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

Meeting Date: March 8, 2022

[X] Consent] Workshop ſ

[] Regular

[] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 21-006 to the annual overhead door replacement contract with Door Systems of South Florida, Inc. (Contractor) (R2019-1311) for the Palm Beach County (PBC) Convention Center - Exhibit Hall Door Reconditioning Rebid project in the amount of \$330,000 for a period of 120 calendar days from permit issuance.

Summary: On September 10, 2019, the Board of County Commissioners (Board) approved the annual overhead door replacement contract with the Contractor for repair services for overhead and garage doors (rolling and sectional). Work Order No. 21-006 authorizes the repair, replacement and/or reconditioning of the existing doors at the PBC Convention Center. Additionally, the work includes but is not limited to the replacement of the crash bars; notification micro switches and brackets; hinges; door tracks and hangers; rollers and roller brackets; looped safety edge wiring; motors; controls; emergency stops; and automation capabilities. The existing doors are over 18 years old, in poor condition (rusted and dented) and at the end of their useful life. 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. The Contractor will have 120 calendar days from permit issuance to substantially complete the project. Liquidated damages for failure to achieve certification of substantial completion within the contract time or approved time extension thereof are \$80 per day. On January 2, 2019, the Goal Setting Committee applied the following Affirmative Procurement Initiatives (API) for this annual contract: 1) Sheltered market for projects less than \$100,000, when three or more Small Business Enterprises (SBE) are qualified; or 2) 10% SBE Price Preference for single-trade projects \$100,000 or more. Since this project is over \$100,000, the applicable API is 10% SBE Price Preference. The Contractor is not a Small/Minority Business Enterprise (S/MBE) and committed to 0% SBE participation on this work order. To date, there is no SBE participation on the annual overhead door replacement contract. Door Systems of South Florida, Inc. is not a local business. Funding for this project is from the Tourist Development Council-Building Renewal & Replacement fund. (Capital Improvements Division) District 2 (MWJ)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on July 1, 2021. Door Systems of South Florida, Inc. submitted the lowest responsive and responsible bid.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 21-006
- 4. Bid Summary
- **Quotation Comparison** 5.

Annual Contract - Overhead Doors #18376: Control Sheet 6.

Recommended by:	sami 1. agal Cella	9/10/22
	Department Director	Date
Approved by:	Mbaker	2/22/22

County Administrator

Date

Agenda Item #: **3H-15**

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2022	2023	2024	2025	2026
Capital Expenditures Operating Costs External Revenues Program Income (County)	<u>\$371,250</u>				
In-Kind Match (County					
NET FISCAL IMPACT # ADDITIONAL FTE POSITIONS (Cumulative)	<u>\$371,250</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>	<u>-0-</u>
Is Item Included in Current Budget: Does this item include use of federal funds?			Yes Yes	<u>X</u> No No	X

Budget Account No: Fund <u>3807</u> Dept <u>411</u> Unit <u>B647</u> Object <u>4907</u>

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

Funding for this project is from the Tourist Development Council-Building Renewal & Replacement fund.Construction\$330,000.00Staff Cost\$ 8,250.00Contingency\$ 33,000.00\$ 371,250.00

Departmental Fiscal Review C.

III. <u>REVIEW COMMENTS</u>

A.	OFMB Fiscal and/or Contract Development Comments:
	June Put 2/16/22 LM Contract Development and Control 2/11/202
B.	Legal Sufficiency: Assistant County Attorney Legal Sufficiency:
~	

C. Other Department Review:

Department Director

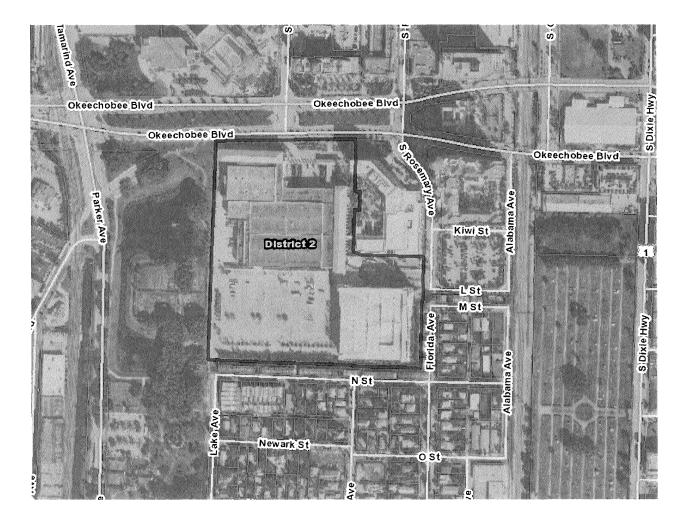
This summary is not to be used as a basis for payment.

LOCATION MAP

Project No: 2020-017675-R1

Project Name: Palm Beach County (PBC) Convention Center- Exhibit Hall Door Reconditioning (Rebid)

Location: 650 Okeechobee Blvd, West Palm Beach



Attachment # 2

BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 7/16/21

REQUESTED BY: Clark Woods

PHONE: 233-2054

IST PLANNING NO .:

BCC RESOLUTION#:

DATE:

PROJECT TITLE: <u>PBC Convention Center - Exhibit Hall Door Reconditioning (RE-BID)</u> (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: \$

REQUESTED AMOUNT: \$330,000.00

eFDO #: 2020-017675

CSA or CHANGE ORDER NUMBER:

LOCATION: 650 Okeechobee Blvd., West Palm Beach

BUILDING NUMBER: 1420

DESCRIPTION OF WORK/SERVICE LOCATION: PBC Convention Center

PROJECT/W.O. NUMBER: 2020-017675-R1

CONSULTANT/CONTRACTOR: Door Systems of South Florida, Inc. (overhead door)

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 for the repair, replacement and/or reconditioning of existing doors.

CONSTRUCTION	\$3	30,000.00
PROFESSIONAL SERVICES	\$	ŇA
STAFF COSTS*	\$	8,250.00
EQUIP. / SUPPLIES	\$	NA
CONTINGENCY	\$	33,000.00
TOTAL	\$3	371,250.00

* 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: 3807	DEPT: 4//	UNIT: B647 OBJ: 4907
IDENTIFY FUNDING SO		COUNT: (check and provide detail for all that apply) Infrastructure Sales Tax (Amount \$)
State (source/type:	Amount \$)	□ Federal (source/type:Amount \$)
Grant (source/type:	Amount \$)	□ Impact Fees: (<u>Amount </u>)
POther (source/type:	CAmount \$)	
Department:7	FD+U	
BAS APPROVED BY:	Kyn Kh	DATE///9/2021
ENCUMBRANCE NUMB	ER:	- Kher In
		Apr 1/25/2022

WORK ORDER 21-006 TO CONTRACT FOR ANNUAL OVERHEAD DOOR REPLACEMENT FOR PALM BEACH COUNTY (PBC) CONVENTION CENTER – EXHIBIT HALL DOOR RECONDITIONING (RE-BID) PROJECT NO. 2020-017675-R1

THIS WORK ORDER is made as of ______ by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as "Owner", and Door Systems of South Florida, Inc., a corporation authorized to do business in the State of Florida, whose Federal ID# is 65-0466725 hereinafter referred to as "Contractor".

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 9/10/2019 (R2019-1311) ("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 Overhead Door Replacement between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$330,000.00** for the construction costs of repairing, replacement and/or reconditioning of existing doors 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

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

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Project Name: PBC Convention Center – Exhibit Hall Door Reconditioning (Re-Bid) Project No. 2020-017675-R1

APIs Bid Bond/Security Project Requirements Public Construction Bond Form of Guarantee Insurance Certificate(s)

7. <u>Annual Contract Modifications and Additions.</u> The following provisions of the Annual Contract are modified as follows:

Section 5.2 of the "Instructions to Bidders" of the Contract is modified to include the following new section:

5.2.5 Failure to Provide the Required Documents after Notification of Award. If after Notification of award from the County, the successful Bidder does not provide within 14 Days of Notification the signed Work Order, the Public Construction Bond and Guarantee (when required), and the required certificates of insurance, the County may: 1. Call in the bid security when provided; 2. Cancel the notification of recommended award and award the project to the next responsive, responsible low bidder; 3. Terminate this Annual Contract for cause; 4. Suspend or debar the Bidder from bidding on future projects for a period of two (2) years, in accordance with the Palm Beach County Purchasing Ordinance; and/or 5. Pursue any and all remedies available against the Bidder for damages resulting from its failure to enter into a Work Order and provide all required documents within 14 Days after notification.

The Insurance Coverage & Limit Table of General Condition 31.15 to the Contract is amended and modified as follows:

Worker's Compensation and Employer's Liability	
Coverage not less than	statutory
Employer's Liability Limits	\$500,000/\$500,000/\$500,000

The following General Condition is added to the General Conditions:

GC 83 E-VERIFY - EMPLOYMENT ELIGIBILITY

83.1 Contractor warrants and represents that it is in compliance with section 448.095, Florida Statutes, as may be amended, and that it: (1) is registered with the E-Verify System (E-Verify.gov), and beginning January 1, 2021, uses the E-Verify System to electronically verify the employment eligibility of all newly hired workers; and (2) has verified that all of the Contractor's subcontractors performing any duties and obligations under this Contract are registered with the E-Verify System and beginning January 1, 2021, use the E-Verify System to electronically verify the employment eligibility of all newly hired workers.

83.2 Contractor shall obtain from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an Unauthorized Alien, as that term is defined in section 448.095(1)(k), Florida Statutes, as may be amended. Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

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minimum, the duration of the subcontract and any extension thereof. This provision shall not supersede any provision of this Contract which requires a longer retention period.
83.3 Owner shall terminate this Contract if it has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes as may be amended.

83.3.1 If Owner has a good faith belief that Contractor's subcontractor has knowingly violated Section 448.09(1), Florida Statutes, as may be amended, Owner shall notify Contractor to terminate its contract with the subcontractor and Contractor shall immediately terminate its contract with the subcontractor.

83.4 If Owner terminates this Contract pursuant to the above, Contractor shall be barred from being awarded a future contract by Owner for a period of one (1) year from the date on which this Contract was terminated. In the event of such contract termination, Contractor shall also be liable for any additional costs incurred by Owner as a result of the termination.

8. Except as 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.

Form Rev 10/18/21 Work Order – Annual Contract – for BCC - Nonfederal

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Project Name: PBC CONVENTION CENTER – EXHIBIT HALL DOOR RECONDITIONING (RE-BID) Project No. 2020-017675-R1

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: JOSEPH ABRUZZO, CLERK & COMPTROLLER

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By:_

Deputy Clerk

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

By:_

Robert S. Weinroth, Mayor

APPROVED AS TO TERMS AND CONDITIONS

By County Attorney

WITNESS: FOR CONTRACTOR SIGNATURE

Signature

Name (type or print)

CONTRACTOR: DOOR SYSTEMS OF SOUTH FLORIDA, INC.

Signature

Name (type or print)

E 5 Title

(Corporate Seal)

Form Rev 10/18/21 Work Order - Annual Contract - for BCC - Nonfederal

Page 4

BID FORM

PROJECT NUMBER: <u>2020-017675-R1</u>

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PROJECT NAME: PBC Convention Center - Door Reconditioning (RE-BID)

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

- a) This Quote/Bid Form completed and executed.
- b) EBO Schedules 1 and 2 completed and executed.
- c) <u>Bid Security</u>. (If the bid is \$200,000 or more).
- d) Signed Addenda, if any issued

THE FOLLOWING MUST BE COMPLETED AND SIGNED BY CONTRACTOR

1. TOTAL QUOTE/BID AMOUNT	<u>\$330,000.00</u>	>
Written amount THREE HUNDRED	THIFTY THURAN	5 + 00 ws -

NÅ

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

3. Is the Bidder a Palm Beach County certified S/M/WBE? Yes_____

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

Form Rev. 4/13/21 Bid Form - NonFederal

comply with the County's Commercial Nondiscrimination Policy as described in Resolution 2017-1770 as amended.

5. The Bidder shall be bound by the terms of its Bid for a period of one hundred twenty (120) calendar Days from the date of the bid opening and may not withdraw its Bid within that time period. If the County issues a Notification from Owner within the above 120-Day period, then the Bidder will be bound by the Bid as submitted. If the County fails to issue a Notification from Owner to the successful Bidder within the above identified 120-Day period, the successful bidder will not be required to honor its bid unless otherwise agreed to by both parties. County anticipates, but does not guarantee, the award of a Work Order and written notice to proceed within ninety (90) calendar Days of Notification from Owner, absent the filing of a timely bid protest.

6. It is agreed that the undersigned has received all addenda complete as issued by the County and that related costs are included in the bid submitted. The undersigned acknowledges receipt of said addenda as follows:

Addendum <u>#</u>	dated	Addendum <u>#</u> d	lated
Addendum <u>#</u>	dated	Addendum <u>#</u> d	lated

The undersigned has included the signed addenda, if issued, in its bid package.

7. The undersigned does hereby declare that the Bid covers all expenses of every kind incidental to the completion of said Work in accordance with the Contract Documents, including all claims that may arise through damages or other causes whatsoever. The undersigned does hereby declare that it shall make no claim on account of any variation from any estimate in the quantities of Work to be done, nor on account of any misunderstanding or misconception of the nature of the Work to be done or the grounds, subsurface conditions, or place where the Work is to be done.

QUOTE/BID PROVIDED BY:	Door Systems of SOFA.
	Contractor Name
03021	K1
Date	Signature /
	Print Name and Title

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

Form Rev. 4/13/21 Bid Form - NonFederal

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OEBO SCHEDULE 1

LIST OF PROPOSED CONTRACTOR/CONSULTANT AND SUBCONTRACTOR/SUBCONSULTANT PARTICIPATION

PBC Convention Center - Exhibit Hall Door SOLICITATION/PROJECT/BID NAME: Reconditioning (RE-BID)	SOLICITATION/PROJECT/BID No.: 2020-017675-R1	•
NAME OF PRIME RESPONDENT/BIDDER: DOK SYSTEMS OF SO Th.	ADDRESS: 1300 NON ISTURIE A MPA-O MEACUF	-(.
	PHONE NO .: 954 936 7200 E-MAIL: BNOM B DEPARTMENT: DOOR STRACTUREST(, C	52069

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.

	(Chec <u>Non-SBE</u>	k all Applicable Cate; <u>M/WBE_</u>	gories) <u>SBE</u>		DOLLAR AMO	OUNT OR PERCENTA	GE OF WORK	
Name, Address and Phone Number		Minority/Women Business	Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1 DODS SYSTEMS	×				- <u>E-1999</u>			
2. Subcontractor(s) if any:								
3.								
4.								
5.								·
(Please use additional sheets if necessary) Total Bid Price \$ろろしのひろ、	5		Total Total SBI	E - M/WBE Participation				
I hereby certify that the above information is accura		my knowledge:	Å	Signature	/		PRECINO	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.
- 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.

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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: 2020-017675-R1

SOLICITATION/PROJECT NAME: PBC Convention Center - Exhibit Hall Door Reconditioning (RE-BID)

Prime contractor. I co il 27 211/V 2 CN 26 I "Subcontracto	Prime Contractor: $D_{\partial \mathcal{D}}$	SYSTEMS	oF	Sa	H subcontractor
--	--	---------	----	----	------------------------

(Check box(s) that apply)

Female

□ 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 if applicable): <u>Column 2</u>

Column 1

Column 3 African-American/Black Asian American Queasian American □ Supplier Hispanic American 🗆 Native Americar

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	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	Novie				

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:

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.

Name of 2nd/3rd tier Subcontractor/subconsultant

Price or Percentage:

Door Systems AFSI	Fla.
Print Name of Prime	
By:	
Authorized Signature	
Print Mame	
Title	
Date: 10/30 2	

Print Name of Subcontractor/subconsultant

Authorized Signature

Print Name

By:

Title

Date: _

Revised 09/17/2019

ATTACHMENT "A"

(for Fire Alarm, IAQ Remediation, Overhead Doors, Plumbing, Sportslighting Install)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by \boxtimes . Fillable pdfs of all EBO forms can be found on the OEBO website at <u>http://discover.pbcgov.org/oebo/Pages/Compliance-Programs.aspx</u>. Also, see the EBO Ordinance and Countywide PPM CW-O-043 for further information on APIs.

X SBE Sheltered Market for Small Construction Contracts

When at least 3 SBEs are qualified 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.

X 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 bidder submitting the lowest responsive, responsible bid at the price that it bid.

Form Rev. 4/1/21 Attachment A for Fire Alarm, IAQ Remediation, Overhead Doors, Plumbing, Sportslighting Install

IFQ/B ATTACHMENT B Include Attachment B if bid is \$200,000 or more

PROJECT NUMBER: 2020-017675-R1

PROJECT NAME: PBC Convention Center - Door Reconditioning (RE-BID)

DATE: 7/1/2021

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, <u>R & A Investment Corp., DBA Door Systems of South Florida</u> (hereinafter called "Principal"), and _____

<u>United States Fire Insurance Company</u> (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 Amount Bid

Dollars,(\$ 5% of Amount Bid _____), (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: **PBC Convention Center - Door Reconditioning (RE-BID), Project Number 2020-017675-R1**, 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".

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

Form Rev. 4/13/21 Bid Bond - NonFederal

PROJECT NUMBER: 2020-017675-R1

PROJECT NAME: PBC Convention Center - Door Reconditioning (RE-BID)

DATE: 7/1/2021

the corporate seal, and the said _____United States Fire 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 _____1st ____day of July ____, A.D., 2021____.

ATTEST:

Print Name

TITLE: WAR DESS

R & A Investment Corp., BA Door Systems of South Florida (Contractor Name)

By: (Signature)

Print Name and Title: De 7 BLAN

ATTEST:

Dania Banks Print Name

TITLE: Witness

(SEAL)

(SEAL)

United States Fire Insurance Company (Surety Name) By: gnature

Print Name and Title: Charles J. Nielson Attorney In Fact

Bid Bond Must Contain Original Signatures. No Copies Will Be Accepted.

Form Rev. 4/13/21 Bid Bond - NonFederal

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402021

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson, Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019. UNITED STATES FIRE INSURANCE COMPANY



Anthony R. Slimowicz, President

State of Pennsylvania County of Philadelphia }

On this 22nd day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania - Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

Jamara Katking

Tamara Watkins

(Notary Public)

21

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

1st July day of IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 20

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NITED STAT	FES FIRE INSURANCE COMPANY
AP	Aw.H-
1 1 1	

Al Wright, Senior Vice President

IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract – Overhead Door Replacement

Contact: Clark Woods, Capital Improvements Division Phone: (561) 233-2054 Project Title: PBC Convention Center - Exhibit Hall Door Reconditioning (RE-BID) Project #: 2020-017675-R1 Project Location: 650 Okeechobee Blvd, West Palm Beach, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of, but is not limited to, the furnishing of all labor, equipment, devices, tools, materials, transportation, professional 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 Overhead Door for additional requirements.
- c. Work to be completed during the hours of 7:30 am to 5:00 pm, Monday through Friday. Special accommodations for additional hours will need to be coordinated with staff. All work will be conducted around the Convention Center's schedule. The general contractor and subcontractor shall be responsible for coordination of their work with the schedule of events held at the Convention Center, other crafts and contractors working on the same job, and with the Management Company or owner.
- d. Contractor shall contact the Project Manager, within seventy-two (72) hours of Notice to Proceed to establish scheduling etc. required for project implementation.
- e. Work to be completed within one hundred twenty (120) days from permit issuance. Permit application or receipt of materials, if required, is the responsibility of the Contractor and is to be submitted within five (5) days after Notice to Proceed, order within five (5) days after approval and due diligence exercised to address all Building Department comments.
- f. Liquidated damages will accrue in the amount of \$80 per day.
- g. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

- a. Scope consists of the repair, replacement and/or reconditioning of the existing doors (Saino model 1010 sliding fire door(s) with a 2-hour fire rating, Model F1900-PLC, and with electric motor and automation kit. Automatic close system with thermal heat detectors and heavy-duty hardware). Refer to Exhibits "1" and "2".
 - 1. Replace all crash bars on man doors.
 - 2. Replace all door notification micro switches & brackets.

- 3. Replace all hinges on man doors with self-closing hinges compatible with Series 888 hardware.
- 4. Replace all door tracks and hangars with 12 gauge box track and hardware.
- 5. Replace all rollers and roller brackets to match above.
- 6. Replace all looped safety edge wiring with retractable reels.
- 7. Replace all motors (automation kit), controls, emergency stop and automation capabilities as indicated below:
 - a) Automation kit Shall be listed and labeled under UL325, UL228 and UL924. Supply voltage shall be 120 volt A.C., single phase, with a 24 volt control circuit. Motor shall be a 90 volt, ½ HP D.C. permanent magnet type with a right angle gearhead reduction. Proximately switches for controlling door position will be furnished and shall mount on a continuous track for infinite adjustment. A pneumatic reversing edge shall also be furnished.
 - b) Controls Control box will be mounted separately on the wall for access from the floor. Two ceiling pull cord switches will be furnished for door actuation. The control circuit will allow for initial or for future addition of various options including time delay, warning bell or lights, interlock and partial open from a separate actuator.
 - c) Emergency Stop Upon power failure or emergency signal from a heat detector (or fire alarm system if required), the door will begin to move to the closed position within 10 seconds (time delay must be adjusted during start-up) and emit an audible alert until the door has closed. If, while closing the door meets an obstruction, the reversing edge will signal the operator to stop, delay for not more than 10 second, then try to close again. Any non-powered actuator (such as a push button station) that opens the door under normal conditions will also open the door under emergency mode, as along as the signal is maintained and the heat on either side of the opening has not reach 500 square feet. When the signal is released, the door will begin to close within 10 seconds. The door will not open under battery if the heat on the either of the opening rise above 500 degrees Fahrenheit. When signal from the heat detectors is restored and the power is returned, the door will function as normal.
 - d) Automation Capabilities Motor control shall be accomplished using an electronic control package providing electronic braking for smooth stopping and reversing. The control circuit will allow for two speed operation with the opening and closing speeds independently and infinitely adjustable and will have the diagnostics for easy setup and servicing. The door can open at one speed and close at another speed up to the maximum run speed of 24" per second (48" per second for center parting door). The door will slow down and creep into both the open and closed positions.

- 8. Replace all sweeps/weather stripping & vertical strip/gasket.
- 9. Replace all safety photocells.
- 10. Junction boxes on every door to be hard wired.
- 11. Paint all doors (interior & exterior) of doors. Prime coated with Pro Industrial Procryl Universal Metal Primer (B66-310 Series), or PBC approved equal, and finish coated with Pro Industrial Waterbased Alkyd Urethane Enamel Semigloss (B53-1150 Series), or PBC approved equal.
- 12. Replace all signs with equal to match existing.
- 13. Replace ADA warning strobe/horn.
- 14. Replace electric Safety edge (front & back).
- 15. Level panel & adjust splice plates and replace all bolts.
- 16. Test operation with Owner present.

3. 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 must be made by the Contractor and must include all details necessary for the Project Manager and Palm Beach County to make any necessary determinations. A transmittal form must 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, so as to allow the Project Manager to evaluate the proposed substitution.

4. MATERIALS

- a. All material shall meet or exceed Florida Building Code at the time of the original door installation and product submittals shall be reviewed and approved by the Owner's Representative prior to ordering.
- b. Materials shall be delivered in their original, unopened packages, and protected from exposure to the elements. Damaged or deteriorated materials shall not be used.

5. TEMPORARY PROTECTION

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

6. PROJECT CONDITIONS

Contractor is to coordinate all space and security requirements with the Project Manager. A construction schedule shall be submitted for review and approval prior to pre-construction meeting, including a start date, substantial completion date, and work plan defining which openings will be scheduled on what day. The Contractor shall conduct all work so as to cause the least interference possible with the normal activities of the operations of the facility and surrounding areas. Work can be performed during normal operating hours, but coordinated around event schedules and may not interfere with any scheduled events. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

7. PREPARATION

It shall be the responsibility of the Contractor to prep the site at the construction locations.

8. EXAMINATION

Report to the Project Manager, in writing, any imperfections, unacceptable conditions and/or corrections required to be made before commencing work. Any items not identified, documented and reported to PBC in writing, will become part of the contractors' scope. All other items identified in writing, if approved, shall result in a change order.

9. INSTALLATION

All materials shall be installed in strict accordance with Manufacturer's written instructions and recommendations. All work shall be done in conformance with applicable Federal, State and Local codes, and established standards.

10.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.

11.<u>CLEAN UP</u>

Remove all waste materials, tools and equipment from job site daily. Thoroughly clean the entire job area prior to requesting final inspection.

12. SECURITY

This project is subject to:

[] Critical Facilities Background Check

- [] CJI Facilities Background Check
- [X] No Background Check





January 24, 2022

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

RE: Authority to Insert Contract Date and Date Bond(s) and Power(s) of Attorney Principal: Door Systems of South Florida, Inc. Bond No. 6091009083 Project: PBC Convention Center – Exhibit Hall door reconditioning (rebid)

To Whom It May Concern:

Please be advised that this letter serves as our authorization for Palm Beach County Board of County Commissioners to do the following:

- Once the Contract is signed, insert the date of the contract to the bond(s);
- Date the bond(s) and Power(s) of Attorney the date of the contract
- Date the form of guarantee upon substantial completion

Please provide us with a copy for our files.

If you have any questions, please do not hesitate to contact this office.

Sincerely yours,

NIELSON, HOOVER & ASSOCIATES

Charles J. Nielson Resident Agent

15050 NW 79th Court Suite 200 Miami Lakes, FL 33016 P 305 722 2663 F⁻ 305 558 9650 W nielsonbonds.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER	609100	9083						
BOND AMOUNT	Three H	Iundred Thirty Thousand Dollars and 00/100 (\$ 330,000.00)						
CONTRACT AMOUNT		Three Hundred Thirty Thousand Dollars and 00/100 (\$ 330,000.00)						
CONTRACTOR'S NAME:		Door Systems of South Florida, Inc.						
CONTRACTOR'S ADDRESS:		1300 NW 15th Avenue, Pompano Beach, FL 33069						
CONTRACTOR'S PHO	NE:	(954) 935-7000						
SURETY COMPANY:		United States Fire Insurance Company						
SURETY'S ADDRESS:	:	305 Madison Avenue						
		Morristown, NJ 07960						
SURETY'S PHONE:		(973) 490-6600						
		BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AL IMPROVEMENTS DIVISION						
OWNER'S ADDRESS:		2633 Vista Parkway West Palm Beach, FL 33411-5604						
OWNER'S PHONE:		(561) 233-0261						
PROJECT NAME: <u>P</u>	BC Con	vention Center – Exhibit Hall door reconditioning (re-bid)						
PROJECT NUMBER:	<u>2020-0</u>	<u>17675-R1</u>						
CONTRACT NUMBER	R (to be j	provided after Contract award):						
DESCRIPTION OF WC	DRK: _	Repairing, replacement and/or reconditioning of existing doors.						
PROJECT ADDRESS, I	PCN, or	LEGAL DESCRIPTION:						

650 Okeechobee Blvd., West Palm Beach

e z .

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

Form Rev. 8/24/20 Public Construction Bond

Page 1 of 3

Bond No. 6091009083

 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 (\$330,000.00) (Three hundred thirty thousand 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: PBC Convention Center – Exhibit Hall door reconditioning (re-bid) Project No.: 2020-017675-R1 Project Description: Repairing, replacement and/or reconditioning of existing doors Project Location: 650 Okeechobee Blvd., West Palm Beach

in accordance with Drawings and Specifications prepared by

NAME OF ARCHITECTURAL FIRM: 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 repairing, replacement and/or reconditioning of existing doors, 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

Form Rev. 8/24/20 Public Construction Bond

Page 2 of 3

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. Dated ______, 20__.

OEL Witness Noury

Witness Dania Banks

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. **FIRST PAGE MUST BE COMPLETED**

Door Systems of Suth Florida, Inc (Seal) Principal (Print Name and Title)

United States Fire Insurance Company 0.9.886 Å# 120 Suretv (Print Name and Title) Charles J. Nielson Attorney In Fact

The provisions and limitations of Section 255.05 Florida Statutes. including but not limited to the notice and time limitations in Sections 255.05(2) and 255.05(10) are incorporated in this bond by reference.

NOTE: If Contractor is a Partnership, all partners must execute bond.

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Form Rev. 8/24/20 Public Construction Bond

Page 3 of 3

POWER OF ATTORNEY UNITED STATES FIRE INSURANCE COMPANY PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY

00927402021

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Ian A. Nipper, David Russell Hoover, Joseph Penichet Nielson,

Charles David Nielson, Charles Jackson Nielson, Shawn Alan Burton, Jarrett Merlucci

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties not exceeding: Seven Million, Five Hundred Thousand Dollars (\$7,500,000).

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney revokes all previous Powers of Attorney issued on behalf of the Attorneys-In-Fact named above and expires on January 31, 2022.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

(a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;

(b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 22nd day of August 2019.

UNITED STATES FIRE INSURANCE COMPANY

Jamara Katkin

UNITED STATES FIRE INSURANCE COMPANY

Anthony R. Slimowicz, President

State of Pennsylvania }
County of Philadelphia }

On this 22^{nd} day of August 2019, before me, a Notary public of the State of Pennsylvania, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

Commonwealth of Pennsylvania – Notary Seal Tamara Watkins, Notary Public Philadelphia County My commission expires August 22, 2023 Commission number 1348843

(Notary Public)

day of

AUDITORIA

Tamara Watkins

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of whit foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the



Al Wright, Senior Vice President

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/25/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.											
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on											
this certificate does not confer rights to	the c	ertifi	cate holder in lieu of such	CONTA							
PRODUCER Brown & Brown of Florida, Inc.				NAME: PHONE (A/C, No		76-2222	FAX (A/C, No):	(954) 7	76-4446		
1201 W Cypress Creek Rd				E-MAIL ADDRE	0E2 Corto	@bbrown.com					
Suite 130					IN	SURER(S) AFFOR	IDING COVERAGE		NAIC #		
Fort Lauderdale			FL 33309	INSURE		ington Insuran			23620		
INSURED				INSURE	<u>кв.</u>		ance Company		39497		
R & A Investment Corp dba Doo 1300 NW 15th Avenue	r Sysi	ems c	or South Florida	INSURE	Teshesle	h River Insura			21105 42376		
				INSURE					42570		
Pompano Beach			FL 33069	INSURE			· · · · · · · · · · · · · · · · · · ·				
COVERAGES CER	TIFIC	ATE	NUMBER: 21/22 Unsched	_			REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES OF I	NSUF	ANCE	LISTED BELOW HAVE BEEN	ISSÜED	TO THE INSU	RED NAMED A	BOVE FOR THE POLICY PERI	OD			
INDICATED. NOTWITHSTANDING ANY REQUI CERTIFICATE MAY BE ISSUED OR MAY PERTA								IIS			
EXCLUSIONS AND CONDITIONS OF SUCH PO							UBJECT TO ALL THE TERMS,				
INSR LTR TYPE OF INSURANCE		SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	;			
COMMERCIAL GENERAL LIABILITY							EACH OCCURRENCE	\$ 1,000	0,000		
CLAIMS-MADE 🗙 OCCUR							DAMAGE TO RENTED PREMISES (Ea occurrence)	_{\$} 100,0	000		
							MED EXP (Any one person)	\$ 5,000			
A	Y		852BG04484		08/10/2021	08/10/2022		Ψ	0,000		
							GENERAL AGGREGATE	\$ 2,000			
								\$ 2,000),000		
OTHER:							COMBINED SINGLE LIMIT	\$\$ \$ 1,000,000			
							(Ea accident)	\$			
B OWNED SCHEDULED			509820062339001		08/10/2021	08/10/2022					
AUTOS ONLY AUTOS HIRED NON-OWNED AUTOS ONLY AUTOS ONLY								\$			
								\$			
UMBRELLA LIAB X OCCUR							EACH OCCURRENCE	\$ 5,000	0,000		
C EXCESS LIAB CLAIMS-MADE			5821173261		08/10/2021	08/10/2022	AGGREGATE	\$ 5,000,000			
DED X RETENTION \$ 0								\$			
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						08/10/2022	X PER OTH- STATUTE ER				
D ANY PROPRIETOR/PARTNER/EXECUTIVE N OFFICER/MEMBER EXCLUDED?	N/A		TWC4000728		08/10/2021		E.L. EACH ACCIDENT	\$ 1,000,000 = \$ 1,000,000			
(Mandatory in NH)								<u>s</u> 1,000,000 <u>s</u> 1,000,000			
DESCRIPTION OF OPERATIONS below							E.L. DISEASE - POLICY LIMIT	\$ 1,000			
	L										
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLE Palm Beach County Board of County Commission	oners	a pol	itical subdivision of the state of	of Florid	a, its officers, e	mployees and					
Development & Operations Department are inclu-	uded :	as ado	litional insured with respects t	to Gene	ral Liability whe	en required by	written contract.				
CERTIFICATE HOLDER			r	CANC	ELLATION						
				SHO	ULD ANY OF T	HE ABOVE DE	SCRIBED POLICIES BE CANO	ELLED	BEFORE		
				THE	EXPIRATION D	ATE THEREOF	, NOTICE WILL BE DELIVERE				
Palm Beach County				ACC	URDANCE WIT	n THE POLICY	PROVISIONS.				
c/o Capital Improvements Divis			ł	AUTHO		ITATIVE	· · · · · · · · · · · · · · · · · · ·				
2633 Vista Parkway							it has a second s				
West Palm Beach			FL 33411-5603			-					
ACORD 25 (2016/03)		The	ACORD name and logo are	e regis			ACORD CORPORATION.	All righ	nts reserved.		

PRE-BID	Mandatory
PM:	Clark Woods
ANNUAL:	Overhead Doors
API:	Price Preference

Bids Documents recorded by:

BID SUMMARY

Project Name:	PBC Convention Center - Exhibit Hall Door Reconditioning (RE-BID)										
Project Number:	2020-017675-R1										
Bid Opening Date:	07/01/21										
CONTRACTOR	Door Systems of South Florida, Inc.	Coast to Coast Garage Door LLC									
Local Bidder	Non-Local	Non-Local									
Prime S/M/WBE	Non-SBE	Non-SBE									
BID	\$330,000.00	\$396,357.00									
BID BOND	Yes	Yes									
SBE SCHEDULE 1 (Shall list the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of S/M/WBE.)	Satisfactory	Satisfactory									
SBE PARTICIPATION	0.00%	0.00%									
SBE SCHEDULE 2 (A separate Schedule 2 must be included for <u>each</u> subcontractor, signed by subcontractor and Prime Contractor.)	Satisfactory	Satisfactory									
COMMENTS:											
Bid Documents opened by:											

Note: Tabulation is not official until checked and certified by Capital Improvements Division

ATTACHMENT # 5

		PALM BEACH COUNTY									
	FACILITIES DEVELOPMENT & OPERATIONS DEPARTMENT										
	COMPETITIVE QUOTATION COMPARISON										
	PBC Convention Center - Exhibit Hall Door Reconditioning (RE-BID)										
	Project Number:	2020-017675-R1									
SOL	CITATION DATE:	Tuesday, June 8, 2021									
QUO	TATION RECEIPT DATE:	Thursday, July 1, 2021									
	Vendor	Dollar Quotation	Comments (SBE)								
1	Door Systems of South Florida, Inc.	\$330,000.00	0.00%								
2	Coast to Coast Garage Door LLC	\$396,357.00	0.00%								
		-									
Bid	opened by: Prancasty 7/7	21	Bid recorded by: Hard 767								
coi	MMENTS:										
	<u></u>										
EST	IMATE: N/A		A								
		ND ANY LISTED SUB-CONTRACTO H PALM BEACH COUNTY REQUIR	DRS(S) LICENT (S) ARE CURRENT AND IN REMENTS.								
٦	THE RECOMMENDED CONTRACTOR'S INSU	JRANCE(S) ARE CURRENT AD IN REQUIREMENTS.	I COMPLIANCE WITH PALM BEACH COUNTY								
	ED ON A REVIEW OF THE ABOVE-LISTED (VIDED THE LOWEST RESPONSIVE AND RE		THAT: Door Systems of South Florida, Inc.								
	harlee front	-	7.7.2021								
Sigi	nature		Date								
	(f C 7	_	7.9.2021								
Арр	roved		Date								

Annual Contract - Overhead Doors #18376: Control Sheet

All Contractors

Dollar Commitments, Renewals, and Expirations

			Pro	curemen	nt Project i	mplemen	tation Grou	up						
		PROJECT INFORMAT	ΓΙΟΝ					DOL	LARS					SBE P
W.O. Approval DATE	PROJECT NUMBER	PROJECT NAME	G.C.	SBE or EBO	W.O. AMOUNT	W.O. #	\$ C <u>TO-DATE</u>	COMMITMEN At Renewal	NTS <u>THIS TERM</u>	\$ CAPACITY REMAINING	\$SBE Work Order	%SBE Work Order	\$M/WBE Work Order	%Minority Work Order
		FYXX* Xst QUARTER									`	<u>, </u>		
05/10/21		OSC, Fleet - overhead door replacement	Coast	EBO	9,564.00	21-001	\$1,023,993.00		\$1,023,993.00	\$976,007.00	0.00			0.00%
0/00/01 000		F S #36 - bay door replacement F S #51 - bay door replacement	Door Coast	EBO EBO	106,000.00 100,495.82	21-002	\$1,129,993.00 \$1,230,488.82		\$1,129,993.00 \$1,230,488.82	\$870,007.00 \$769,511.18	0.00	0.00%		0.00%
6/23/21 CRC 7/7/21 CRC	1	Fire Rescue Station #68 - bay door replacement	Coast	EBO	173,222.00	21-003	\$1,230,466.62		\$1,230,466.82	\$596,289.18	0.00	0.00% 0.00%		0.00% 0.00%
7/7/21 CRC		Fire Rescue Station #21 - bay door replacement	Coast	EBO	159,511.00	21-004	\$1,563,221.82		\$1,563,221.82	\$436,778.18	0.00	0.00%		0.00%
1		PBC Convention Center - exhibit hall door reconditioning	Door	EBO	330,000.00	21-006	\$1,893,221.82		\$1,893,221.82	\$106,778.18	0.00	0.00%		0.00%
		INSERT ROWS ABOVE HERE ONLY					Phyllis I cop	py from coloumn	'J' to Column 'X	•	0.00		0.00	
							TOTAL					-	W/MBE BR	EAKDOWN
		Overhead Doors Annual			TOTAL WORK ORDERS	TOTAL SBE WORK ORDERS	EBO WORK ORDERS				TOTAL SBE \$	TOTAL SBE %	TOTAL W/MBE \$	TOTAL W/MBE %
		FL Dock and Door	Dock		\$425,194.00	\$0.00	\$425,194.00				\$0.00	0.00%	\$0.00	0.00%
		General Garage Door	General		\$0.00	\$0.00	\$0.00				\$0.00		\$0.00	0.00%
**************************************		Door Systems of South Florida, Inc.	Door		\$1,025,235.00	\$0.00	\$1,025,235.00				\$0.00	0.00%	\$0.00	0.00%
		Coast to Coast Garage Door LLC	Coast		\$442,792.82	\$0.00	\$442,792.82				\$0.00	0.00%	\$0.00	0.00%
			Total		\$1,893,221.82	\$0.00	\$1,893,221.82				\$0.00	0.00%	\$0.00	0.00%

ATTACHMENT # 6