

**AGREEMENT FOR
PRESORT MAIL & FULFILLMENT SERVICES**

THIS AGREEMENT, made this 25 day of MARCH 2014, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Arrowmail Presort Company, Inc., a Florida corporation, ("Contractor" or "Company"), whose address and phone number are 9825 NW 17 Street Miami, Florida 33172, Phone: 305-591-0024 x330, Email: Patrick@arrowmailservice.com.

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 (Form P-0001):

- (1) Invitation to Bid No. 733-11241, Presort Mail & Fulfillment Services, 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 June 18th 2013, ("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 (Form P-0001) dated MARCH 25TH, 2014, and any attachments.
- C. Third, Exhibit A
- D. Fourth, Exhibit B

II. SCOPE

The Contractor shall perform the Work under the general direction of the City as set forth in the Contract Documents.

Unless otherwise specified herein, the Contractor shall perform all Work identified in this Agreement. The parties agree that the scope of services is a description of Contractor's obligations and responsibilities, and is deemed to include preliminary considerations and prerequisites, and all labor, materials, equipment, and tasks which are such an inseparable part of the work described that exclusion would render performance by Contractor impractical, illogical, or unconscionable.



Contractor acknowledges and agrees that the City's Contract Administrator has no authority to make changes that would increase, decrease, or otherwise modify the Scope of Services to be provided under this Agreement.

By signing this Agreement, the Contractor represents that it thoroughly reviewed the documents incorporated into this Agreement by reference and that it accepts the description of the Work and the conditions under which the Work is to be performed.

III. TERM OF AGREEMENT

The initial contract period shall commence on January 20, 2014, and shall end on January 19, 2015. In the event the term of this Agreement extends beyond the end of any fiscal year of City, to wit, September 30th, 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, not to exceed the amount of \$25,000.00. 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 services for which the invoices are submitted have been completed. 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 designate the nature of the services performed and/or the goods 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 services performed to the City's satisfaction pursuant to 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. 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 will be allowed, 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

Commercial Crime Policy; Including Employee Theft/Dishonesty

Limits: \$1,000,000

Certificate holder should be addressed as follows:

City of Fort Lauderdale
Procurement Services Division
100 North Andrews Avenue, Room 619
Fort Lauderdale, FL 33301

G. Environmental, Health and Safety

Contractor shall place the highest priority on health and safety and shall maintain a safe working environment during performance of the Work. Contractor shall comply, and shall secure compliance by its employees, agents, and subcontractors, with all applicable environmental, health, safety and security laws and regulations, and performance conditions in this Agreement. Compliance with such requirements shall represent the minimum standard required of Contractor. Contractor shall be responsible for examining all requirements and determine whether additional or more stringent environmental, health, safety and security provisions are required for the Work. Contractor agrees to utilize protective devices as required by applicable laws, regulations, and any industry or Contractor's health and safety plans and regulations, and to pay the costs and expenses thereof, and warrants that all such persons shall be fit and qualified to carry out the Work.

H. Standard of Care

Contractor represents that he/she/it is qualified to perform the Work, that Contractor and his/her/its subcontractors possess current, valid state and/or local licenses to perform the Work, and that their services shall be performed in a manner consistent with that level of care and skill ordinarily exercised by other qualified contractors under similar circumstances.

I. 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.

J. 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.

K. 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.

L. Independent Contractor

Contractor is an independent contractor under this Agreement. Services provided by Contractor pursuant to this Agreement shall be subject to the supervision of the Contractor. In providing such services, neither Contractor nor Contractor's agents shall act as officers, employees, or agents of City. 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.

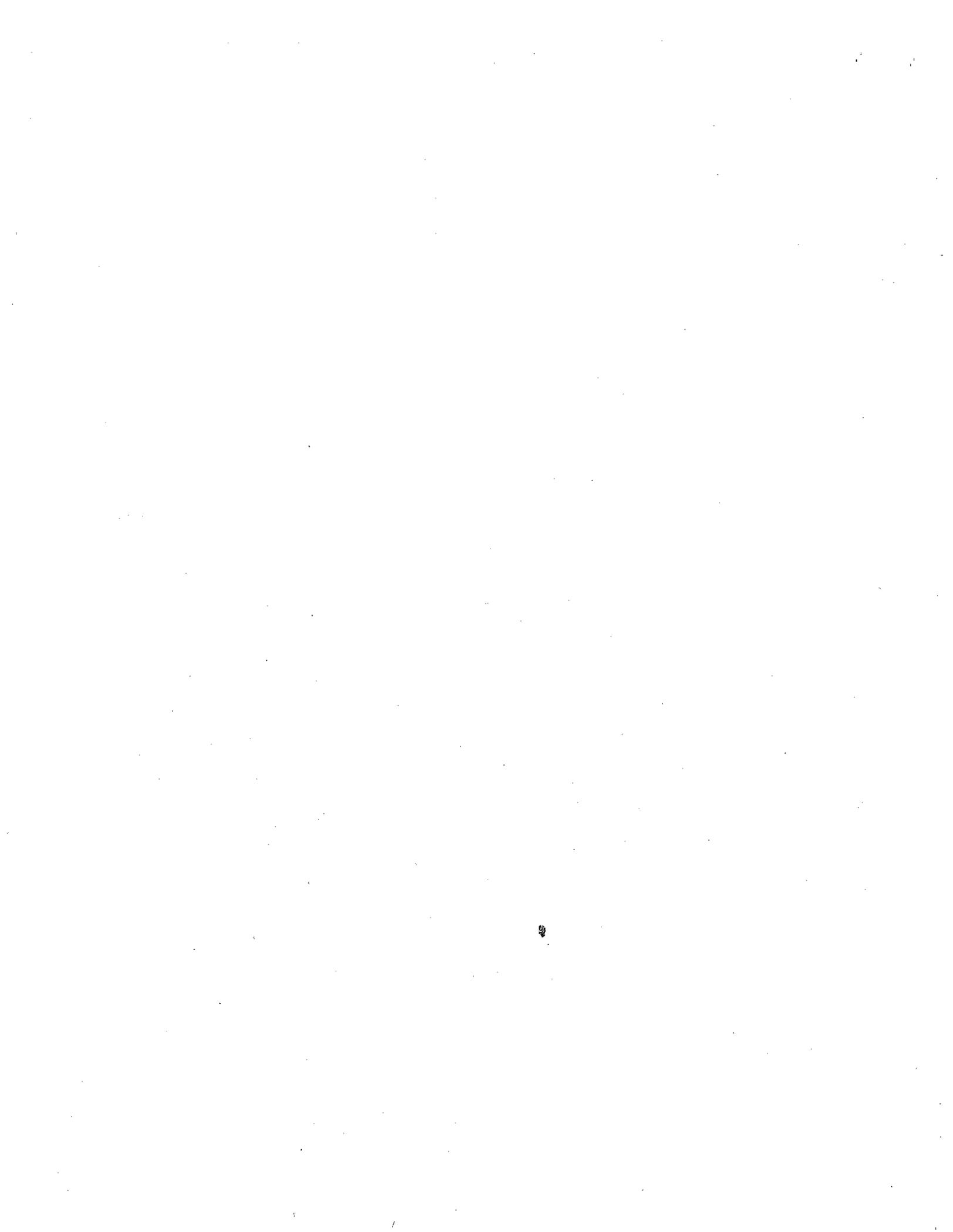
M. Inspection and Non-Waiver

Contractor shall permit the representatives of CITY to inspect and observe the Work at all times.

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.

N. 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 provided in the Schedule of Subcontractor Participation. 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.



Contractor represents that each person who will render services pursuant to this Agreement is duly qualified to perform such services by all appropriate governmental authorities, where required, and that each such person is reasonably experienced and skilled in the area(s) for which he or she will render his or her services.

Contractor shall perform Contractor's duties, obligations, and services under this Agreement in a skillful and respectable manner. The quality of Contractor's performance and all interim and final product(s) provided to or on behalf of City shall be comparable to the best local and national standards.

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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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 Section 768.28, Florida Statutes.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

AA. 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.

BB. Scrutinized Companies

Subject to *Odebrecht Construction, Inc., v. Prasad*, 876 F.Supp.2d 1305 (S.D. Fla. 2012), affirmed, *Odebrecht Construction, Inc., v. Secretary, Florida Department of Transportation*, 715 F.3d 1268 (11th Cir. 2013), 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 and that it does not have business operations in Cuba or Syria as provided in section 287.135, Florida Statutes (2013), 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 (2013), 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 or has been engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2013), as may be amended or revised.

CC. Public Records

Contractor shall:

a) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

(b) Provide the public with access to public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes (2013), as may be amended or revised, or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public

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records disclosure requirements are not disclosed except as authorized by law.

(d) Meet all requirements for retaining public records and transfer, at no cost, to the City, all public records in possession of the contractor upon termination of this contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

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: [Signature]
Rafael A. Fernandez
Secretary

Arrowmail Presort Company, Inc.
By: [Signature]
Cristina M. Fernandez
President

(CORPORATE SEAL)

STATE OF Florida
COUNTY OF Hiami-Sade

The foregoing instrument was acknowledged before me this 17th day of March, 2014, by Cristina M. Fernandez as president for Arrowmail Presort Company, Inc., a Florida corporation.



[Signature]
Notary Public, State of Florida
(Signature of Notary Public)
SHEILA BLANCO
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification _____
Type of Identification Produced _____

STATE OF ALABAMA
County of _____
My term expires on _____
Commissioner of _____

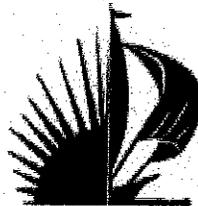


EXHIBIT B

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

733-11241

Presort Mail & Fulfillment Services



CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

Bid 733-11241 Presort Mail & Fulfillment Services

Bid Number 733-11241
Bid Title Presort Mail & Fulfillment Services

Bid Start Date May 31, 2013 9:59:58 AM EDT
Bid End Date Jun 19, 2013 2:00:00 PM EDT
Question & Answer End Date Jun 14, 2013 5:00:00 PM EDT

Bid Contact Richard Ewell
Procurement Specialist II
Procurement Services
954-828-5138
rewell@fortlauderdale.gov

Contract Duration 1 year
Contract Renewal 3 annual renewals
Prices Good for 120 days

Bid Comments The City of Fort Lauderdale desires to establish a contract with a qualified Contractor to provide various fulfillment and mail services on a daily and "as needed" basis. Such services must include, but are not limited to: barcoding, presorting, move update, and commingling of First Class letters and Flat mail (permit & metered mail); same day pick-up and delivery to the United States Postal Service (USPS) of daily mail, pre-barcode post office ready mail (water bills, etc.) and special events mailings. Optional services such as metering and fulfillment services i.e. inserting, labeling folding, etc.), may be required on an "as needed" basis.

For a copy of the bid, go to www.bidsync.com.

Item Response Form

Item 733-11241--01-01 - Barcode & sort letter size mail
Quantity 500000 each
Unit Price \$0.02
Delivery Location City of Fort Lauderdale
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 500000

Description
Barcode & sort letter size mail

Item 733-11241--01-02 - Barcode & sort flat mail
Quantity 5000 each
Unit Price \$0.02
Delivery Location City of Fort Lauderdale
Central Services

2nd Floor
Fort Lauderdale FL 33301
Qty 5000

Description
Barcode & sort flat mail

Item **733-11241--01-03 - Barcode & Sort Package**
Quantity **100 each**
Unit Price **\$0.15**
Delivery Location **City of Fort Lauderdale**
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 100

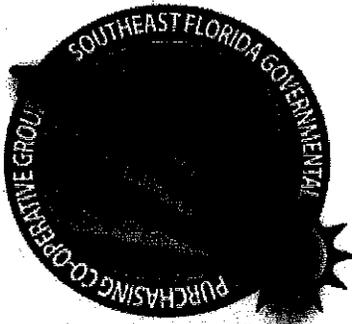
Description
Barcode & Sort Package

Item **733-11241--01-04 - Move Update**
Quantity **500000 each**
Unit Price **\$0.004**
Delivery Location **City of Fort Lauderdale**
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 500000

Description
Move Update

Item **733-11241--01-05 - Daily Pick Up**
Quantity **291 each**
Unit Price **\$8.00**
Delivery Location **City of Fort Lauderdale**
Central Services
100 N. Andrews Avenue
2nd Floor
Fort Lauderdale FL 33301
Qty 291

Description
Daily Pick Up



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE GROUP

TO OUR PROSPECTIVE CONTRACTORS:

The attached Invitation for Bid or Request for Proposal represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative Group.

For the past several years, approximately forty-five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative Group was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the buying power of combined requirements for common, basic items.

The Government Agencies participating in this particular procurement and their respective delivery locations are listed in the attached document.

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- All questions concerning this procurement should be addressed to the issuing agency, hereinafter referred to as the "lead agency". All responses are to be returned in accordance with the instructions contained in the attached document. Any difficulty with participating agencies referenced in this award must be brought to the attention of the lead agency.
- Each participating governmental entity will be responsible for awarding the contract, issuing its own purchase orders, and for order placement. Each entity will require separate billings, be responsible for payment to the Contractor(s) awarded this contract, and issue its own tax exemption certificates as required by the Contractor.
- The Contract/purchase order terms of each entity will prevail for the individual participating entity. Invoicing instructions, delivery locations and insurance requirements will be in accordance with the respective agency requirements.
- Any reference in the documents to a single entity or location will, in fact, be understood as referring to all participating entities referenced in the documents and cover letter unless specifically noted otherwise.
- The awarded Contractor(s) shall be responsible for advising the lead agency of those participants who fail to place orders as a result of this award during the contract period.
- The Contractor(s) shall furnish the Lead Agency a detailed Summary of Sales semi-annually during the contract period. Sales Summary shall include contract number(s), contractor's name, the total of each commodity sold during the reporting period and the total dollar amount of purchases by commodity.
- Municipalities and other governmental entities which are not members of the Southeast Florida Governmental Purchasing Cooperative are strictly prohibited from utilizing any contract or purchase order resulting from this bid award. However, other Southeast Florida Governmental Purchasing Cooperative Group members may participate in their contract for new usage, during the contract term, or in any contract extension term, if approved by the lead agency. New Southeast Florida Governmental Purchasing Cooperative Group members may participate in any contract on acceptance and approval by the lead agency.
- None of the participating governmental entities shall be deemed or construed to be a party to any contract executed by and between any other governmental entity and the Contractor(s) as a result of this procurement action.

"WORKING TOGETHER TO REDUCE COSTS"

ITB #733-11241

TITLE: Pre-Sort Mail & Fulfillment Services

PART I - INFORMATION SPECIAL CONDITIONS**01. PURPOSE**

The City of Fort Lauderdale, Florida (City) is seeking bids from qualified bidders, hereinafter referred to as the Contractor, to provide various fulfillment and mail services on a daily and "as needed" basis for the City of Fort Lauderdale, in accordance with the terms, conditions, and specifications contained in this Invitation To Bid (ITB).

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 Division, 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. ELIGIBILITY

To be eligible for award of a contract in response to this solicitation, the Contractor must demonstrate that they have successfully completed services, as specified in the Technical Specifications / Scope of Services section of this solicitation are normally and routinely engaged in performing such services, and are properly and legally licensed to perform such work. In addition, the Contractor must have no conflict of interest with regard to any other work performed by the Contractor for the City of Fort Lauderdale.

05. PRICING

Failure to provide costs as requested in this ITB may deem your bid non-responsive.

06. 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.

07. AWARD

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.

Contractor must bid on all items. Partial bids will not be considered.

08. PRICE VALIDITY

Prices provided in this Invitation to bid (ITB) are valid for 120 days from time of ITB opening. The City shall award contract within this time period or shall request to the recommended awarded vendor an extension to hold pricing, until products/services have been awarded.

09. GENERAL CONDITIONS

General Conditions Form G-107 Rev. 01/13 (GC) are included and made a part of this ITB.

10. 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.

11. CONTRACTORS' COSTS

The City shall not be liable for any costs incurred by proposers in responding to this solicitation.

12. 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.

13. CONTRACT PERIOD

The initial contract term shall commence upon date of award by the City or October 5, 2013, 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.

14. 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.

15. 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. This trial period will then become part of the initial contract period.

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).

16. 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.

17. DELETION OR MODIFICATION OF SERVICES

The City reserves the right to delete any portion of the 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.

18. 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 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 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

Commercial Crime Policy; Including Employee Theft/Dishonesty

Limits:	\$1,000,000.
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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 Division
 100 N. Andrews Avenue, Room 619
 Fort Lauderdale, FL 33301

19. 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 of 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, at Contractor's expense, 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.

20. 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.

21. 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.

22. PUBLIC ENTITY CRIMES

NOTE: Contractor, by submitting a proposal attests she/he/it has 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.

23. 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.

24. 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>.

25. **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 Division at 954-828-5933.

26. **SAMPLE CONTRACT AGREEMENT**

A sample of the formal agreement template, which may be required to be executed by the awarded vendor can be found at our website <http://fortlauderdale.gov/purchasing/general/contractsample021412.pdf>

PART II - TECHNICAL SPECIFICATIONS/SCOPE OF SERVICES

1.0 SCOPE AND PURPOSE

The City desires to establish a contract with a qualified Contractor to provide various fulfillment and mail services on a daily and "as needed" basis. Such services must include, but are not limited to: barcoding, presorting, move update, and commingling of First Class letters and Flat mail (permit & metered mail); same day pick-up and delivery to the United States Postal Service (USPS) of daily mail, pre-barcoded post office ready mail (water bills, etc.) and special events mailings. Optional services such as metering and fulfillment services i.e. inserting, labeling folding, etc.), may be required on an "as needed" basis.

1.1 GENERAL INFORMATION

The City of Fort Lauderdale estimates its requirement on this contract will encompass the barcoding, move update, presorting and handling of an estimated 38,000 pieces of first class mail per month. City mail consists of computer generated pieces in window envelopes, labeled pieces, typewritten and hand written addressed pieces.

The contract shall also include the barcoding, presorting and processing of an estimated 50,000 pieces per year of bulk mail and pick-up and delivery only of barcoded, presorted water bills to the United States Postal Service Mail Entry Facility. The successful contractor will service the City's needs, as requested. This is only an estimate, and no warranty or guarantee is given as to the number of actual pieces of mail processed, or optional fulfillment and mailing services that shall be used as a result of this contract.

The City is acting as the "lead agency" for several Broward County municipalities, and in this capacity issues the ITB including their respective requirements as a part of any resultant contract. Pick-up locations and volumes shall vary for each participating entity. Technical requirements of the ITB will be applicable to all contract participants, except as may be specifically noted for a particular agency.

1.2 TECHNICAL REQUIREMENTS

Mail for the City of Fort Lauderdale will be metered daily with the USPS Automation 5-digit rate. The contractor shall arrange for daily mail pick-up, take the mail to his/her facility, apply intelligent mail barcode, presort and commingle it with other customers' mail to maximize the postage discount rate according to current U.S. Post Office guidelines and deliver such mail to the Post Office on the same day it is picked up. Due to the large quantity of City mail destined for Broward County addresses, the Contractor must have a large Broward County customer base for comingling and maintenance of 50% or more of City mail at the 5 digit postage rate. The Contractor must also have the customer base to maintain the balance of the mail at the 3-digit, AADC and mixed AADC rates for maximum postage savings, excluding international Mail and Parcels. Mail pieces determined to be non-compliant with the USPS Automation 5 digit rate or non-barcodable shall be upgraded with additional postage. The Contractor shall apply the additional postage utilizing the lowest possible rate. Additional postage usage must be listed on the weekly "analysis report".

The Contractor shall notify the designated City representative for unusual or large sum postage additions and receive authorization before postage is added.

The Contractor shall comply with all USPS rules, regulations, policies and procedures in the performance of this contract.

Contractor shall pick-up all mail from City Hall, 100 N Andrews Avenue, 2nd Floor Mail Room, No earlier than 3:30 P.M. and not later than 5:00 P.M. daily, Monday through Friday (excluding designated City Holidays), unless otherwise approved by the City in writing.

Receipts shall be provided by Contractor for City personnel to submit the number of mail trays, said to contain a specified number of mail pieces, for each daily pick-up. The receipts require fields to state the date submitted, the City name and account number and quantity and type of mail submitted to the Contractor for processing. It should also contain a field for special instructions for "additional processing" requests, i.e. tabbing tri-folded mailers and permit processing.

The City shall not be responsible for separation or sorting of mail prior to Contractor pick-up. Contractor shall sort all tendered mail for presort processing, except for pre-barcoded Post Office ready mail.

Contractor shall guarantee all processed mail is forwarded to the USPS designated mail entry facility each day of the week, except: Saturday, Sunday and official City Holidays.

1.3 EQUIPMENT REQUIREMENTS

The Contractor shall use state-of-the-art equipment and techniques such as commingling of mail to maximize the City's mail discount rate.

Contractor shall submit a list of the mail processing equipment utilized at their facility for the processing of mail per the bid specifications. The City reserves the right to determine if contractor has the sufficient and proper equipment needed to fulfill the bid requirements.

Mail picked up from the City is required to be delivered to the Post Office ON THE SAME DAY IT IS PICKED UP.

1.4 ANALYSIS REPORT

After processing and delivering the City's mail to the U.S. Post Office, an "analysis report" must be returned to the City's Central Services Mail Room on a weekly basis.

The "analysis report" shall include the following minimum information:

- Total pieces processed and delivered to the U.S. Post Office.
- Total pieces barcoded and the unit and extended cost.
- Total number of items that did not qualify, the reason(s) and the unit and extended cost.
- Total additional postage charges including qualification rate(s).
- Total International pieces.

This information shall be forwarded weekly: however, invoices shall be processed for payment by the City monthly.

Pre-Barcoded Mail: The City's water bills are printed every day, barcoded and USPS form 3600-R is prepared by the City and attached to sleeved trays.

The Contractor shall pick-up this Post Office ready mail in trays from the City Hall Mail Room and deliver it to the USPS on the same day of pick-up. Bidder shall provide a firm, fixed cost per pick-up and delivery for this service.

Contractor shall provide all USPS trays and buckets on an "as needed" basis.

Bulk Mail: Bidder shall provide complete details, requirements, limitations, and all costs associated with move update, presort, barcode, and processing of bulk mail using the City's indicia.

Such information shall include, but not be limited to:

- Cost of barcoding Presorted First Class Mail.
- Cost of barcoding Presorted Standard mail.
- Cost for processing permit mail.
- Bidder shall provide details on all other related costs

Special Event and other Special Notice First Class and Standard Mailings:

The Contractor shall have the ability to handle the City's special mailings on an "as requested" basis. In compliance with the ITB requirements, such mailing shall comply with the following additional regulations:

Contractor shall prepare and provide the appropriate verification form to the USPS of each special mailing. Verification must include date mailed, number of pieces, and weight per piece. These special mailings may be labeled by the City, or may require the Contractor to inkjet the indicia and/or address. If Contractor shall be requested to ink jet addresses, the City will provide a mailing address list. The Contractor shall be responsible for any certification of the mailing as required by USPS regulations. The charges for such services or certification shall be identified in the Bidders ITB response for Optional/Other Costs.

Special mailings may require folding, stapling and/or tabbing services to comply with USPS regulations. Bidder shall provide the cost for all these services as part in the ITB response for Optional/Other Costs.

Turn Around Times/Schedules: Contractor shall provide a "Maximum Turn-Around Time" for guarantee of mail processing on all Special Mailings, First Class and Standard.

2.0 PARTICIPATING CO-OP AGENCIES

The following are estimated quantities for Co-Op agencies that have stated their intentions to participate in this contract. Note: services may or may not include the following: pickup, presort, metering, barcode, commingling, move update, etc. according to their respective requirements for the following municipalities:

City of Oakland Park; Contractor shall pick up all mail from City Hall, 3650 NE 12th Avenue, Oakland Park, FL. 33334, No Earlier than 3:00 P.M. and not later than 5:00 P.M. daily Monday through Friday (excluding designated City Holidays).

Estimated weekly QTY. 1st Class Letters; 350

Estimated weekly QTY. 1st Class Flats; 40
Estimated weekly QTY. Certified Mail; 10
Estimated weekly QTY. International Mail; 4
Estimated weekly (bulk) mailings: 600 pieces utilizing ink jet addressing, folding and inserting.

City of Pompano Beach; Contractor shall pick-up all mail from 100 W Atlantic Blvd., Pompano Beach, FL 33060, Mallroom, 1st Floor, at 4:00 P.M daily Monday through Friday(excluding designated City Holidays).

Estimated weekly QTY. 1st Class Letters; 2,700
Estimated weekly QTY. 1st Class Flats; 50
Estimated weekly QTY. 1st Class Parcels; 1
Estimated weekly QTY. Standard Mail; 2,698
Estimated weekly QTY. International Mail; 2
Estimated weekly QTY. permit (bulk) mail; 5,400 pcs (no processing required. Pickup and delivery to Post Office).

City of Tamarac; Contractor shall pick-up all mail from 7525 NW 88 Avenue, Tamarac, FL 33321 at 5:00 P.M. daily Monday through Friday (excluding designated City Holidays).

Estimated weekly QTY. 1st Class Letters; 676
Estimated weekly QTY. 1st Class Flats; 22
Estimated weekly QTY. Certified Mail; 95
Estimated weekly QTY. International Mail; 2

City of Hollywood; Contractor shall pick-up all mail from 2600 Hollywood Blvd., Hollywood, FL 33020, at 3:00 P.M daily Monday through Friday (excluding designated City Holidays).

Estimated Weekly QTY. 1st Class Letters; 2,500
Estimated Weekly QTY. 1st Class Flats; 30
Estimated Weekly QTY. 1st Class Parcels; 2
Estimated Weekly QTY. Certified Mail; 75
Estimated Weekly QTY. Registered Mail; 75
Estimated Weekly QTY. International Mail; 20

City of Lauderdale Lakes; Contractor shall pick-up all mail from 4300 NW 36th Street, Lauderdale Lakes FL 33319, at 4:30 P.M daily Monday through Friday(excluding designated City Holidays).

Estimated Weekly QTY. 1st Class Letters; 150
Estimated Weekly QTY. 1st Class Flats; 24
Estimated Weekly QTY. Certified Mail; 4
Estimated Weekly QTY. Registered Mail; 6

City of Wilton Manors; Contractor shall pick-up all mail from 2020 Wilton Drive, Wilton Manors FL 33305, at 4:00 P.M daily Monday through Friday(excluding designated City Holidays).

Estimated Weekly QTY. 1st Class Letters; 250
Estimated Monthly utility bills QTY.; 4,200
Estimated Annual QTY. Flyers; 15,000
Estimated Weekly QTY. Certified Mail; 10
Estimated Weekly QTY. Registered Mail; 10
Estimated Weekly QTY. International Mail; 5

Broward Sheriff's Office; Contractor shall pick-up all mail from 2601 W. Broward Blvd. Fort Lauderdale F 33312 between 3pm and 3:30 P.M daily Monday through Friday(excluding designated agency holidays).

Estimated Weekly QTY. 1st Class Letters; 3,100
Estimated Weekly QTY. 1st Class Flats; 72
Estimated Weekly QTY. 1st Class Parcels; 190
Estimated Weekly QTY. Certified Mail; 150
Estimated Weekly QTY. Standard Mail; 6,878

3.0 PRICING

Bidders shall provide the City with a firm, fixed unit cost (fee) for each service requested in the ITB specifications, and for any other services offered or proposed by the Bidder in the ITB response.

4.0 OPTIONAL ADDITIONAL SERVICES

The City, and participating Co-Op agencies may require various additional mailing services on an "as needed" basis. Bidders are requested to submit specific rates to perform all available optional services including, but not limited to, those listed below, as an appendix to their ITB response.

- "As needed" metering service; cost/per piece
- Labeling: Ink jetting address with supplied mailing list; Cost per piece to include all costs associated with preparing mailing list,
- Inserting in #10 envelope (cost per M):
 - 1 insert; Cost per M
 - 2 inserts; Cost per M
 - 3 inserts; Cost per M
- Folding: Trifold, 8 1/2x11", Quadfold, 8 1/2x14"; Cost per M
- Tabbings: cost/per piece;
 - 3 tabs

The City reserves the right to accept or reject any or all responses, or parts of ITB responses and waive minor variations to specifications and in the ITB process. The City reserves the right to visit and inspect the Proposer's facilities prior to award to determine their capability to perform the services requested, in accordance with the specifications contained in the ITB.

The City may require additional information and Proposers agree to furnish such information. The City reserves the right to award the contract to that Proposer who will best serve the interest of the City. The City reserves the right, based upon its deliberations and in its opinion, to accept or reject any or all proposals.

ITB Questionnaire: 733-11241

Please answer all questions completely. For additional question comments or to provide information requested in the bid, please use additional sheet(s).

- 1. Bidder name Arrowmail Presort Co., Inc
- 2. Primary Business address (location). 9825 NW 17th St Miami, FL 33172
- 3. List pertinent professional organization membership(s).

N/A

- 4. How many years of presort and mail experience? 22 years old
- 5. Do you have significant Broward County zip code destinations for comingling mail and rate maintenance per the bid specs? yes

- 6. Are you able to complete all bid requirements per the bid specifications?

yes

- 7. If the answer to question 6 is no, please list any variances (use additional sheet if necessary).

N/A

- 8. Does your company have the financial stability, staff and facilities to complete all bid requirements? yes

If no, please explain (use additional sheet(s) if necessary).

N/A

- 9. Does your company keep up to date on all new U.S. Postal Service requirements?

yes

Please explain.

-We are postal one certified
- We are Full service IAB

- 10. Have you ever had a contract terminated due to failure to comply with specifications?

No

11. List three local references with similar requirements, include contact information.

See attachment.

12. Is presort mailing your primary business? yes
If no, In what other lines of business are engaged in?

N/A

13. Attach a list (required) of optional/other per piece firm fixed pricing for services including, but not limited to:

- Folding
- Inserting
- Metering/sealing/weighing
- Ink Jetting (address and/or indicia)
- Tabbing (3 tabs per USPS requirements for self-folded mailers).
- e-Certified services
- Cass Certification
- Mailing List de-duping

14. List any subcontractors to be used in the performance of this contract.

N/A

9825 NW 17th Street
Miami, FL 33172-2760
(305) 591-0024 Tel
(305) 591-0025 Fax

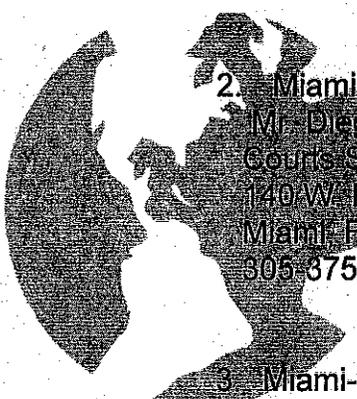
Arrowmail Presort Company, Inc.

June 17, 2013
Bid: City of Ft. Lauderdale

Re: ITB Questionnaire: Bid No. 733-11241

11. List three local references with similar requirements, include contact information

1. Miami-Dade GSA Materials Management Division
Mr. Steve Schmuger
Graphics Services Manager
2225 NW 72 Ave
Miami, FL 33122-1825
305-592-3016



2. Miami Dade Clerk of Courts
Mr. Diego Oramas
Courts Sr Procurement Officer Miami-Dade Clerk's Procurement Office
140 W. Flagler St. # 1501
Miami, Florida, 33130
305-375-206

3. Miami-Dade Tax Collector's Office
Mrs. Pertina Villanueva
Tax Collector Supervisor
140 W. Flagler St
Rm 1209
Miami, FL 33130-1519
305-375-4746

**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 Division. 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 45 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 one hundred twenty (120) 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.

1.10 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.

1.11 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 and that it does not have business operations in Cuba or Syria 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 or has engaged in business operations in Cuba or Syria, as defined in Section 287.135, Florida Statutes (2011), as may be amended or revised.

1.12 DEBARRED OR SUSPENDED BIDDERS OR PROPOSERS

The bidder or proposer certifies, by submission of a response to this solicitation, that neither it nor its principals and subcontractors are presently debarred or suspended by any Federal department or agency.

Part II DEFINITIONS/ORDER OF PRECEDENCE:

2.01 BIDDING DEFINITIONS

The City will use the following definitions in its 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, Bidders 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.

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- 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 Division immediately. Such notification must be received by the Procurement Services Division 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/TRADE SECRETS/COPYRIGHT:** The Proposer's response to the RFP is a public record pursuant to Florida law, which is subject to disclosure by the City under the State of Florida Public Records Law, Florida Statutes Chapter 119.07 ("Public Records Law"). The City shall permit public access to all documents, papers, letters or other material submitted in connection with this RFP and the Contract to be executed for this RFP, subject to the provisions of Chapter 119.07 of the Florida Statutes.

Any language contained in the Proposer's response to the RFP purporting to require confidentiality of any portion of the Proposer's response to the RFP, except to the extent that certain information is in the City's opinion a Trade Secret pursuant to Florida law, shall be void. If a Proposer submits any documents or other information to the City which the Proposer claims is Trade Secret information and exempt from Florida Statutes Chapter 119.07 ("Public Records Laws"), the Proposer shall clearly designate that it is a Trade Secret and that it is asserting that the document or information is exempt. The Proposer must specifically identify the exemption being claimed under Florida Statutes 119.07. The City shall be the final arbiter of whether any information contained in the Proposer's response to the RFP constitutes a Trade Secret. 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 agent, against any loss or damages incurred by any person or entity as a result of the city's treatment of records as public records. Proposals purporting to be subject to copyright protection in full or in part will be rejected.

EXCEPT FOR CLEARLY MARKED PORTIONS THAT ARE BONA FIDE TRADE SECRETS PURSUANT TO FLORIDA LAW, DO NOT MARK YOUR RESPONSE TO THE RFP AS PROPRIETARY OR CONFIDENTIAL. DO NOT MARK YOUR RESPONSE TO THE RFP OR ANY PART THEREOF AS COPYRIGHTED.

- 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 DIVISION (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 Division 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.

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- 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 Auditor or designee, 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, Form G-107 Rev. 05/13

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.
- 5.21 LOCATION OF UNDERGROUND FACILITIES:** If the Contractor, for the purpose of responding to this solicitation, requests the location of underground facilities through the Sunshine State One-Call of Florida, Inc. notification system or through any person or entity providing a facility locating service, and underground facilities are marked with paint, stakes or other markings within the City pursuant to such a request, then the Contractor, shall be deemed non-responsive to this solicitation in accordance with Section 2-184(5) of the City of Fort Lauderdale Code of Ordinances.

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.

<u>NAME</u>	<u>RELATIONSHIPS</u>
N/A	N/A
N/A	N/A
	N/A
	N/A

In the event the vendor does not indicate any names, the City shall interpret this to mean that the vendor has indicated that no such relationships exist.

BID/PROPOSAL SIGNATURE PAGE

How to submit bids/proposals: It is preferred that bids/proposals be submitted electronically at www.bidsync.com, unless otherwise stated in the bid packet. If mailing a hard copy, it will be the sole responsibility of the Bidder to ensure that the bid reaches the City of Fort Lauderdale, City Hall, Procurement Services Division, Suite 619, 100 N. Andrews Avenue, Fort Lauderdale, FL 33301, prior to the bid opening date and time listed. Bids/proposals submitted by fax or email will NOT be accepted.

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: Patrick R. Riboul (Authorized signature) 06/18/13 (date)

Name (printed) Patrick R. Riboul Title: Director of Marketing & Sales

Company: (Legal Registration) Arrowmail Presort Co., Inc.

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: 9825 NW 17th St

City: Miami State: FL Zip: 33172

Telephone No. 786 336-7351 FAX No. Patrick R. Riboul Email: Service.com
305-591-0524 x330

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

Payment Terms (section 1.04): 45 days Total Bid Discount (section 1.05): N/A

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
<u>N/A</u>	

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:

N/A

revised 11-29-11

Question and Answers for Bid #733-11241 - Presort Mail & Fulfillment Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

ARROWMAIL PRESORT CO INC EQUIPMENT ASSETS

QTY	Department	Purpose		QTY	Department	Purpose
	Barcode Room				Meter Room	
3	BBH Criterion IV	MLOCR/Letters (444 pkts)		10	PB Infinity	Meter mail
1	PTI/BBH	MLOCR/Letters (109 pkts)		4-10	Hand work stations	Hand work
1	PTI/BBH	BCR/Levels (109 pkts)		2	PB E-certified	Electronic Certified
2	Postal One	National Mail Scheduling		1	NeoPost ST77 scale	International Mail
				2	Data-Pak	Meter mail
QTY	Department	Purpose		QTY	Department	Purpose
	Print Room				Fulfillment	
2	Kodak 150	B/W variable data printing		1	VideoJet PrintPro	Variable data/Addressing
1	Xerox IGen4	B/W & Color variable data printing		2	VideoJet BX	Variable data/Addressing
1	Baumcut 31.5	Sheet cutter		1	PB FlowMaster	6-Station Inserter w/meter
1	FMA RSC20UVC	UV Coater		2	BBH Inserter	6-Station Inserter w/meter
1	Duplo 5000	Colator		1	BBH Inserter	4-Station Inserter w/meter
1	Duplo 5000	Booklet Maker		2	ProFold	Tabbers
1	Duplo 5000	Trimmer		1	MBO B120	Hi-Speed Folder
				1	Count Machinery	Perfer
				1	MCS inline w/inserter	Variable data/Addressing

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

H632VGSY

DATE (MM/DD/YYYY)
05/28/2008

PRODUCER
Lighthouse-Programs, LLC
301 E. Pine Street
Suite 350
Orlando, FL 32801

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
AlphaStaff Group
600 Corporate Drive
Suite 600
Port Lauderdale, FL 33334

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: GSA Insurance Company

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (EA occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	WSLTHPE 000034 03	06/30/2007	06/30/2008	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Coverage is extended to the leased employees of alternate employer (Florida Operations Only): Postal Center International 100160 Effective 7/10/00. **DISCLAIMER:** The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

CERTIFICATE HOLDER

City of Fort Lauderdale
Procurement & Materials Management
100 N. Andrews Ave.
Room 619
Ft. Lauderdale, FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID AC
POST-18

DATE (MM/DD/YYYY)
05/28/08

PRODUCER Lawley-Andolina-Verdi, LLC 30 North Union St. Rochester NY 14607 Phone: 585-454-1600 Fax: 585-454-5842	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Postal Center International Postal Ctr Intl Holdings Inc. Postal Ctr Intl Digital Print 3406 SW 26th Terrace Fort Lauderdale FL 33312-5017	INSURER A: Hartford Fire Ins. Co	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

FORM CODE LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	01SBQAQ3222	01/01/08	01/01/09	EACH OCCURRENCE \$ 1,000,000
	GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	01UECGC8191 SB	01/01/08	01/01/09	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
A	EXCESS/UMBRELLA LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input checked="" type="checkbox"/> RETENTION \$10,000	01SBQAQ3222	01/01/08	01/01/09	EACH OCCURRENCE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				AGGREGATE \$ 5,000,000 \$ \$ \$ WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Cargo	01 MS GC7693	01/01/08	01/01/09	\$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is named as additional insured for liability coverage as respects their interest in operations of the named insured, per form 550008.

CERTIFICATE HOLDER

FTLA-02

 City of Fort Lauderdale
 Procurement & Materials Mgmt
 100 North Andrews Ave., Rm 619
 Fort Lauderdale FL 33301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE





DISASTER RECOVERY PLAN

An synopsis of Arrowmail Presort Co., Inc.'s contingencies in the event of man-made or natural disaster.

ARROWMAIL PRESORT CO. INC DISASTER RECOVERY PLAN

Category 1 – A total system outage affecting multiple entities, systems, and customers. Anticipated recovery at prime location is impossible to determine or expected to exceed 24 hours. Recovery at alternate site would be more rapid than at primary location(s).

Such damage as occasioned by water, smoke, fire, vandalism, terrorism, lightning, or an estimate of a protracted period of equipment downtime that renders a major portion of the facility unusable for more than 24hours.

Under this condition the disaster response action plan, stated in this document, shall be initiated.

Section 1.04 Chain of Command/Decision Making.

The General Manager, or designee, is in charge of evaluating and declaring the disaster classification. In the General Manager's absence, the IT Manager shall be responsible for these actions. Working together with the Executive Manager of Arrowmail, the final approval for execution of this recovery plan will be established and communicated to the necessary employees and the customer community. The Executive Management contacts are as follows:

General Manager, Arrowmail

President, Arrowmail

Owners, Arrowmail

Once notified, the Crisis Response Team will conduct further internal communications and will apprise the Executive Management of the Plan's execution and its ongoing status.

Section 1.05 Crisis Management Immediate Contact Roster

If any Arrowmail employee becomes aware of an existing emergency situation, or a potential crisis/disaster, they will immediately notify their direct Supervisor. If not available, the Site Manager should be directed to contact the General Manager.

(a) Crisis Management Team Notification

Immediately upon the declaration of a disaster defined within this plan, the General Manager, or designee shall notify the Executive Management of the crisis, if absent, the notification can be directed to any other member of the Management Team.

(b) Notifications within Arrowmail

In the event of a disaster declaration, the Information Technology Manager, shall immediately notify the Department Managers and each department manager shall notify their immediate personnel.

More importantly, the Crisis Recovery Team, as outlined in the DRPS procedures, will be contacted to commence execution of the recovery process. These notifications will be made, top down, by supervisory personnel. Supervisory personnel are expected to know how to reach any employee at

ARROWMAIL PRESORT CO. INC DISASTER RECOVERY PLAN

work, home, or vacation (if such contact is feasible) by telephone, cellular phone, or email. During such notifications the staff shall be advised of their subsequent reporting locations and, if known, any specific immediate work assignments. The Arrowmail Hotline will apprise all employees of next steps.

Section 1.06 Procedures for communicating with External Authorities

The General Manager is designated with the responsibility for communicating with external public safety and security agencies such as police, fire, and other public safety officials.

All external notifications and communications with sponsoring agencies, financial institutions, insurance institutions, governmental entities, and media outlets shall be conducted by the General Manager or a spokesperson designated by the General Manager. The General Manager shall have the sole franchise to speak about the disaster or its implications with all external entities.

Section 1.07 Procedures for Communicating Internally

(a) Telephone-based communications: Using telephone trees and distributed calling responsibilities, Arrowmail staff will be notified once a disaster is declared. (SEE ADENDUM B)

(b) Hotline Communications for disseminating ongoing status information: If the Arrowmail Hotline is operative this shall be used as the official method for communicating ongoing status information. This is a pre-recorded message outlining time of recording, event status, and time of next update.

(c) Voice Mail: Emergency announcements can be disseminated internally using overall existing voice mail announcement capabilities. This would entail delivering a recorded and stored message to all voice mail users who will receive the message upon their next use of the voice mail systems. The voice mail distribution capability falls under the auspices of Telecommunications Services and represents an efficient and economical means to deliver an official message rapidly to a broad internal audience.

(d) Mail-based communications: Depending on the judgment of the senior administration it may be desirable to broadcast official information concerning the disaster to the Arrowmail community. If electronic mail facilities continue to be functional, emergency announcements can be sent through this medium.

If Arrowmail electronic mail capabilities are not adequately available for this requirement, third party Internet Service Provider (ISP) email facilities will be used to attempt contact with Internet subscribers. It is recognized that not all individuals possess ISP accounts, but for those who do, this is a viable communication method. Instant Messenger is also available via the Internet for communications.

Alternatively, paper-based office mailings can be launched either individually addressed using address labels or by bulk mail delivery to departments. FAX is also an acceptable means to distribute this correspondence.

ARROWMAIL PRESORT CO. INC DISASTER RECOVERY PLAN

Section 1.08 Criteria for Determining the Success of the Plan

This review and rehearsal process will ensure the following success factors:

- (a) Keeping the Disaster Recovery Plan up to date can be demonstrated by the stipulated process of annual reviews, plan revisions, and by the summary document the General Manager receives about this annual process and assessment
- (b) The success of applications testing is also demonstrable through the documentation and outputs that are created through this activity.
- (c) The ongoing discussions about crisis management and disaster recovery planning are contributing to the success of the current plan. The key parameters of the plan are known, understood, and accepted. The crisis management discussions have been taking place at increasingly higher management levels, and as such are being properly focused on the overall planning requirements together with the cost benefit implications of various protection levels.

Section 1.09 Built-in Plan Review Procedures and Schedule

Reviewing the Plan: To assure the Plan's continued accuracy and viability, the General Manager shall review the Disaster Recovery Plan periodically. Maintenance of the plan and overall coordination of plan activities (such as rehearsals and department activities) will be performed by the Response Team.

Additional reviews will be performed as follows:

- (a) The information Technology Manager shall make an appraisal of the plan annually, and formally comment to the General Manager about the plan's effectiveness status in writing
- (b) A copy of the annual plan appraisal shall be forwarded to the Executive Management.
- (c) Annually, the status of the Disaster Recovery Plan will be discussed with the Arrowmail Management team
- (d) Commentaries and findings about the Plan's periodic review of its provisions for the testing of specified applications and about the review of the off-site data storage program, shall be incorporated into the annual status reporting.

Section 1.10 Identification of the Person in Charge of the Plan

The General Manager has designated the responsibility for maintaining this Disaster Recovery Plan document to the Information Technology Manager. Maintenance of the plan includes adherence to the periodic review provisions defined within the plan, monitoring the periodic preparedness testing, and maintaining the ready state of the plan for potential deployment.

ARROWMAIL PRESORT CO. INC DISASTER RECOVERY PLAN

Part II Plan Strategies

Section 2.01 Contingency Site

Arrowmail has an agreement with T.C Delivers for disaster recovery services including the use of their equipment and facilities to process all of Arrowmail's needs. The primary location for TC Delivers is 5911 Phillips Highway, Jacksonville, Florida 32216. TC also has offices in Tampa and Orlando, Florida that are available for Arrowmail's Disaster Recovery depending on the services required. In order to begin to use the contingency site at TC delivers for actual recovery, an official disaster declaration process must be followed. This declaration process mobilizes resources at TC delivers to prepare for the arrival of data media, configuration of contracted resources to be recovered to and provisions additional resources needed to commence recovery in anticipation of the arrival of Arrowmail Crisis Recovery Team.

Section 2.02 Backup Environments Network Equipment

There is no feasible way to provide a backup environment for the Arrowmail premises based network equipment. However, much of the data communications equipment in use is manufactured by DELL and is covered under a maintenance agreement. Arrowmail has dual internet connections for backup, provided by two different carriers (ATT and Verizon) also under maintenance agreements, under the terms of this agreement, all of this equipment is eligible for next-day advanced replacement. Networking Services keeps on-site most of the common equipment. For wide-area connectivity, Arrowmail uses routers manufactured by Cisco. This equipment is also covered by maintenance agreement with ATT. All of this equipment is eligible for next day advanced replacement should a failure occur. Our Web site, hosted by Network Solutions, and FTP services, hosted by Leapfile, has a backup facility outside the state. This facility has backup internet connections as well as power generator and is managed 24/7.

Arrowmail maintains (off site) a portable computer with both wireless and cellular connectivity options. The computer is loaded with all software necessary to access remote ftp servers, receive and send email, process data and compose print ready documents which can then be either printed locally or at our partner site.

Section 2.03 Application Testing Plan

Designated applications are periodically tested at the contingency site's computer facility in order to verify functional condition of the contingency procedures. The purpose of these tests is to ensure the processing viability of vital applications off-site, assuming that the present computing facilities are unavailable. This is scheduled annually prior to "Hurricane Season", typically the first of June.

Recovery exercises include the testing of on-line as well as batch workflows to determine the veracity of backup procedural controls; bulk printing of hard copy output is usually suppressed during these off-site tests, but a core sample of Customer applications are used to verify application integrity. These samples will be used not only as print file tests, but used to verify all other aspects of a typical

ARROWMAIL PRESORT CO. INC DISASTER RECOVERY PLAN

mailing job. This would include the printing, folding if necessary, fulfillment of the piece, application of \$0.00 Indicia/permit, barcoding if necessary, and finally sorting.

Section 2.04 Application Analysis

A detailed analysis of critical applications and key processing components has been performed to identify and prioritize recovery efforts. These applications are considered business critical and must be included in any recovery plan to sustain the operational/financial viability of the company.

A detailed list of the applications follows for Arrowmail. This list is reviewed and updated periodically to ensure completeness. Executive Management may subsequently alter these priorities depending on timing requirements or special circumstances prevailing at the time of a disaster.

- Payroll system
- Accounts Payable check Processing
- Purchase Order Preparation
- General Accounting
- Financial Accounting
- Accounts Receivable
- Human Resources Applications
- All Daily Laser Print Client Applications
- All Production database utilities that house customer data
- BCC Data Processing software
- Adobe CS5.5 Design Suite
- Fusion Pro Direct Composition Software
- Leapfile (FTP)
- Smallrock (email)
- Mobile Work Station with all software needed to access and process data and compose print ready documents.

Section 2.05 Local and Off-site Media and Backup Storage

System backups are maintained on off-site media for all systems for the purpose of operational and disaster recovery. Multiple versions of backups are maintained on a weekly basis (unless otherwise specified by application backup requirements). The most recent version of the backups is kept on site as well as our offsite storage facility. This ensures that recovery of any system is at most a week old. If warranted, more current back-up provisions are outlined in the specific application DR Plan.

Section 2.06 Telecommunication Services

Local Telephones Service: ATT provides incoming and outgoing local telephone lines to the facility telephone system. In the event that the ATT serving wire center experiences a catastrophe, ATT CrisisLink will be activated and the mobile computer will be utilized for wireless/cellular Internet connections.

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Section 2.07 Organizational Responsibilities Identification

General: In light of existing emergency conditions, the following contingency actions may be required:

- (a) **Systems Development:** Depending on the judgment of the Information Technology Manager, some or all systems development work may be deferred. This is to be able to provide maximum assistance to impaired operations and to restoration initiatives.
- (b) **Processing Order:** Depending on the judgment of the Information Technology Manager, in concert with the Production Managers, various shortcuts in processing procedures may be undertaken, including within the applications that may be identified as priority applications.
- (c) **Vacations:** Depending on the judgment of the General Manager and other members of Arrowmail Management, any scheduled vacations can be deferred, and any vacations already in progress can be cancelled. In the event individuals incur financial loss occasioned by required changes in vacation plans, if demonstrable, such loss shall be reimbursed.
- (d) **Ongoing Operations:** It will be the continued responsibility of the Information Technology Manager, in concert with the Production Managers to provide ongoing data center operations support for all production processing.

Part III. Disaster Response Actions

The below actions can only be undertaken when a disaster classification of Category 1 exists: as defined in Section 1.03 of this document. All communications shall explain and include reference to the defined nomenclature of the disaster classification.

Once the classification of a disaster is made, and it's determined that disaster conditions exist, the disaster plan is to be implemented immediately. This step is undertaken formally once the management notifications under the Plan begin.

The "end disaster" conditions must also be communicated formally through such management notifications.

Section 3.01. Pre-Disaster Procedures

If Arrowmail is under the potential threat of a disaster, as mentioned in Section 1.03 of this document, all computers, printers, copy machines, and warehouse equipment will be secured and protected with tarpaulins/plastic. All computers and servers will be powered down and unplugged. Equipment will be moved to the safest locations within the building-away from doors and windows, the sturdiest room, etc... If the threat is a hurricane, hurricane shutters will be mounted.

Fuel will be procured for use in the generator, in case the General Manager deems the damage to be minimal enough that the facility could still be productive with this energy source.

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Diesel and gasoline tanks will be topped of, providing fuel for fleet.

Employees are provided with emergency contact information (home telephone, cell phone, Arrowmail Hotline number, and email address, if applicable). Employees also provide their immediate supervisor with their personal contact information. Employees are instructed to contact their immediate supervisor for updates throughout the ordeal. As stated earlier in this document, a telephone tree system will be in use during a disaster to continually inform the employees of their work status.

Section 3.02 Post Disaster Procedures

Category 3

Equipment Failure

1. Arrowmail's large volume of mail processed daily warrants at least one back-up of every essential machine.
 - a. Equipment List: See ADDENDUM A
2. In addition to support Arrowmail provided by Manufacturer's technicians (on call 24 hours a day), Arrowmail employs on-site certified technicians. Arrowmail production employees are trained and certified by Bowe Bell & Howell, Kodak, Pitney Bowes, and Xerox to repair and maintain the following on-site machinery.
 - a. Bowe Bell & Howell
 - I. Multi-line Optical Character Readers (MLOCR)
 - II. Intelligent Inserters (Accumulate, Fold, Insert)
 - b. Kodak
 - I. Digi-Master 150
 - c. Pitney Bowes
 - I. DM1000 Metering Systems
 - II. Connect 3000 metering systems
 - III. Flowmaster Intelligent Inserter
 - IV. E-Certified Mail System
 - d. Xerox
 - I. I-Gen

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Arrowmail maintains replacement parts on site for immediate and routine repairs. All parts are available from our manufactures overnight.

Local Emergencies

In case of local electrical outages, Arrowmail houses a large generator to provide emergency power to all essential equipment.

Category 2

If Arrowmail's facility has to be temporarily evacuated (due to fire, explosion, etc.) or is inaccessible for an undetermined amount of time, the following must occur within 3 hours of crisis assessment:

1. Transfer main number (305) 591-0024 to ATT CrisisLink, a system that intercepts incoming calls and forwards them to designated employees, if telephone system is non-operational.
2. If the T-1 line is down, switch to portable laptop with cellular/wireless capability
 - (a) Each daily laser print client will be contacted by Customer Service Representatives. If necessary, Clients will be instructed to utilize the backup ftp site. IP address, User ID, and password have been previously provided.
 - (b) Clients will be instructed to utilize alternate email addresses, alternate email addresses will have been previously provided.
3. The facilities will take over normal print and fulfillment operations as they become operable.

Category 1

If it is determined that the roadways are safely passable, and the office is safely inhabitable, employees are instructed to return to work for assignments. If roadways or the office area are unsafe, a limited number of key employees will meet at a place determined t be safe, to discuss which courses of disaster action plan will be taken.

No power

- a) If there is no power, switch to the facility's generator power.
- b) If phone lines are down-transfer main number (305) 591-0024 to ATT CrisisLink
- c) If T1 line is down -Switch to secondary satellite internet connection (not in place)

No facility Generator Power

Within 12-14 hours of crisis assessment:

- a) Switch to generator power for skeleton equipment (servers, critical computers) if facility is accessible.
- b) Transfer main number (305) 591-0024 to ATT CrisisLink

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- c) If the T-1 line is down, switch to portable laptop with cellular/wireless capability
- d) Information Technology Manager will contact each Daily Laser Print client
 - a. Clients will be instructed to utilize an alternate ftp site. IP Address, User Id, and password will have been previously provided.
 - b. Clients will be instructed to utilize alternate email addresses. Alternate email addresses will have been previously provided.
- e) Customer Service Representative will stay in touch with daily mail pickup clients.
- f) Digital Customer Representative Manager will touch base with project mail clients.
- g) If another solution is necessary, contact TC Delivers in Jacksonville, Florida.
- h) Replication of data (Tape backups/CDs/dongles) is to be sent to alternate site.
- i) Schedule the transport of additional required paper/envelopes/materials to backup site.
- j) Information Technology Manager, Production Supervisor, and other designees will travel to DR and set up operations within 48 hours.
- k) Miami facility will take over normal print and fulfillment operations as they become operable.
- l) Mail will be transported to the closest open and operating USPS location.

Part IV. Orientation and Plan Awareness

To ensure effective operation of the disaster recovery plan, strategies, procedures, and actions described within this document, all parties involved with its implementation must be aware of the potential threats ensuing from a disaster and their responsibilities under the plan. Both systems personnel, who will be actively engaged in recovery operations and functions, and the user community, which must adjust to emergency procedures, must be properly prepared, informed, and trained.

Section 4.01 Arrowmail Personnel Orientation

One of the purposes of the disasters recovery plan is to increase awareness of all parties to the potential threats posed by a disaster, and to acquaint them with the company's strategies, expectations, procedures and actions required under such emergency conditions.

The goal of orientating the staff at Arrowmail is more specifically geared to achieve a detailed understanding of the expectations by which they must operate when a disaster is declared. Toward this end the following actions are planned:

Completing a periodic review of the disaster plan document.

This is carried out by:

- (a) Holding periodic staff meeting presentations and reviews.
- (b) Circulating a copy of the plan to individuals based on levels of responsibility as follows:
 - 1) Executive Management within Arrowmail
 - 2) Managers and Department Heads within Arrowmail

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(c) During the design stage of new systems, Systems Analysts recommend how the application systems under development can be appropriately protected against a disaster. Recommendations should be geared to raising the user's awareness toward the potential risks and changed liabilities for the application area.

Section 4.02 Disaster Plan Testing

Tests of the disaster plan, or of one or more of its facets, will be conducted periodically and/or may be requested by management to insure that elements of the plan are feasible, compatible, and effective before hurricane season. An objective of this testing will be to minimize interference and interruption of the normal production operations. While most exercises are performed on a scheduled basis, an unannounced recovery may be conducted to validate preparedness for unanticipated outages.

The following tests are designed to be undertaken periodically and documented:

(a) Applications designated as critical by management shall be periodically tested in a backup environment. (Identified in Section 2.04)

(b) A review of the Plan's disaster announcement, communication and notification provisions will be periodically conducted to test this component of the Plan.

(c) Periodic tests shall be made of the timeliness and content of the off-site storage arrangements.

(d) As indicated in Section 2.03, Customer supplied sample jobs will be tested, with results documented, to ensure Customer requirements and needs are sustainable off-site.

(d) Periodic tests shall be made of the contents of the offsite storage vault. The tests should validate that the required materials (recovery kits, manuals, tapes) are physically present.

Part V. Facilities Restoration

The objective of Facilities Restoration is to establish a viable/ongoing processing facility upon completion of the use of computing operations from the contingency site. This may require an extended period of time depending on the crisis event experienced and the extent to which the original data center facility is unacceptable for ongoing operations.

Section 5.01 Restoration Designee

Primary Restoration designee: The Information Technology Manager together with the General Manager shall coordinate all facilities and equipment efforts.

Section 5.02 Responsibilities

Conduct an assessment of damage to the facilities together with:

a) Hardware vendors' representatives for salvage, repair, or replacement

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- b) Software vendors' representatives for salvage, repair, or replacement**
- c) Client representatives for data transmissions or general communications issues**
- d) Telephone company representatives for any communications and connectivity issues**
- e) Physical Plant staff for the cleanup and restoration of the facility**
- f) Develop a restoration plan, which includes realistic cost and time estimates, to be forwarded to the Operations Designee and to executive Management.**

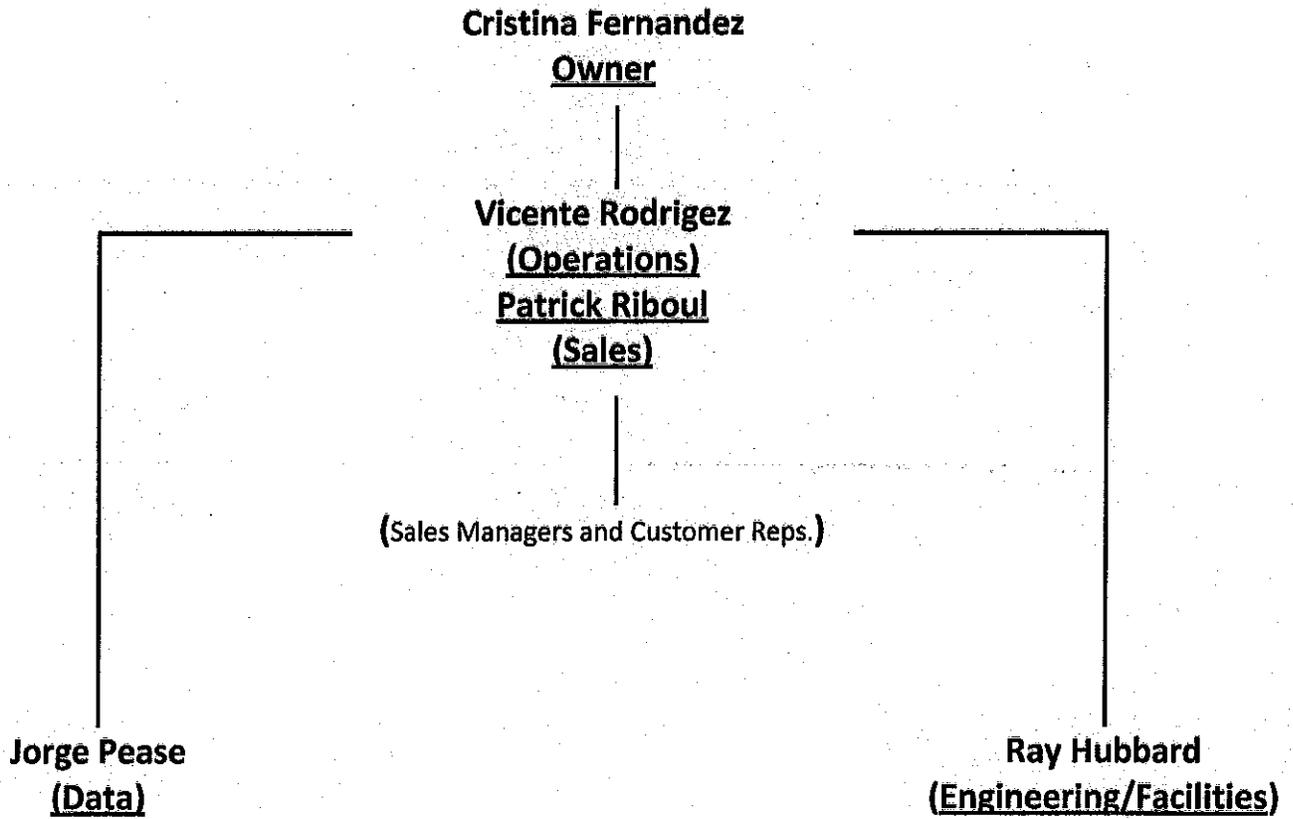
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Addendum A: ARROWMAIL EQUIPMENT LIST

- I. **Bowe Bell & Howell**
 - a. **Multi-line Optical Character Readers (MLOCR) (4)**
 - b. **Intelligent Inserters (Accumulate, Fold, Insert) (3)**
- II. **Kodak**
- III. a. **Digi-Master 150 (2)**
- IV. **Pitney Bowes**
 - a. **DM1000 Metering Systems (4)**
 - b. **Connect 3000 metering systems (10)**
 - c. **Flowmaster Intelligent Inserter (1)**
 - d. **E-Certified Mail System (2)**
- V. **Xerox**
 - a. **I-Gen Digital Color Press (1)**
- VI. **MBO**
 - a. **Folder (1)**
- VII. **Pro-Fold**
 - a. **Tabbers (2)**
- VIII. **Video Jet**
 - a. **BX Variable Data Printers (2)**
- IX. **MSC**
 - a. **In-Line Variable Data Printer (1)**
- IX. **Data-Pac**
 - a. **Metering System (2)**

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Addendum B: Arrowmail Determination Phone Tree



ARROWMAIL PRESORT CO., INC. PROCEDURES MANUAL FOR HANDLING OF CUSTOMER MATERIAL

This manual is an outline of ARROWMAIL Presort Co., Inc., (hereafter ARROWMAIL), procedures for the handling of customer material, from the time of first contact with customer, until entry of material into USPS possession, or return to Customer.

For regularly scheduled, (recurring), material, the following procedures are put in place:

- A scheduled pickup time is agreed upon between the customer, the ARROWMAIL Customer Account Manager, (hereafter CAM), or Customer Service Representative, (hereafter CSR), and the ARROWMAIL Transportation Supervisor.
- Arrowmail driver will arrive at scheduled time, going to a pre-determined location within the customer location, and take possession of the customer material.
- Once loaded into ARROWMAIL vehicle, driver continues on route, either making more pickups, or returning to ARROWMAIL.
 - At all times, the ARROWMAIL vehicle will be secured until all customer material has been delivered and off loaded at ARROWMAIL
 - If there is material to be picked up that is not "regularly scheduled material," driver will immediately advise ARROWMAIL Transportation Supervisor of said pickup.
 - Upon arriving at customer location, driver will deliver any trays or tubs previously requested by customer for their preparation of material .
 - Driver will also deliver any "Return to Customer" items he has been assigned. These include damaged pieces, incorrectly metered, double inserts, etc. In all cases, the CAM/CSR will have arranged for these to be delivered with the customer.
 - Upon arrival at ARROWMAIL, driver will relinquish control of customer material to Transportation Supervisor or Receiving clerk.
 - Any unscheduled material will be held in receiving until CAM/CSR has verified the material and generated a Job Ticket for it. Only then will the material be delivered to the assigned department.
- Transportation Supervisor/Receiving clerk will separate drivers delivery, first by customer, then by destination department within ARROWMAIL.
 - Receiving clerk will then deliver customer material to appropriate department, notifying department supervisor of material's arrival.
 - Transportation Supervisor/Receiving clerk will notify customer's CAM/CSR regarding any un-scheduled pickups received, and secure material until CAM/CSR has verified material and created a Job Ticket

ARROWMAIL PRESORT CO., INC. PROCEDURES MANUAL FOR HANDLING OF CUSTOMER MATERIAL

Department Procedures for processing customer material will be as follows:

- **Meter Room**
 - Meter Room Supervisor will assign customer material to a specific meter machine operator
 - Operator will input Account Name into ARROWMAIL's in-house Customer Verification System and start count
 - Once material has been processed, Operator will then record end count.
 - Metered mail will then be collected by Barcode Room personnel for further processing.
 - E-Certified mail will be delivered to E-Certified clerk.
 - Clerk processes all certified mail pieces
 - Clerk performs "End-of-Day" procedures to generate all reports
 - Clerk supplies client report, which lists recipient name and tracking number, by account , to CSR
 - Once weekly, dependent on USPS schedule, clerk will retrieve signature files from USPS and supply them to CSR, by account.
 - CSR will email repots and signature files to customer assigned representative as received.

- **Barcode Room**
 - Barcode Supervisor assigns material to specific MLOCR equipment
 - Equipment operator processes material using a specific sort plan loaded into MLOCR to ensure best possible qualification
 - Material has barcode applied, (where applicable), is sorted by zip code, trayed, and tagged according to USPS requirements
 - All customer requested "Do Not Forward" letters are collected from MLOCR's and returned to CAM/CSR daily, for return to customer.
 - Department Quality Assurance personnel will constantly perform specific checks on each machine to ensure compliance that USPS requirements are maintained. These include barcode placement and quality, sortation, addressing standards, traying and labeling.
 - Any customer material determined to not pass USPS standards for its class, will be removed, and CAM/CSR will be notified.
 - CAM/CSR will notify customer and provide mailing options for non-qualifying mail.
 - Nationally addressed mail will be processed via USPS PostalOne system, and will go directly to airport after labeling
 - All local mail is delivered to on-site USPS personnel for verification, and then transported directly to USPS facility.

ARROWMAIL PRESORT CO., INC. PROCEDURES MANUAL FOR HANDLING OF CUSTOMER MATERIAL

- **Hand Sort**
 - Any mail received from customers that is deemed non-automation, will be delivered to this department for sortation. This includes hand written envelopes, out of mailing requirement specification envelopes, etc.

- **Customer Account Manager/Customer Service Representative**
 - CAM/CSR will be primary point of contact for customers.
 - CAM/CSR will create one internal Job Ticket, based on customer requirements for each new job
 - CAM/CSR will coordinate with Operations to ensure resource allocation is adequate to ensure job is processed efficiently.
 - CAM/CSR will coordinate with Operations and Transportation to ensure scheduled pickups are prompt, returns are secure, and requests for trays/tubs from customers are delivered.
 - CAM/CSR will keep customer advised of progress, and/or issues concerning all jobs being processed
 - CAM/CSR will resolve any issue that arises during the processing of each customer job, (ex: mailing requirements, processes required that were not anticipated at time of Job Ticket creation, count changes, etc.), after consulting with customer.

- **Printing/Data**
 - When notified of customer data is available from secure ftp site, secure email, or after being delivered by customer, Data will notify CAM/CSR to create a Job Ticket for that specific job.
 - Data will only then proceed with processing the data according to Job Ticket instructions.
 - All issues with data will be reported to CAM/CSR
 - When processing of data is complete, Data will notify Operations and forward data to appropriate department for further processing.
 - Data will create all USPS documentation for jobs that will be completed in Printing and Fulfillment.
 - The Print Department will compose a single page of job as a "Proof".
 - The Proof may or may not contain variable data .
 - The Proof is printed and attached to Job Ticket
 - The Job Ticket is returned to the CAM/CSR, who will forward it to Customer for approval
 - Once approval is obtained from Customer, the job will be fully composed, (variable data input into job.
 - The job is then sent to the appropriate printer in the Print Room for processing.
 - Print Room Quality Assurance monitors job's progress through printers .

ARROWMAIL PRESORT CO., INC. PROCEDURES MANUAL FOR HANDLING OF CUSTOMER MATERIAL

- If the job requires further processing, (ex: UV coating, cutting, collating, or booklet binding), per Job Ticket, it is then further processed in Print Room.
- Upon completion of Print Room tasks, job is then forwarded appropriately, either to USPS with appropriate USPS paperwork received from data, returned to Customer, or sent to another department within ARROWMAIL and Operations is notified.
- Fulfillment
 - Fulfillment will process all received Job Tickets after CAM/CSR has confirmed all customer material is available for specific Job Ticket
 - Quality Assurance will record finished piece count on Job Ticket and notify Supervisor of any count changes
 - Supervisor will notify CAM/CSR of discrepancies in piece count or additional processes needed to complete Job Ticket.
 - Operators will package/tray, and correctly label, job as it comes off equipment for submission directly to USPS.
 - Supervisor will attach appropriate USPS documentation received from Data to job and deliver to Transportation for delivery to USPS
 - For jobs not completed in Fulfillment, operations and CAM/CSR will be notified of departments' completion, and job will be moved to next applicable department.
- Handwork/Special Handling
 - This department will process that work received from customers that cannot be processed on our equipment. This will include hand folding, collating, inserting, sealing, and packaging.
 - For Special Handling customers, the following procedures are in place:
 - Driver will collect a sealed/locked container, (lockbox, envelope, or bag, etc.), from customer during scheduled pickup, as well as deliver empty container to be used for next pickup.
 - Driver will deliver sealed container to Operations Manager immediately upon arrival to ARROWMAIL.
 - Operations Manager will un-seal container, separate material by department destination, verify contents against customer supplied inventory of bag, and deliver to respective departments.
 - Any discrepancy in customer stated inventory and piece count actually received in bag will be reported immediately to CAM/CSR for customer notification and resolution before any processing of material will begin.
 - For material sent to Fulfillment, it will immediately be processed on appropriate equipment and then transferred to Barcode Room for processing.

ARROWMAIL PRESORT CO., INC. PROCEDURES MANUAL FOR HANDLING OF CUSTOMER MATERIAL

- For material sent to Handwork, material is processed per included instructions, sent to Meter Room for application of postage, and then forwarded to Barcode Room for processing.
- Accounting
 - Upon completion of all tasks detailed in Job Ticket, the Job Ticket is delivered to Accounting.
 - Accounting will use the detailed list of Services, processes, tasks, and piece counts to accurately invoice Customer.

ARROWMAIL PRESORT CO INC POLICY MANUAL FOR INTERACTION WITH CUSTOMERS

This manual defines the POLICIES that ARROWMAIL Presort Co., Inc.,(hereafter ARROWMAIL) specific to dealing with our customers.

SALES

- In all cases, the Customer Account Manager, (hereafter CAM), or Customer Service Representative, (hereafter CSR), will be the primary point of contact with customer. They are responsible for the daily interaction with customer, creating the appropriate Job Ticket for each job received from the customer, ensuring that it is specific, complete, and clearly identifying any "Special Requests" involved, (ex: RUSH, etc). This will be used to determine the pricing for the job, broken down by individual Services, and fees.
- The "Job Ticket" is the device with which ARROWMAIL defines a specific job. It includes the customer name, account number, contact person, phone number, and a very specific listing of the Services to be provided to the customer. These Services will be broken down into categories by department, and further sub-divided by specific services in each department. This instrument is the sole document used by accounting to determine the billing requirements for this specific job.
- The originating CAM/CSR is solely responsible for ensuring each job ticket is complete and accurate. Only the originating CAM/CSR can create, change, or modify a Job Ticket.
- The CAM/CSR is solely responsible for notifying customer of any issue with their material that has been identified as having "Mailing Requirements" discrepancies. These issues must be resolved before ARROWMAIL will process or present it to the USPS.
-

Transportation

- Driver
 - The responsibility of each driver is to arrive at customer site at the scheduled time. The driver will be provided with a means of communicating with the Transportation Supervisor to advise of any delays incurred due to unforeseen circumstances, traffic, accident, weather, etc.
 - The driver is responsible for identifying and advising Receiving/Transportation Supervisor of anything other than scheduled items picked up (this ensures that any special jobs, rush jobs, etc, are identified and properly scheduled and accounted for).
 - Ticket for, any special jobs, rush jobs, etc, are sent by customer without advance notice)
 - Secure vehicle whenever vehicle is empty and unattended, (while inside making pickup, gassing vehicle, etc)
- Receiving

ARROWMAIL PRESORT CO INC POLICY MANUAL FOR INTERACTION WITH CUSTOMERS

- Identify and advise Transportation Supervisor of any discrepancies/changes/errors detected at this stage. This material to be separated and secured until CAM/CSR has been advised, and has created a Job Ticket for this material.
- Responsible for transport of regularly scheduled customer material to the correct department based on the Services to be provided
- Keep all "Return to Customer" material organized and secure, and ensure it is given to driver for return promptly
- **Transportation Manager**
 - Transportation Supervisor must advise CAM/CSR of anything other than normally scheduled material the driver picks up from a customer site.
 - Transportation Supervisor is solely responsible for scheduling individual drivers, pickup times, and delivery times to both the USPS and to customer locations.
- **Operations**
 - Operations Manager is solely responsible for processing the customers material to the requirements identified in the Job Ticket as quickly, cost efficiently, and accurately as possible, while adhering to all applicable USPS rules and regulations
 - Operations Manager is solely responsible delegating and scheduling resources for "Special Jobs", or as needed to process all necessary segments of customer requirements as defined in Job Ticket.
 - Each department manager must keep Operations Manager apprised of progress of all jobs being processed, and of any issues they may have that could impact schedule, pricing, or counts.
 - Operations Manager must keep all CAM/CSR's advised of issues relating to scheduling, pricing, damage, or counts of their respective clients
 - Operations Manager is responsible for coordinating with USPS when necessary to schedule USPS appointments necessary for certain mail, and for notifying the USPS of special mail drops.
 - When customer material is identified as having "Mailing Requirements" issues, Operations Manager must notify CAM/CSR, and get issue resolved by contacting USPS for clarification. ARROWMAIL will not knowingly present to the USPS any material it has determined fails to meet mailing requirements for class/rate applied.
- **Meter**
 - Operators must document, using departments in-house accounting software, as well as using a handwritten backup log book, pieces processed, postage applied, damaged, or pieces otherwise unable to be processed.
- **Data**
 - All data to be used for a customer job must be received by either secure email, or company secure ftp site, or otherwise delivered to ARROWMAIL in a secure manner.
 - Data Supervisor will advise CAM/CSR when a discrepancy is identified between actual processed data, and what is identified in Job Ticket before job is released to next department.

ARROWMAIL PRESORT CO INC POLICY MANUAL FOR INTERACTION WITH CUSTOMERS

- All data will be archived for 90 days, and then destroyed
- E-Certified signature files will be returned to the customer as soon as available.
Arrowmail will only archive this data 90 days. All customer data will be destroyed after 90 days. It is the responsibility of the CUSTOMER to archive and distribute the signature files to the appropriate internal departments , if applicable. Once they have been sent to the customer, ARROWMAIL PRESORT CO., Inc., is NOT responsible for maintaining these files
- Fulfillment
 - Each job processed from Data Department must have the Piece count recorded and compared with Job Ticket processed count to ensure list accuracy. Discrepancy between Job Ticket and equipment count must be reported to CAM/CSR and documented on Job Ticket.
- Barcode Room
 - Customer Billing Reports must be generated daily to ensure accurate and timely billing
 - All mail not certified NCOA, (National Change of Address), will be processed FastForward enabled. All customers will be assigned a FFMUN account, given instructions on how to access it, and be WHOLLY responsible for using it to maintain their mailing list Integrity and to meet relevant USPS requirements.
 - Any MERLIN failure postage penalty deemed to be due to Move Update non-compliance, if deemed to be caused by an individual customer, will be billed to that customer after notification and presentation to customer of samples taken from offending mail.
- Accounting
 - Accounting will notify CAM when discrepancies are identified, billing only after verification process is complete
- Engineering
 - Engineering is solely responsible for all applicable software updates to all mail processing equipment.
 - Engineering Manager is solely responsible for all but Print Room Quality Assurance issues and their resolution.
- Quality Assurance
 - Quality Assurance personnel in each production department are solely responsible for determining the USPS acceptability of any job being processed. If an issue is detected, they must immediately notify the department supervisor, and production must stop until issue has been resolved.
- Security
 - No employee shall possess any video or still camera in any production area. This includes cell phones.
 - No personal bags, shopping bags, purses, clothing, or any other item that has not been approved shall be allowed in any production department.

ARROWMAIL PRESORT CO INC POLICY MANUAL FOR INTERACTION WITH CUSTOMERS

- Employees must wear company issued identification at all times while on company property.
- All visitors to ARROWMAIL must sign in at reception and wear company provided identification badges and be escorted while in any production area.
- All production departments will be monitored by cctv cameras
- ARROWMAIL security officer is solely responsible to monitor parking employee parking lots, and allow ingress and egress of vehicles to loading docks

