



Agenda Report

2725 Judge Fran Jamieson
Way
Viera, FL 32940

Consent

F.10.

8/3/2021

Subject:

Permission to Issue Annual Supply Bids, Proposals and Requests for Qualifications (FY 2021/2022) and/or Negotiate Competitive Agreements

Fiscal Impact:

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodity and services; ensures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user-initiated purchase orders.

Dept/Office:

Central Services / Purchasing Services

Requested Action:

It is requested that the Board grant Purchasing Services approval to perform the following actions regarding the attached list of commodities and services for Fiscal Year 2021-2022.

- Solicit competitive bids, quotes, and/or negotiated competitive agreements and award to the lowest responsive, responsible and most qualified vendor(s).
- Solicit competitive proposals and requests for qualifications, establish selection and negotiation committees approved by the County Manager (or designee); and award contracts and/or purchase orders with the highest ranked proposer(s).
- Exercise renewal options upon evaluation of supplier performance and recommendation from user departments/offices. This establishes that continuance of the contract is favorable prior to renewal of the agreement.
- Authorize the BOCC Chair to execute all contracts, contract renewals, contract amendments and any necessary contract extensions that exceed \$100,000.00 in total aggregate value, upon review and approval by the County Attorney's Office, Risk Management, and Purchasing Services.

Summary Explanation and Background:

The use of term agreements is one of the methods utilized by Purchasing Services to implement strategic sourcing and take advantage of economies of scale. Purchasing Services estimates the annual needs of the County for items or groups of items where there is an opportunity to achieve savings by using formal competitive processes (formal bids, quotes proposals, and requests for qualifications). Annual competitions establish a source, a firm price and a performance period on high-volume, repetitive materials and continuing services.

Approval of this action will eliminate repetitive Board action granting permission to purchase routinely used

items and services, and eliminate an estimated several thousand individual purchase order transactions. Also, to expedite the award process, the Assistant County Managers currently have Board authorization to solicit, award and execute contracts up to \$50,000.00 and the County Manager up to \$100,000.00. Award recommendations will be made by a selection committee consisting of user agency representatives approved by the County Manager, or designee, for evaluation of proposals, and Purchasing and user agency staff members for determining responsive and responsible bids. The competitive procurement method (competitive bid versus competitive proposal) will be determined by the individual service or commodity requirement.

Acquisition of services for recurring continuing professional consultant contracts will be solicited in accordance with Policy BCC-27 and Florida Statutes 287.055, "Consultants' Competitive Negotiation Act". Florida Statute 287.055 allows the County to enter into continuing contracts for professional services for projects in which the estimated construction cost of each individual project under the contract does not exceed \$4 Million, if the professional services under the contract do not exceed \$500,000.00. Firms providing professional services under continuing contracts shall not be required to bid against one another.

Annual negotiated competitive agreements/discounts establish a firm source period, and price on high volume materials and services, significantly reducing the number of repetitive, expensive daily purchase transactions through the utilization of open purchase orders or purchase card.

The evaluation of renewal options utilizes factors such as market data, level of competition available, inflation and vendor performance. The using agencies and Purchasing Services will document recommendations of exercising renewal options in the official bid or proposal files.

Formal contract renewals will be in accordance with AO-29, Contract Administration.

Minimizing administrative costs by reducing and consolidating Board actions for competitive annual procurement of commodities and services ensures efficient use of available funds and the timely provision of commodities and services. Establishment of costs associated with these commodities and services is allocated to individual agencies' funding sources. Funds will be encumbered through user initiated purchase orders.

Clerk to the Board Instructions:

None



August 4, 2021

MEMORANDUM

TO: Steven Darling, Central Services Director

RE: Item F.10., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualification (FY2021/2022) and/or Negotiate Competitive Agreements

The Board of County Commissioners, in regular session on August 3, 2021, granted Purchasing Services approval to perform actions regarding the list of commodities and services for Fiscal Year 2021-2022; approved the solicitation of competitive bids, quotes, and/or negotiated competitive agreements and award to the lowest responsive, responsible and most qualified vendor(s); approved the solicitation of competitive proposals and requests for qualifications, establishing selection and negotiation committees approved by the County Manager, or designee, and award contracts and/or purchase orders with the highest ranked proposer(s); approved exercising renewal options upon evaluation of supplier performance and recommendation from user departments/offices, establishing continuance of the contract is favorable prior to the renewal of the agreement; and authorized the Chair to execute all contracts, contract renewals, contract amendments, and any necessary contract extensions exceeding \$100,000 in total aggregate value, upon review and approval by the County Attorney, Risk Management, and Purchasing Services. Enclosed is the list of commodities.

Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

A handwritten signature in cursive script, reading "Kimberly Powell".

Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Manager
Finance
Budget

ANNUAL BID/QUOTE/PROPOSAL LIST
FY 2021/2022
- Over \$100,000 Annually -

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Aggregate (57 Stone, Limerock, Granite Rock Non-Calcareous & Pea Gravel)	Up to 5 years	\$200,000.00
Agricultural & Aquatic Chemicals	Up to 5 years	\$270,000.00
Agricultural Equipment OEM Replacement Parts	Up to 5 years	\$105,000.00
Alarm Inspection, Monitoring, Repair and Replacements	Up to 5 years	\$175,000.00
Asphaltic Concrete	Up to 5 years	\$15,000,000.00
Athletic Court Resurfacing & Lining	Up to 5 years	\$300,000.00
Auctioneer Services	Up to 5 years	Dependent on Sales
Automotive Parts & Batteries	Up to 5 years	\$100,000.00
Insurance All Types	5 years	Dependent on plan participants
Bunker Gear for Brevard County Fire Rescue	5 yr. & 5 (1 yr.) renewals	\$300,000.00
Cab & Chassis Trucks and Other Fleet Equipment	Up to 5 years	Board Approved Capital Outlay
Cold in Place Recycling	Up to 5 years	\$100,000.00
Computer Equipment, Peripherals & Services	Up to 5 years	\$500,000.00
Concrete Pipe	Up to 5 years	\$300,000.00
Concrete Sidewalk, Curb, and Gutter Construction	Up to 5 years	\$340,000.00
Consultant Professional Engineering Services, A&E, Roofing Services, Appraisal Services and Landscape Architects – All Departments	Up to 5 years	Varies per CIP Project and Tasking
Continuing Roofing Contracting Services	Up to 5 years	Varies per CIP Project and Tasking
Continuing General Contractor Services for SCAT Projects	Up to 5 years	Varies per CIP Project and Tasking
Continuing Construction Management Services	Up to 5 years	Varies per CIP Project and Tasking
Contracted Seasonal Recreation Worker Services for Parks and Recreation	Up to 5 years	\$1,002,000.00
Copy Machine Lease	5 yr. & 1 (1 yr.) renewal	\$550,000.00
Debt Collection Services	3 Years	
Deceased Removal and Transport	Up to 5 years	\$180,000.00
Detention Center Kitchen Equipment Services	Up to 5 Years	Varies
Disaster Debris Removal and Recovery Management Services	5 yr. & no renewals	Contingency Agreement Emergency activation
Disaster Debris Removal Services	5 yr. & no renewals	Contingency Agreement Emergency activation
Electrical Contractor Services - Hourly	Up to 5 years	\$265,000.00
Electrical Supplies	Up to 5 years	\$210,000.00
Electronics Waste Recycling Services	Up to 5 years	\$175,000.00
Emergency Generator Repair & Maintenance	Up to 5 years	\$100,000.00
Employee Benefits Consulting Services	5 yr & automatic renewal	\$104,000.00

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
EMS Billing Services	Up to 5 years	\$630,000.00
Fencing (Brevard County Cooperative Bid)	Up to 5 years	\$500,000.00
Fertilizers	5 yr. & 5 (1 yr.) renewals	\$100,000.00
Fire Rescue Equipment	Up to 5 years	\$200,000.00
Floor Cleaning - Countywide	Up to 5 years	\$170,000.00
Full Depth Reclamation	Up to 5 years	\$100,000.00
Gasoline, Diesel, Fuel Oils (Brevard County Cooperative Bid)	Up to 5 years	\$2,000,000.00
Grassing Services (Brevard County Cooperative Bid)	Up to 5 years	\$500,000.00
HVAC & Ice Machine Services	Up to 5 years	\$475,000.00
HVAC for Maintenance	Up to 5 years	\$1,700,000.00
Infrastructure Assessment Services, Gravity Sewer Lines, and Manholes	Up to 5 years	\$300,000.00
Inlets, Manholes, & Grates	Up to 5 years	\$485,000.00
Integrated Library Systems	Up to 10 years	\$800,000.00
Irrigation Installation – Parks & Rec	Up to 5 years	\$250,000.00
Insurance All Types (Medical, Dental, Vision, Retiree)	7 years	Dependent on plan participants
Janitorial Services - County Wide	Up to 5 years	\$465,000.00
Janitorial Supplies	Up to 5 years	\$250,000.00
Laboratory Testing & Related Professional Services	Up to 5 years	\$200,000.00
Landfill Stormwater Collection & Gas System Repairs & Installation	Up to 5 years	\$100,000.00
Landscape Design & Detailing Maintenance Svs (Complete) - Facilities	Up to 5 years	\$150,000.00
Lawn Service – Countywide (Parks, Public Works, Fire Rescue, Libraries, Transit Services, UF/Brevard Extension , Medical Examiner, Carriage Gate)	Up to 5 Years	\$925,000.00
Lime Rock for Solid Waste and Public Works	Up to 5 years	\$150,000.00
Marketing Services for SCAT	Up to 5 years	\$400,000.00
Medical Supplies (EMS) - (Brevard County Cooperative Bid)	Up to 5 years	\$1,900,000.00
Mix-In-Place Soil Cement	Up to 5 years	\$250,000.00
Maintenance, Repair, & Operation (MRO) and Industrial Supplies	Up to 5 years	\$500,000.00
Mulching & Disposal Services for Yard Trash & Vegetative Waste (On Site)	Up to 5 years	\$2,200,000.00
Mulching & Yard Trash/Vegetative Disposal Services (Off Site)	Up to 5 years	\$600,000.00
Office Supplies	Up to 5 years	\$350,000.00
On-site Concrete Crushing (Solid Waste)	Up to 5 years	\$100,000.00
Overhead Door & Gate Maintenance Repair – County	Up to 5 years	\$125,000.00
Painting Contractor Services	Up to 5 years	\$200,000.00
Park Amenities – Catalog Discount	Up to 5 Years	\$100,000.00
Personal Protection Equipment (PPE)	Up to 5 years	\$100,000.00
Petroleum Products - Lube Oil	Up to 5 years	\$125,000.00

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Physical Examinations - Fire Rescue	Up to 5 years	\$225,000.00
Pipe, Cured-In-Place Pipe (CIPP)	Up to 5 years	\$3,000,000.00
Plans Examiner Services	Up to 5 years	\$300,000.00
Playground Equipment, Surfacing, Installation & Repair	Up to 5 years	\$300,000.00
Plumbing Services	Up to 5 years	\$160,000.00
Plumbing Supplies Catalog Discount	Up to 5 years	\$150,000.00
Polymer, Sludge Dewatering	Up to 5 years	\$150,000.00
Postal & Courier Services – Libraries	Up to 5 years	\$268,000.00
Pump out Services for Cleaning Baffle Box & Sediment Collection Devices Countywide	Up to 5 years	\$350,000.00
Radio System (800 MHZ) Maintenance Contract	Up to 5 years	\$500,000.00
Removal & Disposal of Dewatered Biosolids	Up to 5 years	\$500,000.00
Removal & Final Disposal of Mulch & Wood Waste	Up to 5 years	\$486,000.00
Retention Pond Mowing (Countywide): Natural Resources & Public Works	Up to 5 years	\$160,000.00
Road Construction Materials	Up to 5 years	\$4,000,000.00
Road Striping - Paint & Reflective Pavement Marking	Up to 5 years	\$150,000.00
Road Striping - Thermoplastic & Reflective Pavement Marking	Up to 5 years	\$1,400,000.00
SAP Support Services	Up to 5 years	\$300,000.00
SCAT Vehicle Fleet Maintenance & Repair Management Services	Up to 5 years	\$4,350,000.00
Security Services - Brevard Government Complexes	Up to 5 years	\$250,000.00
Security Services Unarmed – Multi-departmental	Up to 5 years	\$500,000.00
Select Common Fill - Sarno Road Landfill	Up to 5 years	\$100,000.00
Select Common Fill - for Landfills (CDF Only)	Up to 5 years	\$900,000.00
Septic Tank, Grease Trap, Lift Station & Sewage Hauling Services	Up to 5 years	\$140,000.00
Sodium Hypochlorite Supply Services	Up to 5 years	\$250,000.00
Soil Cement Pub Mill Mix	Up to 5 years	\$180,000.00
Soil Cement with Oil Injection	Up to 5 years	\$100,000.00
Sports Lighting with Related Supplies and Services	Up to 5 years	\$700,000.00
Street Sweeping and Inlet Basket Cleaning	Up to 5 years	\$150,000.00
Structured Cabling System - Small Projects/Limited Drop	Up to 5 years	\$100,000.00
Submersible Pump and Motor Repair Services	Up to 5 years	\$125,000.00
TDC - Website Development & Maintenance Services	Up to 5 years	\$200,000.00
Temporary Employment Services	Up to 5 years	\$250,000.00
Temporary Traffic Control Devices (Barricade Rentals)	Up to 5 years	\$100,000.00
Tires, Equipment, Services, Shredding and Disposals	Up to 5 years	\$735,000.00
Traffic Sign Materials	Up to 5 years	\$100,000.00
Traffic Operations Fiber Optics Construction, Rehab, Maintenance and Emergency Repairs	Up to 5 years	\$240,000.00

COMMODITY/SERVICE	CONTRACT YEAR & RENEWAL OPTION	ESTIMATED ANNUAL EXPENDITURES (>\$100K)
Traffic Signal Construction, Rehab, Maintenance & Emergency Repairs	Up to 5 years	\$600,000.00
Transportation of Dead Bodies	Up to 6 years	\$180,000.00
Travel Media Relations (For TDO)	Up to 5 years	\$200,000.00
Tree Trimming and Removal Services	Up to 5 years	\$200,000.00
Trucking Services	Up to 5 years	\$130,000.00
Uniform Apparel: Fire Rescue	Up to 5 years	\$100,000.00
Uniforms, Rentals with Related Products and Services	Up to 5 years	\$110,000.00
Water & Wastewater Treatment Chemicals - Sodium Hypochlorite (Brevard County Cooperative Bid)	Up to 5 years	\$300,000.00
Welding/Medical Gases & Supplies	Up to 5 years	\$110,000.00
Well Repairs, Maintenance and Rehabilitation Services	Up to 5 years	\$95,000.00



BOARD OF COUNTY COMMISSIONERS

8/3/2021
Public Works Department/Facilities

2725 Judge Fran Jamieson Way

Building A, Room 201

Viera, Florida 32940

Inter-Office Memo

TO: Commissioner Kristine Zonka, Chair

THRU: Frank Abbate, County Manager 

THRU: John P. Denninghoff, Assistant County Manager 

THRU: Marc Bernath, Public Works Director  Bernath, Marc
Digitally signed by Bernath, Marc
DN: cn=Bernath, Marc,
email=Marc.Bernath@brevardfl.gov
Date: 2022.05.25 15:24:36 -0400

FROM: Leo Da Silva, Facilities Program Manager DaSilva, Leonardo
Digitally signed by DaSilva, Leonardo
Date: 2022.05.25 13:57:15 -0400

SUBJECT: Execute Brevard Government Complex Security Service Contract

DATE: May 25, 2022

F.10

On August 3, 2021, the Board of County Commissioners approved the Annual Supply Bids, Proposals, and Requests for Qualification list which included security services. This is a 5-year contract (3-year, plus 2 option years) with Paragon Security Services, LLC, in the annual amount of \$420,000.00. The contract is within the limitations of the approved bid qualification list and has been reviewed and approved by the County Attorney's Office, Risk Management and Purchasing Services per Administrative Order AO-29. Funds are currently budgeted/encumbered for the Brevard Government Complex Security Service Contract.

In accordance with BCC-25, the Facilities Staff is respectfully requesting the Chair to sign and date the contract, and have the Clerk attest to the Chair's signature.

Clerk to the Board Instructions: Upon action by the Clerk, please contact Mary Bowers at 321-633-2050 or by email at mary.bowers@brevardfl.gov to return the fully executed contract to our office. The Clerk may retain one original for their records.

Feel free to contact our office if you have any questions.

Att: BOCC Approved Annual Supply Bids, Proposals, and Requests for Qualification List
AO-29 Contract Review and Approval Forms
Contract with Paragon Security Services, LLC



Kimberly Powell, Clerk to the Board, 400 South Street • P.O. Box 999, Titusville, Florida 32781-0999

Telephone: (321) 837-2001
Fax: (321) 264-6972
Kimberly.Powell@brevardclerk.us

August 4, 2021

MEMORANDUM

TO: Steven Darling, Central Services Director

RE: Item F.10., Permission to Issue Annual Supply Bids, Proposals, and Requests for Qualification (FY2021/2022) and/or Negotiate Competitive Agreements

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Your continued cooperation is greatly appreciated.

Sincerely,

BOARD OF COUNTY COMMISSIONERS
RACHEL M. SADOFF, CLERK

Kimberly Powell
Kimberly Powell, Clerk to the Board

/ds

Encl. (1)

cc: County Manager
Finance
Budget

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**BREVARD COUNTY
BOARD OF COUNTY COMMISSIONERS**

CONTRACT REVIEW AND APPROVAL FORM

SECTION I - GENERAL INFORMATION

1. Contractor: Paragon Security Services, LLC		2. Amount:	
3. Fund/Account #:		4. Department Name: Public Works/ Facilities	
5. Contract Description: Security services for courthouses, BOCC meetings, elections			
6. Contract Monitor: Hilary Biedul		8. Contract Type: SERVICES	
7. Dept/Office Director: Marc Bernath			
9. Type of Procurement: Invitation to Bid (ITB)			

SECTION II - REVIEW AND APPROVAL TO ADVERTISE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Biedul, Hilary	Digitally signed by Biedul, Hilary Date: 2022.03.01 08:07:57 -05'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Feingold, Debbie	Digitally signed by Feingold, Debbie Date: 2022.03.14 14:07:57 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Lairsey, Matt	Digitally signed by Lairsey, Matt Date: 2022.03.01 08:20:17 -05'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander	Digitally signed by Esseesse, Alexander Date: 2022.03.01 13:49:02 -05'00'

SECTION III - REVIEW AND APPROVAL TO EXECUTE

<u>COUNTY OFFICE</u>	<u>APPROVAL</u>		<u>SIGNATURE</u>	
	<u>YES</u>	<u>NO</u>		
User Agency	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Biedul, Hilary	Digitally signed by Biedul, Hilary Date: 2022.04.26 13:47:02 -04'00'
Purchasing	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wall, Katherine	Digitally signed by Wall, Katherine Date: 2022.05.03 12:42:40 -04'00'
Risk Management	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Wilson, Shannon	Digitally signed by Wilson, Shannon Date: 2022.04.26 14:12:01 -04'00'
County Attorney	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Esseesse, Alexander	Digitally signed by Esseesse, Alexander Date: 2022.04.26 15:19:11 -04'00'

SECTION IV - CONTRACTS MANAGEMENT DATABASE CHECKLIST

<u>CM DATABASE REQUIRED FIELDS</u>	<u>Complete</u> ✓
Department Information	<input type="checkbox"/>
Department	<input type="checkbox"/>
Program	<input type="checkbox"/>
Contact Name	<input type="checkbox"/>
Cost Center, Fund, and G/L Account	<input type="checkbox"/>
Vendor Information (SAP Vendor #)	<input type="checkbox"/>
Contract Status, Title, Type, and Amount	<input type="checkbox"/>
Storage Location (SAP)	<input type="checkbox"/>
Contract Approval Date, Effective Date, and Expiration Date	<input type="checkbox"/>
Contract Absolute End Date (No Additional Renewals/Extensions)	<input type="checkbox"/>
Material Group	<input type="checkbox"/>
Contract Documents Uploaded in CM database (Contract Form with County Attorney/ Risk Management/ Purchasing Approval; Signed/Executed Contract)	<input type="checkbox"/>
"Right To Audit" Clause Included in Contract	<input type="checkbox"/>
Monitored Items: Uploaded to database (Insurance, Bonds, etc.)	<input type="checkbox"/>

**CONTRACT FOR SERVICES
BETWEEN
PARAGON SECURITY SERVICES, LLC
AND
BREVARD COUNTY FLORIDA**

THIS CONTRACT is entered into the date of last signature below, by and between **Brevard County, Florida**, a political subdivision of the State of Florida (hereinafter the "County"), and **Paragon Security Services, LLC**, a business having its primary business location at 801 Avalon St. SE, Palm Bay, FL 32909 (hereinafter the "Contractor").

WHEREAS, the County issued I.T.B. #6-22-64, which is incorporated herein by this reference, seeking qualified contractor(s) to provide security services for the Brevard County Courthouses, Board of County Commissioners meetings, after hours meetings, and special events and

WHEREAS, Contractor submitted a response to the solicitation for such services; and

WHEREAS, Contractor's response has been reviewed by the County and is determined to be a responsive and responsible response and was deemed to be the most qualified submission, and serves a public benefit and public purpose.

NOW, THEREFORE, in consideration of the covenants herein contained, the sufficiency of which is hereby acknowledged, it is mutually agreed between the parties as follows:

1.0 RECITALS

1.1 The abovementioned recitals are true and correct and incorporated herein by this reference.

1.2 The following words and phrases, when used in this Contract shall have the following meanings:

- "COUNTY" shall mean BREVARD COUNTY, FLORIDA, through the Board of County Commissioners of Brevard County, Florida, or its duly appointed representative.
- "CONTRACTOR" shall mean PARAGON SECURITY SERVICES, LLC The term shall also include its employees, agents, subcontractor, and any other entity under its direction.
- "FACILITY" shall mean any building owned or leased by the County.
- "PROJECT MANAGER" shall mean the Contractor's chief coordinator for all work under this proposal and who normally oversees all proposal operations and makes final decisions, etc.
- "WORK" shall mean the completed services required by the project and contract documents.
- "CONTRACT DOCUMENTS" consist of each and every one of the following: all specifications and terms and conditions, all addenda heretofore issued, purchase order, and contract completion form.

- "MATERIALS" shall mean all items and services used in the execution and completion of repairs and installation services, including all installed parts and equipment. This includes any and all large rental equipment that would normally not be owned by individual vendors. This excludes (except when pre-approved by County) standard tools and machinery normally used in the industry.
- "RESPONSE" shall mean having a trained and qualified technician physically go to the site and evaluate services required in order to perform work within the designated time.
- "SUB-CONTRACT LABOR" shall mean other labor required whereby required specialization is not part of Contractor's employee workforce.
- "INSTALLER AND SERVICE MECHANIC" shall mean the Contractor's field-based representative (trained and qualified) who normally works independent from supervision, takes general instructions from the Foreman, is licensed and/or approved to complete HVAC installation and/or service work, and directs work of apprentices and helpers, etc.

2.0 **CONTRACT BASIS**

This Contract is based on I.T.B. # 6-22-64 for security services for the Brevard County Courthouses, Board of County Commissioner meetings, special events, and after-hours meetings. The terms of this Contract shall be effective **May 01, 2022 through April 30, 2025**. The Contract may be extended by mutual written agreement, for two (2) additional one (1) year periods. The County will notify the Contractor in writing ninety (90) days prior to the expiration of this Contract as to its intent to renew the Contract.

I.T.B. # 6-22-64 and the Contractor's response are incorporated herein by this reference. In the case of the conflicts between the Contract, I.T.B., and the Contractor's Response, the order of priority for these documents shall be this Contract, the I.T.B. and the Response. Any subsequent clarification letters and change orders will become part of the Contract.

Bid prices shall remain firm for the first thirty-six (36) months of this Contract. The awarded Contractor may have an opportunity to request an annual price adjustment for the fourth and subsequent years of this Contract. If applicable, the request for price adjustment must be submitted in writing no later than ninety (90) calendar days prior to the annual anniversary of the Contract start date. The request for price adjustment must include written justification (raw material price increase, labor, etc.) for the increase and a copy must be sent to the Central Services Director. Any approved request for price adjustment will not take effect until the anniversary of the Contract start date and any such granted price adjustment will be in effect for the remainder of the Contract following the said anniversary start date. Written request for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers. Any price adjustment shall be approved by the Central Services Director or designee prior to the new price becoming effective.

3.0 GENERAL INFORMATION

The Contractor agrees to provide the following work as outlined in the Scope of Services, which is attached hereto as Attachment A: **B-6-22-64 ITB and Specs** and incorporated herein by this reference.

4.0 PRICING

The Parties agree to provide the services outlined in this Contract in accordance with the pricing/pay schedule attached hereto as Attachment B: **B-6-22-64 Bid Tabulation** and incorporated herein by this reference.

5.0 HOURS/POST ASSIGNMENTS

The Contractor agrees to provide the following work as outlined in the Scope of Services, which is attached hereto as Attachment A: **B-6-22-64 ITB and Specs** and incorporated herein by this reference.

Guard hours for the M, T, W, Th shift at the Harry T. & Harriette V. Moore Justice Center is 7:30 a.m. – 2:30 p.m.

SUPPLEMENTAL INFORMATION

1. SECURITY AND IDENTIFICATION

- A. All costs for background investigations shall be Contractor's responsibility. The County will have the right to request any additional investigative background information including, but not limited to, the employment record, Right-To-Know records, training records, payroll records, position for which hired including site location of any personnel assigned to perform the services. The Contractor shall furnish, in writing, such information to the extent allowed by law, prior to commencement of services. The County reserves the right to conduct its own investigation of any employee of the Contractor.

- B. Background Checks for the Contractor's staff must be approved by the County prior to working in any County facility. Contractors are responsible for obtaining the necessary forms for background checks and submit it to the Facilities Service Support Manager.

For security purposes and to maintain privacy when submitting FDLE Background Checks via e-mail the subject line of the email must contain the following language:

EXEMPT

Due to the time required to process background checks, the Contractor should allow 2-3 weeks turn-around time. A County Representative will inform the contractor of their Background Check results.

Upon Background Check approval, the Contractor's staff shall go to the Brevard County Facilities Division located at 2725 Judge Fran Jamieson Way, Bldg A, Viera, FL 32940 with a State of Florida I.D. or Driver's License to obtain their Brevard County photo I.D. badge.

- C. Contractor personnel shall be required to complete the following minimum screening procedures:

A state of residency and national fingerprint-based record check shall be conducted for all contract personnel and rechecked every two years for employees who have direct access to the County facilities.

1. If a record of any kind is found, building access for that employee shall be delayed pending review of the criminal history record information. The Contractor will be notified as to the pending delay.
2. When identification of an employee with a criminal history has been established by fingerprint comparison, said criminal history will be reviewed to determine whether the employee will be granted access.
3. A Contractor employee found to have a criminal record consisting of felony conviction(s) will be disqualified, and denied access.

4. A Contractor employee will also be denied access on the basis of confirmation that arrest warrants are outstanding for said employee.
 5. Facilities Division will maintain a list of Contractor personnel who have been authorized access to the County facilities.
 6. A Contractor's employee with a record of misdemeanor offense(s) may be granted access if it is determined that the nature or severity of the misdemeanor offense(s) do not warrant disqualification. The decision of the State Attorney or Sheriff's Office shall be final.
-
- D. Contractor's employees will not be allowed to work in Brevard County facilities without completed and approved background investigations.
 - E. Upon termination or transfer of any employee of the Contractor working under this contract, the Contractor shall immediately notify the County's Representative, in writing, of such termination and return said employee's Brevard County photo I.D. badge to the Facilities Support Service Manager.
 - F. The Contractor shall report the arrest of any employee working under the terms of this Contract to the County's Representative within twenty-four (24) hours of the arrest or knowledge of the arrest. It shall be subject to the approval of the County whether the employee shall continue to work at County locations within this Contract.
 - G. The Contractor shall remove from County premises any of his employees who, in the opinion of the County's Representative, is not performing the services in a proper manner or does not comply with the rules and regulations of the County. The Contractor shall in no way, interpret such removal to require dismissal or other disciplinary action of the employee. The County's Representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Contractor shall establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County.
 - H. The Contractor shall not use employees of any temporary employment agency to supplement his work force in County buildings for any reason. Only Contractor employees shall be used to perform the required services of this contract unless otherwise approved, in writing, by the County's Representative.
 - I. The Contractor shall prevent its employees from tampering with any owned items of County employees or County-owned property, or entering into any unauthorized area unless required in the performance of the services outlined herein.
 - J. Contractor personnel are required to wear uniforms and employer identification badges displaying their company name to adequately identify them as company staff. The contractor shall ensure that all of its employees are clean, neat and appropriately attired during performance of the services.

- K. The Contractor shall ensure all employees prominently wear the ID badge on the front of his or her uniform at all times while on County premises.
- L. Access to a site must be coordinated through the County's Representative.
- M. Sixty (60) days prior to each Contract renewal or contract end, the Contractor's Brevard County photo ID badge will be inventoried by the Facilities Support Service Manager. At that time, the Contractor will be advised of any missing ID cards. If any ID Cards are missing, the Contractor will be charged a \$10.00 fee per each missing ID badge.

2. **TERMINATION OF CONTRACT FOR CAUSE**

The County shall have the right at any time and at all times to terminate this Contract for cause, and it is agreed that the violation by the Contractor of any covenant or provision contained in the Contract, or the failure or refusal of Contractor to abide by or carry out any covenants or provision of this Contract, shall be and constitute sufficient cause for which the County may terminate this Contract. In the event the County shall elect to terminate this Contract for cause, the County shall notify the Contractor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective, whereupon the Contractor shall (1) vacate the facility on or before said date, and (2) remove the Contractor's employees and property from the facility, return all keys, badges, access cards, and all other items issued to the Contractor by Brevard County on or before said date. The Contractor shall have no further rights and the County shall have no further obligation to the Contractor, pursuant to this Contract subsequent to the date that the County terminates this Contract for cause.

3. **TERMINATION OF CONTRACT WITHOUT CAUSE**

The County and Contractor shall have the right at any time and at all times to terminate this Contract without cause, upon written notice of such termination not less than sixty (60) days prior to the date that such termination shall be effective. In the event the County shall elect to terminate this Contract without cause, the County shall notify Contractor thereof in writing and shall therein specify the date (not earlier than sixty (60) days after the date of delivery of said written notice by the County to the Contractor) on which this Contract shall terminate. Upon receipt of such written notice the Contractor agrees (1) to vacate the facility on the contract termination date specified in said written notice, return any keys, security access cards, badges, and all other items used to access facilities, and (2) to remove Contractor's employees and property from the facility on the contract termination date specified in said written notice. The Contractor agrees to abide by and carry out all covenants and provisions of this Contract until the date of termination specified in the aforesaid written notice of termination of this Contract without cause. The Contractor shall have no further rights, and the County shall have no further obligation to the Contractor, pursuant to this Contract subsequent to the date of termination of this Contract as specified in said written notice. The Contractor shall be entitled to payment of all undisputed charges incurred for authorized and approved work under this Contract.

4. **INSURANCE REQUIREMENTS**

The Contractor providing services under this Contract will be required to procure and maintain, at their own expense and without cost to the County, until final acceptance by the County of all products or services covered by the purchase order or Contract, the

following types of insurance. The policy limits required are to be considered minimum amounts:

General Liability Insurance policy with a \$ 1,000,000 combined single limit for each occurrence to include the following coverage: Operations, Products and Completed Operations, Personal Injury, Contractual Liability covering this contract, "X-C-U" hazards, and Errors & Omissions.

Auto Liability Insurance which includes coverage for all owned, non-owned and rented vehicles with a \$ 1,000,000 combined single limit for each occurrence.

Workers' Compensation and Employers Liability Insurance covering all employees of the Contractor and subcontractors, as required by law.

In the event that the Contract involves professional or consulting services, in addition to the aforementioned insurance requirements, the Contractor shall also be protected by a Professional Liability Insurance Policy in the amount of \$1,000,000 per claim.

In the event the Contract involves services related to construction projects the Contractor shall also procure and maintain a Builders Risk Insurance Policy or Installation Floater with loss limits equal to the value of the construction project.

In addition to the above, Specialty Insurance policies covering specific risks of loss (including but not limited to, for example; Longshore coverage, Crane and Rigging, Inland Marine, etc.) may be required by Brevard County Insurance and Risk Management. Any additional specialty insurance coverage requirement will be dictated by the specific goods, products or services provided under the subject contract and insurance underwriting standards, practices, procedures or products available in the commercial insurance market at the time of the Contract inception. The Contractor is required to procure and maintain all such specialty coverage in accordance with prudent business practices within the Contractor's industry.

The Contractor shall have five (5) days to provide certificates of insurance to the County demonstrating that the aforementioned insurance requirements have been met prior to the commencement of work under this Contract. The certificates of insurance shall indicate that the policies have been endorsed to cover the County, its officers, employees, and agents, and the Brevard County Sheriff's Office, its officers, employees, and agents, as additional insured (a waiver of subrogation in lieu of additional insured status on the workers compensation policy is acceptable) and that these policies may not be canceled or modified without thirty (30) days prior written notice to the County by the Insurer.

The insurance coverage enumerated above constitutes the minimum requirements and shall in no way lessen or limit the liability of the Contractor under the terms of the Contract. Subcontractor's insurance shall be the responsibility of the Contractor.

5. **HOLD HARMLESS AND INDEMNIFICATION**

The Contractor shall assume full responsibility for and shall indemnify the County for any and all loss or damage of whatsoever kind and nature to all County property which is in its custody or under its control for service under this Contract resulting in part from the negligent, reckless, intentional, or willful act(s) or omission(s) of the Contractor, and its subcontractors, or employee, agent, or representative of the Contractor. The parties agree

that specific consideration has been exchanged for this indemnification and hold harmless provision.

The County shall be held harmless by the Contractor against any and all claims for and related in any way to bodily injury, sickness, disease, death, personal injury, damages to property of any kind (loss of use of any property or assets resulting therefrom), schedule delay claims of any kind, including, but not limited to loss of efficiency or productivity, arising out of or resulting from the performance of the products or services for which the County is contracting hereunder, to the extent caused by the negligent, reckless, intentional, or willful wrongful acts or omissions of the Contractor, or any of its agents, employees, or subcontractors.

The Contractor agrees to fully indemnify the County and pay the costs of the County, including, but not limited to, reasonable fees for attorneys selected by the County, for all claims described in the hold harmless clause above. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy. This indemnification shall survive the termination of this Contract. The County's indemnity and liability obligations shall be subject to the County's common law right of sovereign immunity and limited to the extent of the protections of and limitations on damages as set forth in Section 768.28, Florida Statutes, as may be amended. Nothing in this Contract is intended to inure to the benefit of any third party for the purposes of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law. Nothing contained in this section is intended to nor shall it constitute a waiver of sovereign immunity by the County.

6. **PROTECTION OF PROPERTY**

The Contractor shall at all times guard from damage or loss to property of the County or other vendors or contractors and shall replace or repair any loss or damage unless such is caused by the County, other vendors or contractors. The County may withhold payment or make such deductions, as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the Contractor or agents.

7. **RIGHT TO AUDIT RECORDS**

The County and its auditors shall be entitled to audit the books and records of the Contractor to the extent that such books and records relate to the performance of this Contract. Said records shall be made available, upon request, for audit purposes to Brevard County and its auditors. Such books and records shall be maintained by the Contractor for a period of five (5) years from the date of final payment under this Contract and any extensions/renewals unless a shorter period is otherwise authorized in writing.

8. **FEDERAL TAX ID NUMBER**

The Contractor shall provide the County with its Federal Tax ID Number.

9. **ATTORNEYS FEES**

In the event of any legal action to enforce the terms of this Contract each party shall bear its own attorney's fees and costs.

10. **GOVERNING LAW**

This Contract shall be governed, interpreted and construed according to the Laws of the State of Florida.

11. **VENUE**

Venue for any legal action by any party to this Contract to interpret, construe or enforce the terms of this Contract shall be in a court of competent jurisdiction in and for Brevard County, Florida and **ANY TRIAL SHALL BE NON-JURY.**

12. **JOINT USE**

This Contract is available for joint use by other governmental agencies including the State of Florida, its agencies, other counties, cities, municipalities and school districts, at their own discretion. Each agency selecting to use this Contract shall do so independently of any other governmental entity. Each agency shall be responsible for its own purchases.

13. **ACCEPTANCE AND PAYMENT**

Acceptance of the work by Contractor shall be upon completion of the work to the satisfaction of the County, which approval shall not be unreasonably withheld. The County shall remit payment upon acceptance in accordance with the Local Government Prompt Payment Act, Section 218.70, Florida Statutes, et seq.

14. **PUBLIC RECORDS**

The County is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable statutes. If the materials provided by the Contractor do not fall under a specific exemption under Florida or federal law, materials provided by the Contractor to the County will have to be provided to anyone making a public records request. It will be the Contractor's duty to identify the information it deems is exempt/confidential under Florida or federal law, and identify the statute, by number, that exempts such information.

Should any person or entity make a public records request to the County requiring the the County to allow inspection or provide copies of records for which the Contractor maintains are exempt/confidential, it shall be the Contractor's obligation to provide the County, within twenty-four (24) hours (not including weekends and legal holidays), of notification by the County to the Contractor of the request, of the specific exemption or confidentiality provision so the County will be able to comply with the requirements in Chapter 119, Florida Statutes.

Should the County face any kind of legal action to require or enforce inspection or production of any records provided by the Contractor to the County which the Contractor maintains are exempt or confidential from such inspection/production as a public record, then the Contractor shall hire and compensate attorney(s) who shall represent the interests of the County in defending such action. The Contractor shall also pay any costs to defend such action and shall pay any costs and attorney fees which may be awarded pursuant to Section 119.12, Florida Statutes.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF

PUBLIC RECORDS AT THE FACILITIES DEPARTMENT: Mary Bowers, mary.bowers@brevardfl.gov, (321) 633-2050, 2725 Judge Fran Jamieson Way, A207, Viera, FL 32940.

15. EMPLOYMENT VERIFICATION

The Contractor shall comply with Section 448.095, Florida Statutes, and:

- a. shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Contract; and
- b. shall expressly require any subcontractors performing work or providing services pursuant to this Contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired by the subcontractor during the Contract term; and
- c. shall obtain an affidavit stating that any subcontractor(s) it enters into a contract with, does not employ, contract with, or subcontract with an unauthorized alien; and
- d. agrees to maintain records of its participation and compliance with the provisions of the E-Verify program, including participation by its subcontractors as provided above, and to make such records are made available to the County consistent with the terms of the Contractor's enrollment in the program. This includes maintaining a copy of proof of the Contractor's and subcontractors' enrollment in the E-Verify Program.

Compliance with the terms of this section is made an express condition of this Contract and the County may treat a failure to comply as a material breach.

Nothing in this section may be construed to allow intentional discrimination of any class protected by law.

16. SCRUTINIZED COMPANIES

The Contractor certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the County may immediately terminate the Contract at its sole option if the Contractor or its subcontractors are found to have submitted a false certification; or if the Contractor or its subcontractors are placed on the Scrutinized Companies that boycott Israel List or is engaged in the boycott of Israel during the term of the Contract.

If this Contract is for more than one million dollars, the Contractor certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the County may immediately terminate this Contract at its sole option if the Contractor, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Contractor, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Contract.

17. **SEVERABILITY**

If any of the provisions contained in this Contract are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this Contract shall be construed as if such invalid, illegal, unenforceable provision had never been contained herein.

18. **COUNTERPARTS**

This Contract may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts, together, shall constitute one in the same.

19. **MODIFICATIONS**

This Contract shall not be modified or altered unless done so in writing by both parties and signed by each party's respective authorized representative.


20. **ACCEPTANCE AND ENTIRE AGREEMENT**

This instrument embodies the entire Agreement between the County and Paragon Security Services, LLC (Contractor). The undersigned have caused this Contract to be duly executed by their respective authorized representative and shall be effective the date of last signature below. Any modifications or amendments must be in writing and agreed to by all parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals on the day and year last written below. This Contract may be executed in counterparts, each of which shall be deemed an original and, together, shall constitute an original executed Contract.

ATTEST:


Rache Sadoff, Clerk

BREVARD COUNTY, FLORIDA


Kristine Zonka, Chair Date
Brevard County Commission

As approved by the Board: 08/03/2021

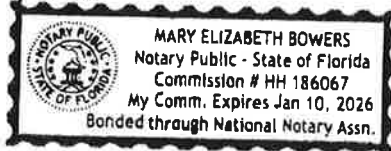
PARAGON SECURITY SERVICES, LLC

By: 
Shaun McFadden, President Date

STATE OF Florida
COUNTY OF Brevard

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this May 23, 2022 by Shaun McFadden for Paragon Security a Florida corporation, on behalf of the corporation, he/she is personally known to me or has produced Known as identification.

Notary Seal



Notary Public 

Notary Signature _____

My Commission Expires _____