

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

Meeting Date: February 6, 2024

Consent Regular
 Workshop Public Hearing

Department: Facilities Development & Operations

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Work Order No. 24-002 to the annual fire alarm repair and replacement contract (R2020-0568) with Fire and Security Solutions Inc. (Contractor) in the amount of \$1,408,360 for the Southern Region Water Reclaim-Alarm Replacement (Re-bid) project for a period of 730 calendar days from notice to proceed.

Summary: The project consists of replacing the fire alarm system at the South Region Water Reclaim Facility. The existing fire alarm system is obsolete and needs to be replaced. Work Order No. 24-002 authorizes the construction services necessary to furnish all labor, equipment, devices, tools, materials, transportation, supervision, drawings, permitting and all miscellaneous requirements necessary to replace the fire alarm system at the Southern Region Water Reclaim Facility. The new fire alarm system will be more efficient and provide years of dependable service. This project was competitively advertised and new contractors were invited to bid by submitting prequalification documents prior to the submission of the bid response. The Contractor will have 730 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 fire alarm repair and replacement contract and the requirements of the Equal Business Opportunity (EBO) Ordinance. The annual fire alarm repair and replacement contract was presented to the Goal Setting Committee on November 20, 2019 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 SBE participation for this Work Order is 100%. To date, the overall SBE participation on the annual fire alarm repair and replacement contract is 95.22%. The Contractor is a Palm Beach County business and an SBE certified firm. Funding for this project is from the WUD Operation & Maintenance Fund. **(Capital Improvements Division) District 5 (MWJ)**

Background and Justification: This project was openly, competitively advertised and procured. Bids for this project were opened on October 12, 2023 and the Contractor submitted the lowest responsive and responsible bid of the two (2) bids received. The new fire alarm system will be more efficient and provide years of dependable service.

Attachments:

1. Location Map
2. Budget Availability Statement
3. Work Order No. 24-002
4. Bid Summary
5. Annual Contract - fire alarm repair and replacement #20113: Control Sheet

Recommended by:  1/11/24
Department Director Date

Approved by:  1/24/24
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2024	2025	2026	2027	2028
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$1,408,360	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$1,408,360	-0-	-0-	-0-	-0-
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes X No _____
Is this item using Federal Funds? Yes _____ No X
Is this item using State Funds? Yes _____ No X

Budget Account No.:

Fund 4001 Dept 720 Unit 2410 Object 4615

CONSTRUCTION	\$1,408,360.00
STAFF COST	\$ 0.00
CONTINGENCY	\$ 0.00
TOTAL	\$1,408,360.00

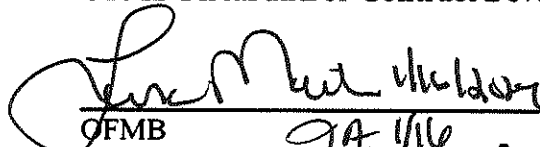
B. Recommended Sources of Funds/Summary of Fiscal Impact:

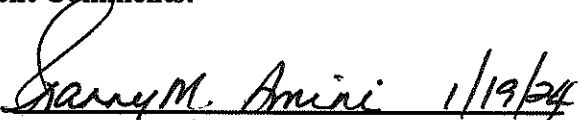
Funding for this project will be from the WUD Operation & Maintenance Fund.

C. Departmental Fiscal Review: 


III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:

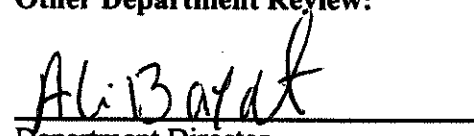
 OFMB
 GA 1/16
 EW 1-16-23
 APR 1/16

 1/19/24
 Contract Development and Control

B. Legal Sufficiency:

 4/23/24
 Assistant County Attorney

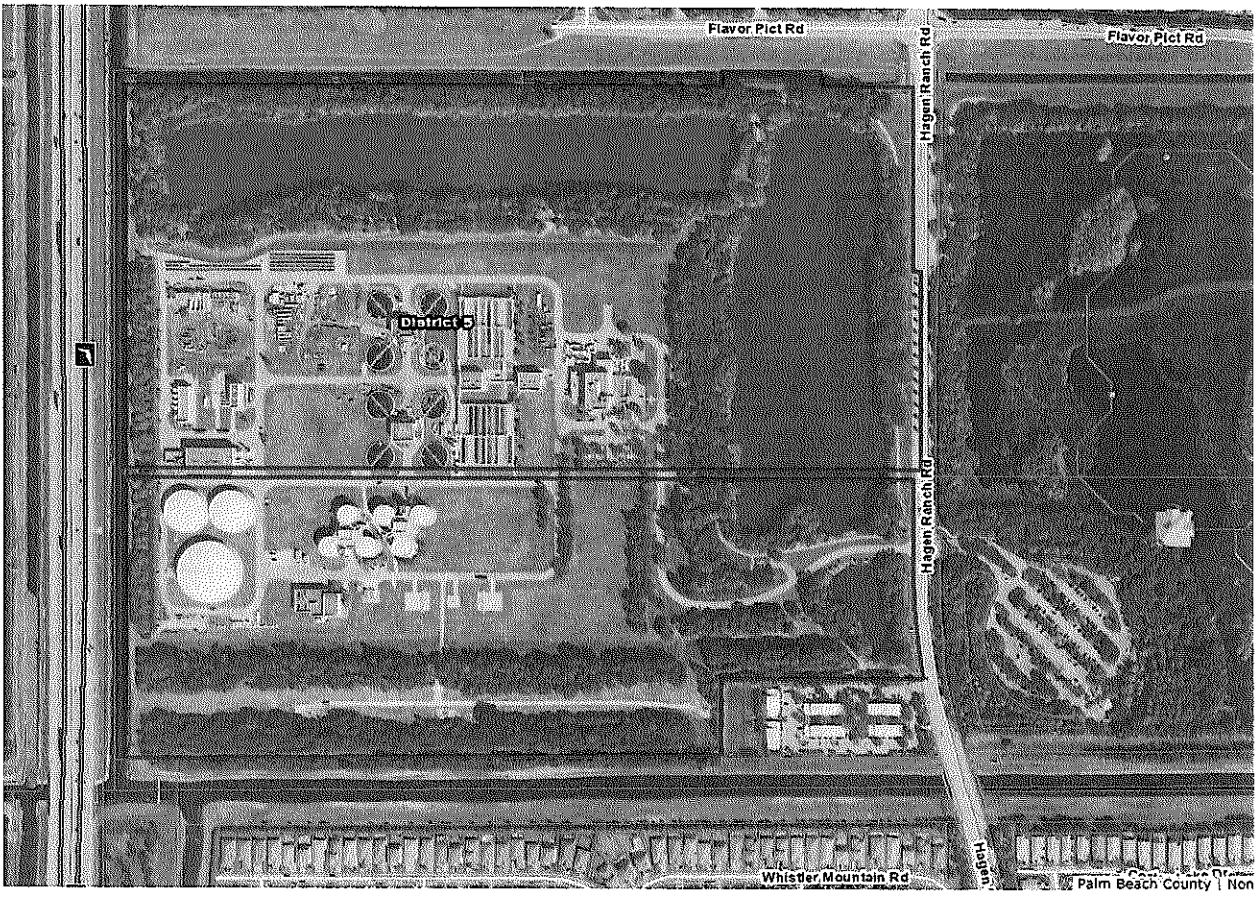
C. Other Department Review:


 Department Director

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

LOCATION MAP

Project No: 16389-R2
Project Name: Southern Region Water Reclaim-Alarm Replacement (Re-bid)
Location: 12751 Hagen Ranch Road, Boynton Beach, Florida 33437



BUDGET AVAILABILITY STATEMENT

REQUEST DATE: 11/3/23 PHONE: 561-233-2059
 PROJECT MANAGER: Ben Carroll, Facilities Systems Project Manager
 PROJECT TITLE: Southern Region Water Reclaim – alarm replacement (re-bid)
 (Same as CIP or IST, if applicable)

ORIGINAL CONTRACT AMOUNT: _____
 REQUESTED AMOUNT: \$1,408,360.00
 eFDO # / PROJECT NUMBER: 2017-042705 / 16389-R2
 W.O. NUMBER: _____
 CSA or CHANGE ORDER NUMBER: _____

IST PLANNING NO.: _____
 BCC RESOLUTION#: _____
 DATE: _____

SERVICE LOCATION: 12751 Hagen Ranch Rd., Boynton Beach
 BUILDING NUMBER: 663

CONSULTANT/CONTRACTOR: Fire and Security Solutions Inc. (fire alarm)

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 replace the fire alarm system.

CONSTRUCTION	\$1,408,360.00
PROFESSIONAL SERVICES	\$
STAFF COSTS*	\$
EQUIP. / SUPPLIES	\$
CONTINGENCY	\$
TOTAL	\$1,408,360.00

** 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: 4001 DEPT: 700 UNIT: 2410 OBJ: 4015

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

- Ad Valorem (Amount \$ _____) Infrastructure Sales Tax (Amount \$ _____)
- State (source/type: _____ Amount \$ _____) Federal (source/type: _____ (Amount \$ _____)
- Grant (source/type: _____ Amount \$ _____) Impact Fees: (Amount \$ _____)
- Other (source/type: UW Amount \$ 1,408,360.00)

DEPARTMENT: Water, Utilities
 BAS APPROVED BY: [Signature] DATE 11/6/2023
 ENCUMBRANCE NUMBER: _____

Project Name: Southern Region Water Reclaim – alarm replacement (re-bid)
Project No. 16389-R2

**WORK ORDER 24-002 TO
ANNUAL CONTRACT R2020-0568
FOR FIRE ALARM
PROJECT NAME: SOUTHERN REGION WATER RECLAIM – ALARM
REPLACEMENT (RE-BID)
PROJECT NO. 16389-R2**

THIS WORK ORDER is made as of February 6, 2024 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 Fire and Security Solutions Inc., a Florida corporation, authorized to do business in the State of Florida, whose Federal ID# is 65-1071995 hereinafter referred to as “Contractor”.

WHEREAS, the Owner and Contractor acknowledge and agree that the Contract between Owner and Contractor dated 6/2/20 (R2020-0568) (“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 Fire Alarm between Owner and Contractor, the Contractor was the lowest, responsive, responsible Bidder in the amount of **\$1,408,360.00** for the construction costs of replacing the fire alarm 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 **730** calendar days from 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 93.99% 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
- APIs

Project Name: Southern Region Water Reclaim – alarm replacement (re-bid)
 Project No. 16389-R2

- Addendum 1
- 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 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

Project Name: Southern Region Water Reclaim – alarm replacement (re-bid)
Project No. 16389-R2

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: Southern Region Water Reclaim – alarm replacement (re-bid)

Project No. 16389-R2

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

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

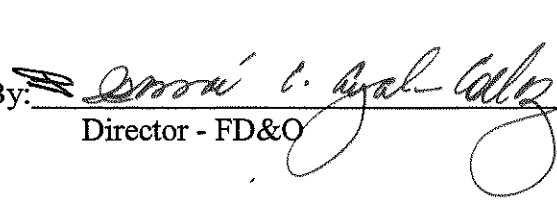
By: _____
Deputy Clerk

By: _____
Maria Sachs, Mayor

APPROVED AS TO
LEGAL SUFFICIENCY

APPROVED AS TO TERMS
AND CONDITIONS

By:  _____
County Attorney

By:  _____
Director - FD&O

Project Name: Southern Region Water Reclaim – alarm replacement (re-bid)
Project No. 16389-R2

WITNESS: FOR CONTRACTOR

CONTRACTOR: Fire and Security
Solutions Inc.

SIGNATURE

Kimberly S. King
Signature

[Signature]
Signature

Kimberly S. King
Name (type or print)

Stephen Vizzi
Name (type or print)

President
Title

(Corporate Seal)

BID FORM

PROJECT NUMBER: 16389-R2

PROJECT NAME: Southern Region Water Reclaim - Alarm 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 \$ 1,408,360.00

Written amount One million four hundred eight thousand three hundred sixty⁰⁰/₁₀₀

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 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 9/19/23 Addendum # _____ dated _____
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:

Fire and Security Solutions Inc.
Contractor Firm Name

10/12/2023
Date

[Signature]
Signature

Stephen Vizzi, President
Print Name and Title

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

Donna Lynch

From: FDO-CID-Bids
Sent: Tuesday, October 24, 2023 2:31 PM
To: '1st Fire & Security, Inc.'; 'Fire and Security Solutions, Inc.'; 'Fire and Security Solutions, Inc.'
Cc: Benjamin Carroll M.; Phyllis Lancaster
Subject: 16389-R2 Southern Region Water Reclaim (SRWRF)-Fire Alarm Replacement (RE-BID)
Attachments: 16389-R2 - Bid Summary Approved.pdf

Attached is the approved Bid Summary and the award recommendation for the above referenced project opened on October 12, 2023.

Please contact us with any questions and thank you for participating in our process.

Thanks,



Donna Lynch
Capital Improvements Division (CID)

2633 Vista Parkway,
West Palm Beach, FL 33411

(561) 233-0292

DLynch@pbcgov.org

Need Forms? Click on the link below.
[Capital Improvements Forms](#)

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

PROJECT NUMBER: 16389-R2
PROJECT NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)
DATE: 10/12/2023

BID BOND

STATE OF FLORIDA

COUNTY OF PALM BEACH

KNOW ALL MEN BY THESE PRESENTS: That we, Fire and Security Solutions Inc.
(hereinafter called "Principal"), and Frankenmuth 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
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: **Southern Region Water
Reclaim - Alarm Replacement (RE-BID), Project Number 16389-R2**, 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 NUMBER: 16389-R2
PROJECT NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)
DATE: 10/12/2023

IN WITNESS WHEREOF, the said Fire and Security Solutions Inc. as
"Principal" herein, has caused these presents to be signed in its name, by its _____
and attested by its _____ under the corporate seal,
and the said Frankenmuth Insurance Company as "Surety" herein, has caused these
presents to be signed in its name, by its Attorney-in-Fact
corporate Seal, this 12th day of October, A.D., 2023.

ATTEST:

(SEAL)

Kimberly S. King
(Signature)
Kimberly S. King
Print Name
TITLE: Office Manager

Fire and Security Solutions Inc.
(Contractor Firm Name)
By: [Signature]
(Signature)
Stephen Vizzi President
Print Name and Title:

ATTEST:

(SEAL)

As Per Attached Power of Attorney
(Signature)

Print Name
TITLE: _____

Frankenmuth Insurance Company
(Surety Name)
By: [Signature]
(Signature)
Jonathan A. Bursevich, Attorney-in-Fact
Print Name and Title:



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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal herewith affixed this 15th day of December, 2022.



Frankenmuth Insurance Company

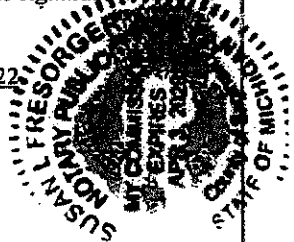
By Frederick A. Edmond, Jr.
Frederick A. Edmond, Jr.,
President and Chief Executive Officer

STATE OF MICHIGAN)
COUNTY OF SAGINAW) ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this 12th day of October, 2023.

Andrew H. Knudsen
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096



Frankenmuth Insurance Company
Ansur America Insurance Company
Patriot Life Insurance Company
Patriot Insurance Company

SURETY BOND SEAL ADDENDUM
Frankenmuth Insurance Company

Due to logistical issues associated with the use of traditional seals during the COVID-19 pandemic, Frankenmuth Insurance Company has authorized its Attorneys-in-Fact to affix Frankenmuth Insurance Company's, corporate seal to any bond executed on behalf of Frankenmuth Insurance Company, by any such Attorney-in-Fact, by attaching this Addendum to said bond.

Through December 31, 2023, to the extent this Addendum is attached to a bond that is executed on behalf of Frankenmuth Insurance Company, by its Attorney-in-Fact, Frankenmuth Insurance Company, hereby agrees that the seal below shall be deemed affixed to said bond to the same extent as if its raised corporate seal was physically affixed to the face of the bond.

Dated this 12th day of October, 2023.



Sign: JOL
Attorney-in-fact Jonathan A. Bursevich

ATTACHMENT "A"
**(for Fire Alarm, IAQ Remediation, Overhead Doors, Plumbing, Sports Field Lighting
Install)**

**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.

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.

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.

OEBO SCHEDULE 1

SOLICITATION/PROJECT/BID NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)

SOLICITATION/PROJECT/BID NO.: 16389-R2

SOLICITATION OPENING/SUBMITTAL DATE: October 12, 2023

COUNTY DEPARTMENT: FCO/CID

Section A PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME CONTRACTOR/CONSULTANT* ON THE PROJECT:

NAME OF PRIME RESPONDENT/BIDDER: Fire and Security Solutions Inc.

ADDRESS: 3000 High Ridge Rd #9 Boynton Beach, FL 33426

CONTACT PERSON: Steve Vizzi

PHONE NO.: 561-588-9542

E-MAIL: steve@fssalarm.com

PRIME'S DOLLAR AMOUNT OR PERCENTAGE OF WORK: 60%

Non-SBE MBE WBE SBE

*SMWBE Primes must include their percentage or dollar amount in the Total Participation line under section B.

Section B PLEASE LIST THE DOLLAR AMOUNT OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SUBCONTRACTORS/SUBCONSULTANTS ON THE PROJECT BELOW:

Subcontractor/Sub consultant Name	(Check all Applicable Categories)				DOLLAR AMOUNT OR PERCENTAGE OF WORK					
	Non-SBE	MBE	WBE	SBE	Black	Hispanic	Women	Caucasian	Asian	Other
		Minority Business	Women Business	Small Business						
1. Godfrey Electric 1222 Omar Road West Palm Beach, FL 33406	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	_____	_____	_____	40%	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____	_____

(Please use additional sheets if necessary)

Total Bid/Offer Price \$ 1,408,360.00

Total _____ 40% _____

Total Certified S/M/WBE Participation \$ 1,408,360.00

I hereby certify that the above information is accurate to the best of my knowledge:

Stephen Vizzi
 Name & Authorized Signature President
 Title

- Note:
- 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.
 - 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 check the applicable box and list the dollar amount or percentage under the appropriate demographic category.
 - 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: 16389-R2
 SOLICITATION/PROJECT NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)

Prime Contractor: Fire and Security Solutions Inc Subcontractor: _____

(Check box(s) that apply)
 SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 5/15/23

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	<input type="checkbox"/> Supplier

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
	Replacement of Fire alarm system				60%

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: 60%

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: _____

Fire and Security Solutions Inc.
 Print Name of Prime

By: _____
 Authorized Signature

Stephen Vizzi
 Print Name

President
 Title

Date: 10/14/2023

 Print Name of Subcontractor/subconsultant

By: _____
 Authorized Signature

 Print Name

 Title

Date: _____

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: 16389-R 2

SOLICITATION/PROJECT NAME: Southern Region Water Reclaim (SRWRF) - Alarm Replacement (RE-BID)

Prime Contractor: Fire and Security Solutions Inc Subcontractor: Godfrey Electric

(Check box(s) that apply)

SBE WBE MBE M/WBE Non-S/M/WBE Date of Palm Beach County Certification (if applicable): 4/15/25

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

Column 1	Column 2	Column 3
<input checked="" type="checkbox"/> Male <input type="checkbox"/> Female	<input type="checkbox"/> African-American/Black <input type="checkbox"/> Asian American <input checked="" type="checkbox"/> Caucasian American	<input type="checkbox"/> Supplier
	<input type="checkbox"/> Hispanic American <input type="checkbox"/> Native American	

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

Line Item	Item Description	Unit Price	Quantity/ Units	Contingencies/ Allowances	Total Price/Percentage
	<u>Replacement of Fire Alarm System</u>				<u>40%</u>

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: 40%

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: _____

Fire and Security Solutions Inc.
 Print Name of Prime
 By: [Signature]
 Authorized Signature
Stephen Vizzi
 Print Name
President
 Title
 Date: 10/12/2023

Godfrey Electric
 Print Name of Subcontractor/subconsultant
 By: [Signature]
 Authorized Signature
Albert A. Godfrey
 Print Name
President
 Title
 Date: 10/10/23

**CAPITAL IMPROVEMENTS DIVISION
IFQ/B ATTACHMENT C
PROJECT REQUIREMENTS
Annual Contract - Fire Alarm**

Contact: Ben Carroll, Facilities Systems Project Manager
Phone: (561)233-2059
Project Title: Southern Region Water Reclaim - Alarm Replacement (RE-BID)
Project #: 16389-R2
Project Location: 12751 Hagen Ranch Road, Boynton Beach, 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 – Fire Alarm 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 seven hundred thirty (730) 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 replace the fire alarm system per the project requirements provided below:

- a. Replace existing system with a new addressable fire alarm system.
- b. Work to be done in accordance with the plans and specifications outlined in (Exhibits 1, 2, & 3), prepared by the engineer.

- c. Contractor to conduct "testing period" with Project Manager and Electronic Services and Security (ESS) staff to confirm proper installation, sequencing, and performance.

3. PRODUCT INFORMATION

All products used are to conform to Electronic Services & Security (ESS) specifications.

4. EXISTING EQUIPMENT

- a. Controllers, annunciators, and Digital Alarm Communication Transmitters (DACT) communicators are to be salvaged and given to ESS.
- b. Existing equipment is not operational and will be removed and given to ESS.

5. 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.

6. 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.

7. 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.

8. 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.

9. PREPARATION

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

10. 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.

11. 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.

12. 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.

13. CLEAN UP

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

14. SECURITY

All bidders must have badged employees as identified below prior to commencement of work.

This project is subject to:

- Critical Facilities Background Check
- CJI Facilities Background Check
- No Background Check

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

PROJECT NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)
PROJECT NUMBER: 16389-R2

ADDENDUM NUMBER: ONE

DATE OF ISSUANCE: 9/19/2023

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.

CHANGE TO INVITATION FOR QUOTE/BID

1. Change pre-bid date from "September 20, 2023 by 10:00 AM" to read "September 26, 2023 by 10:00 AM"

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: _____

END OF ADDENDUM

ADDENDUM - 1

1 of 1



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/2/2023

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).

PRODUCER Assured Partners - Rivard Insurance 1014 Gateway Blvd #107 Boynton Beach FL 33426		CONTACT NAME: Marilyn Guevara PHONE (A/C No, Ext): (561) 739-8346 E-MAIL ADDRESS: mguevara@rivardinsurance.net		FAX (A/C, No):
INSURED: Fire and Security Solutions Inc 3000 HIGH RIDGE RD STE 9 BOYNTON BEACH FL 33426		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : EVEREST IND INS CO		10851
		INSURER B : AUTO OWNERS INS CO		18988
		INSURER C : SCOTTSDALE INS CO		41297M
		INSURER D : ASSOCIATED INDUSTRIES INS CO INC		23140
		INSURER E :		
		INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** **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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	51GLM13242-231	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	5292963700	08/01/2023	08/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
C	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	CXS4005643	08/01/2023	08/01/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	AWC1197674	08/01/2023	08/01/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
CERTIFICATE HOLDER IS AN ADDITIONAL INSURED PER WRITTEN CONTRACT. WAIVER OF SUBROGATION ALSO APPLIES. Palm Beach County, a political subdivision of the State of Florida, its officers, agents and employees as Additional Insured for all required insurance coverage, except Workers Compensation and Business Auto Liability.

CERTIFICATE HOLDER PALM BEACH COUNTY C/O CAPITAL IMPROVEMENTS DIVISION 2633 VISTA PARKWAY WEST PALM BEACH FL 33411	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. AUTHORIZED REPRESENTATIVE Martin G Rivard
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ALTER
SURETY GROUP

www.altersurety.com

December 6, 2023

Palm Beach County
2633 Vista Parkway
West Palm Beach, FL 33411-5604

RE: Fire and Security Solutions Inc.
Project: Southern Region Water Reclaim - Alarm Replacement (Re-Bid)
Project No. 16389-R2
Bond No. SUR0008491

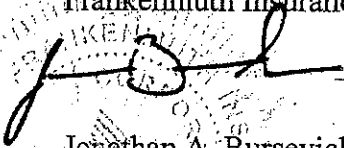
To Whom It May Concern:

We have executed the enclosed bonds on behalf of the above captioned contractor in favor of the Palm Beach County. Please note that we have not dated the bonds, the Power of Attorney or the Form of Guarantee. The copy of the contract we received was not dated and as the bonds follow the contract they should not be dated prior to the contract.

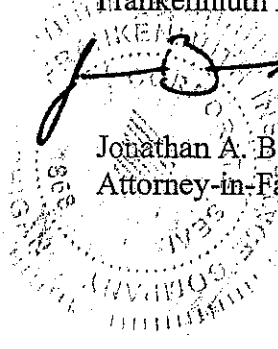
Please accept this letter as authorization to date the enclosed Public Construction Bond, and the attached Power of Attorney concurrently with the date of the contract and to date the Form of Guarantee upon substantial completion for the captioned project. Please date these items concurrently with the contract date and fax a copy to our office at 305-328-4838 or email doreen@altersurety.com **so that we can activate the bond coverage.**

Please do not hesitate to contact our office should you have any questions in this regard. Thank you.

Yours truly,
Frankenmuth Insurance Company



Jonathan A. Bursevich,
Attorney-in-Fact



5979 N.W. 151st Street • Suite 202 • Miami Lakes, FL 33014
Phone: 305-517-3803 • Fax: 305-328-4838

PUBLIC CONSTRUCTION BOND

BOND NUMBER SUR0008491

BOND AMOUNT \$1,408,360.00

CONTRACT AMOUNT \$1,408,360.00

CONTRACTOR'S NAME: Fire and Security Solutions Inc

CONTRACTOR'S ADDRESS: 300 High Ridge Road, #9, Boynton Beach, FL 33426

CONTRACTOR'S PHONE: 561-588-9542

SURETY COMPANY: Frankenmuth Insurance Company

SURETY'S ADDRESS: One Mutual Avenue

Frankenmuth, MI. 48787

SURETY'S PHONE: (989) 652-6121

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: Southern Region Water Reclaim – alarm replacement (re-bid)

PROJECT NUMBER: 16389-R2

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

DESCRIPTION OF WORK: Replace fire alarm system.

PROJECT ADDRESS, PCN, or LEGAL DESCRIPTION: _____

12751 Hagen Ranch Rd., Boynton Beach

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

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

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

Dollars \$1,408,360.00
One million four hundred eight thousand three 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: Southern Region Water Reclaim – alarm replacement (re-bid)
Project No.: 16389-R2
Project Description: Replace fire alarm system
Project Location: 12751 Hagen Ranch Rd., Boynton 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 replacing fire alarm 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 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__.

The provisions and limitation 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.

Kimberly S. Klug
Witness

[Signature]
Witness

Fire and Security Solutions Inc
Principal (Seal)

[Signature]
(Print Name and Title)

Stephen Vizzi President

Frankenmuth Insurance Company
Surety (Seal)

[Signature]
(Print Name and Title)

Jonathan A. Bursevich, Attorney-in-Fact

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

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

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



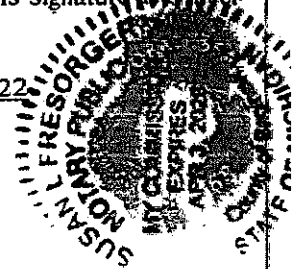
Frankenmuth Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Executive Officer

ss:

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature as Officer were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this ___ day of ___
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

FORM OF GUARANTEE

GUARANTEE FOR Contractor Name: Fire and Security Solutions Inc. and Surety Name: Frankenmuth Insurance Company

We the undersigned hereby guarantee that the (Southern Region Water Reclaim – alarm replacement (re-bid); #16389-R2) 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

Fire and Security Solutions Inc.
(Contractor Name) (Seal)

By: [Signature]
(Contractor Signature)

Stephen Vizzi President
(Print Name and Title)

Frankenmuth Insurance Company
(Surety Name) (Seal)

By: [Signature]
(Surety Signature)

Jonathan A. Bursevich, Attorney-In-Fact
(Print Name and Title)

MUST CONTAIN ORIGINAL SIGNATURES, NO COPIES WILL BE ACCEPTED

FRANKENMUTH INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, that Frankenmuth Insurance Company (the "Company"), a corporation duly organized and existing under the laws of the State of Michigan, having its principal office at 1 Mutual Avenue, Frankenmuth, Michigan 48787, does hereby nominate, constitute and appoint:

Warren M. Alter, Jonathan A. Bursevich, David T. Satine, Dawn Auspitz

Their true and lawful attorney(s)-in-fact, each in their separate capacity if more than one is named above, to make, execute, seal, acknowledge and deliver any and all bonds, contracts and undertakings of suretyship, with the exception of Financial Guaranty Insurance, provided, however, that the penal sum of any one such instrument shall not exceed the sum of:

Fifty Million and 00/100 Dollars (\$50,000,000)

This Power of Attorney is granted pursuant to the following Resolution duly adopted at a meeting of the Board of Directors of Frankenmuth Insurance Company:

"RESOLVED, that the President, Senior Vice President or Vice President and each of them under their respective designations, hereby is authorized to execute powers of attorney, and such authority can be executed by use of facsimile signature, which may be attested or acknowledged by any officer of the Company, qualifying the attorney(s) named in the given power of attorney, to execute on behalf of, and acknowledge as the act and deed of Frankenmuth Insurance Company on all bonds, contracts and undertakings of suretyship, and to affix the corporate seal thereto."

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 15th day of December, 2022.



Frankenmuth Insurance Company
By Frederick A. Edmond, Jr.,
President and Chief Executive Officer

Sworn to before me, a Notary Public in the State of Michigan, by Frederick A. Edmond, Jr., to me personally known to be the individual and officer described in, and who executed the preceding instrument, deposed and said the Corporate Seal and his signature were affixed and subscribed to said instrument by the authority of the Company.

IN TESTIMONY WHEREOF, I have set my hand, and affixed my Official Seal this 15th day of December, 2022.

Susan L. Fresorger (Seal)
Susan L. Fresorger, Notary Public
Saginaw County, State of Michigan
My Commission Expires: April 3, 2028



I, the undersigned, Executive Vice President of Frankenmuth Insurance Company, do hereby certify that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and is in full force and effect as of this date.

IN WITNESS WHEREOF, I have set my hand and affixed the Seal of the Company, this day of
Andrew H. Knudsen, Executive Vice President,
Chief Operating Officer and Secretary

ALL CORRESPONDENCE RELATED TO BOND VALIDATION AND/OR A CLAIM SHOULD BE DIRECTED TO
VP SURETY, 701 U.S. ROUTE ONE, SUITE 1, YARMOUTH, ME 04096

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

API: Price Preference ANNUAL/TRADE: Fire Alarm MANDATORY PRE-BID DATE: 9/20/2023
 PROJECT NUMBER: 16389-R2 PROJECT MANAGER: Ben Carroll, Facilities Systems Project Manager BID OPENING DATE: 10/12/2023
 PROJECT NAME: Southern Region Water Reclaim - Alarm Replacement (RE-BID)

FIRM NAME	Fire and Security Solutions Inc.	1st Fire & Security, Inc.			
PRIME LOCATION	LOCAL	LOCAL			
PRIME SBE STATUS	SBE	SBE			
BID BOND	Yes	Yes			
BID	\$1,408,360.00	\$1,490,000.00			
ADDENDUM 1	Acknowledged/Signed	Acknowledged/Signed			
SBE SCHEDULE 1 <small>(Lists the S/M/WBE Prime and the names of all subcontractors regardless of SBE status.)</small>	Satisfactory	Satisfactory			
SBE PARTICIPATION	100%	100%			
SBE SCHEDULE 2 <small>(Schedule 2 is required for SBE Prime and every subcontractor.)</small>	Satisfactory	Satisfactory			
NOTES:					

COMMENTS:

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. YES
 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:

Fire and Security Solutions Inc.
Charlene La Mattina, Project Manager 10-23-2023 Date

Gigi Jones, Contracts Manager 10/20/23 Date

Del M. Hule 10-23-2023



ANNUAL CONTRACT - FIRE ALARM REPAIR REPLACEMENT #20113: CONTROL SHEET

ORIGINAL CONTRACT + CAPACITY INCREASES (Approved 6/2/2020)						\$1,000,000.00					
FIRE ALARM REPAIR & REPLACEMENT CONTRACT Expires 6/1/2025						\$1,000,000.00					
BOARD INCREASES ABOVE THIS LINE											
PROJECT INFORMATION						DOLLARS			SBE PARTICIPATION		
PROJECT #	PROJECT NAME	FIRM	W.O. AMOUNT	W.O. #	SUPPLEMENT #	\$ TO DATE	\$ CAPACITY REMAINING	\$ SBE W.O.	\$ M/WBE W.O.	% SBE W.O.	% M/WBE W.O.
16389-R2	Southern Region Water Reclaim - alarm replacement (re-bid)	FIRESecurity	\$1,408,360.00	24-002		\$1,920,943.54	-\$920,943.54	\$1,408,360.00		100%	
UNHIDE ROWS											
CAPACITY REMAINING	Total SBE \$	Total M/WBE \$	Cumulative SBE %	Cumulative M/WBE %							
	1,829,155.12	263,539.97	95.22%	14.41%							
	-\$920,943.54										
	NAME OF FIRM / CONTRACT R#	FIRM	TOTAL WORK ORDERS	TOTAL SBE \$	CONTRACT CUMULATIVE SBE %	TOTAL M/WBE \$	CONTRACT CUMULATIVE M/WBE %				
1	1st Fire & Security, Inc. - R2020-0567	1st Fire	\$394,834.97	\$ 394,834.97	100.00%	263,539.97	66.75%				
2	Fire and Security Solutions Inc. - R2020-0568	FIRESecurity	\$1,526,108.57	\$ 1,434,320.15	93.99%	-	0.00%				
		TOTAL	1,920,943.54	1,829,155.12	95.22%	263,539.97	14.41%				

Note: Maximum Cumulative value for this annual is being increased by \$5M at BCC meeting 1/23/2024, Agenda item number 3H-3. Maximum Cumulative value will be \$6M.