

# CONTRACT SUMMARY

CITY OF FORT LAUDERDALE  
PROCUREMENT SERVICES DEPARTMENT

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<b>Period Covered:</b> 5/17/10 – 5/16/11	<b>Contract No.:</b> 103-10523	<b>Master Blanket:</b> N/A
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**Awarded Vendor:**

American Fasteners Corporation  
7323 NW 66 Street  
Miami, FL 33166

Delivery: 30 Days  
Payment Terms: Net 30

Attn: Samantha Linville  
305-885-1717  
Fax 305-885-5278  
Email: [samanthal@amerifast.com](mailto:samanthal@amerifast.com)

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

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**LITHIUM BATTERIES**

1.5V AA, Advanced, EA91BP-8, Energizer	\$ 106.26 / case
AAA Advanced, EA92BP-8, Energizer	\$ 35.42 / case
CR123 3V, Photo, 03-2018, Energizer	\$ 19.08 / pkg
2CR5 6V, Photo, EL2CR5BP, Energizer	\$ 7.54 / pkg
CR2 Photo, EL1CRBP-2, Energizer	\$ 7.74 / pkg

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**Department Contract Co-Ordinator:** Sgt. Jon Appel, (954) 828-5449

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

THIS AGREEMENT, made and entered into this 12th 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 American Fasteners Corporations, a Florida corporation ("Contractor"), whose address and phone are 7323 NW 66 Street, Miami, FL 33166, Phone 305-885-1717, Fax: 305-885-5278.

WHEREAS, the City issued Invitation to Bid Number 103-10523 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on May 17, 2010, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

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 Lithium Batteries 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 17, 2010 and ending May 16, 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 all 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

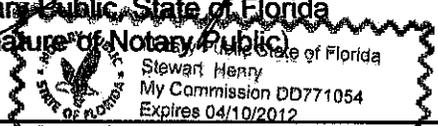
ATTEST  
By: [Signature]  
Print Name: Joe Rivas VP/Secy

CONTRACTOR  
By: [Signature]  
Print Name: MANUEL BENITEZ  
Title: PRESIDENT  
(If not president of corporation please attach proof of authorization)

STATE OF FLORIDA  
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me this 24<sup>TH</sup> day of MAY, 2010, by MANUEL BENITEZ as (title): PRESIDENT for American Fasteners Corporation, a Florida corporation.

(SEAL)

[Signature]  
Notary Public, State of Florida  
(Signature of Notary Public)  
  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known  OR Produced Identification \_\_\_\_\_  
Type of Identification Produced \_\_\_\_\_

**CONTRACT  
COPY**

**American Fasteners Corp.**

Bid Contact **Samantha Linville**  
**samanthal@amerifast.com**  
**Ph 305-885-1717**

Address **7323 nw 66 street**  
**Miami, FL 33175**

Qualifications **MBE SB**

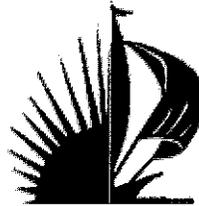
Item #	Line Item Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
103-10523-1-01	1.5V AA Advanced Lithium Batteries <b>Supplier Product Code: EA91BP-8</b> <b>Manufacturer/Model#: ENERGIZER/EA91BP-8</b>	<b>First Offer - \$106.26</b>	40 / case	<b>\$4,250.40</b>	<b>Y</b>
103-10523-1-02	AAA Advanced Lithium Batteries <b>Supplier Product Code: EA92BP-8</b> <b>Manufacturer/Model#: ENERGIZER/EA92BP-8</b>	<b>First Offer - \$35.42</b>	40 / case	<b>\$1,416.80</b>	<b>Y</b>
103-10523-1-03	CR123 3 V Photo Lithium Battery <b>Supplier Product Code: 03-2018</b> <b>Manufacturer/Model#: ENERGIZER/03-2018</b>	<b>First Offer - \$19.08</b>	240 / package	<b>\$4,579.20</b>	<b>Y</b>
103-10523-1-04	2CR5 6V Photo Lithium Battery <b>Supplier Product Code: EL2CR5BP</b> <b>Manufacturer/Model#: ENERGIZER/EL2CR5BP</b>	<b>First Offer - \$7.54</b>	60 / package	<b>\$452.40</b>	<b>Y</b>
103-10523-1-05	CR2 Photo Lithium Battery <b>Supplier Product Code: EL1CRBP-2</b> <b>Manufacturer/Model#: ENERGIZER/EL1CRBP-2</b>	<b>First Offer - \$7.74</b>	312 / package	<b>\$2,414.88</b>	<b>Y</b>
<b>Supplier Total</b>				<b>\$13,113.68</b>	

***CITY OF FORT LAUDERDALE  
SPECIFICATIONS PACKAGE***

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**103-10523**

**Lithium Batteries**



**CITY OF FORT LAUDERDALE**

**Michael F Walker**

**954-828-5677**

**BID/PROPOSAL SIGNATURE PAGE**

**How to submit bids/proposals:** It is preferred that bids/proposals be submitted electronically at [www.bidsync.com](http://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. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **SAMANTHA LILNVILLE 4/19/2010**  
(signature) (date)

Name (printed): **SAMANTHA LINVILLE** Title: **SALES REP**

Company: (Legal Registration) **AMERICAN FASTENERS CORP**

**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/>).**

Address: **7323 NW 66 STREET**

City: **MIAMI** State: **FL** Zip: **33166**

Telephone No. **305-885-1717** FAX No. **305-885-5278**

Email: **SAMANTHAL@AMERIFAST.COM**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **30 DAYS**

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  WBE

**ADDENDUM ACKNOWLEDGEMENT** - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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**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.

Variations: **N/A**  
revised 3-23-10

**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.**