



CONTRACT NO. 13-0426

for Office Products

LAKE COUNTY, FLORIDA, a political subdivision of the state of Florida, its successors and assigns through its Board of County Commissioners (hereinafter "County") does hereby accept, with noted modifications, if any, the bid of Capital Office Products (hereinafter "Contractor") to supply Office Products to the County pursuant to County Bid number 13-0426 (hereinafter "Bid"), opening dated February 6, 2013 and Contractor's February 1, 2013 Bid response thereto with all County Bid provisions governing.

A copy of the Contractor's signed Bid is attached hereto and incorporated herein, thus making it a part of this Contract except that any items not awarded have been struck through. The attachments noted below (if any) are attached hereto and are also made a part of this Contract.

Attachments: N/A

No financial obligation under this contract shall accrue against the County until a specific purchase transaction is completed pursuant to the terms and conditions of this contract.

Contractor shall submit the documents hereinafter listed prior to commencement of this Contract: Insurance Certificate.

The County's Procurement Services Director shall be the sole judge as to the fact of the fulfillment of this Contract, and upon any breach thereof, shall, at his or her option, declare this contract terminated, and for any loss or damage by reason of such breach, whether this Contract is terminated or not, said Contractor and their surety for any required bond shall be liable.

This Contract is effective from July 1, 2013 through June 30, 2014 except the County reserves the right to terminate this Contract immediately for cause and/or lack of funds and with thirty (30) day written notice for the convenience of the County. This Contract provides for four (4) additional one (1) year renewals at Lake County's sole option at the terms noted in the Bid.

Any and all modifications to this Contract must be in writing signed by the County's Procurement Services Director.

LAKE COUNTY, FLORIDA

By: Sandra Rogers  
Contracting Officer

Date: 04-12-2013

Distribution: Original-Bid File  
Copy-Contractor  
Copy-Department

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*"Earning Community Confidence Through Excellence in Service"*

Office of Procurement Services  
Tavares, Florida 32778-7800

315 W. Main, Suite 441  
Ph (352) 343-9839

P.O. Box 7800  
Fax (352) 343-9473



LAKE COUNTY  
FLORIDA

REQUEST FOR PROPOSAL (RFP)

Office Products

RFP Number: 13-0426 Contracting Officer: Sandra Rogers  
Pre-Proposal  
Proposal Due Date: February 6, 2013 Conference Date: Not applicable  
Proposal Due Time: 3:00 PM RFP Issue Date: January 2, 2013

TABLE OF CONTENTS  
SECTION 1: Special Terms and Conditions Page 2  
SECTION 2: Statement of Work Page 14  
SECTION 3: General Terms and Conditions Page 19  
SECTION 4: Pricing/Certifications/Signatures Page 23  
SECTION 5: Attachments Page 26

SPECIFIC SOLICITATION REQUIREMENTS ARE AS NOTED BELOW:  
Proposal and/or Performance Bond: Not applicable  
Certificate of Competency/License: Section 1.16  
Indemnification/Insurance: Section 1.8  
Pre-Proposal Conference/Walk-Thru: Not applicable

At the date and time specified above, all proposals that have been received in a timely manner will be opened, recorded, and accepted for consideration. The names of the vendors submitting proposals will be read aloud and recorded. The proposals will be available for inspection during normal business hours in the Office of Procurement Services thirty (30) calendar days after the due date. When countersigned by an authorized County representative, this document and any specifically identified attachments may form the contract document binding the parties to all performance specified herein.

Vendors shall complete and return the entirety of this RFP, and attach all other information requested in this RFP (see Provision 1.13). Failure to sign the proposal response, or to submit the proposal response by the specified time and date, may be cause for rejection of the proposal.

NO-RESPONSE REPLY

If any vendor does not want to respond to this solicitation at this time, or, would like to be removed from Lake County's Vendor List, please mark the appropriate space, complete name below and return this page only.

- Not interested at this time; keep our firm on Lake County's Vendors List for future solicitations for this product / service
- Please remove our firm from Lake County's Vendor's List for this product / service.

VENDOR IDENTIFICATION

Company Name: Phone Number:  
E-mail Address: Contact Person:

**Section 1.1: Purpose**

The purpose of this solicitation is to establish a contract for the purchase and delivery of Office Products in conjunction with County's needs.

**Section 1.2: Designated Procurement Representative**

Questions concerning any portion of this solicitation shall be directed in writing [fax and e-mail accepted] to the below named individual who shall be the official point of contact for this solicitation. To ensure reply, questions should be submitted no later than five (5) working days before the proposal due date.

Sandra Rogers, Contracting Officer  
Lake County BCC  
Office of Procurement Services  
315 W. Main Street, Room 441  
PO BOX 7800  
Tavares, FL 32778-7800

Phone : 352.343.9832 Fax : 352.343.9473  
E-mail: srogers@lakecountyfl.gov

No answers given in response to questions submitted shall be binding upon this solicitation unless released in writing as an addendum to the solicitation by the Lake County Office of Procurement Services.

**Section 1.3: Method of Award – Considering Qualifications and Pricing**

Award will be made to the vendor who submits the overall proposal that is judged to provide the best value to the County. Proposals will be evaluated based upon the following criteria:

1. Ability to provide the Services described in the RFP, including capacity to achieve the Scope of Services described in this RFP.
2. Professional qualifications and specialized experience of vendor and vendor's key personnel.
3. Ease of use of vendor's website.
4. Past and current performance of vendor on other contracts in terms of quality of services and compliance with performance schedules.
5. Proposed costs / fee schedule.
6. Proposed materials and plans to accomplish task.
7. Reports from direct and indirect references.
8. Responsiveness and completeness of the written proposal to these instructions with regard to the Scope of Services.
9. Other relevant criteria.

**Section 1.4: Pre-Proposal Conference**

Not applicable to this solicitation.

**Section 1.5: Term of Contract – Twelve (12) Months**

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter distributed by the County's Office of Procurement Services; and is contingent upon the completion and submittal of all required pre-award documents. The initial contract term shall be twelve (12) months, and then the contract will remain in effect until completion of the expressed and/or implied warranty period. The contract prices resultant from this solicitation shall prevail for the full duration of the initial contract term unless otherwise indicated elsewhere in this document.

It is understood by the County that prices published on the referenced Manufacturer's Price List may fluctuate during the contract period. Single fixed percentage offered shall remain firm through the initial twelve (12) month year term of the contract, and any option periods under the contract.

**Section 1.6: Option to Renew for Four (4) Additional One (1) Year Period(s)**

Prior to, or upon completion, of the initial term of this contract, the County shall have the option to renew this contract for four (4) additional one (1) year period(s). Prior to completion of each exercised contract term, the County may consider an adjustment to price for core list items based on changes in the manufacturer list pricing. It is the vendor's responsibility to request any pricing adjustment in writing under this provision. The vendor's written request for adjustment should be submitted thirty (30) calendar days prior to expiration of the then current contract term. The vendor adjustment request must clearly substantiate the requested increase. The written request for adjustment should not be in excess of the relevant pricing index change. If no adjustment request is received from the vendor, the County will assume that the vendor has agreed that the optional term may be exercised without pricing adjustment. Any adjustment request received after the commencement of a new option period shall not be considered.

The County reserves the right to reject any written price adjustments submitted by the vendor and/or to not exercise any otherwise available option period based on such price adjustments. Continuation of the contract beyond the initial period, and any option subsequently exercised, is a County prerogative, and not a right of the vendor. This prerogative will be exercised only when such continuation is clearly in the best interest of the County.

**Section 1.7: Method of Payment**

The vendor(s) shall submit invoices to the County user department(s) after each individual purchase has been completed. In addition to the general invoice requirements set forth below, the invoices shall reference, as applicable, the corresponding delivery ticket number, packing slip number, or other acceptance document that was signed by an authorized representative of the

County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of the goods or services. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the contract and/or purchase order number, date and location of delivery or service, and confirmation of acceptance of the goods or services by the appropriate County representative. Failure to submit invoices in the prescribed manner will delay payment, and the vendor may be considered in default of contract and its contract may be terminated. Payments shall be tendered in accordance with the Florida Prompt Payment Act, Part VII, Chapter 218, Florida Statutes.

**It is anticipated that most, if not all purchases will be completed using the County Purchase Card (Pcard) Program. Please see Purchase Card Program under Section 2, Scope of Services.**

**Section 1.8: Insurance**

Each vendor shall include in its solicitation response package proof of insurance capabilities, including but not limited to, the following requirements: [This does not mean that the vendor must have the coverage prior to submittal, but, that the coverage must be in effect prior to a purchase order or contract being executed by the County.]

An original certificate of insurance, indicating that the awarded vendor has coverage in accordance with the requirements of this section, shall be furnished by the vendor to the Contracting Officer within five (5) working days of such request and must be received and accepted by the County prior to contract execution and/or before any work begins.

The vendor shall provide and maintain at all times during the term of any contract, without cost or expense to the County, policies of insurance, with a company or companies authorized to do business in the State of Florida, and which are acceptable to the County, insuring the vendor against any and all claims, demands or causes of action whatsoever, for injuries received or damage to property relating to the performance of duties, services and/or obligations of the vendor under the terms and provisions of the contract. The vendor is responsible for timely provision of certificate(s) of insurance to the County at the certificate holder address evidencing conformance with the contract requirements at all times throughout the term of the contract.

Such policies of insurance, and confirming certificates of insurance, shall insure the vendor is in accordance with the following minimum limits:

General Liability insurance on forms no more restrictive than the latest edition of the Occurrence Form Commercial General Liability policy (CG 00 01) of the Insurance Services Office or equivalent without restrictive endorsements, with the following minimum limits and coverage:

Each Occurrence/General Aggregate	\$1,000,000/2,000,000
Products-Completed Operations	\$2,000,000

**SECTION 1 – SPECIAL TERMS AND CONDITIONS**

RFP Number: 13-0426

Personal & Adv. Injury	\$1,000,000
Fire Damage	\$50,000
Medical Expense	\$5,000
Contractual Liability	Included

Automobile liability insurance, including owned, non-owned, and hired autos with the following minimum limits and coverage:

Combined Single Limit	\$1,000,000
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Workers' compensation insurance based on proper reporting of classification codes and payroll amounts in accordance with Chapter 440, Florida Statutes, and/or any other applicable law requiring workers' compensation (Federal, maritime, etc). If not required by law to maintain workers compensation insurance, the vendor must provide a notarized statement that if he or she is injured; he or she will not hold the County responsible for any payment or compensation.

Employers Liability insurance with the following minimum limits and coverage:

Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Professional liability and/or specialty insurance (medical malpractice, engineers, architect, consultant, environmental, pollution, errors and omissions, etc.) insurance as applicable, with minimum limits of \$1,000,000 and annual aggregate of \$2,000,000.

The following additional coverage must be provided if a dollar value is inserted below:

Loss of Use at coverage value: \$ \_\_\_\_\_  
 Garage Keepers Liability at coverage value: \$ \_\_\_\_\_

Lake County, a Political Subdivision of the State of Florida, and the Board of County Commissioners, shall be named as additional insured as their interest may appear on all applicable liability insurance policies.

The certificate(s) of insurance, shall provide for a minimum of thirty (30) days prior written notice to the County of any change, cancellation, or nonrenewal of the provided insurance. It is the vendor's specific responsibility to ensure that any such notice is provided within the stated timeframe to the certificate holder.

If it is not possible for the Vendor to certify compliance, on the certificate of insurance, with all of the above requirements, then the Vendor is required to provide a copy of the actual policy endorsement(s) providing the required coverage and notification provisions.

Certificate(s) of insurance shall identify the applicable solicitation (ITB/RFP/RFQ) number in the Description of Operations section of the Certificate.

Certificate holder shall be:

LAKE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF  
FLORIDA, AND THE BOARD OF COUNTY COMMISSIONERS.  
P.O. BOX 7800  
TAVARES, FL 32778-7800

Certificates of insurance shall evidence a waiver of subrogation in favor of the County, that coverage shall be primary and noncontributory, and that each evidenced policy includes a Cross Liability or Severability of Interests provision, with no requirement of premium payment by the County.

The Vendor shall be responsible for subcontractors and their insurance. Subcontractors are to provide certificates of insurance to the prime vendor evidencing coverage and terms in accordance with the Vendor's requirements.

All self-insured retentions shall appear on the certificate(s) and shall be subject to approval by the County. At the option of the County, the insurer shall reduce or eliminate such self-insured retentions, or the vendor or subcontractor shall be required to procure a bond guaranteeing payment of losses and related claims expenses.

The County shall be exempt from, and in no way liable for, any sums of money, which may represent a deductible or self-insured retention in any insurance policy. The payment of such deductible or self-insured retention shall be the sole responsibility of the vendor and/or subcontractor providing such insurance.

Failure to obtain and maintain such insurance as set out above will be considered a breach of contract and may result in termination of the contract for default.

Neither approval by the County of any insurance supplied by the vendor or Subcontractor(s), nor a failure to disapprove that insurance, shall relieve the vendor or Subcontractor(s) of full responsibility for liability, damages, and accidents as set forth herein.

**Section 1.9: Bonding Requirements**

Not applicable to this solicitation

**Section 1.10: Completion/Delivery**

As specified in Statement of Work

**Section 1.11: Shipping Terms, F.O.B. Destination- Inside Delivery**

The F.O.B. point for any product ordered as a result of this solicitation shall be **F.O.B.: DESTINATION – INSIDE DELIVERY**. The title for each item will pass from the contractor

to the County only after the County receives AND accepts each item. Delivery will not be complete until the County has accepted each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the contractor and the carrier. The County will not consider any bid or proposal showing a F.O.B. point other than F.O.B.: Destination – Inside Delivery.

**Section 1.12: Acceptance of Goods or Services**

The product(s) delivered as a result of an award from this solicitation shall remain the property of the contractor, and services rendered under the contract will not be deemed complete, until a physical inspection and actual usage of the product(s) and/or service(s) is (are) accepted by the County and shall be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

Any goods and/or services purchased as a result of this solicitation and/or contract may be tested/inspected for compliance with specifications. In the event that any aspect of the goods or services provided is found to be defective or does not conform to the specifications, the County reserves the right to terminate the contract or initiate corrective action on the part of the vendor, to include return of any non-compliant goods to the vendor at the vendor's expense, requiring the vendor to either provide a direct replacement for the item, or a full credit for the returned item. The vendor shall not assess any additional charge(s) for any conforming action taken by the County under this clause. The County will not be responsible to pay for any product or service that does not conform to the contract specifications.

In addition, any defective product or service or any product or service not delivered or performed by the date specified in the purchase order or contract, may be procured by the County on the open market, and any increase in cost may be charged against the awarded contractor. Any cost incurred by the County in any re-procurement plus any increased product or service cost shall be withheld from any monies owed to the contractor by the County for any contract or financial obligation.

If a Purchasing Card is utilized, a credit shall be issued within 48 hours.

**Section 1.13: Availability of Contract to Other County Agencies**

Although this solicitation is specific to County Departments, it is hereby agreed and understood that any County agency may avail itself on this contract and purchase any and all items specified herein from the vendor at the contract price(s) established herein. Under these circumstances, a contract modification shall be issued by the County identifying the requirements of the additional County entities.

**Section 1.14: Warranty**

The vendor agrees that, unless expressly stated otherwise in the bid or proposal, the product and/or service furnished as a result of an award from this solicitation shall be covered by the most favorable commercial warranty the vendor gives to any customer for comparable quantities

of products and/or services and the rights and remedies provided herein are in addition to said warranty and do not limit any right afforded to the County by any other provision of this solicitation.

The vendor hereby acknowledges and agrees that all materials, except where recycled content is specifically requested, supplied by the vendor in conjunction with this solicitation and resultant contract shall be new, warranted for their merchantability, and fit for a particular purpose.

**Section 1.15: Delivery and Completion of Solicitation Response**

**Section 1.15.1: Delivery of Solicitation Response**

Unless a package is delivered by the vendor in person, all incoming mail from the U.S. Postal Service and any package delivered by a third party delivery organization (FedEx, UPS, DHL, private courier, etc.) will be opened for security and contamination inspection by the Lake County Clerk of the Circuit Court Mail Receiving Center in an off-site secure controlled facility prior to delivery to any Lake County Government facility, which includes the Lake County Office of Procurement Services.

To be considered for award, a bid or proposal must be received and accepted in the Office of Procurement Services prior to the date and time established within the solicitation. A response will not be considered for award if received in the Office of Procurement Services after the official due date and time regardless of when or how it was received by the Lake County Clerk of Court Mail Receiving Center. Allow sufficient time for transportation and inspection.

Each package shall be clearly marked with the applicable solicitation number, title, and company name. Ensure that your bid or proposal is securely sealed in an opaque envelope/package to provide confidentiality of the bid or proposal prior to the due date of the solicitation.

If you plan on submitting your bid or proposal **IN PERSON**, please bring it to:

LAKE COUNTY PROCUREMENT SERVICES  
315 W. MAIN STREET  
4TH FLOOR, ROOM 441  
TAVARES, FLORIDA

If you submit your bid or proposal by the **UNITED STATES POSTAL SERVICE (USPS)**, please mail it to:

LAKE COUNTY PROCUREMENT SERVICES  
PO BOX 7800  
TAVARES, FL 32778-7800

If you submit your bid or proposal by a **THIRD PARTY CARRIER** such as FedEx, UPS, or a private courier, please send it to:

LAKE COUNTY PROCUREMENT SERVICES

MAIL RECEIVING CENTER  
32400 COUNTY ROAD 473  
LEESBURG, FL 34788

Facsimile (fax) or electronic submissions (e-mail) will not be accepted.

### **Section 1.15.2: Completion Requirements for Request For Proposal (RFP)**

Two (2) original proposals and five (5) complete copies of the proposal submitted by the vendor shall be sealed and delivered to the Office of Procurement Services no later than the official proposal due date and time. Any proposal received after this time will not be considered and will be returned unopened to the submitter. The County is not liable or responsible for any costs incurred by any vendor in responding to this RFP including, without limitation, costs for product and/or service demonstrations if requested. When you submit your proposal, you are making a binding offer to the County.

#### **A. Economy of Presentation**

Each proposal shall be prepared simply and economically, providing a straightforward, concise description of the proposer's capabilities to satisfy the conditions and requirements of this RFP. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. The County emphasizes that the proposer concentrate on accuracy, completeness, and clarity of content.

#### **B. Proposal Guidelines**

To facilitate analysis of its proposal, the proposer shall prepare its proposal in accordance with the instructions outlined in this section. If the proposal deviates from these instructions, such proposal may, in the County's sole discretion, be rejected.

Page Size and Format - Page size shall be 8.5 x 11 inches, not including foldouts. Pages shall be single-spaced. The text size shall be 11 point or larger. Use at least one (1) inch margins on the top and bottom and three-quarter (3/4) inch side margins. Pages shall be numbered sequentially by section.

Legible tables, charts, graphs and figures shall be used wherever practical to depict organizations, systems and layouts, implementation schedules, plans, etc. These displays shall be uncomplicated, legible and shall not exceed eleven (11) by seventeen (17) inches in size. Foldout pages shall fold entirely within the section, and may only be used for large tables, charts, graphs, diagrams, and schematics.

Binding and Labeling - All Sections of the proposal should be identified by section tabs, A cover sheet should be bound in each separate proposal copy, clearly marked as to RFP title, solicitation number, copy number, and the Proposer's name.

**C. Technical Proposal Sections:**

Proposals shall be organized into the following sections.

**Tab 1 - Proposer Profile & Required Information**

- A. Statement of Interest & Understanding of Project
- B. Firm Profile / Firm History
- C. Program Manager: List the name, business address, telephone number and e-mail address of the individual that will act as the program manager for the project. Provide a resume of the individual's background and skills in managing similar projects. List the following information:
  - Years of experience within the area of specialty.
  - Length of and type of service with firm.
  - Education and formal training, including certifications.
- D. Any required licenses or permits.

**Tab 2 - Proposed Solution Description(s)**

- A. Provide a concise description of the approach and process the vendor will employ to successfully complete the work to be performed to include any specific staffing or equipment resources that will be employed by the vendor.
  - 1. The vendor shall address and respond each of the requirements described in Section 2, Scope of Services and describe any deviations from requirements or additional scope of the vendor's implementation plan.
  - 2. The vendor shall provide with submitted proposal, a secured link, generic log-in and password for five (5) evaluators to the vendor's website.
  - 3. Describe facilities, equipment, personnel, communication technologies and other resources available for implementing the proposed services.
  - 4. Provide an assessment of staffing needs for each major activity area by job title and function.
- B. Exceptions – clearly describe any exceptions the vendor may have in regards to any requirements stated in the RFP document or associated addendums.

**Tab 3 - Proof of Insurability**

Provide either a completed Accord form or a signed letter from your insurance agency on its letterhead stating that you have or can get the required insurance coverage.

**Tab 4 - References**

Provide at least three (3) recent references where the proposed product /service has been used within the past 3 years. Please use the form attached.

**Tab 5 - Litigation**

Provide information on the nature, magnitude, and outcome of all litigation and proceedings for the previous three (3) years where you or your organization has been involved in any matter related to you or your organization’s professional activities.

**Tab 6 - Subcontractors / Joint Ventures**

Provide a list of any proposed sub-contractors or joint venture arrangements that may be used on the project. Provide the same information required in the Pricing Proposal Tab 3 for each sub-contractor or joint venture participant.

**Tab 7 - Other Information**

Provide any information that will provide insight to the County about the qualifications, fitness and abilities of the proposer. This information should be succinct.

**Tab 8 - Completed solicitation**

Include a copy of a fully completed and signed RFP.

**Tab 9 - Completed Pricing Back-up Section**

- Provide supporting documentation for the prices proposed sufficient to evaluate and determine price realism.
- Provide flashdrive as required in Section 2.

**Tab 10 - Financial Stability**

Each proposer shall certify and provide a statement that it is financially stable and have the necessary resources, human and financial, to provide the services at the level required by County. Each proposer shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted. The County reserves the right to use a third-party company to verify financial information provided in each proposal. If a subcontractor or joint venture arrangement is being proposed, provide similar information for those participants in the proposal.

**Tab 11 - Other Information**

Provide any information that will provide insight to the County about the financial qualifications, fitness and stability of the proposer. This information should be succinct.

**Section 1.16: Certificate of Competency/Licensure, Permits, and Fees**

Any person, firm, corporation or joint venture that submits an offer in response to a County solicitation shall, at the time of such offer, hold a valid Certificate of Competency or appropriate current license issued by the State or County Examining Board qualifying said person, firm, corporation or joint venture to perform the work proposed. If work for other trades is required in conjunction with this solicitation and will be performed by a sub-contractor(s) or vendor(s) hired by the prime/responding vendor, an applicable Certificate of Competency/license issued to the sub-contractor(s)/hired vendor(s) shall be submitted with the prime/responding vendor's offer; provided, however, that the County may at its option and in its best interest allow the prime/responding vendor to supply the sub contractor(s)/hired vendor(s) certificate/license to the County during the offer evaluation period. The prime/responding vendor is responsible to ensure that all required licenses, permits, and fees (to include any inspection fees) required for this project are obtained and paid for, and shall comply with all laws, ordinances, regulations, and building or other code requirements applicable to the work contemplated herein. Damages, penalties, and/or fines imposed on the County or the vendor for failure to obtain required licenses, permits, inspection or other fees, or inspections shall be borne by the vendor.

**Section 1.17: Demonstration of Internet-Based Ordering System May Be Required During Evaluation**

After receipt of offers by the County, the vendors may be required to demonstrate their internet-based ordering system to cognizant County personnel, at no separate cost. The purpose of this demonstration is to observe the system in an operational environment and to verify its capability, suitability, and adaptability in conjunction with the performance requirements stipulated in this solicitation. If a demonstration is required, the County will notify the vendor of such in writing and will specify the date, time and location of the demonstration. If the vendor fails to perform the demonstration on the specified date stipulated in the notice, the County may elect to reject that vendor's offer, or to re-schedule the demonstration, whichever action is determined to be in the best interests of the County. The County shall be the sole judge of the acceptability of the equipment in conformance with the specifications and its decision shall be final.

The on-line system used for the demonstration shall be the same as the manufacturer's model identified in the vendor's offer.

**Section 1.18: Furnish and Install Requirements**

The specifications and/or statement of work contained within this solicitation describe the various functions and classes of work required as necessary for the completion of the project.

Any omissions of inherent technical functions or classes of work within the specifications and/or statement of work shall not relieve the bidder from furnishing, installing or performing such work where required for the satisfactory completion of the project.

**Section 1.19: Key Contractor Personnel**

In submitting a proposal, the Proposer is representing that each person listed or referenced in the proposal shall be available to perform the services described for the Lake County Board of County Commissioners, barring illness, accident, or other unforeseeable events of a similar nature in which case the Proposer must be able to promptly provide a qualified replacement. In the event the Proposer wishes to substitute personnel, the Proposer shall propose a person with equal or higher qualifications and each replacement person is subject to prior written County approval. In the event the requested substitute person is not satisfactory to the County and the matter cannot be resolved to the satisfaction of the County, the County reserves the right to cancel the contract for cause.

**Section 1.20: Labor, Materials, and Equipment Shall be Supplied by the Vendor**

Unless otherwise stated in this solicitation the vendor shall furnish all labor, tools, supplies, offices, personnel, instrumentalities, transportation, support services, insurance material and equipment necessary for satisfactory contract performance.

**Section 1.21: Omission from the Specifications**

The apparent silence of this specification and any addendum regarding any details, or the omission from the specification of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of this specification shall be made upon the basis of this agreement.

**Section 1.22: Presentations/ Post-Discussions After Initial Bid/ Proposal Response**

A. The County, at its sole discretion, may ask any proposer to make an oral presentation and/or product / service demonstration without charge to the County. The County reserves the right to require any proposer to demonstrate to the satisfaction of the County that the proposer has the fiscal and technical ability to furnish the service(s) or product(s) as proposed. The demonstration must satisfy the County, and the County shall be the sole judge of compliance.

B. The County may commence contract negotiations in accordance with the Method of Award provision specified elsewhere within this RFP. The County reserves the right to conduct discussions with any proposer(s) which have a realistic possibility of contract award to include any request for additional information, and any request for "best and final" offers.

C. Proposers are cautioned not to assume that they will be asked to make a presentation or asked for a "best and final" offer and should include all pertinent and required information in their original proposal package.

### SCOPE OF SERVICES

Lake County Board of County Commissioners is seeking a proposal for a service to manage and fulfill the County's needs for various products and office supplies including toner and miscellaneous office products. The successful contractor will deliver office supplies throughout the County to identified locations and will pick up any designated returns for return-to stock processing and account crediting.

The County does not offer "exclusive" contracts. If the user departments find the same item for a total lesser cost from the different vendor, they are authorized to purchase from that vendor.

The successful contractor will provide an online ordering service capable of managing authorized orders from Lake County Board of County Commissioner employees, ship-to-addresses, division names and locations and charge information.

The successful contractor shall have experience in the fulfillment, services, system support, reporting and management of office supplies sales and services.

#### **1. Product Scope**

The contract shall have two (2) categories:

- A. Core List: These will be line item priced products and can be found in Section 4, Pricing Section. Vendors are advised that the Core List of Items has been changed from previous solicitations and contract to ensure open competition. The County has confirmed general availability of the listed items on multiple vendor websites.
- B. Non-Core List: All items not covered under the Core List that the vendor offers within the catalog items.

**Contractors shall furnish with submitted proposal, one (1) electronic copy (flashdrive) in Microsoft excel format two (2) separate listings of the core list items as submitted in Attachment 1 and the current non-core items (catalog/list price) which will indicate all items the vendor can furnish and list prices to be used for each item. Failure to furnish as required will result in disqualification of offer to the County.**

**For purposes of evaluating, contractor shall provide, with submitted proposal, a secured link, generic log-in and password for five (5) evaluators. Failure to furnish as required will result in disqualification of offer to the County.**

#### **2. Internet-Based Ordering System**

- A. Proposers shall have a Secure Internet ordering system already established that includes SSL Certificate.
- B. System shall provide individual access to the web site with password availability.
- C. System shall have the capability to review, cancel and track orders while providing product information.
- D. System shall accept purchasing cards (visa p-card) for payment.

- E. System shall provide at least two (2) levels for approval of orders to allow for a total purchase of \$1,000.00 or more.
- F. This internet-based ordering system shall be available during regular business hours. Any scheduled maintenance shall be done during non-business hours.
- G. The on-line ordering system shall BLOCK all items not under contract.
- H. It is preferred that a designated County employee be able to have access to add/delete users and add/edit/delete delivery locations.

### 3. User On-Line Ordering Process

On-line ordering is a mandatory requirement of this contract with primary payment method via a County issued Purchasing (P-Card) Card. Proposers shall fully define their on-line ordering system and shall meet the following minimum requirements:

- A. Initial training of County Personnel who shall utilize the on-line ordering system shall be accomplished by the contractor within thirty (30) days of award of contract. This shall be accomplished at the designated location(s) within the County, but may include on-sight visit(s) to instruct on the proper use of the on-line ordering system. This training and any set-up necessary on the part of the contractor to supply office supplies to the County will be at the contractor's expense.
- B. The system shall provide the Lake County User the list price and the Lake County contract discount price when any item is researched.
- C. Detailed description and product number of item (i.e., size, color, etc.).
- D. Each user shall be issued his/her own password and user ID.
- E. User's password and user ID shall automatically display the ship-to/bill-to address.
- F. Print out list of items being purchased with list price and discount price included.
- G. Product shall be searchable by part number, catalog product number, description word(s), or manufacturer's prefix.
- H. Confirmation of order with tracking capability.
- I. On-line ordering system shall have a security (SSL Certification) prior to VISA number being entered into system.
- J. It is preferred that the on-line ordering system have a "My Favorites" area which will allow the user to find their most frequently purchased items.

### 4. Catalogs

- A. **It is required that the proposer furnish six (6) Vendor's Office Products catalog with their proposal. The vendors catalog shall include the general scope and range of products. Failure to furnish as required will result in disqualification of offer to the County.**
- B. After award of contract, the contractor shall furnish as many as fifty (50) of the most current catalogs to the County and divisions at no expense to the County.

### 5. Delivery and Returns

- A. It is desirable for vendor to have a "no questions asked" return policy for minimum of thirty (30) days after receipt and acceptance. Vendor should outline their policy in their proposal. The vendor may charge up to ten (10) percent of the cost of the item to process the return and restock the items.

- B. Saleable items returned must be accepted without restocking fees. Exceptions will be customized or special orders.
- C. Returns must be picked-up from original delivery location and receipt provided.
- D. All deliveries shall be F.O.B. Destination – Inside Delivery. Delivery shall be to desktop to each prescribed delivery point. There are currently eighty-two (82) locations including twenty-nine (29) fire stations and eighty-six (86) online users located throughout Lake County, some of which the delivery address is for multiple division.
- E. No delivery fees for stocked items.
- F. It is desired that deliveries of items shall be made within twenty-four (24) hours and deliveries shall be desktop to each prescribed delivery point. A list of locations shall be given to the awarded vendor. Delivery shall be accomplished between the hours of 8:30 AM and 4:30 PM on weekdays only, unless otherwise mutually agreed upon by the contracting parties. No delivery will be accepted on Saturdays, Sundays, or County holidays. Ownership of items will pass from the seller to the County after the County receives and accepts each item. Delivery to a common carrier shall not constitute delivery to the County. Any transportation dispute shall be between the vendor and the carrier. The County will not consider any proposal F.O.B. Point other than F.O.B. Destination – Inside Delivery.

**6. Damage**

The County may refuse delivery of ordered items received with visible damage. The vendor shall handle replacement and repair all damaged items on an immediate turnaround basis.

**7. Accounting Procedures**

- A. System shall accept purchasing card (visa p-card) for payment.
- B. Invoices and credit memos shall be available on request.
- C. Credit memos shall show original invoice number for cross-reference purposes.
- D. Invoices shall provide name of individual ordering. Receipt of order must be signed.
- E. It is preferred that a past due notice on all charges and credits be emailed to the Contracting Officer.

**8. Quantities and Orders**

- A. There shall be no minimum ordering requirements. Orders will be issued by an on-line ordering system. The County will not pay a minimum order charge or handling charge. Procurement Services will make every effort to educate each division on submitting planned orders that do not consist of one or two items; however, in some instances it may be necessary to order an individual item.
- B. The bid price for each item shall include all packaging, handling, shipping charges, fuel charges and inside delivery (unless otherwise specified) to any point(s) within Lake County, Florida. Each core and non-core item shall be priced separately on the invoice.

**9. Purchasing Card Program**

Lake County has implemented a purchasing card (P-Card) program using the VISA network. Vendors will receive payment from the purchasing card in the same manner as other VISA purchases. Original invoices with a zero balance shall be sent to the ordering division when the P-Card is used and the item has been shipped. The maximum a County employee may place per order per day with the P-Card is \$999.99. If the per order cost is over \$999.99, the Contracting Officer shall be notified for approval and the Contracting Officer shall determine how the order will be paid to the vendor.

**10. Back Ordered Goods/Substitutions**

In the event an “out of stock” condition occurs, the items not delivered on the first shipment will be marked on the delivery document as BACK ORDERED. If the item cannot be delivered within three (3) business days from date of order, the end user shall be notified as to availability or suggested replacement offered. Back orders will not be accepted when receipt of order exceeds thirty (30) calendar days. Substitutions that are comparable to the item ordered can be used on in the event of an item not being available, or in order to save the County money. In either instance, the substitutions are to be offered only as a suggestion and shall have the end users approval prior to shipment.

After initial award has been made, vendors are advised that they may propose to provide alternate products in lieu of the specific items listed in the standard industry catalog. If the County accepts such a substitution, the vendor’s on-line catalog shall clearly illustrate the initial standard list price for the item, the discount originally proposed for that item, the resulting unit price for the standard item, and the actual unit price for the substitution. Substitutes will only be accepted if the unit price for the alternate item is less than the calculated unit price for the standard catalog item.

**11. Recycled Products**

The Lake County Board of County Commissioners adopted a Reduce, Reuse and Recycle policy to protect the environment through sound business policies. All products on the Attachment 2 shall be offered ONLY as a recycled product to County purchasers on the contract and contain at least a minimum percentage of post-consumer content indicated for each item. When available, other products that have a recycled alternative that meet original product performance requirements shall be quoted.

**12. Special Orders**

When an item is a special order for the vendor it would present a problem if returned. The vendor shall contact the requesting department to confirm before order (i.e., Special order rubber stamps, etc.).

**13. Electronic Reports**

**Failure to comply with the mandatory requirement of delivery of the Quarterly Usage Report and Quarterly Recycled product Report shall result in the contract supplier to be in default, in which case, the failure to comply may result in immediate cancellation of said contract.**

A. Quarterly Usage Report - The vendor shall submit electronically to the Contracting Officer a quarterly usage report through the contract period no later than

fifteen (15) days after the end of each quarter. This report will be utilized for monitoring the contract. Report shall include the following:

- Reporting Period
- Ship To
- Invoice Number
- SKU Number
- Product Description
- Unit of Measure
- Quantity Shipped
- Item Price
- Unit List Price
- Item List Price
- Discount Amount
- Discount Percentage

B. Quarterly Recycled Product Report – A resolution issued by the Board of County Commissioners states that “all Departments, Divisions and Agencies will purchase and use reusable products, recycled-content products, and recycled products in all the daily operations of the County to the maximum extent practical. The purchase of products that cannot be reused or recycled is strongly discouraged. To assist in monitoring this Resolution, the vendor shall furnish the Contracting Officer a detailed report of sales electronically at the completion of each quarter of the contract. Report shall include the following:

- Reporting Period
- Ship To
- Invoice Number
- SKU Number
- Product Description
- Unit of Measure
- Quantity Shipped
- SKU each price
- Total Price
- Verification Recycled

**The County Will Provide:**

The County will provide the vendor with a list of contacts, phone number and locations of the divisions that will be ordering supplies. The County reserves the sole right to add, change or delete delivery locations to this contract during the contract period.

**3.1 DEFINITIONS**

**Addenda:** A written change to a solicitation.

**Contract:** The agreement to perform the services set forth in this document signed by both parties with any addenda and other attachments specifically incorporated.

**Contractor:** The vendor to whom award has been made.

**County:** Shall refer to Lake County, Florida.

**Modification:** A written change to a contract.

**Proposal:** Shall refer to any offer(s) submitted in response to a Request for Proposal.

**Proposer:** Shall refer to anyone submitting an offer in response to a Request for Proposal.

**Request for Proposal (RFP):** Shall mean this solicitation documentation, including any and all addenda. An RFP involves evaluation of proposals, and award may be made on a best value basis with price, technical, and other factors considered.

**Solicitation:** The written document requesting either bids or proposals from the marketplace.

**Vendor:** a general reference to any entity responding to this solicitation or performing under any resulting contract.

The County has established for purposes of this Request for Proposal (RFP) that the words "shall", "must", or "will" indicate an essential requirement or condition which may not be waived.

**3.2 INSTRUCTIONS TO PROPOSERS****A. Proposer Qualification**

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the solicitation are encouraged to submit proposals. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be recommended for award the County requires that vendors provide evidence of compliance with the requirements below upon request:

1. Disclosure of Employment
2. Disclosure of Ownership.
3. Drug-Free Workplace.
4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.)
6. Americans with Disabilities Act (A.D.A.)
7. Conflict of Interest
8. Debarment Disclosure Affidavit.
9. Nondiscrimination
10. Family Leave
11. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all applicable antitrust laws.

**B. Public Entity Crimes**

Pursuant to Section 287.133(2)(a) of the Florida Statutes, 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, supplier, 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 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

**C. Request for Additional Information**

Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the procurement representative identified in the solicitation no later than five (5) working days prior to the proposal due date. Such inquiries or request for information shall be submitted to the procurement representative in writing and shall contain the requester's name, address, and telephone number. The

Procurement Services office may issue an addendum in response to any inquiry received, which changes or clarifies the terms, provisions, or requirements of the solicitation. The proposer should not rely on any representation, statement or explanation whether written or verbal, other than those made in this solicitation document or in any addenda issued. Where there appears to be a conflict between this solicitation and any addenda, the last addendum issued shall prevail. It is the proposer's responsibility to ensure receipt of all addenda and any accompanying documentation. Failure to acknowledge each addendum may prevent the proposal from being considered for award.

**D. Contents of Solicitation and Proposers' Responsibilities**

The proposer shall become thoroughly familiar with the requirements, terms, and conditions of this solicitation. Pleas of ignorance of these matters by the proposer of conditions that exist or may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid.

**E. Restricted Discussions**

From the date of issuance of this solicitation until final County action, vendors should not discuss the solicitation or any part thereof with any employee, agent, or any other representative of the County except as expressly authorized by the designated procurement representative. The only communications that shall be considered pertinent to this solicitation are appropriately signed written documents from the vendor to the designated procurement representative and any relevant written document promulgated by the designated procurement representative.

**F. Change or Withdrawal of Proposals**

1. Changes to Proposal- Prior to the scheduled due date, a proposer may change its proposal by submitting a new proposal specified in the solicitation with a letter on the firm's letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original proposal.

2. Withdrawal of Proposal – A proposal shall be irrevocable unless the proposal is withdrawn as provided herein. A proposal may be withdrawn, either physically or by written notice, at any time prior to the proposal due date. If withdrawn by written notice, that notice must be addressed to, and received by, the designated procurement representative prior to the designated receipt date and time. A proposal may also be withdrawn after expiration of the designated acceptance period, and prior to award, by submitting a letter to the designated procurement representative. The letter must be on company letterhead and signed by an authorized agent of the proposer.

**G. Conflicts within the Solicitation**

Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Pricing Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Proposal Price Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions. It is incumbent upon the vendor to identify such conflicts to the designated procurement representative prior to the proposal due date.

**H. Prompt Payment Terms**

It is the policy of the County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments will be made on late payments in accordance with Part VII, Chapter 218, Florida Statutes, known as the Florida Prompt Payment Act. The proposer may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during proposal evaluation.

**3.3 PREPARATION OF PROPOSALS**

A. The Pricing Section of this solicitation defines requirements of items to be purchased, and must be completed and submitted with the proposal. Use of any other form or alteration of the form may result in rejection of the proposal.

B. The proposal submitted must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these

- requirements may cause the bid to be rejected.
- C. An authorized agent of the proposers firm must sign the proposal. **FAILURE TO SIGN THE PROPOSAL MAY BE CAUSE TO REJECT THE PROPOSAL.**
  - D. The proposer may submit alternate proposal(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate proposal must meet or exceed the minimum requirements and be submitted as a separate proposal marked "Alternate Proposal".
  - E. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
  - F. Any proposal received after the designated receipt date through no fault or error of the County will be considered late, and, except under the most exceptional circumstances, may not be considered for award

#### 3.4 COLLUSION

Where two (2) or more related parties, as defined herein, each submit a proposal for the same contract, such proposals shall be presumed to be collusive. Related parties shall mean proposer or the principals thereof which have a direct or indirect ownership interest in another proposer for the same contract or in which a parent company or the principals thereof of one proposer have a direct or indirect ownership interest in another proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two (2) or more corporations, firms, or persons submitting a proposal for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers which have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred. Any contract resulting from collusive bidding may be terminated for default.

#### 3.5 PROHIBITION AGAINST CONTINGENT FEES

The vendor warrants that they have not employed or retained any company or person, other than a bona fide employee working solely for the vendor to solicit or secure the contract and that they have not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the vendor, any consideration contingent upon or resulting from the award or making of the contract.

#### 3.6 CONTRACTING WITH COUNTY EMPLOYEES

Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the County Attorney prior to submittal of a response to contract with the County. The affected employee shall disclose the employee's assigned function within the County and interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract.

#### 3.7 INCURRED EXPENSES

This RFP does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any proposer in preparing and submitting a proposal, or any cost or expense incurred by any proposer prior to the execution of a purchase order or contract.

#### 3.8 COUNTY IS TAX-EXEMPT

When purchasing on a direct basis, the County is generally exempt from Federal Excise Taxes and all State of Florida sales and use taxes. The County will provide an exemption certificate upon request by the seller for such purchases. Except for item(s) specifically identified by the vendor and accepted by the County for direct County purchase under the Sales Tax Recovery Program, Contractors doing business with the County are not exempt from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any contractor be authorized to use any of the County's Tax Exemptions in securing such materials.

#### 3.9 PROPRIETARY/CONFIDENTIAL INFORMATION

Proposers are hereby notified that all information submitted as part of a proposal will be available for public inspection in compliance with Chapter 119 of the Florida Statutes (the "Public Record Act"). The proposer should not submit any information in response to this RFP which the proposer considers proprietary or confidential. The submission of any information to the County in connection with this solicitation shall be deemed conclusively to be a waiver from release of the submitted information unless such information is exempt or confidential under the Public Records Act.

#### 3.10 CANCELLATION OF SOLICITATION

The County reserves the right to cancel, in whole or in part, any solicitation when doing so reflects the best interest of the County.

#### 3.11 AWARD

- A. The contract resulting from this solicitation may be awarded to the responsible proposer which submits a proposal determined to provide the best value to the County with price, technical, and other applicable factors considered. The County reserves the right to reject any and all proposals, to waive irregularities or technicalities and to re-advertise for all or any part of this solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
- B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low bid or in whichever manner deemed in the best interest of the County. This provision specifically supersedes any method of award criteria stated in the solicitation when such action is clearly necessary to protect the best interests of the County.
- C. The County reserves the right to reject any and all proposals if it is determined that prices are excessive or determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
- D. Award of this solicitation will only be made to firms that satisfy all necessary legal requirements to do business with the County. The County may conduct a pre-award inspection of the proposer's site or hold a pre-award qualification hearing to determine if the proposer is capable of performing the requirements of this solicitation.
- E. The proposer's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the responsibility of a proposer that submitted a proposal under this solicitation.
- F. Any tie situations will be resolved in consonance with current written procedure in that regard.
- G. Award of the contract resulting from this solicitation may be predicated on compliance with and submittal of all required documents as stipulated in the solicitation.
- H. A vendor wishing to protest any award decision resulting from this solicitation shall do so as set forth in the County's Purchasing Procedure Manual.

#### 3.12 GENERAL CONTRACT CONDITIONS

The contract shall be binding upon and shall inure to the benefit of each of the parties and of their respective successors and permitted assigns. The contract may not be amended, released, discharged, rescinded or abandoned, except by a written instrument duly executed by each of the parties hereto. The failure of any party hereto at any time to enforce any of the provisions of the contract will in no way constitute or be construed as a waiver of such provision or of any other provision hereof, nor in any way affect the validity of, or the right thereafter to enforce, each and every provision of the contract. Any dispute arising during the course of contract performance that is not readily rectified by coordination between the vendor and the County user department shall be referred to Procurement Services office for resolution.

#### 3.13 OTHER AGENCIES

With the consent of the vendor, other agencies may make purchases in accordance with the contract. Such purchases shall be

governed by the same terms and conditions as stated herein with the exception of the change in agency name.

**3.14 CONTRACT EXTENSION**

The County has the unilateral option to extend a contract for up to ninety (90) calendar days beyond the current contract period. In such event, the County will notify the vendor(s) in writing of such extensions. The contract may be extended beyond the initial ninety (90) day extension upon mutual agreement between the County and the vendor(s). Exercise of the above options requires the prior approval of the Director of Procurement Services.

**3.15 WARRANTY**

All warranties express and implied, shall be made available to the County for goods and services covered by this solicitation. All goods furnished shall be fully guaranteed by the vendor against factory defects and workmanship. At no expense to the County, the vendor shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty period. The special conditions of the solicitation may supersede the manufacturer's standard warranty.

**3.16 ESTIMATED QUANTITIES**

Estimated quantities or dollars are for vendor's guidance only. No guarantee is expressed or implied as to quantities or dollar value that will be used during the contract period. The County is not obligated to place any order for a given amount subsequent to the award of this solicitation. The County may use estimated quantities in the award evaluation process. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other entities that may utilize this contract. In no event shall the County be liable for payments in excess of the amount due for quantities of goods or services actually ordered.

**3.17 NON-EXCLUSIVITY**

It is the intent of the County to enter into an agreement that will satisfy its needs as described within this solicitation. However, the County reserves the right to perform, or cause to be performed, all or any of the work and services herein described in the manner deemed to represent its best interests. In no case will the County be liable for billings in excess of the quantity of goods or services actually provided under this contract.

**3.18 CONTINUATION OF WORK**

Any work that commences prior to, and will extend, beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the vendor, continue until completion without change to the then current prices, terms and conditions.

**3.19 LAWS, RULES, REGULATIONS AND LICENSES**

The vendor shall comply with all federal, state, and local laws and regulations applicable to provision of the goods and/or services specified in this solicitation. During the term of the contract the vendor assures that it is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Civil Rights Act of 1992, in that the vendor does not on the grounds of race, color, national origin, religion, sex, age, disability or marital status, discrimination in any form or manner against the end/or employees or applicants for employment. The vendor understands that any contract is conditioned upon the veracity of this statement.

**3.20 SUBCONTRACTING**

Unless otherwise stipulated herein, the vendor shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the contract for default.

**3.21 ASSIGNMENT**

The vendor shall not assign or transfer any contract resulting from this solicitation, including any rights, title or interest therein, or its

power to execute such contract to any person, company or corporation without the prior written consent of the County. This provision specifically includes any acquisition or hostile takeover of the awarded vendor. Failure to comply in this regards may result in termination of the contract for default.

**3.22 RESPONSIBILITY AS EMPLOYER**

The employee(s) of the vendor shall be considered at all times its employee(s), and not an employee(s) or agent(s) of the County. The contractor shall provide employee(s) capable of performing the work as required. The County may require the contractor to remove any employee it deems unacceptable. All employees of the contractor may be required to wear appropriate identification.

**3.23 INDEMNIFICATION**

To the extent permitted by law, the vendor shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the vendor or its employees, agents, servants, partners, principals or subcontractors. The vendor shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The vendor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the vendor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

**3.24 MODIFICATION OF CONTRACT**

Any contract resulting from this solicitation may be modified by mutual consent of duly authorized parties, in writing through the issuance of a modification to the contract and/or purchase order as appropriate. This presumes the modification itself is in compliance with all applicable County procedures.

**3.25 TERMINATION FOR CONVENIENCE**

The County, at its sole discretion, reserves the right to terminate this contract upon thirty (30) days written notice. Upon receipt of such notice, the vendor shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the vendor prior to notice of termination. The County shall be the sole judge of "reasonable costs."

**3.26 TERMINATION DUE TO UNAVAILABILITY OF CONTINUING FUNDING**

When funds are not appropriated or otherwise made available to support continuation of performance in a current or subsequent fiscal year, the contract shall be cancelled and the vendor shall be reimbursed for the reasonable value of any non-recurring costs incurred amortized in the price of the supplies or services/tasks delivered under the contract.

**3.27 TERMINATION FOR DEFAULT**

The County reserves the right to terminate this contract, in part or in whole, or affect other appropriate remedy in the event the vendor fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the vendor in accordance with the County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the vendor.

**3.28 FRAUD AND MISREPRESENTATION**

Any individual, corporation or other entity that attempts to meet its contractual obligations through fraud, misrepresentation or other material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity with such vendor held responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

**3.29 RIGHT TO AUDIT**

The COUNTY reserves the right to require CONTRACTOR to submit to an audit by any auditor of the COUNTY's choosing. CONTRACTOR shall provide access to all of its records which relate directly or indirectly to this Agreement at its place of business during regular business hours. CONTRACTOR shall retain all records pertaining to this Agreement and upon request make them available to the COUNTY for three (3) years following expiration of the Agreement. CONTRACTOR agrees to provide such assistance as may be necessary to facilitate the review or audit by the COUNTY to ensure compliance with applicable accounting and financial standards. Additionally, CONTRACTOR agrees to include the requirements of this provision in all contracts with subcontractors and material suppliers in connection with the work performed hereunder. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the CONTRACTOR to the COUNTY in excess of one percent (1%) of the total contract billings, in addition to making adjustments for the overcharges, the reasonable actual cost of the COUNTY's audit shall be reimbursed to the COUNTY by the CONTRACTOR. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the CONTRACTOR's invoices and/or records shall be made within a reasonable amount of time, but in no event shall the time exceed ninety (90) days, from presentation of the COUNTY's audit findings to the CONTRACTOR.

**3.30 PUBLIC RECORDS/ COPYRIGHTS**

All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the vendor for or on behalf of the County shall be the property of the County and will be turned over to the County upon request. In accordance with Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the County are public records available for inspection by any person even if the file or paper resides in the vendor's office or facility. The vendor shall maintain the files and papers for not less than three (3) complete calendar years after the project has been completed or terminated, or in accordance with any grant requirements, whichever is longer. Prior to the close out of the Contract, the vendor shall appoint a records custodian to handle any records request and provide the custodian's name and telephone number(s) to the County.

Any copyright derived from this Agreement shall belong to the author. The author and the CONSULTANT shall expressly assign to the COUNTY nonexclusive, royalty free rights to use any and all information provided by the CONSULTANT in any deliverable and/or report for the COUNTY's use which may include publishing in COUNTY documents and distribution as the COUNTY deems to be in the COUNTY's best interests. If anything included in any deliverable limits the rights of the COUNTY to use the information, the deliverable shall be considered defective and not acceptable and the CONSULTANT will not be eligible for any compensation.

**3.31 GOVERNING LAWS**

The interpretation, effect, and validity of any contract(s) resulting from this solicitation shall be governed by the laws and regulations of the State of Florida, and Lake County, Florida. Venue of any court action shall be in Lake County, Florida. In the event that a suit is brought for the enforcement of any term of the contract, or any right arising there from, the parties expressly waive their

respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

**3.32 STATE REGISTRATION REQUIREMENTS**

Any corporation submitting a bid in response to this RFP shall either be registered or have applied for registration with the Florida Department of State in accordance with the provisions of Chapter 607, Florida Statutes. A copy of the registration/ application may be required prior to award of a contract. Any partnership submitting a bid in response to this RFP shall have complied with the applicable provisions of Chapter 620, Florida Statutes. For additional information on these requirements, please contact the Florida Secretary of State's Office, Division of Corporations, 800.755.5111 (<http://www.dos.state.fl.us>).

**3.33 PRIME CONTRACTOR**

The vendor awarded the contract shall act as the prime contractor and shall assume full responsibility for the successful performance under the contract. The vendor shall be considered the sole point of contact with regard to meeting all requirements of the contract. All subcontractors will be subject to advance review by the County in regards to competency and security concerns. After the award of the contract no change in subcontractors will be made without the consent of the County. The vendor shall be responsible for all insurance, permits, licenses, and related matters for any and all subcontractors. Even if the subcontractor is self-insured, the County may require the contractor to provide any insurance certificates required by the work to be performed.

**3.34 FORCE MAJEURE**

The parties will exercise every reasonable effort to meet their respective obligations hereunder, but shall not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with revisions to Government law or regulation, acts of nature, acts or omissions of the other party, fires, strikes, national disasters, wars, riots, transportation problems and/or any other cause whatsoever beyond the reasonable control of the parties. Any such cause may be cause for appropriate extension of the performance period.

**3.35 NO CLAIM FOR DAMAGES**

No claim for damages or any claim other than for an extension of time shall be made or asserted against the County because of any delays. No interruption, interference, inefficiency, suspension, or delay in the commencement or progress of the Work shall relieve the vendor of duty to perform, or give rise to any right to damages or additional compensation from the County. The vendor's sole remedy shall be the right to seek an extension to the contract time. However, this provision shall not preclude recovery of damages by the vendor for hindrances or delays due solely to fraud, bad faith, or active interference on the part of the County.

**3.36 TRUTH IN NEGOTIATION CERTIFICATE**

For all agreements exceeding \$150,000, the awarded firm may be required to execute a truth in negotiation certificate stating that the wage rates and other factual unit costs are accurate, complete and current, at the time of contracting.

**3.37 GRANT FUNDING**

In the event any part of the contract is to be funded by federal, state, or other local agency monies, the vendor hereby agrees to comply with all requirements of the funding entity applicable to the use of the monies, including full application of requirements involving the use of minority firms, women's business enterprises, and labor surplus area firms. Vendors are advised that payments under the contract may be withheld pending completion and submission of all required forms and documents required of the vendor pursuant to the grant funding requirements.

**RFP TITLE: Office Products****NOTES:**

- When purchasing on a direct basis, Lake County is exempt from all taxes (Federal, State, Local). A Tax Exemption Certificate will be furnished upon request for such purchases. **However, the vendor will be responsible for payment of taxes on all materials purchased by the vendor for incorporation into the project (see provision 3.8 for further detail).**
- The vendor shall not alter or amend any of the information (including, but not limited to stated units of measure, item description, or quantity) stated in the Pricing Section. If any quantities are stated in the pricing section as being “estimated” quantities, vendors are advised to review the “Estimated Quantities” clause contained in Section 3 of this solicitation.
- Any bid containing a modifying or “escalator” clause not specifically allowed for under the solicitation will not be considered.
- All pricing shall be FOB Destination unless otherwise specified in this solicitation document.
- All pricing submitted shall remain valid for a 90 day period. By signing and submitting a response to this solicitation, the vendor has specifically agreed to this condition.
- **Vendors are advised to visit our website at <http://www.lakecountyfl.gov> and register as a potential vendor. Vendors that have registered on-line receive an e-mail notice when the County issues a solicitation matching the commodity codes selected by a vendor during the registration process.**

**ACKNOWLEDGEMENT OF ADDENDA****INSTRUCTIONS:** Complete Part I or Part II, whichever applies**Part I:**

The bidder must list below the dates of issue for each addendum received in connection with this RFP:

Addendum #1, Dated: \_\_\_\_\_

Addendum #2, Dated: \_\_\_\_\_

Addendum #3, Dated: \_\_\_\_\_

Addendum #4, Dated: \_\_\_\_\_

**Part II:** No Addendum was received in connection with this RFP.

### PRICING SECTION

The County has demonstrated an ongoing need for the products indicated in this RFP. These products are based on recent 12-month usage for all office locations. Purchases under the previous contract have averaged to approximately \$166,500.00 annually. The average order size is \$143.00. A total of 351 orders have been under \$50.00 from the time period January 1, 2012 to October 23, 2012. Procurement of office supplies is decentralized, and there is no guarantee total volume or specific product volumes.

Vendor is responsible for disclosing any charges or fees not listed on the cost proposal that the County would incur with the respondent, before, during, and after the implementation.

For purposes of comparing costs between each respondent, respondents shall not deviate from the compensation methods as outlined.

1. Core Items Total Cost (Total Of Attachment 1) \$ 12,486.11
  
2. Non-Core Items - 67 % discount off catalog price based on current manufacturer pricing  
 Catalog (name/date) upon which above discount is given:  
UNITED STATIONARY'S 2013 (STOP @ COST)
  
3. Furniture - 53 % discount off catalog price based on current manufacturer pricing  
 Catalog (name/date) upon which above discount is given:  
UNITED STATIONARIES 2013
  
4. Office Machines - 38 % discount off catalog price based on current manufacturer pricing  
 Catalog (name/date) upon which above discount is given:  


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5. Toner
  - A. OEM 38 % discount off catalog based on current manufacturer pricing
  - B. Recycled 48 % discount off catalog based on current manufacturer pricing

**By Signing this Proposal the Proposer Attests and Certifies that:**

- It satisfies all legal requirements (as an entity) to do business with the County.
- The undersigned vendor acknowledges that award of a contract may be contingent upon a determination by the County that the vendor has the capacity and capability to successfully perform the contract.
- The proposer hereby certifies that it understands all requirements of this solicitation, and that the undersigned individual is duly authorized to execute this proposal document and any contract(s) and/or other transactions required by award of this solicitation.

**Purchasing Agreements with Other Government Agencies**

This section is optional and will not affect contract award. If Lake County awarded you the proposed contract, would you sell under the same terms and conditions, for the same price, to other governmental agencies in the State of Florida? Each governmental agency desiring to accept to utilize this contract shall be responsible for its own purchases and shall be liable only for materials or services ordered and received by it.  Yes  No (Check one)

**Certification Regarding Felony Conviction**

Has any officer, director, or an executive performing equivalent duties, of the bidding entity been convicted of a felony during the past ten (10) years?  Yes  No (Check one)

**Reciprocal Vendor Preference:**

Vendors are advised the County has established, under Lake County Code, Chapter 2, Article VII, Sections 2-221 and 2-222; a process under which a local vendor preference program applied by another county may be applied in a reciprocal manner within Lake County. The following information is needed to support application of the Code:

1. Primary business location of the responding vendor (county/state): Volusia / FL.
2. Does the responding vendor maintain a significant physical location in Lake County at which employees are located and business is regularly transacted:  Yes  No If "yes" is checked, provide supporting detail:

**Conflict of Interest Disclosure Certification**

Except as listed below, no employee, officer, or agent of the firm has any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and, this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services, and is in all respects fair and without collusion or fraud.

**DUNS Number** (Insert if this action involves a federal funded project): \_\_\_\_\_

General Vendor Information and Proposal Signature:	
Firm Name:	<u>CAPITAL OFFICE PRODUCTS</u>
Street Address:	<u>210 FENTRESS BLVD. DAYTONA BCH. FL. 32114</u>
Mailing Address (if different):	_____
Telephone No.:	<u>800-552-1340</u> Fax No.: <u>800-249-4329</u> E-mail: <u>SCOTT@CAPOFFICEPRODUCTS.COM</u>
FEIN No.	<u>59-2952143</u> Prompt Payment Terms: _____ % <del>30</del> days, net <u>30</u>
Signature:	<u>Scott M Spinale</u> Date: <u>2-1-2013</u>
Print Name:	<u>SCOTT M SPINALE</u> Title: <u>SALE'S REP</u>
Award of Contract by the County: (Official Use Only)	
By signature below, the County confirms award to the above-identified vendor under the above identified solicitation. A separate purchase order will be generated by the County to support the contract.	
Vendor awarded as:	
<input checked="" type="checkbox"/> Sole vendor	<input type="checkbox"/> Pre-qualified pool vendor based on price
<input type="checkbox"/> Pre-qualified pool vendor (spot bid)	<input type="checkbox"/> Primary vendor for items: _____
<input type="checkbox"/> Secondary vendor for items: _____	<input type="checkbox"/> Other status: _____
Signature of authorized County official:	<u>Sandra Rogers</u> Date: <u>4-12-2013</u>
Printed name:	<u>Sandra Rogers</u> Title: <u>Contracting Officer</u>

**THE FOLLOWING DOCUMENTS ARE ATTACHED**

**Attachment 1: Core Items Product List**

**Attachment 2: Recycled Content Percentages for Designated Products**

**Attachment 3: Work References**

**Attachment 4: Vendor Profile Form**

**Attachment 5: Similar Projects Form**

13-0426 Office Products

Attachment 1 - Core Items

Line Item	Prefix	Capital's Item Number	Description	UOM	Estimated Quantity	Unit Cost	Extended cost
1	ACC	72020	CLIP,BNDR,SML,.75",BLK	DZ	23	\$ 0.31	\$ 7.18
2	ACC	72380	CLIP,PPR,#1,SMTH	PK	24	\$ 1.78	\$ 42.72
3	ACC	72500	CLIP,PPR,JMB,PREM,SMTH	PK	27	\$ 8.91	\$ 240.57
4	ACC	72580	CLIP,PPR,JMB,SMTH	PK	13	\$ 4.65	\$ 60.45
5	AVE	00-166	GLUE,STICK,PERM,.28OZ	EA	12	\$ 0.30	\$ 3.60
6	AVE	00-196	GLUE,STICK,PERM,1.27OZ	EA	17	\$ 0.83	\$ 14.11
7	AVE	05711	BINDER,VIEW,3RG,ECON,1",WHT	EA	30	\$ 1.18	\$ 35.40
8	AVE	05731	BINDER,VIEW,3RG,ECON,2",WHT	EA	25	\$ 2.21	\$ 55.25
9	AVE	11121	INDEX,5TAB,INSRT,BIG TAB,COL	ST	14	\$ 0.64	\$ 8.96
10	AVE	11197	INDEX,15TAB,TOC,RDY IDX	PK	15	\$ 14.22	\$ 213.30
11	AVE	11436	INDEX,5TAB,L/I,CLR LBL,WHT	PK	16	\$ 14.55	\$ 232.80
12	AVE	16282	TAB,ADH,L/I,1.75",WHT	PK	14	\$ 3.99	\$ 55.86
13	AVE	23-285	INDEX,8TAB,L/I,COP RFD,CLR	ST	55	\$ 1.17	\$ 64.35
14	AVE	3270	SHEET,MAG,IJ,LTR	PK	16	\$ 5.67	\$ 90.72
15	AVE	5160	LABEL,MAIL,LSR,1X2-5/8,WHT	BX	13	\$ 13.24	\$ 172.12
16	AVE	59-102	TAB,PPR,RND,.5"EXT,GMD,WHT	PK	13	\$ 1.16	\$ 15.08
17	BIC	GSM11-BE	PEN,BP,STK,RND STIC,MED,BLU	DZ	33	\$ 0.80	\$ 26.40
18	BIC	GSM11-BK	PEN,BP,STK,RND STIC,MED,BLK	DZ	19	\$ 0.84	\$ 15.96
19	BIC	GSM609-BK	PEN,BP,STK,RND STIC,MED,BLK	BX	19	\$ 3.83	\$ 72.77
20	BIC	GSMG11-BE	PEN,BP,STK,URS GRP,MED,BLU	DZ	13	\$ 1.31	\$ 17.03
21	BIC	GSMG11-BK	PEN,BP,STK,URS GRP,MED,BLK	DZ	23	\$ 1.31	\$ 30.13
22	BIC	VCG11-BE	PEN,BP,RTR,ATLANTIS,MED,BLU	DZ	14	\$ 5.57	\$ 77.98
23	BIC	WOTAP10	TAPE,COR,WITE-OUT	BX	11	\$ 10.85	\$ 119.35
24	BIC	WOTAPP11	TAPE,COR,WITE-OUT	EA	12	\$ 1.21	\$ 14.52
25	EPI	E1322	GLUE,ALL PURP,4OZ,WHT	EA	12	\$ 0.88	\$ 10.56
26	EPI	E304	GLUE,SCHOOL,4OZ	EA	12	\$ 0.83	\$ 9.96
27	FEL	58021	MOUSE PAD,MED,BLU	EA	17	\$ 2.28	\$ 38.76
28	HAM	86700	PAPER,MLT-USE,LTR,20#,RECY,WHT	CT	123	\$ 30.12	\$ 3,704.76
29	HAM	86750	PAPER,MLT-USE,11X17,20#,RECY	RM	13	\$ 6.56	\$ 85.28
30	HEW	51631E	PAPER,IJ,SPECIAL,36"X150'	RL	51	\$ 49.40	\$ 2,519.40

31	ITA	30001	HIGHLIGHTER,DSK,CHSL,FL AST	ST	12	\$ 1.25	\$ 15.00
32	ITA	60232	TAPE,COR,SD-APPLY	EA	18	\$ 0.50	\$ 9.00
33	MMM	600121296	TAPE,FILM,TRANSPARENT,.5"X36YD	RL	50	\$ 1.13	\$ 56.50
34	MMM	600341296	TAPE,FILM,TRANS,3/4"X36YD	RL	20	\$ 1.51	\$ 30.20
35	MMM	653-24APVA	PAPER,PAD,POST IT,1.5X2,PST	PK	15	\$ 8.52	\$ 127.80
36	MMM	654-12SSCY	PAPER,NOTE,POST-IT,3X3,YEL	PK	15	\$ 8.40	\$ 126.00
37	MMM	654-YW	NOTE,POST-IT,3"X3",YEL	PK	20	\$ 8.08	\$ 161.60
38	MMM	655-YW	PAPER,NOTE,POST-IT,3X5,YEL	PK	11	\$ 10.76	\$ 118.36
39	MMM	684-SH	FLAG,POST-IT,"SIGN HERE",4COL	PK	14	\$ 3.14	\$ 43.96
40	MMM	686F-1	TAB,FILE,INDEX,AST,6SH/PD	PK	50	\$ 1.56	\$ 78.00
41	MMM	810-12-129	TAPE,MAGIC,1/2"X36YD,BXD	RL	12	\$ 1.28	\$ 15.36
42	MMM	810-34-129	TAPE,MAGIC,3/4"X36YD,BXD	RL	12	\$ 1.66	\$ 19.92
43	MMM	810P10K	TAPE,MAGIC,.75X1M,CLR	PK	10	\$ 13.67	\$ 136.70
44	MMM	845-3	TAPE,BOOK,TRANS,3"X15YD	RL	38	\$ 6.86	\$ 260.68
45	PAC	101188	CARD STOCK,CLSC,LTR,WHT	PK	42	\$ 6.44	\$ 270.48
46	PAP	3331131	PEN,BP,STK,W BROS,MED,BLK	DZ	79	\$ 1.04	\$ 82.16
47	PAP	89466	PEN,BP,RTR,PFL,BLD,BLU	DZ	11	\$ 6.42	\$ 70.62
48	PEN	50-HB	LEAD,PCL,SUP,.7MM,HB	PK	12	\$ 0.44	\$ 5.28
49	PEN	BL77-C	PEN,GEL,RTR,ENERGL DLX,MED,BLU	EA	48	\$ 1.44	\$ 69.12
50	PEN	BLN77-C	PEN,GEL,RTR,ENERGL DLX,MED,BLU	EA	28	\$ 1.44	\$ 40.32
51	PEN	C505-2B	LEAD,PCL,SUP,.5MM,2B	PK	12	\$ 0.46	\$ 5.52
52	PEN	C505-HB	LEAD,PCL,SUP,.5MM,HB	PK	16	\$ 0.44	\$ 7.04
53	PIL	26067	PEN,RB,RTR,V7,PV7R,FN,BLK	EA	12	\$ 1.10	\$ 13.20
54	PIL	26068	PEN,RB,RTR,V7,PV7R,FN,BLU	EA	12	\$ 1.10	\$ 13.20
55	PIL	26069	PEN,RB,RTR,V7,PV7R,FN,RED	EA	24	\$ 1.11	\$ 26.64
56	PIL	30006	PEN,BP,RTR,BP145,MED,BLU	DZ	13	\$ 9.30	\$ 120.90
57	PIL	31021	PEN,GEL,RTR,G2,G27,FN,BLU	DZ	20	\$ 9.10	\$ 182.00
58	PIL	32221	PEN,BP,RTR,EZTCH,EZR,MED,BLU	DZ	15	\$ 6.04	\$ 90.60
59	PIL	35335	PEN,RB,V5,PV5,XF,BLU	DZ	11	\$ 9.79	\$ 107.69
60	PMC	05058	PEN,CNTR,REFL,CHN,BLK	EA	12	\$ 1.00	\$ 12.00
61	QUA	90120	ENVELOPE,#10,24#,WIN,WW	BX	10	\$ 15.72	\$ 157.20
62	RTG	31010	TAB,WRITE-ON,BLNK,WHT	PK	11	\$ 3.98	\$ 43.78
63	RTG	81014	FLAG,ARROW,SIGN HERE,YEL	PK	42	\$ 2.47	\$ 103.74
64	SAN	30001	MARKER,PERM,SHARPIE,FN,BLK	DZ	29	\$ 5.63	\$ 163.27

65	SAN	32001	MARKER,PERM,SHARPIE,2TIP,BLK	EA	24	\$ 0.87	\$ 20.88
66	SAN	40174	PEN,GEL,BP,JTSTRM,MED,BLU	EA	12	\$ 1.15	\$ 13.80
67	SAN	61232	PEN,RB,VSN ELT,MED,BLU	EA	24	\$ 1.35	\$ 32.40
68	SAN	62153	PEN,BP,RTR,JTSTRM,FN,BLU	EA	40	\$ 1.32	\$ 52.80
69	SAN	65870	PEN,GEL,RTR,207 IMPACT,BLD,BLK	EA	24	\$ 1.29	\$ 30.96
70	SAN	65871	PEN,GEL,RTR,207 IMPACT,BLD,BLU	EA	12	\$ 1.29	\$ 15.48
71	SAN	65872	PEN,GEL,RTR,207 IMPACT,BLD,RED	EA	12	\$ 1.35	\$ 16.20
72	SAN	69024	PEN,RB,VSNELT,FN,BLU	EA	12	\$ 1.35	\$ 16.20
73	SAN	69025	PEN,RB,VSNELT,FN,PUR	EA	24	\$ 1.35	\$ 32.40
74	SAN	73833	PEN,RB,RTR,JTSTRM,BLD,BLU	EA	14	\$ 1.42	\$ 19.88
75	SAN	73834	PEN,RB,RTR,JTSTRM,BLD,RED	EA	18	\$ 1.43	\$ 25.74
76	SMD	10330	FOLDER,LTR,1/3,11PT,MAN	BX	46	\$ 6.28	\$ 288.88
77	SMD	14537	FOLDER,FSTNR,LTR,1/3,2K1/3,MAN	BX	40	\$ 15.04	\$ 601.60
78	SMD	73892	POCKET,LTR,STRT,3.5",AST	PK	16	\$ 6.48	\$ 103.68
79	SMD	74234	POCKET,LGL,STRT,5.25",RR	BX	10	\$ 9.20	\$ 92.00
80	SPR	01604	CLIP,GEM,VNL,JUMBO,AST	BX	11	\$ 0.94	\$ 10.34
81	SWI	35108	STAPLES,STD,SF1	BX	16	\$ 0.58	\$ 9.28
82	SWI	35450	STAPLES,STD,SPDPT,SF4	BX	11	\$ 1.54	\$ 16.94
83	TOM	68620	TAPE,COR,MONO,1LN	EA	81	\$ 1.24	\$ 100.44
84	TOM	68666	TAPE REFL,COR,MONO,1LN,F/68665	EA	12	\$ 1.28	\$ 15.36
85	TOP	63631	PAPER,PAD,LGL,LR,TOP WB,WHT	EA	11	\$ 3.32	\$ 36.52
86	TOP	8001	BOOK,STENO,6X9,GRG,GRN	EA	12	\$ 0.78	\$ 9.36
87	TOP	80264	BOOK,STENO,6X9,GRG,ORC	PK	13	\$ 6.60	\$ 85.80

**Total Cost of Core Items \$ 12,486.11**

## Attachment 2

**Mandatory: Recycled Content Percentages for Designated Products**

All products listed on this table SHALL be offered ONLY as a recycled product to County purchasers on the contract and shall contain at least the minimum percentage of post-consumer recycled (PCRC) content indicated below for each item. As a result, the awarded vendor shall agree to work with the County to determine the most efficient method restricting their purchase wherever offered as a non-recycled item in the catalog.

Item	Minimum % PCRC	Item	Minimum % PCRC
<b>Office Paper Products</b>		Printed paper (green bar)	10%
Adding Machine Rolls	20%	Record books, columnar	10%
Appointment Books	20%	Report covers, w/f fasteners	10%
Calendars/Refills	10%	Report covers, paper	15%
Desk Pads/Blotters	35%	Report covers, pressboard	30%
Envelopes, all	20%	Report covers, punchless	10%
Post-its and fax post-its	20%	Report binders, presentation	10%
Pads - All, lined, unlined	10%	Ring binders, pressboard	30%
Pads, Telephone message	10%	<b>Paperboard/Packing Products</b>	
File folders, hanging	10%	Card/fiberboard file boxes - All	50%
File folders & pockets, manilla	10%	Cardboard diskette mailer	35%
File folders & pockets, colored	10%	Cardboard recycling boxes	50% - 100%
File guides, manilla & pressboard	10%	<b>Non-Paper Office Products</b>	
Files, expanding	10%	Binders/plastic (poly-flex)	20%
File storage boxes	35%	Printer Toner Cartridges	Remanufactured
Files, storage, drawers	35%	Printer supplies	Remanufactured
Filler paper, ruled	10%	Stackable trays & racks/steel	30% - 100%
Flip charts	10%	Stackable trays, plastic	25%
Folders, expanding wallet and box bottom	10%	Recycling receptacles	30% - 100%
Forms, message	10%	Report covers, color, plastic	25%
Index cards	10%	Report covers, leatherette	10%
Mailers, padded	50%	Ruler/plastic	20%
Folders, hanging	10%	Wastebasket/plastic - All	10%
Notebooks and steno	10%	PAK Bubble roll/plastic	30%
Paper types: Copy, bond, typing, stationary, writing	20%		
Pocket portfolios w/ fasteners	10%		
Pressboard folders	20%		

## ATTACHMENT 3 - WORK REFERENCES

Agency	HALIFAX HOSPITAL
Address	303 N. Clyde Morris Blvd
City,State,ZIP	Daytona Bch. FL. 32120-2830
Contact Person	Laura Purdy
Telephone	386-254-4175
Date(s) of Service	04-04-05
Type of Service	OFFICE SUPPLIES
Comments:	DESK TOP DELIVERY

Agency	ST. ATTORNEY'S OFFICE
Address	251 N. Ridgewood Ave.
City,State,ZIP	Daytona Bch. FL. 32114-7505
Contact Person	CHRISTINE PRIDGEN
Telephone	386-239-7815
Date(s) of Service	08-06-1990
Type of Service	OFFICE SUPPLIES
Comments:	

Agency	Orange County Sheriff Office
Address	2500 W. Colonial Dr.
City,State,ZIP	Orlando FL. 32804
Contact Person	Donna Allen / Sue Roberts
Telephone	407-254-7131
Date(s) of Service	07-05-06
Type of Service	OFFICE SUPPLIES
Comments:	40+ DEPT'S

ATTACHMENT 4 - VENDOR PROFILE FORM

<p>1. Bidder Name &amp; Address:</p> <p>CAPITAL OFFICE PRODUCTS                  210 FENTRESS BLVD                  DAYTONA BCH. FL. 32114</p>	<p>1d. Licensed to do business in the State of Florida?</p> <p><input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>1a. FEIN #</p> <p>59-2952143</p>	<p>1e. Name, Title &amp; Telephone Number of Principal to Contact</p> <p>SCOTT M SPINALE                  SALES REP                  386-566-0725</p>
<p>1b. Year Firm was established <u>6-16-1989</u></p> <p>1c. Are you a "Not for Profit" 501(c)(3) organization?</p> <p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p> <p>If you answered yes, please provide proof.</p>	<p>1f. Address of office to perform work, if different from Item 1</p>
<p>2. Please list the key personnel that your firm will commit to the County project and attach a copy of each key person's resume.</p> <p>THOMAS PATTON - CEO                  SCOTT SPINALE - SALES REP                  GASHLEY WARREN - INSIDE SALES CONTACT                  JENNIFER GUNDLACH - I.T. SUPERVISOR</p>	
<p>3. The foregoing is a statement of facts.</p> <p>Signature: <u>Scott Spinale</u> Date: <u>2-1-2013</u></p> <p><u>SCOTT M SPINALE</u> <u>SALES REP</u>                  (Typed or Printed Name) (Title)</p>	

ATTACHMENT 5 - SIMILAR PROJECTS FORM

Work by firm or individual which best illustrates current qualifications relevant to the County's project that has been/is being accomplished by personnel that shall be assigned to the County's project. List no more than ten (10) projects. (This form may be reproduced.)

<p><u>Project Name, Entity Name, Address &amp; Location</u></p> <p>Lake County B.C.C.</p>	<p><u>Contact Person:</u></p> <p>Sandra Rogers</p>
<p><u>Completion Date (Actual or Estimated)</u> 2009 - 2013</p> <p><u>Project Cost:</u> \$ 520,000.<sup>00</sup></p>	<p><u>Title:</u> Purchasing mg</p> <p><u>Telephone Number</u></p>
<p><u>Scope of Entire Project:</u> List the tasks accomplished (Attach samples of deliverables, outlines or descriptions of items).</p> <p>HOLD CURRENT CONTRACT</p>	
<p><u>Firm's personnel (name/project assignment) that worked on the stated project that shall be assigned to the County's project.</u></p> <p>SCOTT M SPINALE          ASHLEY WARREN          SEMI-FE GUNOLACH          TOM PATTON</p>	