locations, be extended through October 2017. This extension of the existing emergency contract, which would need to be approved by the BCC, would coincide with the end of the term of Norred's contract at the County's judicial locations. The foregoing will not only provide the County with continuous service, it will give County staff the time necessary to create a new all-encompassing IFB.

The Purchasing Department, FDO/ESS, and OSBA all concur that the integrity and spirit of the SBE Program will remain intact in the new IFB, which will: (1) mandate twenty percent (20%) SBE sub-contracting participation; and, (2) require a structured mentoring program for the SBE sub-contractor.

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Nancy Bolton, Assistant County Administrator
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Lastly, it has been noted that at least one (1) security company has requested meetings with Board Members and the County Administrator in order to lobby that the Request for Proposal process be utilized for the uniform security guard services solicitation in lieu of an IFB. Staff does not agree. As mentioned above, FDO/ESS has detailed specifications, and contract administration and performance compliance requirements with regard to the County's uniformed security guard needs. Such detailed specifications are in line with the IFB process. We know what we want, what we expect, and the qualifications required to meet those needs. The IFB procurement process addresses our specific needs and ensures that those needs are met in a competitive price venue.

If you have any questions, please contact me directly.

**EMERGENCY CONTRACT #750749
FOR UNIFORM SECURITY GUARD SERVICES, GENERAL LOCATIONS**

This Emergency Contract #750749 ("Emergency Contract") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Norred & Associates, Inc., 1003 Virginia Ave., Suite 200, Atlanta, Georgia, 30354, a corporation authorized to do business in the State of Florida ("Norred").

WITNESSETH

WHEREAS, the County has an emergency need for uniform security guard services previously provided by USI Security Services, Inc. per Invitation for Bid (IFB) #13-064/MB; and

WHEREAS, Norred was the next lowest responsive, responsible bidder on IFB #13-064/MB and had agreed to comply with terms of IFB #13-064/MB and honor its 2013 bid response throughout the term of Emergency Contract #750721 while a new IFB was prepared and solicited; and

WHEREAS, IFB #16-019/MB Uniformed Security Guard Services -Various Locations resulted in three (3) non-responsive bids and IFB #16-019/MB was subsequently cancelled; and

WHEREAS, the Purchasing Director provided notice of the County's intent to re-solicit the services, and

WHEREAS, the County continues to have a need for uninterrupted security services at various locations, and

WHEREAS, Norred has the ability to perform the services needed by the County compliant with the terms of the 2013 IFB #13-064 while the services are re-solicited; and

WHEREAS, it has been determined to be in the County's best interest to execute this Emergency Contract which sets forth the terms and conditions pursuant to which Norred will provide uniform security guard services to the County; and

WHEREAS, the Palm Beach County Purchasing Code Section 2-54(f)(4), authorizes the County to enter into Emergency Contracts.

NOW THEREFORE, in consideration of the mutual covenants and agreements expressed herein, the County and Norred agree as follows:

1. The Emergency Contract #750749 includes Exhibits A-C, E-F; and the security services proposal submitted by Norred, dated June 17, 2016 is attached hereto as Exhibit D, all of which shall be deemed to be incorporated herein.
2. Notwithstanding anything stated to the contrary, the order of precedence of the documents which make up this agreement between the parties shall be (i) Emergency Contract #750749; (ii) Exhibit B; (iii) Exhibit C; (iv) Exhibit A and then (v) Exhibit D, the security services proposal submitted by Norred dated June 17, 2016.

3. Norred agrees to honor its prices listed in Exhibit D until October 27, 2016. Thereafter, on October 28, 2016, the County will increase each hourly rate by 3% consistent with the terms of IFB #13-064/MB.
4. This Contract adds a second Supervisor for Palm Tran sites.
5. The term of this Emergency Contract is July 12, 2016 through July 11, 2017. The estimated dollar amount of this Emergency Contract is *One Million Nine Hundred and Seventy Six Thousand, One Hundred and Eighty-Two Dollars (\$1,976,182.15)*.
6. 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.
7. County Departments will issue individual hard copy orders against this Emergency Contract, which will serve as Norred's authorization to deliver uniform security guard services. All invoices must reference a unique document number (e.g. CPO/DO 680 XY07121600000000001111 or CPO/DO 680 XY071216*1111). Failure to provide a document number on each invoice will result in delay in processing payment.

THE REMAINDER OF THIS PAGE IS LEFT BLANK

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Emergency Contract on behalf of the County and Norred has hereunto set its hand as of the day and year first above written.

ATTEST:

SHARON R. BOCK
CLERK AND COMPTROLLER

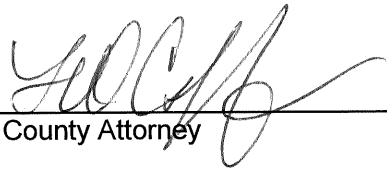
PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Mary Lou Berger, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


APPROVED AS TO TERMS
AND CONDITIONS

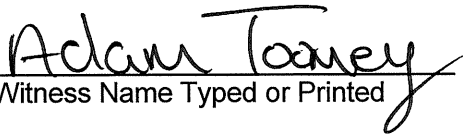
By:  _____
County Attorney

By:  _____
Audrey Wolf, Director
Facilities Development & Operations

WITNESS:

By:  _____
Witness Signature

By:  _____
Norred & Associates, Inc.


Witness Name Typed or Printed


Print Name and Title

Exhibit A

EMERGENCY CONTRACT

#750749/MB

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is 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. Vendor certifies that its response 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 vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that, if it is the vendor, 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 vendor.

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 vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- 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 vendor 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 vendor shall comply with the requirements set forth in Section 3.n. herein below.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor 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 vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor'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-2013-1470, 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 vendor is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the vendor acknowledges that its response 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 vendors 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 response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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."
- 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 solicitation, the VENDOR 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.
- If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this solicitation 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.
- f. **NON-COLLUSION:** Vendor 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 vendors over other vendors. 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. **CONFLICT OF INTEREST:** Vendors shall disclose with their offer 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 vendors 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 vendor's firm or any of its branches.
- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor 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 vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor 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 vendor, 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.
- j. **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 vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the vendor has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The vendor 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 vendor's place of business.

Notwithstanding anything herein to the contrary, as provided under Section 119.0701, F.S., where the vendor: **(i) provides a service and (ii) acts on behalf of the COUNTY as provided under Section 119.011(2) F.S.**, the vendor is required to:

1. maintain public records that ordinarily and necessarily would be required by the COUNTY in order to perform the service;
2. provide the public with access to public records on the same terms and conditions that the COUNTY would provide the records and at a cost that does not exceed the cost provided by Florida law;
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; and
4. Meet all requirements for retaining public records and transfer, at no cost, to the COUNTY all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the COUNTY in a format that is compatible with the information technology systems of the COUNTY.

Failure of the vendor to comply with these requirements shall be a material breach of this Contract.

- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response form, 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.
 - l. **LEGAL EXPENSES:** The County shall not be liable to a vendor 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.
 - m. **NO THIRD PARTY BENEFICIARIES:** No provision of the resulting 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 the resulting Contract, including but not limited to any citizen or employees of the County and/or vendor.
3. **SUBMISSION OF RESPONSE**
- a. **SUBMISSION OF RESPONSES:** Response must be submitted on the provided Emergency "RESPONSE" Form. Responses on vendor letterhead / quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE RESPONSE.** 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 emergency contract 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, vendor 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 vendor shown on the bid response page. It shall also be the responsibility of the vendor 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 vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor 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. **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.
 - d. **PERFORMANCE DURING EMERGENCY:** By submitting a response, vendor 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. Vendor 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. Vendor 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 vendor subject to sanctions from doing further business with the County.

- e. **VENDOR NON-DISCRIMINATION POLICY:** The vendor 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 vendor **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the vendor shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor 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 vendor's failure to satisfy the requirements set forth in this Section 3.n. shall render its response non responsive. It is the responsibility of the vendor to maintain a written or non-written 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 default of contract.

4. 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 vendor 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 vendor 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 vendor 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 vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities / 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.

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 vendor 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 vendor 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 vendor, terminate the contract in whole or in part if the vendor 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 vendor, the County may procure goods and / or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the vendor 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 vendor), 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 vendor, 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 vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor 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 vendor shall terminate outstanding orders and / or subcontracts related to the terminated work.

5. **PALM BEACH COUNTY OFFICE OF THE INSPECTOR GENERAL AUDIT REQUIREMENTS:** Pursuant to Palm Beach County Code, Section 2-421 – 2-440, as amended, Palm Beach County's Office of Inspector General is authorized to review past, present and proposed County contracts, transactions, accounts, and records. The Inspector General's authority includes, but is not limited to, the power to audit, investigate, monitor, and inspect the activities of entities contracting with the County, or anyone acting on their behalf, in order to ensure compliance with contract requirements and to detect corruption and fraud. Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be a violation of Palm Beach County Code, Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
6. **BUSINESS INFORMATION:** If vendor is a Joint Venture for the goods / services described herein, vendor shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

**Exhibit B
SPECIAL CONDITIONS
EMERGENCY CONTRACT
#750749/MB**

7. GENERAL /SPECIAL CONDITION PRECEDENCE – NOT USED

8. POST AWARD MEETING

Within five (5) days after receipt of notification of award of this emergency contract, the vendor shall meet with Palm Beach County Electronic Services & Security Division representative(s) to discuss job procedures and scheduling.

The vendor shall contact Gilbert Morales at (561) 233-0850 to arrange a meeting.

9. QUALIFICATION OF VENDOR

Vendor represents that:

- A. Vendor has been in the security business a minimum of five (5) years within the past eight (8) years.
- B. Vendor 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.

10. CRIMINAL HISTORY RECORDS CHECK (Palm Beach International Airport) – LOT #1

SECURITY AND ACCESS at Palm Beach International Airport (PBI). All individuals working at the airport must pass a Criminal History Records Check (CHRC). All on-site personnel will require unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based 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 PBI 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 (check or money order only). Annual badge fee - \$15.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The vendor 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 due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

SECURITY AND IDENTIFICATION:

The vendor shall take all measures necessary to comply and ensure that vendor's employee(s) and subcontractors comply with the security rules and regulations of the County and Transportation Security Administration (TSA) and all federal, state and local rules, laws and regulations.

Employee(s) serving hereunder, shall not use controlled substances not prescribed for them, nor possess illegal substances on or off the Airport and shall not use alcohol on the County's premises nor preceding their work shift, when to do so would in any way effect the performance of the services.

Each employee of the vendor engaged in furnishing services hereunder shall be subject to a criminal history records check and/or Security Threat Assessment as required by TSA. The vendor shall pay the then current fee established by Airports for

each employee, for fingerprinting and processing. Each employee of the vendor performing services on-site shall also attend the required Security Identification Display Area (SIDA) training and comply with all applicable security rules and regulations.

The Contract Manager who will sign the PBIA Unescorted Media Application form for his organization shall attend the yearly Signatory Authority Training Class.

The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The vendor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the County. The County reserves the right to conduct its own investigation of any employee of the vendor. The vendor shall remove from service on the airport any employee of the vendor who, in the opinion of the County is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the vendor.

Permanent and temporary personnel shall comply strictly with Airports access and security requirements, as well as any other rules and regulations governing conduct on the Airport including but not limited to the Airports Rules and Regulations.

Resolution No. R-98-220, Airport Rules and Regulations shall be complied with in its entirety.

(http://library8.municode.com/defaulttest/home.htm?infobase=10323&doc_action=whatsnew),

At the beginning of the initial contract term, the County shall provide at no cost to the vendor one (1) Airport Security Badge for each employee of the vendor performing services under this contract. The vendor shall pay the County the then current fee established by Airports for lost or replacement badges, or for badges not returned to the County upon termination or transfer of an employee. Upon termination or transfer of any employee of the vendor, the vendor shall immediately notify the County in writing of such termination or transfer, and shall immediately obtain and return to the County all identification badges or access devices for said employee that allow access to any airport area.

The vendor shall prevent any of its employees from opening, tampering with, using or moving any item of equipment, telephones, storage containers, desks, etc. or entering into any area unless required in the performance of these services.

Vendor shall establish, implement and maintain procedures and controls to ensure each employee of the vendor complies with all applicable provisions of the contract and all site rules and practices of the County. Additionally, each employee of the vendor shall use a recording time clock and time card at the beginning and end of their respective work shifts to indicate hours worked.

Vendor shall insure that lost, or apparently lost articles, found by the vendor's employee(s) be turned in immediately to the County or its designated representative.

11. CRIMINAL HISTORY RECORDS CHECK – (LOT #2 AND LOT #3)

This contract includes sites and/or buildings which have been designated as “critical facilities” pursuant to Ordinance 2003-030 and Resolution R-2013-1470, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

The County shall have the right to request any additional investigative background information including, but not limited to, the employment record of any personnel assigned to perform the services. The vendor shall furnish in writing such information to the extent allowed by law within thirty (30) calendar days after receipt of written request from the County. The County reserves the right to conduct its own investigation of any employee of the vendor. The vendor shall remove from service any employee of the vendor who, in the opinion of the County is not performing the services in a proper manner, or who is incompetent, disorderly, abusive, dangerous, or disruptive or does not comply with rules and regulations of the County. Such removal shall in no way be interpreted to require dismissal or other disciplinary action of the employee by the vendor.

12. AWARD (ALL OR NONE)

Palm Beach County shall enter into this contract with the responsive, responsible vendor on an all-or-none, total offer basis. Therefore, it is necessary for a vendor to except every item in order to have the contract considered. It is also required that the vendor carefully considers 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 contract will be considered non-responsive.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months. Vendor agrees to honor Hourly Rates shown in the Price Proposal (Exhibit D) until October 27, 2016. Thereafter, on October 28, 2016, the County will increase the rates by 3%.

14. 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, vendor is required to re-fill the post with a qualified individual.

15. INSURANCE REQUIREMENTS**A. SECURITY GUARD COMMERCIAL GENERAL LIABILITY/PROFESSIONAL (E&O) LIABILITY**

The vendor shall agree to maintain Security Guard Commercial General Liability and Security Guard Professional (E&O) Liability. The coverage's may be provided by the same policy or written separately. When the two coverage's are provided by the same policy the higher limit, including specified coverage's and conditions, shall apply. The following coverage's, limits and conditions shall agree to be maintained.

Security Guard Commercial General Liability shall have a minimum limit of **\$1,000,000** 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 **\$1,000,000** 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 vendor shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years. A combination primary and excess layered program may satisfy the limit requirement.

B. BUSINESS AUTO LIABILITY

Vendor 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

Vendor 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

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

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 vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by vendor under the agreement.

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

Vendor 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.

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

16. PAYROLL RECORDS

Vendor 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.

17. RECORDS AND AUDITS

The vendor 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.

Exhibit C
SPECIFICATIONS
EMERGENCY CONTRACT
#750749/MB

1. PURPOSE AND INTENT

The sole purpose and intent of this emergency contract is to secure firm, fixed hourly rates and establish a term contract for Uniformed Security Guard Services at various locations throughout Palm Beach County to include Uniformed Security Guards A, B, and C, and Site/Field Supervisors.

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 locations throughout Palm Beach County. Upon award of contract, the County shall coordinate mandated hours for security services with the vendor based on work location. The estimated quantity of hours is shown in Attachment "1". Palm Beach County reserves the right to increase or decrease the total hours as necessary to meet actual requirements.

3. START DATE

The start date for the vendor is July 12, 2016. This Contract supercedes and effectively terminates any prior agreements between the parties for similar services. In the event of a conflict, the terms of this Emergency Contract will prevail.

4. GENERAL REQUIREMENTS

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

- A. Uniformed Security Guards, with the exception of the airport-based Uniformed Security Guard B level, may be located anywhere within Palm Beach County.
- B. The vendor 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.
- C. 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, vendor is required to re-fill the post with a qualified individual. The vendor cannot allow previous post person to leave post until a relief person arrives.
- D. 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.
- E. 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.
- F. The vendor 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.
- G. The vendor's representative shall schedule and hold regular monthly meetings with the Contract Administrator or County Representative to ensure that all services are satisfactory and meet the User Agency's requirements.
- H. If the Contract Administrator or County Representative requests a special meeting with the vendor's management to discuss the service or problems which have occurred, the vendor 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).

- I. At the Contract Administrator's request, the 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. Vendor will only bill the County for actual hours worked performing security work authorized under this contract.
- J. Whenever the vendor receives a new request to supply personnel under this contract, a member of the vendor's management shall set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.
- K. The vendor shall be responsible for all damage to the facilities, work areas and County equipment that is caused in any way by the vendor, 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 vendor shall reimburse the County for all expenses incurred by the County in doing so. The vendor 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.
- L. 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 authorized County representative.
- M. All Post Orders shall be developed by the County and shall be site specific. Within one (1) week from bid award, the Post Orders shall be provided to the vendor for review and discussion regarding implementation. The vendor 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 vendor of such changes.
 - 1. The vendor shall provide written documentation for each staff person assigned to a post which shows the staff person has been 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 vendor's personnel shall follow instructions and/or lawful orders given by the County.
 - 4. Under exigent circumstances, it may be necessary for the Contract Administrator to supply the vendor 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 vendor and be within the scope of contract.
- N. No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the vendor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the vendor's account manager or supervisor shall meet with the Uniformed Security Guard to certify that s/he is thoroughly familiar with the Post Orders and required duties. Documentation shall be provided to the Contract Administrator certifying completion of this requirement.
- O. 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 County facilities. This requirement is in addition to any requirements of the vendor and will be done at the cost of the County, except as specified herein for Lot #1.
 - 1. This records check shall be performed at County expense, with the exception of the airport-based Uniformed Security Guard B category, as specified herein for Lot #1.
 - 2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
 - 3. The vendor should allow a minimum of one (1) week for this process before assigning any Uniformed Security Guard to work without an approved escort.

NOTE: The vendor shall follow the Airport/TSA procedures with candidates to be assigned as Uniformed Security Guard B at the Airport.

- P. If any Uniformed Security Guard assigned to any post under this contract is arrested for any reason during the term of this contract, the vendor shall, upon becoming aware of such arrest, remove said Uniformed Security Guard from the facility immediately, while awaiting case disposition.
- Q. Any Uniformed Security Guard or Site/Field Supervisor that the County considers to be unsatisfactory shall be replaced at the County's discretion. Any vendor's employee requested removed by the County shall not be returned to duty at any County facility without prior written consent from the County.
- R. If vendor 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 vendor shall furnish such documentation upon request.
 - 3. The County shall pay the normal contracted hourly rate.
- S. The vendor represents that it is fully experienced and properly qualified to perform the class of services required by this contract and that is properly licensed, organized and financed to perform such work.
- T. The vendor 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.
- U. The vendor 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.
- V. The County shall not be responsible for any travel expenses or parking fees of the vendor unless specifically provided in the contract. The vendor's Uniformed Security Guards shall park in the parking area provided for County employees at each user agency.
- W. 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.
- X. Uniformed Security Guards shall take action, as required, for each situation encountered and report immediately or next business day to the appropriate User Agency contact person.
- Y. Uniformed Security Guards shall be required to log all after-hours persons into/out of the assigned facility. Proof of identification shall be required for persons entering after-hours. Uniformed Security Guards shall be required to check badges to determine if vendors or contractors are permitted to have unescorted access to certain critical County facilities.
- Z. Uniformed Security Guards are not permitted to watch television while on duty at any County facility.
- AA. Uniformed Security Guards are not permitted to smoke cigarettes within fifty feet (50') of any entrance door or air intake into the building and within designated smoking areas.
- BB. Uniformed Security Guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.
- CC. No Uniformed Security Guard assigned under this contract shall 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.
- DD. Uniformed Security Guards shall perform crowd control measures as required.
- EE. Uniformed Security Guards are prohibited from engaging in any illegal activities on Palm Beach County property.

FF. Uniformed Security Guards shall not have unauthorized visitors.

GG. Uniformed Security Guards shall be responsible for ensuring that all articles found by them are turned into the County or it's agent in charge of such articles.

HH. 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 an employee of Facilities Development & Operations, Electronic Security and Services Division as Contract Administrator who shall act on behalf of the County with respect to monitoring vendor's performance under this contract for all lots specified herein.
- B. Notify the vendor, 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 vendor to comply with all provisions of this contract.
- C. Provide the vendor with all utility services generally available in all County facilities and required by the vendor to perform its obligations and functions under this contract.
- D. Be responsible for the normal operating costs (electricity, phone, data and gasoline) associated with County equipment.
- E. Coordinate the operations and activities of all County facilities in order to minimize interference with performance by the vendor.
- F. Provide, at the County's sole cost and expense, a reasonable amount of space for the storage of vendor's supplies and equipment. The vendor shall bear all risk of loss, damage or theft of such supplies and equipment.
 - 1. County is not obligated to vendor's sub-contractor.
 - 2. County shall not interfere with the vendor's relationship with its sub-contractor.
- G. The County shall be physically and financially responsible for the routine repair, maintenance and renewal/replacement of County equipment when due to normal use.
- H. The County's User Agencies shall not interfere with the vendor's relationship with its employees, the Uniformed Security Guards.

6. SEARCHES

The vendor 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 vendor 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 vendor.

- 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 vendor.
- C. All Uniformed Security Guards shall have and wear photo identification badges with full name at all times.

8. COMPLIANCE WITH RULES AND REGULATIONS

- A. The vendor 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 the 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 vendor's performance of its obligations and functions hereunder. The vendor 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 vendor 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 and shall pay promptly when due all such fees.
- C. The vendor 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.

SCOPE OF WORK – LOT #1, LOT #2 AND LOT #3

9. POST ASSIGNMENTS

There are a variety of County facilities within Lots #1, #2 and #3 where the vendor's Uniformed Security Guards and Site/Field Supervisor (Lot #4) will be posted. Locations and estimated hours are identified in Attachment "1" for each site and level of Uniformed Security Guards and Site/Field supervisor.

10. MINIMUM PRE-EMPLOYMENT REQUIREMENTS

The vendor shall be capable of conducting comprehensive pre-employment checks 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 for the applicable position;
- E. Employment background check as required by Section 40 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 Ordinance 2003-030 and Resolution R-2003-1274;
- 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

The vendor shall provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The vendor shall have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The vendor 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 A, B, C and Site/Field Supervisor will be listed later in this document.

1. The vendor 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.

B. 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 vendor 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:

1. Uniformed Security Guards shall be well proportioned as to height and weight to allow necessary movements to perform the job duties.
2. Uniformed Security Guards shall be in good health without physical defects or abnormalities that would interfere with the performance of duties.
3. Any other physical requirements as detailed in Minimum Job Requirements.
4. Vision: 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).

5. Hearing: 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 shall be able to hear and respond to spoken voice, audible alarms, and telephone calls in an operational setting.
6. Strength requirements: Uniformed Security Guards shall be able to lift repetitively up to forty (40) lbs. for long periods of time while standing.
7. Physical Condition: Uniformed Security Guards are to be in good physical condition as to be able to stand unassisted for a minimum of two (2) hours consecutively; Uniformed Security Guards shall be able to sit, stand, lift, and/or bend throughout a shift. Positions shall not be filled with "light duty" personnel.
8. Alertness: Uniformed Security Guards shall have the ability to remain alert throughout the duration of a shift.
9. Uniformed Security Guards shall have no communicable diseases.

12. REQUIRED BACKGROUND INVESTIGATION

- A. The vendor shall perform the following as a minimum background investigation for all Uniformed Security Guards:
 1. Require 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 vendor;
 3. Criminal records check (prior to assignment) FCIC, PALMS, NCIC;
 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 vendor 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 shall be provided to the vendor after award.
 2. The form shall be completed and signed by an authorized employee of the vendor with a copy retained in each employee file.

13. ADDITIONAL REQUIREMENTS FOR EACH UNIFORMED SECURITY GUARD LEVEL

A. UNIFORMED SECURITY GUARD A: (Lot #2 and Lot #3):

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Uniformed Security Guard A assigned to this contract shall meet one of the following criteria:

1. Either: A minimum of one (1) year satisfactory law enforcement or corrections experience; honorable discharge from the U.S. Military; a minimum of two (2) years of security work with above average performance ratings; or a minimum of one (1) year satisfactory security experience at a nuclear facility; and
2. Possess a current State of Florida Class D License (Unarmed Security Guard License).

A Uniformed Security Guard A is experienced and prepared to handle everyday situations. They will be responsible for assisting local law and emergency services personnel, answering calls, providing security by way of foot patrols, and assigned to fixed posts at crucial property locations. This Uniformed Security Guard is well versed in crowd control and must be able to handle the unexpected. They will provide detailed reporting as needed.

The minimum hourly-wage for a Uniformed Security Guard A is \$11.17 per hour.

B. UNIFORMED SECURITY GUARD B: (Lot #1 - PBIA)

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Security Guard B assigned to this contract must meet all of the criteria required for a Uniformed Security Guard A.

Furthermore, the Uniformed Security Guard B shall have the ability to secure and maintain clearance for an Airport Security Badge.

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

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

The vendor is responsible for the Uniformed Security Guard B obtaining the required Airport Security Badge before starting work. The vendor shall fulfill all Airport/TSA requirements.

Once the criteria are satisfied, the Uniformed Security Guard Shall be required to pass the two (2) hour security training class at the Airport.

The minimum hourly-wage for a Uniformed Security Guard B is \$11.67 per hour.

C. UNIFORMED SECURITY GUARD C (ARMED) (Lot #2 and Lot #3)

In addition to minimum job requirements specified herein for all Uniformed Security Guards employed under this contract, each Uniformed Security Guard C assigned to this contract must meet all of the criteria required for a Security Guard A.

For Palm Tran Lot #3 only, a Uniformed Security Guard C is required to open the Palm Tran Central Facility at the start of their shift and close the facility at the end of business hours. This involves unlocking and locking the gates as well as site inspections to ensure the facility is free of public visitors prior to closing at the end of each business day.

Furthermore, the Uniformed Security Guard C must hold a current State of Florida G License (permit to carry a weapon), and must re-qualify as required by the State of Florida while assigned to this contract.

This Uniformed Security Guard can perform the same duties listed for the Uniformed Security Guard A, plus this Uniformed Security Guard carries a weapon.

The minimum hourly-wage for a Uniformed Security Guard C is \$12.18 per hour.

D. SITE / FIELD SUPERVISORS

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 and all required correspondence and meeting participation with the Contract Administrator.

The vendor shall provide 2 full-time (40 hours per week) Site/Field Supervisors for all sites Uniformed Security Guard Services are contracted for.

Site/Field Supervisor shall meet the following criteria:

1. The Site/Field Supervisor shall meet the following requirements:
 - a. Meet all the job requirements set for a Uniformed Security Guard A, B and C.
 - b. Three (3) years continuous experience as a Security Supervisor with above average ratings.

2. Site/Field Supervisor responsibilities include, but is not limited to, the following:
 - a. Shall be authorized to represent the vendor and oversee its operations at all County facilities to ensure compliance with this contract and the proper performance of all duties.
 - b. Shall be available for periodic tours of the premises of any County facility with the Contract Administrator to address matters concerning the contract requirements.
 - c. Can be utilized to fill any open posts in a guard capacity for any hold-over.
3. 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 vendor shall replace the unacceptable Site/Field Supervisor.

The minimum hourly-wage for a Site/Field Supervisor is \$13.70 per hour.

14. CONTRACT PERFORMANCE REQUIREMENTS

A. Communication:

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

B. Record Keeping:

The vendor 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 vendor:

1. Monthly incident logs - submitted monthly in Excel form approved by the Contract Administrator;
2. Incident reports – To be submitted to Contract Administrator by end of day on which incident occurred in electronic format;
3. Quarterly staffing report showing post staffing levels at all facilities to be submitted the beginning of each quarter in Excel format;
4. Payroll is to be submitted weekly and is to be broken out into 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;
5. 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;
6. Monthly work schedules – submitted monthly in Excel form approved by the Contract Administrator;
7. Disciplinary log – submitted as each occurrence happens in Excel form to the Contract Administrator.

15. TRAINING REQUIREMENTS

The vendor shall be responsible to provide pre-employment and annual employee training for all Uniformed 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 for approval by the Contract Administrator prior to the commencement of the services to be provided under this contract.

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

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

A. PRE-EMPLOYMENT TRAINING

The vendor shall provide a minimum of forty (40) hours training for all Uniformed Security Guard Levels and Site/Field Supervisors. This training shall be completed prior to a post assignment. Any training required by the State of Florida to obtain a Class D and Class G license can be used to meet part of this requirement so long as the vendor can provide supporting documentation.

The County will **not** pay attendees for these training segments.

The training shall consist of the following:

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

B. ANNUAL EMPLOYEE TRAINING

The vendor shall ensure that all Uniformed Security Guards A, B, and C have a minimum of six (6) hours annual training. Of the annual six (6) hour requirement of training hours, a minimum of two (2) hours of training are to be a refresher of the general pre-employment training curriculum, completed by the vendor, a minimum of two (2) hours of training is required for in site specific situational responses and a minimum of two (2) hours in-service training, which includes two (2) hours to be supplied by the vendor and two (2) hours to be supplied by the Contract Administrator.

The County shall pay vendor the Standard Hourly Labor Rate for the time in annual Employee Training up to six (6) hours annually. County will pay vendor straight time for these training segments after the vendor provides documentation on the invoice of training attended and evidence of attendance. No post can be reduced or vacated for any training requirement.

Any training required by the State of Florida to obtain a Class D and Class G license can be used to meet part of this requirement for in-service training, so long as the vendor can provide supporting documentation. This training shall be completed annually, at the vendor'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 Requirement includes, but is not limited to:
 - a. All Uniformed Security Guard Levels are to receive refresher training for the roles of Uniformed Security Guard in County 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 Requirement includes, but is not limited to:
 - 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; and
 - d. Panic and Door Alarm Procedures where required.
3. In-Service Training Requirement includes, but is not limited to:
 - a. Review of Post Orders;
 - b. 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; and
 - c. Sensitivity training.

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 completion of the training. During the training sessions, post coverage cannot be reduced.

16. OBLIGATIONS OF PALM BEACH INTERNATIONAL AIRPORT ("AIRPORT") (Lot #1)

The Airport shall:

1. Provide, at no cost to the vendor, parking for all Uniformed Security Guards requested under this contract.
2. Pay for the cost of providing up to twelve (12) Airport Security Badges (exclusive of wages) for Uniformed Security Guards requested under this contract. This **does not** pertain to Airport Security Badges required for replacement Uniformed Security Guards assigned to the Airport due to turnover. These costs shall be borne by the vendor.

Costs to the vendor after the twelve (12) Airport Security Badges that are provided are:

- a. The cost for the criminal check and fingerprinting is forty dollars (\$40.00).
- b. There is an annual cost of fifteen dollars (\$15.00) for the ID usually collected in October (in excess of the twelve (12) allotted).
- c. There is a one hundred dollars (\$100.00) replacement fee for any lost Badge.

17. FAILURE TO PERFORM

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 vendor 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 vendor 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 vendor 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 vendor agree that the rates set forth below for specific non-compliant actions by the vendor are a reasonable estimate of the amount of damages which the County will suffer as a result of the non compliance. County and vendor agree that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

18. VIOLATIONS/DAMAGES

Each occurrence of violation shall result in a five hundred dollar (\$500.00) assessment. Any assessment will be deducted off the vendor's next invoice.

1. Any administrative violation will result in an assessment being charged for each occurrence.
 - a. Failure to meet minimum personnel specifications.
 - b. Failure to provide minimum staffing levels as determined by the County.
2. Any non-compliance with the specific training requirements for the specific post (i.e., failure to provide the forty (40) hour pre-assignment or six (6) hour annual training).
3. 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. Vendor 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 16 working hours; and
 - y. False or misleading statement(s) by Contract personnel.

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

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 COUNTY HOLIDAY.
Contract Administrator or County representative:	The person designated by the County to ensure all requirements of the Contract are met by the vendor. The County Contract Administrator is to be first point of contact between the vendor 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 vendor's staff.
County Equipment:	Equipment provided by the County for the use of the vendor in the performance of the required contractual services. The equipment may include but not limited to: 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 vendor 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 vendor.
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.
Non-routine work response time:	Shall start with no less than within <u>FORTY EIGHT (48)</u> hours from the time work is requested and be compensated at the "Standard Hourly Labor Rate".
Standard hourly labor rate:	Standard Hourly Labor Rate is defined as the rate provided on the bid response page. 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 Labor Rate is for work requested and completed Monday thru Friday and weekends, excluding the above noted County Holidays.

County User Agencies may contract for Uniformed Security Guards for locations throughout Palm Beach County. Therefore, the following list is only a guide of possible locations and possible hours for the purposes of this bid. Actual locations and number of hours may be different and may vary from time-to-time.		
UNIFORMED SECURITY GUARD LEVEL	LOCATION	ESTIMATED HOURS PER WEEK
LOT #1 - PALM BEACH INTERNATIONAL AIRPORT		
B	PBIA – East Gate	304
Sub-Total for Uniformed Security Guard B		304
LOT #2- PALM BEACH COUNTY GENERAL GOVERNMENT		
A	Community Services – MLK Blvd	40
A	Community Service – Philip Lewis Center	336
A	Highridge Family Center	26
A	PBC Library – Summit	50
A	PBC Library – Lantana	12
A	PBC Library – Boynton	44
A	PBC Library – South Bay	42
A	PBC Library – Pahokee	30
A	PBC Library – Okeechobee	20
A	PBC Library – Acreage	20
A	PBC Library – Belle Glade	41
A	John Prince Park	63
A	Project Related Facilities	20
Sub-Total for Uniformed Security Guard A		744
C	Water Utilities (Armed)	132.5
Sub-Total for Uniformed Security Guard C		132.5
LOT#3 - PALM TRAN		
C	Palm Tran North (Armed)	312
C	Palm Tran South (Armed)	84
C	Palm Tran West (Armed)	188
C	Palm Tran Intermodal (Armed)	113.5
Sub-Total for Uniformed Security Guard C		705.5
Site/Field Supervisors	Palm Tran Supervisor	40
Sub-Total for Site/Field Supervisor		40
LOT #4– (FOR ALL LOCATIONS AS SPECIFIED HEREIN)		
Site/Field Supervisors	For All Locations As Specified Herein	80
Sub-Total for Site/Field Supervisor		80
Total Hours Per Week For All Levels		1986

Exhibit D
PRICING PROPOSAL
EMERGENCY CONTRACT
#750749/MB

LOT #1 - PALM BEACH INTERNATIONAL AIRPORT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD B(AIRPORTS/TSA)	304 hrs.	\$ 16.20	\$ 4924.80
SUB-TOTAL OFFER LOT #1:				\$ 4924.80

LOT #2 - PALM BEACH COUNTY GENERAL GOVERNMENT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD A	744 hrs.	\$ 15.44	\$ 11487.36
2.	UNIFORMED SECURITY GUARD C (ARMED)	132.5 hrs.	\$ 16.90	\$ 2239.25
SUB-TOTAL OFFER LOT #2:				\$ 13726.61

LOT #3 - PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD C (ARMED)	705.5 hrs.	\$ 16.90	\$ 11922.95
2.	SITE SUPERVISOR	40 hrs.	\$ 17.58	\$ 703.2
SUB-TOTAL OFFER LOT #3:				\$ 12626.15

FIRM NAME: Norman & Associates Inc.

EXHIBIT D
PRICING
EMERGENCY CONTRACT
#750749/MB

UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT

LOT #4- (FOR ALL LOCATIONS AS SPECIFIED HEREIN)

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	80 hrs.	\$ 17.58	\$ 1406.40
SUB-TOTAL OFFER LOT #4				\$ 1406.40
TOTAL OFFER LOTS #1 THROUGH #4				\$ 32683.96

Is Qualification of Bidders information included, per Term and Condition #9? ☒ YES jm <INITIAL

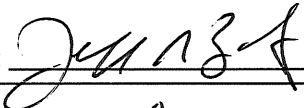
Does Bidder clearly understand the Airports/Criminal History Records Check Fee requirement, per Term and Condition #10 & 11? ☒ YES jm <INITIAL

Does Bidder clearly understand the Insurance requirement(s), per Term and Condition #15? ☒ YES jm <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.

FIRM NAME: (Enter the entire legal name of the bidding entity)
Norred & Associates Inc.

DATE:
6/17/2016

* SIGNATURE: 

PRINT NAME: JEFF R. BOHLING
PRINT TITLE: Pres. Mgr.

ADDRESS: 1003 Virginia Ave, Suite 200

CITY / STATE: ATLANTA, GA 30354 ZIP CODE: 30354

TELEPHONE # (404) 787-6408
TOLL FREE # (800) 962-6363

E-MAIL: JBOHLING@NORRED.COM
FAX #: (404) 762-4272

APPLICABLE LICENSE(S)
NUMBER # B2900130

TYPE: Security License, "B"

FEDERAL ID # 58-1446148

EXHIBIT E
NON-DISCRIMINATION POLICY
EMERGENCY CONTRACT
#750749/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 vendors 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 vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County’s policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County’s policy.

Check one:

☒ Vendor hereby acknowledges that it **does not** have a written non-discrimination policy or one that conforms to Palm Beach County’s policy and Vendor hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County’s non-discrimination policy as provided in Palm Beach County’s Resolution R-2014-1421, as may be amended.

OR

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

OR

☐ Vendor hereby attaches its non-discrimination policy which does not conform to the policy of Palm Beach County; however, Vendor hereby **acknowledges and affirms by signing below** that it will conform to Palm Beach County’s non-discrimination policy as provided in Palm Beach County’s Resolution R-2014-1421, as may be amended.

NOTE:

Vendor’s failure to either: (i) have a written or non-written non-discrimination policy in conformance with Palm Beach County’s policy set forth above; **or** (ii) provide Palm Beach County with the information set forth above, will render vendor non-responsive.

Vendor shall notify Palm Beach County in the event it no longer maintains a written or non-written 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: Norman & Associates Inc.
Company Name
[Signature]
Signature
JEFF BOHLIN
Name (type or print)
President
Title

EXHIBIT F
DRUG-FREE WORKPLACE CERTIFICATION
EMERGENCY CONTRACT
#750749/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 time of bid opening 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 Jeff Bohling the
(Individual's Name)
President of Numer 5 Assoune Inc.
(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] Signature 4/12/2016 Date