

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:
4/6/10 – 3/26/12

Contract No.:
10(03)10-01-01-27H-2

Master Blanket:
101405

Awarded Vendor:

Commercial Energy Specialists, Inc.
860 Jupiter Park Drive, Suite 2
Jupiter, FL 33458

Delivery: not stated
Payment Terms: Net 30

Attn: James Mitchell
561-744-1557
Fax 866-237-2500

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
City Commission Approval: 4/6/10 Pur-05 CAR 10-0471
Extension Options: Yes No Years: 2, 1 yr extensions

SWIMMING POOL CHEMICALS

Item 8 - Muriatic Acid, 1 gallon container
AE446234

\$ 2.69/gallon

Department Contract Co-Ordinator: Ronna Adams, Business Enterprises (954) 828-5889
Kim Clifford, Parks & Recreation (954) 828-5354

Procurement Specialist: AnnDebra Diaz, CPPB
Richard Ewell, CPPB

THIS AGREEMENT, made and entered into this 6th day of April, 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 Commercial Energy Specialists, Inc., a Florida corporation ("Contractor"), whose address and phone are 860 Jupiter Park Drive, Suite 2, Jupiter, FL 33458, Phone 561-744-1557, Fax: 866-237-2500.

WHEREAS, the City of Sunrise issued Invitation to Bid Number 10(03)10-01-01-27-H ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 6, 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 Swimming Pool Chemicals (Item 8) 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 April 6, 2010 and ending March 26, 2012.

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 of Sunrise's ITB in reverse chronological order;

Third, the City of Sunrise ITB;

Fourth, the Contractor's response to any addendum requiring a response;

Fifth, the Contractor's response to the *City of Sunrise 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
Virginia M. Arruzo
Print Name
Title: [Signature]
(Secretary for corporation member or manager for L.L.C.)

CONTRACTOR
By: [Signature]
Print Name: AWARDO G. MENDOZA
Title: PRESIDENT
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

**SCHEDULE "C"
CITY OF SUNRISE
CERTIFICATION**

The following certifies that this Invitation For Bid is submitted without prior understanding, agreement, or connection with any corporation, firm or person submitting a Request for Submittal for the same materials, services, and supplies and is in all respects fair and without collusion or fraud.

The Respondent certifies by his/her signature below that this Submittal is current, accurate, complete and is presented to the City for the performance of this contract in accordance with all the requirements as stated in this Request for Submittal, and that the person signing this Certification is authorized to bind the firm by their signature.

NAME (PRINT): Alvaro Mendoza
TITLE: President
COMPANY: Commercial Energy Specialists
ADDRESS: 860 Jupiter Park Drive, Ste 2, Jupiter FL 33458
FEDERAL TAX I.D. NO: 59-2550057
SIGNATURE: [Signature]

SOCIAL SECURITY NUMBER COLLECTION DISCLOSURE STATEMENT

Please be advised that pursuant to Section 119.071(5)(a)2.a., Florida Statutes the City of Sunrise ("City") discloses that the City requests your social security number for the purpose of payroll eligibility verification, processing employment benefits, income reporting, tax reporting, background checks on employee applicants, advisory board applicants and other City program volunteers. Social security numbers are also used as a unique numeric identifier and may be used for search purposes.

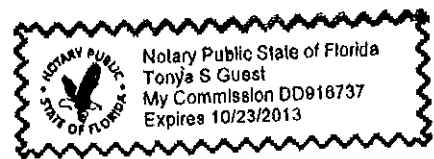
Please affix corporate seal or have this Certification notarized below.

Tonya S. Guest
Notary-Full Name

10/23/2013
Notary Expiration & Seal

Date: 1/25/2010

OR:
(Corporate seal)



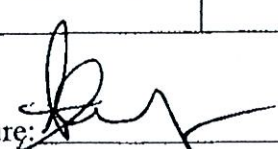
**SCHEDULE "A"
CITY OF SUNRISE
BID SHEET**

ALL BIDS SHALL REMAIN VALID FOR NINETY (90) DAYS AFTER BID OPENING

**NOTE: Minimum order requirements are not acceptable due to the nature of this bid.
Items will be bought in units specified below.**

Item No.	Est. Qty.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
1.	481	Soda Ash, 50 LB Bag AE 5802	Soda Ash	\$35.25/bag	\$16,955.25
2.	445	Diatomaceous Earth 50 LB Bag EM 278640	DE Filter Media	\$24.87/bag	\$11,067.15
3.	1013	Sodium Bicarbonate 50 LB Bag AE 188240	Sodium Bicarbonate	\$18.87/bag	\$19,115.31
4.	75	Cyanuric Acid 100 LB Drum	NA	\$ - /drum	\$ -
5.	12	Cyanuric Acid 50 LB Drum AC 72477	Pulsar Sunscreen 20 Powder	\$106.18/drum	\$1,274.16
6.	24	Muriatic Acid 55 Gallon Drum	NA	\$ - /drum	\$ -
7.	100	Muriatic Acid 15 Gallon Drum	NA	\$ - /drum	\$ -
8.	4719	Muriatic Acid 1 Gallon Container AE 446234	Muriatic Acid	\$2.69/gallon	\$12,694.11
9.	67	Sodium Hydroxide Solution (Caustic) Commercial Grade 50% Strength AE 238501 15 Gallon Drum	Caustic Soda	\$90.09/drum	\$6,036.03
10.	971	Calcium Chloride 50 LB Bag AE 744849	Calcium Chloride	\$21.87/bag	\$21,235.77
11.	3	Sodium Sulfite 50 LB Bag AA C5814	Dichlor	\$181.34/bag	\$544.02

Company Name: Commercial Energy Specialists

Authorized Signature: 

QTY.	Description	MFG/ Trade Name	Unit Cost	EXTENDED PRICE
12. 166,000	Sodium Hypochlorite-Batch (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	NA	\$ ___ /gallon	\$ ___
13. 155,425	Sodium Hypochlorite-Batch (Liquid Chlorine) (No minimum quantity)	NA	\$ ___ /gallon	\$ ___
14. 25,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) 500 gallons minimum quantity delivered at any one time	Sodium Hypochlorite	\$ 1.33/gallon	\$ 33,250.00
15. 74,000	Sodium Hypochlorite-Continuous (Liquid Chlorine) (No minimum quantity)	NA	\$ ___ /gallon	\$ ___
16. 60	Chlorine Dry Tablet (3" Tablet) 50 LB Pail AA C5801	Chlorine Tablet	\$ 134.43/pail	\$ 8,065.20
17. 60	Pure Fiber 90 25 LB Bag EM IMPURFIBER25	Purefiber 90	\$ 67.59/bag	\$ 4,055.40
18. 4	Sodium Dichloride 25 LB Bag	NA	\$ ___ /bag	\$ ___
19. 49	Sodium Trichloride 25 LB Bag	NA	\$ ___ /bag	\$ ___
20. 117	Calcium Hypochlorite 100 LB drums AH 30554	Pulsar Granular (Calc Hypo)	\$ 171.60/drum	\$ 20,077.20
21. 110	Calcium Hypochlorite 25 LB Pail AH 30215	Pulsar Power Shock	\$ 67.22/pail	\$ 7,394.20
22. 2,354	Chlorine Briquettes 50 LB pail AH 30170	Pulsar Plus Briquettes	\$ 109.34/pail	\$ 257,386.36
23. 100	Potassium Peroxymonosulfate 50 LB pail AB Truox001	Purolyte	\$ 203.74/pail	\$ 20,374.00
24. 7	IS-3 Plus 5 LB pail AD 03816	Natural Chemistry IS-3 Plus	\$ 180.91/pail	\$ 1,266.37

Company Name: Commercial Energy Specialists

Authorized Signature: 

TOTAL BID OFFER (Items 1-24): \$ 440,790.53

four hundred forty thousand seven hundred ninety dollars
(Written Dollar Amount) and fifty three cents

CONTINGENCY PRICING

RUSH Fee for Expedited Delivery within 48 Hours of notice.	\$ _____ /delivery
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All Vendors MUST indicate the percentage (%) off the balance of line. 15 %

Vendor to indicate, any drum deposit charges, if applicable:

Item No. _____	\$ _____	Item No. _____	\$ _____
Item No. _____	\$ _____	Item No. _____	\$ _____
Item No. _____	\$ _____	Item No. _____	\$ _____

All deliveries will be made by Common Carrier ONLY. Yes No
with the exception of Chlorine manufactures tanker.

Delivery will be made within _____ calendar days after receipt of purchase order. (To Be Completed ONLY if vendor is unable to comply with specified delivery requirements indicated within the bid document.)

If applicable, would you extend the prices bid herein to other municipalities? Award of bid is not contingent upon concurrence with this offer to other municipalities. Yes: No:

ADDENDUM RECEIPT: Contractor shall acknowledge below the receipt of any and all addenda, if any, by listing the Addenda No. and date of issuance.

ADDENDUM NO: _____ /DATE _____ ADDENDUM NO: _____ /DATE _____
 ADDENDUM NO: _____ /DATE _____ ADDENDUM NO: _____ /DATE _____

Company Name: Commercial Energy Specialists

Authorized Signature: 