

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 12/28/10 – 12/27/11	Contract No.: 113-10667	Master Blanket: N/A
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Awarded Vendor:

Dana Safety Supply, Inc.
1372 NW 78 Avenue
Miami, FL 33126

Delivery: 30 Days
Payment Terms: Net 30

Attn: Mark Sevigny
800-845-0045
Fax 888-375-8347
Email: msevigny@1dss.com

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

SPIEWAK SYSTEMS JACKETS

Style S3616, WeatherTech Waterproof Shell Jacket \$ 64.66 / each
Color: Navy

Style S327, Performance Fleece Liner Jacket \$ 70.02 / each
Color: Navy

Price includes shipping and patch application

Department Contract Co-Ordinator: Robbie Blish, Police, (954) 828-6418

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

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FROM FILE

THIS AGREEMENT, made and entered into this 26 day of January, 2011, 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 Dana Safety Supply, Inc., a Florida corporation ("Contractor"), whose address and phone are 1372 NW 78 Avenue, Miami, FL 33126, Phone 800-845-0045, Fax: 888-375-8347.

WHEREAS, the City issued Invitation to Bid Number 113-10667 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on December 28, 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 Spiewak Systems Jackets for Police Department 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 December 28, 2010 and ending December 27, 2011.

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

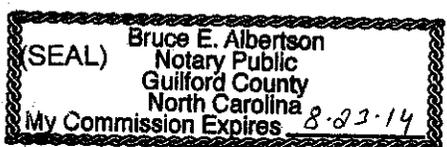
ATTEST
By: [Signature]
Print Name: Mark Seivigny

(CORPORATE SEAL)

CONTRACTOR
By: Wanda J Hobbs
Print Name: Wanda J. Hobbs
Title: Asst. Secretary
(If not president of corporation please attach proof of authorization)

STATE OF North Carolina
COUNTY OF Guilford

The foregoing instrument was acknowledged before me this 10th day of January, 2011, by Wanda J Hobbs as (title): Assistant Secretary for Dana Safety Supply, inc., a Florida corporation.



Bruce E Albertson
Notary Public, State of North Carolina
(Signature of Notary Public)
Bruce E Albertson
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

**CONTRACT
COPY**

Dana Safety Supply

Bid Contact **Mark Sevigny**
msevigny@1dss.com
Ph 336-854-5536
Fax 336-854-3884

Address **5223-A W. Market Rd**
Greensboro, NC 27409

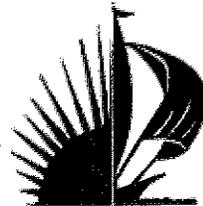
Supplier Code 00001561

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
113-10667-1-01	Spiewak Style S3616 WeatherTech Waterproof Shell Jacket (No Substitutions)	Supplier Product Code: S3616 NAVY COLOR CODE 011. PRICE INCLUDES SHIPPING AND PATCH APPLICATION.	First Offer - \$64.44	50 / each	\$3,222.00		Y
113-10667-1-02	Spiewak Style S327 Performance Fleece Liner Jacket (No Substitutions)	Supplier Product Code: S327 NAVY COLOR CODE 011. PRICE INCLUDES SHIPPING AND PATCH APPLICATION.	First Offer - \$70.02	50 / each	\$3,501.00		Y
Supplier Total					\$6,723.00		

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

113-10667

Spiewak Systems Jackets



CITY OF FORT LAUDERDALE

Michael F Walker

954-828-5677

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**

N/A

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.

