



City of Hollywood, Florida

2600 HOLLYWOOD BLVD. • P.O. Box 229045 • ZIP 33022-9045

DATE: **October 15, 2014**

RE: **BLANKET ORDER # B002524**

PRODUCT/SERVICE: **Desktop Delivery of Virgin & Recycled Copier Paper (white and various colors)**

**Mac Papers
Attn: Chris Jones
5900 NW 176 Street
Miami, Florida 33015**

Telephone Contact: **305-362-9699**

FAX: **305-362-0262**

Email: **chris.jones@macpapers.com**

Dear Vendor:

This is to inform you that the City of Hollywood, Florida is entering into a Blanket Order with your Company based on one of the following:

- | | | |
|-------------------------------------|---|--------|
| <input type="checkbox"/> | FORMAL BID # | |
| <input type="checkbox"/> | INFORMAL BID # | DATED: |
| <input type="checkbox"/> | RENEWAL OF FORMAL BID # | DATED: |
| <input type="checkbox"/> | EXTENSION OF FORMAL BID/RFP# | DATED: |
| <input type="checkbox"/> | WRITTEN QUOTATION # | DATED: |
| <input type="checkbox"/> | VERBAL QUOTATION PER | DATED: |
| <input checked="" type="checkbox"/> | STATE OF FLORIDA CONTRACT # 645-120-10-1 | DATED: |
| <input type="checkbox"/> | BROWARD COUNTY BID # | |
| <input type="checkbox"/> | OTHER: | |

The term of this order is **10/18/2014** through **10/17/2015**. (**1st renewal period approved via R-2014-297**)

The estimated dollar value is **\$55,000.00 annually**.

The obligations of the City of Hollywood under this order are subject to the availability of funds lawfully appropriated for its purpose by the City Commission and are subject to the terms and conditions contained on the Purchase Order form.

Certificates of insurance meeting the requirements of the Risk Manager and naming the City of Hollywood as additional insured must be provided. Please fax copies to Procurement Services at 954-921-3086.

The City of Hollywood Departments will issue hard copy orders against this Blanket Order as your authorization to deliver. All invoices must reference each unique document number.

If you have any questions, please contact **Ralph Dierks** at (954) 921-3223.

c: All Departments, Offices & Divisions
Financial Services

TERMS AND CONDITIONS

The following Terms and Conditions are applicable to this order entered into by and between the City of Hollywood (referred to as Buyer) and Vendor (referred to as Seller).

MODIFICATIONS

This purchase order form, and any other document pertaining to this transaction which has been acknowledged in writing by the Director is a complete and exclusive statement of this order. Accordingly no modification or amendment shall be binding upon the Buyer unless signed by the Director. The City Attorney has approved these standard terms and conditions as to form and legality. Accordingly no modification of these terms and conditions shall be binding upon buyer unless they are endorsed and approved by the City Attorney. In the event of a conflict between these terms and conditions and any other document pertaining to the transaction covered by this order, these terms and conditions shall prevail.

ASSIGNMENT

Any assignment of this order or the performance of work hereunder, in whole or in part, is prohibited.

EXCUSABLE DELAYS

The Buyer may grant additional time for any delay or failure to perform hereunder if the delay will not adversely impact the best interests of the Buyer and is due to causes beyond the control of Seller. Such grant must be in writing and made part of the order.

DEFAULT

In the event of default by the Seller, Buyer may procure the articles or services covered by this order from other sources and hold Seller responsible for any excess costs occasioned thereby, in addition to all other available remedies at law or equity.

TERMINATION

Buyer, acting through its City Manager or his/her designee, reserves the right to terminate this order in whole or in part for default (a) if Seller fails to perform in accordance with any of the requirements of this order or (b) If Seller becomes insolvent or suspends any of its operations or if any petition is filed or proceeding commenced by or against Seller under any State or Federal Law relating to bankruptcy, reorganization, receivership or assignment for the benefit of creditors. Any such termination will be without liability to Buyer except for completed items delivered and accepted by the Buyer. Seller, will be liable for excess costs of procurement.

F.O.B.

In those cases where F O.B. point is not Destination, Seller is required to prepay freight charges and list separately on invoice. Collect shipments will not be accepted.

TERMS

By accepting this order, the Seller agrees that payment terms shall be Net 30 unless otherwise stated.

INVOICING

Seller must render original invoice to the City of Hollywood, Department of Financial Services, P.O. Box 229045, Hollywood, Florida 33022-9045.

TAX

The City of Hollywood is exempt from Federal and State taxes for tangible personal property. Sellers doing business with the City, which are not otherwise exempt, shall not be exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the City, nor shall any Seller be authorized to use the City Tax Exemption Number in securing such materials

RESPONSIBILITY

Responsibility will not be accepted for any goods delivered or services performed unless covered by a duly signed and authorized City of Hollywood order, issued by the Procurement Services Division.

ACCEPTANCE

Sellers acceptance of this order will be presumed unless Seller acknowledges exception, in writing, to Buyer within ten (10) calendar days after date of order.

DELIVERIES

Deliveries are to be made during the hours of 7:30 a.m. to 4:00 p.m. Monday through Friday, excluding holidays, unless otherwise stipulated. Seller shall notify the Buyer of deliveries that require special handling and/or assistance for off-loading. Failure to notify the Buyer concerning this type of delivery will

result in the billing to Seller of any add-on redelivery, storage or handling charges.

INSPECTION

All Commodities delivered on this order are subject to inspection upon receipt by a representative of the Buyer. All rejected commodities shall remain the property of the Seller and will be returned at the Seller's expense.

QUANTITIES

Quantities specified in the order cannot be changed without Buyer approval. Goods shipped in excess of quantity designated may be returned at the Seller's expense.

PAYMENT CHANGES

Payments will be made only to the company and address as set forth on order unless the Seller has requested a change thereto on official company letterhead, signed by an authorized officer of the company.

ANTI-DISCRIMINATION

Sellers doing business with the Buyer are prohibited from discriminating against any employee, applicant or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensations, methods and training selection.

UNIFORM COMMERCIAL CODE

Florida law, including without limitation the Uniform Commercial Code (Chapter 670 – 680, Florida Statutes), shall apply to and supplement the terms and conditions of this order. Venue shall lie in a court of competent jurisdiction in Broward County, Florida.

LEGAL RESPONSIBILITY

By accepting this order, Seller understands and agrees that the items covered herein, or services to be rendered, shall be manufactured, sold or performed in compliance with applicable Federal, State, County and Local laws, ordinances, rules and regulations. Lack of knowledge by the Seller shall in no way be a cause for relief from responsibility

LIABILITY - COPYRIGHT/PATENT/TRADENAME

Seller shall save and hold harmless Buyer, its officers, employees and agents from liability for infringement of any United States patent, trademark or copyright for or on account of the use of any product sold to Buyer or used in the performance of this order.

INDEMNIFICATION

Seller shall indemnify, hold harmless and defend Buyer, its officers, employees and agents from and against any and all claims, damages, liability, judgments or causes of action, including costs, expenses and attorney fees, incurred as a result of any error, omission or negligent act by the Seller, its officers, employees, agents, subcontractors or assignees arising out of this order.

OCCUPATIONAL SAFETY AND HEALTH

Seller must comply with requirements under Chapter 442, Florida Statutes, that any toxic substance delivered as a part of this order must be accompanied by a Materials Safety Data Sheet (M.S.D.S.).

REPRESENTATIVE

All parties to this order agree that the representatives named herein are, in fact, bonafide and possess full and complete authority to bind said parties.

PUBLICITY

No endorsement by the City of the product and/or service will be used by Seller in any way, manner or form in product literature or advertising.

INSURANCE

The Seller of services must have secured and maintained the required amount of \$1,000,000 general and \$500,000 automobile liability limits and must list the City as an additional insured of this coverage. The Seller must have worker's compensation coverage as required by law. Any exception to the above stated limits or other requirements must be endorsed and approved by the City of Hollywood Risk Manager.

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
10/18/13 - 10/17/15

SHEETS/REAM, 10 REAMS/CASE

MFG: DOMTAR

ITEM #065980

(5 - 39 CASES)

STATE CONTRACT #645-120-10-1

INCLUDES DESKTOP DELIVERY

ACCEPTS "VISA" PROCUREMENT CARD
ORDERS

N 245700019443 CS 00000001.0000 00000010.0000 41.72000 00000000.0000

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D

- MIAMI 645/33

COPIER PAPER: RECYCLED,
8 1/2 X 14, DUAL PURPOSE, WHITE,
30% PC CONTENT, HUSKY XEROCOPY 3,
20 LB., 92 BRIGHTNESS, 500
SHEETS/REAM, 10 REAMS/CASE

MFG: DOMTAR

ITEM #064793

(5 - 39 CASES)

STATE CONTRACT #645-120-10-1

INCLUDES DESKTOP DELIVERY

ACCEPTS "VISA" PROCUREMENT CARD
ORDERS

N 245700020144 CS 00000001.0000 00000800.0000 28.19000 00000000.0000

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- MIAMI 645/33

COPIER PAPER:
VIRGIN 8 1/2 X 11
WHITE, DUAL PURPOSE, QUICKCOPY
XEROGRAPHIC, 20 LB., 92 BRIGHTNESS,
500 SHEETS/REAM, 10 REAMS/CARTON

MFG: DOMTAR

ITEM #065960

(5 - 39 CASES)

STATE CONTRACT #645-120-10-1

INCLUDES DESKTOP DELIVERY

ACCEPTS "VISA" PROCUREMENT CARD
ORDERS

RESOLUTION NO. R-2014-297

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA, AUTHORIZING THE APPROPRIATE CITY OFFICIALS TO ISSUE THE ATTACHED BLANKET PURCHASE ORDER RENEWING THE AGREEMENT BETWEEN MAC PAPERS, INC. AND THE CITY OF HOLLYWOOD FOR THE SUPPLY AND DESKTOP DELIVERY OF OFFICE COPY PAPER, VIRGIN AND RECYCLED, FOR AN ESTIMATED ANNUAL EXPENDITURE OF \$55,000.00.

WHEREAS, the City of Hollywood requires an agreement to provide a Copy Paper Supply Program including desktop delivery to all City Departments, Divisions and Offices; and

WHEREAS, the required commodity has been competitively bid by the State of Florida, Bid Number 645-120-10-1, for its requirements and other government entities within the State; and

WHEREAS, the contract was awarded to Mac Papers, Inc. of Miami, Florida, for an initial one (1) year period with options to renew for four (4) additional one (1) year periods; and.

WHEREAS, on September 13, 2013, via City Manager approval, a Blanket Purchase Order was issued to Mac Papers, Inc. for the Supply and Desktop Delivery of Office Copy Paper, Virgin and Recycled, for a one (1) year period with option to renew for four (4) additional one (1) year periods; and

WHEREAS, the copy paper price reflects the governmental price incentives that make the contractual price more advantageous for the City to purchase the copy paper off the State of Florida Contract rather than pursue the present marketplace; and

WHEREAS, Section 38.40 (C)(5) of the Purchasing Ordinance allows the Director to procure, without following formal procedures, all goods and services which are subject of contracts with the state, its political subdivisions, the United States government, other governmental entities, or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, provided however, the goods and services are: (i) the subject of a price schedule negotiated by the state or the United States government, or (ii) the subject of a contract with another governmental entity or a corporation not for profit whose members are governmental entities, public officers, or any combination thereof, which contract is based strictly on competitive bids or competitive proposals and not on any preference; and

WHEREAS, the estimated annual expenditure has increased to a dollar amount in excess of \$50,000.00, which requires City Commission approval; and

WHEREAS, Mac Paper is currently providing the Desktop Delivery of Virgin and Recycled Copy Paper to the City and their product and performance have been satisfactory; and

WHEREAS, it is the recommendation of the Director of Procurement Services that approval be given to issue the attached blanket purchase order for the first one (1) year renewal period, with Mac Papers, Inc. for the Desktop Delivery of Virgin and Recycled Copy Paper, for an estimated annual expenditure of \$55,000.00; and

WHEREAS, award is subject to the City receiving all insurance required and approved by the City's Risk Manager, along with signed statements of Hold Harmless and Indemnity to the City; and

WHEREAS, funding for this agreement has been provided in the FY 2015 budget in individual departmental 5101 Office Supplies Accounts and/or individual departmental 4712 Printing and Binding Accounts, and will be budgeted in subsequent fiscal years;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF HOLLYWOOD, FLORIDA:

Section 1: That it hereby approves and authorizes the issuance, by the appropriate City Officials, of the attached blanket purchase order between Mac Papers, Inc. and the City of Hollywood, together with such non material changes as may be subsequently agreed to by the City Manager and approved as to form and legality by the City Attorney.

Section 2: That this resolution shall be in full force and effect immediately upon its passage and adoption.

PASSED AND ADOPTED this 15 day of Oct, 2014.




PETER BOBER, MAYOR

ATTEST:



PATRICIA A. CERNY, MMC, CITY CLERK

APPROVED AS TO FORM AND LEGALITY
for the use and reliance of the
City of Hollywood, Florida, only.



JEFFREY P. SHEFFEL, CITY ATTORNEY 47



CITY OF HOLLYWOOD, FLORIDA

PROCUREMENT SERVICES DIVISION

2600 HOLLYWOOD BLVD. · ROOM 303 · P. O. BOX 229045 · ZIP 33022-9045
PHONE: 954-921-3299 · FAX: 954-921-3086

July 21, 2014

Mac Papers
Attn: Christopher Jones
5900 N.W. 176th Street
Miami, Florida 33015

Dear Mr. Jones:

Our Agreement for Desktop Delivery of Virgin and Recycled Copier Paper for the City of Hollywood based upon the State of Florida contract #645-120-10-1, Blanket Purchase Order B002524, expires on October 17, 2014.

The Procurement Services Division would like to renew the agreement for a one (1) year period under the terms, conditions and pricing as the City of Hollywood Blanket Purchase Order B002524 (copy attached).

If you are willing to honor your bid pricing and renew this agreement, please sign below. If you are not, please sign and explain reason(s) in a separate letter.

Renewal is subject to the receipt of all required insurance certificate(s). If you have not already done so, please forward updated certificates directly to Procurement Services.

Thanks for your help with this matter and as always, please call me at 954-921-3223 or e-mail to rdierks@hollywoodfl.org if you have questions.

A response as soon as possible would be appreciated.

Sincerely,

Ralph Dierks, Procurement Manager
Procurement Services Division

I agree: _____
(Signature)

I disagree: _____

Name: CHRIS JONES
(Typed or Printed)

Date: 9/15/14



Department of Management Services

[Florida Department of Management Services](#) > [Business Operations](#) > [State Purchasing](#) > [Vendor Information](#) > [State Contracts and Agreements](#) > [State Term Contracts](#) > Paper: Office, Virgin and Recycled Content

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Paper: Office, Virgin and Recycled Content645-120-10-1

Effective Period	03/25/2010 through 02/25/2016
Contract Type	State Term Contract
Contract Information	<ul style="list-style-type: none">• Pricing• Contractors• How to Use this Contract• Frequently Asked Questions
Contract Documents	Microsoft Word ( 746.00 KB) PDF ( 789.32 KB) Amendments and Memorandums
Contract Administration	<ul style="list-style-type: none">• Christopher McMullen 850-922-9867• christopher.mcmullen@dms.myflorida.com
Commodity Codes	645-120, UNSPSC-14111500



Description

This state term contract includes copier paper, both virgin and recycled (10-carton minimum order). Paper sizes include 8.5" X 11," 11" X 17," and 23" X 35." Three-hole punch is available on 8.5" X 11."

Benefits

- Wide variety of sizes and colors available at significant discounts
- Many climate-friendly products

Document reader download link

-  [MS Word Viewer](#)
-  [Adobe PDF Reader](#)

STC # 645-120-10-1 Office Paper: Virgin and Recycled
 Contractor: Mac Papers, Inc.

Commodity	Product Description	Manufacture Name	Recycled	Green	Qty: 5-39 Ctn (a)	Qty: 40-99 Ctn (b)	Qty: 100-199 Ctn (c)	Qty: 200-799 Ctn (d)	Qty: 840 Ctn (e)	Qty: 1680 Ctn (2TL)	Qty: 2520 Ctn (3TL)	Qty: 3360 Ctn (4TL)
Type I, Class A, Premium No. 4, Xerographic, Dual-Purpose, Cut-Size												
645-120-970-0100	Paper, Dual Purpose, White Quickcopy, 8.5 x 11, 20lb., 92 Bright	Domtar	N	N	\$ 28.19	\$ 27.95	\$ 27.70	\$ 27.45	\$ 26.33	\$ 26.20	\$ 26.06	\$ 25.93
645-120-970-0101	Paper, Dual Purpose, White Quickcopy, 8.5 x 11, 20lb White Virgin (3HP) 92 Bright	Domtar	N	N	\$ 30.64	\$ 30.37	\$ 30.10	\$ 29.84	\$ 28.64			
645-120-970-0120	Paper, Dual Purpose, White Quickcopy, 8.5 x 14, 20lb White Virgin 92 Bright	Domtar	N	N	\$ 39.04	\$ 38.71	\$ 38.36	\$ 38.02	\$ 36.50			
645-120-970-0140	Paper, Dual Purpose, White Quickcopy, 11 x 17, 20lb White Virgin, 92 Bright	Domtar	N	N	\$ 30.64	\$ 30.37	\$ 30.10	\$ 29.84	\$ 28.64			
Type I, Class B, Premium No. 4, Xerographic, Dual-Purpose, Cut size, Recycled												
645-120-710-0100	Paper, Dual Purpose, White, 30% PC Husky, 8.5 x 11, 20lb White Recycled	Domtar	Y	Y	\$ 30.07	\$ 29.81	\$ 29.55	\$ 29.28	\$ 28.08	\$ 27.94	\$ 27.80	\$ 27.66
645-120-710-0101	Paper, Dual Purpose, White, 30% PC Husky, 8.5 x 11, 20lb White Recycled (3HP)	Domtar	Y	Y	\$ 32.55	\$ 32.26	\$ 31.97	\$ 31.80	\$ 30.41			
645-120-710-0110	Paper, Dual Purpose, White, 30% PC Husky, 8.5 x 14, 20lb White Recycled	Domtar	Y	Y	\$ 41.47	\$ 41.10	\$ 40.75	\$ 40.38	\$ 38.76			
645-120-710-0120	Paper, Dual Purpose, White, 30% PC Husky, 11 x 17, 20lb White Recycled	Domtar	Y	Y	\$ 32.55	\$ 32.26	\$ 31.97	\$ 31.70	\$ 30.41			

STC # 645-120-10-1 Office Paper, Virgin and Recycled
 Contractor: Mac Papers, Inc.

Type I, Class B, Premium, No. 4 Xerographic, Dual-Purpose, Cut size, Recycled, Colors (more colors may be available - contact Contractor)										
Item No.	Description	Domtar	Y	Y	\$	\$	\$	\$	\$	\$
645-120-710-0105	Paper, Dual Purpose, Colors, 30% PC, 8.5 x 11, 20lb Blue, Buff, Green, Pink, Goldenrod, Yellow	Domtar	Y	Y	\$ 34.87	\$ 34.58	\$ 34.29	\$ 34.00	\$ 32.73	
645-120-710-1105	Paper, Dual Purpose, Colors, 30% PC, 8.5 x 11, 20lb (3HP) Blue, Buff, Green, Pink, Goldenrod, Yellow	Domtar	Y	Y	\$ 37.41	\$ 37.10	\$ 36.79	\$ 36.48	\$ 34.78	
645-120-710-0115	Paper, Dual Purpose, Colors, 30% PC, 8.5 x 14, 20lb Blue, Buff, Green, Pink, Goldenrod, Yellow	Domtar	Y	Y	\$ 47.59	\$ 47.20	\$ 46.80	\$ 46.41	\$ 44.24	
645-120-710-0125	Paper, Dual Purpose, Colors, 30% PC, 11 x 17, 20lb Blue, Buff, Green, Pink, Goldenrod, Yellow	Domtar	Y	Y	\$ 37.41	\$ 37.10	\$ 36.79	\$ 36.48	\$ 34.78	
Type II, Class A, No. 1 Laser, Print										
645-120-820-0100	Paper, Dual Purpose, White Laser, 8.5 x 11, 24lb White Domtar Copy	Domtar	N	N	\$ 36.69	\$ 36.07	\$ 35.79	\$ 34.85	\$ 33.32	
Type IV, Class B, No. 1, Index, Recycled										
645-120-190-0100	Paper, Dual Purpose, White 30% PC, 8.5 x 11, 110lb White Springhill Index	International Paper	Y	Y	\$ 37.36	\$ 36.73	\$ 35.79	\$ 35.47	\$ 34.21	



CITY OF HOLLYWOOD, FLORIDA

Mac Paper, Inc.

COPIER PAPER ORDER FORM

TO BE USED WITH:

OPTION A: REQUISITION/PURCHASE ORDER METHOD

OR

OPTION B: PROCUREMENT CARD METHOD

BLANKET PURCHASE ORDER NO. B002524

ACCOUNT NUMBER HO-0115

Date: _____ Requisition No. _____
Department Name: _____ Area No. _____
Card Holder's Name: _____ Card Expiration Date: _____
Procurement Card No.: _____
Delivery Address: _____
GEMS Ship to Address No: _____ Room No.: _____
Contact Name: _____ Phone No.: _____
Fax No.: _____

Quantity (Minimum 5 Cases)	Unit	Manufacturer/Stock Number	Manufacturer Name Product Description
	Case(s)	Domtar Quick Copy #065960	8 1/2" x 11" Copy Paper – Virgin \$28.19
	Case(s)	Domtar Husky Xero Copy #064980	8 1/2" x 11" Copy Paper – Recycled \$30.07
	Case(s)	Domtar Quick Copy #065970	8 1/2" x 14" Copy Paper – Virgin \$39.04
	Case(s)	Domtar Husky Xero Copy #064793	8 1/2" x 14" Copy Paper – Recycled \$41.47

Special Instructions:

Approved by: _____

Cardholder's Signature: _____

Note: On all Procurement Card orders an itemized receipt shall be provided with each delivery and no invoice is to be sent to the City

5900 N.W. 176th Street, Miami, Florida 33015
Phone: 305-362-9699 / Fax for ordering: 305-362-0262