

PALM BEACH COUNTY BOARD OF COUNTY COMMISSIONERS AGENDA ITEM SUMMARY

Meeting Date: October 17, 2023 [X] Consent [] Regular [] Workshop [] Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 23-007 to the annual low voltage contract (R2021-1068) with Protect Video, Inc. (Contractor) in the amount of \$685,760 for the North County Government Center-Card Access Replacement (Rebid) project for a period of 320 calendar days from notice to proceed.

Summary: The work consists of furnishing all labor, equipment, devices, tools, machinery, transportation, professional services, supervision, shop drawings, permitting and all miscellaneous requirements necessary to remove and replace the existing card access system at the North County Government Center Facility. The existing equipment has outlived its useful life, but more importantly, it is not the standard security access control system used by the County for its Criminal Justice Facilities. The County currently utilizes Lenel OnGuard (Lenel) as the standard platform for all Criminal Justice Facilities countywide. The existing card access system at the North County Government Center Facility will be removed and replaced with a new Lenel card access system. The new card access system will be more secure, efficient and provide years of dependable service. 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 320 calendar days from notice to proceed 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 \$120 per day. This work order was solicited pursuant to the annual low voltage contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual low voltage contract was presented to the Goal Setting Committee on March 17, 2021 and the Committee established Affirmative Procurement Initiatives (APIs) of sheltered market for projects less than \$100,000 (when three (3) or more small businesses are qualified under the annual contract) or an SBE contractor will be given a price preference for projects \$100,000 or greater if its bid is within 10% of the lowest non-small business bid. Since this project is over \$100,000, the SBE price preference API was applied. The Contractor is a local and certified SBE firm. The SBE participation on this work order is 100%. To date, the overall SBE participation on the annual low voltage contract is 78.86%. Funding for this project is from the Public Building Improvement Fund. (Capital Improvements Division) District 1 (MWJ)

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on April 27, 2023 and the Contractor submitted the lowest responsive and responsible bid of the three (3) bids received. The new card access system will be more secure, efficient and provide years of dependable service.

Attachments:

- 1. Location Map
- 2. Budget Availability Statement
- 3. Work Order No. 23-007
- 4. Bid Summary
- 5. Annual Contract Low Voltage #2021-025531 Control Sheet

Recommended by:	Department Director	9/11/23
puff.	Department Director	/Date
Approved by:	Chaker	9/29/23
-	County Administrator	Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact: Fiscal Years 2024 2025 2026 2027 2028 Capital Expenditures \$685,760 **Operating Costs** External Revenues Program Income (County) In-Kind Match (County NET FISCAL IMPACT \$685,760 # ADDITIONAL FTE POSITIONS (Cumulative) Is Item Included in Current Budget: No Yes Does this item include use of federal funds? No Yes **Budget Account No:** Fund 3804 Dept 411 B628 Object 4907 Unit CONSTRUCTION \$685,760.00 CONTINGENCY 0.00 \$685,760.00 TOTAL В. Recommended Sources of Funds/Summary of Fiscal Impact: Funding for this project will be from the Public Building Improvement Fund. C. Departmental Fiscal Review III. REVIEW COMMENTS OFMB Fiscal and/or Contract Development Comments: A. В. Legal Sufficiency: C. Other Department Review: Department Director

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

ATTACHMENT #1

LOCATION MAP

2022-007283-R1

Project No: Project Name:

North County Government Center-Card Access Replacement (Rebid) 3188 PGA Boulevard, Palm Beach Gardens, Florida 33410

Location:



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 8/1/23 PHONE: 561-233-2055
PROJECT MANAGER: Andy Gamble, Facilities Systems Project Manager
PROJECT TITLE: North County Government Center – card access replacement (re-bid) (Same as CIP or IST, if applicable)
ORIGINAL CONTRACT AMOUNT: IST PLANNING NO.:
REQUESTED AMOUNT: \$685,760.00 BCC RESOLUTION#: DATE:
eFDO # / PROJECT NUMBER: 2022-007283 / 2022-007283-R1
W.O. NUMBER:
CSA or CHANGE ORDER NUMBER;
SERVICE LOCATION: 3188 PGA Blvd., Palm Beach Gardens, FL
BUILDING NUMBER: 32
CONSULTANT/CONTRACTOR: Protect Video, Inc. (Low Voltage)
PROVIDE A BRIEF STATEMENT OF THE SCOPE OF SERVICES TO BE PROVIDED BY THE
CONSULTANT/CONTRACTOR: To furnish all material, labor, supervision, permits and supplies necessary and
reasonably incidental to remove and replace card access system.
CONSTRUCTION \$685,760.00
PROFESSIONAL SERVICES \$ STAFF COSTS* \$
EQUIP. / SUPPLIES \$
CONTINGENCY §
TOTAL \$685,760.00
* 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: 3804 DEPT: 411 UNIT: B628 OBJ: 4907
IDENTIFY FUNDING SOURCE FOR EACH ACCOUNT: (check and provide detail for all that apply)
Ad-Valorem (Amount \$ 665,760.00) ☐ Infrastructure Sales Tax (Amount \$)
☐ State (source/type: Amount \$) ☐ Federal (source/type: (Amount \$)
☐ Grant (source/type: Amount \$) ☐ Impact Fees: (Amount \$)
☐ Other (source/type: Amount \$)
DEPARTMENT: FOO / ESS DATE 8/3/2023

Project Name: North County Government Center – card access replacement (re-bid)

Project No. 2022-007283-R1

WORK ORDER 23-007 TO ANNUAL CONTRACT R2021-1068 FOR LOW VOLTAGE

PROJECT NAME: NORTH COUNTY GOVERNMENT CENTER – CARD ACCESS REPLACEMENT (RE-BID) PROJECT NO. 2022-007283-R1

THIS WORK ORDER is made as of	by and between
Palm Beach County, a political subdivision of t	he State of Florida, by and through its Board of
County Commissioners, hereinafter referred to	as "Owner", and Protect Video, Inc., a Florida
corporation, authorized to do business in the Sta	ate of Florida, whose Federal ID# is 03-0435815
hereinafter referred to as "Contractor".	

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 8/17/21 (R2021-1068) ("Contract") is in full force and effect and that this Work Order incorporates all the terms and conditions of the Contract and the IFB/Q for this project, 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 between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of \$685,760.00 for the construction costs of removing and replacing the card access system, 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 320 calendar days of notice to proceed. Liquidated Damages are \$120/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 80.44% SBE subcontracting participation on this Contract. Contractor will provide 100% on this Work Order.
- 6. Attachments. The following attachments are attached hereto and incorporated herein by reference:

Bid Form EBO Schedules 1 and 2

1

Project Name: North County Government Center – card access replacement (re-bid) Project No. 2022-007283-R1

Addenda 1 & 2
APIs
Bid Bond/Security
Project Requirements
Public Construction Bond
Form of Guarantee
Insurance Certificate(s)

7. Annual Contract Modifications and Additions. 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 <u>E-VERIFY - EMPLOYMENT ELIGIBILITY</u>

- 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.

Project Name: North County Government Center – card access replacement (re-bid) Project No. 2022-007283-R1

Contractor shall maintain a copy of any such affidavit from a subcontractor for, at a 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.

Project Name: North County Government Center – card access replacement (re-bid) Project No. 2022-007283-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.

;

PALM BEACH COUNTY, a political subdivision of the State of Florida, BOARD OF COUNTY COMMISSIONERS

By: ______ Deputy Clerk

By: Gregg K. Weiss, Mayor

APPROVED AS TO LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

County Attorney

Director - FD&Ø

WITNESS: FOR CONTRACTOR
SIGNATURE

Signature

Chad Smela
Name (type or print)

CONTRACTOR: Protect Video, Inc.

Signature

Signature

Signature

Shad DiMaria
Name (type or print)

President

Project Name: North County Government Center – card access replacement (re-bid)

Project No. 2022-007283-R1

Title
(Corporate Seal)

BID FORM

PROJECT NUMBER:

2022-007283-R1

PROJECT NAME:

North County Government Ctr-Card Access Replacement (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) Bid Security. (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	§ \$685,760.00
Written amount Six hundred eighty-five thous	and seven hundred sixty and zero cents.
2. Bidder commits to achieving the APIs applied A and as submitted on its EBO Schedules 1 and	cable to this solicitation as designated on Attachment and 2.
3 Is the Ridder a Palm Reach County certified	1S/M/WRE? Ves X No

- 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.
- 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 # ONE	dated 04/12/23	Addendum # TWO	dated 04/18/23
Addendum #	dated	Addendum #	dated

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:	Protect Video, Inc.
	Contractor Firm Name
04/25/23	' \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \ \
Date	Signature
	Monica Albelo, CEO
	Print Name and Title

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

Form Rev. 10/18/21 Bid Form - NonFederal

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

PROJECT NUMBER:

2022-007283-R1

PROJECT NAME:

North County Government Ctr-Card Access Replacement (RE-BID)

DATE:

4/27/2023

BID BOND#BB244025

BID BOND

STATE OF FLORIDA COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, PROTECT VIDEO INC

(hereinafter called "Principal"), and

United States Fire 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 AMOUNT BID

Dellows (\$ 5% of Amount Bid...) (which sum is at least 5% of the hid price) levels.

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: North County Government Ctr-Card Access Replacement (RE-BID), Project Number 2022-007283-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.

PROJECT NAME:	North County Governme	nt Ctr-Card Access Repla	cement (RE-BI	D)
DATE:	4/27/2023			
	WHEREOF, the said PROTE caused these presents to be significant.		RESIDENT	as
, and a	ttested by its		under	the corporate
seal, and the said UNITI	ED STATES FIRE INSURANCE COM med in its name, by its ATTOF			rein, has caused , and attested by
	27th day of APRI			, and allested by
ATTEST:				(SEAL)
M		PROTECT VIDEO		
(Signature)		(Contractor Firm Name	·)	
MONICA AL	BeLO			
Print Name		By:(Signature)		
TITLE: C60		SHADRACH DIMA Print Name and Title:	RIA, PRESIDI	ENT
ATTEST:				(SEAL)
margaret	- The Il	UNITED STATES FIRE	E INSLIDANCE C	OMPANY
(Signature)		(Surety Name)	7 7-3	X XIV
MARGARET HALL	****	A	10 0	11
Print Name		By: (Signature)		
TITLE: PRODUCING	AGENT	GLADYS KEITH, A Print Name and Title:	TTORNEY-IN	I-FACT

PROJECT NUMBER: 2022-007283-R1

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

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

0244023

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:

Gladys Keith, Margaret Hall, Levan Porter Jr., Shantinell Porter

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, 2024.

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 28th day of September, 2021.



Matthew E. Lubin, President

UNITED STATES FIRE INSURANCE COMPANY

State of New Jersey County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, 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.



Melusa # O'densio

Melissa H. D'Alessio

(Notary Public)

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.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 27 day of APTIL 2023

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President

ATTACHMENT "A"

(for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing)

AFFIRMATIVE PROCUREMENT INITIATIVES (APIs) FOR CONSTRUCTION PROCUREMENT

The API(s) approved for this project are selected below by ☒. 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.

X 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 multitrade) 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 bid at the price that it bid.

Form Rev. 10/18/21 Attachment A for Asphalt, Demolition, Electrical, Flooring, HVAC, Low Voltage, Painting and Weatherproofing, Roofing

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: (RE-BID)	nment Utr-Can	a Access He	piacement	_	SOLICITATION	/PROJECT/BID	No.: 2022-0)0/283-R1		
SOLICITATION OPENING/SUBMITTAL DATE: 04/27/23			COUNTY DEPARTMENT: Palm Beach							
Section A PLEASE LIST THE DOLLAR AMOU	NT OR PERG	CENTAGE (of Work	TO BE COM	IPLETED BY TH	IE PRIME CON	TRACTOR/CON	ISULTANT* ON	THE PROJEC	T:
NAME OF PRIME RESPONDENT/BIDDER: Protec	t Video, I	nc.			AD	ORESS: 3483	High Ridg	e Rd Boynto	on Beach,	FL 33426
contact person: Shad DiMaria				PHONE	NO.: 561-6	22-5880	E-MAIL	: shad@pro	tectvideo	.com
PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WOR *SMWBE Primes must include their percentage or dollar amount include the percentage of the percentage or dollar amount include the percentage of the			ation line u	nder section	Non-SE	BE MBE	WBE SB			
Section B PLEASE LIST THE DOLLAR AMOU	INT OR PER	CENTAGE (OF WORK	TO BE COM	IPLETED BY <u>Al</u>	L SUBCONTRA	CTORS/SUBCO	<u>ONSULTANTS</u> O	N THE PROJ	ECT BELOW:
	(Check a	II Applicab	le Categori	es)		DOLLAR AN	OUNT OR	PERCENTAGE	OF WOR	<u> </u>
Subcontractor/S .ib consultant Name DIRECTION: List Firm Name, Address, & Provide PBC Vendor ID#. (https://www.pbcgov.org/pbcvendors)	Non-SBE	MBE Minority Business	<u>WBE</u> Women Business	<u>SBE</u> Small Business	Black	Hispanic	Women	Caucasian	Asian	Other
Protect Video, Inc. 3483 High Ridge Rd J. Boynton Beach, Ft. 33426 561 622-5880				X				100%		
2.								····		
3.										
4.										
5.	Interprise of						***************************************			
(Please use additional sheets if necessary)				Total						
Total Bid/Offer Price \$ 685,760.00	_			\ /	To	tal Certified S/M/	WBE Participation	685,760.	00	
I hereby certify that the above information is accurate to the best	t of my knowle	edge: Mo	onica Albe					 	CEO	
Note: 1 The amount listed on this form for a Subsci	antvactor local	eanculia ri			norized Signative	ra lista an tha m	ranarly avacutad	Schadula 2 ar at	tached signed	Title

1. The amount listed on this form for a Subcontractor/sub consultant must be supported by price or percentage listed on the properly executed Schedule 2 or attached signed proposal.

2. Only those firms certified by Palm Beach County at the time of solicitation opening or due date are eligible to meet the established OEBO Affirmative Procurement Initiative (API). Please the ix the applicable box and list the dollar amount or percentage under the appropriate demographic 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: North County Government Ctr-Card Access Replacement (RE-BID) SOLICITATION/PROJECT NAME: 2022-007283-R1 Prime Contractor: Protect Video, Inc. Subcontractor: (Check box(s) that apply) Date of Palm Beach County Certification (if applicable): 10/06/2022 XSBE □ WBE □MBE □ M/WBE □Non-S/M/WBE The undersigned affirms they are the following (select one from each column if applicable): Column 3 Column 1 Column 2 □ Supplier Male ☐ Female ☐ African-American/Black ☐ Asian American ☐ Caucasian American ☐Native American ☐ Hispanic 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. Total Price/Percentage **Unit Price** Quantity/ Contingencies/ Item Description Line Units Item Allowances 685,760,00 685 760 00 North County Government Ctr- Card access replacement-rebid 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: $\underline{685,760.0}0$ 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 Protect Video, Inc. Name of Prime Print Name of Subcontractor/subconsultant Authorized Signature Signature Monica Albelo Print Name Print Name CEO Title Title Date: 04/25/23 Date:

Revised 09/17/2019

CAPITAL IMPROVEMENTS DIVISION IFQ/B ATTACHMENT C PROJECT REQUIREMENTS Annual Contract - Low Voltage

Contact:

Andy Gamble, Facilities Systems Project Manager

Phone:

(561)233-2055

Project Title:

North County Government Ctr-Card Access Replacement (RE-BID)

Project #:

2022-007283-R1

Project Location:

3188 PGA Blvd, Palm Beach Gardens, FL

1. GENERAL

- a. The work covered by this Request for Quote consists of 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 Low Voltage for additional requirements.
- c. Work to be completed during the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday.
- 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 three hundred twenty (320) calendar days from notice to proceed. 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.
- f. Liquidated damages will accrue in the amount of \$120 per day.
- g. 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.
- h. Contractor is responsible for obtaining all measurements during the site inspection.

2. SCOPE OF WORK

To remove and replace the card access system per the project requirements provided below:

a. Remove Sielox Card Access desktop, monitor, RS232 Black Box serial communicators and UPS from Security desk.

- b. Remove all existing Sielox card access panels, power supplies, elevator and door relays, proximity card readers and all other components associated with the existing Sielox card access system. See Exhibit "1" for Card Reader locations.
- c. Remove 7 Assa Abloy wireless card readers and replace them with wired Card Readers. Install DPS, REX and new door lock hardware on these doors.
- d. Reference Exhibit "1" for existing Card Access Panels, doors, and rooms proposed for replacement of the existing card access system.
- e. Remove and replace all card readers, DPS and REX (PIR) and install new card readers, REX and DPS on new access doors. Refer to Palm Beach County (PBC) Electronic Security System (ESS) Card Access Specification SECTION 28 1300 Access Control Revision (1/20/2022).
- f. Replace lock hardware on door 1205 to be locked on both sides of the door.
- g. Provide and install a card reader on the inside of door 1036. Install a HID SIGNO card reader. As depicted on Exhibit "1". Refer to PBC ESS Card Access Specification SECTION 28 1300 Access Control Revision (01/20/2022).
- h. Complete installation on the existing door Von Duprin Crash Bar 99 Series with a DEU (Delay Egress Unit) Crash-bar on door 1036. Program DEU to alarm on card access monitor as soon is engaged. Tie DEU to fire alarm relay. See specifications on Exhibit "3" for door DEU info hardware.
- i. Remove all Magnetic Locks from exterior doors and replace crash bars with a DEU crash bar. All exterior doors are fail secure. Provide submittals for the new DEU.
- Remove interior magnetic locks and card readers from corridor to stairwell doors 2036, 2034.
- k. Remove REX push button and Install PIR on all card access doors locations.
- I. Provide and install new Lenel Access Panels including all Lenel Intelligent Controllers. See Exhibit "1" for room locations.
- m. Provide and install Lenel 2-reader boards inside newly installed Lenel panel. Refer to PBC ESS Card Access Specification SECTION 28 1300 Access Control Revision (01/20/2022).
- n. Provide and install new Lenel Input and output pc boards to accommodate minimum of 176 inputs and a minimum of 76 outputs. See Exhibit "1" for all in/out locations
- Provide and install 3 Door Position Switches with infrastructure on 3 Stairwell roof doors.
 Add doors to the Lenel alarm monitor and program doors to alarm at all times when opened.

- p. Provide and install Securitron (UL) Regulated, Filtered Power Supply 1AMP 24VDC with a (UL) Listed Enclosure All Lenel boards shall be open architectural Mercury based boards.
- q. Provide and install a desktop computer with Lenel Card Access Client and OnGuard GUI on the Security desk in the main lobby.
- r. Configure lockdown procedure for lockdown buttons located at security desk and PBSO station. Reference Exhibit "1" for Card Access Panels, doors, and rooms proposed for replacement of the exiting card access system.
- s. Delay Egress Locking: Doors equipped with exit devices, delayed egress locking systems, and card readers shall allow passage in not more than 15 seconds after pressure is applied to the exit device. Application of pressure on the exit device shall also initiate an audible signal in the vicinity of the door.
- t. Card readers shall be connected to the delayed egress locking system so that the door shall unlock immediately upon card being read and door open upon pressure being applied to the exit device. There shall be no audible signal with card reader operation. An alarm shall be sent to the GUI at all times when doors are opened.
- u. Delay Egress Locking system shall be installed in strict conformance with the 2017 Florida Building Code Section 1010.1.9.7 and the 2017 Florida Fire Prevention Code section 101-7.2.1.6.1 as amended by Palm Beach County
- v. All card access cabling shall be labeled on both ends of cables identifying door location.
- w. All wiring shall meet or exceed manufacturers' recommendations. Plenum rated required when not in conduit.
- x. Lenel card access system programming and installation shall be completed by an authorized Lenel dealer and installer.
- y. Lenel card access system programming shall be done on site or at Palm Beach County's ESS facility located at 2633 Vista Parkway WPB, FL 33411.
- z. Provide and install ten (10) new panic buttons at the following locations; Room 1436 (Victim Services) one (1) at the front desk, Room 2401 (Supervisor of Elections) two (2) at the front counter, Room 1107 (Clerk Safe) one (1). Room 1102 (Tax Collector) four (4) at the desks. Two (2) panic button on Courtroom 2, also remove existing panic button in the wall. All panic buttons are supervised.
- aa. Install card readers on doors: 1210 County Criminal & 1202 County Civil.
- bb. Contractor to install Sargent Cover Plates to cover any holes left in doors as a result of removing the Wi-Fi locks.

2. 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.

3. MATERIALS

- a. All material shall meet or exceed Florida Building Code 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.
- c. All Lenel boards shall be open architectural Mercury-based boards.
- d. Lenel card access system to include a LNL-3300 required Intelligent Controllers, LNL-1320 2 reader interface boards, LNL-CTX enclosure, 12 V batteries, Altronix AL600ULACM door lock power supply with batteries, Ethernet connection, UPS, and any other ancillary equipment as required or specified in PBC ESS Card Access specifications in Rooms as shown on Exhibit "1".
- e. All perimeter doors shall have HID SIGNO readers with keypads.
- f. All interior doors shall have HID SIGNO readers.
- g. Signo Readers shall be programmed to work with 26-bit access cards.
- h. All card access doors shall be fail secure.
- i. All card access cabling shall be labeled on both ends of cables identifying door location.
- j. All wiring shall meet or exceed manufacturers' recommendations. Plenum rated required when not in conduit.
- k. Lenel card access system programming and installation shall be completed by an authorized Lenel dealer and installer.
- I. Lenel card access system programming shall be done at Palm Beach County's ESS Facility located at 2633 Vista Parkway WPB, FL 33411.
- m. Install 120 VAC 20amp duplex outlet in close proximity to the new Lenel card access panel. Exact location to be determined at pre-construction meeting. The exact electrical panel to be used to be determined at pre-construction meeting.

n. Prior to commencement of scheduled to work or site visit, the contractor shall contact Project Manager to ensure all security clearances have been completed. This is a Criminal Justice Information (CJI) building. Allow extra time for clearance to be approved, and confirm the project itinerary. Access to County Facilities will be denied unless prior approval is received.

4. 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.

5. 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. Any damage caused by Contractor (including landscaping and irrigation) shall be the responsibility of the Contractor to repair and return to its original state.

6. PREPARATION

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

7. 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.

8. 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.

9. 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.

10. CLEAN UP

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

Page 5 of 6

11. SECURITY

All contractors i	must have Palm	Beach County	CJI Facilities	Background	Check and
Palm Beach Co.	unty badge prior	to submitting	bids.	-	

This project is subject to:	[] Critical Facilities Background Check [X] Criminal Justice Info. (CJI) Facilities Background Check
	[] No Background Check

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENT DIVISION

PROJECT NAME: North County Government Ctr-Card Access Replacement (RE-BID)

PROJECT NUMBER:

2022-007283-R1

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 4/12/2023

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 Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page and one (1) attachment.

CHANGE TO IFQ/B ATTACHMENT C

- 1. 2. SCOPE OF WORK, insert the following:
 - cc. Remove Wi-Fi lockset on Door 1405 and replace with wired Card Readers.
- 2. EXHIBIT delete Exhibit "1" and replace with the attached Exhibit "1 Rev"

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:

PROTECT VIDEO INC

END OF ADDENDUM ADD1 - 1

BOARD OF COUNTY COMMISSIONERS PALM BEACH COUNTY, FLORIDA FACILITIES DEVELOPMENT AND OPERATIONS DEPARTMENT CAPITAL IMPROVEMENT DIVISION

PROJECT NAME: North County Government Ctr-Card Access Replacement (RE-BID)

PROJECT NUMBER:

2022-007283-R1

ADDENDUM NUMBER: TWO

DATE OF ISSUANCE: 4/18/2023

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 Proposal Form". Failure to do so may subject the Bidder to disqualification.

This Addendum consists of one (1) page and one (1) attachment.

CHANGE TO IFQ/B ATTACHMENT C

- 1. EXHIBIT delete Exhibit "1-Rev" and replace with the attached Exhibit "1 Rev 2"
 - a. RFI For drawing 2022-007283-R1 Exhibit "1 Rev" page 1 please provide the following; RESPONSE
 - Reader Number 168
 - Tag 1205 Waiting Area
 - b. RFI For drawing 2022-007283-R1 Exhibit "1 Rev" page 2 please provide the following; RESPONSE
 - Reader Number's 169
 - Tag's 1202 (west side)
 - Door Name's Clerk Civil Entrance
 - Reader Number's 170
 - Tag's 1210 (East side)
 - Door Name's Clerk Civil Criminal Entrance

IT IS REQUIRED THAT THIS ADDENDUM NO. TWO (2), 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:

brown all libeo Inc

END OF ADDENDUM ADD2 - 1



PRODUCER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2022

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 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 certificate holder in lieu of such endorsement(s). CONTACT

David L. Laufer

Strictly Commercial Insurance					PHONE (A/C, No. Ext): (561) 741-7150 FAX (A/C, No):						
5740 Forestwood Ct.						E-MAIL ADDRESS: strictlycomm@bellsouth.net					
Jupiter, Fl. 33458											
andirectly in Advisor						INSURER(S) AFFORDING COVERAGE INSURER A: Century Surety Company					
INSUR	EO							nce Company, Inc.			
	Protect Video, Inc. License	e No.	: FC	:13006713	INSURE						
	3483 High Ridge Road				INSURE						
	Boynton Beach FL 33426				INSURE						
	20,11011 200011 1 0 00420										
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Ĺ		x		CCP1113089		01/01/2024	01/01/2024	MED EXP (Any one person)	s 5,000		
								PERSONAL & ADV INJURY	\$ 2,000,000		
. [GEN'L AGGREGATE LIMIT APPLIES PER:							GENERAL AGGREGATE	\$ 3,000,000		
	X POLICY PRO- LOC							PRODUCTS - COMP/OP AGG	\$ 3,000,000		
Γ	OTHER:								\$		
	AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$		
ľ	ANY AUTO							BODILY INJURY (Per person)	\$		
OWNED SCHEDULED AUTOS		None					BODILY INJURY (Per accident)	\$			
Γ	HIRED NON-OWNED AUTOS ONLY						ļ	PROPERTY DAMAGE (Per accident)	\$		
Γ	AUTOS GALT								\$		
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	EXCESS LIAB CLAIMS-MADE			None				AGGREGATE	\$		
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1	WORKERS COMPENSATION						1	X PER OTH-			

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

TWC4189773

Low & high voltage wiring installation

ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)

yes, describe under ESCRIPTION OF OPERATIONS

В

Palm Beach County Board of County Commissioners, a political subdivision of the State of Florida, its officers, employees and agents, c/o Facilities Development & Operations Department. The Additional Insured endorsement shall provide coverage on a primary basis.

CERT	TFICA	TE H	IOLD	ER

CANCELLATION

PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH, FL 33411-5603

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

E.L. EACH ACCIDENT

DISEASE - POLICY LIMIT

E.L. DISEASE - EA EMPLOYEE \$ 1,000,000

AUTHORIZED REPRESENTATIVE

01/01/2024 01/01/2024

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\$ 1,000,000

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ACORD 25 (2016/03)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/27/2022

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

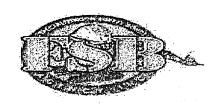
BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER, IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. 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 certificate holder in lieu of such endorsement(s). CONTACT NAME: Mitzy Taylor PHONE (772) 426-9933
(A/C, No, Ext): certificates@stateinsuranceagent.com FAX (A/C, No): (772) 426-9943 State Insurance Agency Inc. 1010 SW Martin Downs Blvd NAIC # INSURER(S) AFFORDING COVERAGE INSURER A: Auto-Owners Palm City FL 34990 INSURED INSURER B Protect Video Inc INSURER C: 3483 High Ridge Rd INSURER D : INSURER E **BOYNTON BEACH** FL 33426-8739 INSURER F : COVERAGES CERTIFICATE NUMBER: CL22122715808 **REVISION NUMBER:** THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS POLICY EFF POLICY EXP
(MM/DD/YYYY) (MM/DD/YYYY) TYPE OF INSURANCE POLICY NUMBER COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurre CLAIMS-MADE OCCUR MED EXP (Any one person) PERSONAL & ADV INJURY GEN'L AGGREGATE LIMIT APPLIES PER: GENERAL AGGREGATE POLICY PRO-JECT LOC PRODUCTS - COMP/OP AGG OTHER: COMBINED SINGLE LIMIT (Ea accident) AUTOMOBILE LIABILITY s 1,000,000 ANY AUTO BODILY INJURY (Per person) SCHEDULED AUTOS NON-OWNED AUTOS ONLY OWNED AUTOS ONLY BODILY INJURY (Per accident) 5366374200 01/01/2023 01/01/2024 \$ HIRED AUTOS ONLY PROPERTY DAMAGE (Per accident) UMBRELLA LIAB OCCUR **EACH OCCURRENCE** EXCESS LIAB CLAIMS-MADE AGGREGATE RETENTION DED WORKERS COMPENSATION AND EMPLOYERS' LIABILITY PER STATUTE ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDEO? (Mandatory in NH) E.L. EACH ACCIDENT NIA E.L. DISEASE - EA EMPLOYEE fiyes, describe under DESCRIPTION OF OPERATIONS below E.L. DISEASE . POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) CERTIFICATE HOLDER CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

Palm Beach County c/o Capital Improvements Division 2633 Vista Parkway AUTHORIZED REPRESENTATIVE West Palm Beach FL 33411

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August 9, 2023

Palm Beach County, Florida 2633 Vista Parkway West Palm Beach, Florida 33411

RE:

PROTECT VIDEO INC

BOND#:

606-103417-8

PROJECT:

R2021-1068; WO#23-007

Dear Sirs:

Please be advised that as Surety on the above referenced bond, we hereby authorize Palm Beach County to date the captioned bond, power of attorney with the contract date and date the form of guarantee upon substantial completion.

Sincerely,

UNITED STATES FIRE INSURANCE COMPANY

GLADYS KEITH

Attorney-in-Fact

7971 RIVIERA BLVD, SUITE 211 ** MIRAMAR, FLORIDA 33023
Phone: 954-589-1631 ** Fax: 954-589-0735 ** Toll Fax: 866-364-4998
E-mail: Gladys@fsbagencyinc.com

PUBLIC CONSTRUCTION BOND

BOND NUMBER	606-103417-8							
BOND AMOUNT	\$685,	\$685,760.00						
CONTRACT AMOUNT	r	\$685,760.00						
CONTRACTOR'S NAM	ME:	PROTECT VIDEO INC						
CONTRACTOR'S ADI	DRESS:	3483 High Ridge Road, Boynton Beach, FL 33426						
CONTRACTOR'S PHONE:		561-622-5880						
SURETY COMPANY:		UNITED STATES FIRE INSURANCE COMPANY						
SURETY'S ADDRESS	:	305 Madison Avenue, Morristown NJ 07960						
SURETY'S PHONE:		954-589-1631						
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:	North Co	punty Government Center - card access replacement (re-bid)						
PROJECT NUMBER:	2022-00	07283-R1						
CONTRACT NUMBER	R (to be p	provided after Contract award):						
DESCRIPTION OF WO	DRK: _	Remove and replace card access system.						
	~~~							
PROJECT ADDRESS,	PCN, or	LEGAL DESCRIPTION:						
3188 PGA Blvd	l. Palm	Beach Gardens						
	***************************************							
This Bond is issued in f Contract.	avor of t	he County conditioned on the full and faithful performance of the						

Form Rev. 8/24/20 Public Construction Bond

Page 1 of 3

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 \$685,760.00 Six hundred eighty-five thousand seven hundred sixty 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: North County Government Center - card access replacement (re-bid)

Project No.: 2022-007283-R1

Project Description: Remove and replace card access system Project Location: 3188 PGA Blvd., Palm Beach Gardens

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 removing and replacing card access system, 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

Page 2 of 3

Form Rev. 8/24/20 Public Construction Bond

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 ail 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 inaccordance 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.

itness

Principal

(Seal)

SHADRACH DIMARIA, PRESIDENT

(Print Name and Title)

margaret Half

Surety /

(Seal)

GLADYS KEITH, ATTORNEY-IN-FACT

(Print Name and Title)

IMPORTANT: Surety companies executing bends 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

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

BOND MUST CONTAIN ORIGINAL SIGNATURES. NO COPIES WILL BE ACCEPTED

Page 3 of 3

Form Rev. 8/24/20 Public Construction Bond

#### FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: PROTECT VIDEO INC
Name: UNITED STATES FIRE INSURANCE COMPANY

and Suret

We the undersigned hereby guarantee that the (North County Government Center — card access replacement (re-bid); #2022-007283-R1) 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

PROTECT VIDEO INC

(Contractor Name)

(Seal)

(Contractor Signature)

SHADRACH DIMARIA, PRESIDENT

(Print Name and Title)

UNITED STATES FIRE INSURANCE COMPANY

(Surety Name)

(Şeal)

GLADYS KEITH, ATTORNEY-IN-FACT

(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

Page 1 of 1

Form Rev. 03/19/20

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

0244023

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:

#### Gladys Keith, Marzaret Hall, Levan Porter Jr., Shantinell Porter

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, 2024.

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;
- (5) 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 28th day of September, 2021. UNITED STATES FIRE INSURANCE COMPANY



Matthew E. Lubin, President

State of New Jersey } County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, 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.

MELISSA H. D'ALESSIO NOTARY PUBLIC OF NEW JERSEY Commission # 60125833 My Commission Expires 4772026

Melissa H D'alissio

Melissa H. D'Alessio

(Notary Public)

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.

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

UNITED STATES FIRE INSURANCE COMPANY

Alfred N. Wright, Senior Vice President



#### **Palm Beach County** Facilities Development & Operations/Capital Improvements Division **BID SUMMARY**

API: Price Preference

ANNUAL/TRADE: Low Voltage

MANDATORY PRE-BID DATE: 12/8/2022; 4/5/2023

PROJECT #: 2022-007233-R1 PROJECT MANAGER: Andy Gamble, Facilities Systems Project Manager

**BID OPENING DATE: 4/27/2023** 

PROJECT NAME: North County Government Ctr-Card Access Replacement (RE-BID)

FIRM NAME	AVI Integrators, Inc. dba Security 101	Protect Video, Inc.	Bryant Integrated Technologies, Inc.	
PRIME LOCATION	LOCAL	LOCAL	NON-LOCAL	
PRIME SBE STATUS	NON-SBE	SBE	NON-SBE	
BID BOND	Yes	Yes	Yes	
BID	\$609,750.14	\$685,760.00	\$670,549.03	
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
ADDENDUM 2	Acknowledged/Signed	Acknowledged/Signed	Acknowledged/Signed	
SBE SCHEDULE 1 (Lists the S/M/WBE Prime and the names of <u>all</u> subcontractors regardless of SBE status.)	Satisfactory	Satisfactory	Satisfactory	
SBE PARTICIPATION	27.72%	100%	0%	
SBE SCHEDULE 2 (Schedule 2 is required for SBE Prime and <u>every</u> subcontractor.)	Satisfactory	Satisfactory	Satisfactory	
NOTES:	Non-Responsive (see comments below)		Non-Responsive to pre-qualification application requirement	

COMMENTS: AVI Integrators, Inc. dba Security 101 is non-responsive because at the time the bid was submitted, bidder did not exist as a legal entity, as it had merged with another company without the County's consent, as is required by the Contract, prior to submitting its bid. Therefore, award is recommended to Protect Video, Inc.

Bid Documents Opened By (Print Name): Rachel Richards

Bid Documents Recorded By (Print Name):

Donna Lynch

The recommended contractor's License(s) is current and in compliance with Palm Beach County requirements for the contractor and all sub-contractors listed.

The recommended contractor's Insurance(s) is current and in compliance with Palm Beach County requirements for the contractor.

YES

The recommended firm is registered in VSS. YES

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

#### RECOMMENDED FOR APPROVAL:

Based on the bid results for the above project, FDO recommends award to the following firm, as this firm provided the lowest responsive and responsible bid:

Protect Video, Inc.

Charlene La Mattina, Project Manager

YES

## **ATTACHMENT #5**

#### ANNUAL CONTRACT - LOW VOLTAGE #2021-025531: CONTROL SHEET

	ORIGINAL CONTRACT # CA	PACITY INC	REASES (App	roved 8/17/20	21)		\$4,000,000.00				
	LOW VOLTAGE CONT	ACT Expire	8/16/2026				\$4,000,000.00				V. 14. 3.
74 FD 1170 FE4	ISES ABOVE THIS LIVE										
	PROJECT INFO	DOLI	_ARS	S	SBE PARTICIPATION						
PROJECT#	PROJECT NAME	FIRM	W.O. AMOUNT	W.O.	SUPPLE MENT#	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
022-001283-R	Trenlacement (re-birt)	Protect	\$685,760.00	23-007		\$1,504,080.40				100.00%	
	DAGIDE ROUS										
CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
\$2,495,919.60	1,186,058.51	443,867.20	78.86%	37.42%							
	NAME OF FIRM / CONTRACT R#	1	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %			
1			ÁVI	\$77,157.82	\$ 38,287.00	49.62%	38,287.00	100.00%		<del>                                     </del>	
	Fire and Security Solutions, Inc. R2021-1064		Fire & Security	\$0.00	\$ -						
3	High End Audio Visual Inc R2021-1065		High End	\$0.00	\$ -						
4	Innuvo, Inc R2021-1066		Innuvo	\$0.00	\$ -						
5	6 Miami Business Telephones, Corp R2021-1493 7 Peerson Audio, Inc R2021-1067 8 Pro Sound, Inc. (dba Pro Sound & Video) - R2022-1118		Intranet	\$0.00	\$ -						
6			Miaml	\$0.00	\$ -						
7			Peerson	\$0.00	\$ -		-				
			Pro Sound	\$0.00	\$ -		-				
		Protect		\$ 1,147,771.51	80.44%	405,580.20	35,34%				
11 United Inc. U			Security	\$0.00	\$ -						
			Unitec	\$0.00	\$ -		-				
	Universal Cabling Systems, Inc R2021-1069	Universal	\$0.00	\$ -					L		
13	Wisch & Jackson Co. of Florida, Inc.	,	Wisch	\$0.00	\$ -		-				
			TOTAL	1,504,080.40	1,186,058.51	78.86%	443,867.20	37.42%			