CONTRACT SUMMARY

CITY OF FORT LAUDERDALE
PROCUREMENT SERVICES DEPARTMENT

Period Covered:	Contract No.:	Master Blanket:
3/2/10 – 3/1/11	701-10459	N/A

Awarded Vendor:

Tropical Mailing, Inc.
1111 SW 21 Avenue, #24
Fort Lauderdale, FL 33312

Delivery: 1 Day
Payment Terms: Net 30

Attn: Ben DeCook
954-581-8006
Fax 954-778-0766

Email: [illegible]

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

****

SAME DAY MAILING SERVICES

Cass Certfication	$ 45.00
Move Update	$ 45.00
De-Duping	$ 0.0001
Inkjet Address	$ 0.02
Presort/Barcode	$ 0.005
Tabbing	$ 0.012
Folding	$ 0.0075
Minimum price	$ 190.00

****

Department Contract Co-Ordinator: Donna Perez, Central Services, (954) 828-5133

Procurement Specialist: Richard Ewell, CPPB

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THIS AGREEMENT, made and entered into this 2nd day of March, 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 Tropical Mailing Inc., a Florida corporation ("Contractor"), whose address and phone are 1111 SW 21 Avenue, Fort Lauderdale, FL 33312, Phone 954-581-8006, Fax: 954-778-0766.

WHEREAS, the City issued Invitation to Bid Number 701-10459 ("ITB"), and the Contractor submitted a bid in response to the ITB; and

WHEREAS, on March 2, 2010, the Procurement Services Director of the City of Fort Lauderdale approved an agreement with Contractor for the goods or services described in the ITB

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 Same Day Mailing Services 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 March 2, 2010 and ending March 1, 2011 for the requirements listed above.

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

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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: _____
Director of Procurement Services

ATTEST

Gene Parker
Print Name

Title: Account Executive
(Secretary for corporation member or manager for L.L.C.)

CONTRACTOR

By: Ben De Cook

Print Name: BEN DE COOK

Title: President
(If not president of corporation or managing member of limited liability company, please attach proof of authorization.)

STATE OF Florida:
COUNTY OF Broward:

The foregoing instrument was acknowledged before me this 29th day of April, 2010, by Ben DE COOK.

PATRICIA L. CONNOLLY
Notary Public - State of Florida
My Comm. Expires Nov 20, 2013
Commission # DD 928033
Bonded Through National Notary Assn.

Notary Public, State of Florida
(Signature of Notary Public - State of Florida)

Patricia L. Connolly
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known ✓ OR Produced Identification _____
Type of Identification Produced _____

TROPICAL MAILING INC

Bid Contact **BEN DeCOOK**
TROPICALMAILING@ATT.NET
Ph 954-581-8006

Address **1111 SW 21 AVE STE**
FORT LAUDERDALE, FL 33312

Supplier Code 00019187

Qualifications **SB**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
701-10459-1-01	Cass Certification	**Supplier Product Code:**	**First Offer - $45.00**	1 / each	**$45.00**		**Y**
701-10459-1-02	Move Update	**Supplier Product Code:**	**First Offer - $45.00**	1 / each	**$45.00**		**Y**
701-10459-1-03	De-Duping	**Supplier Product Code:**	**First Offer - $0.001**	1 / each	**$0.001**		**Y**
701-10459-1-04	Inkjet Address	**Supplier Product Code:**	**First Offer - $0.02**	1 / each	**$0.02**		**Y**
701-10459-1-05	Presort/Barcode	**Supplier Product Code:**	**First Offer - $0.005**	1 / each	**$0.005**		**Y**
701-10459-1-06	Tabbing	**Supplier Product Code:**	**First Offer - $0.012**	1 / each	**$0.012**		**Y**
701-10459-1-07	Folding	**Supplier Product Code:**	**First Offer - $0.0075**	1 / each	**$0.0075**		**Y**
701-10459-1-08	Minimum price	**Supplier Product Code:**	**First Offer - $190.00**	1 / each	**$190.00**		**Y**
			Supplier Total		**$280.0455**		

CITY OF FORT LAUDERDALE
SPECIFICATIONS PACKAGE

701-10459

Same Day Mailing Services

CITY OF FORT LAUDERDALE

Richard Ewell

954-828-5138

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.

Submitted by: **BEN DeCOOK 2-11-2010**
(signature) (date)

Name (printed) **BEN DeCOOK** Title: **PRESIDENT**

Company: (Legal Registration) **TROPICAL MAILING INC**

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/doc/).

Address: **1111 SW 21 AVE #24**

City **FT. LAUDERDALE** State: **FL** Zip **33312**

Telephone No. **954-581-8006** No. **954-778-0766**

E-MAIL: **TROPICALMAILING@ATT.NET**

Delivery: Calendar days after receipt of Purchase Order (section 1.02 of General Conditions): **1**

Payment Terms (section 1.03): **N-30** Total Bid Discount (section 1.04): **X**

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

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

Addendum No. **X** Date Issued **X**

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 9-08-09

BIDDER QUESTIONAIRE
ITB #701-10459

1. What is your companies cut off time for receipt of address file(s) to comply with same day mailing fulfillment requirements?
   1PM

2. What is your companies cut off time for receipt of mail pieces to comply with fulfillment requirements and same day delivery to main Post Office?
   1PM

3. Is your company capable of completing all the quote requirements or will outside vendors be utilized?
   YES ALL

4. Provide the address of drop off location for the special mailings and is it located within three (3) miles of zip code 33316?
   1111 SW 21 AVE #24 FT. LAUDERDALE FL 33312

5. What is the maximum mail piece quantity your company is able to process same day?
   20,000

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.