



Department of Finance
5800 Melaleuca Lane
Greenacres, FL 33463
(561) 642-2000
(561) 642-2037 Fax

Samuel J. Ferreri
Mayor

Andrea McCue
City Manager

NOTICE OF AGREEMENT RENEWAL

June 8, 2016

Printing Corp of the Americas, Inc.
Attn: Mr. Steven Konecky
620 S.W. 12th Avenue
Pompano Beach, FL 33069

Subject: Renewal of Bid No. 15-011 – Printing Services for City Publications.

Attn: Mr. Steven Konecky

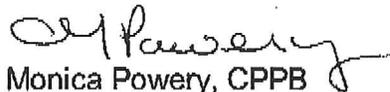
The agreement for the Bid referenced above expires on November 7, 2016. As specified in the agreement documents, there is an option to renew the existing agreement for another one-year period if it is mutually agreeable to all parties.

Please advise by signature below if a one-year extension will be acceptable. This will be the first of three possible renewals of the agreement. The new agreement term will be from November 8, 2016 through November 7, 2017.

Please complete and return this form to the Purchasing Division by Wednesday, June 15, 2016 at 5:00 p.m. Your response may be faxed using the City fax number (561) 642-2037 with the original mailed to the above address.

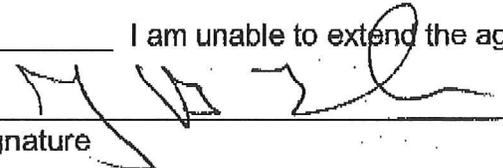
If you have any questions, please contact me at (561) 642-2039.

Sincerely,


Monica Powery, CPPB
Purchasing Administrator

I hereby agree to a one-year extension of the subject agreement.

I am unable to extend the agreement for an additional one-year period.


Signature

6/14/16
Date

AGREEMENT

Between

CITY OF GREENACRES

And

PRINTING CORPORATION OF THE AMERICAS, INC.

For

**PRINTING SERVICES FOR CITY PUBLICATIONS
BID NO. 15-011**

This is an Agreement between the CITY OF GREENACRES, a municipal corporation of the State of Florida, (hereinafter the "CITY"), through its City Council;

AND

Printing Corporation of the Americas, Inc. successors and assigns, (hereinafter "CONTRACTOR"). This Agreement is dated October 26, 2015.

W I T N E S S E T H, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

ARTICLE I SCOPE OF SERVICES

CONTRACTOR agrees to provide printing and mailing services to CITY as set forth in the specifications for CITY Bid No. 15-011, Printing Services for City Publications (herein after the "Bid Documents"), and CONTRACTOR'S proposal response dated September 8, 2015 attached hereto as Exhibit "A" and by this reference made a part hereof. CONTRACTOR shall furnish all supplies, labor, equipment, and materials required to complete the work described and required by the Bid Documents for City publications including the City Link, Letter to Community, and Annual Report during each annual period of this Agreement.

ARTICLE II TERM

The term of this Agreement shall be for one (1) year beginning on November 8, 2015. In accordance with Bid No. 15-011, at the end, of the one (1) year period, this Agreement may be extended for up to three (3) additional one (1) year terms upon mutual written consent of the parties. Pricing may be adjusted upon each annual renewal based on the percent change in the Consumer Price Index, All Urban Consumers, for the Miami-Fort Lauderdale Region from June to June of each prior and renewal year, as published by the United States Department of Labor.

ARTICLE III
COMPENSATION AND METHOD OF PAYMENT

CITY shall issue a purchase order for the publications, referencing Bid No. 15-011 and this Agreement as authority. This purchase order shall provide the CONTRACTOR the authority to proceed with the work as enumerated in Bid No. 15-011. Upon satisfactory completion of each publication, the CONTRACTOR shall invoice CITY at the address shown on the purchase order based on the price contained in each purchase order, and the amount bid by the CONTRACTOR in its bid proposal to CITY Bid No. 15-011. CITY shall pay each correctly submitted invoice within thirty (30) calendar days of receipt of such invoice.

ARTICLE IV
CONTRACTOR RESPONSIBILITIES

The CONTRACTOR shall provide printing and mailing services for the City of Greenacres for the City Link, Annual Report, and any other related publications as enumerated in the Bid Documents. The awarded Contractor shall furnish all supplies, labor, equipment, transportation, licensing, and permits required to perform printing and mailing services required by the Bid Documents. Each publication shall be professionally printed with either a two (2) color or four (4) color process at the option of the CITY and as specified in the Purchase Orders issued to the CONTRACTOR.

ARTICLE V
MODIFICATION OF AGREEMENT TERMS

The terms of this Agreement may be modified by mutual consent to increase or decrease the scope of work, adjust prices in subsequent Agreement periods, or for such other purposes as shall become necessary during the conduct of the Agreement period. Such amendments shall be accomplished in writing as an addendum to the Agreement.

ARTICLE VI
MISCELLANEOUS

6.1 **TERMINATION**

This Agreement may be terminated by either party for cause, or by CITY for convenience, upon thirty (30) days written notice from the terminating party to other party. In the event of such termination, CONTRACTOR shall be paid its compensation for services performed to termination date. In the event that CONTRACTOR abandons this Agreement or causes it to be terminated by CITY, CONTRACTOR shall indemnify CITY against any loss pertaining to this termination.

For purposes of this Agreement, termination by CITY for cause includes, but is not limited to, the following:

1. CONTRACTOR'S failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) days after delivery to CONTRACTOR of a written notice of such breach or default; and/or

2. CONTRACTOR'S abandonment of the work for a period of seven (7) days or more during the course of a year. Such days need not be consecutive; and/or
3. Any material misrepresentation, written or oral, made by the CONTRACTOR to the CITY; and/or
4. Failure by the CONTRACTOR to timely perform and/or observe any or all of the covenants, rules, regulations, guidelines or terms and conditions of this Agreement; and/or
5. Insolvency, bankruptcy, and/or suggestion of bankruptcy on the part of the CONTRACTOR or the assignment of assets for the benefit of creditors by the CONTRACTOR.

CONTRACTOR recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist CITY and/or a selected successor to CONTRACTOR with an orderly transition of work. CONTRACTOR shall be paid in accordance with Article III for all services rendered through the date of termination. All CITY artwork, materials, and supplies provided to CONTRACTOR during the course of the work shall be returned in good condition (except for normal wear and tear) upon termination.

6.2 EQUAL OPPORTUNITY EMPLOYMENT

CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, national origin, or disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

6.3 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, CONTRACTOR through execution of this Agreement, certifies that it is not listed on the convicted vendors list maintained by the State of Florida, Department of General Services.

6.4 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by CONTRACTOR, under any circumstances, without the prior written consent of CITY.

6.5 INDEMNIFICATION OF CITY

- 6.5.1 CONTRACTOR shall at all times hereafter, indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of CONTRACTOR, its agents, or employees in the performance of services under this Agreement.
- 6.5.2 CONTRACTOR further agrees, at all times hereafter, to indemnify, hold harmless and defend CITY, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of any conduct or misconduct of CONTRACTOR resulting from the performance of services under this Agreement for which CITY, its agents, or employees are alleged to be liable.
- 6.5.3 CONTRACTOR acknowledges and agrees that CITY would not enter into this Agreement without this indemnification of CITY by CONTRACTOR, and that CITY'S entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the CITY'S rights, privileges, and immunities as set forth in Florida Statutes 768.28.

6.6 INSURANCE

- 6.6.1 CONTRACTOR shall provide, pay for, and maintain in force at all times during the services to be performed, insurance, to include Workers' Compensation Insurance, Comprehensive General Liability Insurance, and Automobile Liability Insurance with minimum coverage of at least one million dollars (\$1,000,000.00).

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. CONTRACTOR shall specifically protect CITY by naming the CITY as an additional insured under the Product Liability Insurance Policy or certificate.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

- 6.6.2 Worker's Compensation Insurance to apply for all employees in compliance with the Workers Compensation Law of the State of Florida and such state where work is performed and all applicable federal laws.

6.6.3 Comprehensive General Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

- Premises and/or Operations.
- Independent Contractors.
- Broad Form Property Damage.
- Broad Form Contractual Coverage applicable to this specific Agreement.
- Personal Injury Coverage with employee and contractual exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The CITY is to be named as additional insured with CONTRACTOR liability arising out of operations performed for CITY by or on behalf of CONTRACTOR or acts or omissions of CONTRACTOR in connection with such operation.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

6.6.4 Business Automobile Liability Insurance with minimum limits of one million dollars (\$1,000,000.00) per occurrence combined single limit for bodily injury liability and property damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsement, as filed by the Insurance Services Office and must include:

- Owned vehicles.
- Hired and non-owned vehicles.
- Employers' non-ownership.

If no automobiles are owned by the CONTRACTOR, a statement to that extent will be provided to the CITY. Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide CITY with thirty (30) days notice of cancellation and/or restriction.

6.6.5 CONTRACTOR shall provide to CITY prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6 including any subsection thereunder. CITY reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that CITY shall be given thirty (30) days notice prior to expiration or cancellation of the policy.

6.6.6 CONTRACTOR hereby acknowledges and agrees that any and all risk of loss regarding the goods and services purchased hereunder shall be solely borne by CONTRACTOR until delivery and acceptance by CITY of the goods and services.

6.7 PERFORMANCE OF WORK BY CONTRACTOR/SUBCONTRACTORS

6.7.1 It is expressly agreed that CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement an independent contractor and not an employee, agent, or servant of the CITY. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to CONTRACTOR'S sole direction, supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform and work, and in all manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

6.7.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY'S Purchasing Agent. Any subcontractor authorized to perform under this Agreement shall be required to possess the same insurance coverages as enumerated in Paragraph 6.6 herein.

6.8 LAWS AND REGULATIONS

It is further understood by the parties that CONTRACTOR will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state and local laws.

6.9 CONTRACT COORDINATORS

The CITY'S Contract Coordinator during the performance of services pursuant to this Agreement shall be Jeannine Alkins, Executive Secretary.

6.10 NO CONTINGENT FEE

CONTRACTOR warrants that it has not employed or retained any company or person, other than a bona fide employee or sales representative working solely for CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee or sales representative working solely for CONTRACTOR any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

6.11 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Palm Beach County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

6.12 ATTORNEY'S FEES

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees and costs.

6.13 AUTHORITY TO ENGAGE IN BUSINESS

CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the CITY'S Contract Coordinators upon request.

6.14 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.15 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement, or the occurrence of any event rendering any portion or provision of this Agreement void, shall in no way affect the validity or enforceability of any other portion or provision of the Agreement. Any void provision shall be deemed severed from the Agreement and the balance of the Agreement shall be construed and enforced as if the Agreement did not contain the particular portion or provision held to be void. The parties further agree to reform the Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision.

The provisions of this section shall not prevent the entire Agreement from being void should a provision which is of the essence of the Agreement be determined to be void.

6.16 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by certified United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR CITY:

PURCHASING AGENT
CITY OF GREENACRES
5800 MELALEUCA LANE
GREENACRES, FL 33463

FOR CONTRACTOR:

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals this 26th day of October, 2015.

(Seal)

CITY OF GREENACRES

A Municipal Corporation of the State of Florida.

ATTEST:

Denise McGrew
City Clerk - Denise McGrew



Thomas J. Lanahan
Acting City Manager - Thomas J. Lanahan

ENDORSED AS TO FORM AND SUFFICIENCY:

James D. Stokes
City Attorney - James D. Stokes

PRINTING CORPORATION OF THE AMERICAS, INC.

WITNESSES:

[Signature]
Dolores Zelaya

By: [Signature]
STEVEN KANEKAY SAIS
Print Name and Title

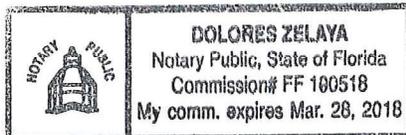
(Corporate Seal)

SWORN TO and SUBSCRIBED before me this 26 day of October, 2015.

Signature:

Dolores Zelaya
Notary Public - State of Florida

(Notary Seal)



Dolores Zelaya
Printed Name

Commission No. _____ Commission Expires: _____