The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

INVITATION TO BID

ITB NO.: ITB2017-073PD

TITLE: CLEANING AND MAINTENANCE OF INDOOR FIREARMS RANGE

DUE DATE AND TIME: FRIDAY, JANUARY 13, 2017@ 3:00PM

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened and read aloud** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

BROADCAST

The City of Palm Beach Gardens utilizes electronic online services for notification and distribution of its Solicitation documents. The City's Solicitation information can be obtained from: **a) Public Purchase -** Please contact Public Purchase at support@publicpurchase.com; www.publicpurchase.com; or call 801-932-7000 for additional information on registration; **b) DemandStar** - Please contact DemandStar at www.demandstar.com or by calling them at 1-800-711-1712; **c) Bid Notifications** - The City emails all advertised Solicitations to vendors who have signed up for bid notifications. To sign up for bid notifications, please visit the City's Purchasing webpage at www.pbgfl.com/purchasing and click on the "Sign Up for Bid Notifications" link. Bidders who obtain Solicitations from sources other than those named above are cautioned that the Invitation to Bid package may be incomplete. The City will not evaluate incomplete Bid packages. DemandStar and Public Purchase are independent entities and are not agents or representatives of the City. Communications to these entities do not constitute communications to the City. The City is not responsible for errors and omissions occurring in the transmission or downloading of any documents, addenda, plans, or specifications from these websites. In the event of any discrepancy between information on these websites and the hard copy Solicitation documents, the terms and conditions of the hardcopy documents will prevail.

CONTACT PERSON

Any questions regarding the specifications and Solicitation process must be submitted in writing to the Purchasing Department for the Purchasing and Contracts Director at kmra@pbgfl.com. To allow enough time for the City to respond, requests for clarification and additional information should be received at least forty-eight (48) hours before the Due Date for Bids.

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

LEGAL ADVERTISEMENT

INVITATION TO BID NO. ITB2017-073PD

CLEANING AND MAINTENANCE OF INDOOR FIREARMS RANGE

The City of Palm Beach Gardens is seeking Bids from qualified firms to provide regularly scheduled cleaning and maintenance of an indoor firearms range, in accordance with the terms, conditions, and specifications contained in this Invitation to Bid.

Invitation to Bid documents are available beginning Monday, December 5, 2016, at 8:00 a.m. local time on the City of Palm Beach Gardens website at www.pbgfl.com and following the link to the Purchasing webpage, or by contacting the City Clerk's Office at 561.799.4121.

Sealed Bid packages must be clearly marked "ITB2017-073PD, Cleaning and Maintenance of Indoor Firearms Range" and delivered to the Office of the City Clerk at 10500 North Military Trail, Palm Beach Gardens, Florida 33410. The deadline for submission of Bids is Friday, January 13, 2017, at 3:00 p.m. local time. At that time, the Bids will be publicly opened and read aloud at City Hall, 10500 North Military Trail, Palm Beach Gardens, Florida 33410.

Late Bids will not be accepted and will be returned to the sender unopened.

The City will hold a Pre-Bid Conference on Wednesday, December 14, 2016, at City Hall, City of Palm Beach Gardens, starting promptly at 10:00 a.m. Attendance is recommended, but not mandatory.

It is the responsibility of the Bidder to ensure all pages are included in the submission. All Bidders are advised to closely examine the Solicitation package. Any questions regarding the completeness or substance of the Solicitation package or the goods or services must be submitted in writing via email or fax to Km! Ra, Purchasing and Contracts Director, kmra@pbgfl.com or 561.799.4134.

The City of Palm Beach Gardens is exempt from Federal and State Taxes for tangible personal property tax.

The City of Palm Beach Gardens reserves the right to accept or reject any or all Bid submittals, in whole or in part, with or without cause, to waive any irregularities and/or technicalities, and to award the contract on such coverage and terms it deems will best serve the interests of the City.

CITY OF PALM BEACH GARDENS
Patricia Snider, CMC, City Clerk

Publish: Palm Beach Post
Monday, December 5, 2016

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SECTION 1
GENERAL TERMS AND CONDITIONS

1.1 DEFINITIONS

a. Bid: any offer(s) submitted in response to an Invitation to Bid.

b. Bidder: person or firm submitting a Bid in response to an Invitation to Bid.

c. Bid Solicitation or Invitation to Bid: this Solicitation documentation, including any and all addenda.

d. Bid Submittal Form: describes the goods or services to be purchased, and must be completed and submitted with the Bid.

e. City: shall refer to the City of Palm Beach Gardens, Florida.

f. Contract or Agreement: the Invitation to Bid, all addenda issued thereto, all affidavits, the signed agreement, and all related documents which comprise the totality of the contract or agreement between the City and the Bidder.

g. Contractor: successful Bidder or Bidder who is awarded a contract to provide goods or services to the City.

h. Invitation to Bid: formal request for Bids from qualified Bidders.

i. Purchasing Department: the Purchasing Department of the City of Palm Beach Gardens, Florida.

j. Responsible Bidder: a Bidder which has the capability in all respects to perform in full the contract requirements, as stated in the Invitation to Bid, and the integrity and reliability that will assure good-faith performance.

k. Responsive Bidder: a Bidder whose Bid conforms in all material respects to the terms and conditions included in the Invitation to Bid.

1.2 CONE OF SILENCE

Pursuant to Section 2-355 of Palm Beach County Ordinance No. 2011-039, and the purchasing policies of the City of Palm Beach Gardens, all Solicitations, once advertised and until the appropriate authority has approved an award recommendation, are under the "Cone of Silence". This limits and requires documentation of communications between potential Bidders and/or Bidders on City Solicitations, the City's professional staff, and the City Council members.

1.3 ADDENDUM

The Purchasing Department may issue an addendum in response to any inquiry received, prior to the close of the Solicitation period, which changes, adds, or clarifies the terms, provisions, or requirements of the Solicitation. The Bidder should not rely on any representation, statement, or explanation, whether written or verbal, other than those made in the Solicitation document or in the addenda issued. Where there appears to be a conflict between the Solicitation and any addenda, the last addendum issued shall prevail. It is the vendor's responsibility to ensure receipt of all addenda, and any accompanying documentation. The vendor is required to submit with its Bid or Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.

1.4 LEGAL REQUIREMENTS

This Solicitation is subject to all legal requirements contained in the applicable City Ordinances and Resolutions, as well as all applicable City, State, and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.

1.5 CHANGE OF BID

Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid (as indicated on the cover page) with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.

1.6 WITHDRAWAL OF BID

A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only a written letter received by the Purchasing Department prior to the Bid opening date may withdraw a Bid. A Bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the Purchasing and Contracts Director. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.

1.7 CONFLICTS WITHIN THE BID SOLICITATION

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Form, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Form, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.

1.8 PROMPT PAYMENT TERMS

It is the policy of the City of Palm Beach Gardens that payment for all purchases by City departments shall be made in a timely manner. The City will pay the awarded Bidder upon receipt and acceptance of the goods or services by a duly authorized representative of the City. In accordance with Section 218.74, Florida Statutes, the time at which payment shall be due from

the City shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. Proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the City Manager or designee, not later than sixty (60) days after the date on which the proper invoice was received by the City.

1.9 DISCOUNTS (PROMPT PAYMENTS)

The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during Bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the Solicitation.

1.10 PREPARATION OF BIDS

a. The Bid forms define requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other forms will result in the rejection of the Bidder's offer. The Bid submittal forms must be legible. Bidders shall use typewriter, computer, or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.

b. An authorized agent of the Bidder's firm must sign the Bid submittal form. ***Failure to sign the Signature Page of the Bid shall render the Bid non-responsive.***

c. The Bidder may be considered non-responsive if Bids are conditioned upon modifications, changes, or revisions to the terms and conditions of this Solicitation.

d. The Bidder may submit alternate Bid(s) for the same Solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted as a separate Bid submittal marked "Alternate Bid".

e. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.

f. Late Bids will not be accepted and will be returned to the sender unopened. It is the Bidder's responsibility to ensure timely delivery by the due date and time, and at the place stated in this Solicitation. No exceptions will be made due to weather, carrier, traffic, illness, or other issues.

1.11 CANCELLATION OF BID SOLICITATION

The City of Palm Beach Gardens reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the City.

1.12 AWARD OF CONTRACT

a. The contract may be awarded to the responsive and responsible Bidder meeting all requirements as set forth in the Solicitation. The City reserves the right to reject any and all Bids, to waive irregularities or technicalities, and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The City shall be the sole judge of its best interest.

b. The City reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the City's best interest to do so.

c. The City reserves the right to negotiate prices ***with the responsive and responsible low Bidder****, provided that the scope of work of this Solicitation remains the same.*

d. The Bidder's performance as a prime contractor or subcontractor on previous City contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.

e. The City will provide a copy of the Bid Tabulation to all Bidders responding to this Solicitation.

f. The Bid Solicitation, any addenda and/or properly executed modifications, the signed Agreement, the purchase order, and any change order(s) shall constitute the contract.

g. The Purchasing and Contracts Director will decide all tie Bids.

h. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

i. The City reserves the right to request and evaluate additional information from any Bidder after the submission deadline as the City deems necessary.

1.13 CONTRACT EXTENSION

The City reserves the right to automatically extend any agreement for a maximum period not to exceed ninety (90) calendar days in order to provide City departments with continual service and supplies while a new agreement is being solicited, evaluated, and/or awarded.

1.14 WARRANTY

All warranties express and implied shall be made available to the City for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the awarded Bidder against factory defects and workmanship. At no expense to the City, the awarded Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty.

1.15 ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the City's anticipated needs and/or usage; and (b) the City may use these estimates to determine

the low Bidder. No guarantee is expressed or implied as to quantities or dollars that will be used during the contract period. The City is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.16 NON-EXCLUSIVITY

It is the intent of the City to enter into an agreement with the awarded Bidder that will satisfy its needs as described herein. However, the City reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to, award of other contracts, use of any contractor, or perform the work with its own employees.

1.17 CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the City and the successful Bidder, continue until completion at the same prices, terms, and conditions.

1.18 BID PROTEST

A recommendation for contract award or rejection of award may be protested by a Bidder. The Bidder may file a written protest with the City Clerk's office. The Bidder shall file its written protest with the City Clerk, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m., excluding legal holidays. Protests shall contain the name, address, and phone number of the petitioner, name of the petitioner's representative (if any), and the title and Bid number of the Solicitation. The protest shall specifically describe the subject matter, facts giving rise to the protest, and the action requested from the City.

The written protest must be received no later than seventy-two (72) consecutive hours (excluding Saturdays, Sundays, and legal holidays) after the time of award posting. Failure to file a timely formal written protest within the time period specified shall constitute a waiver by the Bidder of all rights of protest.

In the event of a timely protest, the City will not proceed further with award of the contract and agreement until all administrative remedies are exhausted, or until the City Manager determines the award of the contract is immediately necessary to protect the public health, welfare, or safety.

1.19 LAWS AND REGULATIONS

The awarded Bidder shall comply with all laws and regulations applicable to provide the goods or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state, and local laws that may affect the goods and/or services offered.

1.20 LICENSES, PERMITS AND FEES

The awarded Bidder(s) shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations, and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the City or an awarded Bidder for failure to obtain and maintain required licenses, certifications, permits, and/or inspections shall be borne by the awarded Bidder.

1.21 SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the City. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the City may result in termination of the contract for default.

1.22 ASSIGNMENT

The awarded Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title, or interest therein, or its power to execute such contract to any person, company, or corporation without the prior written consent of the City. Assignment without the prior consent of the City may result in termination of the contract for default.

1.23 SHIPPING TERMS

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.24 RESPONSIBILITIES AS EMPLOYER

The employee(s) of the awarded Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the City or any of its departments. The awarded Bidder shall provide physically competent employee(s) capable of performing the work as required. The City may require the awarded Bidder to remove any employee it deems unacceptable. All employees of the awarded Bidder shall wear proper identification.

It is the awarded Bidder's responsibility to ensure that all its employees and subcontractors comply with the employment regulations required by the US Department of Homeland Security. The City shall have no responsibility to check or verify the legal immigration status of any employee of the awarded Bidder.

1.25 INDEMNIFICATION

The awarded Bidder shall indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the City or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the awarded Bidder or its employees, agents, servants, partners, principals, or subcontractors. The awarded Bidder shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind

or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The awarded Bidder expressly understands and agrees that any insurance protection required by this contract agreement or otherwise provided by the awarded Bidder shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the City or its officers, employees, agents, and instrumentalities as herein provided.

1.26 COLLUSION

A Bidder recommended for award as the result of a competitive Solicitation for any City purchases of supplies, materials, and services (including professional services, other than professional architectural, engineering, and other services subject to Sec. 287.055 Florida Stats.), purchase, lease, permit, concession, or management agreement shall, within five (5) business days of the filing of such recommendation, submit an affidavit under the penalty of perjury, on a form provided by the City, stating either that the contractor is not related to any of the other parties Bidding in the competitive Solicitation or identifying all related parties, as defined in this Section, which Bid in the Solicitation; and attesting that the contractor's Bid is genuine and not a sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other Bidder to put in a sham Bid, or any other person, firm, or corporation to refrain from proposing, and that the Bidder has not in any manner sought by collusion to secure to the Bidder an advantage over any other Bidder. In the event a recommended Bidder identifies related parties in the competitive Solicitation its Bid shall be presumed to be collusive and the recommended Bidder shall be ineligible for award unless that presumption is rebutted to the satisfaction of the City. Any person or entity that fails to submit the required affidavit shall be ineligible for contract award.

1.27 MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing, through the issuance of a modification to the contract, a supplemental agreement, purchase order, or change order, as appropriate.

1.28 TERMINATION FOR CONVENIENCE

The City, at its sole discretion, reserves the right to terminate any contract entered into pursuant to this Invitation to Bid (ITB) with or without cause immediately upon providing written notice to the awarded Bidder. Upon receipt of such notice, the awarded Bidder shall not incur any additional costs under the contract. The City shall be liable only for reasonable costs incurred by the awarded Bidder prior to the date of the notice of termination. The City shall be the sole judge of "reasonable costs."

1.29 TERMINATION FOR DEFAULT

The City reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the awarded Bidder fails to perform in accordance with the terms and conditions stated herein by providing written notice of such failure or default and by specifying a reasonable time period within which the awarded Bidder must cure any such failure to perform or default. If the awarded Bidder fails to cure the default within the time specified, the City may then terminate the subject contract by providing written notice to the awarded Bidder. The City further reserves the right to suspend or debar the awarded Bidder in accordance with the appropriate City ordinances, resolutions, and/or policies. The vendor will be notified by letter of the City's intent to terminate. In the event of termination for default, the City may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement costs shall be borne by the incumbent Bidder.

1.30 FRAUD AND MISREPRESENTATION

Any individual, corporation, or other entity that attempts to meet its contractual obligations with the City through fraud, misrepresentation, or material misstatement, may be debarred for up to five (5) years. The City, as a further sanction, may terminate or cancel any other contracts with such individual, corporation, or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.31 ACCESS AND AUDIT OF RECORDS

The City reserves the right to require the awarded Bidder to submit to an audit by an auditor of the City's choosing at the awarded Bidder's expense. The awarded Bidder shall provide access to all of its records, which relate directly or indirectly to this Agreement, at its place of business during regular business hours. The awarded Bidder shall retain all records pertaining to this Agreement, and upon request, make them available to the City for three (3) years following expiration of the Agreement. The awarded Bidder agrees to provide such assistance as may be necessary to facilitate the review or audit by the City to ensure compliance with applicable accounting and financial standards.

1.32 OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County programs, contracts, transactions, accounts and records. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all City contracts.

1.33 PRE-AWARD INSPECTION

The City may conduct a pre-award inspection of the Bidder's site or hold a pre-award qualification hearing to determine if the Bidder is capable of performing the requirements of this Bid Solicitation.

1.34 PROPRIETARY AND/OR CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of Bid submittals will be available for public inspection after the opening of Bids in compliance with Chapter 119 of the Florida Statutes, popularly known as the "Public Record Law." The Bidder shall not submit any information in response to this Solicitation which the Bidder considers to be a trade secret, proprietary, or confidential. The submission of any information to the City in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection which would otherwise be available to the Bidder. In the event that the Bidder submits information to the City in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the Bid as protected or confidential, the City may, in its sole discretion, either (a) communicate with the Bidder in writing in an effort to obtain the Bidder's withdrawal of the confidentiality restriction, or (b) endeavor to redact and return that information to the Bidder as quickly as possible, and if appropriate, evaluate the balance of the Bid. The redaction or return of information pursuant to this clause may render a Bid non-responsive.

1.35 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists the City of Palm Beach Gardens with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996. HIPAA mandates for privacy, security, and electronic transfer standards include, but are not limited to:

a. Use of information only for performing services required by the contract or as required by law;

b. Use of appropriate safeguards to prevent non-permitted disclosures;

c. Reporting to the City of Palm Beach Gardens any non-permitted use or disclosure;

d. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder and reasonable assurances that IIHI/PHI will be held confidential;

e. Making Protected Health Information (PHI) available to the customer;

f. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;

g. Making PHI available to the City of Palm Beach Gardens for an accounting of disclosures; and

h. Making internal practices, books, and records related to PHI available to the City of Palm Beach Gardens for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records and/or electronic transfer of data). The Bidder must give its customers written notice of its privacy information practices, including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.36 ADDITIONAL FEES AND SURCHARGES

Unless provided for in the contract/agreement, the City will not make any additional payments such as fuel surcharges, demurrage fees, or delay-in-delivery charges.

1.37 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

1.38 COMPLIANCE WITH FEDERAL REGULATIONS DUE TO USE OF FEDERAL FUNDING

If the goods or services to be acquired under this Solicitation are to be purchased, in part or in whole, with Federal funding, it is hereby agreed and understood that Section 60-250.4, Section 60-250.5, and Section 60-741.4 of Title 41 of the United States Code, which addresses Affirmative Action requirements for disabled workers, is incorporated into this Solicitation and resultant contract by reference.

1.39 BINDING EFFECT

All of the terms and provisions of this contract/agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties and their respective legal representatives, successors, and permitted assigns.

1.40 SEVERABILITY

The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement. A non-appropriation event shall not constitute a default or breach of said contract or agreement by the City.

1.41 GOVERNING LAW AND VENUE

This contract and all transactions contemplated by this agreement shall be governed by and construed and enforced in accordance with the laws of the State of Florida without regard to any contrary conflicts of law principle. Venue of all proceedings in connection herewith shall lie exclusively in Palm Beach County, Florida, and each party hereby waives

whatever its respective rights may have been in the selection of venue.

1.42 ATTORNEY'S FEES
It is hereby understood and agreed that in the event any lawsuit in the judicial system, federal or state, is brought to enforce compliance with this contract or interpret same, or if any administrative proceeding is brought for the same purposes, each party shall pay their own attorney's fees and costs, including appellate fees and costs.

1.43 EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION
The City of Palm Beach Gardens complies with all laws prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring equal opportunity in the award of contracts and encourages small, local, minority, and female-owned businesses to participate.

During the performance of this contract, the awarded Bidder agrees it will not discriminate or permit discrimination in its hiring practices or in its performance of the contract. The awarded Bidder shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the State of Florida, Palm Beach County and the federal government.
The awarded Bidder further acknowledges and agrees to provide the City with all information and documentation that may be requested by the City from time to time regarding the Solicitation, selection, treatment and payment of subcontractors, suppliers, and vendors in connection with this Contract.

1.44 AVAILABILITY OF CONTRACT TO OTHER CITY DEPARTMENTS
It is agreed and understood that any City department or agency may access this contract and purchase the goods or services awarded herein. Each City department will issue a separate purchase order to the awarded Bidder for the department's specific purchases.

1.45 CRIMINAL HISTORY BACKGROUND CHECKS
Prior to hiring a contract employee or contracting with a Bidder, the City may conduct a comprehensive criminal background check by accessing any Federal, State, or local law enforcement database available. The contract employee or Bidder will be required to sign an authorization for the City to access criminal background information. The costs for the background checks shall be borne by the City.

1.46 LABOR, MATERIALS, AND EQUIPMENT
Unless specified elsewhere in the Solicitation or resultant contract, all labor, materials, and equipment required for the performance of the requirements of the Contract shall be supplied by the awarded Bidder.

1.47 MINIMUM WAGE REQUIREMENTS
The awarded Bidder shall comply with all minimum wage and living wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other wages laws, as may be applicable to this Contract.

1.48 PACKING SLIP AND DELIVERY TICKET
A packing slip and/or delivery ticket shall accompany all items during delivery to the City. The documents shall include information on the contract number or purchase order, any back order items, and the number or quantity of items being delivered.

1.49 PURCHASE OF OTHER ITEMS
The City reserves the right to purchase other related goods or services, not listed in the Solicitation, during the contract term. When such requirements are identified, the City may request price quote(s) from the awarded Bidder(s) on the contract. The City, at its sole discretion, will determine if the prices offered are reasonable, and may choose to purchase the goods or services from the awarded Bidder, another contract vendor, or a non-contract vendor.

1.50 PUBLIC RECORDS
Florida law provides that municipal records shall at all times be available to the public for inspection. Chapter 119, Florida Statutes, the Public Records Law, requires that all material submitted in connection with a Bid response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after Bid opening, whichever occurs first. Certain exemptions to public disclosure are statutorily provided for in Section 119.07, Florida Statutes. If the Bidder believes any of the information contained in his/her/its Bid is considered confidential and/or proprietary, inclusive of trade secrets as defined in Section 812.081, Florida Statutes, and is exempt from the Public Records Law, then the Bidder, must in its response, specifically identify the material which is deemed to be exempt and state the legal authority for the exemption. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with the firm's name and the Bid number clearly marked on the outside. The City will not accept Bids when the entire Bid is labeled as exempt from disclosure. The City's determination of whether an exemption applies shall be final, and the Bidder agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.

The awarded Bidder(s) shall keep and maintain public records and fully comply with the requirements set forth at Section 119.0701, Florida Statues, as applicable; failure to do so shall constitute a material breach of any and all agreements awarded pursuant to this Solicitation.

1.51 CONFLICTS OF INTEREST

All Bidders must disclose with their Bid the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens. Further, all Bidders must disclose the name of any City employee who has any interest, financial or otherwise, direct or indirect, of five percent (5%) or more in the Bidders' firm or any of its branches. Failure to disclose any such affiliation will result in disqualification of the Bidder from this Invitation to Bid and may be grounds for further disqualification from participating in any future Bids with the City.

1.52 PUBLIC ENTITY CRIMES

As provided in Section 287.133(2) (a), Florida Statutes, a person or affiliate who has been placed on the convicted vendors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity; may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids 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.

1.53 OTHER GOVERNMENTAL AGENCIES

If a Bidder is awarded a contract as a result of this ITB, the Bidder shall allow other governmental agencies to access this contract and purchase the goods and services under the terms and conditions at the prices awarded, as applicable.

1.54 COMPLETION OF WORK AND DELIVERY

All work shall be performed and all deliveries made in accordance with good commercial practice. The work schedule and completion dates shall be adhered to by the awarded Bidder(s), except in such cases where the completion date will be delayed due to acts of nature, force majeure, strikes, or other causes beyond the control of the awarded Bidder. In these cases, the awarded Bidder shall notify the City of the delays in advance of the original completion so that a revised delivery schedule can be appropriately considered by the City.

1.55 FAILURE TO DELIVER OR COMPLETE WORK

Should the awarded Bidder(s) fail to deliver or complete the work within the time stated in the contract, it is hereby agreed and understood that the City reserves the authority to cancel the contract with the awarded Bidder and secure the services of another vendor to purchase the items or complete the work. If the City exercises this authority, the City shall be responsible for reimbursing the awarded Bidder for work that was completed, and items delivered and accepted by the City in accordance with the contract specifications. The City may, at its option, demand payment from the awarded Bidder, through an invoice or credit memo, for any additional costs over and beyond the original contract price which were incurred by the City as a result of having to secure the services of another vendor.

1.56 CORRECTING DEFECTS

The awarded Bidder shall be responsible for promptly correcting any deficiency, at no cost to the City, within three (3) calendar days after the City notifies the awarded Bidder of such deficiency in writing. If the awarded Bidder fails to correct the defect, the City may (a) place the awarded Bidder in default of its contract; and/or (b) procure the products or services from another source and charge the awarded Bidder for any additional costs that are incurred by the City for this work or items, either through a credit memorandum or through invoicing.

1.57 ACCIDENT PREVENTION AND BARRICADES

Precautions shall be exercised at all times for the protection of persons and property. All awarded Bidders performing services or delivering goods under this contract shall conform to all relevant OSHA, State, and County regulations during the course of such effort. Any fines levied by the above-mentioned authorities for failure to comply with these requirements shall be borne solely by the awarded Bidder. Barricades shall be provided by the awarded Bidder when work is performed in areas traversed by persons, or when deemed necessary by the City.

1.58 OMISSIONS IN SPECIFICATIONS

The specifications and/or statement of work contained within this Solicitation describe the various functions and classes of work required as necessary for the completion of the project. Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the Bidder from furnishing, installing, or performing such work where required to the satisfactory completion of the project.

1.59 MATERIALS SHALL BE NEW AND WARRANTED AGAINST DEFECTS

The awarded Bidder hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the awarded Bidder in conjunction with this Solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose. In the event any of the materials supplied to the City by the awarded Bidder are found to be defective or do not conform to specifications, (1) the materials may be returned to the awarded Bidder at the Bidder's expense and the contract cancelled; or (2) the City may require the awarded Bidder to replace the materials at the Bidder's expense.

1.60 TOXIC SUBSTANCES/FEDERAL "RIGHT TO KNOW" REGULATIONS

The Federal "Right to Know" Regulation implemented by the Occupational Safety and Health Administration (OSHA) requires employers to inform their employees of any toxic substances to which they may be exposed in the workplace, and to provide training in safe handling practices and emergency procedures. It also requires notification to local fire departments of the location and characteristics of all toxic substances regularly present in the workplace.

Accordingly, the awarded Bidder(s) performing under this contract are required to provide two (2) complete sets of Material Safety Data Sheets to each City department utilizing the any awarded products that are subject to these regulations. This information should be provided at the time when the initial delivery is made, on a department-by-department basis.

1.61 TAXES
The City of Palm Beach Gardens is exempt from Federal and State taxes for tangible personal property.

1.62 BIDDER'S COSTS
The City shall not be liable for any costs incurred by Bidders in responding to this Invitation to Bid.

1.63 SUBSTITUTION OF PERSONNEL
It is the intention of the City that the awarded Bidder's personnel proposed for the contract shall be available for the initial contract term. In the event the awarded Bidder wishes to substitute personnel, the awarded Bidder shall propose personnel of equal or higher qualifications, and all replacement personnel are subject to the City's approval. In the event the substitute personnel are not satisfactory to the City, and the matter cannot be resolved to the satisfaction of the City, the City reserves the right to cancel the contract for cause.

1.64 FORCE MAJEURE
The City and the awarded Bidder are excused from the performance of their respective obligations under the contract when and to the extent that their performance is delayed or prevented by any circumstances beyond their control, including fire, flood, explosion, strikes or other labor disputes, natural disasters, public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance provided that:

a. The non-performing party gives the other party prompt written notice describing the particulars of the force majeure, including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the force majeure.

b. The excuse of performance is of no greater scope and of no longer duration than is required by the force majeure.

c. No obligations of either party that arose before the force majeure causing the excuse of performance are excused as a result of the force majeure.

d. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the awarded Bidder shall not constitute a force majeure. The term of the contract shall be extended by a period equal to that during which either party's performance is suspended under this section.

1.65 NOTICES
Notices shall be effective when received at the addresses specified in the contract/agreement. Changes in respective addresses to which such notices are to be directed may be made from time to time by either party by written notice to the other party. Facsimile and email transmissions are acceptable notice effective when received; however, facsimile and email transmissions received after 5:00 p.m. or on weekends or holidays will be deemed received on the next business day. The original of the notice must also be mailed to the receiving party.

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the successful Proposer and the City of Palm Beach Gardens.

1.66 POOL CONTRACTS
During the term of contracts and agreements that are executed as vendor pools, awarding vendors in prequalified pools of vendors, either as a general pool or by categories, sub-categories, or groups, the City reserves the right to add new vendors to these contracts for goods or services not awarded for the original Solicitation or as part of the general pool category, sub-category or group. To be eligible to be added to these pool contracts, a vendor must meet the same eligibility requirements established in the original Invitation to Bid.

1.67 FISCAL FUNDING OUT
The City's obligation pursuant to any contract or agreement entered into in accordance with this Solicitation is specifically contingent upon the lawful appropriation of funds. Failure to lawfully appropriate funds for any contract or agreement awarded shall result in automatic termination of the contract or agreement.

SECTION 2
SPECIAL TERMS AND CONDITIONS

2.1 PURPOSE

The purpose of this Solicitation is to establish a contract for cleaning and maintenance services for an indoor firearms range for the Police Department of the City of Palm Beach Gardens, Florida.

2.2 CONTRACT MEASURES AND PREFERENCES

Intentionally Omitted

2.3 PRE-BID CONFERENCE AND SITE VISIT

The City will hold a Pre-Bid Conference on Wednesday, December 14, 2016, starting promptly at 10:00AM at City Hall, 10500 N Military Trail, Palm Beach Gardens, FL.

Potential Bidders should bring a copy of this Solicitation with them to the Pre-Bid Conference. Bidders will be allowed to ask questions and obtain information on important aspects of this Solicitation.

After the Pre-Bid Conference, there will be a follow-up Site Visit/Range Inspection at the Tactical Training Center, where the indoor firearms range is located. The Tactical Training Center is part of the City Hall Campus.

The purpose of the Pre-Bid Conference and Site Visit is to provide and solicit information relative to the scope, purpose, nature, and extent of the work, and any local conditions, which may affect the work and its performance. Submission of a Bid shall constitute an acknowledgement by the Bidder that it has thoroughly examined and is familiar with the requirements of this Solicitation package. The failure or neglect of the Bidder to examine the Solicitation package, shall in no way relieve the Bidder of any obligation with respect to its Bid or the requirements of the Contract. No claim for additional compensation will be allowed which is based on a lack of knowledge of the requirements of this Solicitation package or the resultant Contract.

2.4 TERM OF CONTRACT: FIVE (5) YEARS

The Contract shall commence on the date of the duly executed Agreement, and shall remain in effect for five (5) years, contingent upon the completion and submittal of all required Bid documents. The Contract shall expire on the last day of the last month of the five (5)-year Contract Term.

2.5 OPTIONS TO RENEW

Intentionally Omitted

2.6 METHOD OF AWARD: LOWEST PRICE

The City will award this contract to the responsive and responsible Bidder who submits the lowest price to perform the work.

2.7 PRICES SHALL BE FIXED AND FIRM

If the Bidder is awarded a contract under this Solicitation, the prices offered by the Bidder shall

remain fixed and firm during the Contract Term, except for any price adjustments that may be allowed elsewhere in this Contract.

2.8 PRICE ADJUSTMENTS
Intentionally Omitted

2.9 EXAMINATION OF CITY FACILITIES OR EQUIPMENT
Prior to submitting its offer, it is recommended that the Bidder visit the site of the proposed work and become familiar with any conditions which may in any manner affect the work to be done or affect the equipment, materials and labor required. The Bidder is also advised to examine carefully any drawings, specifications, or equipment, and become thoroughly aware regarding any and all conditions and requirements that may in any manner affect the work to be performed under the Contract. No additional allowances will be made because of lack of knowledge of these conditions.

For site visitation and equipment inspections please contact the Police Department's representative Glenn Wright at 561.799.4529 for an appointment.

2.10 EQUAL PRODUCTS
Intentionally Omitted

2.11 LIQUIDATED DAMAGES
Intentionally Omitted

2.12 FAILURE TO PERFORM WORK: FINANCIAL CONSEQUENCES
At the City's sole discretion, the City may apply the following financial consequences to the awarded Bidder for the awarded Bidder's failure to perform any aspect of the services established in the Contract. Each day that the awarded Bidder fails to perform its contractual obligations shall be counted as one occurrence.

For each occurrence and each subsequent failure to perform the cleaning and maintenance services, the City shall have the right to charge the awarded Bidder as follows:

First Failure:	$1,000
Second Failure:	$1,500
Third Failure:	$2,000 per occurrence; and the same amount for any subsequent occurrences.

The City shall have the right to deduct the applicable amounts from any invoice due to the awarded Bidder, under this Contract, or to invoice the awarded Bidder for the amounts due for payment.

2.13 INSURANCE
The awarded Bidder shall not commence any performance pursuant to the terms of this Bid until certification or proof of insurance has been received and approved by the City's Risk Coordinator or designee.
The required insurance coverage must be issued by an insurance company authorized, licensed and registered to do business in the State of Florida, with the minimum rating of B+ or better, in

accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in Certificates of Insurance which provides that the City of Palm Beach Gardens shall be notified at least thirty (30) days in advance of cancellation, non-renewal, or adverse change.

The receipt of certificates or other documentation of insurance or policies or copies of policies by the City or by any of its representatives, which indicate less coverage than is required, does not constitute a waiver of the awarded Bidder's obligation to fulfill the insurance requirements herein. Deductibles must be acceptable to the City of Palm Beach Gardens.

The awarded Bidder must submit a current Certificate of Insurance, naming the City of Palm Beach Gardens as an additional insured and listed as such on the insurance certificate. New certificates of insurance are to be provided to the City upon expiration.

The awarded Bidder shall provide insurance coverage as follows:

i. WORKERS COMPENSATION
Workers Compensation Insurance to apply for all employees in compliance with the "Workers Compensation Law" of the State of Florida and all applicable Federal laws. The City reserves the right not to accept exemptions to the Workers Compensation requirements of this Solicitation.

ii. COMPREHENSIVE GENERAL LIABILITY
Comprehensive General Liability Insurance with minimum limits of One Million Dollars ($1,000,000.00); include Products/Completion Liability of One Million Dollars ($1,000,000) and Pollution Liability of One Million Dollars ($1,000,000). Such certificate shall list the City as additional insured.
NOTE: If Comprehensive General Liability limits are less than One Million Dollars ($1,000,000.00), the sum of Comprehensive General Liability limits and Excess Liability limits must equal no less than One Million Dollars ($1,000,000.00).

iii. AUTOMOBILE LIABILITY
Automobile Liability Insurance to include owned, non-owned, and hired, with minimum limits of One Million Dollars ($1,000,000.00) each occurrence.

The awarded Bidder must submit, no later than ten (10) days after award and prior to commencement of any work, a Certificate of Insurance naming the City of Palm Beach Gardens as an additional insured.

2.14 BID BOND/GUARANTY
Intentionally Omitted

2.15 PERFORMANCE BOND
Intentionally Omitted

2.16 LICENSES AND CERTIFICATIONS
Any Bidder who submits an offer in response to this Solicitation shall, at the time of such offer, hold the valid licenses, certifications, and permits that are required to perform the work described

in this Solicitation. The Bidder shall include copies of the licenses, certifications, and permits with its Bid Submittal. Failure to provide this documentation with the Bid Submittal may result in the Bidder being deemed non-responsive.

If work will be performed by a subcontractor(s), the applicable licenses, certificates, and permits required for the subcontractor shall be submitted with the prime Bidder's offer; provided, however, the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) information/documentation to the City during the Bid evaluation period.

2.17 METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED WORK

The awarded Bidder shall submit an invoice to the City after each cleaning and maintenance service has been performed. The date of the invoices shall not exceed thirty (30) calendar days from the performance of the work. Under no circumstances shall the invoice be submitted to the City in advance of the performance and acceptance of the work.

The invoice shall contain the following basic information: the awarded Bidder's name and address, invoice number, date of invoice, date work was performed, description of service, the contract number, purchase order number, and any discounts.

The City prides itself on paying its vendors promptly and efficiently, and as such requires that vendors accept payment via wire transfer, ACH (direct deposit), or an appropriate electronic payment method. The City is averse to issuing paper checks and seeks to discontinue this practice. All payments shall be made in accordance with the Florida Prompt Payment Act, Section 218.74, *Florida Statutes*, upon presentation of a proper invoice by the awarded Bidder.

2.18 DELIVERY REQUIREMENTS

Intentionally Omitted

2.19 WARRANTY REQUIREMENTS: THIRTY (30) DAYS

In addition to all other warranties that may be supplied by the Bidder, the awarded Bidder shall warrant its products and/or service against faulty labor and/or defective material, for a minimum period of thirty (30) days from the date of acceptance of the labor, materials and/or equipment by the City. This warranty requirement shall remain in force for the full period; regardless of whether the awarded Bidder is under contract with the City at the time of defect. Any payment by the City on behalf of the services received from the awarded Bidder does not constitute a waiver of these warranty provisions.

2.20 ADDITIONAL FACILITIES

Intentionally Omitted

2.21 CATALOGS AND PRICE LISTS

Intentionally Omitted

2.22 CLEAN UP

The awarded Bidder shall remove all unusable materials and debris from the work areas at the end of each workday, and dispose of the same in an appropriate manner. Upon final completion,

the awarded Bidder shall thoroughly clean up all areas where work has been involved as mutually agreed with the Police Department.

2.23 DEMONSTRATION OF EQUIPMENT
Intentionally Omitted

2.24 HOURLY RATE
Intentionally Omitted

2.25 MOTOR VEHICLE LICENSE REQUIREMENT
Intentionally Omitted

2.26 PATENTS AND ROYALTIES
Intentionally Omitted

2.27 PRE-CONSTRUCTION CONFERENCE
Intentionally Omitted

2.28 RELEASE OF CLAIM REQUIRED
Intentionally Omitted

2.29 SUBCONTRACTORS OF WORK SHALL BE IDENTIFIED
As part of its Bid, the Bidder must identify any and all subcontractors that will be used in the performance of the proposed work, their capabilities and experience, and the portion of the work to be done by the subcontractor. The competency of the subcontractor(s) with respect to experience, skill, responsibility and business standing shall be considered by the City when making the award in the best interest of the City. If the Bidder fails to identify any and all sub-contractors in the Bid, the Bidder may be allowed to submit this documentation during the Bid evaluation period, if such action is in the best interest of the City.

2.30 OTHER FORMS OR DOCUMENTS
If the City is required by the awarded Bidder to complete and execute any other forms or documents in relation to this Solicitation, the terms, conditions, and requirements in this Solicitation shall take precedence to any and all conflicting or modifying terms, conditions or requirements of the Bidder's forms or documents.

SECTION 3
STATEMENT OF WORK

3.1 RANGE INFORMATION

The Indoor Firearms Range is a 10-lane indoor metal backstop/decelerator-style range fabricated and installed by Action Target, Inc., of Provo, Utah. The inside dimensions are 50 feet by 90 feet with a standard 8-foot-high wall. The air handler system is located on the roof of the building. It is a Laminar 75FPM air flow system that meets all OSHA, EPA, and NIOSH guidelines and standards. The air handler system was supplied and installed by Carey's Range Ventilation.

3.2 CLEANING AND MAINTENANCE SERVICES

The awarded Bidder shall provide all supplies, materials, parts, tools, equipment, and personnel to perform periodic cleaning and maintenance of the indoor firearms range located in the Police Department's Tactical Training Center.

The following are the minimum cleaning and maintenance services that the City requires for the Range:

a. HEPA vacuum and mop entire floor (range area) from the bullet trap to the back wall;

b. Pick up and remove all lead bullet fragments in front of the trap in the trough;

c. HEPA vacuum and mop floor behind bullet trap area. The bullet trap area measures 15 feet by 50 feet;

d. Wipe down decelerator and trap plates behind trap area;

e. Clean and wipe down shooting stalls and range walls;

f. Remove all hazardous materials, to include, mop heads and waste water, rags etc. and dispose of properly;

g. Remove lead shot (mixed use lead and copper - frangible ammunition will be used), which will be in 55 gallon drums and can be brought to the parking lot through the 6-foot door on a pallet;

h. Remove the old filters, which will be boxed and labeled as such awaiting pickup and proper disposal;
NOTE: All filter changes will be done by City using proper Tyvek suits and respirators.

i. Remove lead dust from Dust Collection Unit, if needed, and properly place in sealed container and dispose of properly.

j. Remove lead dust that is placed in sealed container from HEPA vacuum (day-to-day cleaning by City) and properly dispose of the material;

k. Replace 55 gallon drums and 5 gallon drums that are removed from site;

l. Provide dump box for use between visits to place hazardous waste, which will be removed at each visit. (approximately pallet size box or smaller);

m. Provide proper documentation of removal and disposal of all materials as required by OSHA;

n. Verify that the ventilation system is working;

o. Meet with the Range Supervisor/Training Manager at each visit to discuss any potential issues; and

p. Place firearm range equipment back into operation.

3.3 FREQUENCY OF SERVICE

The Tactical Training Center and Indoor Firearms Range are not open to the public and the intense use of the facilities by non-law enforcement personnel is not anticipated. Therefore, the City only requires that the cleaning and maintenance service be provided as two "deep-cleanings" each year.

3.4 TRANSPORTATION AND DISPOSAL

The awarded Bidder must transport and dispose of the waste generated by the range in a responsible and safe manner that conforms with all federal, state, and local requirements. All containers used for disposal must meet DOT requirements.

3.5 SAFETY AND PROTECTION

The awarded Bidder shall be solely and completely responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work being performed. The awarded Bidder shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent injury to, all its employees on the work site and other persons, including but not limited to, any member of the general public who may be affected thereby. The awarded Bidder shall be responsible for providing and for the placement of barricades, tarps, plastic, flag tape and other safety/access control equipment required to protect the users, the public, surrounding areas, and equipment. Safe and responsible performance of the services is of prime concern to the City and all costs associated for ensuring such safety are the responsibility of the awarded Bidder.

The City does not assume any responsibility, at any time, for the protection of or for loss of materials, from the time that the contract operations have commenced until the final acceptance of the services by the City.

3.6 MAINTENANCE OF SHOOTING RANGE

The awarded Bidder is not required to perform any preventative, mechanical, or structural maintenance to the firearm range or firearm range equipment.

BID SUBMITTAL

This Page and all following pages comprise your original Bid Submittal package. Please also attach any additional information or documentation requested in this Invitation to Bid. There is no need to include the preceding Sections 1, 2, and 3 in your Bid Submittal package.

INSTRUCTIONS

Sealed Bids must be received on or before the due date and time (local time) at the office of the City Clerk, 10500 North Military Trail, Palm Beach Gardens, Florida 33410. Normal City business hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, except holidays. **All Bids will be publicly opened** at City Hall. Each Bid submitted to the City Clerk **shall have the following information clearly marked on the face of the envelope:** the Bidder's name, return address, ITB number, due date for Bids, and the title of the Bid. Included in the envelope shall **be a signed original of the Solicitation Summary and one (1) electronic version of your Bid on CD or a thumb drive in a usable PDF format**. If the Solicitation Summary is not included in the envelope as a hard copy, the City may deem your Bid non-responsive. A hard-copy of your Bid is not required. Bids must contain all information required to be included in the submittal, as described in this Solicitation.

Invitation to Bid No.: ITB2017-073PD

Title: Cleaning and Maintenance of Indoor Firearms Range

Due Date and Time: Friday, January 13, 2017 @ 3:00PM

_____

Name of Bidder

SECTION 4
PRICING SCHEDULE

4.1 PRICES AND RATES

The Bidder shall indicate in the spaces provided below, the firm and fixed prices, and rates offered to the City to perform the services described in this Solicitation.

ITEM	DESCRIPTION	UNIT	EST QUANTITY	UNIT RATE	PRICE
1.	Bi-Annual (every six months) Cleaning and Maintenance of Indoor Firearms Range	each	2	$	$
2.	Disposal of Spent HVAC Air Filters	box	1	$	$
3.	Disposal of Mop Water	drum	2	$	$
4.	Lead Shot for Recycle	drum	2	$	$
5.	PPE, Debris	drum	2	$	$
6.	Transportation of Drums (55-gallons each)	drum	6	$	$
7.	Transportation of Boxes	box	1	$	$
8.	Stop Fee (for Pickups)	each	1	$	$
9.	Replacement Drums	drum	6	$	$
10.	Replacement Boxes	box	1	$	$
				TOTAL	**$**

4.2 REQUIRED SUBMITTALS

The Bidder shall include copies of the licenses, certifications, and permits with its Bid Submittal. Failure to provide this documentation with the Bid Submittal may result in the Bidder being deemed non-responsive. If work will be performed by a subcontractor(s), the applicable licenses, certificates, and permits required for the subcontractor shall be submitted with the prime Bidder's offer; provided, however, the City may at its option and in its best interest allow the Bidder to supply the subcontractor(s) information/documentation to the City during the Bid evaluation period.

SECTION 5
ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

List below the dates of issue for each addendum received in connection with this Solicitation:

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

Addendum #9, Dated _____

Addendum #10, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS SOLICITATION

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

SECTION 6
BID SUBMITTAL SIGNATURE PAGE

By signing this Bid the Bidder certifies that it satisfies all legal requirements as an entity to do business with the City, including all Conflict of Interest and Code of Ethics provisions.

Firm Name:

_____

Street Address:

_____

Mailing Address (if different than Street Address):

_____

Telephone Number(s): _____

Fax Number(s): _____

Email Address: _____

Federal Employer Identification Number: _____

Prompt Payment Terms: _____% _____ days' net _____days

Signature: _____
(Signature of authorized agent)

Print Name: _____

Title: _____

By signing this document, the Bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract/Agreement.

THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF BIDDER TO BE BOUND BY THE TERMS OF ITS OFFER, FOR NOT LESS THAN 90 DAYS, AND THE BIDDER'S UNEQUIVOCAL OFFER TO BE BOUND BY THE TERMS AND CONDITIONS SET FORTH IN THIS INVITATION TO BID. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED ABOVE, BY AN AUTHORIZED REPRESENTATIVE, SHALL RENDER THE BID NON-RESPONSIVE. THE CITY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY BID THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE BIDDER TO THE TERMS OF ITS OFFER.

SECTION 7
AFFIDAVITS, PERFORMANCE AND PAYMENT BONDS FORMAT, LETTER OF CREDIT FORMAT

7.1 AFFIDAVITS

The forms listed below must be completed by an official having legal authorization to contractually bind the company or firm. Each signature represents a binding commitment upon the Bidder to provide the goods and/or services offered to the City if the Bidder is determined to be the lowest responsive and responsible Bidder.

a. Conflict of Interest Disclosure Form

b. Notification of Public Entity Crimes Law

c. Notification of Public Records Law

d. Drug-Free Work Place

e. Non-Collusion Affidavit

f. Sample Performance Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

g. Sample Payment Bond Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

h. Sample Letter of Credit Format
(if required, will be requested from bidder recommended for award)
DO NOT COMPLETE

CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, *Florida Statutes*. All Bidders must disclose within their Bids: the name of any officer, director, or agent who is also an employee of the City of Palm Beach Gardens.

Furthermore, all Bidders must disclose the name of any City employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Bidder's firm or any of its branches.

The purpose of this disclosure form is to give the City the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal considerations may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any City duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

_____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for this Bid.

_____ The undersigned firm, by attachment to this form, submits information which may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Bid.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, *Florida Statutes*, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases or real property to a public entity, may not be awarded or perform work as a contractor, supplier, sub-vendor, 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 [F.S.] for Category Two [$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

Notification of Public Records Law Pertaining to Public Contracts and Requests for Contractor Records Pursuant to Chapter 119, *Florida Statutes*

Pursuant to Chapter 119, *Florida Statutes*, Contractor shall comply with the public records law by keeping and maintaining public records required by the City of Palm Beach Gardens in order to perform the service. Upon request from the City of Palm Beach Gardens' custodian of public records, contract shall provide the City of Palm Beach Gardens with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, *Florida Statutes* or as otherwise provided by law. Contractor shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract. If the Contractor does not transfer the records to the City of Palm Beach Gardens. Contractor upon completion of the contract, shall transfer, at no cost, to the City of Palm Beach Gardens all public records in possession of the Contractor or keep and maintain public records required by the City of Palm Beach Gardens in order to perform the service. If the Contractor transfers all public records to the City of Palm Beach Gardens upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City of Palm Beach Gardens, upon request from the City of Palm Beach Gardens' custodian of public records, in a format that is compatible with the information technology systems of the City of Palm Beach Gardens.

IF 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 OFFICE OF THE CITY CLERK LOCATED AT 10500 NORTH MILITARY TRAIL, PALM BEACH GARDENS, FLORIDA 33410, PHONE NUMBER (561) 799-4122, EMAIL ADDRESS: PSNIDER@PBGFL.COM .

Acknowledged:

_____

Firm Name

_____

Signature

_____

Name and Title (Print or Type)

_____

Date

DRUG-FREE WORKPLACE

_____is a drug-free workplace and has
(Company Name)
a substance abuse policy in accordance with and pursuant to Section 440.102, *Florida Statutes*.

Acknowledged by:

_____
Firm Name

_____
Signature

_____
Name and Title (Print or Type)

_____
Date

NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

Before me, the undersigned authority, personally appeared _____, who, after being by me first duly sworn, deposes and says of his/her personal knowledge that:

a. He/She is _____ of _____, the Bidder that has submitted a Bid to perform work for the following:

ITB No.: _____ Title: _____

b. He/She is fully informed respecting the preparation and contents of the attached Request for Bids, and of all pertinent circumstances respecting such Solicitation.

Such Bid is genuine and is not a collusive or sham Bid.

c. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Bidder, firm, or person to submit a collusive or sham Bid in connection with the Solicitation and contract for which the attached Bid has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm, or person to fix the price or prices in the attached Bid or any other Bidder, or to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.

d. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

_____
Signature

Subscribed and sworn to (or affirmed) before me this _____ day of _____ 201_, by _____, who is personally known to me or who has produced _____ as identification.

SEAL

Notary Signature_____
Notary Name: _____
Notary Public (State): _____
My Commission No: _____
Expires on: _____

SAMPLE PERFORMANCE BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 201_, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise, it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the City.

Whenever Contractor shall be and declared by the City to be in default under the Contract, the City having performed City's obligations thereunder, the Surety may promptly remedy the default or shall promptly:

a. Complete the Contract in accordance with its terms and conditions; or

b. Obtain a Bid or Bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the most responsible Bidder, or if the City elects, upon determination by the City and the Surety jointly of the most responsible Bidder, arrange for a Contract between such Bidder and the City, and make available as work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance

of the contract price", as used in this paragraph, shall mean the total amount payable by the City to Contractor under the contract and any amendments thereto, less the amount properly paid by the City to the Contractor.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 201_.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE PAYMENT BOND FORMAT

KNOW ALL MEN BY THESE PRESENTS: that -_____

_____,

(Insert full name and address or legal title of successful Bidder)

as Principal, hereinafter called Contractor, and _____,
(Name of Insurer)
as Surety, hereinafter called Surety, are held and firmly bound unto the City of Palm Beach Gardens, Palm Beach County, Florida.

As Obligee, hereinafter called the City, in the amount of _____,

($_____), for the payment whereof, Contractor and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severably, firmly by the presents.

WHEREAS, Contractor has by written agreement dated _____, 201_, entered into Contract No._____ with the City in accordance with the Solicitation specifications prepared by the City, which Contract is by reference made a part hereof and is hereinafter referred as the Contract, for the performance of the following Work:

_____

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if said Contractor and all subcontractors to whom any portion of the work provided for in said Contract is sublet and all assignees of said Contract and of such subcontractors shall promptly make payments to all persons supplying him or them with labor, products, services, or supplies for or in the prosecution of the work provided for in such Contract, or in any amendment or extension of or addition to said Contract, and for the payment of reasonable attorney's fees, incurred by the claimants in suits on this bond, then the above obligation shall be void; otherwise, it shall remain in full force and effect.

HOWEVER, this bond is subject to the following conditions and limitations:

a) Any person, firm or corporation that has furnished labor, products, or supplies for or in the prosecution of the work provided for in said Contract shall have a direct right of action against the Contractor and Surety on this bond, which right of action shall be asserted in a proceeding, instituted in the county in which the work provided for in said Contract is to be performed or in any county in which Contractor or Surety does business. Such right of action shall be asserted in proceedings instituted in the name of the claimant or claimants for his or their use and benefit against said Contractor and Surety or either of them (but not later than one year after the final settlement of said Contract) in which action such claim or claims shall be adjudicated and judgment rendered thereon.

b) The Principal and Surety hereby designate and appoint _____

_____as the agent of each of them to receive and accept service of process or other pleading issued or filed in any proceeding instituted on this bond and hereby consent that such service shall be the same as personal service on the Contractor and/or Surety.

c) In no event shall the Surety be liable for a greater sum than the penalty of this bond, or subject to any suit, action or proceeding thereon that is instituted later than one year after the final settlement of said Contract.

d) This bond is given pursuant to and in accordance with the provisions of Florida Statutes, and all the provisions of the law referring to this character of bond as set forth in any sections or as may be hereinafter enacted, and these are hereby made a part hereof to the same extent as if set out herein in full.

Any suit under this bond must be instituted before the expiration of twenty-five (25) months from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the City named herein or the heirs, executors, administrators, or successors of the City.

Signed and sealed this _____ day of _____, 201_.

_____
(Principal) (Seal)

_____ _____
(Witness) (Title)

_____
(Name of Insurer) Surety (Seal)

_____ By: _____
(Witness) (Attorney-in-Fact)

SAMPLE LETTER OF CREDIT FORMAT

LETTER OF CREDIT NO.: _____
ISSUANCE DATE: _____

APPLICANT:
{Name of Corporation} _____
{Address}_____
{City, State, Zip} _____

BENEFICIARY:
CITY OF PALM BEACH GARDENS
10500 N. MILITARY TRAIL
PALM BEACH GARDENS, FLORIDA 33410

FOR U.S.D. $_____
DATE OF EXPIRATION: _____

WE HEREBY ESTABLISH OUR IRREVOCABLE LETTER OF CREDIT NO. _____ IN FAVOR OF THE BENEFICIARY, THE CITY OF PALM BEACH GARDENS, FLORIDA (HEREINAFTER "PBG") FOR THE ACCOUNT OF THE ABOVE-REFERENCED APPLICANT, AVAILABLE BY YOUR DRAFTS DRAWN ON (Insert name of Bank) PAYABLE AT SIGHT FOR ANY SUM OF MONEY NOT TO EXCEED A TOTAL OF (Insert the amount of money), THE AMOUNT REFERENCED ABOVE.

DEMANDS OF THE LETTER OF CREDIT MUST BE ACCOMPANIED BY A STATEMENT FROM THE CITY MANAGER OF THE CITY OF PALM BEACH GARDENS CERTIFYING EITHER: (1) THAT SAID LETTER OF CREDIT IS ABOUT TO EXPIRE AND HAS NOT BEEN RENEWED, OR (2) THAT WORK HAS NOT BEEN COMPLETED IN ACCORDANCE WITH THE PLANS, SPECIFICATIONS, AND AGREEMENTS (INCLUDING ANY AMENDMENTS THEREOF) FOR THE FOLLOWING PROJECT: {**Name of Project}** **_____** (THE 'PROJECT').

IT IS A CONDITION OF THIS LETTER OF CREDIT THAT IT WILL BE AUTOMATICALLY EXTENDED FOR PERIODS OF ONE YEAR FROM EXPIRY DATE HEREOF, OR ANY FUTURE EXPIRATION DATE, WITHOUT ANY AMENDMENT, UNLESS THIRTY (30) DAYS BUT NO MORE THAN SIXTY (60) DAYS PRIOR TO ANY EXPIRATION DATE WE SHALL NOTIFY PBG IN WRITING BY CERTIFIED MAIL RETURN RECEIPT REQUESTED, OR BY COURIER VIA HAND DELIVERY AT THE ABOVE-LISTED ADDRESS, THAT WE ELECT NOT TO CONSIDER THIS LETTER OF CREDIT RENEWED FOR ANY SUCH ADDITIONAL PERIOD.

WE HEREBY AGREE WITH THE DRAWERS, ENDORSERS, AND BONA FIDE HOLDERS OF ALL DRAFTS DRAWN UNDER AND IN COMPLIANCE WITH THE TERMS OF THE CREDIT THAT SUCH DRAFTS WILL BE DULY HONORED UPON PRESENTATION TO **{Name of Bank}** _____ (THE 'BANK'), WHICH IS DULY AUTHORIZED TO CONDUCT BUSINESS IN THE STATE OF FLORIDA IN ACCORDANCE WITH THE TERMS HEREOF. IF A DRAFT, AS DESCRIBED IN THIS LETTER OF CREDIT, IS PRESENTED PRIOR TO THE EXPIRATION DATE AND IN CONFORMITY WITH THE TERMS OF THIS LETTER OF CREDIT AND UPON

PRESENTATION IT IS WRONGFULLY DISHONORED BY THE BANK, THE BANK AGREES TO PAY REASONABLE ATTORNEYS FEES AND COSTS, INCLUDING FEES AND COSTS ON APPEAL, INCURRED BY THE CITY OF PALM BEACH GARDENS TO ENFORCE THIS LETTER OF CREDIT SHOULD PBG PREVAIL.

DOCUMENTS MUST BE PRESENTED FOR PAYMENT TO:
{Name of Bank Branch} _____
{Address}_____
{City, State, Zip} _____
ATTN: **{Department}** _____

ALL DRAWINGS UNDER THIS LETTER OF CREDIT MUST BE ACCOMPANIED BY THE ORIGINAL LETTER OF CREDIT INSTRUMENT WHICH WILL BE RETURNED TO THE BENEFICIARY AFTER ENDORSING THE BACK OF SAME WITH THE AMOUNT OF EACH DRAWING BY US.

PARTIAL DRAWINGS ARE PERMITTED.

THE AMOUNT OF ANY DRAFT DRAWN UNDER THIS CREDIT MUST BE ENDORSED ON THE REVERSE OF THE ORIGINAL CREDIT. ALL DRAFTS MUST BE MARKED "DRAWN UNDER **{Name of Bank}** _____ LETTER OF CREDIT NUMBER _____ DATED _____, 20__."

THIS CREDIT IS SUBJECT TO THE "UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS, (2007 REVISION), INTERNATIONAL CHAMBER OF COMMERCE PUBLICATION NO. 600", AND TO THE PROVISIONS OF FLORIDA LAW. IF A CONFLICT BETWEEN THE UNIFORM CUSTOMS AND PRACTICE FOR DOCUMENTARY CREDITS AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. IF A CONFLICT BETWEEN THE LAW OF ANOTHER STATE OR COUNTRY AND FLORIDA LAW SHOULD ARISE, FLORIDA LAW SHALL PREVAIL. VENUE FOR ANY DISPUTES RELATING TO THE ENFORCEMENT OF THIS LETTER OF CREDIT SHALL BE PALM BEACH COUNTY, FLORIDA.

{Name of Bank} _____

BY: _____
{Name}_____
{Title}_____

SECTION 8
SAMPLE AGREEMENT FORMAT

Below is the standard agreement format for this Invitation to Bid. This is a sample agreement only and is subject to revisions. PLEASE DO NOT COMPLETE.

AGREEMENT

THIS AGREEMENT is hereby made and entered into this ____ day of _____, 20__, (the "effective date") by and between the City of Palm Beach Gardens, a Florida municipal corporation ("City"), whose address is 10500 North Military Trail, Palm Beach Gardens, Florida 33410, and _____, a corporation (hereafter referred to as "Contractor"), whose address is _____.

WHEREAS, the City desires to retain the services of the Contractor to provide the goods and services in accordance with the City's Invitation to Bid No._____, and the Contractor's response thereto, all of which are incorporated herein by reference.

NOW, THEREFORE, in consideration of the mutual covenants and promises hereafter set forth, the Contractor and the City agree as follows:

ARTICLE 1. INCORPORATION OF INVITATION TO BID

The terms and conditions of this Agreement shall include and incorporate the terms, conditions, and specifications set forth in the City's Invitation to Bid No. _____, and the Contractor's response to the Invitation to Bid, including all documentation required thereunder.

ARTICLE 2. DESCRIPTION OF GOODS OR SCOPE OF SERVICES

The Contractor shall provide the goods and/or perform those services identified in the specifications accompanying the City's Invitation to Bid, which are incorporated herein by reference.

ARTICLE 3. COMPENSATION

The City shall pay to the Contractor, in compliance with the Pricing Schedule attached hereto and incorporated herein, according to the terms and specifications of the referenced Invitation to Bid.

ARTICLE 4. MISCELLANEOUS PROVISIONS

a. Notice Format. All notices or other written communications required, contemplated, or permitted under this Agreement shall be in writing and shall be hand delivered, telecommunicated, or mailed by registered or certified mail (postage prepaid), return receipt requested, to the following addresses:

i. As to the City: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Manager
Email:

ii. with a copy to: City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, Florida 33410
Attn: City Attorney
Email:

iii. As to the Contractor: _____
_____
_____
Attn.:_____
Email:_____

b. Headings. The headings contained in this Agreement are for convenience of reference only, and shall not limit or otherwise affect in any way the meaning or interpretation of this Agreement.

c. Effective Date. The effective date of this Agreement shall be as of the date it has been executed by both the parties hereto.

ARTICLE 5. CONTRACT TERM

This term of this Agreement shall be from the effective date through _____, 20__, unless terminated earlier in accordance with terms set forth in the ITB.

(Remainder of this page is intentionally left blank.)

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates hereinafter written.

CITY OF PALM BEACH GARDENS, FLORIDA

[SEAL]

By: _____
Ronald M. Ferris, City Manager

ATTEST:

By: _____
Patricia Snider, CMC, City Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: _____
R. Max Lohman, City Attorney

_____,

By: _____

Print Name: _____

Title: _____

WITNESS:

By: _____

Print Name: _____

SECTION 9
EXHIBITS

None.

SECTION 10
SOLICITATION SUMMARY

The City of Palm Beach Gardens
10500 North Military Trail
Palm Beach Gardens, FL 33410

PURCHASING DEPARTMENT

SOLICITATION SUMMARY

IMPORTANT NOTICE
The information you provide on this page will be read aloud at the PUBLIC OPENING for this Solicitation. It is VERY IMPORTANT that the summary information you provide below is exactly the same information contained in your Bid. If subsequent to the opening of Bids, the City determines that the information contained in the electronic version of your Bid is different from the information on this Solicitation Summary, the City reserves the right to deem your Bid NON-RESPONSIVE, and remove your Bid from further evaluation and consideration for contract award.

BID INFORMATION

Bid Number: ITB2017-073PD

Title: Cleaning and Maintenance of Indoor Firearms Range

Due Date and Time: Friday, January 13, 2017 @ 3:00PM

Name of Bidder: _____

Address: _____

Contact Person: _____

Total Bid Amount: _____

Authorized Signature: _____

Date: _____

By signing and submitting this Solicitation Summary, the Bidder affirms that the information provided above is an exact and correct summary of the information contained in the electronic version of the Bidder's Bid to the City of Palm Beach Gardens.

NOTE: This Solicitation Summary must be signed and included as an ORIGINAL HARDCOPY in the envelope containing your Bid.