

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

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|---------------------------------------------|-------------------------------------|-------------------------------|
| <b>Period Covered:</b><br>4/15/10 – 4/14/11 | <b>Contract No.:</b><br>103-10463-1 | <b>Master Blanket:</b><br>N/A |
|---------------------------------------------|-------------------------------------|-------------------------------|

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**Awarded Vendor:**

The Basic Advantage, Inc. dba/ Basic Ltd.  
3611 14th Avenue  
Brooklyn, NY 11218

Delivery: 20 Days  
Payment Terms: Net 30

Attn: Harris Mermelstein  
718-871-6106

Email: [ebasicltd@aol.com](mailto:ebasicltd@aol.com)

Insurance Coverage Required: Yes  No   
Authorized for Purchases: Under \$25,000  Over   
Extension Options: Yes  No  Years: 3, 1 yr extensions

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**EVIDENCE BAGS**

6 x 9 Evidence Bag, EV69

\$ 90.00 / case

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Department Contract Co-Ordinator: Sgt. Jon Appel, Police, (954) 828-5449

Procurement Specialist: Michael F. Walker, CPPB, A.P.P., FCPM, FCPA

THIS AGREEMENT, made and entered into this 14th 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 The Basic Advantage, Inc. d/b/a Basic Ltd., a New York corporation ("Contractor"), whose address and phone are 3611 14<sup>th</sup> Avenue, Brooklyn, NY 11218, Phone 718-871-6106.

WHEREAS, the City issued Invitation to Bid Number 103-10463 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 14, 2010, 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 Evidence Bags (Item 1) 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 April 15, 2010 and ending April 14, 2011.

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

[Signature]  
ATTEST  
Harris I Mermelstein  
Print Name  
Title: President  
(Secretary for corporation,  
member or manager for L.L.C.)

CONTRACTOR  
By: Basie Ltd.  
Print Name: Harris Mermelstein  
Title: President  
(If not president of corporation or  
managing member of limited liability  
company, please attach proof of  
authorization.)

STATE OF New York  
COUNTY OF Kings

The foregoing instrument was acknowledged before me this 20 day of April, 2010, by HARRIS MERMELSTEIN.

(SEAL)

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

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

Personally Known \_\_\_\_\_ OR Produced Identification   
Type of Identification Produced NS DL

SOLOMON FRIEDMAN  
NOTARY PUBLIC, State of New York  
No. 01FR4988900  
Qualified in Kings County  
Commission Expires Nov 18, 2011  
Jan 01, 2014