



**Southeast Florida Governmental Purchasing
Cooperative Group**

CONTRACT AWARD

BID/RFP NO.: ITB 11-24B
DESCRIPTION/TITLE: ANNUAL REQUIREMENTS FOR ROOF TARPS
CONTRACT PERIOD: June 22, 2011 through July 11, 2012
TERM OF CONTRACT: 1 Year with up to 3 additional 1 Year renewal options

SECTION #1 - VENDOR AWARD

Vendor Name: Abel Unlimited, Inc.
Vendor Address: 2020 Seabird Way
Riviera Beach, FL 33404
Contact: Ina Metsky ina@aiacorp.com
Phone: (561) 688-1105
Fax: (561) 515-0048
FEIN: 04-2486868

SECTION #2 – AWARD/BACKGROUND INFORMATION

Award Date: June 22, 2011
Resolution/Agenda Item No.: R-2011-67
Insurance Required: Yes No
Performance Bond Required: Yes No

SECTION #3 - PROCURING AGENCY

Agency Name: City of Tamarac
Agency Address: 7525 NW 88th Ave.
Tamarac, FL 33321
Agency Contact: Keith K. Glatz, CPPO, FCPM, FCPA
Telephone: (954) 597-3567
Facsimile: (954) 597-3565
Email: keith.glatz@tamarac.org



COMPANY NAME: (Please Print): Abel Unlimited Inc

Phone: 561.688-1105

Fax: 561.515-0048

BEFORE SUBMITTING YOUR BID, MAKE SURE YOU...

- 1. Carefully read the General Terms & Conditions, Special Conditions and the General Requirements.
- 2. Properly fill out the Bid Form.
- 3. Fill out and sign the Non-Collusive Affidavit and have it properly notarized.
- 4. Sign the Certification page. Failure to do so will result in your Bid being deemed non-responsive.
- 5. Fill out the Offeror's Qualification Statement.
- 6. Fill out the References page.
- 7. Sign the Vendor Drug Free Workplace Form.
- 8. Fill out and sign the Certified Resolution.
- 9. Submit ONE (1) Original AND TWO (2) Photocopies of your bid, clearly marked with the BID NUMBER AND BID NAME on the outside of the package.

**Make sure your Bid is submitted PRIOR to the deadline.
Late Bids will not be accepted.**

Failure to provide the requested attachments may result in your bid being deemed non-responsive.

THIS SHOULD BE THE FIRST PAGE OF YOUR BID.



INVITATION FOR BID
Bidder Acknowledgement

BID NO.: 11-24B
BID TITLE: Annual Requirement for Roof Tarps
BID OPENING DATE/TIME: WEDNESDAY, May 25, 2011 2:00PM
BUYER NAME: Steven J. Beamsderfer, CPPB
BUYER PHONE: 954-597-3566
BUYER EMAIL: STEVENB@tamarac.org
PRE-BID CONFERENCE/SITE INSPECTION: NONE
BONDING: Not required for this bid.

GENERAL CONDITIONS

These instructions are standard for all bids for commodities/services issued by the City of Tamarac. The City of Tamarac may delete, supersede or modify any of these standard instructions for a particular bid by indicating such change in the Instructions to Bidders, in the special conditions of the bid, or in the specifications/statement of work. any and all special conditions that may vary from these general conditions shall prevail over these General Conditions and any conflicting provision within any vendor's standard terms and conditions regardless of any language in vendor's documentation to the contrary.

SEALED BIDS

This form should be executed and submitted with all Bid Forms in a sealed envelope. The face of the envelope shall contain the above address, the Bid number and the Bid title. Bids not submitted on the attached Bid Form may be deemed non-responsive. All Bids are subject to the terms and conditions specified herein. Those bids that do not comply with these conditions may be deemed non-responsive.

BIDDER COMPANY NAME: Abel Unlimited Inc.
COMPANY ADDRESS: 2020 Seabird Way, Riviera Beach, FL 33404
COMPANY PHONE: 561-688-1105
NAME OF AUTHORIZED AGENT: Iva Metsky
TITLE OF AUTHORIZED AGENT: Bid Coordinator
AUTHORIZED AGENT EMAIL ADDRESS: ina@aiacorp.com
BIDDER TAXPAYER ID OR SOCIAL SECURITY NUMBER: 04-2486868
SIGNATURE OF AUTHORIZED AGENT: [Signature]



BID FORM

BID NO. 11-24B

ROOF TARPS

Submitted by: Abel Unlimited Date 5/23/11

THIS BID IS SUBMITTED TO:

City of Tamarac
Purchasing and Contracts Manager
7525 Northwest 88th Avenue
Tamarac, Florida 33321

1. The undersigned Bidder proposes and agrees, if this bid is accepted, to enter into a contract with the City to perform and furnish all Work as specified herein for the Contract Price and within the Contract Period indicated in this bid.
2. This bid will remain subject to acceptance for sixty (60) days after the day of bid opening. Bidder will sign and submit the necessary documents required by the City within fifteen (15) days prior to the date of the City's Award.
3. Bidder has familiarized itself with the nature and extent of the contract documents, locality, and all local conditions and laws and regulations that in any manner may affect cost, progress, performance or furnishing of the Work.
4. Bidder has given the City written notice of all conflicts, errors or discrepancies that it has discovered in the contract documents and the written resolution thereof by the City is acceptable to Bidder.
5. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over the City.
6. Bidder will complete the Work for the prices shown in the "Bid Form".
7. Bidder agrees that the Work will be substantially performed and complete in accordance with the schedules established herein.



BID FORM
(continued)

BID NO. 11-24B

The City of Tamarac is hereby requesting Bids, from qualified vendors, to provide roof tarps.

We propose to furnish the following in conformity with the specifications and at the prices indicated below. Said bid prices have been checked and certified to be correct. Said prices are fixed and firm and shall be paid to Bidder upon successful completion of its obligation as specified in the contract documents.

Description	Quantity Breaks (Per Tarp)	UOM	Material Unit Price	Freight per Unit	Total Cost
Tarp, Economy, 15' x 20'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 135	EA	\$ 13.00	\$ 0	\$ 1,755
	10-100		\$ 13.50	\$ 0	
	101-500		\$ 13.00	\$ 0	
	501-1000		\$ 12.50	\$ 0	
	1001+		\$ 12.00	\$ 0	
Tarp, Economy, 20' x 30'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 350	EA	\$ 26.00	\$ 0	\$ 9,100
	10-100		\$ 27.00	\$ 0	
	101-500		\$ 26.00	\$ 0	
	501-1000		\$ 25.00	\$ 0	
	1001+		\$ 24.00	\$ 0	
Tarp, Economy, 25' x 40'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 235	EA	\$ 44.00	\$ 0	\$ 10,340
	10-100		\$ 46.00	\$ 0	
	101-500		\$ 44.00	\$ 0	
	501-1000		\$ 42.00	\$ 0	
	1001+		\$ 40.00	\$ 0	
Tarp, Economy, 30' x 40'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 285	EA	\$ 52.00	\$ 0	\$ 14,826
	10-100		\$ 54.00	\$ 0	
	101-500		\$ 52.00	\$ 0	
	501-1000		\$ 50.00	\$ 0	
	1001+		\$ 48.00	\$ 0	



Tarp, Economy, 30' x 50'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 350 10-100 101-500 501-1000 1001+	EA	\$ <u>66.00</u> \$ <u>69.00</u> \$ <u>66.00</u> \$ <u>63.00</u> \$ <u>60.00</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>	\$ <u>23,100</u>
Tarp, Heavy Grade, 30' x 40'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 55 10-100 101-500 501-1000 1001+	EA	\$ <u>120.00</u> \$ <u>120.00</u> \$ <u>116.00</u> \$ <u>112.00</u> \$ <u>108.00</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>	\$ <u>6,600</u>
Tarp, Heavy Grade, 30' x 50'. <i>(Please price the Estimated Quantity and provide pricing for quantity breaks as shown.)</i>	Estimated Qty.: 55 10-100 101-500 501-1000 1001+	EA	\$ <u>150.00</u> \$ <u>150.00</u> \$ <u>145.00</u> \$ <u>140.00</u> \$ <u>135.00</u>	\$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u> \$ <u>0</u>	\$ <u>8,250</u>
TOTAL FOR ESTIMATED QUANTITY ITEMS					\$ <u>73,965</u>

The City is requesting pricing for the following items only if the vendor is able to provide them. This pricing shall not be considered in the determination of the Bid Award.

Industrial Bungee Cord. 24" long, dual hook ends		EA	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Industrial Bungee Cord. 36" long, dual hook ends		EA	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Fastener, 10d common galvanized nails		LB	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
Tarp Tape, 2" wide, waterproof.		LFT	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>



BID FORM
(continued)

BID NO. 11-24B

The City reserves the right to reject any bid, if it deems that a vendor has deliberately provided erroneous information. The undersigned declare to have specific and legal authorization to obligate their firm to the terms of this bid, and further, that they have examined the Invitation to Bid, the instructions to Bidders, the Specifications, and other documents included in this bid request, and hereby promises and agrees that, if this bid is accepted, they will faithfully fulfill the terms of this bid together with all guarantees and warranties thereto. The undersigned bidding firm further certifies the product and/or equipment meets or exceeds the specification as stated in the bid package; and also agrees that products and/or equipment to be delivered which fail to meet bid specifications will be rejected by the City within thirty (30) days of delivery. Return of rejection will be at the expense of the bidder.

[Handwritten Signature]
Authorized Signature

Abel Unlimited Inc
Company Name

Iva Metky
Typed/Printed Name

2020 Seabird Way
Address

561. 688-1105
Telephone

Riviera Beach, FL 33404
City, State, ZIP

561. 515-0048
Fax

042486568
Federal Tax ID Number

ina@aiacorp.com
Email address for above signer (if any)



BID FORM
(continued)

BID NO. 11-24B

Bidders Name: Abel Unlimited

TERMS: _____ % (percent discount, if any, if payment made within _____ DAYS;
otherwise, terms are NET 30 days.

Delivery/completion: _____ calendar days after receipt of Notice to Proceed or Purchase Order, whichever is applicable for this project.

To be considered eligible for award, one (1) original and three (3) copies of this bid form should be submitted with the Bid. Copies must be provided within 3 business days of City's request.

NOTE: Bid submittals without the manual signature of an authorized agent of the Bidder, as evidenced by completion of the Certified Resolution form contained herein (or acceptable Corporate Resolution) may be deemed non-responsive and ineligible for award.

IF "NO BID" IS OFFERED, PLEASE PROVIDE THE FOLLOWING INFORMATION:

Please indicate reason(s) why a Bid Proposal is not being submitted at this time. Return the Bid Form to avoid removal of Bidder from the City of Tamarac's vendor listing.



BIDDER'S QUALIFICATION STATEMENT

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

Name of Company: Abel Unlimited
Address: 2020 Seabird way
City State Zip: Riviera Beach, FL 33404
Telephone: Tel. 688-1105
Fax Number: Tel. 515-0248

- 1. How many years has your organization been in business under its present name? 25 Years
2. If Vendor is operating under Fictitious Name, submit evidence of compliance with Florida Fictitious Name Statute:
3. Under what former name(s) has your business operated?

List former address(es) of that business (if any).
1649 Forum place, WPB

- 4. Are you Certified? Yes No [checked] If Yes, attach copy of Certification
5. Are you Licensed? Yes No [checked] If Yes, attach copy of License
6. Has your company ever declared bankruptcy? Yes No [checked]

If Yes, explain:

- 7. Are you a Sales Representative [checked] Distributor [] Broker [] or Manufacturer [] of the commodities/services bid upon?

- 8. Have you ever received a contract or a purchase order from the City of Tamarac or other governmental entity? Yes No [checked] If yes, explain (date, service/project, bid title etc.)

- 9. Have you ever received a complaint on a contract or bid awarded to you by any governmental entity? Yes No [checked] If yes, explain:

- 10. Have you ever been debarred or suspended from doing business with any governmental entity? Yes No [checked] If yes, explain:



REFERENCES

Please list government agencies and/or private firms with whom you have done business during the last five years:

Your Company Name

Abel Unlimited

Address

2020 Seabird Way

City State Zip

Riviera Beach, FL / 33401

B. Phone/Fax

Sel. 688-1105 / 561-515-0048

C. E-mail

ina@tiacorp.com

Agency/Firm Name:

NEISD Texas

Address

3623 Highpoint St

City State Zip

San Antonio TX 78217

Phone/Fax

210-657-8821

Contact Name

Louisa Kates

Agency/Firm Name:

Lawland School

Address

690 W. Logan St

City State Zip

Lawrenceville GA 30046

Phone/Fax

770-513-6709

Contact Name

Barb Caruthers

Agency/Firm Name:

City of Atlanta

Address

55 Trail Ave

City State Zip

Atlanta, GA 30333

Phone/Fax

404-320-6201

Contact Name

Patricia Lowe

Agency/Firm Name:

School Miami Dade

Address

7001 SW 4th St

City State Zip

Miami, FL 33144

Phone/Fax

305-995-4195

Contact Name

R. Tyndall

Agency/Firm Name:

Pinellas School

Address

1111 S. Belcher Rd

City State Zip

Largo, FL 33773

Phone/Fax

727-588-6347

Contact Name

Jens Grage



CERTIFIED RESOLUTION

I, Ina Metz (Name), the duly elected Bid Coordinator ~~Secretary~~ of Abel Unlimited (Corporate Title), a corporation organized and existing under the laws of the State of Florida, do hereby certify that the following Resolution was unanimously adopted and passed by a quorum of the Board of Directors of the said corporation at a meeting held in accordance with law and the by-laws of the said corporation.

"IT IS HEREBY RESOLVED THAT Ina Metz (Name)", the duly elected Bid Coordinator (Title of Officer) of Abel Unlimited (Corporate Title) be and is hereby authorized to execute and submit a Bid and/or Bid Bond, if such bond is required, to the City of Tamarac and such other instruments in writing as may be necessary on behalf of the said corporation; and that the Bid, Bid Bond, and other such instruments signed by him/her shall be binding upon the said corporation as its own acts and deeds. The secretary shall certify the names and signatures of those authorized to act by the foregoing resolution.

The City of Tamarac shall be fully protected in relying upon such certification of the secretary and shall be indemnified and saved harmless from any and all claims, demands, expenses, loss or damage resulting from or growing out of honoring, the signature of any person so certified or for refusing to honor any signature not so certified.

I further certify that the above resolution is in force and effect and has not been revised, revoked or rescinded.

I further certify that the following are the name, titles and official signatures of those persons authorized to act by the foregoing resolution.

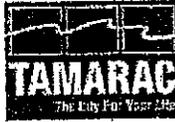
NAME	TITLE	SIGNATURE
<u>Marin MALTZ</u>	<u>President</u>	<u>[Signature]</u>
_____	_____	_____
_____	_____	_____

Given under my hand and the Seal of the said corporation this 23 day of MAY, 2011.

(SEAL)

By: [Signature] Secretary Bid Coordinator
Bid Coordinator
Corporate Title

NOTE:
The above is a suggested form of the type of Corporate Resolution desired. Such form need not be followed explicitly, but the Certified Resolution submitted must clearly show to the satisfaction of the City of Tamarac that the person signing the Bid and Bid Bond for the corporation has been properly empowered by the corporation to do so in its behalf.



CERTIFICATION

THIS DOCUMENT MUST BE SUBMITTED WITH THE BID

We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Specifications, Additional Requirements, Supplemental Attachments, Instructions to Bidders, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Invitation To Bid.

INDICATE WHICH TYPE OF ORGANIZATION BELOW:

INDIVIDUAL

PARTNERSHIP

CORPORATION OTHER

If "Other", Explain: _____

[Signature]
Authorized Signature

Abel Unlimited
Company Name

Ira Metsky
Typed/Printed Name

2020 Seabird Way
Address

561. 688-1105
Telephone

Riviera Beach, FL 33404
City, State, ZIP

561. 515-0048
Fax

042486868
Federal Tax ID Number

imq aia.com
Email address for above signer (if any)

n/k
Contractor's License Number

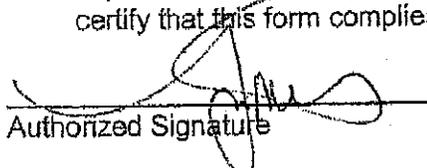


VENDOR DRUG-FREE WORKPLACE

Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more bids that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.


Authorized Signature

Abel Unlimited
Company Name



NON-COLLUSIVE AFFIDAVIT

State of Florida
County of Palm Beach)ss.

INA METSKY being first duly sworn, deposes and says that:

1. ~~he~~/she is the BID COORDINATOR (Owner, Partner, Officer, Representative or Agent) of ABEL UNLIMITED, LLC, the Offeror that has submitted the attached Proposal;
2. ~~he~~/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

[Signature]
Witness
[Signature]
Witness

By M. Barbara Piccirillo
M. BARBARA PICCIRILLO
Printed Name
NOTARY





**ACKNOWLEDGMENT
NON-COLLUSIVE AFFIDAVIT**

State of Florida
County of Palm Beach

On this the 23 day of MAY , 20 11 , before me, the undersigned Notary Public of the State of Florida, personally appeared

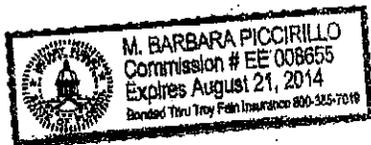
INA METSKY and

(Name(s) of individual(s) who appeared before notary)

whose name(s) is/~~are~~ subscribed to within the instrument, and ~~he~~/she/~~they~~ acknowledge that ~~he~~/she/~~they~~ executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC
SEAL OF OFFICE:



M. Barbara Piccirillo
NOTARY PUBLIC, STATE OF FLORIDA

M. BARBARA PICCIRILLO
(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

- Personally known to me, or
 Produced identification:

(Type of Identification Produced)

- DID take an oath, or DID NOT take an oath



SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Bid, Proposal or Contract No. 11-2413 to the City of Tamarac for

2. This sworn statement is submitted by Abel Unlimited Inc (Name of entity submitting sworn statement)

Federal Employer Identification Number (FEIN) 042486868

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

3. My name is Inc Metyls (Print name of individual signing)

My relationship to the entity named above is Employee

4. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilt or nolo contendere.

6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:

- a. A predecessor or successor of a person convicted of a public entity crime: or
b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The owner by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts led by a public entity or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in management of an entity.

8. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement... (Please indicate which statement applies.)

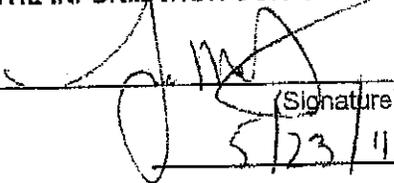
Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity were charged with and convicted of a public entity crime after July 1, 1989.

The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity was charged with and convicted of a public entity crime after July 1, 1989.

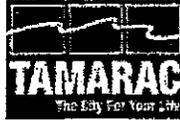
The entity submitting this sworn statement, or one of its officers, director, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or the affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order.)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH (ONE) ABOVE, IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.


(Signature)

5/23/11
(Date)



**AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

ABEL UNLIMITED, INC,

THIS AGREEMENT is made and entered into this 22 day of June, 2011 by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and Abel, Inc. a Florida corporation with principal offices located at 2020 Seabird Way, Riviera Beach, FL 33404 (the "Contractor") to provide for roof tarps for the City, and for agencies within the Southeast Florida Governmental Purchasing Cooperative (the "Co-op").

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

The contract documents consist of this Agreement, Bid Document No. 11-24B, Annual Agreement for Roof Tarps, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Invitation to Bid as issued by the City, and the Contractor's Proposal dated May 25, 2011, the Invitation for Bid as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all tarps in the size and grade as ordered by the City or other member of the Co-op.

2.1.2 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

3) Insurance

3.1. When required by the City, the Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety



Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.

- 3.2. Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Contract Term

The term of this Agreement shall be for one (1) year period from the effective date of this Agreement. This Agreement may be renewed for up to three (3) additional one (1) year terms at the same terms and conditions as the original term, upon mutual agreement of both parties.

5) Pricing

- 5.1 Pricing shall be as provided in Contractor's bid included herein. Prices quoted shall be F.O.B. destination, according to the rate in effect on the date set forth in the proposal and shall include all fuel surcharges and demurrage charges. Pricing shall remain and firm and fixed through the contract period.
- 5.2 No price increase will be accepted during the initial contract period. Contractor may submit a price increase or decrease request to be effective on the anniversary date of the Agreement, based on Contractor's actual freight and fuel cost only. To qualify for this increase, the Contractor must submit justification and written verification from freight/fuel distributor(s) to the Purchasing Division prior to initial contract term expiration, including copies of actual invoices, or other appropriate documentation. Under NO circumstances will the Contractor be permitted to request additional profit. The City will accept a price decrease at any time.

6) Payments

A. Payment will be made after proper delivery of compliant products, and receipt of a properly completed invoice. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218. Each member of the



Co-op shall be responsible for their payment arrangements.

7) Warranty

Contractor shall provide the manufacturer's standard warranty of merchantability, and fitness for a particular purpose. All warranties are to be provided to the Purchasing & Contracts Manager prior to the effective date of this Agreement.

8) Indemnification

8.1 The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

8.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.

i. The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

ii. City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.

8.3 Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

9) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure



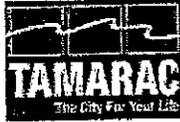
that employees are treated during employment, without regard to their race, religion, color, gender, national origin, sex, age, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

10) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

11) Assignment and Subcontracting

Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.



12) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321

With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

CONTRACTOR

Abel Unlimited Inc.
2020 Seabird Way
Riviera Beach, FL 33404
ATTN: Marvin Maltz, President
(561) 688-2203 (561) 515-0048 Fax
ina@aiacorp.com

13) Termination

13.1 Termination for Convenience: This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the other party for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.

13.2 Default by Contractor: In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.



14) Uncontrollable Forces

14.1 Notwithstanding the specific scope of this Agreement, neither the City nor Contractor shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.

14.2 Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.

17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that



provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

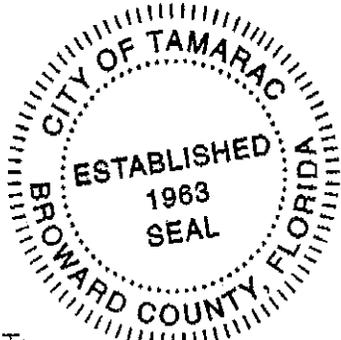
20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

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IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its President duly authorized to execute same.



CITY OF TAMARAC

Pamela Bushnell
Pamela Bushnell, Mayor

6-22-11
Date

Michael C. Cernech
Michael C. Cernech, City Manager

ATTEST:

Peter M.J. Richardson
for PETER M.J. RICHARDSON, CRM, CRC
CITY CLERK

6-21-11
Date

June 24, 2011
Date

Approved as to form and legal sufficiency:

Julie Klaker
City Attorney

6/21/11
Date

ATTEST:

Ina Maltzky
Signature of Corporate Secretary

ABEL UNLIMITED, INC.
Company Name

Marvin Maltz
Signature of President/Owner

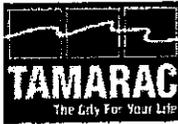
Ina Maltzky
Type/Print Name of Corporate Secy.

Marvin Maltz
President

(CORPORATE SEAL)

6/6/2011
Date





CORPORATE ACKNOWLEDGEMENT

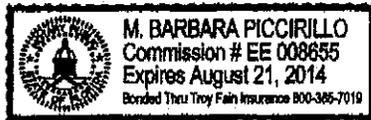
STATE OF Florida :
COUNTY OF Palm Beach :SS

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Marvin Maltz, President of Abel Unlimited, Inc. a Florida Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this 6 day of June, 2011.

M. Barbara Piccirillo

Signature of Notary Public
State of Florida at Large



M. BARBARA PICCIRILLO

Print, Type or Stamp
Name of Notary Public

- Personally known to me or
- Produced Identification

Type of I.D. Produced

- DID take an oath, or
- DID NOT take an oath.



EXHIBIT A – PRICING (All prices are F.O.B. Destination, Freight Prepaid)

Description	Quantity Breaks (Per Tarp)	UOM	Material Unit Price
Tarp, Economy, 15' x 20'.	10-100	EA	\$ 13.50
	101-500		\$ 13.00
	501-1000		\$ 12.50
	1001+		\$ 12.00
Tarp, Economy, 20' x 30'.	10-100	EA	\$ 27.00
	101-500		\$ 26.00
	501-1000		\$ 25.00
	1001+		\$ 24.00
Tarp, Economy, 25' x 40'.	10-100	EA	\$ 46.00
	101-500		\$ 44.00
	501-1000		\$ 42.00
	1001+		\$ 40.00
Tarp, Economy, 30' x 40'.	10-100	EA	\$ 54.00
	101-500		\$ 52.00
	501-1000		\$ 50.00
	1001+		\$ 48.00
Tarp, Economy, 30' x 50'.	10-100	EA	\$ 69.00
	101-500		\$ 66.00
	501-1000		\$ 63.00
	1001+		\$ 60.00
Tarp, Heavy Grade, 30' x 40'.	10-100	EA	\$ 120.00
	101-500		\$ 116.00
	501-1000		\$ 112.00
	1001+		\$ 108.00
Tarp, Heavy Grade, 30' x 50'.	10-100	EA	\$ 150.00
	101-500		\$ 145.00
	501-1000		\$ 140.00
	1001+		\$ 135.00