



# CITY OF LODI

# COUNCIL COMMUNICATION

AGENDA TITLE: Participation in San Joaquin County Contract for Purchase of Stock Computer Paper

MEETING DATE: September 15, 1993

PREPARED BY: Finance Director

RECOMMENDED ACTION: That the City Council reject all bids, and adopt the attached resolution authorizing the City of Lodi to purchase stock computer paper under the terms of the contract between the County of San Joaquin and Shade/Allied, Inc., of Benecia.

BACKGROUND INFORMATION: On August 4, 1993, the City Council voted not to participate in San Joaquin County's contract for stock computer paper, and directed staff to develop specifications for the City's own bid.

On August 18, 1993, specifications were presented to and approved by the City Council, and bids were mailed to eleven suppliers. Bids were opened on September 1, 1993, with the following results:

Vanier Business Forms, Stockton	\$4,500.67
Unisource, Stockton	\$4,593.38
Wallace Computer Services, Sacramento (Lodi)	\$4,809.77
Shade/Allied, Benecia	\$4,907.27
Zellerbach, Sacramento	\$5,038.13
Walker Business Forms, Stockton	\$6,088.07
Delta Stationers, Lodi	\$7,765.73
Lodi Office Products, Lodi	No Response
Moore Business Forms, Sacramento	No Response
Office Staples, Lodi	No Response
Wright's Stationers, Lodi	No Response

If purchased under San Joaquin County contract: \$3,936.87

Adoption of the resolution would provide savings of \$563 compared to the lowest response to the City's bid. Because these savings have been made available to the City through participation in the cooperative program, it is strongly recommended that the City take advantage of this opportunity and adopt the attached resolution.

  
Dixon Flynn, Finance Director

Prepared by Joel Harris, Purchasing Officer

APPROVED: \_\_\_\_\_



THOMAS A. PETERSON  
City Manager



recycled paper

STOCK COMPUTER PAPER  
SUMMARY OF BIDS  
SEPTEMBER 1, 1993

QUANTITY	DESCRIPTION	PRICE PER THOUSAND SHEETS								S. J. CTY
		VANIER	U'SOURCE	WALLACE	SHADE/AL	ZEL'RBCH	WALKER	DELTA		
300,000	14-7/8 x 11 GREENBAR, 1-PART	\$ 7.41	\$ 7.40	\$ 7.54	\$ 7.66	\$ 7.92	\$ 9.43	\$12.59		\$ 6.88
40,000	14-7/8 x 11 GREENBAR, 2-PART	18.08	19.40	20.53	20.13	22.73	26.31	30.10		16.28
12,000	14-7/8 x 11 GREENBAR, 3-PART	29.03	30.50	32.11	33.48	33.33	43.14	47.61		28.96
15,000	14-7/8 x 11 BLANK, 1-PART	7.41	7.40	8.09	7.66	7.92	9.50	13.40		6.88
150,000	9-1/2 x 11 BLANK, MICRO-PERF, 1-PT	4.98	5.05	5.68	5.99	5.62	7.11	9.33		4.90
5,000	12 x 8-1/2 BLANK, MICRO-PERF, 1-PT	4.85	6.50	4.39	7.19	5.76	8.42	10.87		7.19
	TOTALS (SUM OF ALL EXTENSIONS)	4,500.67	4,593.38	4,809.77	4,907.27	5,038.13	6,088.07	7,765.73		3,936.87
	MINIMUM ORDER QUANTITY	10 CS	60 CS	1 CS	10 CS	\$200.00	5 CS	N/A		10 CS
	DELIVERY LEADTIME IN DAYS	2	3	1	2	2	3	1-3		2
	COMMENTS (SEE KEY BELOW)	(a)	(b)	(c)		(d)	(e)	(f)		

COMMENTS KEY:

- (a) PAYMENT DISCOUNT 1/2% FOR PAYMENT WITHIN 10 CALENDAR DAYS
- (b) BACKORDERS MAY TAKE UP TO 2 WEEKS TO FILL. PRICES FIRM TO 12-31-93. MAXIMUM ESCALATION 5% THROUGH 6/30/94
- (c) ALL ITEMS IN STOCK IN LODI. PRICES QUOTED F.O.B. PLANT (ADD CHARGES FOR DELIVERY, OR PICK UP AT PLANT)  
ITEM 4: 20# OFFERED vs 18# SPECIFIED  
ITEM 6: NOT MICRO-PERFORATED
- (d) ITEM 6: 18# OFFERED vs 20# SPECIFIED. PRICES FIRM THROUGH 9-30-93
- (e) NO CATALOG NUMBERS, NO CASE QUANTITIES INDICATED ON BID
- (f) PRICES GUARANTEED FOR 10 MONTHS

AGREEMENT FOR SERVICES

COUNTY COMPUTER PAPER REQUIREMENTS

THIS AGREEMENT made and entered into on this 6th day of May, 1993, by and between the COUNTY OF SAN JOAQUIN, a political subdivision of the State of California, hereinafter referred to as "County", and SCM WALTON PRINTING CO., an independent contractor, hereinafter referred to as "Contractor".

WITNESSETH:

WHEREAS, the County has need for computer paper; and

WHEREAS, the Contractor is able to supply such products.

NOW THEREFORE, the parties mutually agree as follows:

1. SCOPE OF SERVICE: Pursuant to this Agreement, the Contractor shall provide the San Joaquin County with their stock computer paper requirements on an "As Needed" basis, in accordance with Bid NO. 5037.

2. TERM OF AGREEMENT: This Agreement shall commence on May 1, 1993, and shall terminate on April 30, 1994, subject to the County's availability of funds.

The County may elect to extend this Agreement for two (2) additional one (1) year periods within the terms and conditions of the original bid offer.

3. COMPENSATION: County shall pay to Contractor as compensation for services performed by Contractor pursuant to this Agreement, payments will be made per the attached price schedule (Exhibit "A"), payable in arrears against invoices as submitted. Should deficiencies be detected in paper supplied, payment/or the commencement of a discount period (if applicable) will not be made until the defects are corrected and accepted by the County of San

Joaquin.

Prices quoted on Bid No. 5037 shall be firm through October 11, 1993, if there is a price adjustment after above referenced date a written notification shall be submitted to the County Purchasing Department (30) days prior to price change. Price adjustments shall be supported by such documentation as may be required by the County as justification of price changes. Price changes shall in no event exceed the additional cost paid by the Contractor.

All deliveries will be F.O.B. Destination and Full Freight Allowed.

4. DELIVERY: Deliveries will be on an "As Required basis, delivered two (2) days after the order is received. Failure to furnish delivery as promised may constitute a breach of agreement, and the County may procure items in accordance with the paragraph listed below.

5. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT: In case of default by vendor, the County may procure the articles and services from other sources and may recover the loss occasioned thereby from an unpaid balance due to the vendor, or by suit against vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

6. REJECTION OF DELIVERY: Materials must meet specifications. Rejected deliveries shall be removed by the vendor within ten(10) working days from notification, at vendors expense, or they may be destroyed. The County will not be responsible, nor pay for, rejected products.

7. ORDERS: Orders shall be placed by the various County Departments using a Term Agreement Release. The Term Agreement number and a six digit release number shall be given to the vendor, either in writing or by telephone, at the time of the order.

Orders will be placed on an "as needed" basis.

Contractor agrees to sell other stock computer paper that is not listed in the bid at the same percentage figured for the bid pricing.

8. TERMINATION OF AGREEMENT FOR CAUSE: If Contractor fails to perform Contractor's duties to the satisfaction of the County, or if Contractor fails to fulfill in a timely and professional manner Contractor's obligations under this Agreement, or if Contractor shall violate any of the terms or provisions of this Agreement, then County shall have the right to terminate this Agreement effective immediately upon the County giving written notice thereof to the Contractor.

Termination shall have no effect upon the rights and obligations of the parties arising out of any transaction occurring prior to the effective date of such termination. Contractor shall be paid for all work satisfactorily completed prior to the effective date of such termination.

9. EQUAL EMPLOYMENT OPPORTUNITY: During the performance of this Agreement, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, age, religion, sex, national origin, handicap, or veteran status.

10. DRUG FREE WORKPLACE: During the performance of this Agreement, the Contractor agrees that it will provide a drug free workplace, in accordance to the Government Code for Drug Free Workplace Act.

11. PARTICIPATION OF OTHER AGENCIES: Contractor agrees to extend prices, terms and conditions to other political subdivision, municipalities and tax-supported agencies in and outside of San

Joaquin County.

Such participating agencies shall make purchases in their own name, make payment directly to bidder and be liable directly to Contractor, holding the County of San Joaquin harmless. Such participating governmental bodies shall not have in force any other agreement for like purchases, nor shall it have under consideration for award any other bids or quotations for like purchases.

12. ENTIRE AGREEMENT AND MODIFICATION: This Agreement supersedes all previous Agreements and constitutes the entire understanding of the parties hereto. Contractor shall be entitled to no other benefits than those specified herein. No changes, amendments or alterations shall be effective unless in writing and signed by both parties. Contractor specifically acknowledges that in entering into and executing this Agreement, Contractor relies solely upon the provisions contained in this Agreement and no others.

13. NOTICES: All notices required to be given under this Agreement shall be in writing. Such notices shall be as indicated as follows:

FOR THE CONTRACTOR:           SCM Walton Printing Co.  
  P.O. Box 1504  
  Benicia, CA 94510

FOR THE COUNTY:                Purchasing Department  
  222 E. Weber Ave. #675  
  Stockton, CA 95202

IN WITNESS WHEREOF, County and Contractor have executed this Agreement on the day and year first hereinabove set forth.

SCM Walton Printing Co.  
Contractor

COUNTY OF SAN JOAQUIN, a  
political subdivision of the  
State of California

BY Chris Masters  
CHRIS MASTERS  
Sales Representative

BY Larry R. Coon  
LARRY R. COON, C.P.M.,  
Purchasing Manager

EXHIBIT "A"

PRICE SCHEDULE - STOCK COMPUTER PAPER

<u>DESCRIPTION</u>	<u>PRICE PER M</u>	<u>PER Carton</u>
<u>8-1/2" x 11" Register Bond:</u>		
1pt. 15# 1/2", green bar, SCM Walton #81G, 3000/ctn	3.75	11.25
3pt., 12# 1/2", green bar, SCM Walton #81G, 950/ctn	15.13	14.37
4pt., 12# 1/2" green bar, SCM Walton #81G 650/ctn	20.96	13.62
<u>9-1/2" x 11" Register Bond:</u>		
1 pt., 15# blank, L&R perf. SCM Walton #910P, 3000/ctn	3.99	9.58
1pt., 18# blank, L&R perf. SCM Walton #910PHS 2600/ctn	4.54	11.80
<u>9-1/2" x 11" Letteredge° Perfs:</u>		
1pt., 20# blank, cleanedge SCM Walton #910LE20, 2400/ctn	4.90	11.76
1 PT. 20#, 25% rag content, white SCM Walton #910LER, 2400/ctn	12.48	29.95
<u>9-1/2" x 11" Black Print Carbonless:</u>		
2pt., blank, NCR, L&R perf. SCM Walton #910PNB-2 1600/ctn	12.83	20.53
2pt., W/C, NCR perf. L&R, SCM Walton #910PCNB, 1600/ctn	24.04	38.46
3pt., blank, NCR L&R perf. SCM Walton #910PNB, 1050/ctn	21.47	22.54
3pt., W/C/P, NCR L&R perf. SCM Walton #910PCNB, 1050/ctn	37.71	39.60
4pt., blank, NCR L&R perf. SCM Walton #910PNB, 800/ctn	30.06	24.48
4pt., W/Y/P/G, NCR L&R perf. SCM Walton #910PCNB, 800/ctn	50.00	40.17

10-5/8" x 11" Register Bond:

1pt., 15# 1/2" green bar SCM Walton #01G, 3000/ctn	4.49	13.47
2pt., 12# 1/2" green bar SCM Walton #01G, 1300/ctn	12.44	16.17
3pt., 12# 1/2" green bar SCM Walton #01G, 950/ctn	19.82	18.83
4pt., 12# 1/2" green bar SCM Walton #01G, 650/ctn	27.40	17.81

12"x8-1/2" Register Bond:

1pt., 15# blank L&R Perf. SCM Walton #280P, 3000/ctn	3.93	11.79
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12"x8-1/2" Non-Impact Printer Paper:

1pt., 18# blank, L&R Perf. SCM Walton #280PHSN, 2600/ctn	4.49	11.67
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14-7/8"x8-1/2" Register Bond:

1pt., 18# blank, L&R Perf. SCM Walton #480HS, 2600/ctn	5.41	14.07
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14-7/8" x 11" Register Bond:

1pt., 15# 1/2" green bar SCM Walton #41G, 3000/ctn	6.04	18.12
1pt., 18# blank SCM Walton #410HS, 2600/ctn	6.88	17.89
1pt., 18# 1/2" green bar SCM Walton #41GHS, 2600/ctn	6.88	17.89
1pt., 20# blank computer paper, SCM Walton #41020, 2400/ctn	7.09	17.02
1pt., 20# 1/2" green bar SCM Walton #41G, 2400/ctn	7.09	17.02
1pt., 20# 1/2" blue bar SCM Walton #41B, 2400/ctn	7.09	17.02
2pt., 15# 1/2" green bar SCM Walton #41G-2, 1300/ctn	16.28	21.16
3pt., 12# 1/2" green bar SCM Walton #41G, 950/ctn	25.10	23.85
4pt., 12# 1/2" green bar SCM Walton #41G, 650/ctn	34.76	22.59

**FOR IMMEDIATE RELEASE**

**CONTACTS:**

Shade Computer Forms Co.  
Craig S. Dickman  
(414) 432-6700

SCM Allied Paper Incorporated  
Gregory A. Waddell  
(513) 866-7421

**SHADE COMPUTER FORMS CO. AND SCM ALLIED PAPER INCORPORATED  
ANNOUNCE MERGER PLANS**

GREEN BAY, Wis., July 21, 1993 -- Shade Computer Forms Co. of Green Bay, Wis., and SCM Allied Paper Incorporated of Dayton, Ohio, have announced plans to merge the two companies effective July 21, 1993.

The new company, Shade/Allied Inc., will be headquartered in Green Bay, Wis. Sales of the combined companies will exceed \$175 million annually. James L. Kemerling, the current president and chief executive officer of Shade, will assume these positions with the new company. William H. Ames, president of SCM Allied Paper, will assist in the integration of the two companies and serve as a consultant to the merged company.

In assessing the new combination, Kemerling stated, "The merger will provide both Shade and Allied customers with enormous benefits due to the synergies of the two companies. The new company will have one of the leading sales and support programs in the industry, a greatly expanded product line, and a distribution system that covers every major geographic area in the United States."

Allied markets both stock and custom forms under the SCM Allied Paper, SCM Allied/Egry, and SCM Walton Printing names. Allied is headquartered in Dayton, Ohio, and operates eight manufacturing plants located in Bellville, Tex.; Buena Park, Calif.; Columbus, Ohio; Leipsic, Ohio; Denison, Tex.; Gainesville, Ga.; Petersburg, W. Va.; and Tukwila, Wash. In addition, Allied has nine sales offices and 55 distribution locations.

Shade Information Systems Inc., doing business as Shade Computer Forms Co., manufactures more than 150 different stock forms sold under the "Shade" brand name. The company operates two manufacturing plants located in De Pere, Wis., and Lancaster, Pa. Shade has 17 sales offices and 20 distribution locations nationwide.

RESOLUTION NO. 93-119

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A RESOLUTION OF THE LODI CITY COUNCIL  
REJECTING ALL BIDS RECEIVED, AND AUTHORIZING PARTICIPATION IN SAN  
JOAQUIN COUNTY CONTRACT FOR THE PURCHASE OF STOCK COMPUTER PAPER

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WHEREAS, at its August 4, 1993 City Council meeting, the Council voted not to participate in San Joaquin County's contract for stock computer paper, and directed staff to develop specifications for the City's own bid; and

WHEREAS, in answer to notice duly published in accordance with law and the order of this City Council, sealed bids were received and publicly opened on September 1, 1993 at 11:00 a.m. for the bid for the contract for stock computer paper, described in the specifications therefor approved by the City Council on August 18, 1993; and

WHEREAS, said bids have been compared, checked, and tabulated and a report thereof filed with the City Manager as follows:

Vanier Business Forms, Stockton	\$4,500.67
Unisource, Stockton	\$4,593.38
Wallace Computer Services, Sacramento (Lodi)	\$4,809.77
Shade/Allied, Benecia	\$4,907.27
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Moore Business Forms, Sacramento	No response
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Wright's Stationers, Lodi	No response

If purchased under San Joaquin County contract \$3,936.87

WHEREAS, pursuant to Lodi Municipal Code Section 3.20.040, the Purchasing Officer, with the approval of the City Council, may authorize in writing any agency to purchase or contract for specified supplies, services and equipment independently of the Purchasing Department so long as such purchases are made in conformity with established purchasing procedures as set forth in the Lodi Municipal Code, and periodic reports are required of and provided by the agency on said purchases made under such written authorization;

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby rejects all bids received, and authorizes the City of Lodi to purchase stock computer paper under the terms of the contract between the County of San Joaquin and Shade/Allied, Inc. of Benecia.

Dated: September 15, 1993

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I hereby certify that Resolution No. 93-119 was passed and adopted by the Lodi City Council in a regular meeting held September 15, 1993 by the following vote:

Ayes: Council Members -  
Noes: Council Members -  
Absent: Council Members -

Jennifer M. Perrin  
City Clerk

93-119

RES93119/TXTA.01V

RESOLUTION NO. 93-119

=====

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Dated: September 15, 1993

=====

I hereby certify that Resolution No. 93-119 was passed and adopted by the Lodi City Council in a regular meeting held September 15, 1993 by the following vote:

Ayes: Council Members - Davenport, Mann, Sieglock, Snider,  
and Pennino (Mayor)

Noes: Council Members - None

Absent: Council Members - None

  
Jennifer M. Perrin  
City Clerk

93-119

RES93119/TXTA.02J