

AGREEMENT FOR CUT PAPER

THIS AGREEMENT, made this 23 day of Jan. 2011², 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 International Paper Company, a New York corporation authorized to transact business in the State of Florida, d/b/a Xpedx, ("Contractor" or "Company"), whose address and phone number are 1000 West Sunrise Boulevard, Fort Lauderdale, FL 33311, 954-525-0055, fax 954-462-6625, for the term specified herein.

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:

WITNESSETH:

I. DOCUMENTS

The following documents (collectively "Contract Documents") are hereby incorporated into and made part of this Agreement:

- (1) Invitation to Bid Number 713-10814, Purchase of Cut Paper, including any and all addenda, prepared by the City of Fort Lauderdale, ("ITB" or "Exhibit A").
- (2) The Contractor's response to the ITB, dated July 12, 2011, ("Exhibit B").

All Contract Documents may also be collectively referred to as the "Documents." In the event of any conflict between or among the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. First, specific direction from the City Manager (or designee)
- B. Second, this Agreement dated Jan. 23, 2011, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall provide to the City the supplies, materials, or equipment under the general direction of the City as set forth in the Contract Documents.

By signing this Agreement, the Contractor represents that he/she or, in the event a business entity, its principals and/or executives, thoroughly reviewed the documents incorporated into this Agreement by reference and that he/she/it fully understands the description of the supplies, materials, or equipment to be provided to the City and agrees to the terms and conditions of the ITB.

III. TERM OF AGREEMENT

The initial contract period shall commence on October 1, 2011, and shall end on September 30, 2012. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30, the continuation of this Agreement beyond the end of such fiscal year shall be subject to both the appropriation and the availability of funds.

IV. COMPENSATION

The Contractor agrees to provide the services and/or materials as specified in the Contract Documents at the cost specified in Exhibit B. It is acknowledged and agreed by Contractor that this amount is the maximum payable and constitutes a limitation upon City's obligation to compensate Contractor for Contractor's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon Contractor's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to Contractor to reimburse Contractor's expenses.

V. METHOD OF BILLING AND PAYMENT

Contractor may submit invoices for compensation no more often than monthly, but only after the supplies, materials, or equipment for which the invoices are submitted have been delivered to the City. An original invoice plus one copy are due within fifteen (15) days of the end of the month except the final invoice which must be received no later than sixty (60) days after this Agreement expires. Invoices shall specify the supplies, materials, or equipment provided.

City shall pay Contractor within forty-five (45) days of receipt of Contractor's proper invoice, as provided in the Florida Local Government Prompt Payment Act.

To be deemed proper, all invoices must comply with the requirements set forth in this Agreement and must be submitted on the form and pursuant to instructions prescribed by the City's Contract Administrator. Payment may be withheld for failure of Contractor to comply with a term, condition, or requirement of this Agreement.

Notwithstanding any provision of this Agreement to the contrary, City may withhold, in whole or in part, payment to the extent necessary to protect itself from loss on account of inadequate or defective work that has not been remedied or resolved in a manner satisfactory to the City's Contract Administrator or failure to comply with this Agreement. The amount withheld shall not be subject to payment of interest by City.

VI. GENERAL CONDITIONS

A. Indemnification

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City and the City's officers, employees, volunteers, and agents from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any act or omission by the Contractor or by any officer, employee,

agent, invitee, subcontractor, or sublicensee of the Contractor. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the City Manager, any sums due Contractor under this Agreement may be retained by City until all of City's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved, and any amount withheld shall not be subject to payment of interest by City.

B. Intellectual Property

Contractor shall protect and defend at Contractor's expense, counsel being subject to the City's approval, and indemnify and hold harmless the City from and against any and all losses, penalties, fines, damages, settlements, judgments, claims, costs, charges, royalties, expenses, or liabilities, including any award of attorney fees and any award of costs, in connection with or arising directly or indirectly out of any infringement or allegation of infringement of any patent, copyright, or other intellectual property right in connection with the Contractor's or the City's use of any copyrighted, patented or un-patented invention, process, article, material, or device that is manufactured, provided, or used pursuant to this Agreement. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

C. Termination for Cause

The aggrieved party may terminate this Agreement for cause if the party in breach has not corrected the breach within ten (10) days after written notice from the aggrieved party identifying the breach. The City Manager may also terminate this Agreement upon such notice as the City Manager deems appropriate under the circumstances in the event the City Manager determines that termination is necessary to protect the public health or safety. The parties agree that if the City erroneously, improperly or unjustifiably terminates for cause, such termination shall be deemed a termination for convenience, which shall be effective thirty (30) days after such notice of termination for cause is provided.

This Agreement may be terminated for cause for reasons including, but not limited to, Contractor's repeated (whether negligent or intentional) submission for payment of false or incorrect bills or invoices, failure to perform the Work to the City's satisfaction; or failure to continuously perform the work in a manner calculated to meet or accomplish the objectives as set forth in this Agreement.

D. Termination for Convenience

The City reserves the right, in its best interest as determined by the City, to cancel this contract for convenience by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. In the event this Agreement is terminated for convenience, Contractor shall be paid for any supplies, materials, or equipment delivered to the City in strict compliance with the Agreement through the termination date specified in the written notice of termination. Contractor acknowledges and agrees that he/she/it has received good, valuable and sufficient consideration from City, the receipt and adequacy of which are hereby acknowledged by Contractor, for City's right to terminate this Agreement for convenience.

E. Cancellation for Unappropriated Funds

The City reserves the right, in its best interest as determined by the City, to cancel this contract for unappropriated funds or unavailability of funds by giving written notice to the Contractor at least thirty (30) days prior to the effective date of such cancellation. The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise provided by law.

F. Standard of Care

Contractor represents that he/she/it is qualified to provide the supplies, materials, or equipment specified in this Agreement, and, that Contractor and his/her/its subcontractors, if any, possess current, valid state and/or local licenses necessary to provide the supplies, materials, or equipment.

G. Rights in Documents and Work

Any and all reports, photographs, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of City; and Contractor disclaims any copyright in such materials. In the event of and upon termination of this Agreement, any reports, photographs, surveys, and other data and documents prepared by Contractor, whether finished or unfinished, shall become the property of City and shall be delivered by Contractor to the City's Contract Administrator within seven (7) days of termination of this Agreement by either party. Any compensation due to Contractor shall be withheld until Contractor delivers all documents to the City as provided herein.

H. Audit Right and Retention of Records

City shall have the right to audit the books, records, and accounts of Contractor and Contractor's subcontractors that are related to this Agreement. Contractor shall keep, and Contractor shall cause Contractor's subcontractors to keep, such books, records, and accounts as may be necessary in order to record complete and correct entries related to this Agreement. All books, records, and accounts of Contractor and Contractor's subcontractors shall be kept in written form, or in a form capable of conversion into written form within a reasonable time, and upon request to do so, Contractor or Contractor's subcontractor, as applicable, shall make same available at no cost to City in written form.

Contractor and Contractor's subcontractors shall preserve and make available, at reasonable times for examination and audit by City in Broward County, Florida, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for the required retention period of the Florida public records law, Chapter 119, Florida Statutes, as may be amended from time to time, if applicable, or, if the Florida Public Records Act is not applicable, for a minimum period of three (3) years after termination of this Agreement. If any audit has been initiated and audit findings have not been resolved at the end of the retention period or three (3) years, whichever is longer, the books, records, and accounts shall be retained until resolution of the audit findings. If the Florida public records law is determined by City to be applicable to Contractor and Contractor's subcontractors' records, Contractor and Contractor's subcontractors shall comply with all requirements thereof; however, Contractor and Contractor's subcontractors shall violate no confidentiality or non-disclosure requirement of either federal or state law.

Any incomplete or incorrect entry in such books, records, and accounts shall be a basis for City's disallowance and recovery of any payment upon such entry.

Contractor shall, by written contract, require Contractor's subcontractors to agree to the requirements and obligations of this Section.

The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract.

I. Public Entity Crime Act

Contractor represents that the execution of this Agreement will not violate the Public Entity Crime Act, Section 287.133, Florida Statutes, as may be amended from time to time, which essentially provides that a person or affiliate who is a contractor, consultant, or other provider and who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to City, may not submit a bid on a contract with City for the construction or repair of a public building or public work, may not submit bids on leases of real property to City, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with City, and may not transact any business with City in excess of the threshold amount provided in Section 287.017, Florida Statutes, as may be amended from time to time, for category two purchases for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section shall result in termination of this Agreement and recovery of all monies paid by City pursuant to this Agreement, and may result in debarment from City's competitive procurement activities.

J. Independent Contractor

Contractor is an independent contractor under this Agreement. No partnership, joint venture, or other joint relationship is created hereby. City does not extend to Contractor or Contractor's agents any authority of any kind to bind City in any respect whatsoever.

K. Non-Waiver

The failure of the City to insist upon strict performance of any other terms of this Agreement or to exercise any rights conferred by this Agreement shall not be construed by Contractor as a waiver of the City's right to assert or rely on any such terms or rights on any future occasion or as a waiver of any other terms or rights.

L. Assignment and Performance

Neither this Agreement nor any right or interest herein shall be assigned, transferred, or encumbered without the written consent of the other party. In addition, Contractor shall not subcontract any portion of the work required by this Agreement, except as approved by the City. City may terminate this Agreement, effective immediately, if there is any assignment, or attempted assignment, transfer, or encumbrance, by Contractor of this Agreement or any right or interest herein without City's written consent.

In the event Contractor engages any subcontractor in the performance of this Agreement, Contractor shall ensure that all of Contractor's subcontractors perform in accordance with the terms and conditions of this Agreement. Contractor shall be fully responsible for all of

Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend at Contractor's expense, counsel being subject to City's approval or disapproval, and indemnify and hold City and City's officers, employees, and agents harmless from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, by or in favor of any of Contractor's subcontractors for payment for work performed for City by any of such subcontractors, and from and against any claim, lawsuit, third party action, fine, penalty, settlement, or judgment, including any award of attorney fees and any award of costs, occasioned by or arising out of any act or omission by any of Contractor's subcontractors or by any of Contractor's subcontractors' officers, agents, or employees. Contractor's use of subcontractors in connection with this Agreement shall be subject to City's prior written approval, which approval City may revoke at any time.

M. Conflicts

Neither Contractor nor any of Contractor's employees shall have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with Contractor's loyal and conscientious exercise of judgment and care related to Contractor's performance under this Agreement.

Contractor further agrees that none of Contractor's officers or employees shall, during the term of this Agreement, serve as an expert witness against City in any legal or administrative proceeding in which he, she, or Contractor is not a party, unless compelled by court process. Further, Contractor agrees that such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of City in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude Contractor or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding.

In the event Contractor is permitted pursuant to this Agreement to utilize subcontractors to perform any services required by this Agreement, Contractor agrees to require such subcontractors, by written contract, to comply with the provisions of this section to the same extent as Contractor.

N. Schedule and Delays

Time is of the essence in this Agreement. By signing, Contractor affirms that it believes the schedule to be reasonable; provided, however, the parties acknowledge that the schedule might be modified as the City directs.

O. Materiality and Waiver of Breach

City and Contractor agree that each requirement, duty, and obligation set forth herein was bargained for at arm's-length and is agreed to by the parties in exchange for *quid pro quo*, that each is substantial and important to the formation of this Agreement and that each is, therefore, a material term hereof.

City's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of

this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

P. Compliance With Laws

Contractor shall comply with all applicable federal, state, and local laws, codes, ordinances, rules, and regulations in performing Contractor's duties, responsibilities, and obligations pursuant to this Agreement.

Q. Severance

In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the provisions not having been found by a court of competent jurisdiction to be invalid or unenforceable shall continue to be effective.

R. Limitation of Liability

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,000. Contractor hereby expresses its willingness to enter into this Agreement with Contractor's recovery from the City for any damage action for breach of contract or for any action or claim arising from this Agreement to be limited to a maximum amount of \$1,000 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,000 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action for breach of contract or for any action or claim arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Article 768.28, Florida Statutes.

S. Jurisdiction, Venue, Waiver, Waiver of Jury Trial

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for any lawsuit by either party against the other party or otherwise arising out of this Agreement, and for any other legal proceeding, shall be in the Seventeenth Judicial Circuit in and for Broward County, Florida, or in the event of federal jurisdiction, in the Southern District of Florida, Fort Lauderdale Division.

In the event Contractor is a corporation organized under the laws of any province of Canada or is a Canadian federal corporation, the City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada of a judgment entered by a court in the United States of America.

T. Amendments

No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar

formality as this Agreement and executed by the Mayor-Commissioner and/or City Manager, as determined by City Charter and Ordinances, and Contractor or others delegated authority to or otherwise authorized to execute same on their behalf.

U. Prior Agreements

This document represents the final and complete understanding of the parties and incorporates or supersedes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein. The parties agree that there is no commitment, agreement, or understanding concerning the subject matter of this Agreement that is not contained in this written document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representation or agreement, whether oral or written.

V. Payable Interest

Except as required and provided for by the Florida Local Government Prompt Payment Act, City shall not be liable for interest for any reason, whether as prejudgment interest or for any other purpose, and in furtherance thereof Contractor waives, rejects, disclaims and surrenders any and all entitlement it has or may have to receive interest in connection with a dispute or claim based on or related to this Agreement.

W. Representation of Authority

Each individual executing this Agreement on behalf of a party hereto hereby represents and warrants that he or she is, on the date he or she signs this Agreement, duly authorized by all necessary and appropriate action to execute this Agreement on behalf of such party and does so with full legal authority.

Y. Uncontrollable Circumstances ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

- A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;
- B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;
- C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and
- D. The non-performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

Z. Scrutinized Companies

This Section applies to any contract for goods or services of \$1 million or more:

The Contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List as provided in section 287.135, Florida Statutes (2011), as may be amended or revised. The City may terminate this Contract at the City's option if the Contractor is found to have submitted a false certification as provided under subsection (5) of section 287.135, Florida Statutes (2011), as may be amended or revised, or been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

AA. Insurance

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The commercial general liability insurance policy shall name the City of Fort Lauderdale, a Florida municipality, as an "additional insured." This MUST be written in the description section of the insurance certificate, even if there is a check-off box on the insurance certificate. Any costs for adding the City as "additional insured" shall be at the Contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any required insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Division.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that excludes coverage for work contemplated in this solicitation shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Chapter 440, Florida Statutes
Employers' Liability - \$500,000

Any firm performing work for or on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made, by the City's Risk Manager, if they are in accordance with Florida Statutes.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

| | |
|-----------------------|---|
| Limits: Bodily injury | \$250,000 each person, \$500,000 each occurrence |
| Property damage | \$100,000 each occurrence |

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 N. Andrews Avenue, Room 619
Ft. Lauderdale, FL 33301

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

CITY OF FORT LAUDERDALE

By: [Signature]
City Manager

Approved as to form:

[Signature]
Senior Assistant City Attorney

ATTEST

By: _____
Print Name: _____
Secretary

CONTRACTOR

By: [Signature]
Print Name: Michael Natale
President

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 16th day of JANUARY, 2012, by MICHAEL NATALE as (title): GENERAL MANAGER for International Paper Company, a New York corporation authorized to transact business in the State of Florida, d/b/a Xpedx.

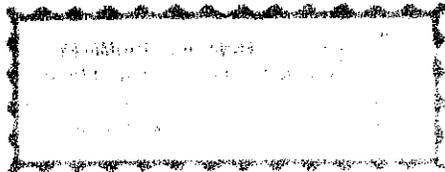
(SEAL)



Notary Public, State of FLORIDA
(Signature of Notary Public)

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

Personally Known OR Produced Identification _____
Type of Identification Produced _____

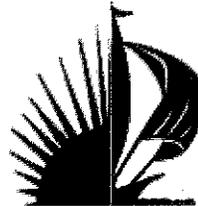


***CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE***

713-10814

**CONTRACT
COPY**

Cut Paper



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

Bid 713-10814 Cut Paper

Bid Number **713-10814**
Bid Title **Cut Paper**

Bid Start Date **Jun 28, 2011 11:30:36 AM EDT**
Bid End Date **Jul 13, 2011 2:00:00 PM EDT**
Question & Answer **Jul 11, 2011 5:00:00 PM EDT**
End Date

Bid Contact **Richard Ewell**
Procurement Specialist II
Procurement Services

Contract Duration **1 year**
Contract Renewal **3 annual renewals**
Prices Good for **90 days**

Bid Comments **The City of Fort Lauderdale, Florida is actively seeking bids from qualified firms to provide various cut papers on an "as required" basis for the City's Print Center, in accordance with the Invitation to Bid specifications.**

For a copy of the bid, go to www.bidsync.com.
Added on Jul 6, 2011:
See Addendum #1 attached.

Changes made on Jul 6, 2011 11:32:16 AM EDT

New Documents **10814 Adden 1.doc**

Item Response Form

Item **713-10814--01-01 - 8.5 x 11 60# PRESSURE SENSITIVE OFFSET FLORESCENT RED PAPER**
Quantity **10 M**
Unit Price
Minimum shipping unit
(if applicable)
Delivery Location **City of Fort Lauderdale**
 City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
 Qty 10

Description

8.5 x 11 60# PRESSURE SENSITIVE OFFSET FLORESCENT RED PAPER

Item **713-10814--01-02 - 8.5 x 11 24# 25% COTTON BOND WHITE**
 Quantity **20 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Post Consumer Recycled Content %
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 20

Description
 (MIN 10% POST CONSUMER RECYCLED CONTENT)

Item **713-10814--01-03 - #10 REGULAR ENVELOPE 24# 25% COTTON WHITE**
 Quantity **15 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Post Consumer Recycled Content %
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description
 Min 10% Post Consumer Recycled Content

Item **713-10814--01-04 - 8.5 X 11 60# WHITE SMOOTH OPAQUE OFFSET**
 Quantity **130 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Post Consumer Recycled Content %
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 130

Description
 Min 10% Post Consumer Recycled Content

Item **713-10814--01-05 - 8.5 x 14 60# WHITE SMOOTH OPAQUE OFFSET**
 Quantity **60 M**
 Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 60

Description
Min 10% Post Consumer Recycled Content

Item **713-10814--01-06 - 11 X 17 60# WHITE SMOOTH OPAQUE OFFSET**

Quantity **55 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 55

Description
Min 10% Post Consumer Recycled Content

Item **713-10814--01-07 - 8.5 x 11 65# COVER WHITE**

Quantity **25 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 25

Description
Min 10% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-08 - 8.5 X 14 65# COVER WHITE**

Quantity **15 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer

Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description
 MIN 10% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-09 - 11 X 17 65# COVER WHITE**

Quantity **15 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description
 Min 10% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-10 - 8.5 X 11 60# OFFSET COLORS**

Quantity **100 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 100

Description
 MIN 10% POST CONSUMER RECYCLED CONTENT, (BLUE, GREEN, PINK, IVORY, YELLOW)

Item **713-10814--01-11 - 11 X 17 60# OFFSET COLORS**

Quantity **35 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street

Fort Lauderdale FL 33316
Qty 35

Description

MIN 10% POST CONSUMER RECYCLED CONTENT, (BLUE, GREEN, PINK, IVORY, YELLOW)

Item **713-10814--01-12 - 11 X 17 100# COATED ENAMEL TEXT WHITE**
Quantity **50 M**
Unit Price
Minimum shipping unit (if applicable)
Post Consumer Recycled Content %
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 50

Description

MIN 10% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-13 - 8.5 X 11 24# WHITE BOND MIN 92 BRIGHTNESS**
Quantity **50 M**
Unit Price
Minimum shipping unit (if applicable)
Post Consumer Recycled Content %
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 50

Description

MIN 30% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-14 - 8.5 X 11 67# ASSORTED COLOR VELLUM BRISTOL**
Quantity **40 M**
Unit Price
Minimum shipping unit (if applicable)
Post Consumer Recycled Content %
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 40

Description

MIN 10% POST CONSUMER RECYCLED CONTENT, (PINK, YELLOW, GREEN, BLUE, IVORY)

Item **713-10814--01-15 - 8.5 X 11 20# 2-PART REVERSE NCR**
Quantity **30 M**
Unit Price
Minimum shipping unit (if applicable)
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 30

Description
8.5 X 11 20# 2-PART REVERSE NCR

Item **713-10814--01-16 - 8.5 X 11 20# 3-PART REVERSE NCR**
Quantity **135 M**
Unit Price
Minimum shipping unit (if applicable)
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 135

Description
8.5 X 11 20# 3-PART REVERSE NCR

Item **713-10814--01-17 - 8.5 X 11 20# 4-PART REVERSE NCR**
Quantity **15 M**
Unit Price
Minimum shipping unit (if applicable)
Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 15

Description
8.5 X 11 20# 4-PART REVERSE NCR

Item **713-10814--01-18 - 8.5 X 14 20# 2-PART REVERSE NCR**
Quantity **10 M**
Unit Price
Minimum shipping unit (if applicable)

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 10

Description
 8.5 X 14 20# 2-PART REVERSE NCR

Item **713-10814--01-19 - 8.5 X 14 20# 3-PART REVERSE NCR**
 Quantity **10 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 10

Description
 8.5 X 14 20# 3-PART REVERSE NCR

Item **713-10814--01-20 - 11 X 17 20# 3-PART REVERSE NCR**
 Quantity **15 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description
 11 X 17 20# 3-PART REVERSE NCR

Item **713-10814--01-21 - 11 X 17 20# 4-PART REVERSE NCR**
 Quantity **65 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 65

Description
 11 X 17 20# 4-PART REVERSE NCR

Item **713-10814--01-22 - 11 X 17 20# 5-PART REVERSE NCR**
 Quantity **75 M**
 Unit Price
 Minimum shipping unit
 (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 75

Description

11 X 17 20# 5-PART REVERSE NCR

Item **713-10814--01-23 - 8.5 X 11 20# CB WHITE NCR**
 Quantity **15 M**
 Unit Price
 Minimum shipping unit
 (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description

8.5 X 11 20# CB WHITE NCR

Item **713-10814--01-24 - 8.5 X 11 20# CB COLORS NCR**
 Quantity **30 M**
 Unit Price
 Minimum shipping unit
 (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 30

Description

(CANARY, PINK, GREEN, GOLD, YELLOW)

Item **713-10814--01-25 - 8.5 X 11 20# CFB COLORS NCR**
 Quantity **15 M**
 Unit Price
 Minimum shipping unit
 (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 15

Description
(YELLOW, PINK, BLUE, GOLD)

Item **713-10814--01-26 - 8.5 X 11 20# CF COLORS NCR**
 Quantity **30 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 30

Description
(YELLOW, PINK, BLUE, GOLD, GREEN)

Item **713-10814--01-27 - 8.5 X 11 7.5 POINT TAG WHITE**
 Quantity **10 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 10

Description
8.5 X 11 7.5 POINT TAG WHITE

Item **713-10814--01-28 - 12.5 X 19 100# COATED ENAMEL TEXT WHITE**
 Quantity **50 M**
 Unit Price
 Minimum shipping unit (if applicable)
 Post Consumer Recycled Content %
 Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 50

Description
MIN 10% POST CONSUMER RECYCLED CONTENT

Item **713-10814--01-29 - 25 X 38 10 POINT WHITE C2S COVER**
 Quantity **25 M**
 Unit Price

Minimum shipping unit (if applicable)

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 25

Description
25 X 38 10 POINT WHITE C2S COVER

Item **713-10814--01-30 - 19 X 25 10 POINT WHITE C1S CAST COTE COVER**

Quantity **5 M**

Unit Price

Minimum shipping unit (if applicable)

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 5

Description
19 X 25 10 POINT WHITE C1S CAST COTE COVER

Item **713-10814--01-31 - 19 X 25 10 POINT WHITE C2S CAST COVER COVER**

Quantity **10 M**

Unit Price

Minimum shipping unit (if applicable)

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 10

Description
19 X 25 10 POINT WHITE C2S CAST COVER COVER

Item **713-10814--01-32 - 8.5 X 11 24# WHITE 100% POST CONSUMER CONTENT**

Quantity **5 M**

Unit Price

Minimum shipping unit (if applicable)

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
401 SE 21 Street
Fort Lauderdale FL 33316
Qty 5

Description
RECYCLED CHLORINE FREE

Item **713-10814--01-33 - 25 X 38 80# WHITE TEXT 100% POST CONSUMER CONTENT**

Quantity **5 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 5

Description
 RECYCLED CHLORINE FREE

Item **713-10814--01-34 - 26 X 40 80# COVER WHITE 100% POST CONSUMER CONTENT**

Quantity **5 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 5

Description
 RECYCLED CHLORINE FREE

Item **713-10814--01-35 - #10 REGULAR ENVELOPES 100% POST CONSUMER CONTENT**

Quantity **5 M**

Unit Price

Minimum shipping unit (if applicable)

Post Consumer Recycled Content %

Delivery Location **City of Fort Lauderdale**
City of Fort Lauderdale Print Center
 401 SE 21 Street
 Fort Lauderdale FL 33316
Qty 5

Description
 RECYCLED CHLORINE FREE

ITB #713-10814
TITLE: Cut Paper

PART I - INFORMATION SPECIAL CONDITIONS

01. PURPOSE

The City of Fort Lauderdale, Florida is actively seeking bids from qualified firms, hereinafter referred to as the Contractor, to provide various cut papers on an "as required" basis for the City's Print Center, in accordance with the Invitation to Bid (ITB) specifications.

02. INFORMATION OR CLARIFICATION

For information concerning technical specifications please utilize the question / answer feature provided by BidSync at www.bidsync.com. Questions of a material nature must be received prior to the cut-off date specified in the solicitation. Material changes, if any, to the scope of services or bidding procedures will only be transmitted by written addendum. (See addendum section of BidSync Site). Contractors please note: No part of your bid can be submitted via FAX. No variation in price or conditions shall be permitted based upon a claim of ignorance. Submission of a bid will be considered evidence that the Contractor has familiarized themselves with the nature and extent of the work, and the equipment, materials, and labor required. The entire bid response must be submitted in accordance with all specifications contained in this solicitation.

It is the sole responsibility of the Contractor to ensure that their bid is submitted electronically through BidSync at www.bidsync.com or reaches the City of Fort Lauderdale City Hall, Procurement Services Department, 6th floor, Room 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301 in a sealed envelope marked on the outside with the ITB solicitation number and Contractor's name, no later than the time and date specified in this solicitation.

03. TRANSACTION FEES

The City of Fort Lauderdale uses BidSync (www.bidsync.com) to distribute and receive bids and proposals. There is no charge to vendors/contractors to register and participate in the solicitation process, nor will any fees be charged to the awarded contractor.

04. PRICING/DELIVERY

All pricing must include shipping charges and be quoted F.O.B. Destination.

05. BID DOCUMENTS

The Contractor shall examine this bid carefully. Ignorance of the requirements will not relieve the Contractor from liability and obligation under the Contract.

06. AWARD

Award may be by Group or Item, whichever is determined to be in the best interest of the City. Award will be made to the responsive and responsible bidder, quoting the lowest price, for that product/service that will best serve the needs of the City of Fort Lauderdale.

The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid solicitation.

07. **GENERAL CONDITIONS**
General Conditions Form G-107 Rev. 11/10 (GC) are included and made a part of this ITB.
08. **NEWS RELEASES/PUBLICITY**
News releases, publicity releases, or advertisements relating to this contract or the tasks or projects associated with the project shall not be made without prior City approval.
09. **CONTRACTORS' COSTS**
The City shall not be liable for any costs incurred by proposers in responding to this solicitation.
10. **RULES AND SUBMITTALS OF BIDS**
The signer of the bid must declare that the only person(s), company or parties interested in the proposal as principals are named therein; that the bid is made without collusion with any other person(s), company or parties submitting a bid; that it is in all respects fair and in good faith, without collusion or fraud; and that the signer of the bid has full authority to bind the principal bidder.
11. **APPROVED EQUAL OR ALTERNATIVE PRODUCT PROPOSALS**
The Technical Specifications contained in this solicitation are to be used as a reference only and are not to be considered of a proprietary nature. These specifications represent a level of quality and features that are desired by the City of Fort Lauderdale. The City is receptive to any product that would be considered by qualified City personnel as an approved equal.
- The Contractor must state clearly in their bid pages any variance to the specifications. If proposing an approved equal or alternate product, it will be the Contractor's responsibility to provide adequate information in their proposal to enable the City to ensure that the Contractor meets the required criteria. If adequate information is not submitted with the bid, it may be rejected.
- The City of Fort Lauderdale will be the sole judge in determining if the product proposed qualifies as approved equal. The City reserves the right to award to that Contractor which will best serve the interest of the City as determined by the City. The City further reserves the right to waive minor variations to specifications and in the bidding process.
12. **CONTRACT PERIOD**
The initial contract term shall commence upon date of award by the City or 10/1/11, whichever is later, and shall expire one year from that date. The City reserves the right to extend the contract for three additional one year terms, providing all terms conditions and specifications remain the same, both parties agree to the extension, and such extension is approved by the City.
- In the event services are scheduled to end because of the expiration of this contract, the Contractor shall continue the service upon the request of the City as authorized by the awarding authority. The extension period shall not extend for more than ninety (90) days beyond the expiration date of the existing contract. The Contractor shall be compensated for the service at the rate in effect when this extension clause is invoked by the City.
13. **COST ADJUSTMENTS**
Prices quoted shall be firm for the initial contract term. No cost increases shall be accepted in this initial contract term. Please consider this when providing your pricing for this request for

proposal.

Thereafter, any extensions which may be approved by the City shall be subject to the following: Costs for any extension terms shall be subject to an adjustment only if increases or decreases occur in the industry. Such adjustment shall be based on the latest yearly percentage increase in the All Urban Consumers Price Index (CPI-U) as published by the Bureau of Labor Statistics, U.S. Dep't. of Labor, and shall not exceed five percent (5%).

The yearly increase or decrease in the CPI shall be that latest Index published and available for the calendar year ending 12/31, prior to the end of the contract year then in effect, as compared to the index for the comparable month, one-year prior.

Any requested adjustment shall be fully documented and submitted to the City at least ninety (90) days prior to the contract anniversary date. Any approved cost adjustments shall become effective on the beginning date of the approved contract extension.

The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, or considered to be excessive, or if decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the Contract will be considered cancelled on the scheduled expiration date.

14. SERVICE TEST PERIOD

If the Contractor has not previously performed the services to the city, the City reserves the right to require a test period to determine if the Contractor can perform in accordance with the requirements of the contract, and to the City's satisfaction. Such test period can be from thirty to ninety days, and will be conducted under all specifications, terms and conditions contained in the contract.

A performance evaluation will be conducted prior to the end of the test period and that evaluation will be the basis for the City's decision to continue with the Contractor or to select another Contractor (if applicable).

15. CONTRACT COORDINATOR

The City may designate a Contract Coordinator whose principal duties shall be:

Liaison with Contractor

Coordinate and approve all work under the contract.

Resolve any disputes.

Assure consistency and quality of Contractor's performance.

Schedule and conduct Contractor performance evaluations and document findings.

Review and approve for payment all invoices for work performed or items delivered.

16. CONTRACTOR PERFORMANCE REVIEWS AND RATINGS

The City Contract Coordinator may develop a Contractor performance evaluation report. This report shall be used to periodically review and rate the Contractor's performance under the contract with performance rating as follows:

| | |
|-----------|---------------------------|
| Excellent | Far exceeds requirements. |
| Good | Exceeds requirements |
| Fair | Just meets requirements. |

| | |
|----------------|---|
| Poor | Does not meet all requirements and contractor is subject to penalty provisions under the contract. |
| Non-compliance | Either continued poor performance after notice or a performance level that does not meet a significant portion of the requirements. This rating makes the Contractor subject to the default or cancellation for cause provisions of the contract. |

The report shall also list all discrepancies found during the review period. The Contractor shall be provided with a copy of the report, and may respond in writing if he takes exception to the report or wishes to comment on the report. Contractor performance reviews and subsequent reports will be used in determining the suitability of the contract extension.

17. INVOICES/PAYMENT

Each invoice shall be accompanied by records fully detailing the amounts stated on the invoice. The City will endeavor to pay invoices completely within thirty (30) days of receipt of a correct invoice. The City shall notify the Contractor within ten (10) days of receipt of invoice of any items questioned. The Contractor shall prepare verification data for the amount claimed and provide complete cooperation during such investigation of any areas in the invoice subject to question.

The City of Fort Lauderdale has implemented a Purchasing Card program through SunTrust, using the Visa Network. Vendors will receive payment from these card purchases in the same manner as other Visa purchases. Transactions must be batch processed daily. Please indicate your ability to accept Visa in the space provided on the Bidder Questionnaire, attached to the ITB specifications.

18. NO EXCLUSIVE CONTRACT/ADDITIONAL SERVICES

While this contract is for services provided to the department referenced in this Invitation For Bid, the City may require similar work for other City departments. Contractor agrees to take on such work unless such work would not be considered reasonable or become an undue burden to the Contractor.

Contractor agrees and understands that the contract shall not be construed as an exclusive arrangement and further agrees that the City may, at any time, secure similar or identical services from another vendor at the City's sole option.

The City may require additional items or services of a similar nature, but not specifically listed in the contract. The Contractor agrees to provide such items or services, and shall provide the City prices on such additional items or services based upon a formula or method, which is the same or similar to that used in establishing the prices in his proposal. If the price(s) offered are not acceptable to the City, and the situation cannot be resolved to the satisfaction of the City, the City reserves the right to procure those items or services from other vendors, or to cancel the contract upon giving the Contractor thirty (30) days written notice.

19. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of this Contract at any time without cause, and

if such right is exercised by the City, the total fee shall be reduced in the same ratio as the estimated cost of the work deleted bears to the estimated cost of the work originally planned. If work has already been accomplished on the portion of the Contract to be deleted, the Contractor shall be paid for the deleted portion on the basis of the estimated percentage of completion of such portion.

If the Contractor and the City agree on modifications or revisions to services, after the City has approved work to begin on such services, and a budget has been established for those services, the Contractor will submit a revised budget to the City for approval prior to proceeding with the work.

20. INSURANCE

The Contractor shall furnish proof of insurance requirements as indicated below. The coverage is to remain in force at all times during the contract period. The following minimum insurance coverage is required. The City is to be added as an "additional insured" with relation to General Liability Insurance. This MUST be written in the description section of the insurance certificate, even if you have a check-off box on your insurance certificate. Any costs for adding the City as "additional insured" will be at the contractor's expense.

The City of Fort Lauderdale shall be given notice 10 days prior to cancellation or modification of any stipulated insurance. The insurance provided shall be endorsed or amended to comply with this notice requirement. In the event that the insurer is unable to accommodate, it shall be the responsibility of the Contractor to provide the proper notice. Such notification will be in writing by registered mail, return receipt requested and addressed to the Procurement Services Department.

The Contractor's insurance must be provided by an A.M. Best's "A-" rated or better insurance company authorized to issue insurance policies in the State of Florida, subject to approval by the City's Risk Manager. Any exclusions or provisions in the insurance maintained by the contractor that precludes coverage for work contemplated in this ITB shall be deemed unacceptable, and shall be considered breach of contract.

Workers' Compensation and Employers' Liability Insurance

Limits: Workers' Compensation – Per Florida Statute 440
Employers' Liability - \$500,000

Any firm performing work on behalf of the City of Fort Lauderdale must provide Workers' Compensation insurance. Exceptions and exemptions can only be made if they are in accordance with Florida Statute. For additional information contact the Department of Financial Services, Workers' Compensation Division at (850) 413-1601 or on the web at www.fldfs.com.

Commercial General Liability Insurance

Covering premises-operations, products-completed operations, independent contractors and contractual liability.

Limits: Combined single limit bodily injury/property damage \$1,000,000.

This coverage must include, but not limited to:

- a. Coverage for the liability assumed by the contractor under the indemnity provision of the contract.
- b. Coverage for Premises/Operations
- c. Products/Completed Operations
- d. Broad Form Contractual Liability
- e. Independent Contractors

Automobile Liability Insurance

Covering all owned, hired and non-owned automobile equipment.

| | |
|-----------------------|---------------------------|
| Limits: Bodily injury | \$250,000 each person |
| | \$500,000 each occurrence |
| Property damage | \$100,000 each occurrence |

A copy of **ANY** current Certificate of Insurance should be included with your proposal.

In the event that you are the successful bidder, you will be required to provide a certificate naming the City as an "additional insured" for General Liability.

Certificate holder should be addressed as follows:

City of Fort Lauderdale
 Procurement Services Department
 100 N. Andrews Avenue, Room 619
 Ft. Lauderdale, FL 33301

21. SUB-CONTRACTORS

If the Contractor proposes to use subcontractors in the course of providing these services to the City, this information shall be a part of the bid response. Such information shall be subject to review, acceptance and approval of the City, prior to any contract award. The City reserves the right to approve or disapprove of any subcontractor candidate in its best interest and to require Contractor to replace subcontractor with one that meets City approval.

Contractor shall ensure that all Contractor's subcontractors perform in accordance with the terms and conditions of this Contract. Contractor shall be fully responsible for all of Contractor's subcontractors' performance, and liable for any of Contractor's subcontractors' non-performance and all of Contractor's subcontractors' acts and omissions. Contractor shall defend, counsel being subject to the City's approval or disapproval, and indemnify and hold harmless the City and the City's officers, employees, and agents from and against any claim, lawsuit, third-party action, or judgment, including any award of attorney fees and any award of costs, by or in favor of any Contractor's subcontractors for payment for work performed for the City.

22. INSURANCE – SUB-CONTRACTORS

Contractor shall require all of its sub-contractors to provide the aforementioned coverage as well as any other coverage that the contractor may consider necessary, and any deficiency in the coverage or policy limits of said sub-contractors will be the sole responsibility of the contractor.

23. UNCONTROLLABLE CIRCUMSTANCES ("Force Majeure")

The City and Contractor will be excused from the performance of their respective obligations under this agreement when and to the extent that their performance is delayed or prevented by any circumstances beyond their control including, fire, flood, explosion, strikes or other labor disputes, act of God or public emergency, war, riot, civil commotion, malicious damage, act or omission of any governmental authority, delay or failure or shortage of any type of transportation, equipment, or service from a public utility needed for their performance, provided that:

A. The non performing party gives the other party prompt written notice describing the particulars of the Force Majeure including, but not limited to, the nature of the occurrence and its expected duration, and continues to furnish timely reports with respect thereto during the period of the Force Majeure;

B. The excuse of performance is of no greater scope and of no longer duration than is required by the Force Majeure;

C. No obligations of either party that arose before the Force Majeure causing the excuse of performance are excused as a result of the Force Majeure; and

D. The non performing party uses its best efforts to remedy its inability to perform.

Notwithstanding the above, performance shall not be excused under this Section for a period in excess of two (2) months, provided that in extenuating circumstances, the City may excuse performance for a longer term. Economic hardship of the Contractor will not constitute Force Majeure. The term of the agreement shall be extended by a period equal to that during which either party's performance is suspended under this Section.

24. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests they have not been placed on the convicted vendor list.

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of 36 months from the date of being placed on the convicted vendor list.

25. CANADIAN COMPANIES

The City may enforce in the United States of America or in Canada or in both countries a judgment entered against the Contractor. The Contractor waives any and all defenses to the City's enforcement in Canada, of a judgment entered by a court in the United States of America. All monetary amounts set forth in this Contract are in United States dollars.

26. LOBBYING ACTIVITIES

ALL CONTRACTORS PLEASE NOTE: Any contractor submitting a response to this solicitation must comply, if applicable, with City of Fort Lauderdale Ordinance No. C-00-27 & Resolution

No. 07-101, Lobbying Activities. Copies of Ordinance No. C-00-27 and Resolution No. 07-101 may be obtained from the City Clerk's Office on the 7th Floor of City Hall, 100 N. Andrews Avenue, Fort Lauderdale, Florida. The ordinance may also be viewed on the City's website at <http://www.fortlauderdale.gov/clerk/LobbyistDocs/lobbyistord1009.pdf>.

27. BID TABULATIONS/INTENT TO AWARD

Notice of Intent to Award Contract/Bid, resulting from the City's Formal solicitation process, requiring City Commission action, may be found at: http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm. Tabulations of receipt of those parties responding to a formal solicitation may be found at: <http://www.fortlauderdale.gov/purchasing/bidresults.htm>, or any interested party may call the Procurement Services Department at 954-828-5933.

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

The City's Print Center uses a variety of cut papers in its printing and reproduction requirements. These paper requirements are ordered for delivery on an "as needed" basis, and delivered inside the City's Print Center located at 401 SE 21st Street, Fort Lauderdale, FL 33316.

The annual estimated quantities, types, and packaging of the Print Center paper requirements are outlined in the Bidder Proposal Pages. These quantities are estimated ANNUAL quantities, and do not represent the quantity to be delivered in a single shipment. They will be ordered, "as needed" in accordance with the minimum packaging unit. No guarantee is expressed or implied. The City is not obligated to place an order for any given amount, subsequent to the award of this bid.

Bidders shall offer all paper requirements in both virgin and recycled papers, with the respective pricing for each, where applicable. The Brand name of each product must also be specified. The City shall not accept automatic substitutions for products awarded and ordered under this contract. Any substitution must be approved in advance by the City's Production Manager, prior to delivery. The City retains the sole discretion to accept and approve such request when deemed to be in the best interest of the City. The City may request samples of products bid for purposes of evaluation in accordance with General Conditions Part III, 3.09.

Any unauthorized substitution or additional quantities added to order shall be returned to the Contractor for credit.

If Bidders have a minimum shipping unit per item, this must be specified on the Bid Summary pages.

Inside delivery required. All prices are to be quoted F.O.B. Destination, delivered inside the City's Print Center.

BIDDER QUESTIONNAIRE

BIDDER PLEASE COMPLETE THE FOLLOWING:

1. Company Name:
(Legal Registered)

Principal Contact:
(Name/Title)

2. Are there any items contained in the ITB specifications, which are not included in your bid response?

YES: NO:

If YES, please explain/or include as an appendix to your ITB response:

3. Proposer to provide a **minimum of three (3) references** for equivalent service/products currently being provided in this area. If additional space is required, include as an appendix to ITB response. **If additional references are provided, please attach this information as an appendix to your ITB response.**

Company Name:
Address:
Principal Contact:
Telephone Number:

Company Name:
Address:
Principal Contact:
Telephone Number:

Company Name:
Address:
Principal Contact:
Telephone Number:

4. Indicate number of years in business providing this service:

Years

5. Location of Service Facility at which inventory is maintained, if different from company/office location

6. Do you currently have any Florida State, Broward County, or other competitively bid Contracts awards for cut papers?

YES:

NO:

If Yes, please indicate below those agencies, contract numbers, expiration dates, and eligibility of the City to utilize these contracts, if pricing is more advantageous.

| |
|--|
| |
|--|

7. Please indicate your ability to accept Visa:

YES:

NO:

If yes, will all charges be included on one invoice for one amount charged? (batch processed)

YES

NO

8. Does quoted price per item include inside delivery? (no loading ramp or pallet jack access is available, must be brought in via hand truck or carried)

YES

NO

9. Will all quoted items be available for next day delivery regardless of minimum or maximum quantity ordered?

YES

NO

**City of Fort Lauderdale
GENERAL CONDITIONS**

These instructions are standard for all contracts for commodities or services issued through the City of Fort Lauderdale Procurement Services Department. The City may delete, supersede, or modify any of these standard instructions for a particular contract by indicating such change in the Invitation to Bid (ITB) Special Conditions, Technical Specifications, Instructions, Proposal Pages, Addenda, and Legal Advertisement. In this general conditions document, Invitation to Bid (ITB) and Request for Proposal (RFP) are interchangeable.

PART I BIDDER PROPOSAL PAGE(S) CONDITIONS:

- 1.01 BIDDER ADDRESS:** The City maintains automated vendor address lists that have been generated for each specific Commodity Class Item through our bid issuing service, BidSync. Notices of Invitations to Bid (ITB'S) are sent by e-mail to the selection of bidders who have fully registered with BidSync or faxed (if applicable) to every vendor on those lists, who may then view the bid documents online. Bidders who have been informed of a bid's availability in any other manner are responsible for registering with BidSync in order to view the bid documents. There is no fee for doing so. If you wish bid notifications be provided to another e-mail address or fax, please contact BidSync. If you wish purchase orders sent to a different address, please so indicate in your bid response. If you wish payments sent to a different address, please so indicate on your invoice.
- 1.02 DELIVERY:** Time will be of the essence for any orders placed as a result of this ITB. The City reserves the right to cancel any orders, or part thereof, without obligation if delivery is not made in accordance with the schedule specified by the Bidder and accepted by the City.
- 1.03 PACKING SLIPS:** It will be the responsibility of the awarded Contractor, to attach all packing slips to the OUTSIDE of each shipment. Packing slips must provide a detailed description of what is to be received and reference the City of Fort Lauderdale purchase order number that is associated with the shipment. Failure to provide a detailed packing slip attached to the outside of shipment may result in refusal of shipment at Contractor's expense.
- 1.04 PAYMENT TERMS AND CASH DISCOUNTS:** Payment terms, unless otherwise stated in this ITB, will be considered to be net 30 days after the date of satisfactory delivery at the place of acceptance and receipt of correct invoice at the office specified, whichever occurs last. Bidder may offer cash discounts for prompt payment but they will not be considered in determination of award. If a Bidder offers a discount, it is understood that the discount time will be computed from the date of satisfactory delivery, at the place of acceptance, and receipt of correct invoice, at the office specified, whichever occurs last.
- 1.05 TOTAL BID DISCOUNT:** If Bidder offers a discount for award of all items listed in the bid, such discount shall be deducted from the total of the firm net unit prices bid and shall be considered in tabulation and award of bid.
- 1.06 BIDS FIRM FOR ACCEPTANCE:** Bidder warrants, by virtue of bidding, that the bid and the prices quoted in the bid will be firm for acceptance by the City for a period of ninety (90) days from the date of bid opening unless otherwise stated in the ITB.
- 1.07 VARIANCES:** For purposes of bid evaluation, Bidder's must indicate any variances, no matter how slight, from ITB General Conditions, Special Conditions, Specifications or Addenda in the space provided in the ITB. No variations or exceptions by a Bidder will be considered or deemed a part of the bid submitted unless such variances or exceptions are listed in the bid and referenced in the space provided on the bidder proposal pages. If variances are not stated, or referenced as required, it will be assumed that the product or service fully complies with the City's terms, conditions, and specifications.

By receiving a bid, City does not necessarily accept any variances contained in the bid. All variances submitted are subject to review and approval by the City. If any bid contains material variances that, in the City's sole opinion, make that bid conditional in nature, the City reserves the right to reject the bid or part of the bid that is declared, by the City as conditional.

- 1.08 NO BIDS:** If you do not intend to bid please indicate the reason, such as insufficient time to respond, do not offer product or service, unable to meet specifications, schedule would not permit, or any other reason, in the space provided in this ITB. Failure to bid or return no bid comments prior to the bid due and opening date and time, indicated in this ITB, may result in your firm being deleted from our Bidder's registration list for the Commodity Class Item requested in this ITB.
- 1.09 MINORITY AND WOMEN BUSINESS ENTERPRISE PARTICIPATION AND BUSINESS DEFINITIONS:** The City of Fort Lauderdale wants to increase the participation of Minority Business Enterprises (MBE), Women Business Enterprises (WBE), and Small Business Enterprises (SBE) in its procurement activities. If your firm qualifies in accordance with the below definitions please indicate in the space provided in this ITB.

Minority Business Enterprise (MBE) "A Minority Business" is a business enterprise that is owned or controlled by one or more socially or economically disadvantaged persons. Such disadvantage may arise from cultural, racial, chronic economic circumstances or background or other similar cause. Such persons include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

The term "Minority Business Enterprise" means a business at least 51 percent of which is owned by minority group members or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by minority group members. For the purpose of the preceding sentence, minority group members are citizens of the United States who include, but are not limited to: Blacks, Hispanics, Asian Americans, and Native Americans.

Women Business Enterprise (WBE) a "Women Owned or Controlled Business" is a business enterprise at least 51 percent of which is owned by females or, in the case of a publicly owned business, at least 51 percent of the stock of which is owned by females.

Small Business Enterprise (SBE) "Small Business" means a corporation, partnership, sole proprietorship, or other legal entity

formed for the purpose of making a profit, which is independently owned and operated, has either fewer than 100 employees or less than \$1,000,000 in annual gross receipts.

BLACK, which includes persons having origins in any of the Black racial groups of Africa.

WHITE, which includes persons whose origins are Anglo-Saxon and Europeans and persons of Indo-European decent including Pakistani and East Indian.

HISPANIC, which includes persons of Mexican, Puerto Rican, Cuban, Central and South American, or other Spanish culture or origin, regardless of race.

NATIVE AMERICAN, which includes persons whose origins are American Indians, Eskimos, Aleuts, or Native Hawaiians.

ASIAN AMERICAN, which includes persons having origin in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

1.09 MINORITY-WOMEN BUSINESS ENTERPRISE PARTICIPATION

It is the desire of the City of Fort Lauderdale to increase the participation of minority (MBE) and women-owned (WBE) businesses in its contracting and procurement programs. While the City does not have any preference or set aside programs in place, it is committed to a policy of equitable participation for these firms. Proposers are requested to include in their proposals a narrative describing their past accomplishments and intended actions in this area. If proposers are considering minority or women owned enterprise participation in their proposal, those firms, and their specific duties have to be identified in the proposal. If a proposer is considered for award, he or she will be asked to meet with City staff so that the intended MBE/WBE participation can be formalized and included in the subsequent contract.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

- 2.01 BIDDING DEFINITIONS** The City will use the following definitions in it's general conditions, special conditions, technical specifications, instructions to bidders, addenda and any other document used in the bidding process:
 INVITATION TO BID (ITB) when the City is requesting bids from qualified Bidders.
 REQUEST FOR PROPOSALS (RFP) when the City is requesting proposals from qualified Proposers.
 BID – a price and terms quote received in response to an ITB.
 PROPOSAL – a proposal received in response to an RFP.
 BIDDER – Person or firm submitting a Bid.
 PROPOSER – Person or firm submitting a Proposal.
 RESPONSIVE BIDDER – A person whose bid conforms in all material respects to the terms and conditions included in the ITB.
 RESPONSIBLE BIDDER – A person who has the capability in all respects to perform in full the contract requirements, as stated in the ITB, and the integrity and reliability that will assure good faith performance.
 FIRST RANKED PROPOSER – That Proposer, responding to a City RFP, whose Proposal is deemed by the City, the most advantageous to the City after applying the evaluation criteria contained in the RFP.
 SELLER – Successful Bidder or Proposer who is awarded a Purchase Order or Contract to provide goods or services to the City.
 CONTRACTOR – Successful Bidder or Proposer who is awarded a Purchase Order, award Contract, Blanket Purchase Order agreement, or Term Contract to provide goods or services to the City.
 CONTRACT – A deliberate verbal or written agreement between two or more competent parties to perform or not to perform a certain act or acts, including all types of agreements, regardless of what they may be called, for the procurement or disposal of equipment, materials, supplies, services or construction.
 CONSULTANT – Successful Bidder or Proposer who is awarded a contract to provide professional services to the City.
 The following terms may be used interchangeably by the City: ITB and/or RFP; Bid or Proposal; Bidder, Proposer, or Seller; Contractor or Consultant; Contract, Award, Agreement or Purchase Order.
- 2.02 SPECIAL CONDITIONS:** Any and all Special Conditions contained in this ITB that may be in variance or conflict with these General Conditions shall have precedence over these General Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Conditions shall prevail in their entirety,

PART III BIDDING AND AWARD PROCEDURES:

- 3.01 SUBMISSION AND RECEIPT OF BIDS:** To receive consideration, bids must be received prior to the bid opening date and time. Unless otherwise specified, Bidder's should use the proposal forms provided by the City. These forms may be duplicated, but failure to use the forms may cause the bid to be rejected. Any erasures or corrections on the bid must be made in ink and initialed by Bidder in ink. All information submitted by the Bidder shall be printed, typewritten or filled in with pen and ink. Bids shall be signed in ink. Separate bids must be submitted for each ITB issued by the City in separate sealed envelopes properly marked. When a particular ITB or RFP requires multiple copies of bids or proposals they may be included in a single envelope or package properly sealed and identified. Only send bids via facsimile transmission (FAX) if the ITB specifically states that bids sent via FAX will be considered. If such a statement is not included in the ITB, bids sent via FAX will be rejected. Bids will be publicly opened in the Procurement Office, or other designated area, in the presence of Bidders, the public, and City staff. Bidders and the public are invited and encouraged to attend bid openings. Bids will be tabulated and made available for review by Bidder's and the public in accordance with applicable regulations.
- 3.02 MODEL NUMBER CORRECTIONS:** If the model number for the make specified in this ITB is incorrect, or no longer available and replaced with an updated model with new specifications, the Bidder shall enter the correct model number on the bidder proposal page. In the case of an updated model with new specifications, Bidder shall provide adequate information to allow the City to determine if the model bid meets the City's requirements.
- 3.03 PRICES QUOTED:** Deduct trade discounts, and quote firm net prices. Give both unit price and extended total. In the case of a discrepancy in computing the amount of the bid, the unit price quoted will govern. All prices quoted shall be F.O.B. destination,

- freight prepaid (Bidder pays and bears freight charges, Bidder owns goods in transit and files any claims), unless otherwise stated in Special Conditions. Each item must be bid separately. No attempt shall be made to tie any item or items contained in the ITB with any other business with the City.
- 3.04 TAXES:** The City of Fort Lauderdale is exempt from Federal Excise and Florida Sales taxes on direct purchase of tangible property. Exemption number for EIN is 59-6000319, and State Sales tax exemption number is 85-8013875578C-1.
- 3.05 WARRANTIES OF USAGE:** Any quantities listed in this ITB as estimated or projected are provided for tabulation and information purposes only. No warranty or guarantee of quantities is given or implied. It is understood that the Contractor will furnish the City's needs as they arise.
- 3.06 APPROVED EQUAL:** When the technical specifications call for a brand name, manufacturer, make, model, or vendor catalog number with acceptance of APPROVED EQUAL, it shall be for the purpose of establishing a level of quality and features desired and acceptable to the City. In such cases, the City will be receptive to any unit that would be considered by qualified City personnel as an approved equal. In that the specified make and model represent a level of quality and features desired by the City, the Bidder must state clearly in the bid any variance from those specifications. It is the Bidder's responsibility to provide adequate information, in the bid, to enable the City to ensure that the bid meets the required criteria. If adequate information is not submitted with the bid, it may be rejected. The City will be the sole judge in determining if the item bid qualifies as an approved equal.
- 3.07 MINIMUM AND MANDATORY TECHNICAL SPECIFICATIONS:** The technical specifications may include items that are considered minimum, mandatory, or required. If any Bidder is unable to meet or exceed these items, and feels that the technical specifications are overly restrictive, the bidder must notify the Procurement Services Department immediately. Such notification must be received by the Procurement Services Department prior to the deadline contained in the ITB, for questions of a material nature, or prior to five (5) days before bid due and open date, whichever occurs first. If no such notification is received prior to that deadline, the City will consider the technical specifications to be acceptable to all bidders.
- 3.08 MISTAKES:** Bidders are cautioned to examine all terms, conditions, specifications, drawings, exhibits, addenda, delivery instructions and special conditions pertaining to the ITB. Failure of the Bidder to examine all pertinent documents shall not entitle the bidder to any relief from the conditions imposed in the contract.
- 3.09 SAMPLES AND DEMONSTRATIONS:** Samples or inspection of product may be requested to determine suitability. Unless otherwise specified in Special Conditions, samples shall be requested after the date of bid opening, and if requested should be received by the City within seven (7) working days of request. Samples, when requested, must be furnished free of expense to the City and if not used in testing or destroyed, will upon request of the Bidder, be returned within thirty (30) days of bid award at Bidder's expense. When required, the City may request full demonstrations of units prior to award. When such demonstrations are requested, the Bidder shall respond promptly and arrange a demonstration at a convenient location. Failure to provide samples or demonstrations as specified by the City may result in rejection of a bid.
- 3.10 LIFE CYCLE COSTING:** If so specified in the ITB, the City may elect to evaluate equipment proposed on the basis of total cost of ownership. In using Life Cycle Costing, factors such as the following may be considered: estimated useful life, maintenance costs, cost of supplies, labor intensity, energy usage, environmental impact, and residual value. The City reserves the right to use those or other applicable criteria, in its sole opinion that will most accurately estimate total cost of use and ownership.
- 3.11 BIDDING ITEMS WITH RECYCLED CONTENT:** In addressing environmental concerns, the City of Fort Lauderdale encourages Bidders to submit bids or alternate bids containing items with recycled content. When submitting bids containing items with recycled content, Bidder shall provide documentation adequate for the City to verify the recycled content. The City prefers packaging consisting of materials that are degradable or able to be recycled. When specifically stated in the ITB, the City may give preference to bids containing items manufactured with recycled material or packaging that is able to be recycled.
- 3.12 USE OF OTHER GOVERNMENTAL CONTRACTS:** The City reserves the right to reject any part or all of any bids received and utilize other available governmental contracts, if such action is in its best interest.
- 3.13 QUALIFICATIONS/INSPECTION:** Bids will only be considered from firms normally engaged in providing the types of commodities/services specified herein. The City reserves the right to inspect the Bidder's facilities, equipment, personnel, and organization at any time, or to take any other action necessary to determine Bidder's ability to perform. The Procurement Director reserves the right to reject bids where evidence or evaluation is determined to indicate inability to perform.
- 3.14 BID SURETY:** If Special Conditions require a bid security, it shall be submitted in the amount stated. A bid security can be in the form of a bid bond or cashiers check. Bid security will be returned to the unsuccessful bidders as soon as practicable after opening of bids. Bid security will be returned to the successful bidder after acceptance of the performance bond, if required; acceptance of insurance coverage, if required; and full execution of contract documents, if required; or conditions as stated in Special Conditions.
- 3.15 PUBLIC RECORDS:** Florida law provides that municipal records shall at all times be open for personal inspection by any person. Section 119.01, F.S., the Public Records Law. Information and materials received by City in connection with an ITB response shall be deemed to be public records subject to public inspection upon award, recommendation for award, or 10 days after bid opening, whichever occurs first. However, certain exemptions to the public records law are statutorily provided for in Section 119.07, F.S. If the Proposer believes any of the information contained in his or her response is exempt from the Public Records Law, then the Proposer, must in his or her response, specifically identify the material which is deemed to be exempt and cite the legal authority for the exemption. The City's determination of whether an exemption applies shall be final, and the Proposer agrees to defend, indemnify, and hold harmless the City and the City's officers, employees, and agents, against any loss or damages incurred by any person or entity as a result of the City's treatment of records as public records.
- 3.16 PROHIBITION OF INTEREST:** No contract will be awarded to a bidding firm who has City elected officials, officers or employees affiliated with it, unless the bidding firm has fully complied with current Florida State Statutes and City Ordinances relating to this issue. Bidders must disclose any such affiliation. Failure to disclose any such affiliation will result in disqualification of the Bidder

and removal of the Bidder from the City's bidder lists and prohibition from engaging in any business with the City.

- 3.17 RESERVATIONS FOR AWARD AND REJECTION OF BIDS:** The City reserves the right to accept or reject any or all bids, part of bids, and to waive minor irregularities or variations to specifications contained in bids, and minor irregularities in the bidding process. The City also reserves the right to award the contract on a split order basis, lump sum basis, individual item basis, or such combination as shall best serve the interest of the City. The City reserves the right to make an award to the responsive and responsible bidder whose product or service meets the terms, conditions, and specifications of the ITB and whose bid is considered to best serve the City's interest. In determining the responsiveness of the offer and the responsibility of the Bidder, the following shall be considered when applicable: the ability, capacity and skill of the Bidder to perform as required; whether the Bidder can perform promptly, or within the time specified, without delay or interference; the character, integrity, reputation, judgment, experience and efficiency of the Bidder; the quality of past performance by the Bidder; the previous and existing compliance by the Bidder with related laws and ordinances; the sufficiency of the Bidder's financial resources; the availability, quality and adaptability of the Bidder's supplies or services to the required use; the ability of the Bidder to provide future maintenance, service or parts; the number and scope of conditions attached to the bid.

If the ITB provides for a contract trial period, the City reserves the right, in the event the selected bidder does not perform satisfactorily, to award a trial period to the next ranked bidder or to award a contract to the next ranked bidder, if that bidder has successfully provided services to the City in the past. This procedure to continue until a bidder is selected or the contract is re-bid, at the sole option of the City.

- 3.18 LEGAL REQUIREMENTS:** Applicable provisions of all federal, state, county laws, and local ordinances, rules and regulations, shall govern development, submittal and evaluation of all bids received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a bid response hereto and the City by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any bidder shall not constitute a cognizable defense against the legal effect thereof.

- 3.19 BID PROTEST PROCEDURE: ANY PROPOSER OR BIDDER WHO IS NOT RECOMMENDED FOR AWARD OF A CONTRACT AND WHO ALLEGES A FAILURE BY THE CITY TO FOLLOW THE CITY'S PROCUREMENT ORDINANCE OR ANY APPLICABLE LAW MAY PROTEST TO THE DIRECTOR OF PROCUREMENT SERVICES DEPARTMENT (DIRECTOR), BY DELIVERING A LETTER OF PROTEST TO THE DIRECTOR WITHIN FIVE (5) DAYS AFTER A NOTICE OF INTENT TO AWARD IS POSTED ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:**
http://www.fortlauderdale.gov/purchasing/notices_of_intent.htm

THE COMPLETE PROTEST ORDINANCE MAY BE FOUND ON THE CITY'S WEB SITE AT THE FOLLOWING LINK:
<http://www.fortlauderdale.gov/purchasing/protestordinance.pdf>

PART IV BONDS AND INSURANCE

- 4.01 PERFORMANCE BOND:** If a performance bond is required in Special Conditions, the Contractor shall within fifteen (15) working days after notification of award, furnish to the City a Performance Bond, payable to the City of Fort Lauderdale, Florida, in the face amount specified in Special Conditions as surety for faithful performance under the terms and conditions of the contract. If the bond is on an annual coverage basis, renewal for each succeeding year shall be submitted to the City thirty (30) days prior to the termination date of the existing Performance Bond. The Performance Bond must be executed by a surety company of recognized standing, authorized to do business in the State of Florida and having a resident agent.

Acknowledgement and agreement is given by both parties that the amount herein set for the Performance Bond is not intended to be nor shall be deemed to be in the nature of liquidated damages nor is it intended to limit the liability of the Contractor to the City in the event of a material breach of this Agreement by the Contractor.

- 4.02 INSURANCE:** If the Contractor is required to go on to City property to perform work or services as a result of ITB award, the Contractor shall assume full responsibility and expense to obtain all necessary insurance as required by City or specified in Special Conditions.

The Contractor shall provide to the Procurement Services Department original certificates of coverage and receive notification of approval of those certificates by the City's Risk Manager prior to engaging in any activities under this contract. The Contractor's insurance is subject to the approval of the City's Risk Manager. The certificates must list the City as an ADDITIONAL INSURED for General Liability Insurance, and shall have no less than thirty (30) days written notice of cancellation or material change. Further modification of the insurance requirements may be made at the sole discretion of the City's Risk Manager if circumstances change or adequate protection of the City is not presented. Bidder, by submitting the bid, agrees to abide by such modifications.

PART V PURCHASE ORDER AND CONTRACT TERMS:

- 5.01 COMPLIANCE TO SPECIFICATIONS, LATE DELIVERIES/PENALTIES:** Items offered may be tested for compliance to bid specifications. Items delivered which do not conform to bid specifications may be rejected and returned at Contractor's expense. Any violation resulting in contract termination for cause or delivery of items not conforming to specifications, or late delivery may also result in:
- Bidders name being removed from the City's bidder's mailing list for a specified period and Bidder will not be recommended for any award during that period.
 - All City Departments being advised to refrain from doing business with the Bidder.
 - All other remedies in law or equity.

- 5.02 ACCEPTANCE, CONDITION, AND PACKAGING:** The material delivered in response to ITB award shall remain the property of the Seller until a physical inspection is made and the material accepted to the satisfaction of the City. The material must comply fully with the terms of the ITB, be of the required quality, new, and the latest model. All containers shall be suitable for storage and shipment by common carrier, and all prices shall include standard commercial packaging. The City will not accept substitutes of

- any kind. Any substitutes or material not meeting specifications will be returned at the Bidder's expense. Payment will be made only after City receipt and acceptance of materials or services.
- 5.03 SAFETY STANDARDS:** All manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupation Safety and Health Act of 1970 as amended, and be in compliance with Chapter 442, Florida Statutes. Any toxic substance listed in Section 38F-41.03 of the Florida Administrative Code delivered as a result of this order must be accompanied by a completed Material Safety Data Sheet (MSDS).
- 5.04 ASBESTOS STATEMENT:** All material supplied must be 100% asbestos free. Bidder, by virtue of bidding, certifies that if awarded any portion of the ITB the bidder will supply only material or equipment that is 100% asbestos free.
- 5.05 OTHER GOVERNMENTAL ENTITIES:** If the Bidder is awarded a contract as a result of this ITB, the bidder may, if the bidder has sufficient capacity or quantities available, provide to other governmental agencies, so requesting, the products or services awarded in accordance with the terms and conditions of the ITB and resulting contract. Prices shall be F.O.B. delivered to the requesting agency.
- 5.06 VERBAL INSTRUCTIONS PROCEDURE:** No negotiations, decisions, or actions shall be initiated or executed by the Contractor as a result of any discussions with any City employee. Only those communications which are in writing from an authorized City representative may be considered. Only written communications from Contractors, which are assigned by a person designated as authorized to bind the Contractor, will be recognized by the City as duly authorized expressions on behalf of Contractors.
- 5.07 INDEPENDENT CONTRACTOR:** The Contractor is an independent contractor under this Agreement. Personal services provided by the Proposer shall be by employees of the Contractor and subject to supervision by the Contractor, and not as officers, employees, or agents of the City. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, procurement policies unless otherwise stated in this ITB, and other similar administrative procedures applicable to services rendered under this contract shall be those of the Contractor.
- 5.08 INDEMNITY/HOLD HARMLESS AGREEMENT:** The Contractor agrees to protect, defend, indemnify, and hold harmless the City of Fort Lauderdale and its officers, employees and agents from and against any and all losses, penalties, damages, settlements, claims, costs, charges for other expenses, or liabilities of every and any kind including attorneys fees, in connection with or arising directly or indirectly out of the work agreed to or performed by Contractor under the terms of any agreement that may arise due to the bidding process. Without limiting the foregoing, any and all such claims, suits, or other actions relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged violations of any applicable Statute, ordinance, administrative order, rule or regulation, or decree of any court shall be included in the indemnity hereunder.
- 5.09 TERMINATION FOR CAUSE:** If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor shall violate any of the provisions of this Agreement, the City may upon written notice to the Contractor terminate the right of the Contractor to proceed under this Agreement, or with such part or parts of the Agreement as to which there has been default, and may hold the Contractor liable for any damages caused to the City by reason of such default and termination. In the event of such termination, any completed services performed by the Contractor under this Agreement shall, at the option of the City, become the City's property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the City. The Contractor, however, shall not be relieved of liability to the City for damages sustained by the City by reason of any breach of the Agreement by the Contractor, and the City may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due to the City from the Contractor can be determined.
- 5.10 TERMINATION FOR CONVENIENCE:** The City reserves the right, in its best interest as determined by the City, to cancel contract by giving written notice to the Contractor thirty (30) days prior to the effective date of such cancellation.
- 5.11 CANCELLATION FOR UNAPPROPRIATED FUNDS:** The obligation of the City for payment to a Contractor is limited to the availability of funds appropriated in a current fiscal period, and continuation of the contract into a subsequent fiscal period is subject to appropriation of funds, unless otherwise authorized by law.
- 5.12 RECORDS/AUDIT:** The Contractor shall maintain during the term of the contract all books of account, reports and records in accordance with generally accepted accounting practices and standards for records directly related to this contract. The Contractor agrees to make available to the City's Internal Auditor, during normal business hours and in Broward, Miami-Dade or Palm Beach Counties, all books of account, reports and records relating to this contract should be retained for the duration of the contract and for three years after the final payment under this Agreement, or until all pending audits, investigations or litigation matters relating to the contract are closed, whichever is later.
- 5.13 PERMITS, TAXES, LICENSES:** The successful Contractor shall, at their own expense, obtain all necessary permits, pay all licenses, fees and taxes, required to comply with all local ordinances, state and federal laws, rules and regulations applicable to business to be carried out under this contract.
- 5.14 LAWS/ORDINANCES:** The Contractor shall observe and comply with all Federal, state, local and municipal laws, ordinances rules and regulations that would apply to this contract.
- 5.15 NON-DISCRIMINATION:** There shall be no discrimination as to race, sex, color, creed, age or national origin in the operations conducted under this contract.
- 5.16 UNUSUAL CIRCUMSTANCES:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party of the contract occur, and those circumstances significantly affect the Contractor's cost in providing the required prior items or services, then the Contractor may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the Contractor, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be

insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:

1. The contract can be canceled by the City upon giving thirty (30) days written notice to the Contractor with no penalty to the City or Contractor. The Contractor shall fill all City requirements submitted to the Contractor until the termination date contained in the notice.
2. The City requires the Contractor to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
3. If the City, in its interest and in its sole opinion, determines that the Contractor in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the Contractor in default and disqualifying him for receiving any business from the City for a stated period of time.

If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the Contractor receives notice in writing signed by a person authorized to bind the City in such matters.

- 5.17 ELIGIBILITY:** If applicable, the Contractor must first register with the Department of State of the State of Florida, in accordance with Florida State Statutes, prior to entering into a contract with the City.
- 5.18 PATENTS AND ROYALTIES:** The Contractor, without exception, shall indemnify and save harmless the City and its employees from liability of any nature and kind, including cost and expenses for or on account of any copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract, including its use by the City. If the Contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.
- 5.19 ASSIGNMENT:** Contractor shall not transfer or assign the performance required by this ITB without the prior written consent of the City. Any award issued pursuant to this ITB, and the monies, which may become due hereunder, are not assignable except with the prior written approval of the City Commission or the City Manager or City Manager's designee, depending on original award approval.
- 5.20 LITIGATION VENUE:** The parties waive the privilege of venue and agree that all litigation between them in the state courts shall take place in Broward County, Florida and that all litigation between them in the federal courts shall take place in the Southern District in and for the State of Florida.

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.

BID/PROPOSAL SIGNATURE PAGE

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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: (Authorized signature) (date)

Name (printed) Title:

Company: (Legal Registration)

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:

City State Zip

Telephone No. FAX No. Email:

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

Payment Terms (section 1.04): Total Bid Discount (section 1.05):

Does your firm qualify for MBE or WBE status (section 1.09): MBE WBE

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

| Addendum No. | Date Issued |
|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> |

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

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.

Variances:

revised 6-16-11

City of Fort Lauderdale • Procurement Services Department
100 N. Andrews Avenue, #619 • Fort Lauderdale, Florida 33301
954-828-5933 FAX 954-828-5576
purchase@fortlauderdale.gov

ADDENDUM NO. 1

ITB 713-10814
CUT PAPER

ISSUED July 6, 2011

This addendum is being issued to make the following change:

1. Part I, Section 04 (Pricing/Delivery) is changed to add the following:

Palletized deliveries are not acceptable using a manual or power pallet jack. All deliveries must be made via hand truck or manually carried inside the City's Print Center. All deliveries are shipped F.O.B. Destination, freight included with inside delivery.

2. Part I, Section 06 (Award) is changed to read as follows:

Award will be made to a single bidder, quoting the lowest overall total price, for that service that will best serve the needs of the City of Fort Lauderdale. Bidders must bid on all items to be considered for award. The City reserves the right to waive minor variations in the specifications and in the bidding process. The City further reserves the right to accept or reject any and/or all bids and to award or not award a contract based on this bid proposal.

3. Part II, Technical Specifications/Scope of Services, is changed to add the following:

Palletized deliveries are not acceptable using a manual or power pallet jack. All deliveries must be made via hand truck or manually carried inside the City's Print Center. All deliveries are shipped F.O.B. Destination, freight included with inside delivery.

All other terms, conditions, and specifications remain unchanged.

Kirk W. Buffington, CPPO, C.P.M.
Director of Procurement Services

Company Name:

Bidder's Name:

Date:

Question and Answers for Bid #713-10814 - Cut Paper

OVERALL BID QUESTIONS

There are no questions associated with this bid.

CONTRACT COPY

xpedx

Bid Contact **Arnold Humphrey**
arnold.humphrey@xpedx.com
Ph 561-768-2106

Address **2785 Commerce Parkway**
Miramar, FL 33458

Qualifications **DBE MBE SB WBE**

| Item # | Line Item | Notes | Unit Price | Qty/Unit | Total Price | Attch. Docs |
|------------------|---|---|-------------------------------|----------|-------------------|-------------|
| 713-10814--01-01 | 8.5 x 11 60# PRESSURE SENSITIVE OFFSET FLORESCENT RED PAPER | Supplier Product Code: FRI01AX Minimum shipping unit (if applicable): 100 Supplier Notes: Showcase | First Offer - \$139.00 | 10 / M | \$1,390.00 | Y |
| 713-10814--01-02 | 8.5 x 11 24# 25% COTTON BOND WHITE | Supplier Product Code: 6010002 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 30% Supplier Notes: Mohawk Via 25% cotton bond | First Offer - \$16.00 | 20 / M | \$320.00 | Y |
| 713-10814--01-03 | #10 REGULAR ENVELOPE 24# 25% COTTON WHITE | Supplier Product Code: M54066 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 30% Supplier Notes: Mohawk Via Cotton bond | First Offer - \$48.50 | 15 / M | \$727.50 | Y |
| 713-10814--01-04 | 8.5 X 11 60# WHITE SMOOTH OPAQUE OFFSET | Supplier Product Code: 17-245 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% Supplier Notes: Mohawk Opaque Offset | First Offer - \$11.50 | 130 / M | \$1,495.00 | Y |
| 713-10814--01-05 | 8.5 x 14 60# WHITE SMOOTH OPAQUE OFFSET | Supplier Product Code: 17-110 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% Supplier Notes: Mohawk | First Offer - \$19.55 | 60 / M | \$1,173.00 | Y |

| Opaque offset | | | | | | |
|------------------|--|--|------------------------------|---------|-------------------|----------|
| 713-10814--01-06 | 11 X 17 60# WHITE SMOOTH OPAQUE OFFSET | Supplier Product Code: 17-246 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | First Offer - \$23.00 | 55 / M | \$1,265.00 | Y |
| | | Supplier Notes: Mohawk Opaque Offset | | | | |
| 713-10814--01-07 | 8.5 x 11 65# COVER WHITE | Supplier Product Code: 17-182 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10 | First Offer - \$30.00 | 25 / M | \$750.00 | Y |
| | | Supplier Notes: Mohawk Opaque Offset | | | | |
| 713-10814--01-08 | 8.5 X 14 65# COVER WHITE | Supplier Product Code: 17-18214 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10 | First Offer - \$45.00 | 15 / M | \$675.00 | Y |
| | | Supplier Notes: Mohawk Opaque Offset | | | | |
| 713-10814--01-09 | 11 X 17 65# COVER WHITE | Supplier Product Code: 17-18217 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10 | First Offer - \$60.00 | 15 / M | \$900.00 | Y |
| | | Supplier Notes: Mohawk Opaque Offset | | | | |
| 713-10814--01-10 | 8.5 X 11 60# OFFSET COLORS | Supplier Product Code: 024035 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | First Offer - \$8.85 | 100 / M | \$885.00 | Y |
| | | Supplier Notes: Springhill Opaque | | | | |
| 713-10814--01-11 | 11 X 17 60# OFFSET COLORS | Supplier Product Code: 024045 Minimum | First Offer - \$18.60 | 35 / M | \$651.00 | Y |

| | | | | | | | |
|------------------|---|--|---|---------|-------------------|----------|--|
| | | | shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | | | | |
| | | | Supplier Notes: Springhill Opaque | | | | |
| 713-10814--01-12 | 11 X 17 100# COATED ENAMEL TEXT WHITE | Supplier Product Code: 2292319 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | First Offer - \$29.80 | 50 / M | \$1,490.00 | Y | |
| | | Supplier Notes: Sappl Flo | | | | | |
| 713-10814--01-13 | 8.5 X 11 24# WHITE BOND MIN 92 BRIGHTNESS | Supplier Product Code: 118315 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 30% | First Offer - \$14.40 | 50 / M | \$720.00 | Y | |
| | | Supplier Notes: Hammermill Bond from IP | | | | | |
| 713-10814--01-14 | 8.5 X 11 67# ASSORTED COLOR VELLUM BRISTOL | Supplier Product Code: 036000 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | First Offer - \$18.30 | 40 / M | \$732.00 | Y | |
| | | Supplier Notes: Springhill Opaque from IP | | | | | |
| 713-10814--01-15 | 8.5 X 11 20# 2-PART REVERSE NCR | Supplier Product Code: 5887 Minimum shipping unit (if applicable): 5000 | First Offer - \$12.35 | 30 / M | \$370.50 | Y | |
| | | Supplier Notes: Appleton Superior Brand | | | | | |
| 713-10814--01-16 | 8.5 X 11 20# 3-PART REVERSE NCR | Supplier Product Code: 5900 Minimum shipping unit (if applicable): 500 | First Offer - \$13.88 | 135 / M | \$1,873.80 | Y | |
| | | Supplier Notes: Appleton Superior | | | | | |
| 713-10814--01-17 | 8.5 X 11 20# 4-PART | Supplier Product Code: 5915 | First Offer - \$14.84 | 15 / M | \$222.60 | Y | |

| | | | | | | |
|------------------|--|---|------------------------------|--------|-------------------|----------|
| | REVERSE NCR | Minimum shipping unit (if applicable): 500 | | | | |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-18 | 8.5 X 14 20# 2-PART REVERSE NCR | Supplier Product Code: 5889 Minimum shipping unit (if applicable): 500 | First Offer - \$15.70 | 10 / M | \$157.00 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-19 | 8.5 X 14 20# 3-PART REVERSE NCR | Supplier Product Code: 5902 Minimum shipping unit (if applicable): 500 | First Offer - \$17.64 | 10 / M | \$176.40 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-20 | 11 X 17 20# 3-PART REVERSE NCR | Supplier Product Code: 5904 Minimum shipping unit (if applicable): 500 | First Offer - \$27.55 | 15 / M | \$413.25 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-21 | 11 X 17 20# 4-PART REVERSE NCR | Supplier Product Code: 5918 Minimum shipping unit (if applicable): 500 | First Offer - \$29.46 | 65 / M | \$1,914.90 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-22 | 11 X 17 20# 5-PART REVERSE NCR | Supplier Product Code: 5932 Minimum shipping unit (if applicable): 500 | First Offer - \$30.51 | 75 / M | \$2,288.25 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-23 | 8.5 X 11 20# CB WHITE NCR | Supplier Product Code: 5805 Minimum shipping unit (if applicable): 500 | First Offer - \$13.79 | 15 / M | \$206.85 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-24 | 8.5 X 11 20# CB COLORS NCR | Supplier Product Code: 5811 Minimum shipping unit (if applicable): 500 | First Offer - \$13.97 | 30 / M | \$419.10 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-25 | 8.5 X 11 | Supplier Product | First Offer - \$16.94 | 15 / M | \$254.10 | Y |

| | | | | | | |
|------------------|---|--|-------------------------------|--------|-------------------|----------|
| | 20# CFB COLORS NCR | Code: 5830 Minimum shipping unit (if applicable): 500 | | | | |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-26 | 8.5 X 11 20# CF COLORS NCR | Supplier Product Code: 5862 Minimum shipping unit (if applicable): 500 | First Offer - \$10.09 | 30 / M | \$302.70 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-27 | 8.5 X 11 7.5 POINT TAG WHITE | Supplier Product Code: 2180 Minimum shipping unit (if applicable): 500 | First Offer - \$49.00 | 10 / M | \$490.00 | Y |
| | | Supplier Notes: Superior | | | | |
| 713-10814--01-28 | 12.5 X 19 100# COATED ENAMEL TEXT WHITE | Supplier Product Code: 2281570 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 10% | First Offer - \$36.75 | 50 / M | \$1,837.50 | Y |
| | | Supplier Notes: Endurance Digital | | | | |
| 713-10814--01-29 | 25 X 38 10 POINT WHITE C2S COVER | Supplier Product Code: 008520 Minimum shipping unit (if applicable): 500 | First Offer - \$350.00 | 25 / M | \$8,750.00 | Y |
| | | Supplier Notes: IP's Carolina | | | | |
| 713-10814--01-30 | 19 X 25 10 POINT WHITE C1S CAST COTE COVER | Supplier Product Code: P19252C Minimum shipping unit (if applicable): 800 | First Offer - \$285.00 | 5 / M | \$1,425.00 | Y |
| | | Supplier Notes: Mohawk Kromekote | | | | |
| 713-10814--01-31 | 19 X 25 10 POINT WHITE C2S CAST COVER COVER | Supplier Product Code: T19252C Minimum shipping unit (if applicable): 700 | First Offer - \$390.00 | 10 / M | \$3,900.00 | Y |
| | | Supplier Notes: Mohawk Kromekote | | | | |
| 713-10814--01-32 | 8.5 X 11 | Supplier Product | First Offer - \$29.00 | 5 / M | \$145.00 | Y |

24# WHITE
100% POST
CONSUMER
CONTENT

Code: 05064
Minimum shipping unit (if applicable): 500

Supplier
Notes: Neenah
Environment PC
100 White 100%
PC content

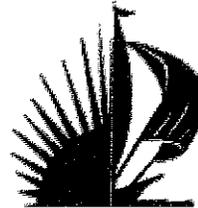
| | | | | | | |
|------------------|---|---|-------------------------------|-------|-------------------|----------|
| 713-10814--01-33 | 25 X 38 80# WHITE TEXT 100% POST CONSUMER CONTENT | Supplier Product Code: 05077 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 100% | First Offer - \$342.00 | 5 / M | \$1,710.00 | Y |
| | | Supplier Notes: Neenah Environment | | | | |
| 713-10814--01-34 | 26 X 40 80# COVER WHITE 100% POST CONSUMER CONTENT | Supplier Product Code: 05088 Minimum shipping unit (if applicable): 300 Post Consumer Recycled Content %: 100% | First Offer - \$695.00 | 5 / M | \$3,475.00 | Y |
| | | Supplier Notes: Neenah Environment | | | | |
| 713-10814--01-35 | #10 REGULAR ENVELOPES 100% POST CONSUMER CONTENT | Supplier Product Code: 5211600 Minimum shipping unit (if applicable): 500 Post Consumer Recycled Content %: 100% | First Offer - \$61.00 | 5 / M | \$305.00 | Y |
| | | Supplier Notes: Neenah Environment | | | | |

Supplier Total **\$43,810.45**

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

713-10814

Cut Paper



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

BIDDER QUESTIONNAIRE**BIDDER PLEASE COMPLETE THE FOLLOWING:**

1. Company Name: **xpedx**
(Legal Registered)

Principal Contact: **Arnold Humphrey/Sales Rep.**
(Name/Title)

2. Are there any items contained in the ITB specifications, which are not included in your bid response?

YES: NO:

If YES, please explain/or include as an appendix to your ITB response:

3. Proposer to provide a **minimum of three (3) references** for equivalent service/products currently being provided in this area. If additional space is required, include as an appendix to ITB response. **If additional references are provided, please attach this information as an appendix to your ITB response.**

Company Name: **School Board of Broward**
Address: **7720 West Oakland Park Blvd Sunrise**
Principal Contact: **Jim Haynes**
Telephone Number: **754-321-4261**

Company Name: **Broward County Clerk of Courts**
Address: **201 SE 6th St. Ft Lauderdale, FL 33301**
Principal Contact: **Karen Joiner**
Telephone Number: **954-831-6399**

Company Name: **Broward Community College**
Address: **3501 SW Davie Road, Ft Lauderdale, FL 33314**
Principal Contact: **Wanda Sims**
Telephone Number: **954-201-4891**

4. Indicate number of years in business providing this service:

26 Years

5. Location of Service Facility at which inventory is maintained, if different from company/office location

1000 West Sunrise Blvd, Ft. Lauderdale, FL 33311

6. Do you currently have any Florida State, Broward County, or other competitively bid Contracts awards for cut papers?

YES:

NO:

If Yes, please indicate below those agencies, contract numbers, expiration dates, and eligibility of the City to utilize these contracts, if pricing is more advantageous.

Board of County Commissioners not available to utilize...carbonless paper contract was not extended.

7. Please indicate your ability to accept Visa:

YES:

NO:

If yes, will all charges be included on one invoice for one amount charged? (batch processed)

YES

NO

8. Does quoted price per item include inside delivery? (no loading ramp or pallet jack access is available, must be brought in via hand truck or carried)

YES

NO

9. Will all quoted items be available for next day delivery regardless of minimum or maximum quantity ordered?

YES

NO

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.

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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.

BID/PROPOSAL SIGNATURE PAGE

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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.

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Submitted by: **Arnold Humphrey**
(Authorized signature)

7/12/2011
(date)

Name (printed) **Arnold Humphrey**

Title: **Sales Representative**

Company: (Legal Registration) **xpedx**

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: **1000 West Sunrise Blvd**

City **Ft. Lauderdale**

State **FL**

Zip **33311**

Telephone No. **954-525-0055**

FAX No. **954-462-6625**

Email: **arnold.humphrey@xpedx.om**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **1-5 da**

Payment Terms (section 1.04): **net 30**

Total Bid Discount (section 1.05): **0%**

Does your firm qualify for MBE or WBE status (section 1.09):

MBE

WBE

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

Addendum No.
Addendum #1

Date Issued
7/06/2011

P-CARDS: Will your firm accept the City's Credit Card as payment for goods/services?

YES

NO

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.

Variances:

revised 6-16-11

