

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 1/1/10 – 3/31/12	Contract No.: 09-A-149 Co-Op Coral Springs	Master Blanket: N/A
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Awarded Vendor:
Port Consolidated, Inc.
3141 SE 14 Avenue
Fort Lauderdale, FL 33316

Mailing Address:
P.O. Box 350430
Fort Lauderdale, FL 33335

Attn: Don Carlton, Vice President, Account Manager
954-522-1182 X 233
Fax 954-527-1191
Email dcarlton@portconsolidated.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
City Commission Approval: 12/1/09 Pur-4 CAR 09-1672
Extension Options: Yes No Years: 2, 2 year extensions

<u>UNLEADED GASOLINE & DIESEL FUEL</u>	Transport	Tankwagon
87 Octane Blended Gasoline:		
(90%) 87 Octane	\$ + .1175	\$+ .1375
(plus) (10%) Ethanol	\$ + .2390	\$+ .2590
Diesel Fuel #2 Ultra Low Sulfur	\$ + .0950	\$+ .1150
Additional Products		
Midrange Unleaded 89 Octane	\$ + .1679	\$+ .1879
Ultra low sulfur #2 red dye diesel	\$ + .1950	\$+ .3950

Customer Service (Placing Orders):
Fay Francisco fayfrancisco@portconsolidated.com
954-522-1182 x 240 Fax 954-377-1018

Billing Inquiries: Bonnie Stevenson 877-345-1098 x 230
Invoice request copy: Jesse Dechant 877-345-1098 x 204
Credit/Collections: Michelle Thompson 877-345-1098 x 205
24 Hour emergency line 800-683-5823

Department Contract Co-Ordinator: Ken Kalen, Fleet Services, (954) 828-5781

Procurement Specialist: AnnDebra Diaz, CPPB

THIS AGREEMENT, made and entered into this 15 day of Dec, 2009, 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 Port Consolidated, Inc., a Florida corporation ("Contractor"), whose address and phone are 3141 SE 14 Avenue, Fort Lauderdale, FL 33316, Phone: 954-522-1182, Fax: 954-527-1191.

WHEREAS, the City of Coral Springs issued a Southeast Florida Governmental Purchasing Cooperative Group Request for Proposal Number 09-A-149 ("RFP"), and the Contractor submitted a proposal in response to the RFP; and

WHEREAS, on December 1, 2009, the City Commission of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the RFP

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 unleaded gasoline and diesel fuel in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the RFP and any and all addenda thereto beginning 1/1/2010 and ending 3/31/2012 for the requirements listed above.

2. This contract form, the RFP, any and all addenda to the RFP, and the Contractor's proposal in response to the RFP 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;

Second, any and all addenda to the City of Coral Spring's RFP in reverse chronological order;

Third, the RFP;

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

Fifth, the Contractor's proposal to the RFP.

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 RFP 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 RFP 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.

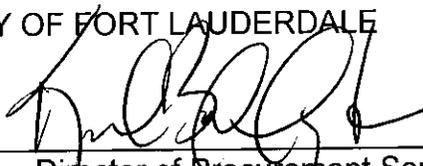
5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the RFP within 30 days following written notice to the Contractor.

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.

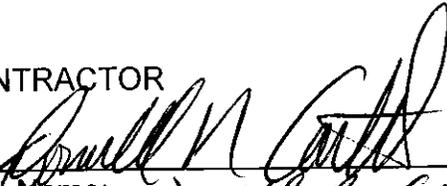
IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: 
Director of Procurement Services

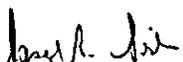
KIRK BUFFINGTON, CPPO, C.P.M., MBA
DIRECTOR OF PROCUREMENT SERVICES

CONTRACTOR

By: 
Print Name: DONALD R. CARLTON JR
Title: VP

(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

ATTEST:


Print Name: JOSEPH R. SISKKA
Title: SECRETARY
(Secretary for corporation;
member or manager for L.L.C.)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me this 10 day of DECEMBER, 2009, by DONALD CARTON as (title): VICE PRESIDENT for (name of business entity): PORT CONSOLIDATED, INC.

(SEAL)



Brenda J. Ayers
Notary Public, State of Florida
(Signature of Notary Public - State of _____)

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

Personally Known OR Produced Identification _____

Type of Identification Produced _____