

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

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<b>Period Covered:</b> 1/10/10 – 1/9/11	<b>Contract No.:</b> 103-10405	<b>Master Blanket:</b> N/A
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**Awarded Vendor:**

Henry Schein, Inc. dba/Henry Schien Matrix Medical    Delivery: 3 Days  
P.O. Box 3227    Payment Terms: Net 30  
Irmo, SC 29063

Attn: Jesse Garringer  
1-800-845-3550  
Fax 1-800-533-4793  
Email [jesse.garringer@henryschein.com](mailto:jesse.garringer@henryschein.com)  
Website: [www.henryschein.com](http://www.henryschein.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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**PDI Anti-Microbial Hand Wipes and Cloths**

PDI Super Sani-Cloth Germicidal    \$ 53.50 / case

PDI Sani-Dex ALC Anti-Microbial    \$ 35.89 / case

Minimum order: 7 cases

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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

THIS AGREEMENT, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 Henry Schein, Inc. d/b/a/ Henry Schein Matrix Medical a Delaware corporation ("Contractor"), whose address and phone are P.O. Box 3227, Irmo, SC 29063, 800-845-3550, fax: 800-533-4793.

WHEREAS, the City issued Invitation to Bid Number 103-10405 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on November 20, 2009, the Procurement 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 PDI Anti-Microbial Hand Wipes and Cloths 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 1/10/10 and ending 1/9/11 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 proposal in bid 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.

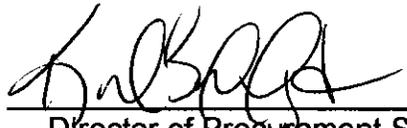
5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

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:   
Director of Procurement Services

CONTRACTOR

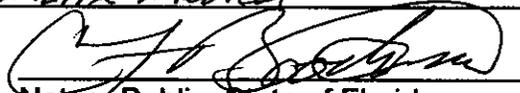
ATTEST:  
  
Print Name: SCOTT BRUNER  
Title: Mgr. Cust. Svc.  
(Secretary for corporation;  
member or manager for L.L.C.)

By:   
Print Name: JESSE A. CANNINGTON  
Title: VICE PRESIDENT  
(If not president of corporation or  
managing member of limited liability  
company, please attach proof of  
authorization.)

STATE OF South Carolina :  
COUNTY OF Lexington :

The foregoing instrument was acknowledged before me this 30<sup>th</sup> day of November, 2009, by Jesse Cermack as (title): Vice President for (name of business entity): Henry Schain Matrix Medical.

(SEAL)

  
Notary Public, State of Florida  
(Signature of Notary Public - State of South Carolina)

Calvin F. Booth III  
(Print, Type, or Stamp Commissioned Name of Notary Public)  
*My commission expires 9-13-2014*

Personally Known  OR Produced Identification \_\_\_\_\_

Type of Identification Produced \_\_\_\_\_