

CITY OF HALLANDALE BEACH (COHB)  
400 SOUTH FEDERAL HIGHWAY  
HALLANDALE BEACH, FL 33009  
PH: 954-457-1333  
[WWW.COHB.ORG/SOLICIATIONS](http://WWW.COHB.ORG/SOLICIATIONS)



**INVITATION TO BID (ITB)**  
**BID # FY 2018-2019-011**

**CITY OF HALLANDALE BEACH POLICE DEPARTMENT**  
**PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE**  
**AND ACCESSORIES**

<u>BID DOCUMENT RELEASED</u>	<u>AUGUST 1, 2019</u>
<u>NON-MANDATORY PRE-BID CONFERENCE</u>	<u>AUGUST 5, 2019 @ 11:00 A.M.</u>
<u>QUESTIONS DUE</u>	<u>AUGUST 7, 2019 @ 11:00 A.M.</u>
<u>DEADLINE FOR RECEIPT OF PROPOSALS</u>	<u>AUGUST 21, 2019 @ 11:00 A.M.</u>
<u>SUBMIT TO:</u>	<u>CITY OF HALLANDALE BEACH</u> <u>OFFICE OF THE CITY CLERK –</u> <u>SUITE 204</u> <u>400 SOUTH FEDERAL HIGHWAY</u> <u>HALLANDALE BEACH, FL 33009</u>
<u>THE DATES SHOWN ABOVE ARE SUBJECT TO CHANGE VIA ADDENDUM</u>	

### **BID DOCUMENTS**

This Bid is composed of the following items which all Bidders must review prior to submittal of Bidders response:

- Bid Document
- Exhibit A - COHB Police Department Glock Inventory List Trade-In-Allowance

All proposals must be submitted in accordance with the Bid document which may be obtained online at [www.cohb.org/solicitations](http://www.cohb.org/solicitations)

### **MINIMUM QUALIFICATION REQUIREMENTS (MQRs):**

1. This Bid contains Minimum Qualification Requirements (MQRs) which the Bidder **must** meet in order for the Bidder to be considered responsive.
2. **Please read the MQRs to ensure Bidder meets these requirements prior to submitting a response to this Bid.**
3. **All Minimum Qualification Requirements (MQRs) must be submitted with Bidder's response.**
4. Please note that the information for the Projects/Contracts for MQR # 3 must be the same as the Projects/Contracts provided within the Reference Check form.
5. Bidder(s) that do not comply with MQRs will be determined non-responsive and disqualified from the evaluation process and their Bids will not be evaluated.
6. Bidder(s) awarded the Contract will be required to maintain Minimum Qualification Requirements #1 and # 2 during the term of the Contract and any Contract renewals.

#### **Minimum Qualification Requirement # 1: Years in Business- Sunbiz:**

Bidder must be incorporated through Sunbiz with a status of "Active". Provide a copy of your Sunbiz with your Bid showing a date filed of **2013** or earlier.

#### **Minimum Qualification Requirement # 2: Licenses:**

Bidder **must** provide a valid copy of the Type 01- Dealer in Firearms other than Destructive Devices license issued by United States Department of Justice, Federal Firearms License in accordance with Chapter 44, Title 18, United States Code, and the regulations issued thereunder, until the expiration date shown on license. <https://fflezcheck.atf.gov/fflezcheck/>

Bidder **must** provide a copy of **all** applicable license(s) with their response.

**Minimum Qualification Requirement (MQR) # 3: Trade-In-Allowance**

- a. Bidder must offer a trade-in allowance for all of the current City owned Glock firearms.



Yes, Bidder agrees to provide a trade in allowance for all of the City owned Firearms.

**Minimum Qualification Requirement (MQR) # 4: Previous Client(s):**

Please note the information for the Previous Client(s) below **must** be the same as the Previous Client(s) requested within the Reference Check Form Section.

- a. Bidder must be fully capable and experienced in the provisions of the scope of work and specifications in this Bid.
- b. Bidder must have sold to three (3) companies and/or government entities within the last five (5) years. Each sale must have totaled in the amount of one hundred (100) or more guns.

**Bidders must provide proof of MQR # 4 Previous Client(s) on the following chart(s):**



Name of Previous Client # 1:	Hillsborough Cnty Sheriff
Name of entity for which firearms were provided to:	Hillsborough Cnty Sheriff
Updated contact name, address, phone number, and email for Project Manager where firearms were provided to:	Roland Corales, Range Master 14063 cr 39 South rcorales@hcsd. Lithia, FL 33547 - tampa.fl.us
Provide Job Title of Project Manager / Contact:	Range Master
Name of the Firm awarded the Contract:	Lois Police Dist. Inc.
Provide Budget for the Project:	Start: \$ Final: \$ 1,042,000.00
Is this a government entity	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Date when Project started:	Month: 05 Year: 2019
Date when Project was completed:	Month: 06 Year: 2019
Is this an on-going contract?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
a. Provide detailed information about the purchase? Purchase of Glock Firearms/ Trade in Allowance Accessories	
b. Was purchase made with a trade-in allowance for the owned firearms.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
c. Bidder must have sold to three (3) companies and/or government entities within the last five (5) years.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
d. How many firearms were sold through the contract?	1936





Name of Previous Client # 2:	Osceola Cnty Sheriff
Name of entity for which firearms were provided to:	Osceola Cnty Sheriff
Updated contact name, address, phone number, and email for Project Manager where firearms were provided to:	MARK NAGY, Range Master mnagy@osceola.org - 407-309-1810 2601 E. Trlo Bronson Memorial Hwy Kissimmee FL 34744
Provide Job Title of Project Manager / Contact:	Range Master.
Name of the Firm awarded the Contract:	Louis Police Dist Inc.
Provide Budget for the Project:	Start: \$ Final: \$ 126790.00
Is this a government entity	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Date when Project started:	Month: 05 Year: 19
Date when Project was completed:	Month: 08 Year: 19
Is this an on-going contract?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
a. Provide detailed information about the purchase?	Purchase of Glock Firearms/ Trade in w/ Accessories
b. Was purchase made with a trade-in allowance for the owned firearms.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
c. Bidder must have sold to three (3) companies and/or government entities within the last five (5) years.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
d. How many firearms were sold through the contract?	310



Name of Previous Client # 3:	Clearwater Police Dept.
Name of entity for which firearms were provided to:	Clearwater Police Dept.
Updated contact name, address, phone number, and email for Project Manager where firearms were provided to:	Rob Beruvides, Range Master roberto.beruvides@myclearwater.com 727-562-4255 - 100 S Myrtle Avenue Clearwater, FL 33756
Provide Job Title of Project Manager / Contact:	Range Master
Name of the Firm awarded the Contract:	Un's Police Dist. Inc.
Provide Budget for the Project:	Start: \$ Final: \$ #148,642. <sup>50</sup>
Is this a government entity	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
Date when Project started:	Month: 03 Year: 19
Date when Project was completed:	Month: 06 Year: 19
Is this an on-going contract?	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
a. Provide detailed information about the purchase?	Purchase of Glock Firearms w/ Accessories
b. Was purchase made with a trade-in allowance for the owned firearms.	<input type="checkbox"/> Yes or <input checked="" type="checkbox"/> No
c. Bidder must have sold to three (3) companies and/or government entities within the last five (5) years.	<input checked="" type="checkbox"/> Yes or <input type="checkbox"/> No
d. How many firearms were sold through the contract?	285

**BID PRICE SHEET:**

- I. Bidder must use the Bid Price Sheet below to submit Bidder's price for this Project.
- II. Bidder must hold the unit Bid Prices firm throughout the Contract period.
- III. The City reserves the right to increase, decrease, and/or choose the items and quantities below for the Project to meet its available budget using the unit prices provided below.
- IV. Bidder must completely fill out each column below, i.e. unit price and total.
- V. Not applicable or "N/A" is not acceptable and will cause Bidder to be determined non-responsive. An authorized officer per the Bidders Sunbiz, must sign the Total Bid Price Sheet.
- VI. The award will be to the lowest responsive responsible Bidder for Total Bid Amount for Items No. 1-18 Minus (-) Total Trade-In-Allowance Bid Amount for Items No. 1-3

ITEM NO.	BRAND ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	GLOCK 17 GEN 5 9MM PISTOL WITH AMGLO BOLD NIGHT SIGHTS AND 3 MAGAZINES	35	EACH	\$ 428. <sup>50</sup>	\$ 14,997. <sup>50</sup>
2.	GLOCK 19 GEN 5 9MM PISTOL WITH AMGLO BOLD NIGHT SIGHTS AND 3 MAGAZINES	25	EACH	\$ 428. <sup>50</sup>	\$ 10,712. <sup>50</sup>
3.	GLOCK 45 GEN 5 9MM PISTOL WITH AMGLO BOLD NIGHT SIGHTS AND 3 MAGAZINES	50	EACH	\$ 428. <sup>50</sup>	\$ 21,425. <sup>00</sup>
4.	REMINGTON .223CAL #L223R3 .55GR MC- PER CASE OF 200RDS	5	EACH	\$ 71.18	\$ 355. <sup>90</sup>
5.	REMINGTON 9MM #L9MM3 .115GR MC - PER CASE OF 500RDS	2	EACH	\$ 97. <sup>05</sup>	\$ 194. <sup>10</sup>
6.	SAFARILAND 7TS ALS/SLS TAC HOLDS W/LIGHT RH	75	EACH	\$ 101. <sup>60</sup>	\$ 7620. <sup>00</sup>
7.	SAFARILAND 7TS ALS/SLS TAC HOLDS W/LIGHT LH	8	EACH	\$ 101. <sup>60</sup>	\$ 812. <sup>80</sup>





8.	SAFARILAND 7TS ALS/SLS MID DUTY HOLDS W/LIGHT RH	35	EACH	\$ 101. <sup>60</sup>	\$ 3556. <sup>00</sup>
9.	SAFARILAND 7TS ALS/SLS MID DUTY HOLDS W/LIGHT LH	7	EACH	\$ 101. <sup>60</sup>	\$ 711. <sup>20</sup>
10.	SAFARILAND 7TS LEVEL II HOLST FOR G17 G5 W/X300 RH	35	EACH	\$ 37. <sup>00</sup>	\$ 1295. <sup>00</sup>
11.	SAFARILAND 7TS LEVEL II HOLST FOR G17 G5 W/X300 LH	7	EACH	\$ 37. <sup>00</sup>	\$ 259. <sup>00</sup>
12.	SAFARILAND 7TS LEVEL II HOLST FOR G19 G5 W/X300 RH	75	EACH	\$ 37. <sup>00</sup>	\$ 2775. <sup>00</sup>
13.	SAFARILAND 7TS LEVEL II HOLST FOR G19 G5 W/X300 LH	8	EACH	\$ 37. <sup>00</sup>	\$ 296. <sup>00</sup>
14.	SAFARILAND 7TS BELT HOLST FOR G17 G5 NO LIGHT RH	35	EACH	\$ 29. <sup>00</sup>	\$ 1015. <sup>00</sup>
15.	SAFARILAND 7TS BELT HOLST FOR G17 G5 NO LIGHT LH	7	EACH	\$ 29. <sup>00</sup>	\$ 203. <sup>00</sup>
16.	SAFARILAND 7TS BELT HOLST FOR G19 G5 NO LIGHT RH	75	EACH	\$ 29. <sup>00</sup>	\$ 2175. <sup>00</sup>
17.	SAFARILAND 7TS BELT HOLST FOR G19 G5 NO LIGHT LH	8	EACH	\$ 29. <sup>00</sup>	\$ 232. <sup>00</sup>
18.	SUREFIRE X300U-A 1000 LUMEN LED WEAPONLIGHT	125	EACH	\$ 199. <sup>98</sup>	\$ 24,997. <sup>50</sup>
TOTAL BID AMOUNT FOR ITEMS NO. 1 – 18:				\$ 93,632. <sup>50</sup>	



### TRADE-IN- ALLOWANCE

1. The City is requesting a trade-in-allowance for all of the current City owned Glock Firearms, see Exhibit A – COHB Police Department Glock Inventory List Trade-In-Allowance.
2. The Total Trade-In Allowance Bid Amount for Items 1-3 and will be deducted from the Total Bid Amount for Items 1-18.

ITEM NO.	BRAND ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL
1.	GLOCK 22 GEN 3	80	EACH	\$ 255. <sup>00</sup>	\$ 20,400. <sup>00</sup>
2.	GLOCK 23 GEN 3	33	EACH	\$ 255. <sup>00</sup>	\$ 8,415. <sup>00</sup>
3.	GLOCK 27 GEN 3	25	EACH	\$ 265. <sup>00</sup>	\$ 6,625. <sup>00</sup>
TOTAL TRADE – IN- ALLOWANCE BID AMOUNT FOR ITEMS NO. 1 – 3:				\$ 35,440. <sup>00</sup>	

The award of the contract will be for the following amount:

TOTAL BID AMOUNT FOR ITEMS NO. 1 – 18 Minus (-) TOTAL TRADE -IN- ALLOWANCE BID AMOUNT FOR ITEMS NO. 1 – 3:	\$ 93,632. <sup>50</sup> - 35,440. <sup>00</sup> \$ 58,192. <sup>50</sup>
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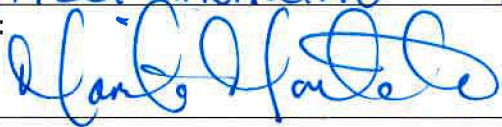
I, Linda Riccobono, President  
Name of authorized Officer per Sunbiz Title

of Lou's Police Distributors Inc  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature] Linda Riccobono  
Signature of Authorized Officer per Sunbiz Print Name

**THIS BID SUBMITTED BY:**

COMPANY/FIRM:	Lo's Police Distributors, Inc.
ADDRESS:	7815 W 4 Ave
CITY & STATE:	Hialeah, FL
ZIP CODE:	33014
TELEPHONE:	305-416-0000
DATE OF BID:	August 1, 2019
FACSIMILE NUMBER:	305-825-8832
E-MAIL ADDRESS:	mar@lospolice.com
FEDERAL ID NUMBER:	26-0472002
NAME & TITLE PRINTED:	Maritza Montalvo V/P of Sales
SIGNED BY:	

WE (I) the above signed hereby agree to furnish the item(s), service(s) and have read all attachments including specifications, terms and conditions and fully understand what is required.

The Invitation to Bid, Specifications, Bid Forms, and/or any other pertinent document form a part of this Bid and by reference made a part hereof. Signature indicates acceptance of all terms and conditions of the Bid.

**VARIANCE FORM**

Bidder must provide and state any and all Variances to this BID, Specifications, the Terms and Conditions and City Form Agreement on this Variance Form (provide additional pages if necessary).

After award of Contract through City Commission, via Resolution, the awarded Bidder's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variances presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Bidder for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Carolyn Allen-Smith, via email [csmith@cohb.org](mailto:csmith@cohb.org) within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed Agreement to the City within five (5) business days from receipt may result in loss of award. Variances requested to either the Bid, the Terms and Conditions and the City Form Agreement may result in the City rescinding award of contract.

If Bidder has no Variances, please state "None" below. This form must be provided back in your Bid.

"NONE"





**LEGAL PROCEEDINGS FORM**

Bidder must provide items a-d with response. **Provide all applicable documents per category checked as an attachment.** Bidder must ensure your response is addressing by title for each item a-d below. If an item(s) is not applicable, Bidder must check off as applicable stating "N/A" and authorized officer per Sunbiz to provide signature.

- a. **Arbitrations:** List all arbitration demands filed by or against your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties and the ultimate resolution of the proceeding.

☐ Check here if provided

☒ Check here if Not Applicable (N/A)

- b. **Lawsuits:** List all lawsuits filed by or against, your Firm in the last five (5) years, and identify the nature of the claim, the amount in dispute, the parties, and the ultimate resolution of the lawsuit.

☐ Check here if provided

☒ Check here if Not Applicable (N/A)

- c. **Other Proceedings:** Identify any lawsuits, administrative proceedings, or hearings initiated by the National Labor Relations Board, Occupational Safety and Health or similar state agencies in the past five (5) years concerning any labor practices or Project safety practices by your Firm. Identify the nature of any proceeding and its ultimate resolution.

☐ Check here if provided

☒ Check here if Not Applicable (N/A)

- d. **Bankruptcies:** Has your Firm or its parents or any subsidiaries ever had a Bankruptcy Petition filed in its name, voluntarily or involuntarily? (If yes, specify date, circumstances, and resolution).

☐ Check here if provided

☒ Check here if Not Applicable (N/A)

- e. **Settlements:** Identify all settlements for your Firm in detail in the last five (5) years.

☐ Check here if provided

☒ Check here if Not Applicable (N/A)

I, Linda R. Riccobono, President  
Name of Authorized Officer per Sunbiz Title

of Law's Police Distributors, Inc.  
Name of Bidding Firm as it appears on Sunbiz

I hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature]  
Signature of Authorized Officer per SunBiz

Linda R. Riccobono  
Print Name of Authorized Officer per SunBiz



**PUBLIC ENTITY CRIME FORM**

**SWORN STATEMENT PURSUANT TO SECTION 287.133(2) (a),  
FLORIDA STATUTES,  
PUBLIC ENTITY CRIME INFORMATION**

"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 bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies 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 Section 287.017, for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list."

By: Linda R. Riccobono

Title: President

Signed and Sealed 12 day of August, 2019

**Domestic Partnership Certification Form**

**This form must be completed and submitted with Bidder's submittal.**

**Equal Benefits Requirements** As part of the competitive solicitation and procurement process a Contractor seeking a Contract shall certify that upon award of a Contract it will provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses. Failure to provide such certification shall result in a Contractor being deemed non-responsive.

**Domestic Partner Benefits Requirement** means a requirement for City Contractors to provide equal benefits for domestic partners. Contractors with five (5) or more employees contracting with City, in an amount valued over \$50,000, provide benefits to employees' spouses and the children of spouses.

The Firm providing a response, by virtue of the signature below, certifies that it is aware of the requirements of City of Hallandale Beach Ordinance 2013-03 Domestic Partnership Benefits Requirement, and certifies the following:

**Check only one box below:**

- ☒ 1. The Bidder certifies and represents that it will comply during the entire term of the Contract with the conditions of the Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, or
- ☐ 2. The Bidder does not need to comply with the conditions of Ordinance 2013-03, Section 23-3, Domestic Partner Benefits Requirement of the City of Hallandale Beach, because of allowable exemption: **(Check on y one box below):**
- ☐ The Bidder's price for the contract term awarded is \$50,000 or less.
  - ☐ The Bidder's employs less than five (5) employees.
  - ☐ The Bidder's does not provide benefits to employees' spouses nor spouse's dependents.
  - ☐ The Bidder is a religious organization, association, society, or non-profit charitable or educational institution or organization operated, supervised or controlled by or in conjunction with a religious organization, association or society.
  - ☐ The Bidder is a government entity.
  - ☐ The contract is for the sale or lease of property.



- ☐ The covered contract is necessary to respond to an emergency.
- ☐ The provision of Ordinance 2013-03, Section 23-3 Definition, of the City of Hallandale Beach, would violate grant requirements, the laws, rules or regulations of federal or state law.

I, Linda R. Riccobono, President  
Name of authorized Officer per Sunbiz Title  
of LOU'S Police Distributors, Inc.  
Name of Firm as it appears on Sunbiz

hereby attest that I have the authority to sign this notarized certification and certify that the above referenced information is true, complete and correct.

[Signature]  
Signature

LINDA Riccobono  
Print Name

STATE OF Florida

COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED BEFORE ME THIS 12 DAY OF  
August, 2019 BY Linda Riccobono

TO ME PERSONALLY KNOWN OR PRODUCED IDENTIFICATION:

Personally Known  
(type of ID)

Orlando Rioseco Jr  
Signature of Notary

[Signature]  
Print Name of Notary Public

April 18, 2020  
Commission expires





**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship below. Pursuant to the City of Hallandale Beach Standards of ethics any potential conflict of interest must be disclosed and if requested, obtain a conflict of interest opinion or waiver from the Board of Directors prior to entering into a contract with the City.

**1. Name of Bidder**

LOW'S POLICE DISTRIBUTORS, INC.

**2. Describe each affiliation or business relationship with an employee, board member, elected official(s) or an immediate family member of any such person of the City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency, if none so state.**

NONE

**3. Name of City of Hallandale Beach or Hallandale Beach Community Redevelopment Agency employee, board member, elected official(s) or immediate family member with whom filer/respondent/Firm has affiliation or business relationship, if none so state.**

NONE

**4. Describe any other affiliation or business relationship that might cause a conflict of interest, if none so state.**

NONE

**CONFLICT OF INTEREST NOTIFICATION REQUIREMENT QUESTIONNAIRE**

**5.**

[Signature]

Signature of person/Bidder

8/12/19

Date





**DRUG-FREE WORKPLACE FORM**

The undersigned vendor in accordance with Florida Statute 287.087

Hereby certified that LOW'S POLICE DISTRIBUTORS INC does:  
(Name of Business)

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 subsection (1).
4. In the statement specified in subsection (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 1893 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 of this section.

As a person authorized to sign the statement, I certify that this Firm complies fully with the above requirements.

DATE:	8/12/19		BIDDER'S SIGNATURE:
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ANTI-KICKBACK AFFIDAVIT

STATE OF Florida )  
COUNTY OF Miami Dade ) SS:

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein Bid will be paid to any employees of the City of Hallandale Beach and its elected officials, as a commission, kickback, reward or gift, directly or indirectly by me or any member of my Firm or by an officer of the corporation.

By: [Signature]  
Signature of Authorized Officer per Sunbiz  
LINDA Riccobono  
Print Name of Authorized Officer per Sunbiz  
PRESIDENT  
Title of Authorized Officer per Sunbiz

Sworn and subscribed before me this 12 day of August, 2019

NOTARY PUBLIC

State of Florida at Large



My Commission Expires: April 18, 2020

### CONFIDENTIALITY FORM

Sealed bids/proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from Chapter 119, Florida Statutes. The Bidder/Proposer must include any materials it asserts to be exempted from public disclosure under Chapter 119, Florida Statutes, in a separate bound document labeled "Attachment to Invitation to Bid (Request for Bid, Bid Number and Name - Confidential Material)".

The Bidder/Proposer must identify the specific Statute that authorizes exemption from the Public Records Law. Any claim of confidentiality on materials the Bidder/Proposer asserts to be exempt from public disclosure and placed elsewhere in the proposal will be considered waived by the Bidder/Proposer upon submission, effective after opening.

Bidder/Proposer should take special note of this as it relates to proprietary information that might be included in this solicitation.

I, Linda R. Riccobono, President  
Name of authorized Officer per Sunbiz and/or legal documentation Title

of Law's Police Distributors, Inc.  
Name of Firm as it appears on Sunbiz and/or legal documentation hereby, attest that I have the authority to sign this notarized certification and certify that the Firm complies with the above requirements.

[Signature] President  
Signature Title



**REQUEST TO WITHDRAW BID FORM**

Requests to withdraw Bid will be considered if received by the City, via email to [csmith@cohb.org](mailto:csmith@cohb.org) before deadline for receipt of Bid.

This form must be provided back via email to [csmith@cohb.org](mailto:csmith@cohb.org) before deadline for receipt of Bid.

I, \_\_\_\_\_,

Name of authorized Officer per Sunbiz and/or legal documentation Title

of \_\_\_\_\_

Name of Firm as it appears on Sunbiz and/or legal documentation request to withdraw Firm's Bid for  
**BID # FY 2018-2019-011 CITY OF HALLANDALE BEACH POLICE DEPARTMENT PURCHASE OF GLOCK  
FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Time: \_\_\_\_\_



## REFERENCE CHECK FORM SECTION:

**Please note that the references provided below must be the same as the Previous Clients provided for response to MQR #4.**

References are required as a component of due diligence to determine the capability of the Bidder to be able to perform the required services.

Bidder must provide three (3) verifiable references supporting the information requested in Minimum Qualification Requirement (MQR) #4 for the Bidder as stated in the Bid:

- a. Bidder must be fully capable and experienced in the provisions of the scope of work and specifications in this Bid.
- b. Bidder must have sold to three (3) companies and/or government entities within the last five (5) years. Each sale must have totaled in the amount of one hundred (100) or more guns.
  - Bidder must send to three (3) references the Reference Check Form and obtain back a completed and signed Reference Check Form for each of Bidder's required three (3) references.
  - Bidder must include the required three (3) completed and signed Reference Check Forms within Bidder's proposal submission on the USB drive.

Do not provide more than three (3) references.

- The City will send the references provided a request for confirmation via email within no later than two (2) business days from receipt of proposals.
- If the reference is not available or unable to respond within two (2) business days from email request, this will cause your Firm to lose points awarded for this criterion. Therefore, please make sure that the references listed in your Firm's response are aware they will be receiving a verification of reference email from the City of Hallandale Beach to confirm the references which were submitted with the Firm's response.



### REFERENCE CHECK FORM

**Please note that the information for the Projects/Contracts in MQR # 4 must be the same as the Projects/Contracts provided within the Reference Check Form.**

**BID # FY 2018-2019-011 CITY OF HALLANDALE BEACH POLICE DEPARTMENT PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES**

**FIRM NAME(S):** Lou's Police Supply

**PROJECT NAME:** Agency Glock Transition

**NAME OF FIRM THAT FIREARMS WERE SOLD TO:** Osceola County Sheriff's Office

<b>Name of Reference:</b>	Mark Nagy	<b>Phone:</b>	321-697-4330
<b>Title of Reference:</b>	Lieutenant	<b>E-mail Address:</b>	mnag2@osceola.org
<b>Company/Employer:</b>	Osceola County Sheriff's Office		

**Please answer the following questions regarding services provided by the Bidder named above.**

**1. Provide detail information about purchase?**

Our agency is transitioning out of the Glock 21 .45 cal pistol and into the Glock 17 Gen 5 9mm pistol. They handled all the communication with Glock, due to the number of pistols we needed. The process went smooth without any surprises. They provided us with updates when they received them from Glock reference to the shipment and expected delivery of our new pistols. We received our pistols 1 week before the expected delivery date.

**2. Was the purchase of the firearms made with a trade-in allowance?**

Yes, we are transitioning out of the Glock 21 .45 cal p stol and into the Glock 17 Gen 5 9mm. We are using our Mark 21's for trade in.

**CITY OF HALLANDALE BEACH POLICE DEPARTMENT  
PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE  
AND ACCESSORIES**



- 3. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel during the purchase?**

They were very helpful and knowledgeable which made the process run smooth without any surprises. Everytime I reached out via e-mail I would get a response within a day. If I ever left a phone message I would get a response usually within the same day but no later then the next day.

- 4. Provide detail information about the Firm's response time after the purchase if there were any issues with faulty firearms?**

They were continuously in contact with us during the process. If there was ever any changes or updates they would contact us via e-mail to let us know. Due to the ammount we ordered they were drop shipped from the Glock manufacturing plant. We have not had any issues from any of the firearms we have bought from them.

- 5. How long ago was the purchase?**

May 2019

- 6. How many firearms were purchased?**

310 - Glock 17 Gen 5's

- 7. What was the value of the Purchase?**

\$126.790.00 not including the trade in values.





8. Would you consider this Firm for this type of purchases in the future?

Yes I would. They have remained helpful and professional throughout the process.

**ADDITIONAL COMMENTS:**

We have been dealing with this company for many years and throughout this large purchase they maintained their professionalism they have always provided us. Their staff is very knowledgeable with an eagerness to help.

SIGNATURE: Lt. M. M. L. Nacy Date: 8-13-19



### REFERENCE CHECK FORM

Please note that the information for the Projects/Contracts in MQR # 4 must be the same as the Projects/Contracts provided within the Reference Check Form.

BID # FY 2018-2019-011 CITY OF HALLANDALE BEACH POLICE DEPARTMENT PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES

FIRM NAME(S):

PROJECT NAME:

NAME OF FIRM THAT FIREARMS WERE SOLD TO:

Name of Reference:	ROLAND CORRALES	Phone:	813-247-0761
Title of Reference:	MASTER SGT.	E-mail Address:	RCORRALES@HLLA.TAMPA.FL.US
Company/Employer:	HILLSBOROUGH COUNTY FLA.		

Please answer the following questions regarding services provided by the Bidder named above.

1. Provide detail information about purchase?

WE PURCHASED 1,790 GLOCKS + TRADED IN 1,790 FWH.

2. Was the purchase of the firearms made with a trade-in allowance?

YES



3. Provide detail information about the competence, accessibility, and responsiveness of the Firm's personnel during the purchase?

THE COMPANY WAS OUTSTANDING TO WORK WITH. THEY WERE ALWAYS FAST TO RESPOND TO ANY QUESTIONS

4. Provide detail information about the Firm's response time after the purchase if there were any issues with faulty firearms?

THEY PROVIDED ALL EQUIPMENT WITHIN THE CONTRACT TIME FRAME

5. How long ago was the purchase?

4 MTS AGO

6. How many firearms were purchased?

1,790

7. What was the value of the Purchase?

\$409 PER GUN





8. Would you consider this Firm for this type of purchases in the future?

YES

**ADDITIONAL COMMENTS:**


**SIGNATURE:**

**Date:**

8-16-19



**AGREEMENT**

**Between**

**CITY OF HALLANDALE BEACH, FLORIDA**

**and**

Linda R. Riccobono

(TYPE NAME OF FIRM AS IT APPEARS IN SUNBIZ)

**for**

LOO'S Police Distributors, Inc

**BID # FY 2018-2019-011**

**CITY OF HALLANDALE BEACH POLICE DEPARTMENT  
PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES**

**PLEASE NOTE:**

Bidder must provide and state any and all Variances to this BID, Specifications, the Terms and Conditions and City Form Agreement on this Variance Form.

After award of Contract through City Commission, via Resolution, the awarded Bidder's Variance Form will be reviewed by appropriate City Staff, the City Attorney and the Risk Manager. If the Variance(s) presented by Bidder are acceptable to the City, the Agreement will be routed to the awarded Bidder for execution by the authorized officer per Sunbiz. The fully executed Agreement will be required to be returned to the City of Hallandale Beach Procurement Department, Carolyn Allen-Smith, via email [csmith@cohb.org](mailto:csmith@cohb.org) within five (5) business days from receipt of the email from the Procurement Department. Failure to provide a duly executed agreement to the City within five (5) business days from receipt may result in loss of award. Variances requested to either the Bid, the Terms and Conditions, Specifications and the City Form Agreement may result in the City rescinding award of contract.



This is an Agreement, made and entered into by and between: the CITY OF HALLANDALE BEACH (the "CITY"), a Florida municipal corporation,

AND

LOW'S POLICE DISTRIBUTORS INC a Florida corporation, hereinafter referred to as "CONTRACTOR."

NOW THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

#### ARTICLE 1

##### TERM

1. The term of this Agreement shall begin on the date it is fully executed by last signing party and shall end on August 12, 2020.
2. At the \_\_\_\_\_ (date) 201\_ City Commission Meeting the City Commission adopted Resolution # \_\_\_\_\_ awarded through **BID # FY 2018-2019-011 CITY OF HALLANDALE BEACH POLICE DEPARTMENT PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES.**

#### ARTICLE 2

##### SCOPE OF SERVICES TO BE PROVIDED TO THE CITY

The work to be provided includes the scope of work in **BID # FY 2018-2019-011 CITY OF HALLANDALE BEACH POLICE DEPARTMENT PURCHASE OF GLOCK FIREARMS/TRADE-IN-ALLOWANCE AND ACCESSORIES**, and proposal submitted by CONTRACTOR, which is hereby incorporated and made part of this Agreement by reference.

#### ARTICLE 3

##### INDEMNIFICATION

To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.





To the fullest extent permitted by law, the CONTRACTOR agrees to indemnify and hold-harmless the City, its officers and employees from any claims, liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the recklessness or intentionally wrongful conduct, of the CONTRACTOR or persons employed or utilized by the CONTRACTOR in performance of the Agreement.

CONTRACTOR agrees to indemnify, save harmless and, at the City Attorney's option, defend or pay for an attorney selected by the City Attorney to defend CITY, their officers, agents, servants and employees against any and all claims, losses, liabilities and expenditures of any kind, including attorney's fees, court costs, and other expenses, caused by negligent act or omission of CONTRACTOR, any sub-contractors, their employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, demands, or causes of action of any nature, whatsoever, resulting from injuries or damages sustained by any person or property. CONTRACTOR further agrees to indemnify and save harmless the CITY, their officers, agents and employees, for or on account of any injuries or damages received or sustained by any person or persons resulting from any construction defects, including latent defects. Neither the CONTRACTOR nor any of its sub-contractors will be liable under this section for damages arising out of intentional torts of CITY or their officers, agents or employees. In the event that any action or proceeding is brought against CITY by reason of any such claim or demand, CONTRACTOR, upon written notice from CITY, shall defend such action or proceeding.

#### **ARTICLE 4** **PERSONNEL**

**4.1 Competence of Staff.** In the event that any of CONTRACTOR's employee is found to be unacceptable to the CITY, the CITY shall notify the CONTRACTOR in writing of such fact and the CONTRACTOR shall immediately remove said employee unless otherwise agreed and, if requested by the CITY, promptly provide a replacement acceptable to the CITY.

#### **ARTICLE 5** **INSURANCE REQUIREMENTS**

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including



endorsements described herein. The requirements contained herein, as well as City's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

**Commercial General Liability** Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence, **\$2,000,000** Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

**Business Automobile Liability** Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

**Worker's Compensation Insurance & Employers Liability** Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

**Additional Insured** Contractor **agrees to** endorse City as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Contractors – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Contractors- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "City of Hallandale Beach."

**Waiver of Subrogation** Contractor agrees by entering into this contract to a *Waiver of Subrogation* for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre-loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically



prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre-loss basis.

**Certificate(s) of Insurance** Contractor agrees to provide City a Certificate(s) of Insurance evidencing that all coverages, *limits* and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal coverage. The Certificate Holder address shall read:

**City of Hallandale Beach  
Risk Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009**

**Umbrella or Excess Liability.** Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Contractor agrees to endorse

City as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

**Right to Revise or Reject** City reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, City reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

## **ARTICLE 6** **COMPENSATION**

6.1 CITY agrees to pay CONTRACTOR, in the manner specified in Section 6.2, the total amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) for work actually performed and completed pursuant to this Agreement, which amount shall be accepted by CONTRACTOR as full compensation for all such work. It is acknowledged and agreed by CONTRACTOR that this amount



is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for its services related to this Agreement. This maximum amount, however, does not constitute a limitation, of any sort, upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. No amount shall be paid to CONTRACTOR to reimburse its expenses.

## 6.2 METHOD OF BILLING AND PAYMENT

6.2.1 Payment shall be due within thirty (30) days of date stipulated on the invoice, provided, invoice is accepted for payment. Payment shall be made only for approved invoices. The CITY retains the right to delay or withhold payment for services which have not been accepted by the CITY.

6.3 Notwithstanding any provision of this Agreement to the contrary, CITY may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work which has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by CITY.

6.4 Payment shall be made to CONTRACTOR at:

LOW'S POLICE DISTRIBUTORS, INC.  
7815 W 4 AVE  
HIALEAH, FL 33014

## ARTICLE 7

### TERMINATION

7.1 This Agreement may be terminated for cause by the aggrieved party if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. All Articles in this contract are material and a breach of any Article shall be grounds for termination for cause. This Agreement may also be terminated for convenience by the CITY. Termination for convenience by the CITY shall be effective on the termination date stated in written notice provided by the CITY, which termination date shall be not less than thirty (30) days

after the date of such written notice. This Agreement may also be terminated by the City Manager upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the CITY erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

7.2 Notice of termination shall be provided in accordance with the "NOTICES" section of this Agreement except that notice of termination by the City Manager, which the City Manager deems necessary to protect the public health, safety, or welfare may be verbal notice that shall be promptly confirmed in writing in accordance with the "NOTICES" section of this Agreement.

7.3 In the event this Agreement is terminated for convenience, CONTRACTOR shall be paid for any services properly performed under the Agreement through the termination date specified in the written notice of termination. CONTRACTOR acknowledges and agrees that it has received good, valuable and sufficient consideration from CITY, the receipt and adequacy of which are, hereby acknowledged by CONTRACTOR, for CITY's right to terminate this Agreement for convenience, and that CONTRACTOR shall not be entitled to any consequential damage or loss of profits.

## **ARTICLE 8** **MISCELLANEOUS**

### **8.1 RIGHTS IN DOCUMENTS AND WORK**

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of CITY; and, if a copyright is claimed, CONTRACTOR grants to CITY a non-exclusive license to use the copyrighted item(s) indefinitely, to prepare derivative works, and to make and distribute copies to the public. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by CONTRACTOR, whether finished or unfinished, shall become the property of CITY and shall be delivered by CONTRACTOR to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to CONTRACTOR shall be withheld until all documents are received as provided herein.

## 8.2 **AUDIT RIGHT AND RETENTION OF RECORDS**

CITY shall have the right to audit the books, records, and accounts of CONTRACTOR and its subcontractors that are related to this Project. CONTRACTOR and its subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the Project. All books, records, and accounts of CONTRACTOR and its subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, CONTRACTOR or its subcontractor, as applicable, shall make same available at no cost to CITY in written form.

CONTRACTOR and its subcontractors shall preserve and make available, at reasonable times for examination and audit by CITY, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida Public Records Act, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida Public Records Act is determined by CITY to be applicable to CONTRACTOR's and its subcontractors' records, CONTRACTOR and its subcontractors shall comply with all requirements thereof; however, no confidentiality or non-disclosure requirement of either federal or state law shall be violated by CONTRACTOR or its subcontractors. Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for CITY's disallowance and recovery of any payment upon such entry.

CONTRACTOR shall, by written contract, require its subcontractors to agree to the requirements and obligations of this Section.

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to the Agreement, contact the custodian of public records at [City Clerk Office@hallandalebeachfl.gov](mailto:City Clerk Office@hallandalebeachfl.gov); City of Hallandale Beach, City Hall, 400 South Federal Highway, Hallandale Beach, FL 33009, 954-457-1340.

### 8.3 **PUBLIC ENTITY CRIME ACT**

CONTRACTOR represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a CONTRACTOR, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to CITY, may not submit a bid on a contract with CITY for the construction or repair of a public building or public work, may not submit bids on leases of real property to CITY, may not be awarded or perform work as a CONTRACTOR, supplier, subcontractor, or consultant under a contract with CITY, and may not transact any business with CITY in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by CITY pursuant to this Agreement, and may result in debarment from CITY's competitive procurement activities.

In addition to the foregoing, CONTRACTOR further represents that there has been no determination, based on an audit, that it committed an act defined by Section 287.133, Florida Statutes, as a "public entity crime" and that it has not been formally charged with committing an act defined as a "public entity crime" regardless of the amount of money involved or whether CONTRACTOR has been placed on the convicted vendor list.

### 8.4 **INDEPENDENT CONTRACTOR**

CONTRACTOR is an independent CONTRACTOR under this Agreement. In providing services, neither CONTRACTOR nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to CONTRACTOR or CONTRACTOR's agents any authority of any kind to bind CITY in any respect whatsoever.

### 8.5 **THIRD PARTY BENEFICIARIES**

Neither CONTRACTOR nor CITY intends to directly or substantially benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this





Agreement and that no third party shall be entitled to assert a right or claim against either of them based upon this Agreement.

8.6 **NOTICES**

Whenever either party desires or is required to provide notice to the other as addressed in this contract, such notice must be in writing, sent by certified United States Mail, postage prepaid, return receipt requested, or sent by commercial express carrier with acknowledgement of delivery, or by hand delivery with a request for a written receipt of acknowledgment of delivery, or by email provided that the notice is also sent by one of the foregoing methods, and addressed to the party for whom it is intended at the place last specified. The place for giving notice shall remain the same as set forth herein until changed in writing in the manner provided in this section. For the present, the parties designate the following:

**City of Hallandale Beach**

Greg Chavarria, City Manager  
400 South Federal Highway  
Hallandale Beach, FL 33009

**With Copy to:**

Sonia Quinones, Police Chief  
Attn: Police Department  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**

Jennifer Merino, City Attorney  
400 South Federal Highway  
Hallandale Beach, FL 33009

**And:**

Procurement Department  
400 South Federal Highway  
Hallandale Beach, FL 33009



**Contractor:**

LOW'S POLICE DISTRIBUTORS, INC  
7815 W 4 AVE  
HIACLEAH, FL 33014

**8.7 ASSIGNMENT AND PERFORMANCE**

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. CITY may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by CONTRACTOR of this Agreement or any right or interest herein without CITY's written consent.

CONTRACTOR represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

CONTRACTOR shall perform its duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of CONTRACTOR's performance and all interim and final product(s) provided to or on behalf of CITY shall be comparable to the best local and national standards.

**8.8 CONFLICTS**

Neither CONTRACTOR nor its employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.

In the event CONTRACTOR is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, CONTRACTOR agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as CONTRACTOR.

8.9 **MATERIALITY AND WAIVER OF BREACH**

CITY and CONTRACTOR agree that each requirement, duty, and obligation set forth herein was bargained for at arms-length and is agreed to by the parties in exchange for quid pro quo, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

CITY's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

8.10 **COMPLIANCE WITH LAWS**

CONTRACTOR shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities, and obligations pursuant to this Agreement.

8.11 **SEVERANCE**

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless CITY or CONTRACTOR elects to terminate this Agreement. An election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

8.12 **JOINT PREPARATION**

Each party and its counsel have participated fully in the review and revision of this Agreement and acknowledge that the preparation of this Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

8.13 **PRIORITY OF PROVISIONS**

If there is a conflict or inconsistency between any term, statement, requirement, or provision of any exhibit attached hereto, any document or events referred to herein, or any document incorporated into this Agreement by reference and a term, statement, requirement, or provision of Articles 1 through 8 of this Agreement, the term, statement, requirement, or provision contained in Articles 1 through 8 shall prevail and be given effect.

8.14 **JURISDICTION, VENUE, WAIVER OF JURY TRIAL**

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the state of Florida. All parties agree and accept that jurisdiction of any controversies or legal problems arising out of this Agreement, and any action involving the enforcement or interpretation of any rights hereunder, shall be exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. BY ENTERING INTO THIS AGREEMENT, CONTRACTOR AND CITY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT.

Nothing in this Agreement is intended to serve as a waiver of sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the City pursuant to Section 768.28 Florida Statutes.

8.15 **AMENDMENTS**

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by the CITY and CONTRACTOR or others delegated authority to or otherwise authorized to execute same on their behalf.

8.16 **PRIOR AGREEMENTS**



This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

**8.17 PAYABLE INTEREST**

8.17.1. Payment of Interest. CITY shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof CONTRACTOR waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

8.17.2. Rate of Interest. In any instance where the prohibition or limitations of Section 8.17.1 are determined to be invalid or unenforceable, the annual rate of interest payable by CITY under this Agreement, whether as prejudgment interest or for any other purpose, shall be .025 percent simple interest (uncompounded).

**8.18 INCORPORATION BY REFERENCE**

The attached Exhibits \_\_\_\_\_ are hereby incorporated into and made a part of this Agreement.

**8.19 REPRESENTATION OF AUTHORITY**

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

**8.20 MULTIPLE ORIGINALS**

Multiple copies of this Agreement may be executed by all parties, each of which, bearing original signatures, shall have the force and effect of an original document.

## **ARTICLE 9**

### **NONDISCRIMINATION, EQUAL OPPORTUNITY**

#### **AND AMERICANS WITH DISABILITIES ACT**

9.1 CONTRACTOR shall not unlawfully discriminate against any person in its operations and activities in its use or expenditure of funds or any portion of the funds provided by this Agreement and shall affirmatively comply with all applicable provisions of the Americans with Disabilities Act (ADA) in the course of providing any services funded in whole or in part by CITY, including Titles I and II of the ADA (regarding nondiscrimination on the basis of disability), and all applicable regulations, guidelines and standards.

CONTRACTOR's decisions regarding the delivery of services under this Agreement shall be made without regard to or consideration of race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, physical or mental disability, political affiliation, or any other factor which cannot be lawfully or appropriately used as a basis for service delivery.

CONTRACTOR shall comply with Title I of the Americans with Disabilities Act regarding nondiscrimination on the basis of disability in employment and further shall not discriminate against any employee or applicant for employment because of race, age, religion, color, gender, sexual orientation, gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability. In addition, CONTRACTOR shall take affirmative steps to ensure nondiscrimination in employment against disabled persons. Such actions shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay, other forms of compensation, terms and conditions or employment, training (including apprenticeship, and accessibility).

CONTRACTOR shall take affirmative action to ensure that applicants are employed and employees are treated without regard to race, age, religion, color, gender, sexual orientation (Broward County Code, Chapter 16 ½), gender identity, gender expression, national origin, marital status, political affiliation, or physical or mental disability during employment. Such actions shall



include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff; termination, rates of pay, other forms of compensation, terms and conditions of employment, training (including apprenticeship), and accessibility.

CONTRACTOR shall not engage in or commit any discriminatory practice in violation of the Broward County Human Rights Act (Broward County Code, Chapter 16 ½) in performing any services pursuant to this Agreement.

#### 9.2 Domestic Partner Benefits Requirement

CONTRACTOR certifies, and has provided the Domestic Partnership Certification Form, that it would provide benefits to Domestic Partners of its employees on the same basis as it provides benefits to employees' spouses.

CONTRACTOR shall comply with the applicable provisions of this section.

- (i) The Contractor certifies and represents that it will comply with this section during the entire term of the Contract.
- (ii) The failure of the Contractor to comply with this section shall be deemed to be a material breach of the contract, entitling the City to pursue any remedy stated below or any remedy provided under applicable law.
- (iii) The City may terminate the Contract if the Contractor fails to comply with this section.
- (iv) The City may retain all monies due or to become due until the Contractor complies with this section.



IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the respective dates under each signature: CITY OF HALLANDALE BEACH through its authorization to execute same by City Commission action on 12, day of August, 2019, signing by and through its City Manager, duly authorized to execute same, and Lou's Police Distributors INC., signing by and through its PRESIDENT,  
(name of contractor) (title of authorized officer)  
duly authorized to execute same.

**CITY**

ATTEST:

CITY OF HALLANDALE BEACH

\_\_\_\_\_  
CITY CLERK

By \_\_\_\_\_  
Greg Chavarria, CITY MANAGER

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Approved as to legal sufficiency and form by  
CITY ATTORNEY

\_\_\_\_\_  
Jennifer Merino, CITY ATTORNEY

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_





CONTRACTOR MUST EXECUTE THIS CONTRACT AS INDICATED BELOW. USE CORPORATION OR NONCORPORATION FORMAT, AS APPLICABLE.

If the Company President does not sign the Contract, there must be a Secretary's Certificate Form provided to the CITY of Hallandale Beach, Florida indicating designee signing, has the authority to sign.

(If incorporated sign below).

**CONTRACTOR**

ATTEST:

Lou's Police Distributors, Inc.  
(Name of Corporation)

By [Signature] President  
(Signature and Title)

\_\_\_\_\_  
(Secretary)  
  
(Corporate Seal)  
\_\_\_\_\_  
Day of \_\_\_\_\_, 20\_\_\_\_.

Linda R. Riccobono President  
(Type Name and Title Signed Above)

(If not incorporated sign below).

**CONTRACTOR**

WITNESSES:

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(PRESIDENT OR VICE-PRESIDENT)

\_\_\_\_\_  
(PRINT NAME)

\_\_\_\_\_  
(TYPE NAME AND SIGNED ABOVE)

**NOTARY SEAL**