


**UTILITIES COMMISSION
City of New Smyrna Beach, Florida
Request for Quotation
10-844A**

**WE HEREBY INVITE YOUR COMPANY TO SUBMIT A FORMAL QUOTATION FOR
PRINTED MATERIAL FOR PUBLIC INFORMATION AND COMMUNICATION
FOR THE UTILITIES COMMISSION, CITY OF NEW SMYRNA BEACH**

**SUBMIT TWO (2) COPIES OF YOUR QUOTES BY MAIL, FAX, OR HAND DELIVERING
TO:**



Utilities Commission
City of New Smyrna Beach
Attn: Maureen Lynch, CPPB
Materials Manager
(386) 424-3046
(386) 424-2748 Facsimile
mlynch@ucnsb.org

MAILING ADDRESS:
200 Canal Street
New Smyrna Beach, FL 32168

WALK IN DELIVERY ADDRESS:
200 Canal Street
New Smyrna Beach, FL 32168

QUOTATIONS DUE PRIOR TO: May 6, 2010 at 2:30 P.M.

UTILITIES COMMISSION
City of New Smyrna Beach
RFQ 10-844A

SCHEDULE

Distribution of the Request for Quotation

April 15, 2010

RFQ Return Deadline by 2:30PM
Location: UCNSB Finance Office
200 Canal St. New Smyrna Beach
FL, 32168

May 6, 2010



UTILITIES COMMISSION
City of New Smyrna Beach
RFQ 10-844A

TABLE OF CONTENTS

General Instructions and Conditions	4-8
References	9
Vendor Information	10-11
General Information	12-13
Quote Form	14



UTILITIES COMMISSION
City of New Smyrna Beach, Florida
GENERAL INSTRUCTIONS AND CONDITIONS

1. The term **COMMISSION** used herein refers to the Utilities Commission, City of New Smyrna Beach, Florida, or its duly authorized representative.
2. The term **VENDOR** used herein refers to the dealer/manufacturer or business organization submitting a bid to the **COMMISSION** in response to this solicitation.
3. **VENDORS** are expected to examine, when applicable, the drawings, specifications, delivery requirements, performance sites and all instructions to satisfy themselves of conditions affecting cost of performing this contract.
4. No material, labor or facilities will be furnished by the **COMMISSION** unless specifically stated.
5. The **VENDOR** hereby attests that the prices in this offer have been arrived at independently without consultation, communication or agreement with any competitor for the purpose of restricting competition.
6. The **VENDOR** warrants that the prices of the items set forth herein do not exceed the prices charged by the **BIDDER** under a contract with the State of Florida.
7. The **VENDOR** agrees that the supplies and services furnished under this award shall be covered by the most favorable commercial warranties the **BIDDER** gives any customers for comparable quantities of such supplies or services and that the rights and remedies provided herein are in addition to and do not limit any rights afforded to the **COMMISSION** by any other provision of this award.
8. A duly authorized representative of the **COMMISSION** will accomplish inspection and acceptance of the supplies/services purchased herein at the designated delivery point.
9. All invoices resulting from the award of this bid will be paid within 30 days of receipt of invoice or receipt of goods or acceptance of work performed.
10. Carelessness in quoting prices or in preparation of bid otherwise, will not relieve the bidder. Bidders are expected to examine specifications, delivery schedule, extensions, and all terms and conditions in the bid documents. Bids having erasures or corrections must be initialed in ink by the Bidder. In the event of an extension error(s), the unit price will prevail. Written amounts shall take precedence over numerical amounts.
11. **Public Entity Crimes:** UNDER SECTION 287.133(2)(a), FLORIDA STATUTES, A person or affiliate who has been placed on the convicted vendor list following a conviction for a 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 a 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 Section 287.017, for Category two for a period of 36 months from the date of being placed on the convicted vendor list.
12. Quotes shall be **addressed and mailed or delivered as specified on page 1.**
13. The **Commission** reserves the right to reject bids containing any additional terms or conditions not specifically requested in the original conditions and specifications.

14. Failure of the contractor to deliver within the time specified, or within a reasonable time as interpreted by the Purchasing Authority or failure to make replacements of rejected articles as directed, shall permit the Purchasing Authority to purchase on the open market articles of comparable grade to take the place of those rejected or not delivered. On all such purchases, the contractor shall reimburse the **Utilities Commission**, within a reasonable time specified by the Purchasing Authority, for any expenses incurred in excess of the defaulted price. Payments due the contractor by the **Utilities Commission** may be withheld until reimbursement is received.
15. When brand or trade names are used in the bid invitation, it is for the purpose of item identification and to establish standards for quality; style and features. Bids on equivalent items will be considered unless items are noted as no substitutes. Equivalent bids must be accompanied by descriptive literature and/or specifications to receive consideration. Demonstrations and/or samples may be required and shall be at not charge to the Utilities Commission. The **UTILITIES COMMISSION** reserves the right to determine if bid goods are equivalent to specified goods.
16. Awards shall be made as required for the best interest of the **Commission**. The right is reserved to make award(s) by individual items, group of items, all or none, or any combination thereof, with one or more suppliers.
17. **INDEPENDENT CONTRACTORS:** Contractor is an independent contractor, and all persons employed by Contractor in connection herewith shall be its employees and not employees of Commission in any respect.
18. **INSURANCE:** The Contractor shall, at its sole expense, maintain in effect at all times during the performance of the services insurance coverage with limits not less than those set forth below and with insurers and under forms of policies satisfactory to Commission.

<u>Coverage</u>	<u>Minimum Amounts and Limits</u>	
(a) Worker's Compensation	Statutory requirements at location of work	
Employer's Liability	\$ 100,000	Each occurrence
	\$ 300,000	Disease, aggregate
	\$ 100,000	Disease, each employee
(b) General Liability	\$1,000,000	General Aggregate
	\$1,000,000	Products – Comp Ops Agg
	\$ 500,000	Each Occurrence
	\$ 50,000	Fire Damage
	\$ 5,000	Medical Expense
(c) Automobile Liability (owned, hired and non-owned)	\$1,000,000	Combined Single Limit
Option of Split Limits:		
(1.) Bodily Injury	\$ 500,000	Per Person
	\$1,000,000	Per Accident
(2.) Property Damage	\$ 500,000	

Coverage shall apply to the indemnity agreement and shall include the UTILITIES COMMISSION their officers and employees, each as additional insured but only as regards to their liability arising out of Contractor's performance of the work or out of operations performed by others on behalf of Contractor under this Contract. The insurance as afforded to such additional insured shall state that it is primary insurance and shall provide for a severability of interest or cross-liability clause. Prior to commencing performance of any work or site mobilization, Contractor shall furnish Commission with Certificates of Insurance (identifying on the face thereof the Project name and Contract number) as evidence of the above required insurance and such Certificates shall provide for thirty (30) days written notice to Commission prior to cancellation thereof.

Commission is not maintaining any insurance on behalf of Contractor covering loss or damage to the work or to any other property of Contractor unless otherwise specifically set forth herein.

None of the requirements contained herein as to types, limits and approval of insurance coverage to be maintained by Contractor are intended to and shall not in any manner limit or qualify the liabilities and obligations assumed by Contractor under this contract.

Contractor shall deliver the original Certificate of Insurance and one copy to the agent of the Commission.

Notices, in original and one copy, of cancellation, termination and alternation of such policies shall also be provided to the agent of the Commission.

19. **WARRANTY AND ACCEPTANCE:** All material shall be new and workmanship shall be first class in every respect. The work shall be subject to inspection and acceptance by Commission. Contractor guarantees its work hereunder for a period of 12 months after completion and acceptance of the work unless otherwise set forth herein. In the event Commission discovers defects in material or workmanship at any time before the expiration of the specified warranty period, Contractor shall, upon written notice from Commission, repair or replace at its sole expense any such defects. Commission may perform such repairs or replacements by other reasonable means and Contractor agrees to pay for such corrective measures. Neither acceptance of the work by Commission nor payment shall relieve Contractor from liability under the indemnity clause or any of the guarantees or warranties contained or implied herein.

20. **LAWS, REGULATIONS, PERMITS AND TAXES:** Contractor shall comply with Commission's jobsite procedures and regulations and with all applicable local, state and federal laws, rules and regulations and shall obtain all permits required for any of the work performed hereunder. Contractor shall procure and pay for all permits and inspections required for any of the work performed hereunder and shall furnish any bonds, security or deposits required to permit performance of the work. Contractor shall, to the extent permissible under applicable law, comply with the jobsite provisions which validly and lawfully apply to work on the specific jobsite being performed under this Contract.

21. **WORK RULES, SECURITY:** For work performed on Commission premises, Contractor shall strictly observe Commission work rules and security requirements. All work shall be carried out during normal Commission working hours unless specifically agreed to in writing by Commission. Contractor shall, at Commission's request remove from site any employee whom Commission deems to be incompetent, dishonest or uncooperative.

22. **CHANGES:** Commission may, at any time, direct in writing additions, deletions or changes to all or any part of the work. If any such change causes an increase or decrease in the cost of or in the time required to perform such work, Contractor shall submit detail information substantiating such claims and an equitable adjustment shall be made to the price or time of performance.

23. **RELEASE AGAINST LIENS OR CLAIMS:** Contractor shall promptly pay all claims of persons or firms furnishing labor, equipment or materials used in performing the work hereunder. Commission may require Contractor to submit satisfactory evidence of payment and releases of all such claims. If there is any evidence of any such unpaid claim, Commission may withhold any payment until Contractor has furnished such evidence of payment and release.

24. **ASSIGNMENT:** Any assignment by Contractor of this Contract or of any rights hereunder or hypothecation thereof in any manner, in whole or in part, by operation of law or otherwise, without the prior written consent of Commission shall be voided.

25. **SAFETY AND FIRE PREVENTION:** Contractor shall at all times conduct all operations under the Contract in a manner to avoid risks of bodily harm to persons, damage to any property and fire. Contractor shall be responsible to take all precautions necessary and continuously inspect all work, materials and equipment to discover, determine and correct any such conditions which may result in any of the aforementioned risks.

26. **SUSPENSION OF WORK AND TERMINATION**

Utilities Commission May Suspend Work - The Utilities Commission may at any time and without cause suspend the Work or any portion thereof by notice in writing to the Contractor. The Project Manager shall fix the date on which Work shall be resumed and the Contractor will resume the Work on the date so fixed. The Contractor will be allowed an

extension of the Contract Time or both, if directly attributable to any suspension. However, no change to the contract price will be allowed on claims for suspended work or delays, whatever the course or reason. Also, during any period of suspension, the Contractor shall take all available measures to mitigate costs such as taking on new work, reassigning resources to other contracts, etc.

Utilities Commission May Terminate for Cause - If the Contractor is adjudged bankrupt or insolvent; if he makes a general assignment for the benefit of his creditors without Utilities Commission approval; if a trustee or receiver is appointed for the Contractor or for any of his property; if he files a petition to take advantage of any debtor's act or to reorganize under the bankruptcy or similar laws; if he fails to prosecute and complete the Work in accordance with the established Project Schedule or within the Contract Time allowed; if he repeatedly fails to supply sufficient skilled workers or suitable materials or equipment; if he repeatedly fails to make prompt payment to subcontractors for labor, materials or equipment; if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction; if he disregards the authority of the Project Manager; or if he otherwise substantially violates any provisions of the Contract Documents, then the Utilities Commission may, without prejudice to any other right or remedy and after giving the Contractor and his Surety seven (7) days written notice, terminate the services of the Contractor and take possession of the Work and of all materials, equipment, tools, construction equipment and machinery thereon owned by the Contractor and assign the completion of the Work to the Surety, or finish the Work by whatever method it may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Amount exceeds the direct and indirect cost of completing the Work, including compensation for additional professional services, such excess shall be paid to the Contractor. If such cost exceeds such unpaid balance, the Contractor will pay the difference to the Utilities Commission. Such cost incurred by the Utilities Commission will be determined by the Utilities Commission and incorporated in a Change Order.

Where the Contractor's services have been so terminated by the Utilities Commission, said termination shall not affect any rights of the Utilities Commission against the Contractor then existing or which may thereafter accrue. Any retention or payment of moneys by the Utilities Commission due the Contractor will not release the Contractor from liability.

Upon Termination for Cause, the Contractor shall not be entitled to payment for any anticipated supplemental costs, administrative expenses and/or profit for uncompleted Work.

If after notice of termination of the services of the Contractor for cause, it is determined that the Contractor was not in default, the termination shall be deemed to have been for the convenience of the Utilities Commission. In such event the Contractor may recover from the Utilities Commission payment for Work completed and reasonable termination costs as provided in the following paragraph.

Termination for Convenience: Upon seven (7) days written notice to the Contractor and the Surety, or sooner if reasonable under the circumstances, the Utilities Commission may, without cause and without prejudice to any other right or remedy, elect to terminate any part of the Work, or the Contract in whole or in part, as the Utilities Commission may deem appropriate. In any termination for convenience, the Contractor shall be paid for Work completed by the Contractor and subcontractors at the time of termination provided, however, that the payment to the Contractor will exclude any and all anticipated supplemental costs, administrative expenses and profit for uncompleted Work. Upon termination for convenience, the Utilities Commission shall have full power and authority to take possession of the Work, assume any sub-agreements with Subcontractors and suppliers which the Utilities Commission selects, and prosecute the Work to completion by contract or as the Utilities Commission may deem expedient.

27. MAINTENANCE OF RECORDS

The Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Contractor for a minimum of five (5) years from the date of final payment on this Contract. The Utilities Commission and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the Utilities Commission deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The Utilities Commission during the period of time defined by the preceding sentence shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Contractor as concerns the aforesaid records and documentation.

28. Conflict of Interest of Officers or Employees of the Contracting Entity/Local Jurisdiction, Members of the Local Governing Body, or Other Elected Officials

No member or employee of the contracting entity/local jurisdiction or its designees or agents; no member of the governing body; and no other public official of the Utilities Commission who exercises any function or responsibility with respect to this contract, during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed. Further, the Contractor shall cause to be incorporated in all subcontracts, the language set forth in this paragraph prohibiting conflict of interest.

29. Employee Conflict of Interest- It shall be unethical for any Utilities Commission employee to participate directly or indirectly in a procurement contract when the Utilities Commission employee knows that:

(1) The Utilities Commission employee or any member of the Utilities Commission employee's immediate family has a financial interest in the procurement contract; or

(2) any other person, business, or organization with whom the Utilities Commission employee or any member of a Utilities Commission employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

A Utilities Commission employee or any member of a Utilities Commission employee's immediate family who holds a financial interest in a disclosed blind trust shall not be deemed to have a conflict of interest with regard to matters pertaining to that financial interest.

30. Gratuities and Kickbacks.

(1) Gratuities. It shall be unethical for any person to offer, give, or agree to give any Utilities Commission employee or former Utilities Commission employee, or for any Utilities Commission employee or former Utilities Commission employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity Utilities Commission employee. The Commission in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

(2) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier sub-contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(3) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation therefore.

UTILITIES COMMISSION
City of New Smyrna Beach
RFQ 10-844A

REFERENCES

Provide the business names, contact persons and telephone numbers of three (3) references for which the firm has provided the services described in this RFQ for two (2) years or more. Include relationships with utility and governmental agencies. It is our intent to contact these references during the award process. Award of this contract will be based on price AS WELL AS REFERENCES AND EXPERIENCE.

1. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

2. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

3. Name of Company: _____

Address: _____

Point of Contact: _____

Phone Number: _____

Dates of Service: _____

Service(s) Provided: _____

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH, FLORIDA**

VENDOR INFORMATION

In addition to General Conditions, your quote may be disqualified if the following vendor information is not returned with your quote.

Vendor is:

- () Corporation
- () Partnership
- () Sole Proprietorship
- () Other _____ (Explain)

Federal Employer Identification
Number or Social Security Number: _____

Do you collect Florida State Sales Tax? ()Yes ()No

Firm Name: _____

Mailing Address: _____

Telephone Number: _____

Facsimile Number: _____

E-mail: _____ Web Address: _____

If vendor is bidding as a manufacturer's representative and the purchase order should be addressed to the manufacturer in care of the bidder, so indicate.

If remittance address is different from the mailing address so indicate below.

Firm Name: _____

Mailing Address: _____

**UTILITIES COMMISSION
CITY OF NEW SMYRNA BEACH
RFQ 10-844A**

GENERAL INFORMATION:

SCOPE OF WORK

The Utilities Commission of New Smyrna Beach is seeking to put a Term Contract in place for print services. The Commission anticipates the need of printed material including but not limited to flyers, brochures and pamphlets for monthly billing inserts. Various shapes, sizes, paper types, colors and folds shall be requested. Actual samples from each monthly insert used during the prior fiscal year are provided to you with this document. Descriptions and the annual average yearly quantities for each insert are listed on the Quotation Form.

The initial contract will be for a period of one year in an amount not to exceed \$40,000.00.

ESTIMATED QUANTITIES

The quantities contained within this request are estimated. Utilities Commission reserves the right to increase or decrease estimated quantities as required. It is understood by all bidder's that these are only estimated quantities and Utilities Commission is not obligated to purchase any minimum or maximum amount during the life of this contract.

PRICING

The Utilities Commission requires a firm price for the initial contract term. Invoices will be reviewed to confirm compliance with quoted pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

NON-EXCLUSIVE CONTRACT

The contract resulting from this solicitation shall be non-exclusive and the Utilities Commission may procure the goods or services covered by the contract from other sources at its discretion.

CONTRACT TERM/RENEWAL

The contract resulting from this Request for Quote shall commence effective upon execution by both parties and extend for a period of twelve (12) months. The contract may be renewed for three (3) additional twelve (12) month periods, upon mutual agreement of both parties.

ITEM#	DESCRIPTION	AVG YEARLY					
			QTY 400	QTY 1000	QTY 3000	QTY 4000	QTY 25500
1	65# Bright Hue Yellow Cover 11 x 4.25 1/1 No Bleeds Die Cut w/Perf	400					
2	65# Bright Hue Yellow Cover 11 x 4 1/0 No Bleeds	400					
3	60# White Opaque Text Paper 4/4 w/Bleeds 8.5 x 11 Folded Into Thirds	1,000/25,500					
4	80# White Opaque Cover 1/1 Full Bleeds 3.67 x 8.5	25,500					
5	60# Opaque White Text Paper 4/4 No Bleeds 11 x 17 Folded in Half Then Thirds	25,500					
6	60# Opaque White Text Paper 1/1 No Bleeds 8.5 x 14 Folded in Half Then Half Again	25,500					
7	80# White Opaque Cover 1/1 No Bleeds 3.67 x 8.5	25,500					
8	80# White Opaque Cover 4/1 No Bleeds 3.67 x 8.5	25,500					
9	60# White Opaque Text Paper 4/1 No Bleeds 8.5 x 11 Folded Into Thirds	25,500					
10	20# Paper 4/4 No Bleeds 8.5 x 11 Folded Into Thirds	25,500					
11	60# White Opaque Text Paper 4/4 No Bleeds 8.5 x 11 Folded Into Thirds	25,500					
12	60# White Opaque Text Paper 1/1 No Bleeds 8.5 x 11 Folded Into Thirds	25,500					
13	80# White Opaque Cover 1/0 No Bleeds 3.67 x 8.5	25,500					
14	80# White Opaque Cover 4/4 w/Bleeds 3.67 x 8.5	25,500					
15	16 Page 8.5 x 11 Booklet Style Folded in Half w/Staples 70# White Opaque text Paper 2/2 No Bleed w/100# Gloss Cover 4/0 w/Bleed	4,000					
16	16 Page 8.5 x 11 Booklet Style Folded in Half w/Staples 100# Gloss Text Self Cover 4/4 w/Bleed	3,000					
	TOTAL DOLLAR AMOUNT		0	0	0	0	0