

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 4/15/10 – 4/14/11	Contract No.: 103-10463-2	Master Blanket: N/A
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Awarded Vendor:

The Peavy Corporation dba/Lynn Peavy Company
10749 W. 84th Terrace
Lenexa, KS 66214

Delivery: 10 Days
Payment Terms: Net 30

Attn: Greg Ebeling
800-255-6499 ext. 652

Email: gebeling@peaveycorp.com

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

EVIDENCE BAGS

9 x 12 Evidence Bag, IEB9120, 1000/case

\$ 182.85 / case

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

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

THIS AGREEMENT, made and entered into this 14th 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 The Peavy Corporation d/b/a Lynn Peavy Company, a Kansas corporation ("Contractor"), whose address and phone are 10749 W. 84th Terrace, Lenexa, KS 66214, Phone 800-255-6499 ext. 652.

WHEREAS, the City issued Invitation to Bid Number 103-10463 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on April 14, 2010, the Procurement Services Director 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 Evidence Bags (Item 2) 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 15, 2010 and ending April 14, 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

[Signature]
Doug Peavey
Print Name

Title: Secretary (same as president)
(Secretary for corporation)

CONTRACTOR

By: [Signature]
Print Name: Doug Peavey

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

STATE OF Kansas
COUNTY OF Johnson

The foregoing instrument was acknowledged before me this 19 day of March 2010, by Doug Peavey as (title): Secretary for The Peavy Corporation d/b/a Lynn Peavy Company, a Kansas corporation.

(SEAL)

[Signature]
Notary Public, State of Kansas
(Signature of Notary Public)
Beverly R Dinges
My Appt Exp 11/8/2011

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

Personally Known OR Produced ID Type of ID Produced