CITY OF SAN ANTONIO PURCHASING & GENERAL SERVICES DEPARTMENT

Issued By: DDG **Date Issued: December 14, 2010**
BID NO.: A173-11 DDG

FORMAL INVITATION FOR BIDS
ANNUAL CONTRACT FOR COPIER AND PRINTER PAPER

Sealed bids in triplicate, subject to the Terms and Conditions of this Invitation for Bids and other contract provisions, will be received at the City Clerk, City Hall until 2:00 P.M. Central Time, **January 3, 2011.**

The City of San Antonio Purchasing & General Services Department is willing to assist any bidder(s) in the interpretation of bid provisions or explanation of how bid forms are to be completed. Assistance may be received by visiting the Purchasing Office in the Riverview Tower, 111 Soledad, Suite 1100, or by calling (210) 207-7260.

This invitation includes the following:

Invitation for Bids
Terms and Conditions of Invitation for Bids
Specifications and General Requirements
Price Schedule

The undersigned, by his/her signature, represents that he/she is authorized to bind the Bidder to fully comply with the Specifications and General Requirements for the amount(s) shown on the accompanying bid sheet(s). By signing below, Bidder has read the entire document and agreed to the terms therein.

Signer's Name: _____ Firm Name: _____
(Please Print or Type)

Address: _____

_____
Signature of Person Authorized to Sign Bid

City, State, Zip Code: _____

Email Address: _____ Telephone No.: _____

Fax No.: _____

Please complete the following:
Prompt Payment Discount: _____% _____days. (If no discount is offered, Net 30 will apply.)

Please check the following blanks which apply to your company:

Ownership of firm (51% or more):

___Non-minority ____Hispanic ___African-American ____Other Minority (specify) _____
___Female Owned ___Handicapped Owned ___Small Business (less than $1 million annual receipts or 100 employees)
Indicate Status: ___Partnership ___Corporation ____Sole Proprietorship ____Other (specify) _____
Tax Identification Number:_____

FOR CITY USE ONLY **AWARD**

Items Accepted:	**Ordinance No:**	**Date:**	**Amount:**

Approved: _____ **CITY OF SAN ANTONIO**

TERMS AND CONDITIONS OF INVITATION FOR BIDS

READ CAREFULLY

1. GENERAL CONDITIONS

Bidders (hereinafter "bidders", "vendors" or "contractors") are required to submit their bids upon the following expressed conditions:

(a) Bidders shall thoroughly examine the drawings, specifications, schedule(s), instructions and all other contract documents.

(b) Bidders shall make all investigations necessary to thoroughly inform themselves regarding plant and facilities for delivery of material and equipment as required by the bid conditions. No plea of ignorance by the bidder of conditions that exist or that may hereafter exist as a result of failure or omission on the part of the bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements of the contract documents, will be accepted as a basis for varying the requirements of the City or the compensation to the vendor.

(c) Bidders are advised that all City contracts are subject to all legal requirements provided for in the City Charter and/or applicable City Ordinances, state and federal statutes. Any bid, after being opened, becomes subject to the Public Information Act, Government Code Chapter 552; therefore bidders must clearly indicate any portion of the submitted bid that the bidder claims is not subject to public inspection under the Public Information Act.

(d) No officer or employee of the City shall have a financial interest, direct or indirect, in any contract with the City, or shall benefit financially, directly or indirectly, in the sale to the City of any materials, supplies or services, except on behalf of the City as an officer or employee. This prohibition extends to the City Public Service Board, San Antonio Water System, and all City boards and commissions other than those which are purely advisory. In this instance a City employee is defined as any employee of the City who is required to file a financial involvement report pursuant to the City's ethics ordinance.

2. PREPARATION OF BIDS

Bids will be prepared in accordance with the following:

(a) All information required by the bid form shall be furnished or the bid may be deemed non responsive. The bidder shall print or type name and manually sign the schedule.

(b) Where there is an error in extension of price, the unit price shall govern. Any bid that is considered for award by each unit or line item, must include a price for each unit or line item for which the bidder wishes to be considered. Any ambiguity in the bid as a result of omission, error, unintelligible or illegible wording shall be construed in the favor of the City.

Any bid that is considered for award on an "all or none" basis must include a price quote for all units or line items. In an "All or None" bid, a unit price left blank shall be tabulated as a "zero", and shall be deemed to be offered at no cost to the City.

(c) Alternate bids may be allowed at the sole discretion of the City.

(d) Proposed delivery time must be shown and shall include weekends and holidays, unless specified otherwise in this IFB.

(e) Bidders will neither include federal taxes nor State of Texas limited sales excise and use taxes in bid prices since the City of San Antonio is exempt from payment of such taxes. An exemption certificate will be signed by City where applicable upon request by bidder.

3. DESCRIPTION OF SUPPLIES

Any catalog or manufacturer's reference used in describing an item is merely descriptive, and not restrictive, unless otherwise noted, and is used only to indicate type and quality of material**.** Each bid must clearly identify the proposed product, the quantity of the product, model, and type, as applicable. Prorata adjustments to packaging and pricing may be allowed at the sole discretion of the City**.**

4. ASSURANCE OF COMPLIANCE - EQUAL EMPLOYMENT OPPORTUNITY AND SMALL BUSINESS ECONOMIC DEVELOPMENT (SBEDA) PROGRAM

It is the policy of the City of San Antonio that Small, Minority, African-American and Women Business Enterprises shall have the maximum practicable opportunity to participate in the performance of public contracts. Bidder agrees that if this bid is accepted, he/she will not engage in employment practices which have the effect of discriminating against employees or prospective employees because of race, color, religion, national origin, sex, age, handicap or political belief or affiliation. In addition, bidder agrees, by submittal of this bid, that he/she will abide by all applicable terms and provisions of this Nondiscrimination Clause and the Small Business Economic Development Advocacy (SBEDA) Program Policy Ordinance. This clause and policy are available in the City Clerk's Office and the City's Economic Development Department.

5. SAMPLES, DEMONSTRATIONS AND TESTING

At the City's request and direction, bidder shall provide product samples and/or testing of items bid to ensure compliance with specifications. Samples, demonstrations and/or testing may be requested prior to award of the contract, upon delivery and/or at any point during the term of resulting contract. After notification, samples, demonstrations and/or testing must be provided within **ten** days. Failure to provide samples prior to award of contract will disqualify bidder from consideration. All samples (including return thereof), demonstrations and/or testing shall be at the expense of the bidder. Samples will be returned upon request; otherwise, samples will become property of the City of San Antonio, **ten** days after award of the contract.

6. SUBMISSION OF BIDS

(a) **Sealed bids in triplicate** shall be enclosed in sealed envelopes addressed to the City Clerk, City of San Antonio. The name and address of bidder, the date and hour of the bid opening, bid number and title of the bid solicitation shall be marked on the outside of the envelope(s).

(b) Bids must be submitted on the forms furnished. Bids, however, may be modified provided such modifications are sealed and received by the City Clerk prior to the time and date set for the bid opening. However, the City of San Antonio shall not be responsible for lost or misdirected bids or modifications.

(c) By submittal of this bid, bidder certifies to the best of his/her knowledge that all information is true and correct.

7. REJECTION OF BIDS

(a) The City may reject a bid if:

1. The bidder misstates or conceals any material fact in the bid; or

2. The bid does not strictly conform to law or the requirements of the bid;

3. The bid is conditional, except that the bidder may qualify the bid for acceptance by the City on an "All or None" basis or a "Best Value Item" basis. An "All or None" basis bid must include all items upon which bids are invited.

(b) In the event that a bidder is or subsequently becomes delinquent in the payment of his, her or its City taxes, including state and local sales taxes, such fact shall constitute grounds for rejection of the bid, or if awarded the bid, for cancellation of the contract. However, the City reserves the right to deduct any delinquent taxes from payments that the City may owe to the delinquent bidder as a result of such contract.

(c) The City may, reject all bids whenever it is deemed in the best interest of the City to do so, and may reject any part of a bid unless the bid has been qualified as provided in Par. 7 (a) 3 above. The City at its sole discretion may also waive any minor informalities or irregularities in any bid, to include failure to submit sufficient bid copies, failure to submit literature or similar attachments, or business affiliation information.

8. WITHDRAWAL OF BIDS

Bids may not be withdrawn after the time set for the bid opening, unless approved by the City Council.

9. LATE BIDS OR MODIFICATIONS

Bids and modifications received after the time set for the bid opening will not be considered.

10. CLARIFICATION TO BID SPECIFICATIONS

(a) If any person contemplating submitting a bid for this contract is in doubt as to the true meaning of the specifications, other bid documents, or any part thereof, he/she may submit to the City Director of Purchasing and General Services, (Director) on or before seven calendar days prior to scheduled opening, a request for clarification. All such requests for information shall be made in writing and the person submitting the request will be responsible for its prompt delivery. Any interpretation of the bid, if made, will be made only by Addendum duly issued. A copy of such Addendum will posted to the City's website at http://epay.sanantonio.gov/RFPListings/. It is the responsibility of a bidder to review this site and ascertain whether any amendments have been made prior to submission of a bid. The City will not be responsible for any other explanation or interpretation of the proposed bid made or given prior to the award of the contract. Any objections to the specifications and requirements as set forth in this bid must be filed in writing with the Director on or before **seven** calendar days prior to the scheduled opening.

(b) The City reserves the right to request clarification to assist in evaluating the bidder's response when the bid response is unclear with respect to product pricing, packaging or other factors. The information provided is not intended to change the bid response in any fashion and such information must be provided within **two** days from request.

11. INVOICING, PAYMENT AND DISCOUNTS

(a) Address for Invoices. All invoices must be sent to: City of San Antonio, Attn: Accounts Payable, P.O. Box 839976, San Antonio, Texas 78283-3976.

(b) Information Required On Invoice.

All invoices must be in a form and content approved by the City. City may require modification of invoices if necessary in order to satisfy City that all billing is proper and pursuant to the terms of the contract. Invoices are required to show each City Purchase Order Number. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All invoices must show unit prices for each item being billed, the quantity of items being billed and the total for each item, as well as the total for all items on the invoice. If prices are based on list prices basis, then the list prices, the percentage discount or percentage surcharge, net unit prices, extensions and net total prices must be shown. Prompt payment discounts offered shall be shown separately on the invoice.

(c) Payment by City. City shall have not less than 30 days to pay for goods or services. Time for payment, including payment under discount terms, will be computed from the later of: (1) the date the City receives conforming goods under the contract; (2) the date performance of the service under the contract is completed;

or (3) the date the City receives a correct and valid invoice for the goods or services. Payment is deemed to be made on the date of mailing of the check. Payment is made in US dollars only.

This provision shall not apply where there is a bona fide dispute between the City and Vendor about the goods delivered or the service performed that causes the payment to be late, or where the invoice is not mailed to the address provided herein.

The payment amount due on invoices may not be manually altered by City personnel. Once disputed items are reconciled, Vendor must submit a corrected invoice, or a credit memorandum for the disputed amount, or the item must be issued by the vendor. City will not make partial payments on an invoice where there is a dispute.

(d) **NECESSITY OF TIMELY INVOICE / WAIVER OF PAYMENT**. NOTWITHSTANDING THE FORGOING, THE CITY CANNOT PAY FOR ANY GOODS OR SERVICES WITHOUT AN INVOICE. VENDOR MUST INVOICE CITY NO LATER THAN 90 CALENDAR DAYS FROM THE DATE GOODS ARE DELIVERED OR SERVICES RENDERED. FAILURE TO SUBMIT AN INVOICE WITHIN SAID 90 DAY SHALL NEGATE ANY LIABILITY ON THE PART OF CITY AND CONSTITUTE A **WAIVER** BY VENDOR OF ANY AND ALL RIGHT OR CLAIMS TO COLLECT MONEYS THAT VENDOR MAY RIGHTFULLY BE OTHERWISE ENTITLED TO FOR GOODS OR SERVICES PERFORMED.

(e) The total price for all goods and/or services is shown on the Price Schedule. No additional fees or expenses of Vendor shall be charged by Vendor nor be payable by City. The parties hereby agree that all compensable expenses of Vendor are shown on the Price Schedule. If there is a discrepancy on the Price Schedule between the unit price for an item, and the extended price, the unit price shall govern.

(f) Tax Exemption. The City of San Antonio is exempt from payment of federal taxes, and State of Texas limited sales excise and use taxes. Bidders must not include such taxes in bid prices. An exemption certificate will be signed by City where applicable upon request by bidder after contract award.

(g) Prompt Payment Discount. Provided Bidder meets the requirements stated herein, City shall take Bidder's offered prompt payment discount into consideration in determining who the low bidder is. The evaluation will not be based on the discount percentage alone, but rather the net price as determined by applying the discount to the bid price, either per line item or total bid amount. However, the City reserves the right to reject a discount if the percentage is too low to be of value to the City, all things considered. The City may also reject a discount if the percentage is so high as to create an overly large disparity between the price City would pay if it is able to take advantage of the discount and the price City would pay if it were unable to pay within the discount period. City may always reject the discount and pay within the 30 day period, at City's sole option.

The City will not consider discounts that provide fewer than 10 days to pay in order to receive the discount.

For example, payment terms of 2% 5, Net 30 will NOT be considered in bid evaluations or in the payment of invoices. However, payment terms of 2% 10, Net 30 will result in a two percent reduction in the bid price during bid evaluation, and the City will take the 2% discount if the invoice is paid within the 10 day time period.

12. AWARD OF CONTRACT

(a) Per Section § 252.043 of the Texas Local Government Code, the contract will be awarded to the lowest responsible bidder.

(b) The City reserves the right to accept any item or group of items on this bid, unless the bidder qualifies his/her bid by specific limitations, in accordance with Par.7 (a) 3 above.

(c) A written award of acceptance (manifested by a City Ordinance) and appropriation mailed or otherwise furnished to the successful bidder results in a binding contract without further action by either party.

(d) The City of San Antonio reserves the right to utilize previous purchases as a basis for evaluation of bids when future usages are unable to be determined.

(e) Breaking of tie bids shall be in accordance with the Texas Local Government Code § 271.901**.**

(f) Although the information furnished to bidders specified the approximate quantities needed, based on the best available information where a contract is let on a unit price basis, payment shall be based on the actual quantities supplied. The City reserves the right to delete items, prior to the awarding of the contract, and purchase said items by other means; or after the awarding of the contract, to increase or decrease the quantities bid in accordance with § 252.048 of the Texas Local Government Code**.** No changes shall be made without written notification of the City.

13. BID PROTEST PROCEDURES

Any bidder who is adversely affected in connection with the solicitation, evaluation, or proposed award of a contract may file a protest with the Director of Purchasing & General Services and appeal any adverse decision to the City Manager of the City of San Antonio.

Vendor must deliver a written notice of protest to the Purchasing & General Services Director within seven (7) calendar days of the posting of the intent to award. If vendor does not file a written notice within this time; the vendor will have waived all rights to formally protest the intent to award. It is the vendor's responsibility to check the City's website posting.

14. DEBRIEFING

Debriefing of contract award is available upon request and after award of the Contract.

15. CONTRACT TERMINATION

TERMINATION-BREACH:

(a) Should vendor fail to fulfill in a timely and proper manner, as determined solely by the Director, its obligations under this contract, or violate any of the terms of this contract, the City shall have the right to immediately terminate the contract, in whole or in part. Notice of termination shall be provided in writing to the contractor, effective upon the date set forth in the notice. Such termination shall not relieve the vendor of any liability to the City for damages sustained by virtue of any breach by the vendor.

TERMINATION-NOTICE:

(b) The City may terminate this contract, in whole or in part, without cause. The City shall be required to give the vendor notice **ten** days prior to the date of termination of the contract without cause.

TERMINATION-FUNDING:

(c) City retains the right to terminate this contract, in whole or in part, at the expiration of each of City's budget periods. This contract is conditioned on a best efforts attempt by City to obtain and appropriate funds for payment of any debt due by City herein.

16. DELIVERY OF GOODS/SERVICES

(a) All materials are to be delivered F.O.B., City of San Antonio's designated facility.

(b) Delivery dates pertaining to this invitation must be clearly stated in the bid form where required and include weekends and holidays. Failure to comply with this requirement may be a cause for disqualification of the bid. Unless otherwise specified, delivery at the earliest date is required. The bidder will clearly state in the bid the time required for delivery upon receipt of contract or purchase order. Proposed delivery time must be specific and such phrases "as required", "as soon as possible" or "prompt" may result in disqualification of the bid.

(c) Upon award of a contract, the vendor is obligated to deliver the goods to the destination specified in the Invitation for Bids or the Purchase Order and bears the risk of loss until delivery. If this Invitation for Bids or Purchase Order does not contain delivery instructions, bidders shall request instructions in writing from the Director. If the delivery instructions contained in the Invitation for Bids allocate delivery costs and risks in a manner contrary to this section, the provisions of this Invitation for Bids shall prevail.

(d) When delivery is not met as provided for in the contract, the Purchasing Department reserves the right to make the purchase on the open market, with any cost in excess of the contract price paid by the vendor, in addition to any other damages, direct or consequential, incurred by the City as a result thereof. In addition, failure of the vendor to meet the contract delivery dates will be cause for removal of the vendor from the City's list of eligible bidders as determined by the Purchasing & General Services Department.

17. PERFORMANCE DEPOSIT

(a) The following provisions shall apply only when a performance deposit is specified as required in this Invitation for Bids.

(b) The successful vendor must furnish the City of San Antonio with a performance deposit in the amount set forth in the Invitation For Bids. This deposit is not to be submitted with the bid, but must be presented to the Purchasing & General Services Department within **ten** days from request.

(c) The City of San Antonio will not enter into a contract or issue a purchase order until the successful vendor has complied with the performance deposit provisions.

(d) The performance deposit shall be in the form of a performance bond (in a form acceptable to the City Attorney), cashier's check, certified check upon a state or national bank or trust company, or a check on such bank or trust company signed by a duly authorized officer thereof (checks to be drawn payable to the City of San Antonio), or a Certificate of Deposit from such bank or trust company assigned to the City of San Antonio, or an irrevocable letter of credit from a state or national bank or trust company.

(e) The performance deposit of the successful vendor shall be returned by the City upon completion of the contract and final acceptance of all items in accordance with conditions thereof.

(f) Failure of successful vendor to perform any of the services required by this contract within **ten** days of receipt of written demand for performance from City, or failure of vendor to correct or replace defective goods or products within **ten** days from receipt of written demand therefore, shall constitute a total breach of this contract and shall cause this contract to terminate immediately upon the expiration of the ten day period. In the event of such termination, the performance deposit shall be retained by the City of San Antonio as liquidated damages, based upon mutual agreement and understanding between vendor and City at the time this bid is solicited, submitted and accepted, that the City of San Antonio is a governmental agency engaged in public projects, and that the measurement of damages, which might result from a breach of the terms and specifications herein is difficult or impossible to determine. However, the Director with the concurrence of the City Manager, may return all or part of the performance deposit to the vendor if the Director determines, in the Director's sole discretion, that the failure to perform the conditions of this contract was the result of acts or events over which the vendor had no control. The determination shall then be final and binding on all parties**.**

18. INDEPENDENT CONTRACTOR

It is expressly understood and agreed by both parties hereto that the City is contracting with the successful vendor as an independent contractor. The parties hereto understand and agree that the City shall not be liable for any claims which may be asserted by any third party occurring in connection with the services to be performed by the successful vendor under this contract and that the successful vendor has no authority to bind the City.

19. BID RESULT REQUEST

Any party who wishes to be provided documents relating to the bid results shall make a request in writing. Pursuant to state law, the City may assess a fee in order to recoup the cost related to providing the requested information.

20. PATENTS/COPYRIGHTS

The successful vendor agrees to indemnify and hold the City harmless from any claim involving patent infringement or copyrights on goods supplied.

21. INDEMNIFICATION

BIDDER covenants and agrees to FULLY INDEMNIFY, DEFEND and HOLD HARMLESS, the CITY and the elected officials, employees, officers, directors, volunteers and representatives of the CITY, individually and collectively, from and against any and all costs, claims, liens, damages, losses, expenses, fees, fines, penalties, proceedings, actions, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal or bodily injury, death and property damage, made upon the CITY directly or indirectly arising out of, resulting from or related to BIDDER'S activities under this contract, including any acts or omissions of BIDDER, any agent, officer, director, representative, employee, consultant or subcontractor of BIDDER, and their respective officers, agents employees, directors and representatives while in the exercise of the rights or performance of the duties under this contract. The indemnity provided for in this paragraph shall not apply to any liability resulting from the negligence of CITY, its officers or employees, in instances where such negligence causes personal injury, death, or property damage. IN THE EVENT BIDDER AND CITY ARE FOUND JOINTLY LIABLE BY A COURT OF COMPETENT JURISDICTION, LIABILITY SHALL BE APPORTIONED COMPARATIVELY IN ACCORDANCE WITH THE LAWS FOR THE STATE OF TEXAS, WITHOUT, HOWEVER, WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW.

The provisions of this INDEMNITY are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity. BIDDER shall advise the CITY in writing within 24 hours of any claim or demand against the CITY or BIDDER known to BIDDER related to or arising out of BIDDER's activities under this contract, and shall see to the investigation and defense of such claim or demand at BIDDER's cost. The CITY shall have the right, at its option and at its own expense, to participate in such defense without relieving BIDDER of any of its obligations under this paragraph.

22. INSURANCE

If required, specific insurance provisions will be included in these bid specifications. An original, completed insurance certificate and all applicable endorsements, meeting the requirements set forth in these specifications, **must be submitted within 10 days of a request from the City**. The successful vendor must maintain, at all times during performance of the contract, the insurance detailed in these bid specifications. Failure to provide these documents may result in disqualification of the bid, or cancellation of the contract, after award.

23. ACCEPTANCE BY CITY

The City shall have a reasonable time (but not less than 30 days) after receipt to inspect the goods and services tendered by vendor. The City at its option may reject all or any portion of such goods or services which do not, in City's sole discretion, comply in every respect with all terms and conditions of the contract. The City may elect to reject the entire goods and services tendered even if only a portion thereof is nonconforming. If the City elects to accept nonconforming goods and services, the City, in addition to its other remedies, shall be entitled to deduct a reasonable amount from the price thereof to compensate the City for the nonconformity. Any acceptance by the City, even if non-conditional, shall not be deemed a waiver or settlement of any defect in such goods and services.

24. WARRANTY

The supplies or services furnished under this contract shall be covered by the most favorable commercial warranties given to any customer for same or similar supplies or services.

REJECTION OF DISCLAIMERS OF WARRANTIES & LIMITATIONS OF LIABILITY. ANY TERM OR CONDITION IN ANY DOCUMENT FURNISHED BY VENDOR, DISCLAIMING THE IMPLIED

WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE, OR ATTEMPTING TO LIMIT VENDOR'S LIABILITY SHALL BE OF NO FORCE OR EFFECT, AND SHALL BE STRICKEN FROM THE CONTRACT DOCUMENTS AS IF NEVER CONTAINED THEREIN.

25. CHANGE ORDERS

No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders will be made in writing by the City of San Antonio Purchasing & General Services Department.

26. ASSIGNMENT

Except as otherwise stated herein, Vendor may not sell, assign, pledge, transfer or convey any interest in this contract, nor delegate the performance of any duties hereunder, by transfer, by subcontracting or any other means, without the consent of Director. As a condition of such consent, if such consent is granted, Vendor shall remain liable for completion of the services and provision of goods outlined in this contract in the event of default by the successor vendor, assignee, transferee or subcontractor. Any attempt to transfer, pledge or otherwise assign this Contract without said written approval, shall be void and shall confer no rights upon any third person.

27. INTERLOCAL PARTICIPATION

(a) The City may, from time to time, enter into Interlocal Cooperation Purchasing Agreements with other governmental entities or governmental cooperatives (hereafter collectively referred to as "Entity" or "Entities") to enhance the City's purchasing power. At the City's sole discretion and option, City may inform other Entities that they may acquire items listed in this Invitation for Bids (hereafter "IFB"). Such acquisition(s) shall be at the prices stated herein, and shall be subject to bidder's acceptance. Entities desiring to acquire items listed in this IFB shall be listed on a rider attached hereto, if known at the time of issuance of the IFB. City may issue subsequent riders after contract award setting forth additional Entities desiring to utilize this bid. VENDOR shall sign and return any subsequently issued riders within **ten** calendar days of receipt.

(b) In no event shall City be considered a dealer, remarketer, agent or other representative of Vendor or Entity. Further, City shall not be considered and is not an agent; partner or representative of the Entity making purchases hereunder, and shall not be obligated or liable for any such order.

(c) Entity purchase orders shall be submitted to Vendor by the Entity.

(d) Vendor authorizes City's use of Vendor's name, trademarks and Vendor provided materials in City's presentations and promotions regarding the availability of use of this contract. The City makes no

representation or guarantee as to any minimum amount being purchased by City or Entities, or whether Entity will purchase utilizing City's contract**.**

CITY WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY OBLIGATIONS, INCLUDING, BUT NOT LIMITED TO, PAYMENT, AND FOR ANY ITEM ORDERED BY AN ENTITY OTHER THAN CITY.

28. QUESTIONS

Questions regarding interpretation of bids, bid results or bid awards should be directed to the Purchasing & General Services Department at (210) 207-7260.

PERIOD OF CONTRACT: Contract shall begin upon the effective date of the ordinance awarding the contract, or March 1, 2011, whichever is later, and terminate on March 31, 2014.

At the City's option, this Contract may be renewed under the same terms and conditions for two (2) additional one (1) year periods. Renewals shall be in writing and signed by the City's Director of Purchasing & General Services or her designee, without further action by the San Antonio City Council, subject to and contingent upon appropriation of funding therefore.

City shall also have the right to extend this contract under the same terms and conditions beyond the original term or any renewal thereof, on a month to month basis, not to exceed 3 months. Said month to month extensions shall be in writing, signed by the City's Director of Purchasing & General Services or her designee, and shall not require City Council approval, subject to and contingent upon appropriation of funding therefore.

SCOPE: This contract will provide the City of San Antonio with paper for purposes of printing and duplicating. Standard papers bid must be acceptable for use in the Konica Minolta, Hewlett Packard and other copiers/printers and must reproduce without curling. Copy Paper, and Color Copy papers bid must be acceptable for use in Cannon C7000VP and Kodak EX 150 and Ex125 printers and must reproduce without curling or creating static under high speed, high temperature conditions.

STANDARD REQUIREMENTS:

1. Prospective bidders must prove beyond any doubt to the City Purchasing Administrator that they are duly qualified, capable, bondable, etc. to fulfill and abide by the specifications herein listed.

2. When contractor cannot abide by terms and conditions in fulfilling the contract, contractor must supply service or supplies from other sources at the contract price. If contractor delays in the above, the City reserves the right to purchase on the open market and charge contractor the difference between contract price and the purchase price.

3. The Annual Contract shall include the following terms and conditions:

   a. An Annual Contract purchase order will not be issued for each City agency authorized to place orders against this annual contract. A contract purchase order will be issued per order. Vendor must have the Contract Purchase Order before making any delivery. Payment will be made by the City on a monthly basis.

   b. All invoices must be submitted in duplicate and show each purchase order number and corresponding City agency. Invoices must be legible. Items billed on invoices must be specific as to applicable stock, manufacturer, catalog or part number (if any). All items must show unit prices or otherwise specified. If prices are based on discounts from list, then list prices, discounts in terms of percentage, and net prices must be shown. If prices are based on list prices basis, then the list prices, the "plus" in terms of percentage, and net unit prices, extensions and net total prices must be shown. In connection with any term discount offered, time will be computed from the first of the month following receipt of supplies or services, or a correct invoice. Payment is deemed to be made on the date of mailing of the check.

   c. Bidders' facilities and equipment may be a determining factor in making the bid award. All bidders may be subject to inspection of their facilities and equipment.

5. <u>Price Adjustments.</u> The prices shown on the Price Schedule may be increased or decreased as follows:

   <u>Base Period for Price Adjustment</u>. The base selling price is the price shown on the original Price Schedule submitted by bidder with its original bid. The effective month and year of the base selling price (known as

the “base period”) shall be January 2011.

Date for Price Adjustment. Prices may be adjusted, up or down, annually, with the first adjustment occurring on the first anniversary of the effective date of the contract, and on each subsequent anniversary date thereafter (the “Price Adjustment Date”).

Version of Data for Price Adjustment. Calculations of price adjustments shall use the latest version of the PPI data published as of the Price Adjustment Date.

PPI Index for Price Adjustment. The U.S. Department of Labor, Bureau of Labor Statistics (“BLS”) Producers Price Index (“PPI”) for ***Writing and printing papers - 091301***, not seasonally adjusted, shall be used by the Parties to calculate changes in price. If this index is discontinued, the Parties shall use the next, higher level series of this index that is available. If no higher level series of said index is available, the Parties shall negotiate a successor index. If the BLS changes the title of this index or recodes the index, it is considered the same series and requires no change by the Parties.

Official Source of Data for Price Adjustment. The parties shall use the *PPI Detailed Report* as the source of data for the index.

Method of Calculation for Price Adjustment. To calculate the price adjustment, the following formula shall be used.

Divide the current index value (the value as of the date stated for the price adjustment) by the index value for the base period. The resulting number is the percentage change in the index value between the current period and the base period (the “percentage change in index value”).

Multiply the base price by the percentage change in index value. The sum equals the adjusted price.

Example: (The numbers shown below are for illustration purposes only.)

Current index value at time of calculation..…….115.5
Divided by index for base period……..……110.0
Equals…….…….1.050

Base price…….$1,000.00
Multiplied by the percentage change in index value…..…….1.050
Equals adjusted price…….$1,050.00

The same procedure shall be followed for each price adjustment authorized herein, using the current index at the time the adjustment is made and the original base period.

Limitation of Price Adjustment. In no event shall the aggregate of all price adjustments authorized herein for

any given Line Item exceed 5% of the original base price for that Line Item. If the calculation results in an increased price that would exceed this limitation, the price adjustment shall be limited to a maximum price adjustment of 5% of the original base price.

Written Requests for Price Adjustments. Price adjustments are not automatic. Vendor must submit a written request for a price adjustment to the Purchasing & General Services Department. Requests must be received by the Purchasing & General Services Department at least 60 days prior to the date the price adjustment is

to take effect. If City does not wish to accept the price adjustment, City may terminate the contract for convenience.

The City will provide notification and acceptance of increase as well as effective day of increase upon receipt of required information. No increase will be in effect without acceptance of the City.

Price Decrease: The City must benefit from any price reductions during the contract period.

GENERAL REQUIREMENTS:

A. Bid award will be made by line item. All of one item will be awarded to one bidder.

B. Orders will be placed on an "as needed" basis without minimum order requirements.

C. Quantities listed in this bid are estimated quantities only. The City reserves the right to increase or decrease such quantities depending on actual needs. Quantities listed will be used for the purpose of bid evaluation.

D. Papers must be mill cut and ream wrapped. Colors will be selected from manufacturer's lists of colors.

E. Items l through 4 to be mill cut and ream wrapped. Colors will be selected from manufacturer's product listing and approved by the City at the start of the contract period.

F. Local warehousing and services are a requirement of this bid. The term "Local" is defined as within a 10 mile radius of the Bexar County boundaries. Orders placed by Noon CST each day are required to be delivered the next business day.

G. RECYCLED PAPER:

1. Items (1) – (8): City of San Antonio encourages the production and consumption of products made with recycled materials. The City encourages bids on recycled paper, and this form allows the bidder to state prices on standard bond papers and recycled content material, although the City is not at this time, giving preference for recycled paper. For purposes of this bid, recycled content must be post consumer.

2. Items (9) – (14): will be certified virgin fiber quality paper from a responsibly managed group such as Forest Stewardship Council (FSC) is preferred.

H. Deliveries must be inside deliveries made directly to the requesting department at the location specified on the order. Deliveries must be made between the hours of 8:00 A.M. and 4:00 P.M., Monday through Friday, unless otherwise specified at the time of the order. Contractor shall deliver to any City of San Antonio facility located within the City limits. Deliveries shall be made complete. Approval for delivery of partial or incomplete orders shall be obtained prior to delivery from the individual who placed the order. Partial deliveries without approval may not be accepted and any charges incurred (freight, restocking fees, etc.) shall be the responsibility of the contractor.

PRICE SCHEDULE

ITEM 1:

Color Copy, Smooth 96 Brightness, white, 8 1/2" x 11", Sub 60# weight,

Estimated Quantity: 1,000 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

ITEM 2:

a. Index, white, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 1,500 Reams

BRAND NAME: _____ $_____per mil

b. Index, white, 8 1/2" x 14, Sub 110# weight,

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

c. Index, buff, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

d. Index, canary, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

e. Index, green, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

f. Index, blue, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

g. Index, pink, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 300 Reams

BRAND NAME: _____ $_____per mil

h. Index, salmon, 8 l/2" x 11", Sub 110# weight,

Estimated Quantity: 200 Reams

BRAND NAME: _____ $_____per mil

i. Index, white, 11" x l7", Sub 110# weight,

Estimated Quantity: 25 Reams

BRAND NAME: _____ $_____per mil

ITEM 3:

Color Copy Smooth 96 Brightness, White, 11” x 17”, Sub 70# weight,

Estimated Quantity: 1,000 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

ITEM 4:

a. Chipboard, 8 l/2" x 11", (.022) 960 sheets/ctn

Estimated Quantity: 20 Ctns

BRAND NAME: _____ $_____CTN

b. Chipboard, 8 l/2" x l4", (.022) 760 sheets /ctn

Estimated Quantity: 20 Ctns

BRAND NAME: _____ $_____CTN

c. Chipboard, 11”x17”, (.022) 480 sheets/carton

Estimated Quantity: 20 Ctns

BRAND NAME:_____ $_____CTN

ITEM 5:

Poly Window Envelopes, #10, 1/8 X 9 ½, Sub 24, 500 per box

Estimated Quantity: 500 Boxes

BRAND NAME: _____ $_____BOX

BRAND NAME RECYCLED: _____ $_____BOX

POST CONSUMER MATERIAL: _____%

ITEM 6:

a. Color Copy, assorted pastel colors, 8 1/2" x 11", 24/60# weight,

Estimated Quantity: 300 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

b. Color Copy, assorted pastel colors, 11" x 17", 24/60# weight,

Estimated Quantity: 300 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

ITEM 7:

a. Color Copy "Bright hue", assorted colors, 8 ½" x 11", 24/60# weight,

Estimated Quantity: 65 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

b. Color Copy, "Bright hue", assorted colors, 8 ½" x 14", 24/60# weight,

Estimated Quantity: 35 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

c. Color Copy, “Bright hue”, assorted colors, 11” x 17”, 24/60# weight,

Estimated Quantity: 35 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

d. Color Copy, “Bright hue”, assorted colors, 8 ½” x 11”, 65# cover weight,

Estimated Quantity: 200 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

e. Color Copy, “Bright hue”, assorted colors, 8 ½” x 14”, 65# cover weight,

Estimated Quantity: 200 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

f. Color Copy, “Bright hue”, assorted colors, 11” x 17”, 65# cover weight,

Estimated Quantity: 200 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

ITEM 8:

a. Vellum Finish, 8 1/2” x 11”, 80# weight,

Estimated Quantity: 60 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

b. Vellum Finish, 11” x 17”, 80# weight,

Estimated Quantity: 60 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

c. Linen Finish, 8 1/2” x 11”, white 80# text weight,

Estimated Quantity: 60 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

d. Linen Finish, 11” x 17”, white 80# text weight,

Estimated Quantity: 60 Reams

BRAND NAME: _____ $_____per mil

BRAND NAME RECYCLED: _____ $_____per mil

POST CONSUMER MATERIAL: _____%

ITEM 9:

Copy Paper, white, 8 1/2" x 11", three hole punch, Sub 20# weight,

Estimated Quantity: 3,200 Reams : _____

Brand/Stock No._____ $_____per mil_

ITEM 10:

Color Copy Opaque Paper, , 8 ½” x 11”, smooth finish one side, Sub 60# weight,

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

ITEM 11:

Color Copy Assorted Colors, 8 l/2" x l1", Sub 20# weight,

Estimated Quantity: 1,000 Reams _____

Brand/Stock No._____ $_____per mil

ITEM 12:

a. Color Copy, Smooth 96 Brightness, 8 ½” x 11, 70# weight

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

b. Color Copy Gloss, 17”x11 100# cover weight

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

c. Color Copy Gloss, 17”x11” 80# cover weight

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

d. Color Copy Gloss, 17”x11” 100# text weight

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

e. Color Copy Gloss, 17”x11” 80# text weight

Estimated Quantity: 1,000 Reams

Brand/Stock No._____ $_____per mil

ITEM 13:

a. Digital Carbonless Paper for High Speed Digital Printers, 2 part, 8 ½" x 11", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 300 Reams

BRAND NAME: _____ $_____per mil

b. Digital Carbonless Paper for High Speed Digital Printers, 2 part, 8 l/2" x l4", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

c. Digital Carbonless Paper for High Speed Digital Printers, 3 part, 8 l/2" x 11", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 600 Reams

BRAND NAME: _____ $_____per mil

d. Digital Carbonless Paper for High Speed Digital Printers, 3 part, 8 l/2" x l4", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 100 Reams

BRAND NAME: _____ $_____per mil

e. Digital Carbonless Paper for High Speed Digital Printers, 4 part, 8 l/2" x 11", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 200 Reams

BRAND NAME: _____ $_____per mil

f. Digital Carbonless Paper for High Speed Printers, 4 part, 8 l/2" x l4", reversed sequence, black image, 20-22 lb.

Estimated Quantity: 50 Reams

BRAND NAME: _____ $_____per mil

Statement:
"Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that persons, or their agents, who seek to contract for the sale or purchase of property, goods, or services with the City, shall file a completed conflict of interest questionnaire with the City Clerk not later than the 7th business day after the date that the person: (1) begins contract discussions or negotiations with the City; or (2) submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City. The conflict of interest questionnaire form is available from the Texas Ethics Commission at

http://www.ethics.state.tx.us/forms/CIQ.pdf. Completed conflict of interest questionnaires may be mailed or delivered by hand to the Office of the City Clerk. If mailing a completed conflict of interest questionnaire, mail to: Office of the City Clerk, P.O. Box 839966, San Antonio, TX 78283-3966. If delivering a completed conflict of interest questionnaire, deliver to: Office of the City Clerk, City Hall, 2nd floor, 100 Military Plaza, San Antonio, TX 78205."

IMPORTANT MAILING INSTRUCTIONS:

Note to bidders:

Visitors to City Hall are required to enter through the east side of the building. The public will pass through a metal detector and x-ray machine located in the lobby. All packages, purses and carried items will be scanned during regular business hours of 7 a.m. to 7 p.m. After the public proceeds through the metal detector, they will sign in and receive a visitor's badge. For those that might require the use of a ramp, entry is available on the south side of the building (Dolorosa side). Security will meet the visitor in the basement with a hand scanner.

Bidders are advised that this is one of several forthcoming measures to increase security of City Hall. Please anticipate these changes and allow ample time for delivery of sealed bids.

The City is NOT responsible for late delivery of sealed bids.

MAIL TO:	**CITY CLERK** **P.O. BOX 839966** **SAN ANTONIO, TX 78283-3966**
PHYSICAL ADDRESS:	**CITY CLERK** **CITY HALL (COMMERCE ST. & FLORES ST.)** **100 MILITARY PLAZA, 2ND FLOOR** **SAN ANTONIO, TEXAS 78205**
MARK ENVELOPE:	**"ANNUAL CONTRACT FOR COPIER AND PRINTER PAPER"** **BIDS TO BE OPENED: 2:00 P.M., January 3, 2011** **BID NO. A173-11 DDG**

REMARKS: