

***COMPREHENSIVE ANALYSIS***  
***Village Manager's Office - Administration***

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To: James M. Weinand, Acting Village Manager  
From: Debra Telfrin, Executive Assistance  
Date: November 14, 2018

**Subject: Southeastern Printing – Winter Smoke Signals Newsletter, #13406**

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I respectfully present the following memorandum to the Village Manager.

Southeastern Printing is the selected vendor to print the 2018 Winter Edition of the Village's Newsletter, The Smoke Signals. Estimate #13406 is to prepare and print the newsletter. Quantity printed for this edition is 4900 pieces at a cost of \$1,882.00

Thank you.

# QUOTATION

Estimate: 13406 Date: 11/14/2018



Customer ID: 2833

Village Of Tequesta  
345 Tequesta Drive

Tequesta, FL 33469  
Phone: (561) 768-0700 Fax: (561) 768-0697

Rep: Eric Ellison 86e  
erice@seprint.com

## Description:

### 2018 Newsletter (No Insert)

Flat size - 22 x 17, folds to 11 x 17 and soft-folds to 8.5 x 11 masthead out.  
Printing - 4cp/4cp, bleeds  
Stock - 80# MacGregor Gloss Text  
Trim, fold, send to SEP Mailing Dept. to mail 4,689, balance delivers to client.

Stuart  
3601 SE Dixie Highway  
Stuart, FL 34997

800.226.8221 Toll-Free  
772.287.2141 Phone  
772.288.3988 Fax

Miami  
950 SE 8th Street  
Hialeah, FL 33010  
305.885.8707 Phone  
305.888.9903 Fax

seprint.com

We understand that you will be providing: Output files from Dropbox sent from Phil Glenn, forwarded to Helen

Quantity (circle one) 4,900

Price \$1,882

PRICES REMAIN IN EFFECT FOR 30 DAYS

Thank you for the opportunity to provide you with this estimate. We look forward to exceeding your expectations.

Standard minimum turn time is 6 business days from proof approval. Additional charges may occur if an accelerated schedule is requested.


This quotation is subject to the terms and conditions in our Standard Terms of Sale set forth on the back side hereof and which are, by reference, made a part hereof. Prices quoted are based on details furnished to our estimating department and are subject to revision if, upon receipt of copy it is determined that the material deviates from original specifications. Any such price revision will be confirmed before the order is processed. We reserve the right to reject any order upon receipt without liability on our part.

All orders are subject to underruns or overruns of up to 10% and the deficiency or excess credited or charged proportionately.

Payment terms: Due in 30 days

Please Initial: \_\_\_\_\_ The item(s) ordered are for resale and not subject to sales tax.  
\_\_\_\_\_ The item(s) ordered are for internal use. Please charge sales tax.

Please read, sign and return to place your order:

  
Signature

James M. Weinand  
Print Name

Acting Village Manager  
Title / Date

## SOUTHEASTERN STANDARD TERMS OF SALE

1. This proposal is made and, if accepted by Southeastern ("Printer"), order will be entered subject to the following trade customs and any other conditions expressed herein, which are hereby understood to be binding on both parties. Terms of this proposal shall be limited to thirty (30) days from date to proposal. It is to be clearly understood that such terms constitute the entire agreement of the parties, can be amended or altered only pursuant to writing signed by both parties, and in any event not by any stipulation, representation or agreement not contained in this contract, or by parol evidence, and that these terms shall govern the order contrary to prior or subsequent writings by Customer notwithstanding.
2. Orders regularly entered cannot be cancelled except upon terms that will compensate Printer against loss. All orders are subject to final acceptance by Printer, and it shall not be liable for any loss or damage resulting from its reasonable failure to accept orders, ship products ordered or notify Customer of its non-acceptance of orders.
3. Experimental work performed at the Customer's request, such as, but not limited to sketches, drawings, composition, plates, presswork and materials shall be charged for at current rates.
4. Artwork, sketches, copy, dummies, and all preparatory work, plates, engravings and other manufacturing tools or items created or furnished by Printer shall remain its exclusive property, no use of same shall be made nor may any ideas obtained therefrom be used, except by written permission of Printer and upon compensation to be determined by Printer.
5. Original artwork, photos, plates, engravings and other manufacturing items when supplied by Customer are accepted at the Customer's risk and Printer shall not be liable for damage or loss in excess of out-of-pocket cost for raw materials or value agreed to in writing between Printer and Customer.
6. Author's alterations (AA): All changes from original specifications made by Customer shall entitle Printer to additional charges at the current rates for the additional work performed.
7. Errors: Printer shall not be liable for errors if printed matter conforms to files furnished by Customer. Proofs will be submitted if requested by Customer. Corrections, if any, are to be made thereon and returned with Proof/Print Authorization form marked "O.K." or "O.K. with corrections", and signed by duly authorized representative of Customer. If revised proofs are desired, request must be made when proof returned. Printer shall not be responsible for errors if work is performed as per Customer's "O.K."
8. Press: Press proofs incur additional charges. Printer shall charge for additional press time arising from Customer delay during make-ready press check or for change orders received after job is plated. Because of the difference in equipment and conditions between color proofing and the pressroom operations, a reasonable variation in color between color proofs and the completed job shall constitute an acceptable delivery.
9. Customer's Property: All Customer's property that is stored with Printer is at the Customer's risk, and Printer shall not be liable for any loss or damages thereto caused by fire, theft, water leakage, rodents, insects, or any other cause beyond Printer's control. It is understood that the storage of Customer's property is solely for the benefit of the Customer.
10. Terms: Unless otherwise arranged for, a deposit of 50% is requested upon the signing of proposal, 25% upon delivery of the job proof, and the balance upon completion of this order or upon delivery of the first copy or copies. All accounts not paid for within forty-five (45) days of invoice shall be charged interest at the rate of eighteen per cent (18%) per annum. If such rate shall be precluded by local law, this such rate shall be the highest rate allowable pursuant to such law.
11. Warranty: Printer warrants that its work will meet applicable specifications and other specific product work requirements and will be of good quality and free from defects in material and workmanship. All claims must be made within five (5) days of receipt of goods. Defective items must be held for Printer's inspection and returned to the original F.O.B. point upon request. The foregoing is expressly in lieu of all other warranties whatsoever, expressed, implied, and statutory, including, without limitation, and implied warranties of merchantability and fitness. Upon Customer's submission of a claim and its substantiation, Printer shall at its option either (1) replace its product or work at either the original F.O.B. point of delivery or (2) refund an equitable portion of the purchase price determined by Printer. All work performed will be done during normal working hours of normal working days. The foregoing is Printer's only obligation and Customer's only remedy of breach of warranty, and except for gross negligence and willful misconduct, the foregoing is Customer's only remedy hereunder by way of breach of contract, tort, or otherwise. In no event shall Customer be entitled to incidental or consequential damages. Any action for breach of this proposal must be commenced within two (2) years after the cause of action has occurred.
12. Title and Risk of Loss: Title to products which Printer sells to Customer shall pass to Customer upon delivery of the products to Customer, or to a carrier consigned to Customer, and Printer shall not be liable for loss of, delay in shipment, or damage of any products after title thereto has passed. Printer, however, retains title for security purposes only to all products until paid for in full in cash and may, at Printer's option, repossess the same from Customer's default in payment hereunder and charge Customer with any deficiency. It is expressly agreed that Printer shall not be held liable for loss or damage on account of delays due to strikes, wars, fires, floods, accidents, governmental or municipal laws, rules or regulations, acts of providence, its inability to secure specified materials, or other causes beyond Printer's reasonable anticipation or control.
13. No obscene or illegal literature will be printed by Printer under this contract, nor shall Printer be liable for any damages arising out of violation of copyright laws or illegal use of trade names or slogans. The Customer guarantees the legal property of all matter submitted to Printer for printing and/or publication; and will defend and indemnify Printer from and against all claims and responsibility arising from the printing and/or publication of such matter, including the legal expenses and disbursements incurred by Printer in connection therewith.
14. Unless otherwise specified, Printer shall use such style, type, size and composition as, in its discretion, seems to be the best interest of Customer.
15. Any and all mailing costs incurred by Printer in the performance of the specifications hereinabove set forth shall be in addition to the contract price hereinabove set forth and shall be at the then current rates of the United States Postal Service and/or common carrier.
16. Taxes: Customer shall pay all excise or other taxes, if any, that may be levied on the products sold under the contractor upon or in connection with the sale or shipment thereof.
17. Delivery Dates: Promised delivery date is contingent upon Customer's meeting its established schedule responsibilities. Printer shall not be responsible for consequential damages for late deliveries.
18. Prices quoted are based on straight time work. Overtime work caused by Customer's failure to meet deadline, a delay in turning in proofs, or other material necessary to complete the work within the time specified, shall be charged for at current overtime rates, over and above the price quoted herein.
19. Unless otherwise stated in writing, overruns or underruns, not to exceed ten (10%) percent of the amount ordered, shall constitute an acceptable delivery and the excess or deficiency shall be charged or credited to the customer proportionally.
20. Customer Furnished Materials: Any work required on files or materials furnished by the Customer shall be performed at Customer's risk and billed at current market rates. Responsibility for quality of material supplied will not be assumed by Printer when Customer furnished such material used in production of the printed order.
21. If it becomes necessary to institute suit in any court of law to enforce any of the provisions of quotation, including an action for collection or to enforce any of the standards terms for sale, customer agrees to pay all legal expenses and disbursements incurred by Printer in connection therewith.
22. In the event actual delivery extends beyond the date set forth on Printers acknowledgement of order entry, Printer shall have the further right to revise prices upon the application of a fraction, the numerator of which shall be the Consumer Price Index at the time of actual delivery and the denominator of which shall be such index at the proposed time of delivery set forth by the Printer in his acknowledgement to customer of order entry.

*Based on Trade Customs Adopted by Printing Industry of America, Inc.*

PUBLIC RECORDS. In accordance with Sec. 119.0701, *Florida Statutes*, CONTRACTOR must keep and maintain this Agreement and any other records associated therewith and that are associated with the performance of the work described in the Proposal or Bid. Upon request from the Village's custodian of public records, CONTRACTOR must provide the Village with copies of requested records, or allow such records to be inspected or copied, within a reasonable time in accordance with access and cost requirements of Chapter 119, *Florida Statutes*. A CONTRACTOR who fails to provide the public records to the Village, or fails to make them available for inspection or copying, within a reasonable time may be subject to attorney's fees and costs pursuant to Sec. 119.0701, *Florida Statutes*, and other penalties under Sec. 119.10, *Florida Statutes*. Further, CONTRACTOR shall ensure that any exempt or confidential records associated with this Agreement or associated with the performance of the work described in the Proposal or Bid are not disclosed except as authorized by law for the duration of the Agreement term, and following completion of the Agreement if the CONTRACTOR does not transfer the records to the Village. Finally, upon completion of the Agreement, CONTRACTOR shall transfer, at no cost to the Village, all public records in possession of the CONTRACTOR, or keep and maintain public records required by the Village. If the CONTRACTOR transfers all public records to the Village upon completion of the Agreement, the CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the Agreement, the CONTRACTOR shall meet all applicable requirements for retaining public records. Records that are stored electronically must be provided to the VILLAGE, upon request from the Village's custodian of public records, in a format that is compatible with the Village's information technology systems.

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE VILLAGE CLERK, RECORDS CUSTODIAN FOR THE VILLAGE, AT (561) 768-0685, OR AT [lmcwilliams@tequesta.org](mailto:lmcwilliams@tequesta.org), OR AT 345 TEQUESTA DRIVE, TEQUESTA, FLORIDA 33469.**

**Palm Beach County Inspector General**

Pursuant to Article XII of the Palm Beach County Charter, the Office of the Inspector General has jurisdiction to investigate municipal matters, review and audit municipal contracts and other transactions, and make reports and recommendations to municipal governing bodies based on such audits, reviews, or investigations. All parties doing business with the Village shall fully cooperate with the inspector general in the exercise of the inspector general's functions, authority, and power. The inspector general has the power to take sworn statements, require the production of records, and to audit, monitor, investigate and inspect the activities of the Village, as well as contractors and lobbyists of the Village in order to detect, deter, prevent, and eradicate fraud, waste, mismanagement, misconduct, and abuses.