

AGREEMENT

THIS AGREEMENT dated this 21st day of April, 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and OFFICE DEPOT, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: Office Supplies Continuing Supply, in accordance with the requirements of Leon County Bid# BC- 01-28-09-16, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto, but only to the extent it is not inconsistent with the Agreement.

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period commencing on May 1, 2009, and shall continue until September 30, 2010. After the initial period, at the sole option of the County, this Agreement may be extended for no more than three (3) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for prices based upon the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

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6. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.

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- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials and employees from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or in any way related to this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense.

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The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the

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terms and conditions of this Agreement.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____ of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, if Any

LEON COUNTY, FLORIDA

BY: _____
Parvez Alam, County Administrator
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

DRAFT



Leon County

Board of County Commissioners

301 South Monroe Street, Tallahassee, Florida 32301
(850) 606-5302 www.leoncountyfl.gov

Commissioners

BILL PROCTOR
District 1

JANE G. SAULS
District 2

JOHN DAILEY
District 3

BRYAN DESLOGE
District 4

BOB RACKLEFF
District 5

CLIFF THAELL
At-Large

AKIN AKINYEMI
At-Large

PARWEZ ALAM
County Administrator

HERBERT W.A. THIELE
County Attorney

Bid Title: Office Supplies, Continuing Services
Bid No: BC-01-28-09-16
Opening Date: Wednesday, January 28, 2009 at 2:00 PM
Location: 2284 Miccosukee Road, Tallahassee, Florida 32308

INSTRUCTION TO BIDDERS

To Insure Acceptance of Your Bid, Please Follow These Instructions:

1. Items listed on the bid checklist in this form and all other items required within this invitation to bid must be executed and/or submitted in a sealed envelope. Address your sealed envelope as follows:

Bid No: BC-01-28-09-16
Board of County Commissioners
Leon County Purchasing Division
2284 Miccosukee Road
Tallahassee, Florida 32308
2. Bid must be typed or printed in ink. All corrections made by the bidder prior to the opening must be initialed and dated by the bidder. No changes or corrections will be allowed after bids are opened.
3. Bid must contain an original, manual signature of an authorized representative of the company.
4. The bid opening shall be public on the date and time specified on the bid. It is the bidder's responsibility to assure that the bid is delivered at the proper time and location. Bids which are received after the bid opening time will be returned unopened to the bidder.
5. Bidders are expected to examine the specifications, delivery schedule, bid prices and extensions and all general and special conditions of the bid prior to submission. In case of error in price extension, the unit price will govern.
6. If you are not submitting a bid but wish to remain on our bid list, please return the "Statement of No Bid" form and provide an explanation in detail where requested.
7. Special Accommodation: Any person requiring a special accommodation at a Pre-Bid Conference or Bid/RFP opening because of a disability should call the Division of Purchasing at (850) 606-1600 at least five (5) workdays prior to the Pre-Bid Conference or Bid/RFP opening. If you are hearing or speech impaired, please contact the Purchasing Division by calling the County Administrator's Office using the Florida Relay Service which can be reached at 1(800) 955-8771 (TDD).

NOTE: ANY AND ALL CONDITIONS OR REQUIREMENTS ATTACHED HERETO WHICH VARY FROM THE INSTRUCTIONS TO BIDDERS WILL BE PRECEDENT.

Bid Title: Office Supplies, Continuing Services
Bid No: BC-01-28-09-16
Opening Date: Wednesday, January 28, 2009 at 2:00 PM

PURPOSE:

Leon County is seeking the services of a qualified vendor for the continuing supply of office consumables and desktop supplies, miscellaneous office furniture, and miscellaneous office electrical equipment. These items may be purchased by the operational divisions of the Leon County Board of County Commissioners, and, at their option, the elected Constitutional County Officers: Leon County Sheriffs Office, Clerk of the Courts, Property Appraiser, Tax Collector, and Supervisor of Elections. Also, please take note of the section titled "Purchases by Other Public Agencies" on page 5 and be alerted to the strong desire by the City of Tallahassee to also participate in the terms and conditions of this solicitation and resulting agreement.

Detailed vendor requirements, evaluation criteria, and information required of bidders is contained in the Scope of Services section beginning on page 14 of this document. Vendors are cautioned to pay particular attention to all required items and information as bids lacking any item(s) will be declared non-responsive.

BID DEADLINE:

Bid must be submitted no later than Wednesday, January 28, 2009 at 2:00 PM.

OFFEROR REGISTRATION:

Offerors who obtain solicitation documents from sources other than the Leon County Purchasing Division or Demandstar.com MUST officially register with the County Purchasing Division in order to be placed on the planholders list for the solicitation. This list is used for communications from the County to prospective Offerors. Also, Offerors should be aware that solicitation documents obtained from sources other than those listed above may be drafts, incomplete, or in some other fashion different from the official solicitation document(s). Failure to register as a prospective Offeror through the Purchasing Division or online through Demandstar.com may cause your submittal to be rejected as non-responsive.

BID INFORMATION AND CLARIFICATION:

Questions pertaining to bid procedures or regarding the specifications should be addressed to Keith Roberts or Don Tobin, phone (850) 606-1600; fax (850) 606-1601; E-mail robertsk@leoncountyfl.gov or tobind@leoncountyfl.gov. Written inquiries are preferred.

Each Vendor shall examine the Bidding Documents carefully; and, no later than seven days prior to the date for receipt of bids, he shall make a written request to the Owner for interpretations or corrections of any ambiguity, inconsistency or error which he may discover. All interpretations or corrections will be issued as addenda. The County will not be responsible for oral clarifications. No negotiations, decisions or actions shall be initiated or executed by the proposer as a result of any discussions with any County employee prior to the opening of proposals. Only those communications which are in writing from the County may be considered as a duly authorized expression on the behalf of the Board.

Also, only communications from firms which are in writing and signed will be recognized by the Board as duly authorized expressions on behalf of proposers:

PROHIBITED COMMUNICATIONS

Any form of communication, except for written correspondence, shall be prohibited regarding a particular request for proposal, request for qualification, bid, or any other competitive solicitation between:

1. Any person or person's representative seeking an award from such competitive solicitation; and
2. Any County Commissioner or Commissioner's staff, or any county employee authorized to act on behalf of the Commission to award a particular contract.

Bid Title: Office Supplies, Continuing Services
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For the purpose of this section, a person's representative shall include, but not be limited to, the person's employee, partner, officer, director, consultant, lobbyist, or any actual or potential subcontractor or consultant of the person.

The prohibited communication shall be in effect as of the deadline to submit the proposal, bid, or other response to a competitive solicitation.

The provisions of this section shall not apply to oral communications at any public proceeding, including pre-bid conferences, oral presentations before selection committees, contract negotiations during any public meetings, presentations made to the Board, and protest hearings. Further, the provisions of this section shall not apply to contract negotiations between any employee and the intended awardee, any dispute resolution process following the filing of a protest between the person filing the protest and any employee, or any written correspondence with any employee, County Commissioner, or decision-making board member or selection committee member, unless specifically prohibited by the applicable competitive solicitation process.

The provisions of this section shall terminate at the time the Board, or a County department authorized to act on behalf of the Board, awards or approves a contract, rejects all bids or responses, or otherwise takes action which ends the solicitation process.

The penalties for an intentional violation of this article shall be those specified in §125.69(1), Florida Statutes, as amended, and shall be deemed supplemental to the penalties set forth in Section 1-9 of the Code of Laws, Leon County, Florida.

PREPARATION AND SUBMISSION OF BID:

Each Vendor shall submit Bid Prices and other requested information, including alternates or substitutions if allowed by this invitation to bid, on the proper forms and in the manner herein prescribed. Any erasures or other corrections in the Bid must be explained or noted over the signature of the Vendor. Bids containing any conditions or irregularities of any kind may be rejected by the County. All bids must be submitted in a sealed envelope or other appropriate container. Facsimiles will not be accepted. It is the intention of the County to award this bid based on the low total bid price and/or other criteria herein contained meeting all specifications.

PLANHOLDERS

As a convenience to vendors, Leon County has made available via the internet lists of all registered planholders for each bid or request for proposals. The information is available on-line at <http://www.leoncountyfl.gov/Purchasing/Bid.asp> by simply clicking the planholder link to the right of the respective solicitation. A listing of the registered vendors with their telephone and fax numbers is designed to assist vendors in preparation of their responses.

ADDENDA TO SPECIFICATIONS

If any addenda are issued after the initial specifications are released, the County will post the addenda on the Leon County website at <http://www.leoncountyfl.gov/purchasing/addenda.asp>. For those projects with separate plans, blueprints, or other materials that cannot be accessed through the internet, the Purchasing Division will make a good faith effort to ensure that all registered bidders (those vendors who have been registered as receiving a bid package) receive the documents. It is the responsibility of the vendor prior to submission of any bid to check the above website or contact the Leon County Purchasing Division at (850) 606-1600 to verify any addenda issued. The receipt of all addenda must be acknowledged on the bid response sheet.

Bid Title: Office Supplies, Continuing Services
Bid No: BC-01-28-09-16
Opening Date: Wednesday, January 28, 2009 at 2:00 PM

UNAUTHORIZED ALIEN(S)

The Contractor agrees that unauthorized aliens shall not be employed nor utilized in the performance of the requirements of this solicitation. The County shall consider the employment or utilization of unauthorized aliens a violation of Section 274A(e) of the Immigration and Naturalization Act (8 U.S.C. 1324a). Such violation shall be cause for unilateral termination of this Agreement by the County. As part of the response to this solicitation, please complete and submit the attached form "AFFIDAVIT CERTIFICATION IMMIGRATION LAWS."

MINORITY and WOMEN BUSINESS ENTERPRISE AND EQUAL OPPORTUNITY POLICIES

A. Minority Business Enterprise (MBE) and Women (WBE) Business Enterprise Requirements

The purpose of the Minority and Women-Owned Business Enterprise (MWBE) Program is to effectively communicate Leon County procurement and contracting opportunities, through enhanced business relationships, to end disparity and to increase participation opportunities for certified minority and women-owned business enterprises in a competitive environment. This program shall:

1. Eliminate any policies and/or procedural barriers that inhibit MBE and WBE participation in our procurement process.
2. Established targets designed to increase MBE and WBE utilization proportionate to documented under utilization.
3. Provide increased levels of information and assistance available to MBE's and WBEs.
4. Implement mechanisms and procedures for monitoring MBE and WBE compliance by prime contractors.

The term "Certified Minority Women Business Enterprise" (MWBE) is defined as Minority Business Enterprise (MBE) and Women Business Enterprise (WBE) firms certified by Leon County or the City of Tallahassee.

Each Respondent is strongly encouraged to secure MBE and WBE participation through purchase(s) of those goods or services to be provided by others. Firms responding to this bid are hereby made aware of the County's targets for MBE and WBE utilization. Respondents that require assistance or guidance with these MBE or WBE requirements should contact: Gary W. Johnson, Leon County Minority, Women, and Small Business Enterprise Director, by telephone at (850) 606-1650; fax (850) 606-1651 or by e-mail johnsong@leoncountyfl.gov.

For goods and/or services to be performed in this bid, the following are the aspirational targets for participation by certified MBE's and/or WBE's.

Material & Supplies Target: Minority Business Enterprise - 1%

Respondent **must complete and submit** the attached Minority and Women Business Enterprise (MWBE) Participation Plan form. Failure to submit the completed MWBE Participation Plan form and, if applicable, a good faith effort letter will result in a determination of non-responsiveness for the bid. If the aspirational target is not met **you must prepare and attach a separate good faith effort statement**. All respondents, including MBE's, and WBE's shall either meet the aspirational target(s), or if not met, demonstrate in their bid response that a good faith effort was made to meet the aspirational target(s). **Failure to submit such good faith effort statement will result in the bid being non-responsive**. Below, are policy examples of good faith efforts that respondents can use if they are not meeting the aspirational target. These examples can be used to demonstrate the good faith effort.

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1. Advertising for participation by MWSBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all MWSBEs referred to the Bidder by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documentation indicating that the bidding Prime Contractor provided ample time for potential MBE, WBE and SBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE, WBE and SBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available MWSBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs, WBEs and SBE Vendors who provide the services needed for the bid or proposal, including a list of all MWSBEs that were contacted and the method of contact.
5. Document follow-up telephone calls with potential MWSBE Subcontractors encouraging their participation.
6. Allowing potential MWSBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the MWSBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems they are having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed. This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

OCCUPATIONAL LICENSES AND REGISTRATIONS:

The contractor shall be responsible for obtaining and maintaining throughout the contract period his or her city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Every vendor submitting a bid on this invitation for bids **shall** include a copy of the company's local business or occupational license(s) or a written statement on letterhead indicating the reason no license exists. Leon County, Florida-based businesses are required to purchase an Occupational License to conduct business within the County. Vendors residing or based in another state or municipality, but maintaining a physical business facility or representative in Leon County, may also be required to obtain such a license by their own local government entity or by Leon County. For information specific to Leon County occupational licenses please call (850) 488-4735.

If the contractor is operating under a fictitious name as defined in Section 865.09, Florida Statutes, proof of current registration with the Florida Secretary of State **shall be submitted** with the bid. A business formed by an attorney actively licensed to practice law in this state, by a person actively licensed by the Department of Business and Professional Regulation or the Department of Health for the purpose of practicing his or her licensed profession, or by any corporation, partnership, or other commercial entity that is actively organized or registered with the Department of State **shall submit** a copy of the current licensing from the appropriate agency and/or proof of current active status with the Division of Corporations of the State of Florida or such other state as applicable.

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Failure to provide the above required documentation may result in the bid being determined as non-responsive.

LOCAL PREFERENCE IN PURCHASING AND CONTRACTING

1. Preference in bidding. In purchasing of, or letting of contracts for procurement of, personal property, materials, contractual services, and construction of improvements to real property or existing structures in which pricing is the major consideration, the authorized purchasing authority of Leon County may give a preference to local businesses in making such purchase or awarding such contract, as follows:

a) Individuals or firms which have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of five percent of the bid price.

b) Individuals or firms which do not have a home office located within Leon, Gadsden, Wakulla, or Jefferson County, and which meet all of the criteria for a local business as set forth in this article, shall be given a preference in the amount of three percent of the bid price.

The maximum cost differential shall not exceed \$20,000.00. Total bid price shall include the base bid and all alternatives or options to the base bids which are part of the bid and being recommended for award by the appropriate authority.

2. Local business definition. For purposes of this section, "local business" shall mean a business which:

a) Has had a fixed office or distribution point located in and having a street address within Leon, Gadsden, Wakulla, or Jefferson County for at least six (6) months immediately prior to the issuance of the request for competitive bids or request for proposals by the County; and

b) Holds any business license required by the County, and, if applicable, the City of Tallahassee; and,

c) Is the principal offeror who is a single offeror; a business which is the prime contractor and not a subcontractor; or a partner or joint venturer submitting an offer in conjunction with other businesses.

3. Certification. Any vendor claiming to be a local business as defined, shall so certify in writing to the Purchasing Division. The certification shall provide all necessary information to meet the requirements of above. The Local Vendor Certification Form is enclosed. The purchasing agent shall not be required to verify the accuracy of any such certifications, and shall have the sole discretion to determine if a vendor meets the definition of a "local business."

PAYMENT:

It is the County's intent to have all on-line orders of office consumables paid via purchasing card and credits/returns handled in the same manner. Only furniture or other special items may be invoiced. For those items invoiced, the County will make scheduled payments within thirty (30) days of submission and approval of invoice for services.

STATUS

The Contractor shall at all times, relevant to this contract, be an independent contractor and in no event shall the Contractor, nor any employees or sub-contractors under it, be considered to be employees of Leon County.

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INSURANCE:

Bidders' attention is directed to the insurance requirements below. Bidders should confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. The Insurance Certification Form attached hereto is to be completed and submitted as part of your bid response. If an apparent low bidder fails to comply strictly with the insurance requirements, that bidder may be disqualified from award of the contract.

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

1. Minimum Limits of Insurance. Contractor shall maintain limits no less than:
 - a. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
 - b. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
 - c. Workers' Compensation and Employers Liability: Workers' Compensation insurance covering all employees and meeting Statutory Requirements in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

2. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

3. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

- a. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 1. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers, officials, employees or volunteers.
 2. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

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3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
4. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

b. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

4. Acceptability of Insurers. Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
5. Verification of Coverage. Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time. Certificates of Insurance acceptable to the County shall be filed with the County prior to the commencement of the work. These policies described above, and any certificates shall specifically name the County as an additional Insured and shall contain a provision that coverage afforded under the policies will not be canceled until at least thirty (30) days prior to written notice has been given to the County.

Cancellation clauses for each policy should read as follows: *Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the Certificate Holder named herein.*

6. Subcontractors. Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

REJECTION OF BIDS:

The County reserves the right to reject any and/or all bids when such rejection is in the best interest of the County.

RECEIPT AND OPENING OF BIDS:

Bids will be opened publicly at the time and place stated in the Invitation to Bid. The person whose duty it is to open them will decide when the specified time has arrived and no bids received thereafter will be considered. No responsibility shall be attached to any person for the premature opening of a Bid not properly addressed and identified. At the time fixed for the opening of bids, the contents of the bid form will be made public for the information of vendors and other interested parties who may be present either in person or by representative.

WITHDRAWAL OF BIDS:

Bids may be withdrawn by written or telegraphic request received from Vendors prior to the time fixed for opening. Negligence on the part of the Vendor in preparing the Bid confers no right for the withdrawal of the bid after it has been opened.

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AWARD OF BIDS:

The bid/proposal will be awarded as soon as possible to the lowest responsive, responsible bidder, unless otherwise stated elsewhere in this invitation to bid. The County reserves the right to waive any informality in bids/proposals and to award a bid/proposal in whole or in part when either or both conditions are in the best interest of Leon County.

Notice of the intended award is provided through an agenda item to the Board of County Commissioners containing a recommendation of award. The agenda for each meeting of the County Commission is available on the County website at www.leoncountyfl.gov. A vendor may request, in their bid submittal, a copy of the bid tabulation sheet to be mailed in a vendor provided, stamped self-addressed envelope for their record.

AGREEMENT:

After the bid award, the County will, at its option, prepare an agreement specifying the terms and conditions resulting from the award of this bid. The vendor will have five calendar days after receipt to acknowledge receipt of and execute the agreement.

The performance of Leon County of any of its obligations under the purchase order or agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of the purchase order or agreement for the current and any future periods provided for within the bid specifications.

AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

1. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this contract.
2. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this contract.
3. Upon completion or termination of the contract and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 & 2 above.
4. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
5. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
6. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

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MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this contract, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this contract.

Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this contract. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this contract; (2) the withholding of payments to the provider by the County; and (3) the termination of this contract for cause.

RIGHT TO INSPECT PLANT

The County may, at its discretion, inspect the part of the plant or place of business of a contractor or any subcontractor which is related to the performance of any contract awarded, or to be awarded, by Leon County. The right expressed herein shall be included in all contracts or subcontracts that involve the performance of any work or service involving Leon County.

BID CHALLENGE:

Any bid award recommendation may be challenged on the grounds of irregularities in the specifications, bid procedure, or the evaluation of the bid. Such notice of intent of bid challenge shall be made in writing to the Purchasing Director within 72 hours (excluding weekends and holidays) after receipt of the intended recommendation of award. Challenger shall file a formal written bid challenge within 10 days after the date in which the notice of intent of bid challenge has been submitted. Failure to file a notice of intent of bid challenge or failure to file a formal written bid challenge shall constitute a waiver of all rights granted under this section. The vendor shall be responsible for inquiring as to any and all award recommendation/postings.

Should concerns or discrepancies arise during the bid process, vendors are encouraged to contact the Purchasing Division prior to the scheduled bid opening. Such matters will be addressed and/or remedied prior to a bid opening or award whenever practically possible. Vendors are not to contact departments/divisions regarding the vendor complaint.

At the time fixed for the opening of bids, the contents of the Bid Form will be made public for the information of vendors and other interested parties, who may be present either in person or by representatives.

TERMINATION

Leon County may terminate this Contract without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Contract for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Contract by mailing a notice of termination to the seller.

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PENALTIES:

BIDS MAY BE REJECTED AND/OR VENDOR(S) DISQUALIFIED FOR THE FOLLOWING REASONS:

1. Consistent failure to respond to bid invitation for three (3) consecutive instances.
2. Failure to update the information on file including address, product, service or business descriptions.
3. Failure to perform according to contract provisions.
4. Conviction in a court of law of any criminal offense in connection with the conduct of business.
5. Clear and convincing evidence of a violation of any federal or state anti-trust law based on the submission of bids or proposals, or the awarding of contracts.
6. Clear and convincing evidence that the vendor has attempted to give a Board employee a gratuity of any kind for the purpose of influencing a recommendation or decision in connection with any part of the Board's purchasing activity.
7. Other reasons deemed appropriate by the Board of County Commissioners.

PUBLIC ENTITY CRIMES STATEMENT:

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

MANUFACTURERS' NAME AND APPROVED EQUIVALENTS:

Manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The bidder may offer any brand for which he is an authorized representative, which meets or exceeds the specifications for any item(s). If bids are based on equivalent products, indicate on the bid form the manufacturer's name and catalog number. Bidder shall submit with his bid, cuts, sketches, and descriptive literature and/or specifications. The bidder should also explain in detail the reason(s) why and submit proof that the proposed equivalent will meet the specifications and not be considered an exception thereto. The Leon County Board of County Commissioners reserves the right to be the sole judge of what is equal and acceptable. Bids which do not comply with these requirements are subject to rejection. If Bidder fails to name a substitute it will be assumed that he is bidding on, and he will be required to furnish goods identical to bid standard.

IDENTICAL TIE BIDS:

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Bidder must complete and submit as part of the bid response the attached "IDENTICAL TIE BID" form. Failure to submit a completed form may result in the bid being determined as non-responsive.

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WARRANTIES:

Bidder will warrant title to all goods sold and such warranty may not:

1. Be for a period less than five (5) years.
2. Limit the County's remedies under Chapter 672, Florida Statutes;
3. Exclude or modify a warranty of merchantability as provided for in Section 672.314, Florida Statutes;
or
4. Exclude or modify a warranty of fitness as provided for in Section 672.315, Florida Statutes.

WORK

Contractor understands that no amount of work is guaranteed to it nor is the County under an obligation to utilize the services of the Contractor in those instances where the work to be performed can be done by County personnel or under separate contract. Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

TIME

The Agreement resulting from this solicitation shall be for a period commencing on or about March 1, 2009 and shall continue until September 30, 2010. After the initial period, at the sole option of the County, this Agreement may be extended for no more than three (3) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

PERMITS

The Contractor shall be responsible for all necessary permits as required by law.

ASSIGNMENT

This contract shall not be assigned or sublet as a whole or in part without the written consent of the County, nor shall the Contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or in any way related to this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the Contractor is sufficient consideration for the Contractor's indemnification of the County.

ETHICAL BUSINESS PRACTICES

- A. Gratuities. It shall be unethical for any person to offer, give, or agree to give any County employee, or for any County employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice,

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investigation, auditing, or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any solicitation or proposal therefor.

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

- C. The Board reserves the right to deny award or immediately suspend any contract resulting from this proposal pending final determination of charges of unethical business practices. At its sole discretion, the Board may deny award or cancel the contract if it determines that unethical business practices were involved.

BID CHECKLIST:

Please submit the items on the following list and any other items required by any section of this invitation for bids. The checklist is provided as a courtesy and may not be inclusive of all items required within this invitation for bids.

- _____ Completed Bid Response Sheet with Manual Signature and Discount Prices
- _____ Applicable Licenses/Registrations
- _____ Minority Business Enterprise Statement
- _____ Identical Tie Bid Statement
- _____ Completed Public Entity Crimes Statement
- _____ Insurance Certification Form
- _____ Certification/Debarment Form
- _____ United Stationers Dealer Net Pricer, January - March 2008
- _____ Appendix B, Item Unit Price Sheet
- _____ Copy of Licenses
- _____ Vendor's Current Product Catalog

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SCOPE OF SERVICES

Term of Service: The anticipated term of service should commence on or about March 1, 2009 and continue until September 30, 2010. After the initial period, at the sole option of the County, the agreement may be extended for no more than three (3) additional one year periods.

Bid Pricing: Prices for this bid are being requested for three categories of materials and for a specific item list:

1. **Office Consumables and Desktop Supplies:** Vendor shall provide pricing that represents a plus or minus (+/-) to the "Net Price" (end column) listed in the current quarterly United Stationers Dealer Net Pricer, a copy of which must be provided as a part of the bid submittal. A general listing that includes many, but not all, of these items is in Appendix A.
2. **Electrical items:** Vendor shall provide a minimum discount for all electrical items (anything that plugs into a wall electrical outlet) listed in vendor's current catalog.
3. **Other items:** Vendor shall provide a minimum discount for all other items (Non-electrical or not Office Consumables and Desktop Supplies) listed in vendor's current catalog.
4. **Item Price List:** Fifty frequently consumed office supply products are listed by manufacturer's number and unit of issue on Appendix B. Prices for these products shall be provided by the bidder in the same packaging/quantity as the price sheet (i.e. CS should be by the case, EA: each - single, etc.). This listing will be utilized for verification of prices and pricing calculations as part of the bid award process. All items listed are name branded items and NO substitutions will be allowed.

Products: All products offered under this contract shall be new, unused, and in current production at the time of purchase. Re-manufactured or refurbished products shall not be accepted unless specifically ordered by the County.

Estimated Contract Value: It is anticipated that Leon County (and other eligible users of this contract) will expend approximately \$200,000 annually under any contract resulting from this bid. The bidder understands that no amount of purchases are guaranteed to it, nor is the County under an obligation to utilize the services of the bidder in those instances where the purchase can be done by County personnel under separate contract.

Delivery requirements: Desktop supplies and Office Consumables require next day, desk side delivery. Bidders shall provide an estimate for the delivery time of other items ordered through their standard catalog, but the estimates are not expected to exceed 30 days for delivery. Leon County Board of County Commissioners has approximately 44 various locations within Leon County.

Minimum Orders: Bidders shall indicate on the bid response sheet if there is any minimum order requirements for the required standard next day delivery. Minimum order levels may not exceed \$25.00. If your company will ship a lesser amount, please indicate on the vendor bid response sheet.

Catalog: Bidder shall include as a part of the bid submittal their current catalog of desktop office consumables. The items contained in the catalog shall represent the core of the most frequently purchased items by State, County, or other local government offices and shall be current production items at the time of bidding. The successful vendor shall provide an adequate supply of current catalogs for County offices as they are issued.

On-line Ordering & Purchasing Card: Bidder is required to offer on-line ordering capabilities and accept governmental purchasing cards. Bidder shall provide as part of the bid submittal details of the on-line ordering and payment capabilities.

It is the County's intent to have all on-line orders of office consumables paid via purchasing card. Only

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It is the County's intent to have all on-line orders of office consumables paid via purchasing card. Only furniture or other special items may be invoiced. The Board of County Commissioners currently has Visa cards through Bank of America; the Constitutional Officers may have other cards issued by other financial institutions.

Additional Service Information: Bidder must include information and/or procedures for each of the following, and any applicable fees, if any, as a part of the bid response:

1. Returns
2. Restocking fees
3. Partial shipments
4. Substitutions
5. Drop shipments
6. Delivery fees for items other than Office Consumables and Desktop Supplies which must be included in item unit price.
7. Backorders
8. Vendors are encouraged to provide any additional information about value added services that they may provide that are not requested or listed in this bid.

References/Business Information:

1. Bidder shall provide at least three references for equivalent sized or larger accounts (700 or more employees) that the company has serviced for at least two continuous years, and the name, current phone number, and e-mail address of the Contract Administrator (the actual company person who manages the contract and business relationship on a day-to-day basis). No listed reference shall be for a contract ending more than 3 years ago. Leon County will make reasonable efforts to contact the persons listed by Bidders, however, incorrect contact information or persons will be considered as an invalid reference and a score of zero applied for that reference.
2. A list of any contracts cancelled in the last three years with the name and phone number of the Contract Administrator.
3. Leon County reserves the right to contact any known current or previous customer of a bidder to achieve a well balanced reference list.

Vendor Customer Service Representative: The selected vendor shall provide a single point of contact to communicate with the County Contract Administrator. This individual must have full authority to settle any issues that may arise out of the contract. The County reserves the right to request a change in the Customer Service Representative regardless of reason. Bidder shall provide as part of the bid submittal the resume of the person to serve as the Customer Service Representative.

Bid Award: Award of this bid will be made to the lowest responsible and responsive bidder based upon the following scoring factors:

1. **Pricing, 60 points:** The bid price for the Office Consumables and Desktop Supplies shall be the base price for scoring consideration. The lowest vendor shall receive the total of 50 points and each other vendor shall receive a score based upon the following formula:

$$60 \text{ points} - (\frac{1}{2} \text{ point per } 1\% \text{ difference between Bidders' price and lowest price}) = \text{point score}$$

e.g.: Bidder A offers 6% discount and Bidder B offers 2% discount; Bidder A gets 60 points and Bidder B gets 58 points or $50 - [(6-2) * 1/2] = 48$

Prices provided on the Item Price List will be verified utilizing the Dealer Net Pricer and the percentage plus/minus bid by the Bidder.

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2. **References, 20 points:** Items to be checked from references provided by the vendor and/or from other references selected by the County include, but are not limited to: on-time delivery, completeness of orders, invoices, credits, returns, billing issues, handling of backorders, courtesy and responsiveness of vendor's staff; overall customer satisfaction
3. **Capability, 20 points:** This includes, but is not limited to: the range of products in catalog, staff person to be assigned, delivery means, internet capabilities, order taking and processing, other current major contracts, and any value added services.

Price Revisions: Price revisions during the term of the agreement shall be as follows:

Office Consumables and Desktop Supplies: The vendor pricing offered shall not be changed during the term of the agreement. However, as the Dealer Net Pricer prices change, the base price for items will be allowed to change. Vendor shall provide the County Contract Manager with a copy of each Dealer Net Pricer as item pricing changes.

Electrical and Other Items: The vendor pricing bid shall not change while item unit prices are to be based upon the current vendor catalog. The contractor shall provide no less than 30 days written notice of new catalogs and price changes.

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STATEMENT OF NO BID

We, the undersigned, have declined to bid on the above referenced bid for the following reasons:

- We do not offer this service
- Our schedule would not permit us to perform.
- Unable to meet specifications
- Others (Explain)

We understand that if the no-bid letter is not executed and returned, our name may be deleted from the list of qualified bidders for Leon County.

Company Name _____

Signature _____

Name (Print/Type) _____

Telephone No. _____

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MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Respondent: _____

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. **This submitted MWBE Participation Plan shall include completion of Tables 2, 3, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).**

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:

a) Aspirational Target for MBE Participation. The aspirational target for this project is identified in Table 1.

**Table 1
 Aspirational Target for Material & Supplies**

M/WBE Classification	Aspirational Targets
1. Certified Minority Business Enterprises (MBE)	1% of the total anticipated contract value

Section 2 - Respondent's Proposed MBE Participation. Respondent shall complete Table 2, identifying each certified MBE firm they intend to use on this project. Attach additional sheets as necessary.

**Table 2
 MBE and WBE Intended Utilization**

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MBE Participation	Type of Service to Provide
Minority Business Enterprise(s)					
a.					
b.					
c.					
d.					
e.					
f.					

¹ **Certification** – Attach and submit a copy of each MBE and WBE certification with the proposal.
² **Ethnic Group** – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

If you do not list MBE's to meet the listed total aspirational targets, you must complete and submit a Good Faith Effort statement. Failure to submit a Good Faith Effort statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

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Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 3 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 3

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a.				
b.				
c.				
d.				
e.				

Section 4 - Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature _____ Title _____ Date _____

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. **Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive.** Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

1. Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared – or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
5. Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
6. Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

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**AFFIDAVIT CERTIFICATION
IMMIGRATION LAWS**

Leon County will not intentionally award County contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324 A(e) (Section 274a(e) of the Immigration and Nationality Act ("INA").

Leon County may consider the employment by any Contractor of Unauthorized Aliens a violation of Section 274A(e) of the INA. **Such violation by the Recipient of the employment provision contained in Section 274A(e) of the INA shall be ground for unilateral cancellation of the contract by Leon County.**

BIDDER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature: _____ Title: _____

STATE OF _____
COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20__.

Personally known _____

NOTARY PUBLIC

OR Produced identification _____

Notary Public - State of _____

(Type of identification)

My commission expires: _____

Printed, typed, or stamped
commissioned name of notary public

The signee of this Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

**LEON COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION,
AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

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IDENTICAL TIE BIDS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify the following:

(Check one and sign in the space provided.)

_____ This firm complies fully with the above requirements.

_____ This firm does not have a drug free work place program at this time.

VENDOR'S SIGNATURE TITLE

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CONTRACTOR'S BUSINESS INFORMATION

Type of Business Organization

() Sole Proprietorship () Partnership () Joint Venture () Corporation

State of Incorporation _____

Federal ID number _____

Authorized Signatories/Negotiators

The Bidder represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the bidder will be duly bound:

Name and Title	Telephone Number	E-mail
_____	_____	_____
_____	_____	_____
_____	_____	_____

THE UNDERSIGNED, A DULY AUTHORIZED OFFICER OR EMPLOYEE, HEREBY CERTIFIES THAT THE ABOVE INFORMATION IS TRUE AND CORRECT AND HAS HEREUNTO SET HIS SIGNATURE THIS _____ DAY OF _____, 20__.

By: _____ Title: _____

Printed Name and Title: _____

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NON-COLLUSION AFFIDAVIT

The undersigned being first duly sworn as provided by law, deposes and says:

1. This Affidavit is made with the knowledge and intent that it is to be filed with the Board of County Commissioners, Leon County, Florida and that it will be relied upon by said County, in any consideration which may give to and any action it may take with respect to this Proposal.
2. The undersigned is authorized to make this Affidavit on behalf of,

_____ (Name of Corporation, Partnership, Individual, etc.)

a _____, formed under the laws of _____
(Type of Business) (State or Province)

of which he is _____
(Sole Owner, partner, president, etc.)

3. Neither the undersigned nor any other person, firm or corporation named in above Paragraph 2, nor anyone else to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action for this Proposal by the County, also that no head of any department or employee therein, or any officer of Leon County, Florida is directly interested therein.
4. This Proposal is genuine and not collusive or a sham; the person, firm or corporation named above in Paragraph 2 has not colluded, conspired, connived or agreed directly or indirectly with any bidder or person, firm or corporation, to put in a sham Proposal, or that such other person, firm or corporation, shall refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the prices of said proposal or proposals of any other bidder; and all statements contained in the proposal or proposals described above are true; and further, neither the undersigned, nor the person, firm or corporation named above in Paragraph 3, has directly or indirectly submitted said proposal or the contents thereof, or divulged information or data relative thereto, to any association or to any member or agent thereof.

_____ AFFIANT'S NAME

_____ AFFIANT'S TITLE

TAKEN, SWORN AND SUBSCRIBED TO BEFORE ME this _____ Day of _____, 20____.

Personally Known _____ Or Produced Identification _____

Type of Identification _____

Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public)

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**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION,
And OTHER RESPONSIBILITY MATTERS
PRIMARY COVERED TRANSACTIONS**

- 1) The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
 - b) Have not within a three-year period preceding this been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of these offenses enumerated in paragraph (1)(b) of this certification; and
 - d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- 2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.
- 3) No subcontract will be issued for this project to any party which is debarred or suspended from eligibility to receive federally funded contracts.

Signature

Title

Contractor/Firm

Address

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AGREEMENT

THIS AGREEMENT dated this ____ day of _____, 2009, by and between LEON COUNTY, a charter county and a political subdivision of the State of Florida, hereinafter referred to as the "County" and _____, hereinafter referred to as the "Contractor."

WHEREAS, the County has determined that it would be in the best interest of the citizens of Leon County, Florida, that the County be able to utilize the services of private persons when such services cannot be reasonably provided by the County; and

WHEREAS, the County has determined that it would be better to contract for these services than to hire the necessary personnel to satisfy the needs of the County; and

WHEREAS, in order to secure the lowest cost for these services, the County has sought and received competitive bids from contractor for such services.

NOW, THEREFORE, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The Contractor hereby agrees to provide the following services to the County: Office Supplies Continuing Supply, in accordance with the plans and specifications for Leon County Bid# **BC- 01-28-09-16**, said bid being incorporated into this Agreement as Exhibit A, which is attached hereto, but only to the extent it is not inconsistent with the Agreement..

2. WORK

Any work to be performed shall be upon the written request of the County Administrator or his representative, which request shall set forth the commencing date of such work and the time within which such work shall be completed.

The performance of Leon County of any of its obligations under this Agreement shall be subject to and contingent upon the availability of funds lawfully expendable for the purposes of this Agreement for the current and any future periods provided for within the bid specifications.

3. TIME

The Agreement shall be for a period commencing on March 1, 2009, and shall continue until September 30, 2010. After the initial period, at the sole option of the County, this Agreement may be extended for no more than three (3) additional one (1) year periods. Such one (1) year extensions will be automatic unless the County provides written notice of non-renewal to the Contractor no less than thirty (30) days prior to the expiration date of the then current term.

4. CONTRACT SUM

The Contractor agrees that for the performance of the Services as outlined in Section 1 above, it shall be remunerated by the County for prices based upon the Contractor's bid proposal, Exhibit B, which is attached hereto.

5. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), purchases may be made under this bid by other governmental agencies or political subdivisions within the State of Florida. Such purchases shall be governed by the same pricing, terms and conditions stated herein with no deviations allowed.

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This agreement in no way restricts or interferes with the right of any public agency or political subdivision to bid any or all of the items or services independently.

6. PAYMENTS

The County shall make such payments within thirty (30) days of submission and approval of invoice for services.

7. STATUS

The contractor at all times relevant to this Agreement shall be an independent contractor and in no event shall the Contractor nor any employees or sub-contractors under it be considered to be employees of Leon County.

8. INSURANCE

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The cost of such insurance shall be included in the Contractor's bid.

A. Minimum Limits of Insurance. Contractor shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. (Non-owned, Hired Car).
3. Workers' Compensation and Employers Liability: Insurance covering all employees meeting Statutory Limits in compliance with the applicable state and federal laws and Employer's Liability with a limit of \$500,000 per accident, \$500,000 disease policy limit, \$500,000 disease each employee. Waiver of Subrogation in lieu of Additional Insured is required.

B. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the County. At the option of the County, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County, its officers, officials, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

C. Other Insurance Provisions The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages (County is to be named as Additional Insured).
 - a. The County, its officers, officials, employees and volunteers are to be covered as insureds as respects; liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protections afforded the County, its officers,

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officials, employees or volunteers.

- b. The Contractor's insurance coverage shall be primary insurance as respects the County, its officers, officials, employees and volunteers. Any insurance of self-insurance maintained by the County, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the county, its officers, officials, employees or volunteers.
- d. The Contractor's insurance shall apply separately to each insured against whom claims is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the County.

- D. **Acceptability of Insurers.** Insurance is to be placed with insurers with a Best's rating of no less than A:VII.
- E. **Verification of Coverage.** Contractor shall furnish the County with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the County before work commences. The County reserves the right to require complete, certified copies of all required insurance policies at any time.
- F. **Subcontractors.** Contractors shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

9. LICENSES

The Contractor shall be responsible for obtaining and maintaining his city or county occupational license and any licenses required pursuant to the laws of Leon County, the City of Tallahassee, or the State of Florida. Should the Contractor, by reason of revocation, failure to renew, or any other reason, fail to maintain his license to operate, the contractor shall be in default as of the date such license is lost.

10. ASSIGNMENTS

This Agreement shall not be assigned or sublet as a whole or in part without the written consent of the County nor shall the contractor assign any monies due or to become due to him hereunder without the previous written consent of the County.

11. INDEMNIFICATION

The Contractor agrees to indemnify and hold harmless the County, its officials and employees from all claims, damages, liabilities, or suits of any nature whatsoever arising out of, because of, or in any way related to this Agreement by the Contractor, its delegates, agents or employees, or due to any act or occurrence of omission or commission of the Contractor, including but not limited to costs and a reasonable attorney's fee. The County may, at its sole option, defend itself or allow the Contractor to provide the defense. The Contractor acknowledges that ten dollars (\$10.00) of the amount paid to the

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Contractor is sufficient consideration for the Contractor's indemnification of the County.

12. MINORITY BUSINESS ENTERPRISE (M/WBE) PARTICIPATION

The Contractor shall meet or exceed the M/WBE participation levels stated in the M/WBE Participation Statement included as part of the bid response for this project, except when the County Good Faith Committee approves an exception.

Any "Good Faith Statement" provided by a Contractor shall follow the requirements of the Florida Statutes, and must demonstrate through documentation that every reasonable effort has been made to achieve the requested percentage.

For those M/WBE firms listed in their bid, Contractors shall be responsible for securing proof of their M/WBE certification and providing copies to the County M/WBE Office.

Also required is a monthly reporting system of the work done by and payments made to certified minority business enterprises as a part of this project. The reports shall detail each invoice submitted to the County and a break down of payments to all subcontractors therein by M/WBE classification.

13. AUDITS, RECORDS, AND RECORDS RETENTION

The Contractor agrees:

- a. To establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the County under this Agreement.
- b. To retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to this Agreement for a period of five (5) years after termination of the Agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of this Agreement.
- c. Upon completion or termination of the Agreement and at the request of the County, the Contractor will cooperate with the County to facilitate the duplication and transfer of any said records or documents during the required retention period as specified in paragraph 1 above.
- d. To assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, state, or other personnel duly authorized by the County.
- e. Persons duly authorized by the County and Federal auditors, pursuant to 45 CFR, Part 92.36(l)(10), shall have full access to and the right to examine any of provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- f. To include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

14. MONITORING

To permit persons duly authorized by the County to inspect any records, papers, documents, facilities, goods, and services of the provider which are relevant to this Agreement, and interview any clients and employees of the provider to assure the County of satisfactory performance of the terms and conditions of this Agreement.

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Following such evaluation, the County will deliver to the provider a written report of its findings and will include written recommendations with regard to the provider's performance of the terms and conditions of this Agreement. The provider will correct all noted deficiencies identified by the County within the specified period of time set forth in the recommendations. The provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the County, result in any one or any combination of the following: (1) the provider being deemed in breach or default of this Agreement; (2) the withholding of payments to the provider by the County; and (3) the termination of this Agreement for cause.

15. TERMINATION

Leon County may terminate this Agreement without cause, by giving the Contractor thirty (30) days written notice of termination. Either party may terminate this Agreement for cause by giving the other party hereto thirty (30) days written notice of termination. The County shall not be required to give Contractor such thirty (30) day written notice if, in the opinion of the County, the Contractor is unable to perform its obligations hereunder, or if in the County's opinion, the services being provided are not satisfactory. In such case, the County may immediately terminate the Agreement by mailing a notice of termination to the Contractor.

16. PUBLIC ENTITY CRIMES STATEMENT

In accordance with Section 287.133, Florida Statutes, Contractor hereby certifies that to the best of his knowledge and belief neither Contractor nor his affiliates has been convicted of a public entity crime. Contractor and his affiliates shall provide the County with a completed public entity crime statement form no later than January 15 of each year this Agreement is in effect. Violation of this section by the Contractor shall be grounds for cancellation of this Agreement by Leon County.

17. NON-WAIVER

Failure by the County to enforce or insist upon compliance with any of the terms or conditions of this Agreement or failure to give notice or declare this Agreement terminated shall not constitute a general waiver or relinquishment of the same, or of any other terms, conditions or acts; but the same shall be and remain at all times in full force and effect.

18. REVISIONS

In any case where, in fulfilling the requirements of this Agreement or of any guarantee, embraced in or required thereby it is necessary for the Contractor to deviate from the requirements of the bid, Contractor shall obtain the prior written consent of the County.

19. VENUE

Venue for all actions arising under this Agreement shall lie in Leon County, Florida.

20. CONSTRUCTION

The validity, construction, and effect of this Agreement shall be governed by the laws of the State of Florida.

The remainder of this page intentionally left blank.

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WHERETO, the parties have set their hands and seals effective the date whereon the last party executes this Agreement.

CONTRACTOR

WITNESS: _____ BY: _____
President

WITNESS: _____ DATE _____

(CORPORATE SEAL)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20__.

By _____, of _____
(Name of officer or agent, title of officer or agent) (Name of corporation acknowledging)

a _____ corporation, on behalf of the corporation. He/she is personally
(State or place of incorporation)

known to me or has produced _____ as identification.
(type of identification)

Signature of Notary

Print, Type or Stamp Name of Notary

Title or Rank

Serial Number, If Any

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LEON COUNTY, FLORIDA

BY: _____
Bryan Desloge, Chairman
Board of County Commissioners

DATE: _____

ATTEST:
BOB INZER, CLERK OF THE COURT
LEON COUNTY, FLORIDA

By: _____

APPROVED AS TO FORM:
LEON COUNTY ATTORNEY'S OFFICE

By: _____
Herbert W.A. Thiele, Esq.
County Attorney

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APPENDIX A

Representative Office Consumables and Desktop Supplies

Adhesives	Letter Open
Appointment Books and Diaries: (Daily, Weekly, Monthly)	Mailers, Bubble
Badges, Name	Mail Supplies
Ballpoint Pens & Refills	Mechanical Pencils, Refills & Eraser
Wall Pockets and Partition Organizer	Moisteners, Finger
Binder Clips	Monitor Arms
Binders, Data & Accessories	Multi Media Storage
Binders, D-ring	Notes, Repositionable
Binders, Press Board	Notes, Organizer & Accessories
Binders, Round Ring	Numbering Machines
Binders, Specialty Ring & Hanging	Organizers & Data Refills
Binders, View	Overhead Projector Markers
Business Cards Holders	Pad Holders
Calendars	Pads, Memo
Calculator, Display	Pads, Steno
Calculator Supplies	Pads, Writing, Legal Letter, Pocket
Card Files and Accessories	Page Flags & Page Markers
Cd-ram Storage Media	Pager
Clipboards	Paper Clips
Computer Cleaning Supplies	Paper, Copy, 8.5 X 11, 30% Recycled
Copy Holders	Paper, Copy, Virgin, 8.5 X 11
Computer Disk	Paper, Punch, Way Duty & Electric
Correction Fluids	Paper Rolls, Adding Machine/calculator
Correction Tape	Pencil Sharpeners, Mechanical & Electric
Data Cartridges	Permanent Markers
Day Planner & Accessories	Plain Paper Fax Supplies
Data Tapes	Portfolios
Daters	Porous Point Pens
Desk Sets, Trays, Organizers Accessories	Post-it-pads
Desk Calendar Refills & Bases	Printer Ribbons
Dictionaries & Reference Books	Printer Stands
3 1/2 Diskettes	Report Covers
Dry Erase Markers	Retractable Ballpoint Pens & Refills
Envelopes Mailing -Various Sizes	Rollerball Pens & Refills
Envelopes Departmental	Rubber Bands
Files, Storage	Rulers
File Folder, Colored	Scissors
File Folder, Manila	Security Pens
File Folder, Kraft	Sheet Protectors
Files Expanding	Stamps
Files Desk/sorter	Stamp Pads & Inks
Files, Wallet/ W/o Flap	Stapler Heavy Duty, & Electric
File Pockets	Staples
File Jackets	Tape
Files, Hanging	Tape Dispensers
File Folder Accessories	Telephone Address Books & Pads
Flags	Typewriter Correction Supplies
Folders, Classification	Typewriter Ribbons
Folders Press Board	Wall Calendars
Glare Screens	Wall Planners
Highlighters	Waste Baskets
Indexes, Ring Binder	Wood Pencils
Index Tabs, Laser	Wrist Supports
Ink Jet Printing Supplies	Zip Storage Media
Keyboard Drawers	
Laser/Laserjet Printing Supplies	
Labels, Address	
Labels, Miscellaneous	

Appendix B
 Item Price List

Mfg. / Item Description	Item Number	U/M	Price
Calendar base	AAG-E17-00	EA	
Daily Calendar Refill, 2 color	AAG-E017-50	EA	
Monthly desk pad	AAG-SK22-00	EA	
Wall Calendar Vertical	AAG-PM310-28	EA	
Card File, 500 Open Card	ROL-66998	EA	
Card protectors, 250 ea/box	ROL-67653	BX	
Business Card Punch	ROL-67699	EA	
Business Card Binder	ROL-66451	EA	
Business Card Binder Refill	ROL-67695	PK	
Paper Clip #1, 10 bx/pk	ACC-72380	PK	
Paper Clip, Jumbo, 10 bx/pk	ACC-72580	PK	
Binder Clips, 1/2"	ACC-42010	DZ	
Binder Clips, 3/4"	ACC-72020	DZ	
Correction Tape, Refillable Dispenser	TOM-68665	EA	
Correction Tape refill	TOM-68666	EA	
Correction Fluid	PAP-61446	EA	
Desk Pad	TOP-7951	EA	
Vertical Organizer	MMF-2646BLA	EA	
Message Center	FEL-76208	EA	
Drawer Organizer	RUB-11906	EA	
#10 Gummed Envelopes, Recycd, 500/BX	WEV-COR02	BX	
#10 Window Envelopes, 500/BX	WEV-CO170	BX	
9 x 12 Clasp Envelopes, Recycled, 100/BX	WEV-COR90	BX	
Expansion Envelopes, 9 x 12, 100/BX	QUA-93334	BX	
Interoffice Envelopes, 100/BX	QUA-63561	BX	
Hanging File Folders, 25/bx	ESS-42591	BX	
Box Bottom Hanging Folders, 2"	SMD-64259	BX	
Hanging Classification Folders, 4 section	ESS-59351	EA	
Hanging Folder Tabs, 1/2 cut, 100/PK	SMD-68670	PK	
File Folder Fastener Compressors, 100/bx	ACC-70014	BX	
File Folders, Letter 1/3 cut, 100/bx	SMD-10330	BX	
File Folders, Legal 1/3 cut, 100/bx	SMD-15330	BX	
Manila File Pocket, Letter	SMD-75487	EA	
Hanging Folders File Rack	RUB-16861	EA	
Marking Flags	MMM-680-BE2	PK	
Message Flags	MMM-680-SH2	PK	
Arrow Flags	RTG-81024	PK	
Arrow Flag Refills	RTG-91002	BX	
Receipt Book	REO-8L816	EA	
Inkjet Labels, 1x2 5/8, 25 sh/PK	AVE-8460	PK	
Writing Pads, Letter, 12 pad/pk	TOP-63410	PK	
Self Stick Note Pads, 3 x 3, 12pd/pk	MMM-654-YW	PK	
Self Stick Note Pads, 1 1/2 x 2, 12pd/pk	MMM-653-YW	PK	
Multi-Use Colored Paper	HAM-10330-9	RM	
Highlighter	SAN-25005	EA	
Stapler	BOX-B660-BK	EA	
Tape, 3/4" x 1000" 10 rolls/pk	MMM-810P10K	PK	
Tape Dispenser	MMM-C38-BK	EA	
Packaging Tape in Dispenser	MMM-3750-ROCR	EA	
3 Ring Vinyl Binder	AVE-79985	EA	

Bid Title: Office Supplies, Continuing Services
 Bid No: BC-01-28-09-16
 Opening Date: Wednesday, January 28, 2009 at 2:00 PM

Exhibit B
 Page 1 of 3

MINORITY AND WOMEN BUSINESS ENTERPRISE (MWBE) PARTICIPATION PLAN

Respondent: Office Depot, Inc.

All respondents, including Minority Business Enterprises (MBEs) and Women Business Enterprises (WBEs), shall complete and submit this M/WBE Participation Plan with their proposal. This submitted MWBE Participation Plan shall include completion of Tables 2, 3, certification signature and submittal of a Good Faith Effort Statement if necessary (See Section 5).

"Certified Minority Business Enterprise (MBE) and Women Business Enterprise (WBE)" are firms certified by Leon County or the City of Tallahassee. State of Florida certification of MBE's and WBE's are not accepted by Leon County.

Section 1:

a) Aspirational Target for MBE Participation. The aspirational target for this project is identified in Table 1.

**Table 1
 Aspirational Target for Material & Supplies**

M/WBE Classification	Aspirational Targets
1. Certified Minority Business Enterprises (MBE)	1% of the total anticipated contract value

Section 2 - Respondent's Proposed MBE Participation. Respondent shall complete Table 2, identifying each certified MBE firm they intend to use on this project. Attach additional sheets as necessary.

**Table 2
 MBE and WBE Intended Utilization**

Firm's Name (Requires Leon County or City of Tallahassee MWBE certification) ¹	Firm's Location Address (Must be in Leon, Gadsden, Jefferson or Wakulla Counties, FL to be certified)	Firm's Telephone Number	Ethnic Group ² (B, A, H, N, F)	Total Dollar Amount of MBE Participation	Type of Service to Provide
Minority Business Enterprise(s)					
a. MRC Express DBA Alpha Logistics	237-E Palmer Ave Tallahassee, Fl. 32301	407-852-7330	H,F	\$70,000 a week	Delivery
b.					
c.					
d.					
e.					
f.					

¹ Certification – Attach and submit a copy of each MBE and WBE certification with the proposal.
² Ethnic Group – Use of the following abbreviations: (a) MBE's include: African American (B), Asian American (A), Hispanic American (H) and Native American (N) owned firms; (b) WBEs include Non-Minority Female (F) owned firms.

If you do not list MBE's to meet the listed total aspirational targets, you must complete and submit a Good Faith Effort statement. Failure to submit a Good Faith Effort statement will result in a non-responsive determination of your submittal, resulting in no consideration of your submittal.

Bid Title: Office Supplies, Continuing Services
 Bid No: BC-01-28-09-16
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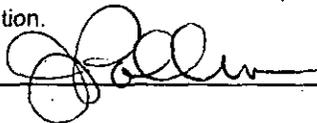
Section 3 - Non-MWBE Subcontractors. Respondent shall complete Table 3 to identify non-MBE's or WBE's subcontractors it anticipates utilizing on the project.

Table 3

Non-MBE and WBE Intended Utilization				
Firm's Name	Firm's Address	Firm's Phone #	Total Dollar Amount	Type of Service to Provide
a. None				
b.				
c.				
d.				
e.				

Section 4 - Certification - The respondent certifies, acknowledges and agrees that: (1) it has read the M/WBE Participation Plan form; (2) the information the respondent has provided in its submitted Participation Plan and attachments thereto are true and correct; and (3) the undersigned is authorized on behalf of the respondent to make such certification.

Signature



Title

Vice President

Date

2/10/09

Section 5 - General Good Faith Effort Guidelines - A Good Faith Effort statement is required if the Plan does not meet the aspirational target(s) for M/WBE utilization. All respondents, including MBEs and WBEs, shall either meet the aspirational targets or demonstrate in their bid response that a good faith effort was made to meet the aspirational targets. Failure to submit such Good Faith Effort statement will result in the RFP being non-responsive. Policy examples of good faith efforts that respondents can use to demonstrate the good faith efforts they have made follow:

1. Advertising for participation by M/WBEs in non-minority and minority publications within the Market Area, including a copy of the advertisement and proof of the date(s) it appeared - or by sending correspondence, no less than ten (10) days prior to the submission deadline, to all M/WBEs referred to the respondent by the MWSBE Division for the goods and services to be Subcontracted and/or Supplied.
2. Documenting that the bidding Prime Contractor provided ample time for potential MBE and WBE Subcontractors to respond to bid opportunities, including a chart outlining the schedule/time frame used to obtain bids from MBE and WBE Vendors as applicable to the Aspirational Target.
3. Contacting the MWSBE Division for a listing of available M/WBEs who provide the services needed for the bid or proposal.
4. Contacting MBEs and WBEs who provide the services needed for the bid or proposal, including a list of all M/WBEs that were contacted and the method of contact.
5. Documenting follow-up telephone calls with potential M/WBE Subcontractors encouraging their participation.
6. Allowing potential M/WBE Subcontractors to review bid specifications, blueprints and all other Bid/RFP related items at no charge to the M/WBEs.
7. Contacting the MWSBE Division, no less than five (5) business days prior to the Bid/RFP deadline, regarding problems the respondent is having in reaching the Aspirational Targets.
8. Other documentation indicating their Good Faith Efforts to meet the aspirational targets.

Minority and Women Business Enterprise (MWBE) Participation Plan

To Whom It May Concern:

Office Depot has applied for the City of Tallahassee MWBE through Mrs. Raffington at 891-6461 and she stated on 2/11/09 that "all paperwork looked acceptable and that all we needed was to do an onsite visit and we could certify Alpha Logistics as a MWBE partner of Office Depot. I also talked to Mrs. Dennis with Leon County MWBE office at 606-1650 on Monday 2/9/09 and she stated that she would check with Mrs. Raffington and if everything was there to be certified that we would meet the needs of the bid for the Office Supplies. The company is MRC Express DBA Alpha Logistics which is H and F ethnic groups. Thank You