

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:
5/4/10 – 5/3/11

Contract No.:
603-10485

Master Blanket:
N/A

Awarded Vendor:

Orbis Corporation
1055 Corporation Center Drive
P.O. Box 389
Oconomowoc, WI 53066

Delivery: 10-14 Days
Payment Terms: Net 30

Attn: Phil Shepherd
888-675-2878 ext. 725
Fax 416-745-4478
Email: phil.sheperd@norsemanenvironmental.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
City Commission Approval: 5/4/10 Pur-03 CAR 10-0583
Extension Options: Yes No Years: 3 1 yr extensions

CURBSIDE RECYCLING BINS

18 Gallon, Blue, 1104676/RC18N

\$ 5.45 / each

Department Contract Co-Ordinator: Greg Slagle, Sanitation, (954) 828-5341

Procurement Specialist: Rick Andrews, CPPO, CPPB, FCCN

THIS AGREEMENT, made and entered into this 4th day of May, 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 ORBIS Corporation, a Wisconsin corporation authorized to transact business in the State of Florida ("Contractor"), whose address and phone are 1055 Corporate Center Drive, Oconomowoc, WI 53066, Phone: 888-675-2878 ext. 725, Fax: 416-745-4478.

WHEREAS, the City issued Invitation to Bid Number 603-10485 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on May 4, 2010, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB (Pur-03, CAR No. 10-0583)

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 Curbside Recycling Bins 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 May 4, 2010 and ending May 3, 2011. This contract may be extended for up to three (3) additional consecutive one (1) year terms upon agreement by both parties and approval by the City Commission providing all the terms, conditions and specifications remain the same.

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

ATTEST

By: [Signature]
Assistant Secretary

Print Name: Thomas V. Bender

CONTRACTOR

By: [Signature]

Print Name: Randall J. Phelps

Title: Vice President
(If not president of corporation please attach proof of authorization)

STATE OF Wisconsin
COUNTY OF Waushara

The foregoing instrument was acknowledged before me this 20th day of May, 2010, by Randall J. Phelps as (title): Vice President for ORBIS Corporation, a Wisconsin corporation authorized to transact business in the State of Florida.

(SEAL)



[Signature]
Notary Public, State of Wisconsin
(Signature of Notary Public)

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

Personally Known OR Produced Identification

Type of ID Identification Produced _____