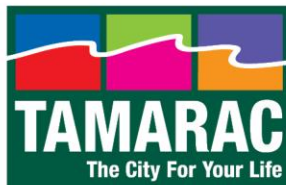


**PURCHASING AND
CONTRACTS DIVISION**



Date Issued: August 6, 2013

**REQUEST FOR PROPOSAL –
13-23R OFFICE SUPPLIES FOR THE SE FLORIDA GOVERNMENTAL
PURCHASING COOPERATIVE**

Due Date: August 21, 2013 @ 3:00 P.M.

ALL QUALIFIED FIRMS:

The City of Tamarac is currently interested in obtaining information regarding the furnishing of Office Supplies to the Southeast Florida Governmental Purchasing Cooperative (Co-op). The Co-op is comprised of approximately 43 governmental entities in the Southeast Florida area, including representatives from Broward, Miami-Dade and Palm Beach Counties.

The purpose of this request is to obtain proposals regarding the pricing, terms, conditions and capabilities of firms that provide office supplies. The City is aware that there are a number of consortium agreements and/or governmental agreements that permit governmental entities to purchase office supply needs without the need to issue a formal solicitation, and as such, we are requesting information regarding any such program that your firm currently has in place. We will also review pricing and capabilities of firms that do not currently have such agreements in place.

A questionnaire has been provided related to specific requirements for members of the Co-op, and we ask that you submit your response to this request including all of your pricing and questionnaire responses either by mail or hand delivery, **on or before the date and time referenced above**. Any submittals received **after** 3:00 p.m. on said date will **not** be accepted under **any** circumstances. Any uncertainty regarding the time a submittal is received will be resolved against the submitting vendor. Official time will be measured by the time stamp in the City of Tamarac Purchasing and Contracts Division Office.

Request for Information documents may be obtained from the Purchasing Office or via the Internet at <http://www.tamarac.org>. For inquiries, contact the Purchasing Office at (954) 597-3570.

A handwritten signature in blue ink, appearing to read "Keith K. Glatz".

Keith K. Glatz, CPPO, FCPM
Purchasing and Contracts Manager

Advertise in Sun Sentinel: Friday, August 9th, 2013

"Committed to Excellence...Always."

TAMARAC.ORG

7525 N.W. 88th Avenue | Tamarac, Florida 33321-2401 | P: 954.597.3570 | F: 954.597.3565

EQUAL OPPORTUNITY EMPLOYER



SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

Cooperative Purchasing:

The Request for Information represents a cooperative procurement for the Southeast Florida Governmental Purchasing Cooperative.

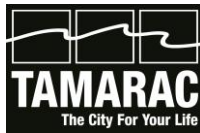
For the past several years, approximately forty five (45) government entities have participated in Cooperative Purchasing in Southeast Florida. The Southeast Florida Governmental Purchasing Cooperative was formed in an effort to provide cost savings and cost avoidances to all entities by utilizing the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

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

Southeast Florida Governmental Purchasing Cooperative Procurement Operational Procedures:

- Each participating governmental entity will be responsible for awarding a 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 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 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”



REQUEST FOR PROPOSALS

RFP 13-23R

OFFICE SUPPLIES FOR THE SOUTHEAST FLORIDA GOVERNMENTAL PURCHASING COOPERATIVE

Definition: A Request for Proposal (RFP) is a method of procurement permitting discussions with responsible offerors and revisions to proposals prior to award of a contract. Proposals will be opened in private. Award will be based on the criteria set forth herein.

I. INTRODUCTION

The City is soliciting proposals as the lead agency on behalf of the City of Tamarac and participating agencies of the Southeast Florida Governmental Purchasing Cooperative to obtain the services of a qualified firm to provide and deliver office supplies on a just-in-time basis.

II. INFORMATION

For information pertaining to this Request for Proposals (RFP), contact Purchasing and Contracts Manager Keith Glatz at (954) 597-3567. Such contacts shall be for clarification purposes only. Material changes, if any, to the scope of services or proposal procedures will be transmitted only by written addendum.

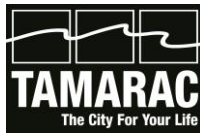
It is preferred that all questions be submitted in writing, either via fax or email. Fax questions to (954) 597-3565 or email to purchasing@tamarac.org.

III. SCHEDULE OF EVENTS

The schedule of events related to this Request for Proposals shall be as follows:

RFP Document issued	August 6, 2013
Deadline for Written Questions	August 13, 2013
Deadline for Receipt of Proposals	August 21, 2013 @ 3:00 P.M. EDT
Evaluation of Proposals	August 22 -- Sept. 10, 2013
Presentations by Short-listed Proposers (Optional)	TBD
Final Ranking of Firms	September 10, 2013
Anticipated Award by Commission	September 25, 2013

All dates are tentative. City reserves the right to change scheduled dates.



IV. INSTRUCTIONS TO OFFERORS & STANDARD TERMS AND CONDITIONS

RFP 13-23R

Our Vision and Mission

Our Vision: The City of Tamarac, our community of choice -- leading the nation in quality of life through safe neighborhoods, a vibrant economy, exceptional customer service and recognized excellence.

Our Mission: We Are "Committed to Excellence. . . Always" It is our job to foster and create an environment that

*Responds to the Customer
Creates and Innovates
Works as a Team
Achieves Results, and
Makes a Difference*

In the fulfillment of our vision and mission, as stewards of the public trust, we value vision, integrity, efficiency and quality service.

Our vendors are truly partners in meeting these commitments to the community, and in support of that vision and mission, we are committed to ensuring that qualified, competitive vendors who share our commitment to quality, efficiency, teamwork and customer service are employed to provide goods and services to the City. Our vendors are expected to deliver high quality products and efficient service that is provided on time and as ordered; in a manner that improves the overall value of the services that the City provides to its residents. In addition, we expect our vendors to work with the City as a team, and exhibit the highest level of integrity when dealing with any office or department of the City.

Diligence in the execution of the requirements of this proposal will ultimately contribute to the overall quality of services provided to the entire community. The City is searching for a firm who will exemplify these ideals in the execution of their work, and the successful firm will be measured against the performance standards outlined in this bid invitation.

1. AUTHORITY AND GENERAL TERMS AND CONDITIONS

- 1.1 This proposal is issued pursuant to, and governed by the laws of the State of Florida, Article VII "Financial Procedures", Section 7.11, "Requirements for Public Bidding, of the [City of Tamarac Charter](#); and

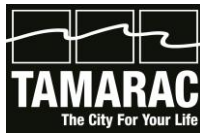
Chapter 6 "Finance and Taxation", Article V, the [Tamarac Procurement Code](#).

- 1.2 These General Terms and Conditions apply to all offers made to the City of Tamarac by all prospective Proposers, including but not limited to, Requests for Quotes, Requests for Proposal and Requests for Bid. As such the words "bid", "proposal" and "offer" are used interchangeably in reference to all offers submitted by prospective Proposers. The City of Tamarac reserves the right to reject any or all proposals, to waive any informalities or irregularities in any proposals received, to re-advertise for proposals, to enter into contract negotiations with the selected Proposer or take any other actions that may be deemed to be in the best interest of the City of Tamarac. Any and all special conditions in this RFP or any sample agreement document that may be in variance or conflict with these General Terms and Conditions shall have precedence over these General Terms and Conditions. If no changes or deletions to General Conditions are made in the Special Conditions, then the General Terms and Conditions shall prevail in their entirety.

2. DEFINED TERMS

Terms used in these Instructions to Offerors are defined as follows:

- 2.1 "**Offeror**" - one who submits a Proposal in response to a solicitation, as distinct from a Sub-Offeror, who submits a Proposal to the Offeror.
- 2.2 "**Proposer**" – one who submits a Proposal in response to a solicitation. The terms "Offeror" and "Proposer" are used interchangeably and have the same meaning.
- 2.3 "**Successful Offeror**" - the qualified, responsible and responsive Offeror to whom City (on the basis of City's evaluation as hereinafter provided) makes an award.
- 2.4 "**City**" - the City of Tamarac, a municipal corporation of the State of Florida.



2.5 **"Proposal Documents"** - the Request for Proposals, Instructions to Offerors, Offeror's Qualifications Statement, Non-Collusive Affidavit, Certified Resolution, Vendor Drug-Free Workplace, Offeror's Proposal, Proposal Security and Specifications, if any, and the proposed Contract Documents (including all Addenda issued prior to opening of Proposals).

2.6 **"Contractor"** - the individual(s) or firm(s) to whom the award is made and who executes the Contract Documents.

3. **SPECIAL CONDITIONS**

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Scope of Work outlined in this proposal, the Special Conditions and/or the Scope of Work shall prevail.

4. **REQUEST FOR PROPOSAL**

The City of Tamarac, on behalf of the Southeast Florida Governmental Purchasing Cooperative (Co-op), is seeking proposals regarding the capabilities of firms who may be interested in supplying general office supplies to the Co-op. The Co-op recognizes that many office supply vendors currently have existing agreements with other governmental units, and in some cases, may have a term agreement through a national cooperative group that has utilized a formal solicitation process. The Co-op is interested in obtaining information from qualified suppliers of office supply items regarding the capabilities of their firm, as well as information and service capabilities of the firm, including representative pricing for items currently used by Co-op members. Additionally, firms that do not currently have a consortium / governmental agreement may submit proposals as well. The City reserves the right to make a direct award to a firm providing consortium / governmental agreement pricing, or to issue an award based on pricing provided. In the event that a firm does NOT utilize a national consortium or other contract, Contractor shall provide the City with a firm, fixed discount off of list pricing for items NOT included in the high-use pricing schedule contained herein. The proposer shall provide the latest list price catalog in force along with the proposal response.

This Request for Proposal provides a synopsis of mandatory and desirable capabilities of office supply firms to be used for comparison purposes. Respondents shall address their

ability to address each individual area identified herein.

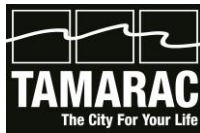
5. **OMISSION OF DETAILS / VARIANCES AND EXCEPTIONS**

5.1 The apparent silence of the requirements as to any detail, or the apparent omission of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail, and that only material and workmanship of the finest quality is to be used. All interpretations of the specifications shall be made on the basis of this statement. Omission of any essential details from these specifications will not relieve the Proposer of supplying such services or product(s) as specified.

5.2 For the purpose of evaluation, the Offeror must indicate any variance or exceptions to the stated requirements, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Offeror meets all the requirements in every respect.

6. **INTERPRETATIONS AND ADDENDA**

If the Offeror is in doubt as to the meaning of any of the Proposal Documents, believes that the General Conditions, Special Conditions and/or Technical Specifications contain errors, contradictions or obvious omissions, or has any questions concerning the information contained in the RFP documents, the Offeror shall submit a written request to the Purchasing Office for interpretation or clarification. Such request must reference RFP name and number, and should be received by the Purchasing Office at least ten (10) calendar days prior to the Proposal opening date, or prior to the deadline specified in the "Schedule of Events" provided herein. Questions received less than ten (10) calendar days prior to the Proposal opening, or the deadline specified by the "Schedule of Events" herein, whichever is sooner, may not be answered. Interpretations or clarifications in response to such questions will be issued in the form of a written addendum transmitted via either fax or email to all parties recorded by the Purchasing Office as having received the Proposal Documents. The issuance of a written addendum shall be the only official method whereby such an interpretation or clarification



will be made.

7. COSTS AND COMPENSATION

- 7.1. Costs and compensation shall be shown in both unit prices and extensions whenever applicable, and expressed in U.S. Dollars. In the event of discrepancies existing between unit prices and extensions or totals, the unit prices shall govern.
- 7.2. All costs and compensation shall remain firm and fixed for acceptance for 60 calendar days after the day of the Proposal opening.
- 7.3. The price proposal shall include all franchise fees, royalties, license fees, etc., as well as all costs for transportation or delivery as applicable within the scope of the solicitation.

8. PRICES, PAYMENTS, DISCOUNTS & ELECTRONIC PAYMENTS

- 8.1 **Firm Pricing:** Proposal Prices shall be fixed and firm to the extent required under Special Conditions. In the absence of a reference in the Special Conditions, prices shall be fixed and firm for a period of sixty (60) calendar days, or ninety (90) calendar days when the contract must be approved by another agency after the proposal closing date. Payment will be made only after receipt and acceptance of materials/services. Cash discounts may be offered for prompt payment; however, such discounts shall not be considered in determining the lowest net cost for bid evaluation.
- 8.2 **Prompt Payment Discounts:** Where applicable, offeror is encouraged to provide prompt payment. If no payment discount is offered, the discount shall assume net 30 days. Payment is deemed made on the date of the mailing of the check. All payments shall be governed by the *Local Government Prompt Payment Act*, F.S. Chapter 218.
- 8.3 **Payments by Procurement Card of Electronic Funds Transfer:** All payments made by the City of Tamarac will be made by

Procurement Card or by Direct Deposit (ACH) via electronic funds transfer. No paper checks will be issued. Proposer must accept a Visa or Mastercard Procurement Card and Vendor must also register for direct deposit with the City by providing a "City of Tamarac Consent for Direct Deposit" form (ACH Form) to the City's Financial Services Accounting Division. The form may be accessed on the City of Tamarac web-site at <http://www.tamarac.org/index.aspx?NID=622>. Please contact the Purchasing & Contracts Division at the number shown on this solicitation document herein as the first point of contact for more information.

9. NON-COLLUSIVE AFFIDAVIT

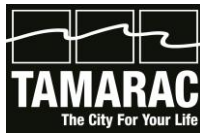
Each Offeror shall complete the Non-Collusive Affidavit form and shall submit the form with their Proposal. City considers the failure of the Offeror to submit this document may be cause for rejection of the Proposal.

10. PUBLIC ENTITY CRIMES

In accordance with Florida Statutes §287.133 (2)(a): A person or affiliate who has been placed on the convicted vendor list following a conviction for 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 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 Florida Statutes §287.017 for Category Two, for a period of 36 months from the date of being placed on the convicted vendor list.

11. CONFLICT OF INTEREST

The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of City or any of its agencies. Further, all Offerors must disclose the name of any officer or employee of City who owns, directly or indirectly, an interest of five percent (5%) or more in the Offeror's firm or any of its branches or affiliate companies.

**12. PERFORMANCE BONDS AND INSURANCE**

Upon award of a contract, the Successful Offeror, as required within the scope of the solicitation, may be required to submit performance bonds and/or payment bonds. Offeror shall provide certificates of insurance in the manner, form and amount(s) specified.

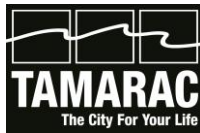
13. SUMMARY OF DOCUMENTS TO BE SUBMITTED WITH PROPOSALS

The following is a summary of documents required to be submitted for this proposal. Failure to include a pricing matrix, a response to the questionnaire, or any other document that, by its omission, may prejudice the rights of other respondents, may result in immediate rejection of your proposal. Other forms or documents which, by their nature do not impact price or the Offeror's cost of doing business **should** accompany the Proposal; but **must** be provided within three (3) business days of the City's request to be considered responsive. One (1) original paper document must be submitted, along with the number of copies requested herein. Proposer must also provide its proposal response using electronic media, by submitting the appropriate number of CDs, flash drives, or other electronic media, for distribution to members of the Evaluation Committee. One CD and/or flash drive should be submitted for each Committee member. E-mail submittal will NOT be acceptable.

- 13.1 Pricing Matrix for High use items based on firm's current consortium pricing OR best pricing.
- 13.2 Percentage discount off of all other vendor catalog pricing. (See "Proposal Form" herein)
- 13.3 Most current edition of the list price catalog in either paper or electronic format. The number of copies to be supplied shall be provided herein.
- 13.4 Questionnaire complete with all responses.
- 13.5 Certification Forms
- 13.6 References
- 13.7 Vendor Drug Free Workplace Form
- 13.8 Non-Collusive Affidavit Form
- 13.9 Proof of applicable insurance.
- 13.10 The City reserves the right to request the most recently completed **audited financial statement, or other approved documentation** to verify financial viability.

14. SUBMISSION OF PROPOSALS

- 14.1 Proposals must be typed or printed in ink. Use of erasable ink is not permitted. All corrections to prices made by the Offeror should be initialed.
- 14.2 All proposals shall be submitted in the English language, and pricing expressed in U.S. Dollars.
- 14.3 Proposals must contain a manual signature of a corporate officer or designee with the proven authority to bind the firm in matters of this nature. The address and telephone number for any communications regarding the Proposal must be included.
- 14.4 Proposals shall contain an acknowledgment of receipt of all addenda.
- 14.5 Proposals by corporations must be executed in the corporation's legal name by the President or other corporate officer, accompanied by evidence of authority to sign. Evidence of authority shall be provided on the enclosed Certified Resolution form, or by the company's own Corporate Resolution.
- 14.6 Proposals by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature.
- 14.7 Proposals shall be submitted to the Purchasing Office on or before the time indicated in the Request for Proposals. Proposals shall be submitted in a sealed envelope (faxed proposals will not be accepted under any circumstances). The envelope should be clearly marked on the exterior with the applicable solicitation name and number. The envelope should state the name and address of the Offeror and should include all documents as specified in the Request for Proposals. Purchasing and Contracts Division staff is not responsible for the premature opening of a Proposal that is not properly addressed and identified.
- 14.8 In accordance with Florida Statutes,



Chapter §119.07(1) (a) and except as may be provided by other applicable state and federal law, the Request for Proposals and the responses thereto are in the public domain. However, Proposers are requested to specifically identify in the submitted Proposal any financial information considered confidential and/or proprietary which may be considered exempt under Florida Statute §119.07(t).

- 14.9 All Proposals received from Offerors in response to the Request for Proposals will become the property of City and will not be returned. In the event of Contract award, all documentation produced as part of the Contract shall become the exclusive property of City.
- 14.10 The Proposer preparing a submittal in response to this RFP shall bear all expenses associated with its preparation. The Proposer shall prepare a submittal with the understanding that no claim for reimbursement shall be submitted to the City for the expense of proposal preparation and/or presentation.
- 14.11 Electronic Media Submission: The City requires that machine readable information and data, be provided by the proposing firm as a part of its submittal. The proposing firm shall not be liable for claims or losses arising out of, or connected with, modification by the City, or anyone authorized by the City, decline of accuracy or readability of data due to storage or obsolescence of equipment or software, any use by the City or anyone authorized by the City, of such data for additions to projects except as authorized in writing by the proposing firm.

15. MODIFICATION AND WITHDRAWAL OF PROPOSALS

- 15.1 Proposals may be modified or withdrawn by a duly executed document signed by a corporate officer or other employee with designated signature authority.

Evidence of such authority must accompany the request for withdrawal or modification. The request must be delivered to the Purchasing Office at any time **prior** to the deadline for submitting Proposals. Withdrawal of a Proposal will not prejudice the rights of an Offeror to submit a new Proposal prior to the Proposal opening date and time. No Proposal may be withdrawn or modified after the date of proposal opening has passed.

- 15.2 If, within twenty-four (24) hours after Proposals are opened, any Offeror files a duly signed, written notice with the Purchasing Office, and within five (5) calendar days thereafter demonstrates to the reasonable satisfaction of City, by clear and convincing evidence, that there was a material and substantial mistake in the preparation of its Proposal, or that the mistake is clearly evident on the face of the Proposal, but the intended correct Proposal is not similarly evident, Offeror may withdraw its Proposal and any bid security will be returned. Thereafter, the Offeror will be disqualified from further bidding on the subject Contract.

16. REJECTION OF PROPOSALS

- 16.1 To the extent permitted by applicable state and federal laws and regulations, City reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the Successful Offeror, and to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.
- 16.2 City reserves the right to reject the Proposal of any Offeror if City believes that it would not be in its best interest of to make an award to that Offeror, whether because the Proposal is not

responsive, the Offeror is unqualified, of doubtful financial ability, or fails to meet any other pertinent criteria established by City within the scope of the solicitation.

17. QUALIFICATIONS OF PROPOSERS

17.1 Proposals will be considered from firms normally engaged in providing the goods or services requested. The proposing Firm must demonstrate adequate experience, organization, facilities, equipment and personnel to ensure prompt and efficient service to the City of Tamarac. The City of Tamarac will determine whether the evidence of ability to perform is satisfactory and reserves the right to reject proposals where evidence submitted, or investigation and evaluation, indicates inability of a firm to perform.

17.2 Each Offeror shall complete the Offeror's Qualifications Statement and submit the form with the Proposal. Failure to submit the Offeror's Qualifications Statement and the documents required thereunder may constitute grounds for rejection of the Proposal.

17.3 As a part of the evaluation process, the City may conduct a background investigation including a criminal record check of Proposer's officers and/or employees, by the Broward County Sheriff's Office. Proposer's submission of a proposal constitutes acknowledgement of and consent to such investigation. City shall be the sole judge in determining Proposer's qualifications.

17.4 No proposal shall be accepted from, nor will any contract be awarded to, any person who is in arrears to City for any debt or contract, who is a defaulter, as surety or otherwise, of any obligation to City, or who is deemed irresponsible for unreliable by City. City will be the sole judge of said determination.

17.5 The City reserves the right, before recommending any award, to inspect the facilities, equipment and

organization or to take any other action necessary to determine ability to perform in accordance with the specifications, terms and conditions.

17.6 Employees of the Proposer shall at all times be under its sole direction and not an employee or agent of the City. The Proposer shall supply competent and physically capable employees. The City may require the Proposer to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Proposer shall be responsible to the City for the acts and omissions of all employees working under its directions.

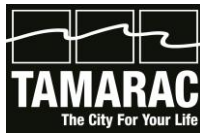
18. INSURANCE

18.1 Offeror agrees to, in the performance of work and services under this Agreement, comply with all federal, state, and local laws and regulations now in effect, or hereinafter enacted during the term of this agreement that are applicable to Offeror, its employees, agents, or subcontractors, if any, with respect to the work and services described herein.

18.2 Offeror shall obtain at Offeror's expense all necessary insurance in such form and amount as required by this proposal or by the City's Risk Manager before beginning work under this Agreement. Offeror shall maintain such insurance in full force and effect during the life of this Agreement. Offeror shall provide to the City's Risk Manager current certificates of all insurance required under this section prior to beginning any work under this Agreement.

18.3 Offeror shall indemnify and save the City harmless from any damage resulting to it for failure of either Offeror or any Sub-Offeror to obtain or maintain such insurance.

18.4 The following are required types and minimum limits of insurance coverage, which the Offeror agrees



to maintain during the term of this contract:

Line	of	Occurrence	Aggregate
Business/ Coverage			
Commercial		\$1,000,000	\$1,000,000
General Liability			

Including:
Premises/Operations
Contractual Liability
Personal Injury
Explosion, Collapse, Underground Hazard

Products/Completed Operations
Broad Form Property Damage
Cross Liability and Severability of Interest
Clause

Automobile Liability	\$1,000,000	\$1,000,000
Workers' Compensation & Employer's Liability	Statutory	

- 18.5 The City reserves the right to require higher limits depending upon the scope of work under this Agreement.
- 18.6 Neither Offeror nor any Sub-Offeror shall commence work under this contract until they have obtained all insurance required under this section and have supplied the City with evidence of such coverage in the form of an insurance certificate and endorsement. The Offeror will ensure that all Sub-Offerors will comply with the above guidelines and will maintain the necessary coverages throughout the term of this Agreement.
- 18.7 All insurance carriers shall be rated at least A-VII per Best's Key Rating Guide and shall be licensed to do business in Florida. Policies shall be "Occurrence" form. Each carrier will give the City sixty (60) days notice prior to cancellation.
- 18.8 The Offeror's liability insurance policies shall be endorsed to add the City of Tamarac as an "additional insured". The Offeror's Workers' Compensation carrier will provide a Waiver of Subrogation to the City.
- 18.9 The Offeror shall be responsible for the payment of all deductibles and self-insured retentions. The City may require that the Offeror purchase a

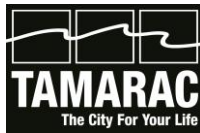
bond to cover the full amount of the deductible or self-insured retention.

- 18.10 If the Offeror is to provide professional services under this Agreement, the Offeror must provide the City with evidence of Professional Liability insurance with, at a minimum, a limit of \$1,000,000 per occurrence and in the aggregate. "Claims-Made" forms are acceptable only for Professional Liability.

- 18.11 The Successful Offeror agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of City.

19. INDEMNIFICATION

- 19.1 **GENERAL INDEMNIFICATION:**
Consultant shall, in addition to any other obligation to indemnify the City and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the City, their agents, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged: a). Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the Consultant, any sub-Consultant, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the Work; or b). violation of law, statute, ordinance, governmental administration order, rule, regulation, or infringement of patent rights by Consultant in the performance of the Work; or c). liens, claims or actions made by the Consultant or any sub-consultant under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. Any cost of expenses, including attorney's fees, incurred by the City to enforce this agreement shall be borne by the Consultant.
- 19.2 Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.



19.3 The Consultant shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.

19.4 City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Consultant under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive City's rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.

20. INDEPENDENT CONTRACTOR

An Agreement resulting from this solicitation does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under any potential Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. Any potential Agreement shall not be construed as

creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

21. DELIVERIES

Any item requiring delivery by the Offeror or by sub-contractors shall be delivered F.O.B. destination to a specific City address, or address of a participating member of the Southeast Florida Governmental Purchasing Cooperative. All delivery costs and charges must be included in the bid price. If delivery of an item is required, the City reserves the right to cancel the delivery order(s) or any part thereof, without obligation if delivery is not made at the time specified in the proposal.

22. WARRANTIES

22.1 Successful Offeror warrants to City that the consummation of the work provided for in the Contract documents will not result in the breach of any term or provision of, or constitute a default under any indenture, mortgage, contract, or agreement to which Successful Offeror is a party.

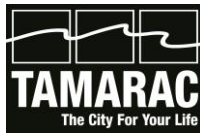
22.2 Successful Offeror warrants to City that it is not insolvent, it is not in bankruptcy proceedings or receivership, nor is it engaged in or threatened with any litigation, arbitration or other legal or administrative proceedings or investigations of any kind which would have an adverse effect on its ability to perform its obligations under the Contract.

22.3 Successful Offeror warrants to City that it will comply with all applicable federal, state and local laws, regulations and orders in carrying out its obligations under the Contract.

22.4 All warranties made by Successful Offeror together with service warranties and guarantees shall run to City and the successors and assigns of City.

23. CONDITIONS OF MATERIAL

All materials and products supplied by the Offeror in conjunction with this proposal shall be new, warranted for their merchantability, fit



for a particular purpose, free from defects and consistent with industry standards. The products shall be delivered to the City in excellent condition. In the event that any of the products supplied to the City are found to be defective or do not conform to the specifications, the City reserves the right to return the product to the Bidder at no cost to the City.

Successful Offeror shall furnish all guarantees and warranties to the Purchasing Division prior to final acceptance and payment. The warranty period shall commence upon final acceptance of the product.

24. COPYRIGHTS OR PATENT RIGHTS

The Offeror warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. The seller agrees to hold the City harmless from all liability, loss or expense occasioned by any such violation.

25. SAFETY STANDARDS

The Proposer warrants that the product(s) supplied to the City shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970 as amended, and shall be in compliance with Chapter 442, Florida Statutes as well as any industry standards, if applicable. 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).

26. INSPECTION

The City shall have the right to inspect any materials, components, equipment, supplies, services or completed work specified herein. Any of said items not complying with these specifications are subject to rejection at the option of the City. Any items rejected shall be removed from the premises of the City and/or replaced at the entire expense of the successful vendor.

27. NON-DISCRIMINATION AND EQUAL OPPORTUNITY EMPLOYMENT

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political

affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

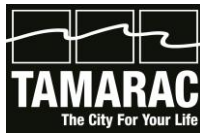
28. CLARIFICATION & ADDENDA

Where there appears to be variances or conflicts between the General Terms and Conditions and the Special Conditions and/or Detailed Specifications outlined in this bid, the Special Conditions and/or the Detailed Specifications shall prevail.

The Proposer shall examine all proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. If, upon review, any material errors in specifications are found, the Proposer shall contact the Purchasing Office immediately. Any inquiries, suggestions, requests concerning clarification, or requests for additional information shall be submitted in writing to the Purchasing and Contracts Manager.

The City of Tamarac reserves the right to amend this bid prior to the Proposal due date indicated by written addenda. Written addenda shall serve as the sole means of clarification. The City shall not be responsible for oral interpretations given by any City employee or its representative.

**** **SPECIAL NOTE -- Addendums will only be issued electronically through the City's web-site. Vendors will be notified of the availability of new solicitations and addendums via e-mail or text message (per the vendor's choice). It is essential that all vendors receiving a bid or proposal either download the document from the City's web-site, or register as a plan holder. All bidders / proposers must visit <http://www.tamarac.org/bids.aspx>, and select the "NOTIFY ME" icon. This action will take the bidder/proposer to the "Notify Me" page. Once on the "Notify Me" page, enter the appropriate e-mail address to which notifications of solicitations and addendums should be sent. Bidders and**



proposers may also request notification by text message at this time. Upon completion of this process, a confirming e-mail will be sent to the individual who registered. You must click on the link provided to confirm registration for solicitation documents and addendums. Regardless of the means of transmission of an Addendum it is the responsibility of the bidder or proposer to insure that they have received all addendums issued for a solicitation prior to submitting a response.****

29. TAXES

Successful Offeror shall pay all applicable sales, consumer use and other similar taxes required by law.

30. PERFORMANCE

Failure on the part of the Offeror to comply with the conditions, terms, specifications and requirements of the bid shall be just cause for cancellation of the proposal award. The City may, by written notice to the Proposal, terminate the contract for failure to perform. The date of termination shall be stated in the notice. The City shall be the sole judge of nonperformance.

32. TERMINATION FOR CAUSE AND DEFAULT

In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Successful Offeror neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by of written notice of such neglect or failure.

33. TERMINATION FOR CONVENIENCE OF CITY

This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Successful Offeror for such termination in which event the Successful Offeror shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Successful Offeror abandons this Agreement or causes it to be terminated, the Successful Offeror shall indemnify the city against loss pertaining to this termination.

34. FUNDING OUT

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the

City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

35. PUBLIC RECORDS AND AUDIT RIGHTS

35.1 The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:

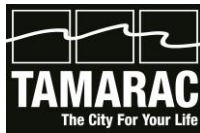
35.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;

35.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;

35.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and

35.1.4 Meet all requirements for retaining public records and transfer to the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

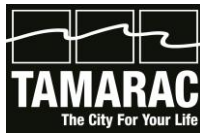
35.2 The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Articles 32 and 33 which



address Termination herein.

Contractor as well

- 35.3 **Audit Rights:** City reserves the right to audit the records of Successful Offeror, relating to this contract, at any time during the term of the Contract, and for a period of three (3) years after completion of contract. If required by City, Successful Offeror shall agree to submit to an audit by an independent Certified Public Accountant selected by City. Successful Offeror shall allow City to examine and review the records of Successful Offeror at any and all times during normal business hours during the term of the Contract.
36. **ASSIGNMENT**
- 36.1 Successful Offeror shall not assign, transfer or subject the Contract or its rights, title, interests or obligations therein without City's prior written approval.
- 36.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Offeror and City may, at its discretion, cancel the Contract. All rights, title, interest and obligations of Successful Offeror shall thereupon cease and terminate.
37. **EMPLOYEES**
- 37.1 Employees of the successful Contractor shall at all times be under its sole direction and not an employee or agent of the City. The Contractor shall supply competent and physically capable employees. The City may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable. Bidder shall be responsible to the City for the acts and omissions of all employees working under its directions.
- 37.2 **Unauthorized Aliens:** The employment of unauthorized aliens by any Contractor is considered a violation of Section 274A (e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of any contract resulting from this RFP. This applies to any sub-contractors used by the
38. **TAXES**
The City of Tamarac is exempt from all Federal, State, and Local taxes. An exemption certificate will be provided where applicable upon request.
39. **GOVERNING LAW:**
The laws of the State of Florida shall govern this Agreement. Venue shall be Broward County, Florida.
40. **FORM AGREEMENT DOCUMENT**
The City may attach as a part of this solicitation, a Form Agreement document. Proposers shall be responsible for complying with all of the terms and conditions of the Form Agreement document if included herein, except where variant or conflicting language may be included in any Special Conditions contained herein. Proposers shall note any deviation or variance with the Form Agreement document at the time of bid submission.
41. **UNBALANCED PROPOSAL PRICING**
When a unit price proposed has variable or estimated quantities, and the proposal shows evidence of unbalanced proposal pricing, such proposal may be rejected.
42. **INFORMATION REQUESTS AFTER DUE DATE**
Pursuant to Florida Statute Chapter 119, Section 071 (1), sealed bids or proposals received by an agency pursuant to invitations to bid or requests for proposals are exempt from the provisions of subsection (1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of a decision or intended decision pursuant to F.S. §119.071(1) (b) (2), or within 30 days after bid/proposal opening, whichever is earlier.
43. **OWNERSHIP OF PRELIMINARY AND FINAL RECORDS**
All preliminary and final documentation and records shall become and remain the sole property of the City. The awarded firm shall maintain original documents thereof for its records and for its future professional endeavors and provide reproducible copies to the City. In the event of termination of the agreement the proposing firm shall cease work and deliver to the City all documents (including reports and all other data and material prepared or obtained by the awarded firm in connection with the project), including all documents bearing the professional seal of the firm. The City shall, upon delivery of the aforesaid documents, pay the firm and the firm shall accept as full payment for its services



thereunder, a sum of money equal to the percentage of the work done by the firm and accepted as satisfactory to the City.

44. BUDGETARY CONSTRAINTS

In the event the City is required to reduce contract costs due to budgetary constraints, all services specified in this document may be subject to a permanent or temporary reduction in budget. In such an event, the total cost for the affected service shall be reduced as required. The Contractor shall also be provided with a minimum 30-day notice prior to any such reduction in budget.

45. PROHIBITION AGAINST LOBBYING

During the solicitation of any bid or proposal, any firm and its agents, officers or employees who intend to submit, or who have submitted, bids or proposals shall not lobby, either individually or collectively, any City Commission members, candidates for City Commission or any employee of the City. Contact should only be made through regularly scheduled Commission meetings, or meetings scheduled through the Purchasing and Contracts Division for purposes of obtaining additional or clarifying information. Any action, including meals, invitations, gifts or gratuities by a submitting firm, its officers, agents, or employees shall be within the purview of this prohibition and shall result in the immediate disqualification of that firm from further consideration.

During a formal solicitation process, contact with personnel of the City of Tamarac other than the Purchasing and Contracts Manager or designated representative regarding any such solicitation may be grounds for elimination from the selection process. (Reference: *Tamarac Procurement Code Section 6-156.*)

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II. REQUIREMENTS – RFP 13-23R

1. SERVICES AVAILABLE

The Respondent shall provide a synopsis of the contract program that will be made available to members of the Southeast Florida Governmental Purchasing Cooperative, including information regarding pricing, ordering, e-commerce, deliveries, returns, reporting capabilities, etc.

2. DISCOUNTED PRICING REQUIREMENTS -- PRICING MATRIX

2.1 The respondent shall provide pricing for a specific list of high volume use items, attached herein as Attachment A, as well as a percentage discount off of the respondent's published catalog for other items that may be purchased. Respondent shall list all applicable discounts by group, and enumerate any areas within the catalog where additional restrictions may apply.

2.2 The Pricing Matrix is intended to provide information for comparison only, and will not be the sole determining factor in any award of an agreement resultant from this Request for Proposal process. The pricing matrix for High use items is based on the current State of Florida Agreement with Office Depot.

Therefore, if a specific manufacturer's item is listed on the Pricing Matrix, proposer MUST provide pricing for that manufacturer's product and/or OEM product. DO NOT submit a generic equivalent or reconditioned or re-loaded item unless the item SKU specifically describes an item that may fall into one of those categories. In the event that the reference SKU reflects a generic equivalent, reconditioned or re-loaded item, then the proposer may submit their own generic item for consideration. Generic items will also be identified on the Pricing Matrix document.

3. ORDERING REQUIREMENTS & E-COMMERCE

3.1 The successful respondent shall provide for complete on-line ordering by use of an electronic catalog methodology, which will permit customers to order on-line over the internet. The successful respondent shall maintain all servers at their location(s), and provide for appropriate data security to safeguard orders entered by Co-op members on-line.

3.2 The on-line ordering system shall be populated with all appropriate and correct pricing for members of the Co-op, based on the respondent's consortium pricing. In the event an error in pricing is discovered in favor of the Co-op member, the successful contractor shall provide a refund and/or credit memo to be issued within ten (10) days after the discovery of the discrepancy.

3.3 The on-line ordering system shall be structured in such a manner to allow for multiple approval levels which may be customized for individual agencies.

3.4 The on-line ordering system shall be set-up to provide for billing to a specific address, and shall be capable of accepting procurement cards as a means

of payment at the time of order entry.

3.5 It is preferable that the on-line ordering system be capable of providing the appropriately discounted price to individuals who may wish to purchase supplies at one of the respondent's retail stores. The system shall provide Co-op pricing based on the entry of an entity's account number, or by the use of an entity pro-card.

3.6 Upon delivery of the order, the successful respondent's e-commerce system shall be capable of providing electronic invoicing if desired.

3.7 In addition to the use of pro-cards for payment, the successful respondent's e-commerce system shall be capable of receiving payment via Electronic Funds Transfer (EFT) from the entity.

4. MINIMUM ORDERING QUANTITIES & DELIVERY CHARGES

Due to the varying sizes of agencies within the Co-op, it is requested that the respondent have no minimum ordering quantities, and that all orders be delivered for the cost provided in the catalog with no additional delivery charges, and pre-paid free shipping.

5. DELIVERY REQUIREMENTS

5.1 The successful respondent shall provide for next day delivery of products ordered by a specific time. The respondent shall utilize a Just in Time Delivery system/process in order to guarantee next day delivery.

5.2 It is desirable that the successful respondent deliver supplies using their own transportation, in order to provide for delivery to the specific location of the ordering entity (commonly known as "Desktop Delivery").

5.3 It is desirable that no delivery charge shall be assessed for any deliveries made, regardless of the quantity or dollar amount ordered. The agency will strive to provide for consolidated ordering whenever feasibly possible; but cannot commit to such a requirement.

6. REBATE PROGRAM

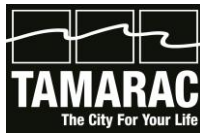
The successful respondent shall outline any applicable rebate program that may be available through the use of their agreement.

7. RETURN POLICY

The successful respondent shall have a policy which provides for the return of incorrect merchandise at no cost to the governmental entity. The Co-op desires a policy which will provide for ease in handling returns.

8. CUSTOMER SERVICE & BILLING

Members of the Co-op place a high value on excellent customer service. Service provided by the respondent, including past customer service history, services available, reduced paperwork, easily understood invoicing, and quick turnaround time for orders as well as inquiries will be a factor in the determination of the



successful respondent to this request.

8.1 It is highly desirable that the successful respondent utilize dedicated inside and outside representatives to service this account. The respondent may utilize multiple representatives to cover the entire CO-OP area; but shall appoint a single point of contact to provide for consistency and continuity of service.

8.2 Successful respondent shall provide for accurate billing of items ordered, timely credits (within 24 hours), and invoices that are easy to understand.

9. REPORTING CAPABILITIES

The successful respondent shall provide for robust reporting capabilities to assist governmental entities and the Co-op as a whole in identifying their ordering patterns, and product usage. A listing of standard reports available should be provided.

10. CONTRACT TERM & RENEWALS

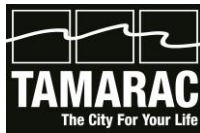
The contract term shall be for a minimum of three (3) years beginning on or around October 17, 2013 with the right to extend for a similar period. The City, however, reserves the right to accept a shorter or longer term Agreement, based upon proposal responses. Pricing under the Agreement shall remain firm and fixed for a minimum of six (6) months after contract commencement. The City will evaluate proposal responses to price stability and escalation as a part of its due diligence in proposal evaluation.

11. PROPOSAL EVALUATION

An Evaluation Committee consisting of member agencies of the Southeast Florida Governmental Purchasing Cooperative will evaluate and rank proposals received in response to the Request for Proposals. The evaluation will be based on an overall ranking of proposal responses from 1 to the total number of proposal submittals.

The Aggregate Pricing total for our High Use Items and the overall discount for non-high use items will be used to evaluate pricing, and the responses to the questionnaire, and service documentation provided as a part of the response will be used to evaluate the quality and availability of services under the Agreement. The Pricing component and the quality and availability of services component will be equally ranked during the evaluation process.

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QUESTIONNAIRE – RFP 13-23R

Respondent shall provide answers to each of the following questions. Answers to this Questionnaire shall be returned along with the Response. Additional pages may be used as may be required.

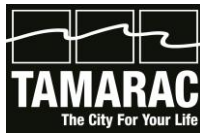
1. Name of your firm: _____
2. Do you currently have a competitively solicited agreement through a national consortium or through another governmental entity in the State of Florida that allows other agencies to piggy-back? _____ Yes _____ No
3. If yes, please name the national consortium group and / or the governmental agency: _____
4. What is the term of this Agreement? _____
5. Does the Agreement have renewal options? _____ Yes _____ No. If yes, please indicate the number and length of subsequent renewal options: _____
6. Please provide a synopsis of any blanket discounts off of your pricing: _____

7. The City requires contract pricing to be firm and fixed for the first six (6) months of the Agreement. Upon completion of that time period, if you use price lists, how often does your Agreement allow you to update those price lists?

How long will you hold pricing for high-use items firm and fixed? _____
8. Do you offer Just-in-Time “next day” delivery? _____ Yes _____ No
9. Are all items in your catalog available for Just-in-Time “next day” delivery?
_____ Yes _____ No. Please specify items for which next day delivery is available, as well as items for which next day delivery is NOT available:

10. How many items are included and available under your discounted pricing?

11. Do you provide for on-line (Internet) ordering using an electronic catalog methodology, with prices specifically coded to reflect the customer’s pricing?
_____ Yes _____ No
12. Is your on-line ordering system structured in such a manner to allow for multiple approval levels which may be customized for individual agencies? _____ Yes



_____ No. If no, please detail your system structure: _____

13. Is your on-line ordering system set-up to provide for billing to multiple addresses within the entity as required by the entity, and is the system capable of accepting procurement cards as a means of payment at the time of order entry?

_____ Yes _____ No

14. Is your on-line ordering system capable of providing the appropriately discounted price to governmental clients at the time of order entry based on the entry of an entity's account number, or by the use of an entity pro-card?

_____ Yes _____ No

15. Will your firm offer the same discounts and pricing when an employee, in their official capacity on behalf of the entity, uses their entity issued pro-card in one of your retail outlets? _____ Yes _____ No

16. Is your e-commerce system set-up to provide electronic invoicing if desired?

_____ Yes _____ No

17. In addition to the use of pro-cards for payment, is your e-commerce system capable of receiving payment via Electronic Funds Transfer (EFT) from a governmental entity? _____ Yes _____ No

18. Do you provide free shipping for the delivery of orders? _____ Yes

_____ No If no, please detail your shipping program _____

19. Do you have a minimum dollar value for orders? _____ Yes _____ No.

If yes, what is your minimum dollar value for orders? \$_____

20. If you do not have a minimum dollar value for orders, do you charge any additional fees to deliver items under a certain dollar value? _____ Yes _____ No. If

yes, what is your additional delivery fee? \$_____

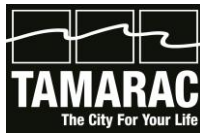
21. Do you provide "desk-top" delivery for no additional charge (i.e. delivery to the end-user's actual office instead of to a central receiving location)? _____ Yes

_____ No

22. Do you use your own transportation or a common or contract carrier or other sub-contractor to make deliveries, and NOT a courier service that will only deliver to one central location?

_____ Yes _____ No If yes, please provide name(s) of carrier(s) or sub-contractor(s) _____

23. Does your firm offer any type of rebate program for governmental agencies that allows for cash back to the entity for using your agreement? _____ Yes



_____ No. If yes, please provide the details of your rebate plan: _____

24. Do you currently have a return policy which provides that returns may be made at no charge to the entity for incorrect merchandise? _____ Yes _____ No

25. Please detail your return policy which provides for the return of incorrect merchandise: _____

26. If awarded a contract, will your firm provide a single point of contact to coordinate the efforts of all local sales representatives in the area to provide for continuity? _____ Yes _____ No. If yes, please provide the name of the individual who will be the coordinating account manager: _____

27. Do you provide dedicated inside customer service support specifically dedicated to serving governmental clients using your agreement? _____ Yes _____ No. If yes, please detail your customer service support structure: _____

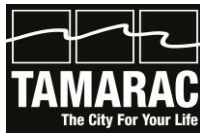
28. Please provide information regarding your policy for providing credit(s) for incorrect orders: _____

29. Please provide a synopsis of the type of management reports that you are able to generate and provide for governmental clients, and what process is required to obtain reports: _____

30. Please provide information about any "Green" initiatives supported by your firm, which would assist Co-op members in meeting requirements for sustainable procurements: _____

31. Do you provide ancillary services in your stores for which contract pricing may be extended (e.g., reproduction services, binding, etc.)? _____ Yes _____ No. If yes, please indicate the types of services provided. _____

32. Please provide reference information as requested on the next page.



REFERENCES

Please list government agencies (preferred) and/or private firms with whom you have done business during the last five years:

Your Company Name

Address

City State Zip

Phone/Fax

E-mail

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

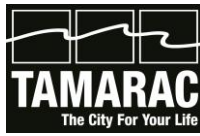
Agency/Firm Name:

Address

City State Zip

Phone/Fax

Contact Name

**CERTIFICATION****THIS DOCUMENT MUST BE SUBMITTED WITH THE PROPOSAL**

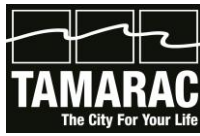
We (I), the undersigned, hereby agree to furnish the item(s)/service(s) described in the Invitation to Bid. We (I) certify that we(I) have read the entire document, including the Scope of Work, Additional Requirements, Supplemental Attachments, Instructions to Proposers, Terms and Conditions, and any addenda issued. We agree to comply with all of the requirements of the entire Request for Proposals. Furthermore, We (I) certify that all information provided as a part of this Proposal Response is true and accurate to the best of Our (My) knowledge; and understand that failure to provide true and accurate information may result in rejection of this proposal response by the City.

Indicate which type of organization below:

INDIVIDUAL ☐PARTNERSHIP ☐CORPORATION ☐OTHER ☐

If "Other", Explain: _____

Authorized Signature_____
Company Name_____
Typed/Printed Name_____
Address_____
Telephone_____
City, State, ZIP_____
Fax_____
Federal Tax ID Number_____
Email address for above signer (if any)



NON-COLLUSIVE AFFIDAVIT

State of _____)
County of _____) ss.

_____ being first duly sworn,
deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____, the Offeror that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or to refrain from bidding in connection with such Work; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Offeror, firm, or person to fix the price or prices in the attached Proposal or of any other Offeror, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Offeror, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Work;
5. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Offeror or any other of its agents, representatives, owners, employees or parties in interest, including this affiant.

Signed, sealed and delivered in the presence of:

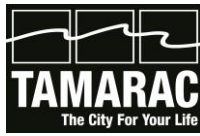
Witness

Witness

By _____

Printed Name

Title



ACKNOWLEDGMENT

NON-COLLUSIVE AFFIDAVIT

State of Florida

County of _____

On this the ____ day of _____, 20____, before me, the undersigned Notary Public of the State of Florida, personally appeared

_____ and
(Name(s) of individual(s) who appeared before notary)

whose name(s) is/are Subscribed to within the instrument, and he/she/they acknowledge that he/she/they executed it.

WITNESS my hand
and official seal.

NOTARY PUBLIC

SEAL OF OFFICE:

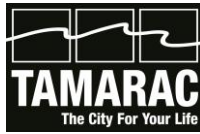
NOTARY PUBLIC, STATE OF FLORIDA

(Name of Notary Public: Print,
Stamp, or Type as Commissioned)

☐ Personally known to me, or
☐ Produced identification:

(Type of Identification Produced)

☐ DID take an oath, or ☐ DID NOT take an oath



VENDOR DRUG-FREE WORKPLACE

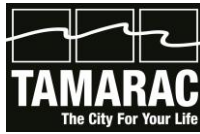
Preference may be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE PROPOSALS - Preference may be given to businesses with drug-free workplace programs. Whenever two or more proposals that are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after each conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section. As the person authorized to sign the statement, I certify that this form complies fully with the above requirements.

Authorized Signature

Company Name



**SAMPLE FORM AGREEMENT
BETWEEN THE CITY OF TAMARAC
AND**

THIS AGREEMENT is made and entered into this ____ day of _____, 20__ by and between the City of Tamarac, a municipal corporation with principal offices located at 7525 N.W. 88th Ave., Tamarac, FL 33321 (the "CITY") and _____, a _____ corporation with principal offices located at _____ (the "Contractor") to provide Office Supplies for CITY and other participating agencies in the Southeast Florida Governmental Purchasing Cooperative.

Now therefore, in consideration of the mutual covenants hereinafter set forth, the City and Contractor agree as follows:

1) The Contract Documents

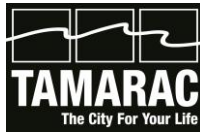
The contract documents consist of this Agreement, Request for Proposal Document No. 13-23R issued August 4, 2013, including all conditions therein, (General Terms and Conditions, Special Conditions and/or Special Provisions), drawings, Technical Specifications, all addenda, the Contractor's bid/proposal included herein, and all modifications issued after execution of this Agreement. These contract documents form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated therein. In the event that there is a conflict between Request for Proposal document #13,23R as issued by the City, and the Contractor's Proposal, _____ as issued by the City shall take precedence over the Contractor's Proposal. Furthermore, in the event of a conflict between this document and any other contract documents, this Agreement shall prevail.

2) The Work

2.1. The Contractor shall perform all work for the City required by the contract documents as set forth below:

2.1.1 Contractor shall furnish all labor, materials, and equipment necessary to provide just-in-time desktop delivery of office supplies to the City of Tamarac and participating members of the Southeast Florida Governmental Purchasing Cooperative.

2.1.2 Contractor shall comply with any and all Federal, State, and local laws and regulations now in effect, or hereinafter enacted during the term of this Agreement, which are applicable to the Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.



3) Insurance

- 3.1.** Contractor shall obtain at Contractor's expense all necessary insurance in such form and amount as specified in the original bid document or as required by the City's Risk and Safety Manager before beginning work under this Agreement including, but not limited to, Workers' Compensation, Commercial General Liability, and all other insurance as required by the City, including Professional Liability when appropriate. Contractor shall maintain such insurance in full force and effect during the life of this Agreement. Contractor shall provide to the City's Risk and Safety Manager certificates of all insurances required under this section prior to beginning any work under this Agreement. The Contractor will ensure that all subcontractors comply with the above guidelines and will retain all necessary insurance in force throughout the term of this agreement.
- 3.2.** Contractor shall indemnify and hold the City harmless for any damages resulting from failure of the Contractor to take out and maintain such insurance. Contractor's General Liability Insurance policies shall be endorsed to add the City as an additional insured. Contractor shall be responsible for payment of all deductibles and self-insurance retentions on Contractor's Liability Insurance policies.

4) Contract Term and Renewal

This Agreement shall be effective _____, for a period of 3 years. City and Contractor reserve the right to exercise one (1) additional 3 year agreement, subject to satisfactory performance by Contractor.

5) Contract Sum

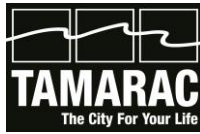
The Contract Sum for the above work is based on the high-use pricing matrix and discounted catalog pricing provided proposed by Contractor as part of its response to Request for Proposal #13-23R.

6) Payments

Payment will be made monthly for goods properly delivered during the previous month. The City of Tamarac will pay all office supply invoices by procurement card. All payments shall be governed by the Local Government Prompt Payment Act, F.S., Part VII, Chapter 218.

7) Indemnification

- 7.1** The Contractor shall indemnify and hold harmless the City, its elected and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorneys' fees) in connection with loss of life, bodily or personal injury, or property damage, including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Contractor

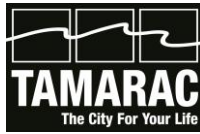


or its officers, employees, agents, subcontractors, or independent Contractors, excepting only such loss of life, bodily or personal injury, or property damage solely attributable to the gross negligence or willful misconduct of the City or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof.

- 7.2** Upon completion of all Services, obligations and duties provided for in this Agreement, or in the event of termination of this Agreement for any reason, the terms and conditions of this Article shall survive indefinitely.
- 7.3** The Contractor shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 7.4** The City and Contractor recognize that various provisions of this Agreement, including but not limited to this Section, provide for indemnification by the Contractor and requires a specific consideration be given there for. The Parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by Contractor. Furthermore, the City and Contractor understand and agree that the covenants and representations relating to this indemnification provision shall serve the term of this Agreement and continue in full force and effect as to the City's and the Contractor's responsibility to indemnify.
- 7.5** City reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of Contractor under the indemnification agreement.
- 7.6** Nothing contained herein is intended nor shall be construed to waive City's rights and immunities under the common law or Florida Statutes 768.28, as amended from time to time.

8) Non-Discrimination & Equal Opportunity Employment

During the performance of the Contract, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. The Contractor will take affirmative action to ensure that employees are treated during employment, without regard to their race, color, sex, religion, age, national origin, marital status, political affiliation, familial status, sexual orientation, or disability if qualified. Such actions must include, but not be limited to, the following: employment, promotion; demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor shall agree to post in conspicuous places,



available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause. The Contractor further agrees that he/she will ensure that Subcontractors, if any, will be made aware of and will comply with this nondiscrimination clause.

9) Independent Contractor

This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Contractor is an independent contractor under this Agreement and not the City's employee for any purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Worker's Compensation Act, and the State Unemployment Insurance law. The Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Contractor's activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Agreement shall be those of Contractor, which policies of Contractor shall not conflict with City, State, or United States policies, rules or regulations relating to the use of Contractor's funds provided for herein. The Contractor agrees that it is a separate and independent enterprise from the City, that it had full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the Contractor and the City and the City will not be liable for any obligation incurred by Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.

10) Assignment and Subcontracting

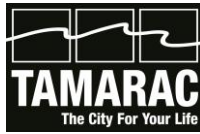
Contractor shall not transfer or assign the performance required by this Agreement without the prior consent of the City. This Agreement, or any portion thereof, shall not be subcontracted without the prior written consent of the city.

11) Notice

Whenever either party desires or is required under this Agreement to give notice to any other party, it must be given by written notice either delivered in person, sent by U.S. Certified Mail, U.S. Express Mail, air or ground courier services, or by messenger service, as follows:

CITY

City Manager
City of Tamarac
7525 N.W. 88th Avenue
Tamarac, FL 33321



With a copy to City Attorney at the following address:

Goren, Cherof, Doody & Ezrol, P.A.
3099 East Commercial Blvd., Suite 200
Fort Lauderdale, FL 33308

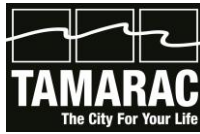
CONTRACTOR

12) Termination

- 12.1 Termination for Convenience:** This Agreement may be terminated by the City for convenience, upon seven (7) days of written notice by the City to the Contractor for such termination in which event the Contractor shall be paid its compensation for services performed to termination date, including services reasonably related to termination. In the event that the Contractor abandons this Agreement or causes it to be terminated, Contractor shall indemnify the city against loss pertaining to this termination.
- 12.2 Default by Contractor:** In addition to all other remedies available to the City, this Agreement shall be subject to cancellation by the City for cause, should the Contractor neglect or fail to perform or observe any of the terms, provisions, conditions, or requirements herein contained, if such neglect or failure shall continue for a period of thirty (30) days after receipt by Contractor of written notice of such neglect or failure.

13) Public Records

- 13.1** The City of Tamarac is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law. Specifically, the Contractor shall:
- 13.1.1 Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service;
 - 13.1.2 Provide the public with access to such public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed that provided in chapter 119, Fla. Stat., or as otherwise provided by law;
 - 13.1.3 Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
 - 13.1.4 Meet all requirements for retaining public records and transfer to



the City, at no cost, 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. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the agency.

- 13.2** The failure of Contractor to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the City shall enforce the Default in accordance with the provisions set forth in Article 12 "Termination" herein.

14) Uncontrollable Forces

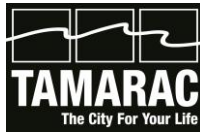
- 14.1** Neither the City nor Consultant shall be considered to be in default of this Agreement if delays in or failure of performance shall be due to Uncontrollable Forces, the effect of which, by the exercise of reasonable diligence, the non-performing party could not avoid. The term "Uncontrollable Forces" shall mean any event which results in the prevention or delay of performance by a party of its obligations under this Agreement and which is beyond the reasonable control of the nonperforming party. It includes, but is not limited to fire, flood, earthquakes, storms, lightning, epidemic, war, riot, civil disturbance, sabotage, and governmental actions.
- 14.2** Neither party shall, however, be excused from performance if nonperformance is due to forces, which are preventable, removable, or remediable, and which the nonperforming party could have, with the exercise of reasonable diligence, prevented, removed, or remedied with reasonable dispatch. The nonperforming party shall, within a reasonable time of being prevented or delayed from performance by an uncontrollable force, give written notice to the other party describing the circumstances and uncontrollable forces preventing continued performance of the obligations of this Agreement.

15) Agreement Subject to Funding

This agreement shall remain in full force and effect only as long as the expenditures provided for in the Agreement have been appropriated by the City Commission of the City of Tamarac in the annual budget for each fiscal year of this Agreement, and is subject to termination based on lack of funding.

16) Venue

This Agreement shall be governed by the laws of the State of Florida as now and hereafter in force. The venue for actions arising out of this agreement is fixed in Broward County, Florida.



17) Signatory Authority

The Contractor shall provide the City with copies of requisite documentation evidencing that the signatory for Contractor has the authority to enter into this Agreement.

18) Severability; Waiver of Provisions

Any provision in this Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision nor shall it affect the enforceability of that provision or of the remainder of this Agreement.

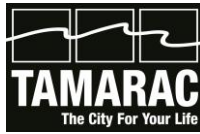
19) Merger; Amendment

This Agreement constitutes the entire Agreement between the Contractor and the City, and negotiations and oral understandings between the parties are merged herein. This Agreement can be supplemented and/or amended only by a written document executed by both the Contractor and the City.

20) No Construction Against Drafting Party

Each party to this Agreement expressly recognizes that this Agreement results from the negotiation process in which each party was represented by counsel and contributed to the drafting of this Agreement. Given this fact, no legal or other presumptions against the party drafting this Agreement concerning its construction, interpretation or otherwise accrue to the benefit of any party to the Agreement, and each party expressly waives the right to assert such a presumption in any proceedings or disputes connected with, arising out of, or involving this Agreement.

Remainder of Page Intentionally Blank



IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature. CITY OF TAMARAC, signing by and through its Mayor and City Manager, and CONTRACTOR, signing by and through its _____ duly authorized to execute same.

CITY OF TAMARAC

Beth Talabisco, Mayor

Date

ATTEST:

Michael C. Cernech, City Manager

Patricia A. Teufel, CMC
City Clerk

Date

Date

Approved as to form and legal sufficiency:

City Attorney

Date

ATTEST:

Company Name

Signature of Corporate Secretary

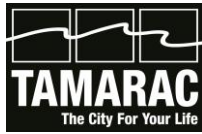
Signature of President/Owner

Type/Print Name of Corporate Secy.

Type/Print Name of President/Owner

(CORPORATE SEAL)

Date



CORPORATE ACKNOWLEDGEMENT

STATE OF _____ :

_____ :SS

COUNTY OF _____ :

I HEREBY CERTIFY that on this day, before me, an Officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared _____, of _____, a _____ Corporation, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged before me that he/she executed the same.

WITNESS my hand and official seal this _____ day of _____, 20__.

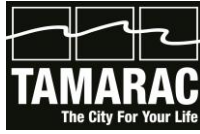
Signature of Notary Public
State of Florida at Large

Print, Type or Stamp
Name of Notary Public

☐ Personally known to me or
☐ Produced Identification

Type of I.D. Produced

☐ DID take an oath, or
☐ DID NOT take an oath.



Attachment A

PRICING MATRIX

Proposer shall provide unit prices based on the items and quantities shown. Bidder shall bid the exact manufacturer and model number as specified, except where a Generic item may be accepted, as indicated on the price matrix.

When Generic items are specified, please provide the Manufacturer and Model number for each Generic Item. Failure to provide this information may result in rejection of proposal.