



City of Hollywood, Florida

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

DATE: **September 1, 2015**

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 **10/18/2015** through **3/25/2016**. (Extension to match current State Contract expiration date).

The estimated dollar value is **\$14,000.00** for extension period.

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

APPROVED By:  Date: 9-1-15
Signature

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 to 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 to 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/TRADEMARK

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 an 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 - 03/25/16

4 1803 0 D 645/33 41.7200 00000000.0000
 MAC PAPERS - MIAMI
 BPO DESCRIPTION: SHEETS/REAM, 10 REAMS/CASE
 BPO DESCRIPTION: MFG: DOMTAR
 BPO DESCRIPTION: ITEM #065980
 BPO DESCRIPTION: (5 - 39 CASES)
 BPO DESCRIPTION: STATE CONTRACT #645-120-10-1
 BPO DESCRIPTION: INCLUDES DESKTOP DELIVERY
 BPO DESCRIPTION: ACCEPTS "VISA" PROCUREMENT CARD
 BPO DESCRIPTION: ORDERS

5 1803 0 A REVISED 28.1900 00000253.0000
 MAC PAPERS - MIAMI
 BPO DESCRIPTION: COPIER PAPER: RECYCLED,
 BPO DESCRIPTION: VIRGIN 8 1/2 X 11
 BPO DESCRIPTION: WHITE, DUAL PURPOSE, QUICKCOPY
 BPO DESCRIPTION: XEROGRAPHIC, 20 LB., 92 BRIGHTNESS,
 BPO DESCRIPTION: 500 SHEETS/REAM, 10 REAMS/CARTON
 BPO DESCRIPTION: MFG: DOMTAR
 BPO DESCRIPTION: ITEM #065960
 BPO DESCRIPTION: (5 - 39 CASES)
 BPO DESCRIPTION: STATE CONTRACT #645-120-10-1
 BPO DESCRIPTION: INCLUDES DESKTOP DELIVERY
 BPO DESCRIPTION: ACCEPTS "VISA" PROCUREMENT CARD
 BPO DESCRIPTION: ORDERS

BLANKET PURCHASE ORDERS
10/18/13 - 03/25/16

BPO DESCRIPTION:					
BPO DESCRIPTION:					
BPO DESCRIPTION:					
6	1803	0	B REVISED	N 245700020145 CS	00000001.0000 00000005.0000 39.04000 00000000.0000
	MAC PAPERS		645/33		
	- MIAMI				
BPO DESCRIPTION:	COPIER PAPER:				
BPO DESCRIPTION:	VIRGIN 8 1/2 X 14				
BPO DESCRIPTION:	WHITE, DUAL PURPOSE, QUICKCOPY				
BPO DESCRIPTION:	XEROGRAPHIC, 20 LB., 92 BRIGHTNESS,				
BPO DESCRIPTION:	500 SHEETS/REAM, 10 REAMS/CARTON				
BPO DESCRIPTION:	MFG: DOMTAR				
BPO DESCRIPTION:	ITEM #065970				
BPO DESCRIPTION:	(5 - 39 CASES)				
BPO DESCRIPTION:	STATE CONTRACT #645-120-10-1				
BPO DESCRIPTION:	INCLUDES DESKTOP DELIVERY				
BPO DESCRIPTION:	ACCEPTS "VISA" PROCUREMENT CARD				
BPO DESCRIPTION:	ORDERS				
BPO DESCRIPTION:	NEW PRICING EFFECTIVE				
BPO DESCRIPTION:	OCTOBER 18, 2014				
7	1803	0	C REVISED	N 245700020146 CS	00000001.0000 00000200.0000 30.07000 00000015.0000
	MAC PAPERS		645/33		
	- MIAMI				
BPO DESCRIPTION:	COPIER PAPER: RECYCLED,				
BPO DESCRIPTION:	8 1/2 X 11 DUAL PURPOSE, WHITE,				
BPO DESCRIPTION:	30% PC CONTENT, HUSKY XEROCOPY, 20				
BPO DESCRIPTION:	LB., 92 BRIGHTNESS, 500				
BPO DESCRIPTION:	SHEETS/REAM, 10 REAMS/CASE				
BPO DESCRIPTION:	MFG: DOMTAR				
BPO DESCRIPTION:	ITEM #065980				
BPO DESCRIPTION:	(5 - 39 CASES)				
BPO DESCRIPTION:	STATE CONTRACT #645-120-10-1				
BPO DESCRIPTION:	INCLUDES DESKTOP DELIVERY				
BPO DESCRIPTION:	ACCEPTS "VISA" PROCUREMENT CARD				
BPO DESCRIPTION:	ORDERS				
BPO DESCRIPTION:	NEW PRICING EFFECTIVE				
BPO DESCRIPTION:	OCTOBER 18, 2014				
8	1803	0	D REVISED	N 245700020147 CS	00000001.0000 00000010.0000 41.47000 00000000.0000
	MAC PAPERS		645/33		
	- MIAMI				
BPO DESCRIPTION:	COPIER PAPER: RECYCLED,				
BPO DESCRIPTION:	8 1/2 X 14, DUAL PURPOSE, WHITE,				

CITY OF HOLLYWOOD
BLANKET PURCHASE ORDERS
10/18/13 - 03/25/16

BPO DESCRIPTION: 30% PC CONTENT, HUSKY XEROCOPY 3,
 BPO DESCRIPTION: 20 LB., 92 BRIGHTNESS, 500
 BPO DESCRIPTION: SHEETS/REAM, 10 REAMS/CASE
 BPO DESCRIPTION: MFG: DOMTAR
 BPO DESCRIPTION: ITEM #064793
 BPO DESCRIPTION: (5 - 39 CASES)
 BPO DESCRIPTION: STATE CONTRACT #645-120-10-1
 BPO DESCRIPTION: INCLUDES DESKTOP DELIVERY
 BPO DESCRIPTION: ACCEPTS "VISA" PROCUREMENT CARD
 ORDERS
 BPO DESCRIPTION: NEW PRICING EFFECTIVE
 BPO DESCRIPTION: OCTOBER 18, 2014

9 1803 0 COLORS N 259500031195 CS 00000001.0000 00000025.0000 34.87000 00000000.0000

MAC PAPERS - MIAMI 645/33
 BPO DESCRIPTION: COPIER PAPER: RECYCLED 8 1/2 X 11
 BPO DESCRIPTION: XEROGRAPHIC, DUAL PURPOSE, CUT
 BPO DESCRIPTION: SIZE, 30% PC, 20 LB.
 BPO DESCRIPTION: 500 SHEETS/REAM, 10 REAMS/CARTON
 BPO DESCRIPTION: MFG: DOMTAR
 BPO DESCRIPTION: ITEM #645-120-710-0105
 BPO DESCRIPTION: VARIOUS COLORS: BLUE, BUFF, GREEN,
 BPO DESCRIPTION: PINK, GOLDENROD, YELLOW
 BPO DESCRIPTION: (5 - 39 CASES)
 BPO DESCRIPTION: FL. STATE CONTRACT #645-120-10-1
 BPO DESCRIPTION: INCLUDES DESKTOP DELIVERY
 BPO DESCRIPTION: ACCEPTS "VISA" PROCUREMENT CARD
 BPO DESCRIPTION: ORDERS



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 20, 2015

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, 2015.

The Procurement Services Division would like to extend the agreement through March 25, 2016 (same as the State Contract expiration date) 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 extend 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: CHRISTOPHER JONES
(Typed or Printed)

Date: 8/11/15