

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:
7/21/10 – 7/20/11

Contract No.:
403-10440

Master Blanket:
N/A

Awarded Vendor:

Allied Universal Corp.
3901 NW 115 Avenue
Miami, FL 33178

Delivery: 21 Days
Payment Terms: Net 30

Attn: Catherine Guillarmod
305-888-2623
Fax 305-463-8369
Email: cathieg@allieduniversal.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
City Commission Approval: 4/20/10 Pur-05 CAR 10-0429
Extension Options: Yes No Years: 3, 1 yr extensions

LIQUID CHLORINE BY RAIL CARS

Liquid Chlorine

\$ 537.00 / ton

Department Contract Co-Ordinator: Rick Johnson, Public Works, (954) 828-7865
Miguel Arroyo, Public Works, (954) 828-7806

Procurement Specialist: Robert McKenney, CPPB

THIS AGREEMENT, made and entered into this 20th day of April, 2010, 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 Allied Universal Corp., a Florida corporation ("Contractor"), whose address and phone are 3901 NW 115 Avenue, Miami, FL 33178, Phone 305-888-2623, Fax: 305-463-8369.

WHEREAS, the City issued Invitation to Bid Number 403-10440 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 20, 2010, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-05, CAR 10-0429).

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 Liquid Chlorine in Rail Cars 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 July 21, 2010 and ending July 20, 2011. This contract may be extended for up to three (3) additional consecutive one (1) year terms upon agreement by both parties and approval by the City Commission providing all the terms, conditions and specifications remain the same.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal 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, G-110 Rev. 01/10;

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 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.

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.

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

CITY OF FORT LAUDERDALE
By: [Signature]
Director of Procurement Services

ATTEST
[Signature]
Print Name
[Signature]
~~Secretary~~ for corporation)
Admin. Asst.

CONTRACTOR
By: [Signature]
Print Name: Catherine Guillarmod
Title: Executive Administrator
(If not president of corporation please attach proof of authorization)

STATE OF FLORIDA :
COUNTY OF DADE :

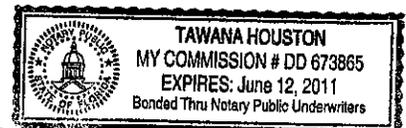
The foregoing instrument was acknowledged before me this 26 day of April, 2010, by Catherine Guillarmod as (title): Executive Administrator for Allied Universal Corp., a Florida corporation.

(SEAL)

[Signature]
Notary Public, State of Florida
(Signature of Notary Public - State of _____)

(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____



CONTRACT COPY

Allied Universal Corporation

Bid Contact **Catherine Guillarmod**
cathieg@allieduniversal.com
 Ph 305-888-2623 x104

Address **3901 N.W. 115 Ave.**
Miami, FL 33178

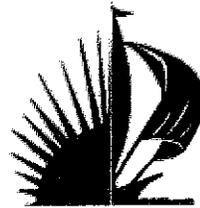
Supplier Code 00002648

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
403-10440-1-01	Liquid Chlorine in Rail Cars	Supplier Product Code:	First Offer - \$537.00	810 / ton	\$434,970.00	Y
Supplier Total					\$434,970.00	

***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

403-10440

Liquid Chlorine in Rail Cars



CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

GENERAL QUESTIONNAIRE

BIDDER NAME: Allied Universal Corporation

Complete the following items or revise if not already part of your registration:

Address **3901 NW 115 Avenue**

City **Miami** State **FL** Zip **33178**

Phone: **3058882623** Fax: **3054638369**

E-mail: **cathieg@allieduniversal.com** Web: **www.allieduniversal.com**

Complete the following:

Contact Name: **Catherine Guillarmod** Phone: **3058882623**

Payment terms (Section 1.03 of General Conditions: (net 30 if left blank)

Total Bid Discount (Section 1.04 of General Conditions): **N/A**

Prices firm for acceptance for 90 days? (Section 1.05 of General Conditions.):

Yes No Other

State or reference any variances (section 1.06 of General Conditions):

1. Is there any tank car lease charge while on our siding?: YES NO

2. If YES, what is the charge? (Note: Will be added to per ton charge above to determine low bidder.)

\$ per delivery.

(Note: City orders one rail car approximately every 45 days. That is 8 or 9 times per year.)

3. What is your maximum free detention time? **45** days

4. After expiration of free time period, demurrage charges may be assessed for rail tank cars at the following rates:

\$ **50.00** per day for each of the first extra days

\$ per day for each subsequent day

5. Delivery: Number of calendar days required for delivery upon receipt of order: **21** days.

6. Note any exceptions to the safety measures mentioned above in paragraph 2.07.

7. Provide three references for which you have performed similar services.

Company Name: **Miami Dade Water & Sewer Orr Plant**
Address: **Miami, FL**
Contact Name: **Jack Epaves** Telephone: **3056072176**

Company Name: **Miami Dade Water & Sewer Preston Plant**
Address: **Miami, FL**
Contact Name: **Ed Turner** Telephone: **3056070911**

Company Name:
Address:
Contact Name: Telephone:

8. Number of years experience the bidder has had in providing similar services?

56 Years

9. Have you ever failed to complete work awarded to you? If so, where and why?

No

10. List any licenses/permits, etc. you hold for performing this type of work:

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Department, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version.

Submitted by: **Catherine Guillarmod** **January 28, 2010**
(signature) (date)

Name (printed) **Catherine Guillarmod** Title: **Executive Administrator**

Company: (Legal Registration) **Allied Universal Corporation**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/doc/>).

Address: **3901 NW 115 Avenue**

City **Miami State:** FL Zip **33178**

Telephone No. **3058882623** No. **3054638369**

E-MAIL: **cathieg@allieduniversal.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **7**

Payment Terms (section 1.03): **Net 30** Total Bid Discount (section 1.04): **N/A**

Does your firm qualify for MBE or WBE status (section 1.08): MBE **No** WBE **No**

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	None	<u>Date Issued</u> 01-28-10
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances:

N/A

revised 9-08-09