

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS
AGENDA ITEM SUMMARY

3B-1
ADD-ON

Meeting Date: **October 27, 2015** Consent Regular
 Ordinance Public Hearing

Department: **Facilities Development & Operations**

I. EXECUTIVE BRIEF

Motion and Title: Staff recommends motion to approve: Emergency Contract #750721 with Norred & Associates, Inc. for uniformed security guard services for various locations throughout Palm Beach County for approximately \$1,700,312 for a twelve (12) month term commencing October 28, 2015.

Summary: As a result of an Invitation for Bid ("IFB") for uniformed security guard services for various locations throughout Palm Beach County, the County entered into a contract with USI Security Services, Inc. ("USI") on February 15, 2014. On September 14, 2015, the County notified USI that it was terminating the contract for convenience effective October 27, 2015. Norred & Associates, Inc. ("Norred"), the next lowest responsive and responsible bidder to the IFB, has agreed to honor its 2013 bid price and provide the necessary uniformed security guard services. Due to the immediate need for security guard services for various locations throughout the County, Staff recommends the approval of Emergency Contract #750721 with Norred. Funding for this contract is from a variety of operating departments with different funding sources and each have been advised of and have funding to cover the price differences. Norred is a non-SBE vendor who has committed twenty percent (20%) SBE participation by utilizing an SBE subcontractor. Norred is located in Palm Beach County. (FDO/Purchasing) Countywide (MWJ)

Background & Policy Issues: In June 2013, the Purchasing Department advertised an IFB for uniformed security guard services for various locations throughout the County. Four (4) responsive and responsible bids were received and ranked from lowest to highest as follows: (i) A & Associates, Inc. ("A & Associates"); (ii) USI; (iii) Norred; and (iv) AlliedBarton Security Services, LLC. In September 2013, the County entered into a contract with A & Associates for a twenty-four (24) month period with three (3) one (1) year renewal options. Due to the resignation of A & Associates in February 2014, the County terminated the contract and, in accordance with Purchasing Department PPM# PA-O-002 ("Purchasing PPM"), re-awarded and entered into a contract with USI, the second lowest bidder. On September 14, 2015, the County notified USI that it was terminating the contract for convenience effective October 27, 2015. Norred was the next lowest responsive and responsible bidder to the IFB; however, the County could not, pursuant to the Purchasing PPM, re-award the contract to Norred because the initial award period had expired. Based upon Norred's agreement to honor its 2013 bid price and provide the necessary uniform security guard services, Staff recommends that the County approve this Emergency Contract with Norred.

The following table illustrates the differences between USI's and Norred's 2013 and 2015 bid prices. The fiscal impact per funding source is shown on Page 2 of this item.

Security Guard Levels	2013 Security Guard Hourly Rates (USI)	2013 Security Guard Hourly Rates (Norred)	2015 Existing Security Guard Hourly Rates (USI)*	2015 New Security Guard Hourly Rates (Norred)*
Guard A (General Govt.)	\$13.77	\$14.99	\$14.18	\$15.44
Guard B (Airports TSA)	\$14.38	\$15.73	\$ 14.81	\$16.20
Guard C (Armed)	\$15.03	\$16.41	\$ 15.48	\$16.90
Site/Field Supervisor	\$16.74	\$ 17.07	\$ 17.24	\$17.58

*The IFB provided for a three percent (3%) cost of living increase at each renewal period.

Attachments: Emergency Contract #750721

Recommended By: Ann Marie Wolf 10/2/15
Department Director Date

Recommended By: James M. Scarlett 10/2/15
Department Director Date

Approved By: W. Parker 10/17/15
County Administrator Date

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	2016	2017	2018	2019	2020
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	<u> * </u>	_____	_____	_____	_____
# ADDITIONAL FTE POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget: Yes No _____

Budget Account No: Fund _____ Dept _____ Unit _____ Object _____
 Program _____

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

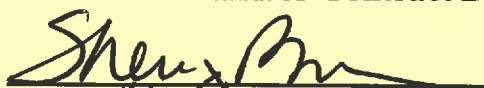
*The change in vendor from USI to Norred results in the following annual fiscal impact. Department correspondence accepting the additional charges is on file with FDO. The remainder of the contract value is for project work, special events and fire watches.

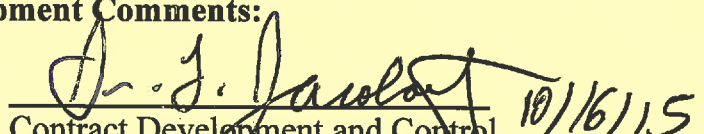
Security Contract Locations	Existing Costs Per Year	New Costs Per Year
Community Services	\$ 277,247.36	\$ 301,882.88
Libraries	\$ 190,976.24	\$ 207,945.92
Palm Tran	\$ 435,080.88	\$ 474,991.40
PBIA	\$ 215,633.60	\$ 235,872.00
Parks	\$ 46,453.68	\$ 50,581.44
Youth Services	\$ 24,332.88	\$ 26,495.04
WUD	\$ 193,592.88	\$ 211,351.40
FDO	\$ 36,566.40	\$ 36,566.40

C. Departmental Fiscal Review: _____

III. REVIEW COMMENTS

A. OFMB Fiscal and/or Contract Development Comments:


 OFMB ⁵⁰ _{10/8} 10/8

 10/16/15
 Contract Development and Control
 D. J. Javelle D-15-15

B. Legal Sufficiency:

 10/16/15
 Assistant County Attorney

C. Other Department Review:

 Department Director

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

**EMERGENCY CONTRACT #750721
FOR UNIFORM SECURITY GUARD SERVICES, GENERAL LOCATIONS**

This Emergency Contract #750721 ("Emergency Contract") is made and entered into _____, by and between Palm Beach County, a political subdivision of the State of Florida, by and through its Board of County Commissioners ("County") and Norred & Associates, Inc., 1003 Virginia Ave., Suite 200, Atlanta, Georgia, 30354, a corporation authorized to do business in the State of Florida ("Norred").

WITNESSETH

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

WHEREAS, Norred bid on the IFB and has agreed to honor the prices submitted by them in their 2013 IFB bid response throughout the term of this Emergency Contract; and

WHEREAS, Norred has the ability to perform the services needed by the County; and

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

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

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

1. The terms and conditions of: (i) the Emergency Contract #750721/MB, a copy of which is attached hereto as Exhibit A; and (ii) the Security Services Proposal submitted by Norred, dated September 29, 2015 a copy of which is attached hereto as Exhibit B, shall both be deemed to be incorporated herein.
2. Notwithstanding anything stated to the contrary, the order of precedence of the documents which make up this agreement between the parties shall be (i) this Emergency Contract; (ii) the Emergency Contract #750721/MB (Exhibit A); and (iii) the Security Services Proposal submitted by Norred (Exhibit B).
3. The term of this Emergency Contract is 10/28/15 through 10/27/16 or until the estimated dollar amount is expended, at the discretion of the County. The estimated dollar amount of this Emergency Contract is *One Million Seven Hundred Thousand Three Hundred and Twelve Dollars and Thirty-Three Cents (\$1,700,312.33)*.
4. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder now or hereafter existing at law, or

in equity, by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

5. County Departments will issue individual hard copy orders against this Emergency Contract, which will serve as Norred's authorization to deliver uniform security guard services. All invoices must reference a unique document number (e.g. CPO/DO 680 XY03030500000000001111 or CPO/DO 680 XY030305*1111). Failure to provide a document number on each invoice will result in a delay in processing payment.

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

ATTEST:
SHARON R. BOCK
CLERK AND COMPTROLLER

PALM BEACH COUNTY
BOARD OF COUNTY COMMISSIONERS:

By: _____
Deputy Clerk

By: _____
Shelley Vana, Mayor

WITNESS:


Signature

NORRED & ASSOCIATES, INC.

By: 
Jeff Bohling, President

(corp. seal)


Signature

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: 
County Attorney

APPROVED AS TO TERMS
AND CONDITIONS

By: 
Department Director

EXHIBIT A
EMERGENCY CONTRACT #750721/MB

SEE ATTACHED.

Board of County Commissioners

Shelley Vana, Mayor
Mary Lou Berger, Vice Mayor
Hal R. Valache
Paulette Burdick
Steven L. Abrams
Melissa McKinlay
Priscilla A. Taylor



County Administrator

Verdenia C. Baker

Purchasing Department
www.pbcgov.org/purchasing

**BOARD OF COUNTY COMMISSIONERS
EMERGENCY CONTRACT
#750721/MB**

**UNIFORM SECURITY GUARD SERVICES,
GENERAL LOCATIONS, TERM CONTRACT**

SUBMISSION DATE: September 29, 2015 AT 4:00 P.M.

It is the sole purpose and intent of this solicitation to secure a contract for item(s) and/or services as listed herein. The vendor is hereby placed on notice that acceptance of its response by Palm Beach County shall constitute a binding contract.

This Solicitation, General Conditions, Instructions, Special Conditions, Specifications, Attachments, Amendments (if issued), and/or any other referenced document form a part of this solicitation and response thereto, and by reference are made a part thereof. The vendor shall be bound by all terms, conditions and requirements in these documents.

SUBMIT SOLICITATION TO:

Palm Beach County Purchasing Department
Attention: Marva Brown, Sr. Buyer
50 South Military Trail, Suite 110
West Palm Beach, Florida 33415-3199
Fax #: (561) 242-6715
E-mail: mbrown@pbcgov.org

Solicitation may be submitted via fax or e-mail.

**In accordance with the provisions of ADA,
this document may be requested in an alternate format.**

**50 South Military Trail, Suite 110, West Palm Beach, FL 33415-3199
(561) 616-6800 FAX: (561) 616-6811**

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR VENDORS

GENERAL CONDITIONS

1. GENERAL INFORMATION

Vendor is advised that this package constitutes the complete set of specifications, terms, and conditions which forms the binding contract between Palm Beach County and the vendor. Changes to this solicitation may be made only by written amendment issued by the County Purchasing Department. Vendor is further advised to closely examine every section of this document, to ensure that all sequentially numbered pages are present, and to ensure that it is fully understood. Questions or requests for explanations or interpretations of this document must be submitted to the Purchasing Department contact in writing. Vendor certifies that its response is made without reliance on any oral representations made by the County.

The obligations of Palm Beach County under this award are subject to the availability of funds lawfully appropriated for its purpose.

2. LEGAL REQUIREMENTS

- a. **COMPLIANCE WITH LAWS AND CODES:** Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the vendor shall in no way be a cause for relief from responsibility. The vendor shall strictly comply with Federal, State and local building and safety codes. Equipment shall meet all State and Federal Safety regulations. Vendor certifies that all products (materials, equipment, processes, or other items supplied in response to this solicitation) contained in its response meets all ANSI, NFPA, and all other Federal and State requirements. Vendor further certifies that, if it is the vendor, and the product delivered is subsequently found to be deficient in any of the aforementioned requirements in effect on date of delivery, all costs necessary to bring the product into compliance shall be borne by the vendor.

Any toxic substance provided to the County as a result of this solicitation or resultant contract shall be accompanied by its Safety Data Sheet (SDS).

The Uniform Commercial Code (Florida Statutes, Chapter 672) shall prevail as the basis for contractual obligations between the vendor and Palm Beach County for any terms and conditions not specifically stated in the solicitation.

- b. **DISCRIMINATION PROHIBITED:** Palm Beach County is committed to assuring equal opportunity in the award of contracts and complies with all laws prohibiting discrimination. Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, the vendor warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, familial status, sexual orientation, gender identity and expression or genetic information. Per Resolution R-2014-1421, as may be amended, the vendor shall comply with the requirements set forth in Section 3.n. herein below.
- c. **INDEPENDENT CONTRACTOR RELATIONSHIP:** The vendor is, and shall be, in the performance of all work, services, and activities under this Contract, an Independent Contractor and not an employee, agent, or servant of the COUNTY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times, and in all places, be subject to the vendor's sole direction, supervision, and control. The vendor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the vendor's relationship, and the relationship of its employees, to the COUNTY shall be that of an Independent Contractor and not as employees or agents of the COUNTY.
- d. **CRIMINAL HISTORY RECORDS CHECK ORDINANCE:** Pursuant to Palm Beach County Code Section 2-371 through 2-377, the Palm Beach County Criminal History Records Check

Ordinance ("Ordinance"), the County will conduct fingerprint based criminal history record checks on all persons not employed by the County who repair, deliver, or provide goods or services for, to, or on behalf of the County. A fingerprint based criminal history record check shall be conducted on all employees of vendors, contractors, and subcontractors of contractors, including repair persons and delivery persons, who are unescorted when entering a facility determined to be either a critical facility ("Critical Facilities") or a criminal justice information facility ("CJI Facilities"), which are critical to the public safety and security of the County. County facilities that require this heightened level of security are identified in Resolution R-2003-1274, as amended. In October 2013, compliance with the requirements of the U. S. Federal Bureau of Investigations CJI Security Policy was added to the Ordinance, which includes a broad list of disqualifying offenses. The vendor is solely responsible for understanding the financial, schedule, and / or staffing implications of this Ordinance. Further, the vendor acknowledges that its response includes any and all direct or indirect costs associated with compliance with this Ordinance, except for the applicable FDLE / FBI fees that shall be paid by the County.

- e. **PUBLIC ENTITY CRIMES:** F.S. 287.133 requires Palm Beach County to notify all vendors of the following: "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in F.S. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list."

SCRUTINIZED COMPANIES (WHEN CONTRACT VALUE IS GREATER THAN \$1 MILLION):

As provided in F.S. 287.135, by entering into a Contract or performing any work in furtherance of this solicitation, the VENDOR certifies that it, its affiliates, suppliers, subcontractors and consultants who will perform hereunder, have not been placed on the Scrutinized Companies With Activities in Sudan List or Scrutinized Companies With Activities in The Iran Petroleum Energy Sector List created pursuant to F.S. 215.473.

If the County determines, using credible information available to the public, that a false certification has been submitted by VENDOR, the resulting Contract from this solicitation may be terminated and a civil penalty equal to the greater of \$2 million or twice the amount of this Contract shall be imposed, pursuant to F.S. 287.135.

- f. **NON-COLLUSION:** Vendor certifies that it has entered into no agreement to commit a fraudulent, deceitful, unlawful, or wrongful act, or any act which may result in unfair advantage for one or more vendors over other vendors. Conviction for the Commission of any fraud or act of collusion in connection with any sale, bid, quotation, proposal or other act incident to doing business with Palm Beach County may result in permanent debarment.
- No premiums, rebates or gratuities are permitted; either with, prior to or after any delivery of material or provision of services. Any such violation may result in award cancellation, return of materials, discontinuation of services, and removal from the vendor bid list(s), and / or debarment or suspension from doing business with Palm Beach County.
- g. **CONFLICT OF INTEREST:** Vendors shall disclose with their offer the name of any officer, director, or agent who is also an employee or a relative of an employee of Palm Beach County.

Further, all vendors shall disclose the name of any County employee or relative of a County employee who owns, directly or indirectly, an interest of ten percent or more in the vendor's firm or any of its branches.

- h. **SUCCESSORS AND ASSIGNS:** The County and the vendor each binds itself and its successors and assigns to the other party in respect to all provisions of this Contract. Neither the County nor the vendor shall assign, sublet, convey or transfer its interest in this Contract without the prior written consent of the other.
- i. **INDEMNIFICATION:** Regardless of the coverage provided by any insurance, the vendor shall indemnify, save harmless and defend the County, its agents, servants, or employees from and against any and all claims, liability, losses and / or causes of action which may arise from any negligent act or omission of the vendor, its subcontractors, agents, servants or employees during the course of performing services or caused by the goods provided pursuant to these bid documents and / or resultant contract.
- j. **PUBLIC RECORDS, ACCESS AND AUDITS:** Any material submitted in response to this solicitation is considered a public document in accordance with Section 119.07, F.S. This includes material which the responding vendor might consider to be confidential. All submitted information that the responding vendor believes to be confidential and exempt from disclosure (i.e., a trade secret, etc) must be specifically identified as such. Upon receipt of a public records request for information the vendor has designated as a trade secret or as otherwise exempt from Section 119.07, F.S., a determination will be made whether the identified information is, in fact, confidential.

The vendor shall maintain records related to all charges, expenses, and costs incurred in estimating and performing the work for at least three (3) years after completion or termination of this Contract. The COUNTY shall have access to such records as required in this Section for the purpose of inspection or audit during normal business hours, at the vendor's place of business.

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

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

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

- k. **INCORPORATION, PRECEDENCE, JURISDICTION:** This solicitation shall be included and incorporated in the final award. The order of contractual precedence shall be the solicitation document (original terms and conditions), response form, and purchase order or term contract order. Any and all legal action necessary to enforce the award or the resultant contract shall be held in Palm Beach County and the contractual obligations shall be interpreted according to the laws of Florida.
- l. **LEGAL EXPENSES:** The County shall not be liable to a vendor for any legal fees, court costs, or other legal expenses arising from the interpretation or enforcement of this contract, or from

any other matter generated by or relating to this contract.

- m. **NO THIRD PARTY BENEFICIARIES:** No provision of the resulting Contract is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to the resulting Contract, including but not limited to any citizen or employees of the County and/or vendor.

3. SUBMISSION OF RESPONSE

- a. **SUBMISSION OF RESPONSES:** Response must be submitted on the provided Emergency "RESPONSE" Form. Responses on vendor letterhead / quotation forms shall not be accepted. Responses must be signed by an agent of the company having authority to bind the company or firm. **FAILURE TO SIGN THE RESPONSE FORM AT THE INDICATED PLACES SHALL BE CAUSE FOR REJECTION OF THE RESPONSE.** Responses are to be submitted to the Palm Beach County Purchasing Department no later than the time indicated on the solicitation preamble, and must be submitted in a sealed envelope or container bearing the emergency contract number for proper handling.
- b. **CERTIFICATIONS, LICENSES AND PERMITS:** Unless otherwise directed in sub-paragraph d. (Local Preference) or the Special Conditions of this bid, vendor should include with its bid a copy of all applicable Certificates of Competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board in the name of the vendor shown on the bid response page. It shall also be the responsibility of the vendor to maintain a current Local Business Tax Receipt (Occupational License) for Palm Beach County and all permits required to complete this contractual service at no additional cost to Palm Beach County. A Palm Beach County Local Business Tax Receipt (Occupational License) is required unless specifically exempted by law. In lieu of a Palm Beach County Local Business Tax Receipt (Occupational License), the vendor should include the current Local Business Tax Receipt (Occupational License) issued to the vendor in the response. It is the responsibility of the vendor to ensure that all required certifications, licenses and permits are maintained in force and current throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.
- c. **NON-EXCLUSIVE:** The County reserves the right to acquire some or all of these goods and services through a State of Florida contract under the provisions of Section 287.042, Florida Statutes, provided the State of Florida contract offers a lower price for the same goods and services. This reservation applies both to the initial award of this solicitation and to acquisition after a term contract may be awarded. Additionally, Palm Beach County reserves the right to award other contracts for goods and services falling within the scope of this solicitation and resultant contract when the specifications differ from this solicitation or resultant contract, or for goods and services specified in this solicitation when the scope substantially differs from this solicitation or resultant contract.
- d. **PERFORMANCE DURING EMERGENCY:** By submitting a response, vendor agrees and promises that, during and after a public emergency, disaster, hurricane, flood, or acts of God, Palm Beach County shall be given "first priority" for all goods and services under this contract. Vendor agrees to provide all goods and services to Palm Beach County during and after the emergency at the terms, conditions, and prices as provided in this solicitation on a "first priority" basis. Vendor shall furnish a 24-hour phone number to the County in the event of such an emergency. Failure to provide the stated priority during and after an emergency shall constitute breach of contract and make the vendor subject to sanctions from doing further business with the County.
- e. **VENDOR NON-DISCRIMINATION POLICY:** The vendor shall perform the following and shall use the attached form "Non-Discrimination Policy" in order to do the same:

1. Submit to Palm Beach County a copy of its non-discrimination policy, which shall be consistent with the non-discrimination policy of Palm Beach County as set forth in Section 2.b. hereinabove; OR
2. In the event that the vendor **does not** have a written non-discrimination policy or one that conforms to Palm Beach County's policy, the vendor shall sign and submit to Palm Beach County a statement affirming that it will conform to Palm Beach County's non-discrimination policy as provided in Palm Beach County Resolution R-2014-1421, as may be amended.

The vendor shall satisfy the requirements set forth in this Section 3.n. prior to execution of a contract with Palm Beach County and within a time frame specified by Palm Beach County (normally within 2 working days of request). The vendor's failure to satisfy the requirements set forth in this Section 3.n. shall render its response non responsive. It is the responsibility of the vendor to maintain a written or non-written non-discrimination policy that conforms with the County's policy as set forth in Section 2.b. hereinabove throughout the term of the contract. Failure to meet this requirement shall be considered default of contract.

4. CONTRACT ADMINISTRATION

- a. **DELIVERY AND ACCEPTANCE:** Deliveries of all items shall be made as soon as possible. Deliveries resulting from this bid are to be made during the normal working hours of the County. Time is of the essence and delivery dates must be met. Should the vendor fail to deliver on or before the stated dates, the County reserves the right to CANCEL the order or contract and make the purchase elsewhere. The vendor shall be responsible for making any and all claims against carriers for missing or damaged items.

Delivered items shall not be considered "accepted" until an authorized agent for Palm Beach County has, by inspection or test of such items, determined that they appear to fully comply with specifications. The Board of County Commissioners may return, at the expense of the vendor and for full credit, any item(s) received which fail to meet the County's specifications or performance standards.

- b. **FEDERAL AND STATE TAX:** Palm Beach County is exempt from Federal and State taxes. The authorized agent for Purchasing shall provide an exemption certificate to the vendor, upon request. Vendors are not exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor are vendors authorized to use the County's Tax Exemption Number in securing such materials.
- c. **PAYMENT:** Payment shall be made by the County after commodities / services have been received, accepted and properly invoiced as indicated in the contract and / or order. Invoices must bear the order number. The Florida Prompt Payment Act is applicable to this solicitation.

Note: Palm Beach County Vendors can now be paid by Credit Card via the County's voluntary Payment Manager Program. For vendors who don't have a merchant account, one is needed to utilize the Program. For vendors with a merchant account, you will need to enroll with the Palm Beach County Clerk & Comptroller's office. For information, contact the Palm Beach County Clerk & Comptroller at pbcpaymentmgr@mvpalmbeachclerk.com or 561-355-3295.

- d. **CHANGES:** The Director of Purchasing, Palm Beach County, by written notification to the vendor may make minor changes to the contract terms. Minor changes are defined as modifications which do not significantly alter the scope, nature, or price of the specified goods or services. Typical minor changes include, but are not limited to, place of delivery, method of shipment, minor revisions to customized work specifications, and administration of the contract. The vendor shall not amend any provision of the contract without written notification to the Director of Purchasing, and written acceptance from the Director of Purchasing or the Board of County Commissioners.

- e. **DEFAULT:** The County may, by written notice of default to the vendor, terminate the contract in whole or in part if the vendor fails to satisfactorily perform any provisions of this solicitation or resultant contract, or fails to make progress so as to endanger performance under the terms and conditions of this solicitation or resultant contract, or provides repeated non-performance, or does not remedy such failure within a period of 10 days (or such period as the Director of Purchasing may authorize in writing) after receipt of notice from the Director of Purchasing specifying such failure. In the event the County terminates this contract in whole or in part because of default of the vendor, the County may procure goods and / or services similar to those terminated, and the vendor shall be liable for any excess costs incurred due to this action.

If it is determined that the vendor was not in default or that the default was excusable (e.g., failure due to causes beyond the control of, or without the fault or negligence of, the vendor), the rights and obligations of the parties shall be those provided in Section 5f, "Termination for Convenience".

- f. **TERMINATION FOR CONVENIENCE:** The Director of Purchasing may, whenever the interests of the County so require, terminate the contract, in whole or in part, for the convenience of the County. The Director of Purchasing shall give five (5) days prior written notice of termination to the vendor, specifying the portions of the contract to be terminated and when the termination is to become effective. If only portions of the contract are terminated, the vendor has the right to withdraw, without adverse action, from the entire contract.

Unless directed differently in the notice of termination, the vendor shall incur no further obligations in connection with the terminated work, and shall stop work to the extent specified and on the date given in the notice of termination. Additionally, unless directed differently, the vendor shall terminate outstanding orders and / or subcontracts related to the terminated work.

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

THIS IS THE END OF "GENERAL CONDITIONS"

**SPECIAL CONDITIONS
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

7. GENERAL /SPECIAL CONDITION PRECEDENCE

In the event of conflict between General Conditions and Special Conditions, the provisions of the Special Conditions shall have precedence.

8. POST AWARD MEETING

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

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

9. QUALIFICATION OF VENDOR

This contract shall be awarded only to a responsive and responsible vendor, qualified to provide the goods and/or service specified. The vendor shall, upon request, promptly furnish the County sufficient evidence in order to confirm a satisfactory performance record. Such information may include an adequate financial statement of resources, the ability to comply with required or proposed delivery or performance schedule, a satisfactory record of integrity and business ethics, the necessary organization, experience, accounting and operation controls, and technical skills, and be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The vendor shall submit the following information with their contract response. However, if not included, it shall be the responsibility of the vendor to submit all evidence, as solicited, within a time frame specified by the County (normally within two working days of request). Failure of a vendor to provide the required information within the specified time frame is considered sufficient cause for rejection of this contract. **Information submitted with a previous bid shall not satisfy this provision.**

- A. Vendor shall provide written evidence which indicates the number of years in the security business, names of principals, and general capabilities of the firm. This qualification requires that the vendor provide written evidence that the vendor has been in the security business a minimum of five (5) years within the past eight (8) years.
 1. Vendor shall submit with this contract, written evidence which indicates the number of years in the security business, names of principals and general capabilities of the firm to support this qualification.
- B. List a minimum of three (3) references in which similar services have been provided and include the scope of work, contact names, addresses, telephone numbers, total dollar amount of contract, and date and length of service. A contact person shall be someone who has personal knowledge of the vendor's performance for the specific requirement listed. Contact person must have been informed that they are being used as a reference and that the County will be calling them. **DO NOT** list persons who are unable to answer specific questions regarding the requirement. Palm Beach County cannot be listed as a reference.
 1. Vendor shall submit with this contract, the completed reference sheet supplied in the contract packet to support this qualification.
- C. Vendor must provide written evidence (copies of current licenses/certifications) that show that the firm (vendor) or a principal in the firm be licensed to contract the scope of work in Palm Beach County with the following:
 1. Class "B" Security Agency, or Class "BB" Security Agency Branch Office License, issued by the State of Florida, Division of Licensing.
 - a. Vendor shall submit with this contract, a copy of license(s) to support this qualification.

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

SECURITY AND ACCESS at Palm Beach International Airport (PBI). All individuals working at the airport must pass a Criminal History Records Check (CHRC). All on-site personnel will require unescorted access authority onto the PBI Security Identification Display Area (SIDA), Sterile Area and the Air Operations Area (AOA), will be required to submit to a finger-print based Criminal History Records Check that does not disclose that the individual has a disqualifying criminal offense, as listed in 49 CRF 1542.209. When determining if an individual will be granted unescorted access to the AOA, the Department of Airports Security Office will apply the policies and procedures set forth in 1542.209. An individual has a disqualifying criminal offense if the individual has been convicted, or found not guilty by reason of insanity, of any of the disqualifying crimes listed in 1542.209 in any jurisdiction during the ten (10) years before the date of the individual's application for unescorted access authority. Fingerprinting at PBI is conducted electronically by the Airport Security Office, and submitted to the FBI after being reviewed by the designated authorized clearinghouse.

The fees are as follows: Criminal history check and fingerprinting - \$40.00 (check or money order only). Annual badge fee - \$15.00. Lost badge replacement - \$100.00. Non-Returned badges fee \$100.00. The vendor shall be responsible for these fees. In addition, all badges must be returned to the Department of Airports, Security Office upon termination of services or removal of any employees due to security violations. The Transportation Security Administration will take legal enforcement against persons (employees/employer) making any fraudulent or intentional false statements or entry on any security program, record application, report, access, or identification media, or any other document that is kept, made or used to show compliance. This applies to all *person* meaning an individual, firm partnership, corporation, company, association, joint-stock association, or governmental entity.

SECURITY AND IDENTIFICATION:

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

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

Each employee of the vendor engaged in furnishing services hereunder shall be subject to a criminal history records check and/or Security Threat Assessment as required by TSA. The vendor shall pay the then current fee established by Airports for each employee, for fingerprinting and processing. Each employee of the vendor performing services on-site shall also attend the required Security Identification Display Area (SIDA) training and comply with all applicable security rules and regulations.

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

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

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

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

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

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

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

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

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

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

This contract includes sites and/or buildings which have been designated as "critical facilities" pursuant to Ordinance 2003-030 and Resolution R-2003-1274, as may be amended. Therefore, prior to the award of any contract, the recommended awardee(s) must comply with all the requirements of this solicitation, i.e. Criminal History Records Check Ordinance. County staff representing the user Department will contact the recommended awardee(s) and provide additional instructions for meeting the requirements of this Ordinance. A contract shall not be awarded unless the recommended awardee meets the requirements established by the Electronic Services and Security Division of the Facilities Development and Operations Department.

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

12. AWARD (ALL OR NONE)

Palm Beach County shall enter into this contract with the responsive, responsible vendor on an all-or-none, total offer basis. Therefore, it is necessary for a vendor to except every item in order to have the contract considered. It is also required that the vendor carefully considers each item, and make sure that each one meets the specifications as indicated. In the event that one item does not meet such specifications the entire contract will be considered non-responsive.

13. METHOD OF ORDERING (TERM CONTRACT)

A contract shall be issued for a term of twelve (12) months or until the estimated amount is expended, at the discretion of the County. The County will order on an "as needed" basis.

14. RESPONSE TIME

Within two (2) hours of a post being vacated due to absenteeism, or for a Uniformed Security Guard being relieved of his post or for any other reason, vendor is required to re-fill the post with a qualified individual.

15. INSURANCE REQUIREMENTS

A. SECURITY GUARD COMMERCIAL GENERAL LIABILITY/PROFESSIONAL (E&O) LIABILITY

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

Security Guard Commercial General Liability shall have a minimum limit of **\$1,000,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include, but not limited to, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability, and Broad Form Property Damage.

Security Guard Professional E&O Liability shall have a minimum limit of **\$1,000,000** per occurrence combined single limit. The coverage shall include, but not be limited to, Personal Injury, Assault & Battery, False Arrest, & Firearms. A self-insured retention shall not be greater than \$10,000, unless approved by the County's Risk Management Department. When written on a "Claims-Made" basis, the vendor shall agree to purchase and pay for any Supplemental Extended Reporting Period offered for a time limit not less than three (3) years. A combination primary and excess layered program may satisfy the limit requirement.

B. BUSINESS AUTO LIABILITY

Vendor shall maintain Business Auto Liability with minimum limits of **\$500,000** per occurrence combined single limit for bodily injury and property damage liability. Coverage shall include all Owned Autos, Hired-Auto, and Non-Owned Auto Liability coverage under a separate policy or endorsed to the Security Guard Commercial General Liability.

C. WORKER'S COMPENSATION & EMPLOYERS LIABILITY

Vendor shall maintain Worker's Compensation & Employers Liability applying to **ALL** employees for Statutory Limits in compliance with Florida Statute 440.02 and applicable federal laws. Coverage must include Employers Liability with minimum limits of \$100,000 Each Accident, \$500,000 Disease-Policy Limit, and \$100,000 Disease-Each Employee. A Certificate of Exemption from the Worker's Compensation Law shall not satisfy this requirement unless submitted for review and approval by the County's Risk Management Department.

D. ADDITIONAL INSURED CLAUSE

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

E. OTHER INSURANCE CONDITIONS

Required insurance may be subject to the review and acceptance by County as to types of coverage, forms, and acceptability of the insurers, who shall be authorized and licensed to do business under the insurance laws of the State of Florida.

The requirements contained herein as to types and limits, as well as County's approval of insurance coverage to be maintained by vendor are not intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by vendor under the agreement.

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

Vendor shall agree to deliver to County certificates of insurance, evidencing that such policies are in full force and effect prior to the ratification of this agreement. Furthermore, said certificates of insurance shall provide thirty (30) days written notice to County prior to any adverse change, cancellation, or non-renewal of coverage there under.

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

16. PAYROLL RECORDS

Vendor shall make available upon request all payroll records which pertain to employees assigned to a County facility under this contract when required to reconcile billing.

17. RECORDS AND AUDITS

The vendor shall keep orderly and complete records of its accounts and operations and shall keep open these records to inspection by County personnel at reasonable hours during the entire term of this contract, plus three (3) years after the ending date of this contract. If any litigation, claim or audit is commenced prior to the expiration of the three (3) year period and extends beyond this period, the records shall be maintained until all litigation, claim or audit findings involving the records have been resolved. Any person duly authorized by the County shall have full access to and the right to examine any of the said records during said period, and the County shall bear the costs of all audits.

**SPECIFICATIONS
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

1. PURPOSE AND INTENT

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

Services shall be in accordance with all terms, conditions and specifications listed herein. Additionally, services shall be completed in a professional manner and at the highest and most effective level of security services.

2. WORK HOURS AND LOCATIONS

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

3. START DATE

The start date for the vendor is October 28th, 2015.

4. GENERAL REQUIREMENTS

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

- A. Uniformed Security Guards, with the exception of the airport-based Uniformed Security Guard B level, may be located anywhere within Palm Beach County.
- B. The vendor shall at all times provide and maintain adequate numbers of properly trained personnel and an adequate supply of all necessary supplies and equipment in order to be able to fully and timely perform its obligations under this contract.
- C. Within two (2) hours of a post being vacated due to absenteeism, or for a Uniform Security Guard being relieved of his post or for any other reason, vendor is required to re-fill the post with a qualified individual. The vendor cannot allow previous post person to leave post until a relief person arrives.
- D. No Uniformed Security Guard assigned under this contract shall work more than twelve (12) continuous hours on a shift, unless approved by the County or on an as-needed basis for hold-overs.
- E. Uniformed Security Guards shall report for duty at the designated starting time, and shall not leave their assigned post until properly relieved by the relief Uniformed Security Guard or at the designated end of the shift if no relief Uniformed Security Guard is assigned.
- F. The vendor shall be responsible for preparing all work schedules in accordance with County site requirements and assuring that each posted shift is manned as required. Work schedules are to be submitted to the Contract Administrator in Microsoft Excel format on the 1st of each month for the following month and all work schedules must be approved by the Contract Administrator prior to being initiated.
- G. The vendor's representative shall schedule and hold regular monthly meetings with the Contract Administrator or County Representative to ensure that all services are satisfactory and meet the User Agency's requirements.
- H. If the Contract Administrator or County Representative requests a special meeting with the vendor's management to discuss the service or problems which have occurred, the vendor shall be responsive and have a representative meet with the user agency within twenty-four (24) hours (or at another time set by the User Agency).

- I. At the Contract Administrator's request, the Uniformed Security Guard(s) may be required to punch a time card utilizing a time clock and cards provided by the County. In these situations, the billing is to be reconciled utilizing the Time card(s). Any missed punches must be initialed by the Contract Administrator. Vendor will only bill the County for actual hours worked performing security work authorized under this contract.
- J. Whenever the vendor receives a new request to supply personnel under this contract, a member of the vendor's management shall set up a meeting with the Contract Administrator or designee to define requirements for the post and exchange contact information.
- K. The vendor shall be responsible for all damage to the facilities, work areas and County equipment that is caused in any way by the vendor, its officers, employees, agents, subcontractors, vendors, suppliers or invitees. In the event of any such damage, the County may repair such damage and/or replace any such equipment and the vendor shall reimburse the County for all expenses incurred by the County in doing so. The vendor shall reimburse the County for such expenses within fifteen (15) days after receipt of an invoice from the County. The County will provide County equipment as outlined in the approved Post Orders. This may include, but not limited to:
 1. Communications, either by radio or telephone.
 2. Weatherized golf cart, which shall be provided and maintained by the County.
- L. Uniformed Security Guards are prohibited from using any County owned or leased equipment such as copy machines, computers, fax machines, coffee makers, etc., without the express, written approval of the authorized County representative.
- M. All Post Orders shall be developed by the County and shall be site specific. Within one (1) week from bid award, the Post Orders shall be provided to the vendor for review and discussion regarding implementation. The vendor shall perform in accordance with the site-specific Post Orders established by the Contract Administrator. The County, at any time during the term of this contract, may make changes to Post Orders as it deems necessary. The County shall notify the vendor of such changes.
 1. The vendor shall provide written documentation for each staff person assigned to a post which shows the staff person has been trained on the proper operation and care of all equipment the staff member is required to use or operate while working at the post. The documentation shall include the staff member's name, the equipment on which the staff member was trained and the date of the training.
 2. Uniformed Security Guards shall be familiar with the physical makeup of the assigned facility and shall perform the duties as described in the Post Orders.
 3. Any/all vendor's personnel shall follow instructions and/or lawful orders given by the County.
 4. Under exigent circumstances, it may be necessary for the Contract Administrator to supply the vendor with changes to the Uniformed Security Guards' Post Orders as necessitated by the circumstances; the changes shall be within the scope of the contract.
 5. Uniformed Security Guards shall be responsive to the special requirements of County sites or activities conducted at County sites as outlined by Palm Beach County personnel. The special requirements will be addressed in the Uniformed Security Guards' Post Orders by the vendor and be within the scope of contract.
- N. No Uniformed Security Guard is to be assigned to any post without site-specific training by a qualified representative of the vendor who is familiar with the required duties of the site. Within one (1) week of assignment of new personnel, the vendor's account manager or supervisor shall meet with the Uniformed Security Guard to certify that s/he is thoroughly familiar with the Post Orders and required duties. Documentation shall be provided to the Contract Administrator certifying completion of this requirement.
- O. The County shall perform fingerprint-based criminal history record checks for all Uniformed Security Guards employed under this contract, before he/she is allowed unescorted access to critical County facilities. This requirement is in addition to any requirements of the vendor and will be done at the cost of the County, except as specified herein for Lot #1.
 1. This records check shall be performed at County expense, with the exception of the airport-based Uniformed Security Guard B category, as specified herein for Lot #1.
 2. Once the records check is complete, the Uniformed Security Guard will be issued an ID card.
 3. The vendor should allow a minimum of one (1) week for this process before assigning any Uniformed Security Guard to work without an approved escort.

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

- P. If any Uniformed Security Guard assigned to any post under this contract is arrested for any reason during the term of this contract, the vendor shall, upon becoming aware of such arrest, remove said Uniformed Security Guard from the facility immediately, while awaiting case disposition.
- Q. Any Uniformed Security Guard or Site/Field Supervisor that the County considers to be unsatisfactory shall be replaced at the County's discretion. Any vendor's employee requested removed by the County shall not be returned to duty at any County facility without prior written consent from the County.
- R. If vendor provides vacation or holiday time to its employees:
 - 1. Qualified substitute employees shall be provided to perform the services during all such vacation or holiday periods.
 - 2. Substitute personnel shall meet any/all training specifications, and the vendor shall furnish such documentation upon request.
 - 3. The County shall pay the normal contracted hourly rate.
- S. The vendor represents that it is fully experienced and properly qualified to perform the class of services required by this contract and that is properly licensed, organized and financed to perform such work.
- T. The vendor shall act as an independent contractor and not as the agent of the County in performing the contract duties and maintaining complete control over its employees and all of its subcontractors.
- U. The vendor shall use its best efforts to coordinate its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of any tenants or occupants of the premises, or be offensive to others at any facility.
- V. The County shall not be responsible for any travel expenses or parking fees of the vendor unless specifically provided in the contract. The vendor's Uniformed Security Guards shall park in the parking area provided for County employees at each user agency.
- W. Uniformed Security Guards shall remain alert at all times while on duty. **Sleeping while on duty is absolutely prohibited.** Any Uniformed Security Guard found sleeping on duty is to be removed and not assigned to another County facility.
- X. Uniformed Security Guards shall take action, as required, for each situation encountered and report immediately or next business day to the appropriate User Agency contact person.
- Y. Uniformed Security Guards shall be required to log all after-hours persons into/out of the assigned facility. Proof of identification shall be required for persons entering after-hours. Uniformed Security Guards shall be required to check badges to determine if vendors or contractors are permitted to have unescorted access to certain critical County facilities.
- Z. Uniformed Security Guards are not permitted to watch television while on duty at any County facility.
- AA. Uniformed Security Guards are not permitted to smoke cigarettes within fifty feet (50') of any entrance door or air intake into the building and within designated smoking areas.
- BB. Uniformed Security Guards shall not solicit or accept gratuities for any reason whatsoever from employees, tenants, citizens or other persons using the premises.
- CC. No Uniformed Security Guard assigned under this contract shall work with less than eight (8) hours rest period between shifts, inclusive of any shift(s) worked at any other location not covered by this contract.
- DD. Uniformed Security Guards shall perform crowd control measures as required.
- EE. Uniformed Security Guards are prohibited from engaging in any illegal activities on Palm Beach County property.

- FF. Uniformed Security Guards shall not have unauthorized visitors.
- GG. Uniformed Security Guards shall be responsible for ensuring that all articles found by them are turned into the County or it's agent in charge of such articles.
- HH. Uniformed Security Guards shall perform other appropriate duties as outlined in the scope of this contract.

5. COUNTY'S RESPONSIBILITIES

The County shall:

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

6. SEARCHES

The vendor hereby consents to, and agrees to cooperate with searches and/or inspections of its employees, its employees' handbags at any time at a County facility, as well as of its employees' lockers for any reason by the Contract Administrator or County Representative. The vendor hereby represents to the County that it will require its employees to consent to the above searches as part of the employment contract with each and every employee assigned to a County facility and make such consent a part of the employee file.

7. UNIFORMS

Uniformed Security Guards assigned under this contract shall wear a uniform approved by the Contract Administrator at all times while on duty.

- A. Uniforms shall:
 - 1. Identify the employing security service by name.
 - 2. Bear the word "security" in a visibly evident location(s).
 - 3. Be readily distinguishable from the uniforms of public police/PBSO.
 - 4. Uniforms and patches may be customized for County/Court, but the customization must be mutually agreed upon prior to use.
 - 5. All costs associated with customized uniforms shall be borne by the vendor.

- B. Uniformed Security Guards who are found to be wearing unauthorized uniforms, unkempt uniforms, or who exhibit a poor appearance, as determined by the Contract Administrator, shall be replaced in one (1) day by the vendor.
- C. All Uniformed Security Guards shall have and wear photo identification badges with full name at all times.

8. COMPLIANCE WITH RULES AND REGULATIONS

- A. The vendor shall perform its obligations and functions hereunder in compliance with the applicable laws of the United States, the State of Florida, Palm Beach County, and the applicable regulations of the County and any applicable rules, regulations or directives of any agency thereof. The County shall have the right (but not the obligation) to contest or challenge by any means whatsoever any law, regulation, rule or directive which in any way affects or otherwise impacts upon the vendor's performance of its obligations and functions hereunder. The vendor shall cooperate to the fullest extent and take whatever action (including becoming a party in any litigation) the County should reasonably request in connection with such challenge or contest by the County.
- B. The vendor shall keep current, at no cost to the County, all licenses and permits, whether Municipal, County, State or Federal, required for the performance of its obligations and functions hereunder and shall pay promptly when due all such fees.
- C. The vendor shall not do or keep anything at any County facility which will in any way conflict with any law, ordinance, rule or regulation which may now or hereafter be enacted or promulgated by any governing public authority or create a safety hazard at any County facility, or create a nuisance, or in any way obstruct or interfere with the rights of other users of any County facility, except as reasonably required in the performance of its obligation and functions hereunder; or commit or suffer to be committed any waste upon any County facility or use or allow any County facility to be used for any improper, immoral, unlawful or objectionable purposes. Any violation of the provisions in this paragraph will be deemed by the County to be a violation under this contract and shall entitle the County to all remedies for violations/penalties created herein or provided by law.

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

9. POST ASSIGNMENTS

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

10. MINIMUM PRE-EMPLOYMENT REQUIREMENTS

The vendor shall be capable of conducting comprehensive pre-employment checks of each person to be employed under this contract. The pre-employment check shall include, but not be limited to, the following:

- A. Qualifications of position;
- B. A social security check;
- C. A driver's license check;
- D. Verifiable work history as for the applicable position;
- E. Employment background check as required by Section 40 for the applicable position;
- F. Fingerprint based criminal history records check of FCIC/NCIC data bases as reported as of the date of the request and reflecting no disqualifying offenses pursuant to Ordinance 2003-030 and Resolution R-2003-1274;
- G. A completed job application which includes questions concerning whether he or she has ever been convicted of a crime, including details concerning the type of crime, the date of conviction and the penalty imposed, and whether the prospective employee has ever been a defendant in a civil action for intentional tort, including the nature of the intentional tort and the disposition of the action; and
- H. Interviewing the prospective employee.

11. MINIMUM JOB REQUIREMENTS

The vendor shall provide appropriately equipped and trained personnel who meet or exceed the minimum requirements for each service type. The vendor shall have available qualified, experienced, tested and well-trained competent reliable staff to fulfill the duties set forth in this scope of services. The vendor is responsible to keep all documentation that demonstrates their ability to meet the minimum requirements in each employees personnel file.

A. General Requirements

The following minimum requirements shall apply to all Uniformed Security Guards. Additional specific qualifications for Uniformed Security Guards A, B, C and Site/Field Supervisor will be listed later in this document.

1. The vendor shall provide proof that all security personnel performing services under this contract hold the State of Florida Class "D" Security Officer License and, when applicable, hold the State of Florida Class "G" Firearm License.
2. Education: Uniformed Security Guards shall possess, at a minimum, a high school diploma or it's recognized equivalent certification.
3. Citizenship: Uniformed Security Guards shall be a citizen of the United States or possess the necessary authorization from the INS, pursuant to the Immigration Reform and Control Act of 1968 and regulations thereto.
4. Read, speak and write English: Uniformed Security Guards shall be fluent in reading English to complete post duties and read English-language identification badges, credentials and labels on bottles, cans, and packages. Uniformed Security Guards shall be fluent in English and beagle to sufficiently understand English and to be able to sufficiently answer questions and give comprehensive directions in English.
5. Age Requirement: Uniformed Security Guards shall be twenty-one (21) years of age or older.
6. Uniformed Security Guards shall deal with the public in a professional and ethical manner.
7. Uniformed Security Guards shall communicate effectively, both verbally and in writing.
8. Uniformed Security Guards shall write reports, protect evidence and conduct themselves appropriately.
9. Uniformed Security Guards shall detect and prevent thefts and vandalism.
10. Uniformed Security Guards shall react and take appropriate measures in the event of fire, theft, vandalism or any other unusual situations, and contact the local law enforcement agency as required.
11. Uniformed Security Guards shall respond to threats (e.g., bomb threats or other weapons) through established procedures.

B. Physical Examination

Each Uniformed Security Guard shall be given a physical examination by a qualified physician, medical center, or hospital, to determine suitability for hire prior to assignment. The vendor shall pay for the cost of this physical examination. A physician's sign off that these conditions are met must be made available prior to assignment and a physical re-evaluation is required with each contract renewal. All personnel shall meet the following physical requirements:

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

4. Vision: Uniformed Security Guards shall be able to distinguish color differences and have ability to distinguish color used in visual displays or badges, specifically red, green, blue and yellow; Uniformed Security Guards shall possess binocular vision correctable to 20/30 (Snellen).
5. Hearing: Uniformed Security Guards shall be capable of hearing ordinary conversation at fifteen (15) feet with either ear without benefit of a hearing aid; Uniformed Security Guards shall be able to hear and respond to spoken voice, audible alarms, and telephone calls in an operational setting.
6. Strength requirements: Uniformed Security Guards shall be able to lift repetitively up to forty (40) lbs. for long periods of time while standing.
7. Physical Condition: Uniformed Security Guards are to be in good physical condition as to be able to stand unassisted for a minimum of two (2) hours consecutively; Uniformed Security Guards shall be able to sit, stand, lift, and/or bend throughout a shift. Positions shall not be filled with "light duty" personnel.
8. Alertness: Uniformed Security Guards shall have the ability to remain alert throughout the duration of a shift.
9. Uniformed Security Guards shall have no communicable diseases.

12. REQUIRED BACKGROUND INVESTIGATION

A. The vendor shall perform the following as a minimum background investigation for all Uniformed Security Guards:

1. Require seven (7) years prior employment verification;
2. Requires a "face to face" neighborhood check by an investigator licensed by the State of Florida whether employed or as a subcontractor to the vendor;
3. Criminal records check (prior to assignment) FCIC, PALMS, NCIC;
4. Drug test;
5. Pre-employment personality assessment test;
6. Credit check; and
7. Five (5) character references plus two (2) developed by investigator.

B. The vendor shall submit proof of completion of all background checks (including fingerprinting), as required by the County prior to assignment of post.

1. The submittal for each employee shall be on the form "Palm Beach County Facility Pre-Assignment Checklist" which shall be provided to the vendor after award.
2. The form shall be completed and signed by an authorized employee of the vendor with a copy retained in each employee file.

13. ADDITIONAL REQUIREMENTS FOR EACH UNIFORMED SECURITY GUARD LEVEL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SITE / FIELD SUPERVISOR

A Site/Field Supervisor is required to be onsite and supervise the overall day to day operations and be the primary contact person responsible for all record keeping, training, integrity testing and all required correspondence and meeting participation with the Contract Administrator.

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

Site/Field Supervisor shall meet the following criteria:

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

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

Each Site/Field Supervisor shall travel between all locations listed in the Post Assignment section of this document.

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

14. CONTRACT PERFORMANCE REQUIREMENTS

A. Communication:

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

B. Record Keeping:

The vendor is required to keep accurate, legible record keeping methods and shall submit as per the requirements listed below. All record keeping methods, reporting structure and spreadsheets are to be approved by the Contract Administrator. Type and frequency of reports could be altered, added or deleted at any time by the Contract Administrator during the term of the contract. Submission of all reports is to be done via email and in electronic format. The following minimum reports are required by the vendor:

1. Monthly incident logs - submitted monthly in Excel form approved by the Contract Administrator;
2. Incident reports – To be submitted to Contract Administrator by end of day on which incident occurred in electronic format;
3. Quarterly staffing report showing post staffing levels at all facilities to be submitted the beginning of each quarter in Excel format;
4. Payroll is to be submitted weekly and is to be broken out into Facility and listed by post positions. If at any time, a billing is submitted that is over or under the standard posts approved by the County, it shall be submitted uniquely marked;
5. Invoices for payroll shall be submitted on the 15th day and the last day of the month. Any invoice for over or under the standard posts approved by the County shall be uniquely marked;
6. Monthly work schedules – submitted monthly in Excel form approved by the Contract Administrator;
7. Disciplinary log – submitted as each occurrence happens in Excel form to the Contract Administrator.

15. TRAINING REQUIREMENTS

The vendor shall be responsible to provide pre-employment and annual employee training for all Uniformed Security Guard Levels in addition to providing any as-needed training.

While video training tapes may be used as a supplemental aid in the training course, the sole use of tapes is not acceptable. Written training materials and follow-up tests shall be used. All training materials, including manuals, video tapes, and tests shall be presented for approval by the Contract Administrator prior to the commencement of the services to be provided under this contract.

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

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

A. PRE-EMPLOYMENT TRAINING

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

The County will not pay attendees for these training segments.

The training shall consist of the following:

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

B. ANNUAL EMPLOYEE TRAINING

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

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

Any training required by the State of Florida to obtain a Class D and Class G license can be used to meet part of this requirement for in-service training, so long as the vendor can provide supporting documentation. This training shall be completed annually, at the vendor's cost, and shall be completed before the expiration of the previous training completion date.

The training shall consist of the following:

1. General Training Requirement includes, but is not limited to:
 - a. All Uniformed Security Guard Levels are to receive refresher training for the roles of Uniformed Security Guard in County facilities, system operations, security duties and all general topic items identified in the pre-employment training requirement; and
 - b. Review of the Post Orders for each facility and post they are assigned to.
2. Site Specific Training Requirement includes, but is not limited to:
 - a. Review of all equipment, responsibilities and requirements processes and procedures for the facility and post they are assigned to;
 - b. Fire Alarm and Emergency Evacuation;
 - c. Bomb threats and bomb threat evacuation; and
 - d. Panic and Door Alarm Procedures where required.
3. In-Service Training Requirement includes, but is not limited to:
 - a. Review of Post Orders;
 - b. Training for First Aid and CPR/AED in accordance with a nationally recognized training program, similar to the programs provided by the American Heart Association; and
 - c. Sensitivity training.

All training material, including manuals, video tapes, and tests shall be presented for approval by the Contract Administrator prior to the training be conducted. This training shall be completed annually and shall be completed before the expiration of the previous training completion date. Each Uniformed Security Guard is to sign an acknowledgment form indicating the understanding of this training and a Certificate of Completion is to be provided at the completion of the training. During the training sessions, post coverage cannot be reduced.

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

The Airport shall:

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

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

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

17. FAILURE TO PERFORM

The County's primary concern is the provision of reliable, professional, quality service for the County facilities as identified herein. Full compliance with all contract terms and conditions are expected and required, if the County is to avoid the harm which could result from a lapse in security. The vendor shall perform all its obligations and functions under this contract in accordance with the requirements and standards contained herein and in a professional and a businesslike manner so that all County facilities are kept and maintained in a secure condition.

The County and the vendor agree that performance of the work contained in this solicitation is essential to the safety and welfare of the public and the government's system and facilities, and agree that the damages, which the County will suffer in the event that the vendor is not compliant with the terms of this solicitation, are impossible to ascertain precisely and therefore, represents the parties reasonable estimate of such damages. Therefore, the County and vendor agree that the rates set forth below for specific non-compliant actions by the vendor are a reasonable estimate of the amount of damages which the County will suffer as a result of the non compliance. County and vendor agree that these liquidated damages are intended to be assessed as damages and not as a penalty or forfeiture provision.

18. VIOLATIONS/DAMAGES

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

1. Any administrative violation will result in an assessment being charged for each occurrence.
 - a. Failure to meet minimum personnel specifications.
 - b. Failure to provide minimum staffing levels as determined by the County.
2. Any non-compliance with the specific training requirements for the specific post (i.e., failure to provide the forty (40) hour pre-assignment or six (6) hour annual training).
3. Any performance based violation(s) which may compromise the security of a County facility or likewise jeopardize the safety of its occupants or visitors such as:
 - a. Failure to perform assigned post security responsibilities;
 - b. Sleeping on duty, or assignment of a Uniformed Security Guard without the specified rest period;
 - c. Assignment of a Uniformed Security Guard previously requested be removed by the County;
 - d. Late for duty;
 - e. Abandoning post;
 - f. Inappropriate behavior;
 - g. Improper or dirty uniform;
 - h. Failure to write a required report;
 - i. Improper State License (expired);
 - j. Improper reading material on post (e.g., newspapers, magazines, novels, etc.);
 - k. Unauthorized visitors on post;
 - l. Posted opened or closed late;
 - m. Cell phone use while on duty;
 - n. Inadequate writing skills;
 - o. Inadequate training;
 - p. Lack of supervision;
 - q. Violations of Local, State, or Federal laws, Regulations or Ordinances;
 - r. Criminal records check not complete/or hired;
 - s. Vendor personnel with criminal record in violation of requirement;
 - t. Difficulty in speaking or understanding English, and/or being understood by others;
 - u. Failure to have current Post Orders on post;
 - v. Invoicing discrepancies or inaccuracies;
 - w. Contract section violation(s);
 - x. Failure to notify the County of an arrest of personnel within 16 working hours; and
 - y. False or misleading statement(s) by Contract personnel.

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

DEFINITIONS

- Contract holidays: New Year's Day, 4th of July, Thanksgiving Day, the day after Thanksgiving Day and Christmas Day.
- Contract holiday rate: Compensation shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked for any service performed on a COUNTY HOLIDAY.
- Contract Administrator or County representative: The person designated by the County to ensure all requirements of the Contract are met by the vendor. The County Contract Administrator is to be first point of contact between the vendor and the County. The County Contract Administrator's authority shall include, but not be limited to, the right to request copies of any contract required documentation, perform site inspections to ensure proper performance of services, and address any issues or concerns regarding the performance of the service or the performance of the vendor's staff.
- County Equipment: Equipment provided by the County for the use of the vendor in the performance of the required contractual services. The equipment may include but not limited to: handheld metal detectors, close circuit television systems, computer operated access control systems, computers, radios, paging systems, intercoms, golf carts and any other equipment as may be required or provided. The vendor is required to ensure staff is fully trained in the operation of any equipment provided by the County.
- Emergency: Emergency is defined as an unexpected situation or sudden occurrence involving the security services range of work and being of a serious nature that demands immediate action and response by the vendor.
- Emergency rate: Compensation for Emergency Work shall be paid at the rate of 1.5 times the awarded standard hourly rate for actual time worked.
- Emergency response time: Non-Routine Work ordered with less than FORTY EIGHT (48) hours notice before the time the work is required.
- Non-routine work response time: Shall start with no less than within **FORTY EIGHT (48)** hours from the time work is requested and be compensated at the "Standard Hourly Labor Rate".
- Standard hourly labor rate: Standard Hourly Labor Rate is defined as the rate provided on the bid response page. Standard Hourly rate shall commence upon arrival at site and terminate upon departure (actual time worked.) There shall be no additional compensation paid for mobilization, demobilization, travel or any other incidental expense. Standard Hourly Labor Rate is for work requested and completed Monday thru Friday and weekends, excluding the above noted County Holidays.

County User Agencies may contract for Uniformed Security Guards for locations throughout Palm Beach County. Therefore, the following list is only a guide of possible locations and possible hours for the purposes of this bid. Actual locations and number of hours may be different and may vary from time-to-time.

UNIFORMED SECURITY GUARD LEVEL	LOCATION	ESTIMATED HOURS PER WEEK
LOT #1 - PALM BEACH INTERNATIONAL AIRPORT		
B	PBIA – East Gate	280
Sub-Total for Uniformed Security Guard B		280
LOT #2- PALM BEACH COUNTY GENERAL GOVERNMENT		
A	Community Services – MLK Blvd	40
A	Community Service – Philip Lewis Center	336
A	Highridge Family Center	33
A	PBC Library – Summit	50
A	PBC Library – Boynton	44
A	PBC Library – South Bay	42
A	PBC Library – Pahokee	30
A	PBC Library – Okeechobee	20
A	PBC Library – Acreage	31
A	PBC Library – Belle Glade	42
A	John Prince Park	63
Sub-Total for Uniformed Security Guard A		731
C	Water Utilities (Armed)	240.5
Sub-Total for Uniformed Security Guard C		240.5
LOT#3 - PALM TRAN		
C	Palm Tran North (Armed)	249
C	Palm Tran South (Armed)	84
C	Palm Tran West (Armed)	100
C	Palm Tran Intermodal (Armed)	107.5
Sub-Total for Uniformed Security Guard C		540.5
LOT #4- (FOR ALL LOCATIONS AS SPECIFIED HEREIN)		
Site/Field Supervisor	For All Locations As Specified Herein	40
Sub-Total for Site/Field Supervisor		40
Total Hours Per Week For All Levels		1832

**PRICING
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

LOT #1 - PALM BEACH INTERNATIONAL AIRPORT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD B(AIRPORTS/TSA)	280 hrs.	\$ 16.20	\$ 4536.00
SUB-TOTAL OFFER LOT #1:				\$ 4536.00

LOT #2 - PALM BEACH COUNTY GENERAL GOVERNMENT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD A	731hrs.	\$ 15.44	\$ 11286.64
2.	UNIFORMED SECURITY GUARD C (ARMED)	240.5hrs.	\$ 16.90	\$ 4065.45
SUB-TOTAL OFFER LOT #2:				\$ 15352.09

LOT #3 - PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD C (ARMED)	540.5hrs.	\$ 16.90	\$ 9134.45
SUB-TOTAL OFFER LOT #3:				\$ 9134.45

FIRM NAME: _____

**PRICING
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

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

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	40 hrs.	\$ 17.58	\$ 703.20
SUB-TOTAL OFFER LOT #4				\$ 703.20
TOTAL OFFER LOTS #1 THROUGH #4				\$ 29725.74

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

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

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

*** PLEASE AFFIX SIGNATURE WHERE INDICATED
(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)**

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Conditions, Term #7, Business Information, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
* SIGNATURE: _____	PRINT NAME:	PRINT TITLE:
ADDRESS: _____		
CITY / STATE: _____		ZIP CODE: _____
TELEPHONE # ()	E-MAIL:	
TOLL FREE # ()	FAX #: ()	
APPLICABLE LICENSE(S) NUMBER # _____	TYPE: _____	
FEDERAL ID # _____		

**NON-DISCRIMINATION POLICY
EMERGENCY CONTRACT
#750721/MB**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All vendors doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, **prior** to entering into any contract with Palm Beach County. In the event a vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

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

OR

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

OR

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

NOTE:

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

Vendor shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Company Name

Signature

Name (type or print)

Title

REFERENCES
EMERGENCY CONTRACT
#750721/MB

CUSTOMER NAME:

(PLEASE PRINT OR TYPE)

ADDRESS:

(PLEASE PRINT OR TYPE)

PHONE NUMBER: ()

FAX NUMBER: ()

EMAIL:

CONTACT NAME:

(PLEASE PRINT OR TYPE)

SCOPE OF WORK:

(PLEASE PRINT OR TYPE)

START DATE:

END DATE:

CONTRACT VALUE:

CUSTOMER NAME:

(PLEASE PRINT OR TYPE)

ADDRESS:

(PLEASE PRINT OR TYPE)

PHONE NUMBER: ()

FAX NUMBER: ()

EMAIL:

CONTACT NAME:

(PLEASE PRINT OR TYPE)

SCOPE OF WORK:

(PLEASE PRINT OR TYPE)

START DATE:

END DATE:

CONTRACT VALUE:

**REFERENCES
EMERGENCY CONTRACT
750721/MB**

CUSTOMER NAME:

(PLEASE PRINT OR TYPE)

ADDRESS:

(PLEASE PRINT OR TYPE)

PHONE NUMBER: ()

FAX NUMBER: ()

EMAIL:

CONTACT NAME:

(PLEASE PRINT OR TYPE)

SCOPE OF WORK:

(PLEASE PRINT OR TYPE)

START DATE: _____

END DATE: _____

CONTRACT VALUE: _____

CUSTOMER NAME:

(PLEASE PRINT OR TYPE)

ADDRESS:

(PLEASE PRINT OR TYPE)

PHONE NUMBER: ()

FAX NUMBER: ()

EMAIL:

CONTACT NAME:

(PLEASE PRINT OR TYPE)

SCOPE OF WORK:

(PLEASE PRINT OR TYPE)

START DATE: _____

END DATE: _____

CONTRACT VALUE: _____

**DRUG-FREE WORKPLACE CERTIFICATION
EMERGENCY CONTRACT
#750721/MB**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087. provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by _____ the
(Individual's Name)

_____ of _____
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature

Date

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: _____
 NAME OF PRIME BIDDER: _____
 CONTACT PERSON: _____
 BID OPENING DATE: _____

PROJECT NO. OR BID NO.: _____
 ADDRESS: _____
 PHONE NO.: _____ FAX NO.: _____
 USER DEPARTMENT: _____

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE -M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
2.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
3.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
4.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
5.	<input type="checkbox"/>	<input type="checkbox"/>	_____	_____	_____	_____	_____
(Please use additional sheets if necessary)							
Total			_____	_____	_____	_____	_____

Total Bid Price \$ _____

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work _____

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

Signature

Title

Note:

1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
3. M/WBE information is being collected for tracking purposes only.

**OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR**

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: _____ PROJECT NAME: _____

TO: _____
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise _____ Minority Business Enterprise _____
Black _____ Hispanic _____ Women _____ Caucasian _____ Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage _____ / _____
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

(Print name of SBE-M/WBE Subcontractor)

By: _____
(Signature)

(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

Date: _____

**OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM**

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____ PROJECT#: _____

PROJECT NAME _____

PRIME CONTRACTOR NAME _____

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting Information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge _____
(Signature and Title)

Return to: Palm Beach County

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that _____ received
 (SBE or M/WBE Subcontractor Name)

(Monthly) or (Final) payment of \$.

On - - from _____
 MM DD YYYY (Prime Contractor Name)

For labor and/or materials used on _____ / _____
 (Project Name) (Work Order)

DEPT.: PROJECT NO.:

PRIME CONTRACTOR VENDOR CODE:

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:

=====

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

*Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____
 (Signature of Subcontractor) (Print Name & Title of Person executing on behalf of Subcontractor)

STATE OF FLORIDA
 COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20_____

By: _____

 Notary Public, State of Florida

 Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

EXHIBIT B
SECURITY SERVICES PROPOSAL SUBMITTED BY NORRED
DATED SEPTEMBER 29, 2015

SEE ATTACHED.

Security Services Proposal For



Board of County Commissioners
Emergency Contract
#U750721/MB

Presented by:
Norred & Associates
1003 Virginia Ave
Suite 200
Atlanta, Georgia 30354
www.norred.com

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Background & Qualifications

Founded by Greg Norred In January, 1981, Norred & Associates began as a one-man firm specializing in employment-related investigations. Since that time, the company has grown into a full-service security firm with more than 1,200 employees, operations in 23 different states and approximately 160 accounts, with a retention rate of 97.2%. Though Norred is now Atlanta's largest locally-owned and operated security firm, our development has been steady, and the majority of our growth has been referral-based. This means our service has not become a casualty of uncontrollable expansion. Our development has allowed us to achieve success through proven principles, yet remain flexible enough to adapt to any situation. It is this culture we have worked hard to perfect.

Demonstrated Knowledge & Experience

Norred & Associates, Inc. has extensive experience in providing full-spectrum security services for government entities. We are currently responsible for providing Armed and Unarmed Security Services for Judicial Centers in Palm Beach County. Our high standards, attention to detail and outstanding customer service have resulted in countless referrals over the past 34 years.

As a result, we currently provide security services ranging from unarmed security officers to armed patrol units for several large city, state and county entities (these can be found in our reference section). With many years of proven experience in the provision of security services for government entities, we feel confident that we can offer Palm Beach County the caliber of service and the exceptional high standards that they expect.

Plans for Providing Services

The effectiveness of our proven custom work plans is evident by our industry leading customer retention rate. Norred & Associates, Inc. will meet with Palm Beach County officials to ensure all tasks required of our personnel are clearly understood, and the correct security officers and account managers are put in place. We will look at the establishment's needs and wants, and help ensure that they are effectively met and hopefully exceeded.

We believe in establishing professional relationships with our client's. These professional relationships coupled with constant communication between Norred management and Palm Beach County will help to ensure that all tasks are met in a timely and effective manor.

Operations

Greg Norred
CEO

Jeff Bohling
President/C.O.O.

John Wilkins
Branch Manager

Ryan Luppino
Security Manager

Other support personnel aid in the provision of services to our clientele. These individuals, although critical to our operations and success, are not listed.

Management Staff

Greg Norred, CEO

Greg Norred is the CEO of Norred & Associates, Inc., which he founded in 1981. Greg is a noted professional in the detection and prevention of corporate crime, illegal drug activity and workplace violence. He has been featured in no less than twelve publications including: *Canadian Security*, *The Journal of Protection & Communications*; *The Atlanta Business Chronicle*; *Pension World*, *The Magazine for Pension & Benefit Executives*; *Atlanta Small Business Monthly*; *Georgia Trend*; *Sunday Daily News*; *The Personnel News*; *Business Atlanta Magazine*, and *Atlanta International Magazine*.

Jeff Bohling, President/C.O.O.

Jeff Bohling is a seasoned professional with over 24 years of experience in the security industry. Prior to joining Norred & Associates, he managed a market in the Atlanta area that provided over 100,000 hours of weekly service. At Norred, he is directly responsible for all uniform security operations as well as overseeing accounting, the preparation and publishing of all financial statements, cash management, human resources and all back-office operations. Jeff has an M.B.A.

Management Staff

John Wilkins, Operations Manager

John Wilkins is the Branch Manager for the Atlanta market. John is a retired Master Sergeant from the United States Air Force, where he served 4 years as the Information Security Program Manager at Lowry AFB. John spent 13 years as a Security Police Officer for the Department of Energy. John is directly responsible for our uniformed security operations in Georgia along with being Norred's Certified State Trainer for Georgia and New Mexico. John has been with Norred & Associates, Inc. for 8 years.

Ryan Luppino, Security Manager

Ryan Luppino is Norred's Security Manager. Ryan is originally from New York and relocated to the South over two decades ago. Ryan has been promoted through the ranks and has been recognized by law enforcement, clients, customers and visitors for his dedication, loyalty and pursuit of excellence. Ryan has extensive experience with implementing security programs from the ground up to include emergency procedures, development of post orders, partnering with local law enforcement and coaching and developing a first class security staff. Ryan has an Associates Degree from Midland College, Columbia, South Carolina.

Implementation & Management

We pride ourselves on our selection process, and feel confident that it provides both us and our clients with the highest caliber employees possible. Our security professionals meet and exceed all state minimum requirements in each state that we operate in. Since we custom tailor each account to our client's specific needs, we do not choose an account manager or key account personnel until we have met with our client. Norred & Associates, Inc. senior management would meet with Palm Beach County officials to ensure that we fully understand the establishment's needs and expectations, as well as their culture. We want to ensure that all employees we place at any Palm Beach County location are compatible with the high standards, morals, and ethics already in place.

Small Business Partnership

Norred & Associates, Inc. believes in, and advocates the use of small, women, minority, disadvantaged and disabled veteran owned businesses when pursuing contracts. For over 15 years we have utilized the same SBE/MBE in the Georgia Market, and have proudly reached out to several other similar businesses throughout the country for proposed partnerships throughout the years.

We are proud to comply with, and fully support, the SBE/DBE goals set forth in the RFP. We have proudly partnered up with General Security Services, LLC., who will be administrating 20% of the contract. General Security will be responsible for staffing their portion of the contract, as well as managing their officers and equipment. Norred and General Security feel the marrying of our two services will provide the Palm Beach County with a caliber of service that will exceed all expectations.

Security Officer Criteria

- Our Security Officers must be physically able to perform routine duties relating to securing premises and doing routine tasks such as standing and walking for prolonged periods of time.
- Must possess at minimum a high school diploma or have equivalent G.E.D.
- Must be a U.S. Citizen or registered resident alien.
- Must successfully complete All State Mandate Security Training as well as our three day security academy.
- Must be drug free and have no criminal convictions. Security Officer can not have a misdemeanor record that relates to theft, drugs, or any crime of violence.
- Must be able to communicate in English and possess good reading and writing skills.
- Must have clean driving record. (For all accounts that duties require incidental operation of a motor vehicle.)



Selection Process

Norred & Associates, Inc., endeavors to screen, select, and train appropriate personnel for each individual facility and position. Our comprehensive criminal history checks and drug screening efforts continue to eliminate a significant number of personnel who apply for work in the security services industry. All applicants are screened, tested, and thoroughly trained before they are assigned to any account, and then closely supervised to ensure their success at any assignment.

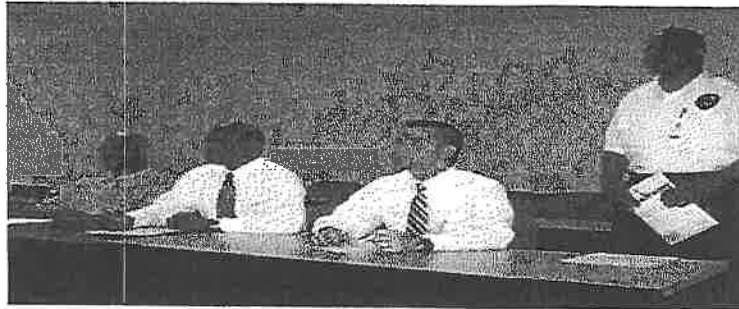
Continuous training is available to enhance our officer's security skills including employee relations, report writing, interviewing techniques and other important skill areas necessary for the provision of superior security services.

Equal Employment Opportunity

We are committed to providing equal opportunity in all of our employment practices, including but not limited to selection, hiring, promotion, transfer and compensation, to all qualified applicants and employees without regard to race, color, religion, sex, national origin, citizenship status, age, handicap or disability, family status or any other category protected by law.

A copy of this policy can be found in our handbook on page 5. This handbook is issued to every employee of Norred.

Training Programs



Norred & Associates, Inc. asserts that it will comply with all provisions of the Board of Private Detectives and Security Agencies at all times. Our Basic Security Officer training program exceeds the State's requirements in this regard. Norred's Director of Training trains and certifies all Norred & Associates, Inc., officers; this curriculum satisfies the stated criteria for basic security training. Additionally, Norred & Associates, Inc. will continue any existing in-service and on-the-job training program with a supervisory checklist to ensure all officers receive the appropriate training for your facilities. Norred & Associates, Inc. Basic Training for Security Officers includes the following:

Introduction to Security
Importance of Security Officers
Customer Service
Human & Public Relations
Communications
Patrol Techniques

General Duties
Report Writing
Fire Prevention & Control
Emergency Situations
Safety
Legal Issues Modules I & II

Training Programs (cont)

The majority of our classroom instruction is interactive with a live instructor and supplemented with video modules from *PSTN*. Norred & Associates, Inc. maintains an extensive library of *PSTN* advanced security-training materials for in-service training and career development of our Officers. (See below)

Additional *PSTN* Training Materials available for In-Service Training:

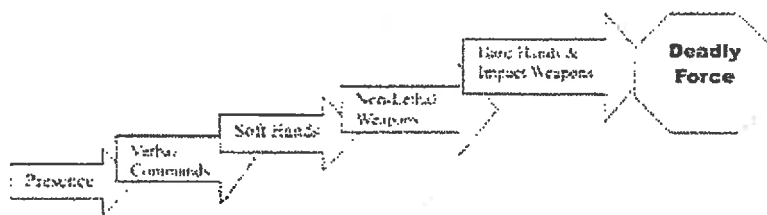
Report Writing	Diversity Awareness
Drug and Alcohol Abuse in the Workplace	Sexual Harassment
Use of Force Continuum	Use of Restraints
Crowd Control and Special Events	Public Relations
Professional Development	Fitness for Duty
Controlling Aggressive Individuals	Event Security
Being Assertive Without Being Rude	Parking Lot Patrol
Shift Work, Sleep and Alertness	Ethics
First Aid for First Responders	Traffic Control & Safety
Blood Borne Pathogens (Ref: OSHA 1910.1030)	
Personal Accident Injury Prevention, Response, Investigation and Liability	

Training

Knowledge
useful abilities.
backbone of co
quired for a tr
today

Use of Force Continuum

Although the goal of our security measures is to deter and prevent incidents, we realize that situations where physical force may be necessary could arise. In order to help ensure that our officers are prepared to respond accordingly, we have implemented the following use of force continuum (seen in order of escalation below).



- 1) Officer Presence
- 2) Verbal Commands (escalating as needed)
- 3) Soft Empty Hand Techniques (to include pressure point control tactics PPCT)
- 4) Less-Lethal Weapons (such as O.C. Spray)
- 5) Hard Hands & Impact
- 6) Lethal Force

Business Continuity Plan

Business Continuity Plan & Procedures

In order to help ensure the continuity of our business and the services we provide to our clients the following measures have been put in place: Norred & Associates has hand selected certain members of our staff who have specific backgrounds as either prior military, law enforcement, or positions in the medical field. These highly trained officers comprise our Disaster Response Team (DRT). In addition to the knowledge, training and experience these officers bring to the table, Norred & Associates puts these officers through additional Response to Incident, CPE & AED, and Use of Force training. These team members receive quarterly "refresher" training. We can have at least two response officers on scene within an hour of an incident occurring, and can be fully implemented within three hours.

Resources

Norred & Associates realizes that in order for our staff to properly respond so that business continuity is as seamless as possible we will need equipment for a variety of situations. We have at our disposal a Mobile Command Unit, Generators, Water Supply, MRE's, firearms (if needed) and a corporate helicopter. To help ensure that we have a constant avenue of communication, we have Satellite Phones and Two-Way Radios available to our staff and clients. In the event of an emergency only overtime rates will apply, we do not charge our clients a special (elevated) rate during times of crisis.

References

WEST PALM BEACH, FL

Provider of Armed & Unarmed Security Services
for Judicial Centers in Palm Beach County.



(2,710 hours/week) 3 Year Contract

Contact: Sgt. Matt King
8130 N. Jog Rd.
West Palm Beach, FL
Phone: 561-355-2764

References

CITY OF SAVANNAH, GA

**Provider of Armed & Unarmed Security Services for
Various City Government Building and Parking
Structures**



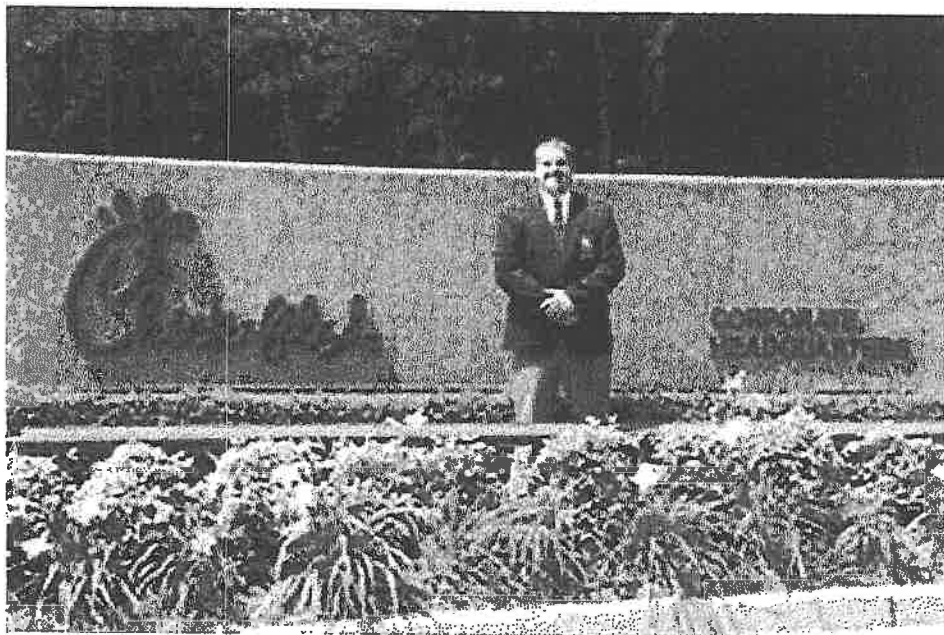
(1,200 hours/week) - 5 Year Contract

**Contact: Bryan Hollis - Director
2 East Bay Street
Savannah, GA 31401
Phone: (912) 429-2855
Email: bhollis@savannahga.gov**

References

Chick-fil-A Corporate Headquarters

Security Services Provider for Chick-fil-A corporate headquarters and 75 acreage campus including main buildings and parking decks.



(1,100 hrs./week) \$1.1 million per year
5 years of service (Current Contract)
Contact: Mr. Tim Boggs- Administrator
5200 Bluffington Rd. Atlanta, GA 30349
(404) 765-8067
Tim.Boggs@chick-fil-a.com

Benefits For Personnel



Norred & Associates, Inc., believes that, in addition to offering above average wage scales, our benefits package is a major contributor to the stability and quality of our personnel. Our employees enjoy a benefits program, which exceeds that available to most security agency employees in the country.

Major Medical/Dental/Vision Care

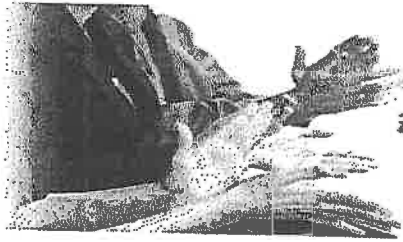
All full time employees of Norred & Associates, Inc. are eligible for participation in a Major Medical Health Care Program for which Norred & Associates, Inc. pays 50% of the premium for single coverage. This plan is offered through Blue Cross/Blue Shield Insurance and offers the same high level of coverage afforded Norred & Associates, Inc. management personnel. This level of health care benefit is rare within our industry, and we believe it contributes to the stability of our workforce. Additionally, each full time employee that participates in our Health Care Program receives Dental at no cost as well as a 10K Life Insurance at no cost to the employee.

Vacation Benefits

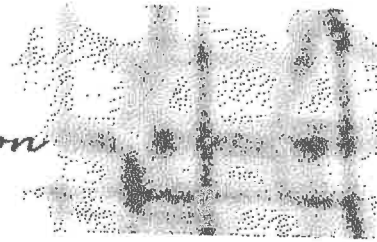
Vacation benefits are paid at one week for the first year of employment, two weeks following the second year of employment each year.

Benefits For Personnel

(cont)



*Employee
Recognition*



Recognition Programs

Since all of our employees are important to us, Norred & Associates, Inc. has an annual picnic, which all security personnel are invited and encouraged to attend so that we might express our appreciation to them for the services they provide.

An annual Christmas party is held for all employees and their families. Norred & Associates, Inc. provides door prizes and other entertainment.

An annual Account Managers Recognition Banquet is held at the beginning of each year to recognize those Account Managers who contributed to the growth and stability of our agency through overtime control, outstanding performance, outstanding customer service and best "team player".

Each month Norred & Associates, Inc. recognizes an officer from the Security Division as the Officer of the Month. The officer selected will receive rewards for this award and be eligible for the Officer of the Year award.

Benefits For Personnel

(cont)

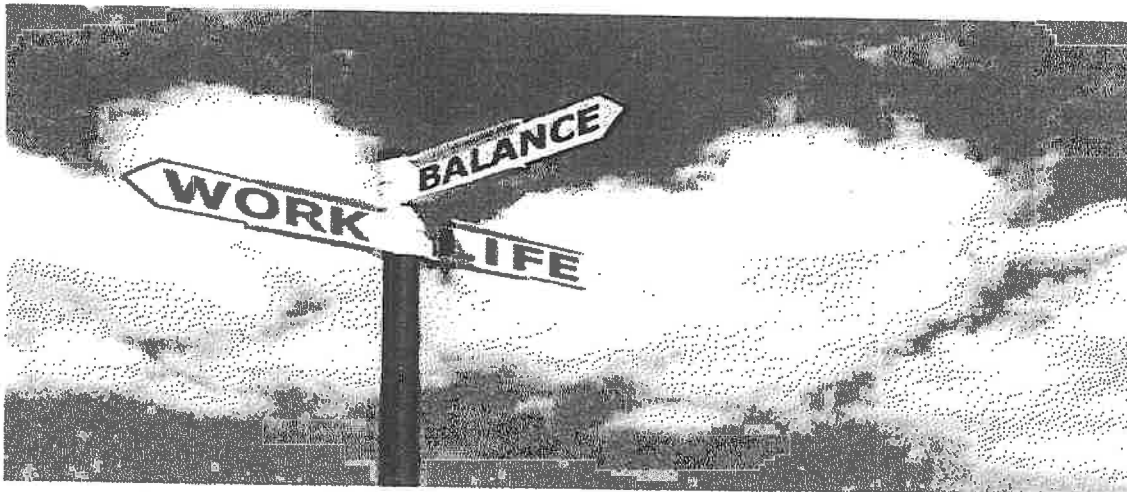
Retirement Plan – 401 (K)

The 401(k) plan is currently administered by John Hancock. Norred and Associates, Inc. matches 20% of each employee's contribution. An employee is eligible to participate after 6 months of service and is fully vested after 3 years.

Additionally, Norred & Associates, Inc. provides the following benefits:

Georgia Credit Union
Bereavement Leave
Military Leave
Employee Loans

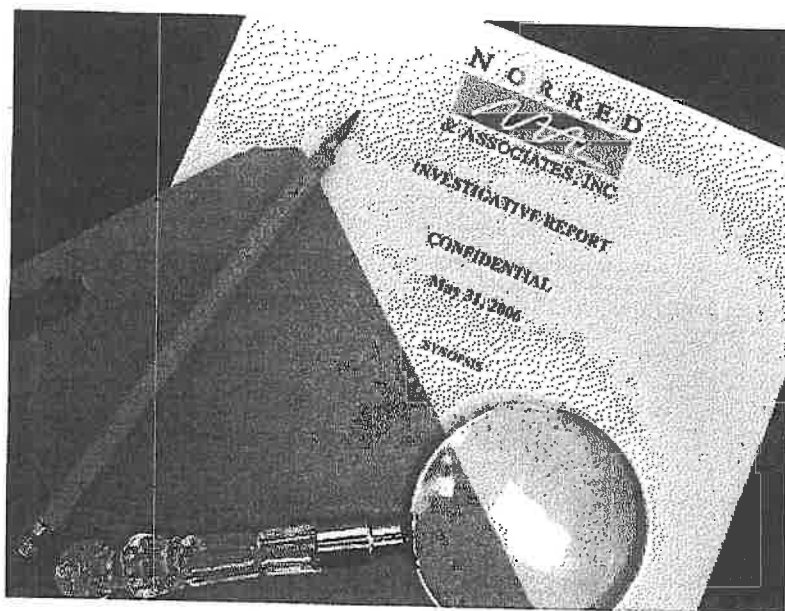
Civic Duty Leave
Family/Medical Leave
Weekly Pay



ADDITIONAL SERVICES

Corporate Investigations

Norred & Associates, Inc. provides a full range of investigative services to combat employee fraud or theft, substance abuse (drugs or alcohol), workers' compensation fraud, as well as any other improper employee activity in the workplace. In order to conduct a thorough and unbiased investigation, all complaints of misconduct are turned over to our investigative division. We conduct investigations nationwide and our services are customized to fit the needs of our clients.



Depending on the situation, we use a variety of methodologies:

- Undercover operatives
- Covert cameras
- Interviews and fact finding
- GPS tracking systems
- Surveillance
- Public records and document searches
- Handwriting and latent print analysis

Labor Dispute Security

Norred and Associates, Inc. is one of a handful of security firms in the United States that specializes in labor disputes. We have provided security, documentation teams and replacement workers for more than 100 strikes during the past 33 years. Our approach to a strike is non-aggressive; we recommend that our agents be dressed in a coat and tie or a soft professional look. We don't allow weapons on labor strikes. We do not place regular security officers on strikes – most agents are former military or police officers. All agents are strike experienced, trained and have clean backgrounds.

Our security agents serve as both security and documentation teams. As you know, control and proper management of the picket line, including gathering and documenting evidence of incidents, violations, etc., is essential to a successful strike. Norred fully assumes this responsibility so that our clients can focus on operating their business. In addition to security and documentation, we can also assist in recruiting and/or providing replacement workers.

Some of our strike clients include:

Amerys	CP Kelco	Siemens	LaFarge	Tenn. Alloy
Calumet	Kroger	Roberts Dairies	U.S. Sugar Corp.	Texas Utilities

Security Consulting

Whether providing for the safety of employees in the workplace, protecting executives in the field, or remaining vigilant as to the dangers of terrorism, threats of violence have become part of the corporate landscape. In order to help ensure that you, your employees and your business have the tools necessary to remain secure in this environment, Norred & Associates, Inc. offers consulting services in a variety of areas.

Workplace Violence

We can work with you to isolate flaws in your prevention of and reaction to workplace violence, and then customize policies and procedures to address your particular business and location.

Security Surveys

Norred can conduct a detailed analysis of your business and the premises to pinpoint security strengths and weaknesses, and develop a strategy to enhance proven features and correct flaws.

Access Control/CCTV Initiatives

Norred has experienced professionals on staff who can prepare a Request for Proposal for Access Control/CCTV, write the bid specifications and manage the entire IT initiative.

Benefits with Selecting Norred

➤ Why Norred

- Security Company versus a Personnel Company
- Will manage your security department allowing you to focus on your core business.
- Full Service Security Firm
- Local Support with National Resources
- Experience
- Value Added Services
 - Training for your tenants at no charge
 - Personal Safety
 - Workplace Violence
 - Security Consulting
 - CPR & AED Certification
- Will manage your security department allowing you to focus on your core business.
- Simplified Billing
 - Do not charge a premium for overtime or holidays

**PRICING
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

LOT #1 - PALM BEACH INTERNATIONAL AIRPORT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD B(AIRPORTS/TSA)	280 hrs.	\$ 16.20	\$ 4536.00
SUB-TOTAL OFFER LOT #1:				\$ 4536.00

LOT #2 - PALM BEACH COUNTY GENERAL GOVERNMENT

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD A	731hrs.	\$ 15.44	\$ 11286.64
2.	UNIFORMED SECURITY GUARD C (ARMED)	240.5hrs.	\$ 16.90	\$ 4065.45
SUB-TOTAL OFFER LOT #2:				\$ 15352.09

LOT #3 - PALM TRAN

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	UNIFORMED SECURITY GUARD C (ARMED)	540.5hrs.	\$ 16.90	\$ 9134.45
SUB-TOTAL OFFER LOT #3:				\$ 9134.45

FIRM NAME: Norred & Associates, Inc.

**PRICING
EMERGENCY CONTRACT
#750721/MB**

**UNIFORMED SECURITY GUARD SERVICES, GENERAL LOCATIONS,
TERM CONTRACT**

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

ITEM NO.	LEVEL OF UNIFORMED SECURITY GUARD	ESTIMATED HOURS PER WEEK	STANDARD HOURLY LABOR RATE	TOTAL PER WEEK
1.	SITE/FIELD SUPERVISOR	40 hrs.	\$ 17.58	\$ 703.20
SUB-TOTAL OFFER LOT #4				\$ 703.20
TOTAL OFFER LOTS #1 THROUGH #4				\$ 29725.74

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

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

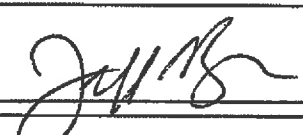
Does Bidder clearly understand the Insurance requirement(s), per Term and Condition #15? YES JB <INITIAL

*** PLEASE AFFIX SIGNATURE WHERE INDICATED**

(FAILURE TO DO SO SHALL RESULT IN THE REJECTION OF YOUR BID)

By signature on this document, bidder acknowledges and agrees that its offer includes and accepts all terms, conditions, and specifications of the County's bid solicitation as originally published, without exception, change or alteration of any kind, except as may have been published by the County in official amendments prior to this date of submittal.

Per General Conditions, Term #7, Business Information, if bidder is a Joint Venture for the goods/services described herein, bidder shall, upon request of Palm Beach County, provide a copy of the Joint Venture Agreement signed by all parties.

FIRM NAME: (Enter the entire legal name of the bidding entity)		DATE:
Norred & Associates, Inc.		Sept. 29, 2015
* SIGNATURE: <u></u>	PRINT NAME: Jeff Bohling	
	PRINT TITLE: President	
ADDRESS: <u>1003 Virginia Ave., Suite 200</u>		
CITY / STATE: <u>Atlanta, GA</u>		ZIP CODE: <u>30354</u>
TELEPHONE # (404) 761-5058	E-MAIL: <u>jbohling@norred.com</u>	
TOLL FREE # (800) 962-6363	FAX #: (404) 762-4282	
APPLICABLE LICENSE(S) NUMBER # <u>2900130</u>	TYPE: <u>B</u>	
FEDERAL ID # <u>58-1446148</u>		

**SCHEDULE 1
LIST OF PROPOSED SBE-M/WBE PRIME AND/OR SUBCONTRACTOR PARTICIPATION**

PROJECT NAME OR BID NAME: Uniform Security Guard Services PROJECT NO. OR BID NO.: 750721/MB
 NAME OF PRIME BIDDER: Norred & Associates, Inc. ADDRESS: 1003 Virginia Ave. Atlanta, GA 30354
 CONTACT PERSON: Jeff Babling PHONE NO.: 404-761-5058 FAX NO.: 404-762-4282
 BID OPENING DATE: 9/29/2015 @ 4:00pm USER DEPARTMENT: Purchasing

THIS DOCUMENT IS TO BE COMPLETED BY THE PRIME CONTRACTOR AND SUBMITTED WITH BID PACKET. PLEASE LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY ALL SBE-M/WBE SUBCONTRACTORS ON THIS PROJECT. IF THE PRIME IS AN SBE-M/WBE, PLEASE ALSO LIST THE NAME, CONTACT INFORMATION AND DOLLAR AMOUNT AND/OR PERCENTAGE OF WORK TO BE COMPLETED BY THE PRIME ON THIS PROJECT. THE PRIME AFFIRMS THAT IT WILL MONITOR THE SBES LISTED TO ENSURE THE SBES PERFORM THE WORK WITH ITS OWN FORCES.

Name, Address and Phone Number	(Check one or both Categories)		DOLLAR AMOUNT OR PERCENTAGE OF WORK				
	M/WBE Minority Business	SBE Small Business	Black	Hispanic	Women	Caucasian	Other (Please Specify)
1. <u>General Security Services</u> <u>5171 10th Ave. N</u> <u>Greenacres, FL 33463</u>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<u>5%</u>	<u>5%</u>	<u>6%</u>	<u>4%</u>	
2.	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	
3.	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	
4.	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	
5.	<input type="checkbox"/>	<input type="checkbox"/>	---	---	---	---	

(Please use additional sheets if necessary)

Total Bid Price: 1,545,738.48

Total SBE-M/WBE Participation Dollar Amount or Percentage of Work 20%

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

Signature: [Handwritten Signature] Title: President

- Note:
1. The amount listed on this form for a subcontractor must be supported by price or percentage listed on the signed Schedule 2 or signed proposal in order to be counted toward goal attainment.
 2. Firms may be certified by Palm Beach County as an SBE and/or and M/WBE. If firms are certified as both an SBE and M/WBE, please indicate the dollar amount or percentage under the appropriate category.
 3. M/WBE information is being collected for tracking purposes only.

OSBA SCHEDULE 2
LETTER OF INTENT TO PERFORM AS AN SBE-M/WBE SUBCONTRACTOR

This document must be completed by the SBE-M/WBE Subcontractor and submitted with bid packet. Specify in detail, the particular work items to be performed and the dollar amount and/or percentage for each work item. SBE credit will only be given for items which the SBE-M/WBE Subcontractor are SBE certified to perform. Failure to properly complete Schedule 2 may result in your SBE participation not being counted.

PROJECT NUMBER: 750721/MB PROJECT NAME: Uniform Security Guard Services
TO: Norred & Associates, Inc.
(Name of Prime Bidder)

The undersigned is certified by Palm Beach County as a - (check one or more, as applicable):

Small Business Enterprise Minority Business Enterprise
Black Hispanic Women Caucasian Other (Please Specify) _____

Date of Palm Beach County Certification: _____

The undersigned is prepared to perform the following described work in connection with the above project. Additional Sheets May Be Used As Necessary

Line Item/ Lot No. Item Description	Qty/Units	Unit Price	Total Price/ Percentage
<u>Security Officers</u>			<u>20%</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

at the following price or percentage

(Subcontractor's quote)

and will enter into a formal agreement for work with you conditioned upon your execution of a contract with Palm Beach County.

If undersigned intends to subcontract any portion of this job to a certified SBE or a non-SBE subcontractor, please list the name of the subcontractor and the amount below.

Price or Percentage 20%, General Security Services
(Name of Subcontractor)

The Prime affirms that it will monitor the SBE's listed to ensure the SBE's perform the work with its own forces. The undersigned subcontractor affirms that it has the resources necessary to perform the work listed without subcontracting to non-certified SBE or any other certified SBE subcontractors except as noted above.

The undersigned subcontractor understands that the provision of this form to Prime Bidder does not prevent Subcontractor from providing quotations to other bidders.

Julius M. Torres
(Print name of SBE-M/WBE Subcontractor)

By: [Signature]
(Signature)

President
(Print name/title of person executing on behalf of SBE/M/WBE Subcontractor)

Date: 09-24-15

OSBA SCHEDULE 3
SBE-M/WBE ACTIVITY FORM

SBE-M/WBE ACTIVITY FOR MONTH ENDING _____

PROJECT NAME Uniform Security Guard Services - General Location PROJECT# 750721/MB


PRIME CONTRACTOR NAME Norred & Associates, Inc.

PROJECT SUPERVISOR _____

Schedule 3 is used to show the monthly payment activity for work performed by each SBE-M/WBE Subcontractor on the project and in conformity with the SBE-M/WBE's submitted on schedule 2. It also shows approved change orders as they impact the SBE-M/WBE Subcontractors. Schedule 3 is to be submitted by the Prime with each payment request to Palm Beach County. In the SBE-M/WBE Subcontracting Information section, list the name(s) of each SBE-M/WBE Subcontractor on the project and the total contracted amount for each SBE-M/WBE Subcontractor on the project. As the project proceeds, please complete each column under the SBE-M/WBE Subcontracting information section accordingly. In the SBE-M/WBE Category, please check the appropriate category that represents each SBE-M/WBE Subcontractor.

SBE-M/WBE SUBCONTRACTING INFORMATION								SBE-M/WBE Category (check all applicable)						
Name of SBE-M/WBE Subcontractor	SBE-M/WBE Total Contract Amount	Approved Change Orders	Revised SBE-M/WBE Contract Amount	Amount drawn for SBE-M/WBE Sub This Period	Amount drawn for SBE-M/WBE Sub to Date	Amount Paid to Date for SBE-M/WBE Subcontractor	Actual Starting Date	Minority Business (✓)	Small Business (✓)	Black	Hispanic	Women	Caucasian	Other (Please Specify)

I hereby certify that the above information is true to the best of my knowledge.
Return to: Palm Beach County


(Signature and Title)

Additional Sheets May Be Used As Necessary

NOTE: Firms may be certified as an SBE and/or an M/WBE. If firms are certified as both an SBE and M/WBE, the dollar amount will not be counted twice.

OSBA SCHEDULE 4 - SBE-M/WBE PAYMENT CERTIFICATION

The Prime Contractor is to submit Schedule 4 with its Monthly Payment Request to Palm Beach County to reflect actual payments made to the SBE-M/WBE Subcontractor. The Prime Contractor is not to request signature from an SBE-M/WBE Subcontractor unless it has made a payment to the SBE-M/WBE Subcontractor. The SBE-M/WBE Subcontractor is not to complete and sign this form unless it has received a payment from the Prime Contractor for services actually performed by the SBE-M/WBE Subcontractor. A separate Schedule 4 is required for each SBE-M/WBE Subcontractor payment.

This is to certify that General Security Services (SBE or M/WBE Subcontractor Name) received

(Monthly) or (Final) payment of \$

On - - from (Prime Contractor Name)

For labor and/or materials used on (Project Name) / (Work Order)

DEPT.: PROJECT NO.:

PRIME CONTRACTOR VENDOR CODE:

SBE OR M/WBE SUBCONTRACTOR VENDOR CODE:

If the SBE Subcontractor intends to disburse any funds associated with this payment to any Subcontractor for labor and/or material provided on this project, please provide the following information:

*Subcontractor Name: _____ Amount to be paid: _____

Note: If the subcontractor listed in this section is an SBE or M/WBE a separate schedule 4 is required to verify payment.

By: _____ (Signature of Subcontractor) _____ (Print Name & Title of Person executing on behalf of subcontractor)

STATE OF FLORIDA
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____

By: _____

Notary Public, State of Florida
Print, Type or Stamp Commissioned Name of Notary

Personally Known _____ OR Produced Identification _____ Type of Identification _____

FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES

**ADAM H. PUTNAM
COMMISSIONER**

DIVISION OF LICENSING

06/27/13
DATE ISSUED

10/13/15
DATE OF EXPIRATION

B 2900130
LICENSE NUMBER

NORRED & ASSOCIATES, INC.

909 RIDGELAND CT.
APOPKA, FL 32712

BOHLING, JEFF R., PRESIDENT
SIMMONS, CHARLES, OTHER
GETMAN, DANIELLE N., OTHER

THE *SECURITY AGENCY* NAMED ABOVE IS LICENSED AND REGULATED UNDER THE PROVISIONS OF
CHAPTER 493, FLORIDA STATUTES.



**ADAM H. PUTNAM
COMMISSIONER**



State of Florida
*Minority, Women &
Service-Disabled Veteran*
Business Certification

General Security Services, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes for a period from:

January 20, 2015 to January 20, 2017

Torey Alston, Executive Director

*Florida Department of Management Services
Office of Supplier Diversity*

**Palm Beach County
Office of Small Business Assistance**

Certifies That

GENERAL SECURITY SERVICES, LLC

Vendor # VC0000005708

*is a Small Business Enterprise as prescribed by section 2-80.21 – 2-80.35 of the Palm Beach
County Code for a three year period from September 10, 2013 to September 9, 2016*

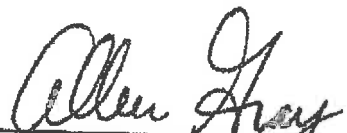
The following Services and/or Products are covered under this certification:

GUARD AND SECURITY SERVICES

Palm Beach County Board of County Commissioners

Steven L. Abrams, Mayor
Priscilla A. Taylor, Vice Mayor
Hal R. Valeche
Paulette Burdick
Shelley Vana
Mary Lou Berger
Jess R. Santamaria

County Administrator
Robert Weisman
Deputy County Administrator
Verdenia C. Baker


Allen F. Gray, Manager

9/10/2013



**NON-DISCRIMINATION POLICY
EMERGENCY CONTRACT
#750721/MB**

Pursuant to Palm Beach County Resolution R-2014-1421, as may be amended, it is the policy of the Board of County Commissioners of Palm Beach County that Palm Beach County shall not conduct business with nor appropriate any funds for any organization that practices discrimination on the basis of race, color, national origin, religion, ancestry, sex, age, familial status, marital status, sexual orientation, gender identity and expression, disability, or genetic information.

All vendors doing business with Palm Beach County are required to submit a copy of its non-discrimination policy which shall be consistent with the policy of Palm Beach County stated above, prior to entering into any contract with Palm Beach County. In the event a vendor does not have a written non-discrimination policy or one that conforms to Palm Beach County's policy, such vendor shall be required to check the applicable statement and sign below affirming it will conform to Palm Beach County's policy.

Check one:

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

OR

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

OR

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

NOTE:

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

Vendor shall notify Palm Beach County in the event it no longer maintains a written or non-written non-discrimination policy that is in conformance with Palm Beach County's policy set forth above. Failure to maintain said non-discrimination policy shall be considered a default of contract.

BIDDER:

Norred & Associates, Inc.

Company Name


Signature

Jeff Bohling

Name (type or print)

President

Title

**DRUG-FREE WORKPLACE CERTIFICATION
EMERGENCY CONTRACT
#750721/MB**

IDENTICAL TIE BIDS/PROPOSALS - In accordance with Section 287.087, F.S., a preference shall be given to vendors submitting with their bids/proposals the following certification that they have implemented a drug-free workplace program which meets the requirements of Section 287.087. provided, however, that any preference given pursuant to Section 287.087, shall be made in conformity with the requirements pursuant to the Palm Beach County Code, Chapter 2, Article III, Sections 2-80.21 thru 2-80.34. In the event tie bids are received from vendors who have not submitted with their bids/proposals a completed Drug-Free Workplace Certification form, the award will be made in accordance with Palm Beach County's purchasing procedures pertaining to tie bids.

This Drug-Free Workplace Certification form must be executed and returned with the attached bid/proposal, and received on or before time of bid opening to be considered. The failure to execute and/or return this certification shall not cause any bid/proposal to be deemed non-responsive.

Whenever two (2) or more bids/proposals which are equal with respect to price, quality, and service are received by Palm Beach County for the procurement of commodities or contractual services, a bid/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall:

- (1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- (2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- (3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in number (1).
- (4) In the statement specified in number (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- (5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- (6) Make a good faith effort to continue to maintain a drug-free workplace through implementation Section 287.087, Florida Statutes.

THIS CERTIFICATION is submitted by Jeff Bohling the
(Individual's Name)

President of Norred & Associates, Inc.
(Title/Position with Company/Vendor) (Name of Company/Vendor)

who does hereby certify that said Company/Vendor has implemented a drug-free workplace program which meets the requirements of Section 287.087, Florida Statutes, which are identified in numbers (1) through (6) above.

Signature [Handwritten Signature] Date 9/28/2015

REFERENCES
EMERGENCY CONTRACT
#750721/MB

CUSTOMER NAME: Palm Beach County
(PLEASE PRINT OR TYPE)

ADDRESS: 8130 N. Jog Rd. West Palm Beach, FL
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (561) 355-2764 FAX NUMBER: ()

EMAIL: _____

CONTACT NAME: Sgt. Matthew King
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provider of Armed & Unarmed Security Services for Judicial Centers in Palm Beach County.
(PLEASE PRINT OR TYPE)

2710/hours per week - 3 year contract

START DATE: _____ END DATE: _____ CONTRACT VALUE: _____

CUSTOMER NAME: Fulton County, GA
(PLEASE PRINT OR TYPE)

ADDRESS: 141 Pryor St. SW, Atlanta, GA 30303
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (404) 613 - 5976 FAX NUMBER: ()

EMAIL: vburns@fultoncountyga.gov

CONTACT NAME: Valerie Burns
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provider of armed & unarmed security for various government buildings and parking structures.
(PLEASE PRINT OR TYPE)

START DATE: _____ END DATE: _____ CONTRACT VALUE: _____

REFERENCES
EMERGENCY CONTRACT
750721/MB

CUSTOMER NAME: City of Savannah, GA
(PLEASE PRINT OR TYPE)

ADDRESS: 2 East Bay St. Savannah, GA 31401
(PLEASE PRINT OR TYPE)

PHONE NUMBER: (912) 429- 2855 FAX NUMBER: ()

EMAIL: bhollis@savannahga.gov

CONTACT NAME: Bryan Hollis
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: Provider of armed & unarmed security for various government buildings and parking structures.
(PLEASE PRINT OR TYPE)

1200 hours/week - 5 year contract

START DATE: _____ END DATE: _____ CONTRACT VALUE: _____

CUSTOMER NAME: _____
(PLEASE PRINT OR TYPE)

ADDRESS: _____
(PLEASE PRINT OR TYPE)

PHONE NUMBER: () _____ FAX NUMBER: () _____

EMAIL: _____

CONTACT NAME: _____
(PLEASE PRINT OR TYPE)

SCOPE OF WORK: _____
(PLEASE PRINT OR TYPE)

START DATE: _____ END DATE: _____ CONTRACT VALUE: _____