



# City of Hollywood, Florida

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

DATE: **May 4, 2016**

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 # <b>645-120-10-1</b> | DATED: |
| <input type="checkbox"/>            | BROWARD COUNTY BID #                            |        |
| <input type="checkbox"/>            | OTHER:  |        |

The term of this order is **3/25/2016** through **9/25/2016**. (**Extension to State Contract expiration date per Amendment No. 4**).

The estimated dollar value is **\$35,000.00 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

**AMENDMENT NO.: 4**  
**Paper, Office, Virgin and Recycled Content**  
**State Term Contract No.: 645-120-10-1**

**This Amendment No. 4 ("Amendment"), effective March 25, 2016, to the, State Term Contract No. 645-120-10-1 ("Contract"), between the State of Florida, Department of Management Services ("Department") and Mac Papers, Inc. ("Contractor") are collectively referred to herein as the "Parties." All capitalized terms used herein shall have the meaning assigned to them in the Contract, unless otherwise defined herein.**

**WHEREAS** the Department awarded the above referenced Contract for the provision of copier paper, both virgin and recycled, pursuant to ITB No.11-645-120-C and

**WHEREAS** the Parties agreed that the Contract may be amended by mutual agreement as provided in section 4.42 "Modification of Terms" of the contract and

**WHEREAS** the Parties agree to extend the contract as provided in section 287.057(12), Florida Statutes for a period of six months, effective March 25, 2016. This extension shall be terminated on September 25, 2016, or upon the execution of a new contract for copier paper, both virgin and recycled, whichever occurs first.

**THEREFORE**, in consideration of the mutual promises contained below, and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, the Parties agree to the following:

**I. Contract Amendment.**

a. The Contract is amended to add the following sections:

**5.12 Access to Public Records**

- (1) If, under this Contract, the Contractor is providing services, the Department may unilaterally cancel the Contract for refusal by the Contractor to allow access to all public records, including documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from s. 24(a) of Art. I of the State Constitution and section 119.07(1), Florida Statutes.
- (2) If, under this Contract, the Contractor is providing services and is acting on behalf of a public agency as provided by section 119.0701(1)(b), Florida Statutes, the Contractor shall:
  - (a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
  - (b) Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

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(c) Ensure that public records that are exempt or confidential and exempt from public 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 public agency all public records in possession of the Contractor upon termination of the 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 public agency in a format that is compatible with the information technology systems of the public agency.

**Protection of Trade Secrets or Other Confidential Information**

- (1) If the Contractor considers any portion of materials made or received in the course of performing the Contract ("contract-related materials") to be trade secret under section 812.081, Florida Statutes, or otherwise confidential under Florida or federal law, the Contractor must clearly designate that portion of the materials as "confidential" when submitted to the Department.
- (2) If the Department receives a public records request for contract-related materials designated by the Contractor as "confidential," the Department will provide only the portions of the contract-related materials not designated as "confidential." If the requester asserts a right to examine contract-related materials designated as "confidential," the Department will notify the Contractor. The Contractor will be responsible for responding to and resolving all claims for access to contract-related materials it has designated "confidential."
- (3) If the Department is served with a request for discovery of contract-related materials designated "confidential," the Department will promptly notify the Contractor about the request. The Contractor will be responsible for filing, the appropriate motion or objection in response to the request for discovery. The Department will provide materials designated "confidential" only if the Contractor fails to take appropriate action, within timeframes established by statute and court rule, to protect the materials designated as "confidential" from disclosure.
- (4) The Contractor shall protect, defend, and indemnify the Department for claims, costs, fines, and attorney's fees arising from or relating to its designation of contract-related materials as "confidential."

**Retention of Records**

Contractor shall retain sufficient documentation to substantiate claims for payment under the Contract, and all other records made in relation to the Contract, for five (5) years after expiration or termination of the Contract.

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**II. Contract Extension.** Pursuant to sections 287.057(12), Florida Statutes, the State Term Contract No. 645-120-10-1 is extended for a period of six months at the same terms and conditions, with a new contract expiration date of September 25, 2015 or upon the execution of a new contract for copier paper, both virgin and recycled, whichever occurs first.

**III. Conflict.** To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control.

**IV. Warrant of Authority.** Each person signing this Amendment warrants that he or she is duly authorized to do so and to bind the respective party.

**V. Effect.** Unless otherwise modified by this Amendment, all terms and conditions contained in the Contract shall continue in full force and effect.

**State of Florida,  
Department of Management Services**

By: 

Name: Erin Rock  
Title: Deputy Secretary  
Date: 3-10-16

**Contractor:  
Mac Papers, Inc.**

By: 

Name: Steve Collins  
Title: VP Purchasing  
Date: 3/1/2016