



Contract No.: 492-10216

Agreement to Supply: EMERGENCY BOARD UP SERVICES

This agreement, made and entered into this the _____ day of _____, 2009, is by and between the CITY OF FORT LAUDERDALE, a Florida municipality, City Hall, 100 North Andrews Avenue, Fort Lauderdale, FL 33301, hereinafter called the "City" and name of Contractor:

Name: Assured Contracting, LLC

Address: 5900 SW 16 Court City: Plantation State: FL Zip: 33317

A Corporation A Partnership An Individual Other: Limited Liability Company

hereinafter called the "Company" or "Contractor." Witnesseth that: Whereas, the City did issue an Invitation to Bid (ITB) for supplying the requirements of the City for the items and/or service listed above, for a period of one year with four one-year extension options and the Contractor submitted a bid that was accepted and approved by the City.

Formal authorization of this contract was adopted by the City Commission on: 2/3/09 Pur-3, CAR 09-0699

Now, therefore, for and in consideration of the mutual promises and covenants herein contained, the parties covenant and agree as follows:

1. The Company agrees to provide to the City emergency board up services during the period beginning 02/05/09 and ending 02/04/10 for the requirements listed above and according to the following specifications, terms, covenants and conditions:

- a. The Invitation to Bid containing General Conditions, Special Conditions, Specifications, addenda, if any, and other attachments forming a part of ITB Number **492-10216** and the Contractor's proposal in response, form a part of this contract and by reference are made a part hereof.
- b. In construing the rights and obligations between the parties, the order of priority in cases of conflict between the documents shall be as follows:
 - 1) This contract Form G-110, Rev. 12/00
 - 2) The City's ITB and all addenda thereto
 - 3) Contractor's proposal in response to the City's ITB

c. **Warranty:** The Company by executing this contract embodying the terms herein warrants that the product and/or service that is supplied to the City shall remain fully in accord with the specifications and be of the highest quality. In the event any product and/or service as supplied to the City is found to be defective or does not conform to specifications the City reserves the right to cancel that order upon written notice to the Contractor and to adjust billing accordingly.

d. **Cancellation:** The City may cancel this contract upon notice in writing should the Contractor fail to reasonably perform the service of furnishing the products and/or services as specified herein upon 30 days written notice. This applies to all items of goods or services.

e. **Taxes Exempt:** State Sales (85-8013875578C-1) and Federal Excise (59-600319) Taxes are normally exempt, however, certain transactions are taxable. Consult your tax practitioner for guidance where necessary.

f. **Invoicing:** Contractor will forward all invoices in duplicate for payment to the following: Finance Department, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. If discount, other than prompt payment terms applies, such discount MUST appear on the invoice.

2. **Contract Special Conditions:** The following special conditions are made a part of and modify the standard provisions contained in this contract Form G-110.

3. **Contract Summary:**

a. Attachments:

Assured Contracting, LLC's response to the ITB and a copy of the ITB document.

b. Payment Terms: Net 30

c. Delivery: 1-Day

d. Insurance: Yes No

e. Performance Bond/Letter of Credit: Yes No

f. Procurement Specialist's Initials: RM

4. **Contractor's Phone Numbers:** Office: 954-347-0866

5. **Contractor's Fax Number:** 954-252-2293

6. **Contractor's E-Mail Address:** lgalascio@comcast.net LGALASCIO@COMCAST.NET

City of Fort Lauderdale

By: [Signature]
Director of Procurement Services (City Manager's Designee)

Date: 3/12/09

Approved as to form:

[Signature]
Senior Assistant City Attorney

Contractor/Vendor

Assured Contracting, LLC
Name of Company Officer (please type or print)

By: [Signature]
Authorized Officer's Signature

Title: President

Date: 03/03/2009

Attest: _____
Signature of Secretary

Secretary (please type or print)

CONTRACT
COPY

ASSURED CONTRACTING LLC

Bid Contact **Luigi Galascio**
lgalascio@gmail.com
Ph 954-347-0866

Address **5900 SW 16 CT**
Plantation, FL 33317

Qualifications **DBE MBE SB WBE**

Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
492-10216-1-01	Single Hung Window Supplier Product Code:	First Offer - \$55.00	250 / each	\$13,750.00	Y
492-10216-1-02	Single awning type window Supplier Product Code:	First Offer - \$54.00	200 / each	\$10,800.00	Y
492-10216-1-03	Standard Door Opening Supplier Product Code:	First Offer - \$48.00	100 / each	\$4,800.00	Y
492-10216-1-04	Window A/C cutout Supplier Product Code:	First Offer - \$34.00	50 / each	\$1,700.00	Y
492-10216-1-05	Double Picture Window Supplier Product Code:	First Offer - \$60.00	25 / each	\$1,500.00	Y
492-10216-1-06	Sliding Glass Door Supplier Product Code:	First Offer - \$71.00	25 / each	\$1,775.00	Y
492-10216-1-07	Re-Board Services Supplier Product Code:	First Offer - \$25.00	100 / hour	\$2,500.00	Y
492-10216-1-08	Frame out Prior to installation Supplier Product Code:	First Offer - \$1.40	1000 / linear foot	\$1,400.00	Y
492-10216-1-09	Emergency same day service Supplier Product Code:	First Offer - 25.00%	1 / each	25.00%	Y
492-10216-1-10	Percent, next day service Supplier Product Code:	First Offer - 25.00%	1 / each	25.00%	Y
Vendor Total				\$38,225.00	

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

492-10216

Board Up Services RE-BID



CITY OF FORT LAUDERDALE

Bob McKenney

954-828-5139

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3, _____

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME**RELATIONSHIPS**

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.