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THIS AGREEMENT, made and entered into this 30th day of October, 2009, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Ad-Wear and Specialty of Texas, Inc., a Texas Corporation ("Contractor"), whose address and phone are 8120 Westglen, Houston, TX 77063, 713-953-9881, Fax: 713-953-9893.

WHEREAS, the City issued Invitation to Bid Number 703-10343 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on October 30, 2009, the Procurement Services Director of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City promotional items for the Executive Airport in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning 11/1/09 and ending 10/31/10 for the requirements listed above.

2. This contract form, the ITB, any and all addenda to the ITB, and the Contractor's bid in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

First, this contract form;
Second, any and all addenda to the City's ITB in reverse chronological order;
Third, the ITB;
Fourth, the Contractor's response to any addendum requiring a response;
Fifth, the Contractor's bid in response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

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5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

8. Additional Special Conditions: _____

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: _____ for KB.
Director of Procurement Services

CONTRACTOR

By: _____, PRESIDENT
Print Name: DAVID T. TAMENSKY AD-WEAR & SPECIALTY OF TX, INC.
Title: President
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

ATTEST:

_____
Print Name: Charles Tamensky
Title: ~~Chief~~ Secretary
(Secretary for corporation; member or manager for L.L.C.)

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	Contract No.:	Master Blanket:
11/1/09 – 10/31/10	703-10343-4	PP100440

Awarded Vendor:
Ad-Wear and Specialty of Texas, Inc.
8120 Westglen
Houston, TX 77063

Delivery: 21 Days
Payment Terms: Net 30
MBE<u>X</u> WBE _

Attn: David Tanenbaum
713-953-9881
Fax 713-953-9893
Email: David@adweartex.com

Insurance Coverage Required: Yes _ No <u>X</u>
Authorized for Purchases: Under $25,000 <u>X</u> Over _
Extension Options: Yes <u>X</u> No _ Years: <u>3, 1 yr extensions</u>

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PROMOTIONAL ITEMS FOR EXECUTIVE AIRPORT

Drawstring backpack — $ 1.68 / each
Minimum order: 250
Manufacturer: Jet Line

Mini Carabiner Flashlight Keyring — $ 1.49 / each
Minimum order: 250
Manufacturer: Jet Line

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Department Contract Co-Ordinator: Sharon Dressen, Executive Airport, (954) 828-4972

Procurement Specialist: Richard Ewell, CPPB