# CONTRACT SUMMARY

**CITY OF FORT LAUDERDALE**
**PROCUREMENT SERVICES DEPARTMENT**

| Period Covered: | Contract No.: | Master Blanket: |
|---|---|---|
| 3/5/10 – 3/4/11 | 203-10453-2 | N/A |

**Awarded Vendor:**

Cheney Bros., Inc.
One Cheney Way
Riviera Beach, FL 33404

Delivery: 10 Days
Payment Terms: Net 30

Attn: Danny Benson
561-845-4700 ext. 1963
Fax: 561-688-6661

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

**********

**BOTTLED SPRING WATER**

Silver Springs, 16.9 oz., 24/case $ 0.1246 / bottle

**********

Department Contract Co-Ordinator: Alexandra Rampy, Fire-Rescue (954) 828-6085
Robert Mack, Fire-Rescue (954) 828-6805

Procurement Specialist: James Hemphill, CPPB

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THIS AGREEMENT, made and entered into this 4th day of March, 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 Cheney Bros., Inc., a Florida corporation ("Contractor"), whose address and phone are One Cheney Way, Riviera Beach, FL 33404, Phone 561-845-4700 ext. 1963, Fax: 561-688-6661.

WHEREAS, the City issued Invitation to Bid Number 203-10453 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on March 4, 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 Bottled Water 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 March 5, 2010 and ending March 4, 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


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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: _____
Director of Procurement Services

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ATTEST

_____
Print Name

Title: _____
(Secretary for corporation member or manager for L.L.C.)

CONTRACTOR

By: _____

Print Name: Bill Foley

Title: PRESIDENT
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

## 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: **Danny Benson** **01/28/2010**
(signature) (date)

CONTRACT COPY

Name (printed) **Danny Benson** Title: **District Sales Representative**

Company: (Legal Registration) **Cheney Brothers, Inc**

**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: **One Cheney Way**

City **Riviera Beach** State: **FL** Zip **33404**

Telephone No. **561-845-4700** No. **1963**

E-MAIL: **dannyb@cheneybrothers.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **10**

Payment Terms (section 1.03): **30 days** Total Bid Discount (section 1.04): **0**

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:

Addendum No. **N/A** Date Issued **00/00/00**

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

## Cheney Brothers Inc

Bid Contact **Danny Benson**
**dannyb@cheneybrothers.com**
**Ph 561-845-4700 x1963**
**Fax 561-688-6661**

Address **One Cheney Way**
**Riviera Beach, FL 33404**

| Item # | Line Item | Notes | | Unit Price | Qty/Unit | Total Price | Attch. | Docs |
|---|---|---|---|---|---|---|---|---|
| 203-10453-1-01 | Bottled Gatorade/Powerade or equal | **Supplier Product Code: Brand Name**: ~~Gatorade~~ **Size of bottles**: 20 oz **Bottles per case**: 24<br><br>Lemon Lime Orange Fruit Punch | **First Offer -** | **$0.8204** | 9600 / bottle | **$7,875.84** | | **Y** |
| 203-10453-1-02 | Bottled Spring Water | **Supplier Product Code: Brand Name**: Silver Springs **Size of bottles**: 16.9 oz **Bottles per case**: 24 | **First Offer -** | **$0.1246** | 12480 / bottle | **$1,555.008** | | **Y** |
| | | | Supplier Total | | | **$9,430.848** | | |

**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.**