CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	Contract No.:	Master Blanket:
2/2/10 – 2/1/11	103-10427-2	N/A

Awarded Vendor:

Dana Safety Supply, Inc.
4747 San Juan Avenue
Jacksonville, FL 32210

Attn: Adam Chalker
904-446-7217
Fax 904-388-7006
Email achalker@1dss.com

Delivery: 14 Days
Payment Terms: Net 30

Insurance Coverage Required: Yes _ No X
City Commission Approval: 2/2/10 Pur-02 CAR 10-0140
Extension Options: Yes X No _ Years: 3, 1 yr extensions

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POLICE UNIFORMS

	Unit Price
Item 1 – Hemmed Trousers, Male, SPDU22	$ 45.00
Item 2 – Non-Hemmed Trousers, Male, SPDU22	$ 45.00
Item 3 – Hemmed Trousers, Female, SPDU22	$ 45.00
Item 4 – Non-Hemmed Trousers, Female, SPDU22	$ 45.00
Item 5 – Shirts, Short Sleeve, Male, SPDU10Z	$ 38.00
Item 6 – Shirts, Short Sleeve, Female SPDU11Z	$ 38.00
Item 7 – Shirts, Long Sleeve, Male, SPDU16Z	$ 40.00
Item 8 – Shirts, Long Sleeve, Female, SPDU15Z	$ 40.00

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

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

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THIS AGREEMENT, made and entered into this 2nd day of February, 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 Dana Safety Supply, Inc., a Florida corporation ("Contractor"), whose address and phone are 4747 San Juan Avenue, Jacksonville, FL 32210, Phone 904-446-7217, Fax: 904-388-7006.

WHEREAS, the City issued Invitation to Bid Number 103-10427 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on February 2, 2010, the City Commission 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 Police Uniforms 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 February 2, 2010 and ending February 1, 2011 for the requirements listed above.

2. This contract form, 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;
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.

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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.

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

CITY OF FORT LAUDERDALE

By: _____
Director of Procurement Services

Bruce E. Albertson
Notary Public
Guilford County
North Carolina
My Commission Expires 8-22-2014

ATTEST:

Wanda J. Hobbs
Print Name:
Title: Asst. Secretary
(Secretary for corporation, member or manager for L.L.C.)

Dana Safety Supply, Inc.

By: _____

Print Name: Mark Bevigny

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

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CONTRACT COPY

Dana Safety Supply

Bid Contact **Mark Sevigny**
msevigny@1dss.com
Ph 336-854-5536
Fax 336-854-3884

Address **5223-A W. Market Rd**
Greensboro, NC 27409

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
103-10427-1-01	Hemmed Trousers, Male (Officer)	**Supplier Product Code:** SPDU22 **Manufacturer:** Spiewak **Model:** SPDU22 Male 4 pocket uniform trouser navy	**First Offer - $45.00**	200 / each	**$9,000.00**		**Y**
103-10427-1-02	Non-Hemmed Trousers, Male (Officer)	**Supplier Product Code:** SPDU22 **Manufacturer:** Spiewak **Model:** SPDU22 Male 4 pocket uniform trouser navy	**First Offer - $45.00**	200 / each	**$9,000.00**		**Y**
103-10427-1-03	Hemmed Trousers, Female (Officer)	**Supplier Product Code:** SPDU22 **Manufacturer:** Spiewak **Model:** SPDU22 Female 4 pocket uniform trouser navy	**First Offer - $45.00**	75 / each	**$3,375.00**		**Y**
103-10427-1-04	Non-Hemmed Trousers, Female (Officer)	**Supplier Product Code:** SPDU22 **Manufacturer:** Spiewak **Model:** SPDU22 Female 4 pocket uniform trouser navy	**First Offer - $45.00**	75 / each	**$3,375.00**		**Y**
103-10427-1-05	Shirts, Short Sleeve, Male (Officer)	**Supplier Product Code:** SPDU10Z **Manufacturer:** Spiewak **Model:** SPDU10Z Male SS uniform shirt navy w/zipper	**First Offer - $38.00**	400 / each	**$15,200.00**		**Y**
103-10427-1-06	Shirts, Short	**Supplier**	**First Offer - $38.00**	150 / each	**$5,700.00**		**Y**

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: **Adam M. Chalker** **01/06/10**
(signature) (date)

Name (printed) **Adam M. Chalker** Title: **Sales**

Company: (Legal Registration) **Dana Safety Supply**

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: **4747 San Juan Ave**

City **Jacksonville** State: **Fl** Zip **32210**

Telephone No. **9044467217** No. **9043887006**

E-MAIL: **achalker@1dss.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**

Payment Terms (section 1.03): **net 30** 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. **1** Date Issued **12/29/09**

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:

no

revised 9-08-09

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.