

CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered: 10/20/11 – 10/19/11	Contract No.: 103-10537-2	Master Blanket: N/A
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Awarded Vendor:

Pictureline, Inc.
305 West 700 South
Salt Lake City, UT 84101

Delivery: 14 Days
Payment Terms: Net 30

Attn: Leslie Nilsson
801-364-1200
Fax 801-531-0200
Email: leslie@pictureline.com

Insurance Coverage Required: Yes No
Authorized for Purchases: Under \$25,000 Over
Extension Options: Yes No Years: 3, 1 yr extensions

EPSON INK CARTRIDGES AND SUPPLIES

GROUP IV

Item 17 – Epson Glossy Paper, S041638, 24 x 100	\$ 95.23 / roll
Item 18 – Epson Lustre Paper, S041461, 24 x 100	\$ 94.95 / roll
Item 19 – Epson Ink Cartridge, Black, T603100	\$ 77.45 / each
Item 20 – Epson Ink Cartridge, Cyan, T603200	\$ 77.45 / each
Item 21 – Epson Ink Cartridge, Vivid Magenta, T603300	\$ 77.45 / each
Item 22 – Epson Ink Cartridge, Yellow, T603400	\$ 77.45 / each
Item 23 – Epson Ink Cartridge, Light Cyan, T603500	\$ 77.45 / each
Item 24 – Epson Ink Cartridge, Viv Lgt Magenta, T603600	\$ 77.45 / each
Item 25 – Epson Ink Cartridge, Light Black, T603700	\$ 77.45 / each
Item 26 – Epson Ink Cartridge, Light Light Black, T603900	\$ 77.45 / each
Item 27 – Epson 7800 Maint Tank, C-12C890191	\$ 34.50 / each

Department Contract Co-Ordinator: Vickie Horton, Police, (954) 828-5451

Procurement Specialist: Michael F. Walker, CPPB, A.P.P., FCPM, FCPA

THIS AGREEMENT, made and entered into this 18th day of June, 2010, is by and between the City of Fort Lauderdale, a Florida municipality, ("City"), whose address is 100 North Andrews Avenue, Fort Lauderdale, FL 33301-1016, and Pictureline, Inc., a Utah corporation ("Contractor"), whose address and phone are 305 West 700 South, Salt Lake City, UT 84101, Phone 801-364-1200, Fax: 801-531-0200.

WHEREAS, the City issued Invitation to Bid Number 103-10537 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on June 18, 2010, the Procurement Services Director of the City of Fort Lauderdale, as designee of the City Manager, approved an agreement with Contractor for the goods or services described in the ITB pursuant to Section 2-182 of the Code of Ordinances of the City of Fort Lauderdale, Florida;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable consideration, the City and the Contractor covenant and agree as follows:

1. The Contractor agrees to provide to the City Epson Ink Cartridges (Group 4) in accordance with and in strict compliance with the specifications, terms, conditions, and requirements set forth in the ITB and any and all addenda thereto beginning October 20, 2010 and ending October 19, 2011. This contract may be extended for up to three (3), additional consecutive one (1) year terms upon agreement by both parties and approval by the City providing all terms, conditions and specifications remain the same.

2. This contract form G-110 Rev. 01/10, the ITB, any and all addenda to the ITB, and the Contractor's proposal in response to the ITB are integral parts of this Contract, and are incorporated herein.

3. In the event of conflict between or among the contract documents, the order of priority shall be as follows:

- First, this contract form, G-110 Rev. 01/10;
- Second, any and all addenda to the City's ITB in reverse chronological order;
- Third, the ITB;
- Fourth, the Contractor's response to any addendum requiring a response;
- Fifth, the Contractor's response to the ITB.

4. The Company warrants that the goods and services supplied to the City pursuant to this Contract shall at all times fully conform to the specifications set forth in the ITB and be of the highest quality. In the event the City, in the City's sole discretion, determines that any product or service supplied pursuant to this Contract is defective or does not conform to the specifications set forth in the ITB the City reserves the right unilaterally to cancel an order or cancel this Contract upon written notice to the Contractor, and reduce commensurately any amount of money due the Contractor.

5. The City may cancel this Contract upon written notice to the Contractor in the event the Contractor fails to furnish the goods or perform the services as described in the ITB within 30 days following written notice to the Contractor.

6. The Contractor shall not present any invoice to the City that includes sales tax (85-8012514506C-7) or federal excise tax (59-6000319).

7. Contractor shall direct all invoices in duplicate for payment to Finance Department, City of Fort Lauderdale, 100 N. Andrews Avenue, 6th Floor, Fort Lauderdale, FL 33301. Any applicable discount MUST appear on the invoice.

IN WITNESS WHEREOF, the City and the Contractor execute this Contract as follows:

CITY OF FORT LAUDERDALE

By: [Signature]
Director of Procurement Services

ATTEST

CONTRACTOR

By: _____

By: [Signature]

Print Name: _____

Print Name: Jens Nielsen

Title: President

(If not president of corporation please attach proof of authorization)

STATE OF Utah
COUNTY OF Salt Lake

The foregoing instrument was acknowledged before me this 16 day of August, 2010, by Jens Nielsen as (title): President for Pictureline, Inc., a Utah corporation.

(SEAL)

[Signature]
Notary Public, State of Utah
(Signature of Notary Public)

LACY THOMPSON
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known OR Produced Identification, ✓
Type of Identification Produced Utah Drivers License



Pictureline

Bid Contact **Leslie Nilsson**
leslie@pictureline.com
Ph 801-364-1200

Address **305 W 700 S**
Salt Lake City, UT 84101

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attach. Docs
103-10537-1-01	Photographic Paper - Kodak Royal "F" digital paper					No Bids
103-10537-1-02	Photographic Paper - Kodak Royal "F" digital paper					No Bids
103-10537-1-03	Photographic Paper - Kodak Royal "F" digital paper					No Bids
103-10537-1-04	CHAMPION BRAND COLOR NEGATIVE 9C- (C41) CHEMICALS ONLY					No Bids
103-10537-1-05	CHAMPION BRAND COLOR NEGATIVE 9C- (C41) CHEMICALS ONLY					No Bids
103-10537-1-06	CHAMPION BRAND COLOR NEGATIVE 9C- (C41) CHEMICALS ONLY					No Bids
103-10537-1-07	CHAMPION BRAND COLOR NEGATIVE 9C- (C41) CHEMICALS ONLY					No Bids
103-10537-1-08	CHAMPION BRAND COLOR NEGATIVE 9C- (C41) CHEMICALS ONLY					No Bids
103-10537-1-09	CHAMPION					No Bids

BRAND
COLOR
NEGATIVE
9C- (C41)
CHEMICALS
ONLY

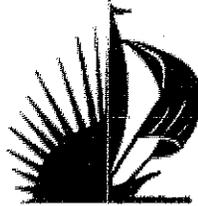
103-10537-1-10	CHAMPION BRAND PAPER (RAP-4) CHEMICALS ONLY				No Bids	
103-10537-1-11	CHAMPION BRAND PAPER (RAP-4) CHEMICALS ONLY				No Bids	
103-10537-1-12	CHAMPION BRAND PAPER (RAP-4) CHEMICALS ONLY				No Bids	
103-10537-1-13	CHAMPION BRAND PAPER (RAP-4) CHEMICALS ONLY				No Bids	
103-10537-1-14	MISC. LAB PRODUCTS				No Bids	
103-10537-1-15	MISC. LAB PRODUCTS				No Bids	
103-10537-1-16	MISC. LAB PRODUCTS				No Bids	
103-10537-1-17	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: SO41638 How many days for delivery?: 4	First Offer - \$95.23	2 / roll	\$190.46	Y
103-10537-1-18	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: SO42081 How many days for delivery?: 4 You have the wrong product # (SO41461) listed on your request	First Offer - \$94.95	2 / roll	\$189.90	Y
103-10537-1-19	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6031 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-20	EPSON 7800 INK JET PRINTER	Supplier Product Code: T6032 How many days	First Offer - \$77.45	2 / each	\$154.90	Y

		PAPER/INKS for delivery?: 4 ONLY				
103-10537-1-21	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6033 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-22	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6034 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-23	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6035 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-24	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6036 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-25	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6037 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-26	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: T6039 How many days for delivery?: 4	First Offer - \$77.45	2 / each	\$154.90	Y
103-10537-1-27	EPSON 7800 INK JET PRINTER PAPER/INKS ONLY	Supplier Product Code: C12C890191 How many days for delivery?: 4	First Offer - \$34.50	2 / each	\$69.00	Y

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

103-10537

**Photographic Supplies and Epson Ink
Cartridges**



CITY OF FORT LAUDERDALE

Michael F Walker

954-828-5677

BID/PROPOSAL SIGNATURE PAGE

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

The below signed hereby agrees to furnish the following article(s) or services at the price(s) and terms stated subject to all instructions, conditions, specifications addenda, legal advertisement, and conditions contained in the bid. I have read all attachments including the specifications and fully understand what is required. By submitting this signed proposal I will accept a contract if approved by the CITY and such acceptance covers all terms, conditions, and specifications of this bid/proposal.

Please Note: If responding to this solicitation through BidSync, the electronic version of the bid response will prevail, unless a paper version is clearly marked **by the bidder** in some manner to indicate that it will supplant the electronic version. All fields below **must** be completed. If the field does not apply to you, please note N/A in that field.

Submitted by: **Leslie Nilsson 06/04/10**
(signature) (date)

Name (printed): **Leslie Nilsson** Title: **Corporate Sales**

Company: (Legal Registration) **Pictureline**

CONTRACTOR, IF FOREIGN CORPORATION, MAY BE REQUIRED TO OBTAIN A CERTIFICATE OF AUTHORITY FROM THE DEPARTMENT OF STATE, IN ACCORDANCE WITH FLORIDA STATUTE §607.1501 (visit <http://www.dos.state.fl.us/>).

Address: **305 W 700 S**

City: **Salt Lake City** State: **UT** Zip: **84101**

Telephone No. **801-364-1200** FAX No. **801-531-0200**

Email: **leslie@pictureline.com**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **14**

Payment Terms (section 1.03): **net 30**

Total Bid Discount (section 1.04): **none**

Does your firm qualify for MBE or WBE status (section 1.08): MBE WBE

ADDENDUM ACKNOWLEDGEMENT - Proposer acknowledges that the following addenda have been received and are included in the proposal:

<u>Addendum No.</u>	<u>Date Issued</u>
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VARIANCES: State any variations to specifications, terms and conditions in the space provided below or reference in the space provided below all variances contained on other pages of bid, attachments or bid pages. No variations or exceptions by the Proposer will be deemed to be part of the bid submitted unless such variation or exception is listed and contained within the bid documents and referenced in the space provided below. If no statement is contained in the below space, it is hereby implied that your bid/proposal complies with the full scope of this solicitation. **HAVE YOU STATED ANY VARIANCES OR EXCEPTIONS BELOW? BIDDER MUST CLICK THE EXCEPTION LINK IF ANY VARIATION OR EXCEPTION IS TAKEN TO THE SPECIFICATIONS, TERMS AND CONDITIONS.** If this section does not apply to your bid, simply mark N/A in the section below.

Variances: **none**
revised 3-23-10

NON-COLLUSION STATEMENT:

By signing this offer, the vendor/contractor certifies that this offer is made independently and *free* from collusion. Vendor shall disclose below any City of Fort Lauderdale, FL officer or employee, or any relative of any such officer or employee who is an officer or director of, or has a material interest in, the vendor's business, who is in a position to influence this procurement.

Any City of Fort Lauderdale, FL officer or employee who has any input into the writing of specifications or requirements, solicitation of offers, decision to award, evaluation of offers, or any other activity pertinent to this procurement is presumed, for purposes hereof, to be in a position to influence this procurement.

For purposes hereof, a person has a material interest if they directly or indirectly own more than 5 percent of the total assets or capital stock of any business entity, or if they otherwise stand to personally gain if the contract is awarded to this vendor.

In accordance with City of Fort Lauderdale, FL Policy and Standards Manual, 6.10.8.3,

3.3. City employees may not contract with the City through any corporation or business entity in which they or their immediate family members hold a controlling financial interest (e.g. ownership of five (5) percent or more).

3.4. Immediate family members (spouse, parents and children) are also prohibited from contracting with the City subject to the same general rules.

Failure of a vendor to disclose any relationship described herein shall be reason for debarment in accordance with the provisions of the City Procurement Code.

NAME

RELATIONSHIPS

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