

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

Meeting Date: May 5, 2020

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 20-008 to the annual Low Voltage annual contract with Pro Sound, Inc. (R2019-1750) in the amount of \$1,153,369 for the Audio Mixer and Amplifier Replacement-Court Room and Hearing Rooms project for the period of 120 days from permit issuance or until project is complete.

Summary: The work consists of replacing all courtroom audio mixers, amplifiers and power distribution equipment at the Palm Beach County Courthouses. The existing equipment is outdated and at the end of its useful life. The new system is an internet protocol (IP) integrated scalable audio solution, which will convert the county courtroom audio from an analog to a digital format system. The new system also supports telephonic integration, which eliminates the need for the existing outdated equipment. The new digital system will provide better monitoring of court procedures, quick troubleshooting and remote audio level adjustments. The project is divided in four separate lots each of which will be implemented independently. This project was competitively advertised and new contractors were invited to bid on the project by submitting prequalification documents prior to the submission of the bid response. This work order was solicited pursuant to the Low Voltage annual contract and the requirements of the Equal Business Opportunity Ordinance (EBO). The annual contract was presented to the Goal Setting Committee on January 2, 2019 and the Committee established an Affirmative Procurement Initiative (API) of price preference for Small Business Enterprise (SBE) contractors if their bid is within 10% of the lowest non-small business bid. Pro Sound, Inc. is not a SBE. There is no SBE participation on this work order. To date, the overall SBE participation on the annual Low Voltage contract is 32.85%. Pro Sound Inc. is not a local business. Funding for this project is from the Public Building Improvement fund. **(Capital Improvements Division) Countywide/Districts 1,2,6,7 (LDC)**

Background and Justification: This project was openly, competitively advertised, and procured. Bids for this project were opened on September 19, 2019 and Pro Sound, Inc. submitted the lowest responsive and responsible bid.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 20-008
- 4. Bid Summary
- 5. Quotation Comparison
- 6. Annual Contract Low Voltage # 16376: Control Sheet

Recommended by:  Department Director 3/24/20 Date

Approved by:  County Administrator 3/31/20 Date

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2020	2021	2022	2023	2024
Capital Expenditures	\$1,211,037	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u>\$1,211,037</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____
Is Item Included in Current Budget:		Yes	<u>X</u>	No	_____
Does this item include use of federal funds?		Yes	_____	No	<u>X</u>

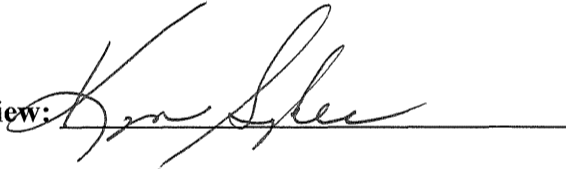
Budget Account No:	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B680</u>	Object <u>4907</u>	Amount \$223,000
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B634</u>	Object <u>4907</u>	Amount \$567,000
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B622</u>	Object <u>4907</u>	Amount \$140,000
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B612</u>	Object <u>4907</u>	Amount \$45,000
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B577</u>	Object <u>4907</u>	Amount \$45,000
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B568</u>	Object <u>4907</u>	Amount \$33,886
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B502</u>	Object <u>4907</u>	Amount \$52,583
	Fund <u>3804</u>	Dept <u>411</u>	Unit <u>B573</u>	Object <u>4907</u>	Amount \$104,568

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

Funding for this project will be from the Public Building Improvement Fund.

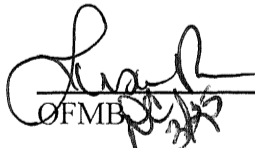
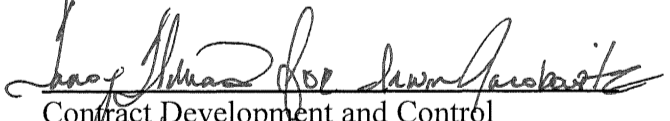
CONSTRUCTION	\$1,153,369
CONTINGENCY	\$ 57,668
TOTAL	\$1,211,037

C. Departmental Fiscal Review:




III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

 3/25/2020
 OFMB
 4/1/20

 Contract Development and Control
 3/26/2020 Tu

B. Legal Sufficiency:


 Assistant County Attorney
 3/30/2020

C. Other Department Review:

 Department Director

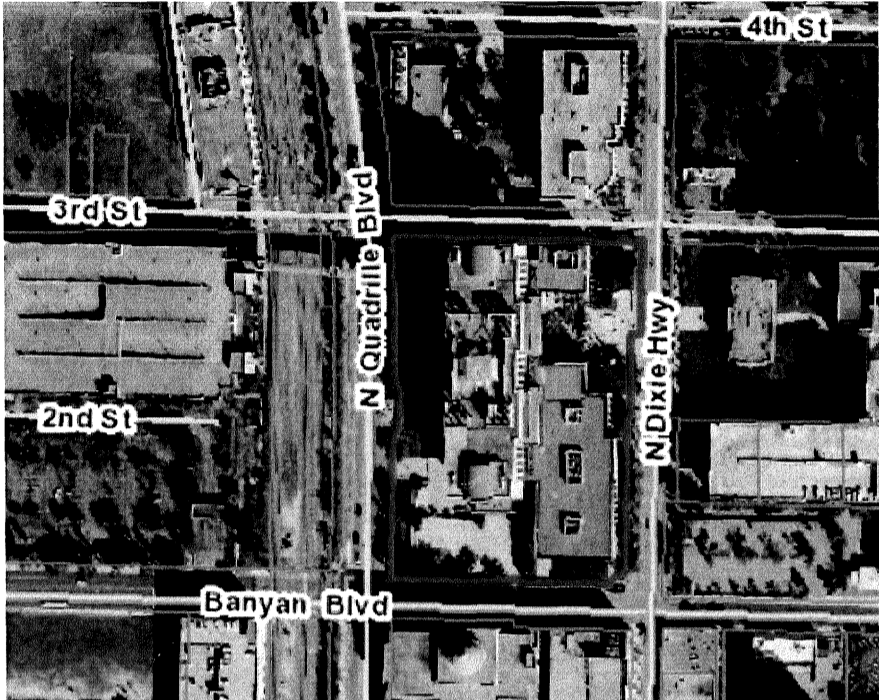
This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 19514

Project Name: Audio Mixer and Amplifier Replacement – Courtrooms & Hearing Rooms

Location: 205 North Dixie West Palm Beach (Main County Courthouse)



ATTACHMENT 1

Location: 200 W Atlantic Ave Delray Beach (South County Courthouse)



Location: 3188 PGA Blvd Palm Beach Gardens (North County Government Center)



ATTACHMENT 1

Location: 2976 State Road 15 Belle Glade (West County Courthouse)



Location: 3228 Gun Club Road West Palm Beach (Gun Club Courthouse)



Attachment 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 9/30/19 REQUESTED BY: Andy Gamble PHONE: 233-2055

PROJECT TITLE: Audio mixer and amplifier replacement – courtrooms & hearing rooms
(Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

IST PLANNING NO.:

REQUESTED AMOUNT: \$1,153,369.00

BCC RESOLUTION#:

eFDO #:2019-031836

DATE:

CSA or CHANGE ORDER NUMBER:

LOCATION: 3188 PGA Blvd., Palm Beach Gardens; 205 N. Dixie Hwy., WPB; 200 W. Atlantic Ave., Delray Beach

BUILDING NUMBER: 32; 603; 43

DESCRIPTION OF WORK/SERVICE LOCATION: NCGC; MCCH, S County Courthouse

PROJECT/W.O. NUMBER: 19514

CONSULTANT/CONTRACTOR: Pro Sound, Inc.

(low voltage)

PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE CONSULTANT/CONTRACTOR:

Furnish all labor, material, supervision, permits and supplies necessary and reasonably incidental to replace all courtroom audio mixers, amplifiers and power Distribution equipment at Palm Beach County Courthouses with a QSC Q-SYS audio platform per Attachment D and Addendum Number 1 provided by Capital Improvements Division.

CONSTRUCTION	\$1,153,369.00	3804/411/B680-4907	\$ 223,000.00
PROFESSIONAL SERVICES	\$ NA	3804/411/B634-4907	\$ 567,000.00
STAFF COSTS*	\$ NA	3804/411/B622-4907	\$ 140,000.00
EQUIP. / SUPPLIES	\$ NA	3804/411/B612-4907	\$ 45,000.00
CONTINGENCY	\$ 115,336.90 <i>57,468</i>	3804/411/B577-4907	\$ 45,000.00
TOTAL	\$1,268,705.90 <i>1,211,037</i>	3804/411/B568-4907	\$ 33,886.00
		3804/411/B502-4907	\$ 52,583.00
		3804/411/B573-4907	\$ 104,568.00

* By signing this BAS your department agrees to these CID staff charges and your account will be charged upon receipt of this BAS by FD&O. Unless there is a change in the scope of work, no additional staff charges will be billed. If this BAS is for construction costs of \$250,000 or greater, staff charges will be billed as actual and reconciled at the end of the project. If the project requires Facilities Management or ESS staff your department will be billed actual hours worked upon project completion.

BUDGET ACCOUNT NUMBER(S) (Specify distribution if more than one and order in which funds are to be used):

FUND: DEPT: UNIT: OBJ:

See above

IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: _____ Amount \$ _____)

Department: _____

BAS APPROVED BY: *[Signature]*

DATE *2/18/2020*

ENCUMBRANCE NUMBER: _____

**WORK ORDER 20-008 TO CONTRACT FOR
ANNUAL LOW VOLTAGE
AUDIO MIXER AND AMPLIFIER REPLACEMENT – COURTROOMS & HEARING
ROOMS
PROJECT NO. 19514**

THIS WORK ORDER is made as of _____ by and between Palm Beach County, a political subdivision of the State of Florida, hereinafter referred to as “Owner”, and Pro Sound, Inc., a Florida Corporation, hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated November 19, 2019 (R2019-1750) (“Contract”) is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract as may be supplemented and amended by this Work Order;

NOW THEREFORE, in exchange for the mutual covenants and promises set forth herein and the sums of money agreed to be paid by the Owner to the Contractor, the parties agree as follows:

- 1. Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.
- 2. Total Bid Amount.** Pursuant to Section 6.3 of the Instructions to Bidders of the Annual Contract for Low Voltage services between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$1,153,369.00** for the construction costs of replacing all courtroom audio mixers, amplifiers and power distribution equipment at Palm Beach County Courthouses as set forth on the **Bid Form** attached hereto and incorporated herein by reference.
- 3. Schedule of Time for Completion.** The time of completion for this Work Order will be as follows: The Contractor shall substantially complete the project within **120** calendar days of permit issuance. Liquidated Damages are **\$80/day** for failure to achieve certification of substantial completion within the contract time or approved extension thereof.
- 4. APIs.** The APIs applicable to this Contract are attached hereto.
- 5. EBO Participation to Date.** To date Contractor has achieved 0% SBE subcontracting participation on this Contract. Contractor will provide 0% on this Work Order.
- 6. Attachments.** The following attachments are attached hereto and incorporated herein by reference:

Bid Form
EBO Schedules 1 and 2
APIs
Bid Bond/Security

Project Requirements
Addendum Number 1
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

7. Except as specially modified herein, the Contract remains in full force and effect. All capitalized terms herein shall have the same meaning as set forth in the Contract.

THE REMAINDER OF THIS PAGE IS LEFT INTENTIONALLY BLANK.

IN WITNESS WHEREOF, the Board of County Commissioners of Palm Beach County, Florida has made and executed this Work Order on behalf of the COUNTY and CONTRACTOR has made and executed this Work Order, the day and year written above.

ATTEST:

SHARON R. BOCK, CLERK & COMPROLLER

PALM BEACH COUNTY BOARD, FLORIDA
Political Subdivision of the State of Florida
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Dave Kerner, Mayor

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: *MB Heenan*
County Attorney

By: *Audrey Wolf*
Audrey Wolf, Director - FD&O

WITNESS: FOR CONTRACTOR SIGNATURE

CONTRACTOR: Pro Sound, Inc.

Steven Rothman, CFO
Signature

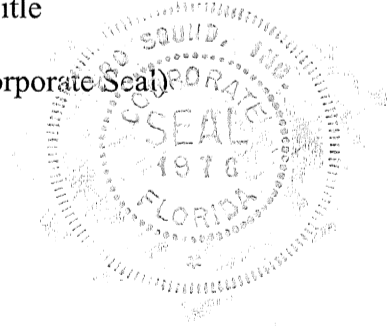
Stuart Rote
Signature

Steven Rothman
Name (type or print)

Stuart Rote
Name (type or print)

Vice President
Title

(Corporate Seal)



BID FORM

IN ORDER TO BE DEEMED RESPONSIVE TO THIS INVITATION TO QUOTE/BID, THE QUOTE/BID PACKAGE MUST CONTAIN:

- a) **This Quote/Bid Form completed and executed.**
- b) **Schedules 1 and 2.**
- c) **Bid Security.** (If the bid/quote is \$200,000 or more).

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL BID/QUOTE AMOUNT \$ 1,153,369.00

Written amount One million, one hundred fifty-three thousand, three hundred and sixty-nine dollars and zero cents

2. Bidder commits to achieving the APIs applicable to this solicitation as designated on Attachment B and as submitted on its Schedules 1 and 2.

3. Is the Bidder a Palm Beach County Registered S/M/WBE? Yes _____ No X

4. Commercial Non-Discrimination Certification. The undersigned Bidder hereby certifies and agrees that the following information is correct: In preparing its response to this Solicitation, the Bidder has considered all proposals submitted from qualified, potential Subcontractors and suppliers, and has not engaged in "discrimination" as defined in the County's Commercial Nondiscrimination Policy as set forth in Resolution 2017-1770 as amended, to wit: discrimination in the solicitation, selection or commercial treatment of any Subcontractor, vendor, supplier or commercial customer on the basis of race, color, national origin, religion, ancestry, sex, age, marital status, familial status, sexual orientation, gender identity or expression, disability, or genetic information, or on the basis of any otherwise unlawful use of characteristics regarding the vendor's, supplier's or commercial customer's employees or owners; provided that nothing in this policy shall be construed to prohibit or limit otherwise lawful efforts to remedy the effects of discrimination that have occurred or are occurring in the County's relevant marketplace of Palm Beach County. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for the County to reject the bid submitted by the Bidder for this Solicitation, and to terminate any contract awarded based on the response. As part of its bid, the Bidder shall provide to the County a list of all instances within the immediate past four (4) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that the Bidder discriminated against its Subcontractors, vendors, suppliers or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken. As a condition of submitting a bid to the County, the Bidder agrees to comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.


BID/QUOTE PROVIDED BY: Pro Sound Inc. (dba Pro Sound & Video)

Contractor Name

September 19, 2019

Date

Signature



FL Lic# E50000149

Chief Executive Officer

Title

Bid/Quotes Must Contain Original Signatures. No Copies or Faxed Quotes Will Be Accepted

OEBO SCHEDULE 1

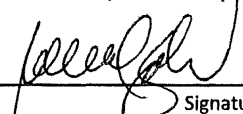
LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

SOLICITATION/PROJECT/BID NAME: Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms
NAME OF PRIME RESPONDENT/BIDDER: Pro Sound Inc. (dba Pro Sound & Video)
CONTACT PERSON: Stuart Rote
SOLICITATION OPENING/SUBMITTAL DATE: September 19, 2019

SOLICITATION/PROJECT/BID No.: 19514
ADDRESS: 1375 NE 123 St.
PHONE NO.: 305-891-1000 **E-MAIL:** srote@prosound.net
DEPARTMENT: Operations

PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT ON THIS PROJECT. PLEASE ALSO LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT.

Name, Address and Phone Number	(Check all Applicable Categories)			DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	M/WBE	SBE	Black	Hispanic	Women	Caucasian	Other (Please Specify)	
		Minority/Women Business	Small Business						
1. Pro Sound Inc. (dba Pro Sound & Video) 1375 NE 123 St. Miami, FL 33161	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	100%	_____	
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	
(Please use additional sheets if necessary)							Total	100 %	_____
Total Bid Price \$ <u>1,153,369.00</u>				Total SBE - M/WBE Participation <u>0%</u>					

I hereby certify that the above information is accurate to the best of my knowledge:  Chief Executive Officer
Signature Title

- Note:**
1. The amount listed on this form for a Subcontractor/subconsultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.
 2. Firms may be certified by Palm Beach County as an SBE and/or an M/WBE. If firms are certified as both an SBE and/or M/WBE, please indicate the dollar amount under the appropriate category.
 3. Modification of this form is not permitted and will be rejected upon submittal.

OEBO LETTER OF INTENT – SCHEDULE 2

A completed Schedule 2 is a binding document between the Prime Contractor/consultant and a Subcontractor/subconsultant (for any tier) and should be treated as such. The Schedule 2 shall contain bolded language indicating that by signing the Schedule 2, both parties recognize this Schedule as a binding document. All subcontractors/subconsultants, including any tiered subcontractors/subconsultants, must properly execute this document. Each properly executed Schedule 2 must be submitted with the bid/proposal.

SOLICITATION/PROJECT NUMBER: 19514
 SOLICITATION/PROJECT NAME: Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms

Name of Prime: Pro Sound Inc. (dba Pro Sound & Video)

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): _____

The undersigned affirms they are the following (select one from each column):

Column 1

Column 2

Male Female African-American/Black Asian American Caucasian American
 Hispanic American Native American

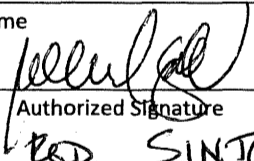
S/M/WBE PARTICIPATION – S/M/WBE Primes must document all work to be performed by their own work force on this form. Failure to submit a properly executed Schedule 2 for any S/M/WBE participation may result in that participation not being counted. Specify in detail, the scope of work to be performed or items supplied with the dollar amount and/or percentage for each work item. S/M/WBE credit will only be given for the areas in which the S/M/WBE is certified. A detailed proposal may be attached to a properly executed Schedule 2.

Line Item	Item Description	Unit Price	Qty./Units	Contingencies/ Allowances	Total Price/Percentage

The undersigned Subcontractor/subconsultant is prepared to self-perform the above-described work in conjunction with the aforementioned project at the following total price or percentage: 0%

If the undersigned intends to subcontract any portion of this work to another Subcontractor/subconsultant, please list the business name and the amount below accompanied by a separate properly executed Schedule 2.

_____ Price or Percentage: _____
 Name of 2nd/3rd tier Subcontractor/subconsultant

Pro Sound Inc. (dba Pro Sound & Video)
 Print name of Prime
 By: 
 Authorized Signature
BOB SINTON
 Print name
 Chief Executive Officer
 Title
 Date: September 19, 2019

N/A
 Print name of Subcontractor/subconsultant
 By: _____
 Authorized Signature

 Print name

 Title
 Date: _____

ATTACHMENT "A"
(for Asbestos Abatement, Low Voltage, Roofing)

**AFFIRMATIVE PROCUREMENT INITIATIVES FOR CONSTRUCTION PROCUREMENT
("API"s)**

The API(s) approved for this project are selected below by . Any bid that fails to comply with the API requirements after the period allowed for waiver requests has lapsed shall be deemed non-responsive. Fillable pdfs of all EBO forms can be found on the OEBO website at <http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

Waiver

The Office of EBO has granted a waiver of the EBO Program API(s) for this Work Order.

SBE Sheltered Market for Small Construction Contracts

Under this contract, Work Orders \$100,000 and below are reserved for competition among only certified SBEs. Small prime construction contracts (single trade or multi-trade) valued at or below \$100,000 may be reserved for sheltered market competition where only certified SBEs are eligible to submit bids or quotes.

SBE Subcontracting Program

A minimum mandatory goal of 20% SBE participation is established for this contract. The EBO Office shall reduce or waive this goal when there is inadequate availability of SBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation.

SBE Price Preference For Single Trade Construction

The work orders under this contract shall be awarded to the lowest, responsive, responsible bidder unless a certified SBE's bid is within ten percent (10%) of the lowest non-SBE bid, in which case the award shall be made to the certified SBE bidder. Construction contracts where there are no opportunities for subcontracting (i.e. single trade), may include a provision requiring awards of the contract to be made to the lowest responsive, responsible respondent or bidder unless a certified SBE's bid is within ten (10) percent of the lowest non-small business bid, in which case the award shall be made to the certified small business bidder submitting the lowest responsive, responsible bid at the price that it bid.

M/WBE Subcontracting Goal*

_____ % (Up to 40%) of this Contract shall be subcontracted to certified M/WBEs owned by African American, Hispanic American, Asian American, Native American, or non-minority women persons. The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE subcontracting goal shall be considered non-Responsive.**

M/WBE Segmented Subcontracting Goals*

_____ % of the M/WBE subcontracting goal shall be achieved through the utilization of certified M/WBEs owned by African American, Hispanic American, Asian American,

Native American, and non-minority women persons (check applicable). M/WBE Segmented Subcontracting Goals are established on an individual County contract wherein an overall combined M/WBE goal is accompanied by subsets of one or more smaller goals that specifically target the participation of a particular segment of Minority Group Member segments or the WBE segment based upon that segment's relative availability. Such segmented goals shall specifically target the participation of a particular segment of business enterprises owned and controlled by women or certain Minority Group Members (e.g., African-Americans, Hispanic-Americans, Asian-Americans, or Native Americans) based upon relative availability, as well as the existence of consistently and significantly greater patterns of underutilization and disparity within an industry as compared to other gender and Minority Group Member categories of M/WBEs. (For example, if an overall M/WBE subcontracting goal is set at 38% on a given contract, the segmented subcontracting goal may require that at least 23% of that 38% shall be satisfied through the utilization of African American and Hispanic subcontractors.) The EBO Office shall reduce or waive this goal when there is inadequate availability of M/WBE prime and / or subcontractor firms. Respondents/bidders may request such waivers at least seven (7) days prior to bid opening based on submission of adequate Good Faith Efforts documentation. **In the absence of a waiver granted by the Office of EBO, a respondent/bidder who does not commit to satisfying the M/WBE segmented subcontracting goals shall be considered non-Responsive.**

M/WBE Joint Venture/Partnership/Teaming Incentive for Contracts greater than \$2.5 million

_____ (Up to 20%) evaluation points out of 100 are reserved for qualifying M/WBE joint ventures. See, Exhibit "Z" for joint venture/partnership teaming incentive program requirements. Incentives are established to promote joint ventures, partnerships, or teaming arrangements between larger established firms and M/WBE firms, or between and among SBE and M/WBE firms. For RFPs, the incentive may be for up to twenty percent (20%) of one hundred evaluation points to be reserved for qualifying M/WBE joint ventures where the certified M/WBE joint venture partner owns 50% or greater, and performs 50% or greater of the work, of the overall joint venture. Proportionately fewer evaluation preference points would be awarded to the joint venture based upon lesser percentages of ownership by the M/WBE partner.

M/WBE Evaluation Preference for RFPs for Prime M/WBE firms

_____ (Up to 15%) of the evaluation points are reserved as a preference for proposals submitted by certified M/WBE firms. Evaluation panels shall assign point preferences equal to up to 15% of the total points assigned for the evaluation, scoring and ranking of construction-related proposals submitted by those certified M/WBE firms. An M/WBE awarded a prime contract may not subcontract more than 49% of the contract value to a non-M/WBE firm.

***FINDINGS OF THE GOAL SETTING COMMITTEE FOR RACE-CONSCIOUS APIs:**

ATTACHMENT C
Include Attachment C if bid is \$200,000 or more

PROJECT NUMBER: 19514

PROJECT NAME: Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms

DATE: September 19, 2019

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, _____
Pro Sound, Inc. (hereinafter called "Principal"), and _____
Arch Insurance Company (hereinafter called "Surety") are held and firmly
bound unto Palm Beach County, a Political Subdivision in the State of Florida, by and through its Board of
County Commissioners, (hereinafter called "County") in the sum of Five Percent of the Amount Bid

Dollars, (\$ 5% _____), (which sum
is **at least 5% of the bid price**), lawful money of the United States of America, for the payment of which
sum will and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly
and severally, firmly be these presents;

WHEREAS, the "Principal" contemplates submitting or has submitted a bid to the Board of County
Commissioners, Palm Beach County, Florida, for furnishing and paying for all necessary labor materials,
equipment, machinery, tools, apparatus, services, all state workmen's compensation and unemployment
compensation taxes incurred in the performance of the Contract, means of transportation for and complete
Construction of: **Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms, Project
Number 19514**, in the County of Palm Beach, State of Florida; and

WHEREAS, it was a condition precedent to the submission of said bid that a certified check cashier's check,
money order or bid bond in the amount of five percent (5%) of the base bid be submitted with said bid as a
guarantee that the bidder would, if given a Notification from Owner, enter into a written contract with the
County, and furnish a public construction bond in an amount equal to one hundred (100%) of the total
Contract, within fourteen (14) consecutive calendar days after the County issues the Notification from
Owner.

NOW THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if the bid
of the "Principal" herein is accepted and said "Principal", within fourteen (14) consecutive calendar days
after written notice being given of such acceptance, (i) enter into a written contract with the County and (ii)
furnishes a public construction contract bond in the amount equal to one hundred percent (100%) of the
total contract amount and in a form satisfactory to the County, then this obligation shall be void. If the
Principal fails to complete (i) and (ii) above, the sum herein stated shall be due and payable to the "County",
and the "Surety" herein agrees to pay said sum immediately upon demand of the "County", in good and
lawful money of the United States of America, as liquidated damages for failure of said "Principal".

IN WITNESS WHEREOF, the said Pro Sound, Inc.
as "Principal" herein, has caused these presents to be signed in its name, by its _____
_____, and attested by its _____ under
the corporate seal, and the said Arch Insurance Company as "Surety"
herein, has caused these presents to be signed in its name, by its Attorney-in-Fact
_____, and attested by its corporate Seal, this 19th day of September A.D., 20 19.

ATTEST:

(SEAL)

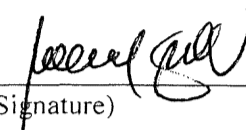


Pro Sound, Inc.

(Contractor Name)

Stuart Rote

Print Name

By: 

(Signature)

TITLE: G.M.

Print Name: ROD SINTON

ATTEST:

(SEAL)

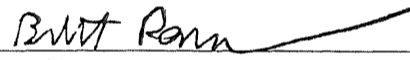


Arch Insurance Company

(Surety Name)

Jennifer Stephens

Print Name

By: 

(Signature)

TITLE: Witness

Print Name: Brett Rosenhaus, Attorney-in-Fact

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

- Brett Rosenhaus of Delray Beach, FL
- Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
- F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
- John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
- Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)-in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

**ATTACHMENT D
PROJECT REQUIREMENTS
Annual Contract – Low Voltage**

Contact: Andrew Gamble, Capital Improvements Division
 Phone: (561) 233-2055
 Project Title: Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms
 Project #: 19514
 Project Location(s): See below.

Lot	Location	Rooms
Lot 1	Main County Courthouse 205 North Dixie, WPB, FL 33401	Courtrooms: 6A; 6B; 6C; 6D; 6J; 6K; 6L; 6M; 9A; 9C; 9D;; 10C; 10D; 11C; 11D
Lot 2	Main County Courthouse 205 North Dixie, WPB, FL 33401 South County Courthouse 200 W Atlantic Ave, Delray Beach, FL 33444	MCCH Courtrooms: 2D; 4A; 4B; 4C; HR: 3.1117 SCCH Courtrooms: 1; 2; 3; 4; 5; 6; 7; 8; 9. Hearing Rooms: A; B; C; D; E.
Lot 3	North County Government Center 3188 PGA Boulevard, Palm Beach Gardens, FL 33410 West County Courthouse 2976 State Road 15, Belle Glade, FL 33430	NCGC Courtrooms: 1; 2; 3; 4. Hearing Rooms: 1418; 2706; 2711, WCCH Courtrooms: 1; 2. Hearing Rooms: A; B
Lot 4	Main County Courthouse 205 North Dixie, WPB, FL 33401 Gun Club Courthouse 3228 Gun Club Road, WPB, FL 33406	MCCH Courtrooms: 2A; 2B; 2C; 2E; 3A; 3B; 4D; 6E; 6F; 6G; 6H; 6I; 9B; 9E; 9F; 9G; 9H; 10A; 10B; 10E; 10F; 10G; 10H; 11A; 11B; 11E; 11F; 11G; 11H. Gun Club Courtrooms: 1; 2.

1. GENERAL

- a. The work listed under this bid document consists of, but is not limited to, the furnishing all labor, equipment, devices, tools, materials, transportation, services, supervision, drawings, permitting and all miscellaneous requirements to perform all operations necessary to accomplish the work set forth below and shall be considered part of the Scope of Work.
- b. Please reference the Annual Contract – Low Voltage for additional requirements.

- c. The contractor shall contact Palm Beach County, Capital Improvement, Project Manager seventy-two (72) hours prior to commencement of scheduled work or site visit to ensure all security clearances are completed, and confirm the project itinerary.
- d. Work is to be completed within one hundred twenty (120) days from permit issuance. Permit application, if required, is to be submitted by Contractor within five (5) days of Notice to proceed and due diligence exercised to address all Building Department comments.
- e. Liquidated damages will accrue in the amount of \$80 per day.
- f. The Contractor will provide a Certificate of Occupancy or Certificate of Completion, as appropriate, obtained from the proper Building official, prior to processing of final payment.
- g. Contractor is responsible for obtaining all measurements during the site inspection.
- h. Work will be completed in accordance with the areas specified in each Lot. The work in Lot 1 will be completed, tested and accepted first. The subsequent Lots will be done in the same manner. The next Lot will not begin until the previous Lot is accepted.

2. SCOPE OF WORK

- a. Electronic Systems and Security (ESS) is replacing all Courtroom Audio Mixers, Amplifiers and Power Distribution Equipment at Palm Beach County Courthouses with a QSC Q-SYS audio platform. The Q-SYS system will support telephonic integration; therefore, existing Lectrosonics TH4 and SPNCWB equipment are not needed. The QSC system is an IP integrated scalable audio solution, which will convert the County Courtroom Audio from an analog to a digital format. The Courtrooms are been divided in four separate lots and will be implemented individually.
- b. The following scope of work is typical for all lot locations per product specifications (Exhibit 6) and ESS specifications (Exhibit 8). Pre-test all courtroom/hearing rooms' audio system, with ESS technical staff, for proper operation before installing new equipment. Install, program QSC Q-SYS Cores and audio rack mixer, Amplifier and UPS. Program QSC Q-SYS components per courtrooms ESS specifications as depicted on Exhibit 2. QSC is the basis of design for this project.
 - 1. Required features:
 - a) User Access Control.
 - b) The system should be configured to support existing analog, confidence monitoring with the new IP based confidence monitoring of the courtrooms.
 - c) Configure the system to display a light indicator in the courtroom when recording.
 - d) Configure the QSC system to work with Open Court over IP.
 - e) Different User Control Interfaces based on user profiles.

- f) Remotely control and monitor courtroom audio.
- g) Remotely support audio issues in the courtrooms.
- h) Audio streaming over the network for Open Court to record courtroom using Dante.
- i) Courtroom Audio sync with Courtroom Video for digital recording.
- j) All in one channel audio recording over IP based on ambient noise in the courtroom.
- k) The system should be configured to add county VOIP system for courtroom audio conferences.
- l) The system should be configured with Dante to support courtroom recording over the network.
- m) Customizable touch panel to control courtroom audio and VoIP softphone.
- n) The Court should have the ability to schedule the audio system in the courtroom to turn on and off on a scheduled time.
- o) Configure the system to switch the video to focus on the person speaking on different mics in the courtrooms.
- p) The vendor should have Q-SYS level 2 programmer on staff to support system programming.

Lot 1

Location: Main County Courthouse (MCCH)
205 North Dixie, West Palm Beach, FL 33401

a. FTR Room 5.160 (Core 3100 rack location)

1. Provide and install (2) two Q-SYS Enterprise Core 3100 Switch, (3) three I/O Frame Kit, (3) three Dante Cards, (2) two I/O-8 Flex Expansion Pack in FTR room number 5.1600 with associated components as depicted on Exhibit 1.
2. Contractor to provide (2) two new Audio racks to existing specifications as depicted on Exhibit 2. The contractor shall install QSC Equipment in new Audio rack off site, test all equipment and install inside courtroom to minimize Courtroom downtime.
3. In new Audio rack provide and Install a rack mount Tripp-lite UPS or equal model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4.
4. In Courtrooms/Hearing, rooms install new AV rack, QSC Q-SYS 7" touch panel on Judges Bench. Test all equipment for proper operations. See Exhibit 7 for rack location inside courtrooms.
5. In Courtrooms/Hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.
6. In existing Audio rack, (in preparations for reuse), remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-

915), and Install a rack mount Tripp-lite UPS or equal model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4. Continue with previous instructions: Lot 1 paragraph c.

7. Test all equipment for proper operation with ESS and CAD technicians per QSC Q-SYS specifications.
8. Some Hearing Rooms may use a different type of AV rack. It shall be the responsibility of the contractor to document the differences between locations for submitting their competitive bids. All uninstalled equipment's shall be returned to ESS for proper disposal or surplus.

Lot 2

Locations: Main County Courthouse & South County Courthouse

a. Main County Courthouse (MCCH)

205 North Dixie, West Palm Beach, FL 33401

1. In existing Audio rack, remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-915), and Install a rack mount Tripp-lite UPS model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4.
2. In Courtrooms/Hearing, rooms install new AV rack, QSC Q-SYS 7" touch panel on Judges Bench. Test all equipment for proper operations. See Exhibit 7 for rack location inside courtrooms.
3. In Courtrooms/Hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.

b. South County Courthouse

200Atlantic Ave, Delray Beach, FL 33444

201FTR Room number: 2C121

1. Provide and install quantity 2: Q-SYS Enterprise Core 510i Server and Dante card in (FTR) For The Record room number: 2C121
2. In existing Audio rack, remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-915), and Install a rack mount Tripp-lite UPS model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4. Test all equipment with ESS and CAD technicians.

3. In Courtrooms/hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.

Lot 3

Locations: North County Courthouse & West County Courthouse

a. North County Government Center (NCGC)
3188 PGA Blvd, PBG FL 33410

1. Provide and install quantity 2: Q-SYS Enterprise Core 510i Server and Dante card in (FTR) For The Record room number: 1427
2. In existing Audio rack, remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-915), and Install a rack mount Tripp-lite UPS model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4.
3. In Courtrooms/Hearing, rooms install new AV rack, QSC Q-SYS 7" touch panel on Judges Bench. Test all equipment for proper operations. See Exhibit 7 for rack location inside courtrooms.
4. In Courtrooms/Hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.

b. West County Courthouse (WCCH)
2976 State Road 15, Belle Glade, FL 33430
2977FTR Room number: N-119

1. Provide and install quantity 2: Q-SYS Enterprise Core 510i Server and Dante card in (FTR) For The Record room number: N-119
2. In existing Audio rack, remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-915), and Install a rack mount Tripp-lite UPS model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier with additional input card, a QSC Q-SYS Core 510i, with a Dante Card, CIML 4 and COL 4 in/out cards. See Exhibits 2, 3 and 4. Test all equipment with ESS and CAD technicians.
3. In Courtrooms/Hearing, rooms install a QSC Q-SYS 7" touch panel on Judges Bench. Test all equipment for proper operations. See Exhibit 7 for rack location inside courtrooms.
4. In Courtrooms/hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.

Lot 4

Location: Main County Courthouse & Gun Club Courthouse

- a. Main County Courthouse (MCCH)
205 North Dixie, West Palm Beach, FL 33401
 1. See Lot 1 for Main County Courthouse.
- b. Gun Club Courthouse (GCLB)
3228 Club Road, WPB, FL 33406
3229 Gun Club FTR Room (Core 510 rack location)
 1. Provide and install a Network Rack (SmartRack 12U model SR12UB or equivalent) with a Tripp-lite UPS model number SM1000RM1UTAA SmartPro, quantity 2: Q-SYS Enterprise Core 510i Server and Dante card in ISS IDF room number W114.
 2. In existing Audio rack, remove Lectrosonics equipment (Mixer, TH-4 Interface, Audio Amplifier and Power Distribution PD-915), and Install a rack-mount Tripp-lite UPS model number SM1000RM1UTAA SmartPro, a QSC Q-SYS CXD-Q Series 8 Channels Audio Network amplifier, a QSC Q-SYS Core 510i, with a Dante Card CIML 4 and COL 4 in/out cards. Actual in/out cards equipment will vary by Courtroom. See Exhibits 2, 3 and 4.
 3. In Courtrooms/Hearing, rooms install a QSC Q-SYS 7" touch panel on Judges Bench. Test all equipment for proper operations. See Exhibit 7 for rack location inside courtrooms.
 4. In Courtrooms/Hearing, rooms on the Judge Bench remove A/V Bench Controls from Judges Bench including TH4 remote.
 5. Test all equipment with ESS and CAD technicians per QSC Q-SYS specifications.

3. CONTRACTOR BIDDING REQUIREMENTS

The vendor shall have Q-sys level 2 programmer to support system programming. See Exhibit 5

4. CONTRACTOR RESPONSIBILITY

- a. The Contractor will require to produce Three (3) Shop drawings 24" X 36" including in electronic format AutoCAD version 2013 for ESS to review prior of commencing work.
- b. The Contractor will require to provide a work schedule timeline in detail for ESS and Court Admin to review and approve prior of commencing work.

- c. The Contractor will install first two courtrooms equipment in a new AV Rack and reuse the used rack to install the remaining equipment.
- d. All equipment shall be programmed and tested prior to the installation inside the courtrooms to provide an expedite installation and quickly restore Courtroom to its native state if new equipment will not work and cannot be completed in time.
- e. Each courtroom shall be up and running by 7:30 AM of the next business day.
- f. All AV Rack installation and work shall be done afterhours except for the Core installations inside the FTR rooms.
- g. Actual equipment list may vary by Courtroom inputs and outputs requirements. See Exhibit 3.
- h. Test existing Courtroom audio system with PBC ESS prior removal of existing equipment.
- i. Program and test all equipment to match functions as depicted on Exhibit 1.
- j. Complete Lots in order unless directed otherwise by PBC - ESS.
- k. Return all uninstalled Audio equipment to PBC - ESS.

5. ESS RESPONSIBILITY

Provide escort and acceptance test.

6. ISS RESPONSIBILITIES: (Prior to the mixer installation).

- a. Patch and activate new drops, provide IP addresses to CAD.
- b. Activate digital phone line; provide telephone number to ESS and CAD.

7. SUBMITTALS

All submittals shall be sent to the Project Manager for approval. This includes, but is not limited to, products to be used, methods of installation and requests for information and/or clarification. All submittals shall be made by the Contractor and shall include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form shall be included, which clearly requests data or information and deviations from the contract requirements for which approval is being requested. Failure to provide sufficient information will result in the rejection of the submittal. Where the specifications do not specify a brand name product or where a substitution of a product is not specifically prohibited, the Contractor shall submit their selected products for approval by the Project Manager. Such submittals shall include as much detail, and in a format, as required by the Project Manager, to allow the Project Manager to evaluate the proposed substitution.

8. MATERIALS

Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials will be rejected.

9. TEMPORARY PROTECTION

The Contractor shall protect all workers, staff and the public from injury. Protect all existing finishes and equipment. The Contractor shall coordinate and schedule all work with the Project Manager.

10. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. Any damage caused by Contractor (including landscaping) shall be the responsibility of the Contractor to repair and return to its original state. The Contractor shall conduct all work to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas.

11. PROJECT PART LIST

- a. AV Rack only (Custom Made). See Exhibit 7
- b. QSC Q-SYS Core 3100,
- c. QSC Q-SYS Core 510i
- d. QSC Q-SYS I/O-8 Flex
- e. QSC Q-SYS TSC-7t
- f. QSC Q-SYS COL4
- g. QSC Q-SYS CIML4
- h. QSC Q-SYS I/O FRAME KIT
- i. QSC Q-SYS Dante CDN64
- j. QSC Q-SYS CXD8.4Q Amp
- k. QSC Q-SYS CXDQ Amp
- l. 6200U Cable and HDW Connectors
- m. Tripp-Lite UPS SM1000RM1UTAA SmartPro

12. EXAMINATION

Report to the CID Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work.

13. INSTALLATION

- a. All materials shall be installed in strict accordance with manufacturers' written instruction and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.
- b. The Contractor shall provide a complete installation as described in the Scope of Work. The omission of any essential detail from the specifications listed above does not relieve the Contractor from furnishing a complete service.

14. WARRANTY

Contractor warrants all equipment, materials and labor furnished or performed against defects in design, materials and workmanship for a period of twelve (12) months from substantial completion.

15. CLEAN UP

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area.

16. SECURITY

All contractors must have Palm Beach County CJI Facilities Background Check and Palm Beach County badge prior to commencement of work.

This project is subject to: Critical Facilities Background Check
 CJI Facilities Background Check
 No Background Check

**BOARD OF COUNTY COMMISSIONERS
PALM BEACH COUNTY, FLORIDA
FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT
PROCUREMENT & PROJECT IMPLEMENTATION GROUP**

PROJECT NAME: Audio Mixer and Amplifier Replacement - Courtrooms & Hearing Rooms

PROJECT NUMBER: 19514

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: August 21, 2019

TO: Prospective Bidders

This addendum forms a part of the contract documents, modifies the original bid documents and shall be as binding as if contained therein. Acknowledge receipt of this addendum in the space provided on the "Bid Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (2) pages and one (1) drawing.

CHANGE TO ATTACHMENT D. – PROJECT REQUIREMENTS:

Section 2. SCOPE OF WORK:

Lot 1

Location: Main County Courthouse (MCCH)
205 North Dixie, West Palm Beach, FL 33401

- a. FTR Room 5.160 (Core 3100 rack location)
 1. Delete item "1" verbiage in its entirety and replace with item "1" below:
 1. Provide and install (2) two Q-SYS Enterprise Core 5200 Switch, (3) three I/O Frame Kit, (3) three Dante Cards, (2) two I/O-8 Flex Expansion Pack in FTR room number 5.1600 with associated components as depicted on Exhibit 1.

Section 11. PROJECT PART LIST

b. Delete item "b" verbiage in its entirety and replace with item "b" below:

b. QSC Q-SYS Core 5200

Exhibit 1 – (Attachment 4)

Delete item 'Exhibit 1" in its entirety and replace with item "Exhibit 1R"

IT IS REQUIRED THAT THIS ADDENDUM NO. ONE (1) AND ANY PREVIOUSLY ISSUED ADDENDUM(S) BE SIGNED IN THE ACKNOWLEDGMENT OF RECEIPT BELOW, AND ATTACHED TO THE BID FORMS AND BECOMES PART OF BID FORMS AND CONTRACT DOCUMENTS.

ACKNOWLEDGMENT OF RECEIPT: _____

A handwritten signature in black ink, appearing to be 'S. Smith', is written over a horizontal line.

END OF ADDENDUM



Arch Insurance Company

11315 Corporate Blvd.
Suite 200
Orlando, FL 32817

T: 321.400.6060
F: 407.658.1320

archinsurance.com

March 3, 2020

Palm Beach County
Board of County Commissioners
2633 Vista Parkway
West Palm Beach, FL 33411

Re: **Pro Sound, Inc.**
(Project 19514-Audio mixer and amplifier replacement- courtrooms & hearing rooms)

To Whom It May Concern:

Please allow this letter to serve as a formal authorization for Palm Beach County to date the above referenced bond and power of attorney to coincide with the contract date.

If you should have any questions, please do not hesitate to give me a call.

Sincerely,

A handwritten signature in cursive script that reads "Michael Dennis".

Michael Dennis
Vice President- Contract Surety
(321) 400-6024

PUBLIC CONSTRUCTION BOND

BOND NUMBER SU1155479

BOND AMOUNT \$1,153,369.00

CONTRACT AMOUNT \$1,153,369.00

CONTRACTOR'S NAME: Pro Sound, Inc.

CONTRACTOR'S ADDRESS: 1375 NE 123rd Street, Miami, FL 33161

CONTRACTOR'S PHONE: (305) 891-1000

SURETY COMPANY: Arch Insurance Company

SURETY'S ADDRESS: Harborside 3, 210 Hudson Street, Suite 300

Jersey City, NJ 07311

SURETY'S PHONE: (210) 743-4000

OWNER'S NAME: PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS
CAPITAL IMPROVEMENTS DIVISION

OWNER'S ADDRESS: 2633 Vista Parkway
West Palm Beach, FL 33411-5604

OWNER'S PHONE: (561) 233-0261

PROJECT NAME: Audio mixer and amplifier replacement – courtrooms & hearing rooms

PROJECT NUMBER: 19514

CONTRACT NUMBER (to be provided after Contract award): _____

DESCRIPTION OF WORK: Replacing all courtroom audio mixers, amplifiers and power distribution equipment at Palm Beach County Courthouses.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

205 North Dixie, West Palm Beach; 200 W. Atlantic Ave., Delray Beach; 3188 PGA Blvd., Palm Beach Gardens; 2976 State Road 15, Belle Glade; 3228 Gun Club Road, West Palm Beach.

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

KNOW ALL MEN BY THESE PRESENTS: that Contractor and Surety, are held and firmly bound unto
Palm Beach County Board of County Commissioners
301 N. Olive Avenue
West Palm Beach, Florida 33401

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

Dollars (\$1,153,369.00)

(One million, one hundred fifty-three thousand three hundred sixty-nine and
00/100)

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

WHEREAS,

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

Project Name: Audio mixer and amplifier replacement – courtrooms & hearing rooms

Project No.: 19514

Project Description: Replacing all courtroom audio mixers, amplifiers and power distribution equipment at Palm Beach County Courthouses.

Project Location: 205 North Dixie, West Palm Beach; 200 W. Atlantic Ave., Delray Beach; 3188 PGA Blvd., Palm Beach Gardens;
2976 State Road 15, Belle Glade; 3228 Gun Club Road, West Palm Beach.

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: N/A

LOCATION OF FIRM:

PHONE:

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

THE CONDITION OF THIS BOND is that if Principal:

1. Performs the contract between Principal and County for the construction of replacing all courtroom audio mixers, amplifiers and power distribution equipment at Palm Beach County Courthouses, the contract being made a part of this bond by reference, at the times and in the manner prescribed in the contract; and
2. Promptly makes payments to all claimants, as defined in Section 255.05, Florida Statutes, supplying Principal with labor, materials, or supplies, used directly or indirectly by Principal in the prosecution of the work provided for in the contract; and
3. Pays County all losses, damages (including liquidated damages), expenses, costs, and attorneys' fees, including appellate proceedings, that County sustains because of a default by Principal under the contract; and
4. Performs the guarantee of all work and materials furnished under the contract for the time specified in the contract, then this bond is void; otherwise it remains in full force.


5. Any changes in or under the contract documents and compliance or noncompliance with any formalities connected with the contract or the changes does not affect Surety's obligation under this bond. Any increase in the total contract amount as authorized by the County shall accordingly increase the Surety's obligation by the same dollar amount of said increase. Contractor shall be responsible for notification to Surety of all such changes.

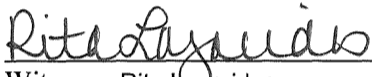
6. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of construction liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against the bond.

7. Principal and Surety expressly acknowledge that any and all provisions relating to consequential, delay and liquidated damages contained in the contract are expressly covered by and made a part of this Performance, Labor and Material Payment Bond. Principal and Surety acknowledge that any such provisions lie within their obligations and within the policy coverages and limitations of this instrument.

Section 255.05, Florida Statutes, as amended, together with all notice and time provisions contained therein, is incorporated herein, by reference, in its entirety. Any action instituted by a claimant under this bond for payment must be in accordance with the notice and time limitation provisions in Section 255.05(2), Florida Statutes. This instrument regardless of its form, shall be construed and deemed a statutory bond issued in accordance with Section 255.05, Florida Statutes.

Any action brought under this instrument shall be brought in the court of competent jurisdiction in Palm Beach County and not elsewhere.



Witness Rod Siatow


Witness Rita Lazarides

Pro Sound, Inc. 
Principal (Seal)

Stuart Rote V.P.
(Print name & title)

Arch Insurance Company
Surety (Seal)


(Print name & title) Brett Rosenhaus, Attorney-in-Fact

IMPORTANT: Surety companies executing bonds must appear and remain on the U.S. Treasury Department's most current list (Federal Register) during construction, guarantee and warranty periods, and be authorized to transact business in the State of Florida.

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

- Brett Rosenhaus of Delray Beach, FL
- Charles D. Nielson, Charles J. Nielson and David R. Hoover of Miami Lakes, FL (EACH)
- F. Danny Gann, Edward T. Ward and Audria R. Ward of Atlanta, GA (EACH)
- John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
- Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of December, 2019.

Attested and Certified

Arch Insurance Company

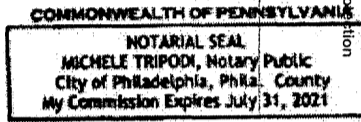
Patrick K. Nails
Patrick K. Nails, Secretary



David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, subscribed and executed the foregoing instrument, appeared before me and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal and delivered as said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 3, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20_____.

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Kan't Copy™ K1
Security Paper
• Hidden Pantograph
• Color Match
• Artificial Watermark
• Anti-Copy Coin Rub
• Erasure Protection
• Security Features Box
• Microprint Protection
• Acid Free

Kan't Copy™ K1
Security Paper
• Hidden Pantograph
• Color Match
• Artificial Watermark
• Anti-Copy Coin Rub
• Erasure Protection
• Security Features Box
• Microprint Protection
• Acid Free

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Pro Sound, Inc. and Surety
Name: Arch Insurance Company

We the undersigned hereby guarantee that the (Audio mixer and amplifier replacement – courtrooms & hearing rooms, Project #19514) Palm Beach County, Florida, which we have constructed and bonded, has been done in accordance with the plans and specifications; that the work constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work, together with any work of others which may be damaged in so doing, that may prove to be defective in the workmanship or materials within a period of one year from the date of Substantial Completion of all of the above named work by the County of Palm Beach, State of Florida, without any expense whatsoever to said County of Palm Beach, ordinary wear and tear and unusual abuse or neglect excepted by the County. When correction work is started, it shall be carried through to completion.

In the event of our failure to acknowledge notice, and commence corrections of defective work within five (5) working days after being notified in writing by the Board of County Commissioners, Palm Beach County, Florida, we, collectively or separately, do hereby authorize Palm Beach County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand.

DATED _____
(Date to be filled in at substantial completion)

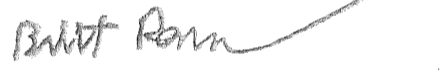
SEAL AND NOTARIAL
ACKNOWLEDGMENT OF SURETY

Pro Sound, Inc.
(Contractor Name) (Seal)

By: 
(Contractor Signature)

Stuart Rote V.P.
(Print Name and Title)

Arch Insurance Company
(Surety Name) (Seal)

By: 
(Surety Signature)

Brett Rosenhaus, Attorney-in-Fact
(Print Name and Title)

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

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- John R. Neu and Kevin Wojtowicz of St. Petersburg, FL (EACH)
- Laura D. Mosholder of Orlando, FL

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 3rd day of December, 2019.

Attested and Certified

Arch Insurance Company

Patrick K. Nails
Patrick K. Nails, Secretary

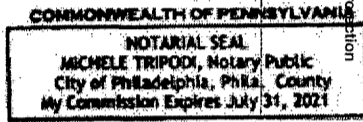


David M. Finkelstein
David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me as the persons and severally acknowledged that they being thereunto duly authorized, they have sealed with the corporate seal and their own free and voluntary acts for the uses and purposes therein set forth.



Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated December 3, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20_____.

Patrick K. Nails
Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Kant'Kopy® K1 Security Paper
• Hidden Pantograph
• Color Match
• Artificial Watermark
• Anti-Copy Coin Rub
• Erasure Protection
• Security Features Box
• Microprint Protection
• Acid Free
0013000303

Kant'Kopy® K1 Security Paper
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• Artificial Watermark
• Anti-Copy Coin Rub
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• Security Features Box
• Microprint Protection
• Acid Free