

**Lee County Board Of County Commissioners
Agenda Item Summary**

Blue Sheet No. 20040537

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Project # PB040432, for the Community Development Department, for the utilization (piggyback) of the Seminole County Proposal # RFP-4183-03/JVP, which has gone through their competitive bidding process, for Document Scanning of Paper Files and was awarded to The D.R.S. Group Inc., for the prices as listed on their quote. The initial quote term is for three years from 6/23/03 to 6/22/06, and also has the option to renew for two additional one-year periods. Also request permission to continue this piggyback if Seminole County renews the contract for the two additional one-year periods.

WHY ACTION IS NECESSARY: Board approval is required because this expenditure will exceed \$50,000.

WHAT ACTION ACCOMPLISHES: Allows the Community Development Department to purchase electronic document conversion services in a cost effective, efficient, and timely manner.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C4B

3. MEETING DATE:

05-25-2004

4. AGENDA:

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE ORDINANCE
- ADMIN. CODE AC-4-1
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Community Development
 - C. DIVISION Mary Gibbs
- BY: Mary Gibbs

BACKGROUND: The Community Development Department is currently utilizing a Florida State Negotiated Purchasing Agreement (SNAPS) with the DRS Group, but this contract will terminate the end of May. By piggybacking Seminole County's quote, Community Development will be able to continue the service with the DRS Group without interruption. Funding will come from the individual department's budget who will be responsible for monitoring their own expenditures.

Please see attachments:

- (1) Department Request to Piggyback Proposal
- (2) Tabulation Sheet for Proposal
- (3) Seminole County's Specifications and Addendums
- (4) The D.R.S. Group Inc.'s Proposal
- (5) Permission Letter from The DRS Group to Piggyback Quote
- (6) Copy of the Contract between The DRS Group and Seminole County

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services			G County Manager	
<i>Mary Gibbs</i>	<i>Janet Sheehan 4-29-04 E. Pflaumner</i>			<i>AOE 4/30/04</i>	<i>OA 5/3/04</i>	<i>OM 5/4/04</i>	<i>Risk 5/4/04</i>	<i>GC 5/4/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *4/30/04*
Time: *12:28 PM*
Forwarded To: *Co. Admin.
4/30/04*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
04/30/04
3:20 PM
COUNTY ADMIN
FORWARDED TO: *PA*
5-5-04
[Signature]

BAH

MEMORANDUM
FROM THE
DEPARTMENT OF
COMMUNITY DEVELOPMENT

DATE: April 16, 2004

To: Janet Sheehan
Purchasing Director

FROM: *Mary Gibbs*
Mary Gibbs, Director

RE: Quote #EX030647, Electronic Document Conversion

Our Purchase Order for these services (PO# 50682) was issued utilizing SNAPS Agreement #2501992-4. It is our understanding that this agreement is expiring 5/30/04, and will not be renewed.

As a follow up to Earl Pflaumer's 4/13/04 memo (see attached), we would like Purchasing to initiate a bluesheet on our behalf to accommodate our continued need for these services. Our anticipated expenditures will exceed \$50,000 each year. Please utilize a piggyback on Seminole County's quote, RFP-4183-03/JVP, for Document Scanning of Paper Files. The vendor for this quote, DRS Group, is the vendor we are currently using for the same services. This procurement option would provide us with a "seamless" transition from the SNAPS agreement to the piggyback.

Funding for these services will be from various Community Development Operating budgets.

Thank you, and please contact Karen Hutcherson or Peter Cloutier if you have any questions.

Copy: Earl Pflaumer
Karen Hutcherson
Peter Cloutier

04 APR 20 AM 8:44

ATTACHMENT # 2

BID NO.: RFP-4183-03/JVP	RESPONSE #1	RESPONSE #2	RESPONSE #3	RESPONSE #4	RESPONSE #5	RESPONSE #6
BID TABULATION SHEET						
POSTING TIME/DATE: 03/19/03						
FROM: 03/19/03						
UNTL: Recommendation						
Page 1 of 1						
The DRS Group	Portal Technologies	Aptitude Solutions	ACS	Horizontech Inc.	Lason Systems Inc.	
600 Technology Dr.	1006 Windward Ridge	497 E. Semoran Blvd	4209 Vineland Rd.	309 Long Ave.	5715 NW 158th St.	
Suite # 104	Alpharetta, Georgia	Suite # 135	Suite # 1-2	Roxboro, N.C.	Miami Lakes, Fla.	
Lake Mary, Florida	Casselberry, Florida	Orlando, Florida				
Document Scanning						
Total Cost	\$325,596.00	\$332,105.00	\$351,210.00	\$484,905.00	\$525,400.00	\$593,105.00
Opened by: J. Perry						

<p>Submit Proposal to:</p> <p style="text-align: center;">SEMINOLE COUNTY SERVICES BUILDING 1101 E. 1st Street, Room 3208 Sanford, Florida 32771-1468</p> <p style="text-align: center;">Attn.: Purchasing</p>	<p>REQUEST FOR PROPOSALS</p> <p>RFP-4183-03/JVP TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES</p>
<p>Contact: Jacqui Perry, CPPB, Sr. Buyer, E-mail: jvperry@co.seminole.fl.us or Phone: (407) 665-7114</p>	<p>PROPOSER NAME: _____ _____ _____</p>
<p>Location of Public Opening: County Services Building, Room 3223, 1101 E. 1st Street, Sanford, Florida 32771</p> <p>Proposal Due Date & Time: March 19, 2003 @ 2:00 p.m.</p>	<p>MAILING ADDRESS: _____ _____ _____ _____ _____ _____</p>
	<p>Email Address: _____ Phone#: _____</p>

REQUEST FOR PROPOSALS
GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR PROPOSERS

These documents constitute the complete set of terms and conditions, specification requirements, and proposal forms. All proposal sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Proposer's name, return address, the date and time of proposal opening, the proposal number and title. Proposals not submitted on the enclosed Proposal Form shall be rejected. **PROPOSERS SHALL SUBMIT SIX (6) COMPLETE SETS (ONE (1) ORIGINAL AND FIVE (5) COPIES) OF THEIR PROPOSAL, COMPLETE WITH ALL SUPPORTING DOCUMENTATION.** SUBMITTAL OF A PROPOSAL IN RESPONSE TO THIS REQUEST FOR PROPOSALS CONSTITUTES AN OFFER BY THE PROPOSER. Proposals that do not comply with these requirements may be rejected at the option of the County.

RESPONDENT / RECOMMENDATION OF AWARD INFORMATION: Please visit our website at www.co.seminole.fl.us, this information is posted on the website 24 hours after proposal opening

CONTACT: All prospective Offerors are hereby instructed not to contact any member of the Seminole County Board of County Commissioners, County Manager, or Seminole County Staff member other than the noted contact person regarding this Request for Proposals or their proposal at any time during the proposal process. Any such contact shall be cause for rejection of your proposal.

DELAYS: The County, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the County to do so. The County will notify Offerors of all changes in scheduled due dates by written addendum.

EXECUTION OF PROPOSAL: Proposal must contain a manual signature, in ink, of an authorized representative, who has the legal ability to bind the Proposer in contractual obligations in the space provided on the Proposal Response

Form. Failure to properly sign the Proposal shall invalidate it, and it shall not be considered for award. Proposals must be typed or legibly printed in ink. Use of erasable ink is not permitted. All corrections made by Proposer to any part of the proposal document must be initialed in ink. The original proposal conditions and specifications cannot be changed or altered in any way. Altered proposals will not be considered. Clarification of proposals submitted shall be in letter form, signed by Offerors and attached to the proposal.

ADDENDUM: The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Proposal Documents, in the form of a written addendum. Should revisions to the Proposal Documents become necessary, the County will post a written addendum to the Purchasing Division's website

(www.co.seminole.fl.us/business/purchasing). All addenda will be posted at least seven days before proposal closing.

ALL OFFERORS SHOULD CHECK THE COUNTY'S WEBSITE LESS THAN SEVEN (7) CALENDAR DAYS BEFORE THE PROPOSAL OPENING DATE TO ASCERTAIN WHETHER ANY ADDENDUM HAVE BEEN ISSUED. FAILURE TO DO SO COULD RESULT IN REJECTION OF THE PROPOSAL AS UNRESPONSIVE.

Previous addenda are deemed received when a subsequent addendum is acknowledged. It is the Offerors' responsibility to contact the County in the event that a previous addendum is not received. Latest addendum shall be signed and returned with the proposal as acknowledgment of addendum.

PROPOSER INFORMATION: Proposer shall complete either the "Corporate Authority", "Joint Venture", "Sole Proprietorship", or "Partnership" portion of the Proposer Information Sheet, whichever part applies, and include with their proposal submittal.

JOINT VENTURES: Proposals submitted by firms under "joint venture" arrangements or other multi-party agreements must submit a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from negotiation/award of this Request for Proposals. Purchase orders will only be issued to the primary vendor within the partnership.

ECONOMIC PRICE ADJUSTMENTS: The County acknowledges that prices may fluctuate from time to time. Accordingly an escalator/de-escalator clause will be accepted only under the following conditions:

1. Price increase(s) and price decrease(s) comparable to documented manufacturer's price changes or changes in industry-related indices.
2. Receipt of proper notification, to Purchasing, in writing, of all items affected by price increases/decreases.
3. Where all prices shall have remained firm a minimum of 90 calendar days after effective date of contract.
4. All price increases(s) and decreases(s) to be approved by the County's Purchasing Manager.

PROPOSAL PREPARATION COSTS: Neither the COUNTY nor its representatives shall be liable for any expenses incurred in connection with preparation of a response to this Request for Proposals. Offerors should prepare their proposals simply and economically, providing all information and prices as required.

TAXES: The County is exempt from Federal Excise and State Sales Taxes on direct purchases of tangible personal property. The County's exemption numbers are on the face of the purchase order. If requested, the Purchasing Manager will provide an exemption certificate to the awarded Proposer. (A copy is included as the inside back cover of the Vendor Guide.) Vendors/contractors doing business with the County shall **not** be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County nor shall any Vendor/Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

CERTIFICATION OF INDEPENDENT PRICE: By submission of this proposal, the Proposer certifies, and in the case of a

joint proposal each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this proposal have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly to any other Proposer or to any competitor.
3. No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
4. Proposer agrees that supplies/services furnished regarding this offer, if awarded, shall be covered by the most favorable commercial warranties the Proposer gives to any customer for such supplies services and that rights and remedies provided herein are in addition to and do not limit any rights offered to the County by any other provision of the proposal award.

INTERPRETATIONS: All Offerors shall carefully examine the Proposal Documents. Any ambiguities or inconsistencies shall be brought to the attention of the County in writing prior to the opening of Proposals; failure to do so, on the part of the Proposer, will constitute an acceptance by the Proposer of any subsequent decision. Any questions concerning the intent, meaning and interpretations of the Proposal Documents shall be requested in writing, and received by the County at least seven (7) calendar days prior to the Proposal Opening. Inquires shall be addressed to the attention of the Contact person as indicated on Page 1. No person is authorized to give oral interpretations of, or make oral changes to, the proposal. Therefore, oral statements given before the proposal opening will not be binding. Any interpretation of, or changes to, the proposal will be made in the form of a written Addendum to the proposal and will be furnished to all Offerors. Receipt of all addenda shall be acknowledged by the Offerors by signing and enclosing said addenda with their proposal.

USE OF TRADE NAMES: Specifications used are intended to be open and non-restrictive. Any reference to brand name or number shall not be construed as Restricting to that manufacturer, but is used as a minimum standard of quality. When no reference or change is made on the proposal by a Proposer, it is understood that the specific brand item named on the Proposal shall be furnished by the Proposer. If proposing on other than the make, model, brand or number as shown, and offered as an equal, complete technical information, specifications manufacturer's name and catalog reference must be clearly stated on the Proposal Response or attached letter. Any deviation between brand offered and brand specified must also be clearly indicated.

TECHNICAL ACCPETPABILITY OF TRADE NAME

PROPOSED: If offering other than the trade name specified, explain in detail the differences between the equipment proposed and the equipment specified. Also explain what impact may be anticipated in performance of the equipment. These explanations must be provided on specification sheet or on company letterhead, and attached to your proposal. The County will determine if the brands offered are technically acceptable. Failure to comply may result in disqualification of your proposal. All exceptions shall be stated no matter how

seemingly minor. Any exceptions not taken shall be assumed by the purchaser to be included in the proposal, regardless of the cost to the proposer.

DELIVERY: Unless actual date is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order or contract in space provided. Delivery time may be a basis for making of award. Delivery shall be during the normal working hours of the user department, Monday through Friday, unless otherwise specified and incorporated into contract or purchase order document. Delivery shall be to the location specified in the proposal specifications. **F.O.B. POINT:** The F.O.B. point shall be destination. Proposal responses showing other than F.O.B. Destination will not be accepted. The price proposed shall include all costs of loading, transporting, and delivery to designated point(s) within Seminole County.

INVOICING AND PAYMENT: Payment for any and all invoice(s) that may arise as a result of a contract or purchase order issued pursuant to this proposal specification shall minimally meet the following conditions to be considered as a valid payment request:

A timely submission of a properly certified invoice(s), in strict accordance with the price(s) and delivery elements as stipulated in the contract or purchase order document, and be submitted to the Clerk, BCC, at the address as stipulated on the Purchase Order.

All invoices submitted shall consist of an original and one (1) copy; clearly reference the subject contract or purchase order number; provide a sufficient salient description to identify goods or service for which payment is requested; contain date of delivery; original or legible copy of signed delivery receipt including both manual signature and printed name of a designated County employee or authorized agent; be clearly marked as "partial", "complete" or "final" invoice. The County will accept partial deliveries.

The invoice shall contain the Proposer's Federal Employer Identification Number (F.E.I.N.).

The County's terms are "Net 30 Days" after acceptance of goods or services and receipt of an acceptable invoice as described herein. Any discounts must be offered on the Proposal Response Form.

Payment for accepted equipment, supplies, or services will be accomplished by submission of an invoice, in duplicate, to: Clerk, BCC, P.O. Drawer Q, Sanford, Florida 32772. Invoice must reflect purchase order number.

ADDITIONAL TERMS AND CONDITIONS: Unless expressly accepted by the County, only the terms and conditions in this document shall apply. No additional terms and conditions included with the proposal response shall be considered. Any and all such additional terms and conditions shall have no force and effect, and are inapplicable to this proposal if submitted either purposely through intent or design, or inadvertently appearing separately in transmittal letters, specifications, literature, price lists or warranties. It is understood and agreed that the general and/or any special conditions in these Proposal Documents are the only conditions applicable to this proposal and the Proposer's authorized signature on the Proposal Response Form attests to this. Exceptions to the terms and conditions will not be accepted.

CONFLICT OF INTEREST: All Offerors must disclose with their proposal the name of any officer, director, or agent who is also an employee of the County. All Offerors must disclose the name of any County employee who owns, directly or indirectly,

an interest of five percent (5%) or more in the Proposer's firm or any of its branches.

COMPLIANCE WITH OCCUPATIONAL SAFETY AND

HEALTH: Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all applicable O.S.H.A. requirements. Proposer further certifies that, if he/she is the successful Proposer, and the material, equipment, etc., delivered is subsequently found to be defective in any applicable O.S.H.A. requirement in effect on the date of delivery, all costs necessary to comply with the requirements shall be borne by the Proposer.

PERMITS/LICENSES/FEE: Any permits, licenses, or fees required will be the responsibility of the Contractor, no separate or additional payment will be made. Adherence to all applicable code regulations (Federal, State, County, and City) is the responsibility of the Contractor.

LEGAL REQUIREMENTS: Offerors are required to comply with all provisions of Federal, State, County and local laws and ordinances, rules and regulations, that are applicable to the items being proposal. Lack of knowledge by the Proposer shall in no way be a cause for relief from responsibility, or constitute a cognizable defense against the legal effect thereof.

EEO STATEMENT: The County is committed to assuring equal opportunity in the award of contracts, and, therefore complies with all laws prohibiting discrimination on the basis of race, color, religion, national origin, age or sex.

MINORITY/WOMEN BUSINESS ENTERPRISES (M/WBE):

An M/WBE is a business entity which is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanics, women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others. An M/WBE wishing to participate in the County procurement process may contact the Purchasing Division for information and assistance.

DISCOUNTS: Cash discounts for prompt payment shall not be considered in determining the lowest net cost for proposal evaluation purposes.

NO PROPOSAL: If not submitting a proposal, respond by returning only the Statement of No Proposal, and give the reason in the space provided. Failure to respond three (3) times in succession without justification may be cause for removal of the Offerors name from the mailing list.

PROPOSAL OPENING: Shall be public, at the above address, on the date and at the time specified above. The proposal time shall be scrupulously observed. Under no circumstances shall proposals delivered after the time specified be considered; such proposals will be returned unopened. The County will not be responsible for late deliveries or delayed mail. The time/date stamp clock located in the Purchasing Division shall serve as the official authority to determine lateness of any proposal. It is the Offerors sole responsibility to assure that his/her proposal is complete and delivered at the proper time and place of the proposal opening. Proposals that for any reason are not so delivered will not be considered. Offers by facsimile, telegram or telephone are not acceptable. The Proposer may NOT alter a proposal after opening of the proposals. Only the Offerors' names shall be read aloud at the Public Proposal Opening. Prices will not be addressed at that time.

Persons with disabilities needing assistance to participate in the Public Proposal Opening should call the contact person at least 48 hours in advance of the meeting at the number provided.

MISTAKES IN PROPOSAL: Offerors are expected to examine the terms and conditions, specifications, delivery schedule, proposal prices, extensions and all instructions pertaining to supplies and services. **FAILURE TO DO SO WILL BE AT PROPOSER'S RISK.** In the event of extension error(s), the unit price will prevail and the Proposer's total offer will be corrected accordingly. Written amounts shall take precedence over numerical amounts. In the event of addition errors(s), the unit price, and extension thereof, will prevail and the Proposer's total offer will be corrected accordingly. Proposals having erasures or corrections must be initialed in ink by the Proposer.

DISQUALIFICATION OF PROPOSER: More than one proposal from an individual, firm, partnership, corporation, or association under the same or different names will not be considered. Reasonable grounds for believing that a Proposer is involved in more than one proposal submittal will be cause for rejection of all proposals in which such Offerors are believed to be involved. Any or all proposals will be rejected if there is reason to believe that collusion exists between Offerors. Proposals in which the prices obviously are unbalanced will be subject to rejection.

PROPOSAL EXTENSION: The period of time for acceptance of the proposals submitted, including all terms and conditions of the Proposal Documents, may be extended by mutual agreement in writing.

BASIS FOR AWARD: The award will be made to the low priced, technically acceptable, responsive, responsible proposal. The award determination will be based on the evaluation criteria included in this RFP.

RESPONSIBILITY: A Proposer must have at the time of proposal opening, a manufacturing plant in operation, or be a fully authorized agent or representative of the product proposed, and capable of producing or providing the items proposed, and follow-up parts and service, including any warranty services as applicable, and so provide such certification upon request. The County reserves the right, before award, to require a Proposer to submit such evidence of his qualifications as it may deem necessary, and may consider any evidence available such as financial, technical, and other qualifications and abilities of the Proposer, including past performance (experience) with the County. This information will be used to determine the Proposer's responsibility.

FACILITIES: The County reserves the right to inspect the Proposer's facilities at any reasonable time, during normal working hours, to determine that Proposer has a bona fide place of business, and is a responsible Proposer.

DRUG-FREE WORKPLACE: Preference shall be given to business with Drug-Free Work Place (DFW) programs. Whenever two or more proposals which are equal with respect to price, quality, and service are received by the County for the procurement of commodities or contractual services, a proposal received from a business that completes the attached DFW form certifying that it is a DFW shall be given preference in the award process.

POSTING OF PROPOSAL AWARD: Recommendation for award will be posted for review by interested parties at the Purchasing Division prior to submission to the appropriate level of authority for final approval of award, and will remain posted for a period of five (5) working days.

PROTESTS: Any Proposer who disputes the proposal selection or contract award recommendation shall file such protest according to the proposal protest procedures specified in the Seminole County Purchasing Code. Failure to file a protest to the Purchasing Manager within the time prescribed in the County's Purchasing Code, shall constitute a waiver of proceedings. The Purchasing Code is available at our website (www.co.seminole.fl.us/business/purchasing).

ACCEPTANCE / REJECTION OF PROPOSALS: Seminole County reserves the right to accept or reject any or all proposals and to make the award to that Proposer, who in the opinion of the County will be in the best interest of and/or the most advantageous to the County. Seminole County also reserves the right to reject the proposal of any vendor who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. Seminole County reserves the right to inspect all facilities of Offerors in order to make a determination as to the foregoing. Seminole County reserves the right to waive any irregularities, informalities, and technicalities in offers received, and may, at its discretion, request a re-proposal, or abandon the project/procurement in its entirety.

AWARD: As the best interest of the County may require, the right is reserved to make award(s) by individual item, group of items, "All or None", or a combination thereof; with one or more suppliers; to reject any or all proposals, or waive any minor irregularity or technicality in proposals received, and may, at its sole discretion, request a re-proposal, or abandon the project in its entirety. Offerors are cautioned to make no assumption until the County has entered into a contract or issued a purchase order.

PUBLIC RECORDS: Upon award recommendation or ten (10) days after opening, whichever is earlier, proposals become "public records" and shall be subject to public disclosure consistent with Chapter 119.07(3)(o), Florida Statutes. Offerors must invoke the exemptions to disclosure provided by law in the response to the RFP, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. Proposals may be reviewed at the County Services Building, County Commission Records Office, 2nd Floor, Room 2204.

CONTRACTUAL AGREEMENT: The terms, conditions, and provisions in this Request for Proposals shall be merged into the final contract or purchase order. The order of precedence will be general law, the purchase order or contract, Request for Proposals, and response. Any and all legal action necessary to enforce a contract or purchase order will be interpreted according to the laws of Florida. The venue shall be Seminole County, Florida.

METHOD OF ORDERING: Items/services shall be ordered via individual purchase orders, release orders, blanket purchase orders or the procurement card on an "as needed" basis for the term of the contract. Invoices must be submitted against each individual purchase order, release order, or blanket purchase order.

QUANTITIES: Seminole County will not be held to any maximum or minimum purchase quantities as a result of this solicitation and/or resulting contract. Seminole County reserves the right to purchase any, all, or none, of its requirements from vendors awarded a contract as a result of this Request for Proposals. All quantities as shown are approximate and no guarantee is made that any materials will be purchased.

AS SPECIFIED: A purchase order or blanket purchase order will be issued to the Contractor(s) with the understanding that all items delivered must meet the specifications herein. Items delivered not as specified will be picked up by the Proposer at no expense to the County. The County may return, for full credit, any unused items received which fail to meet the County's Performance Standards. Replacement items meeting specifications shall be submitted within a reasonable time of rejection of the non-conforming items.

At the option of the County, item(s) from any delivery may be submitted to an independent testing laboratory to determine conformity to respective specifications. Offerors shall assume full responsibility for payment of any and all charges for testing and analysis of any product offered or delivered that does not conform to the minimum required specifications.

ADJUSTMENTS / CHANGES / DEVIATIONS: No adjustments, changes or deviations shall be accepted on any item unless conditions or specifications of a proposal expressly so provide. Any other adjustments, changes or deviations shall require prior written approval, and shall be binding **ONLY** if issued by the County's Purchasing Division. The Proposer shall bear sole responsibility for any and all costs of claims arising from any adjustments, changes or deviations not properly executed as required herein.

GOVERNMENTAL RESTRICTIONS: In the event that any governmental restrictions are imposed which would necessitate alteration of the material quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the Proposer to notify the Purchasing Division at once, indicating in his/her letter the specific regulation which required an alteration, including any price adjustments occasioned thereby. The County reserves the right to accept such alteration or to cancel the contract or purchase order at no further expense to the County.

INSURANCE: The awarded Proposer(s) shall maintain insurance coverage reflecting at least the minimum amounts and conditions specified in the attached Sample Contract or the Special Terms and Conditions. In the event the Proposer is a governmental entity or a self-insured organization, different insurance requirements may apply. Misrepresentation of any material fact, whether intentional or not, regarding the Offerors insurance coverage, policies or capabilities may be grounds for rejection of the proposal and rescission of any ensuing Purchase Order or contract.

INDEMNIFICATION: The Proposer, without exemption, shall indemnify and save harmless, the County, its employees and/or any of its Board Members from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or item manufactured by the Proposer. Further, if such a claim is made, or is pending, the Proposer may, at its option and expense, procure for the County the right to use, replace or

modify the item to render it non-infringing. If none of the alternatives are reasonably available, the County agrees to return the article on request to the Proposer and receive reimbursement. If the Proposer used any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood, without exception, that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

ADVERTISING: In submitting a proposal, Proposer agrees not to use the results therefrom as a part of any commercial advertising, without the express written approval, by the appropriate level of authority within the County.

ASSIGNMENT: Any purchase order or contract issued pursuant to this Request for Proposals and the monies which may become due hereunder are not assignable except with the prior written approval of the County, through the Purchasing Division.

TERMINATION: If either product or service does not comply with specifications as stated herein or fails to meet the County's performance standards, the Contractor shall be given reasonable time to correct all deficiencies. Failure to remedy such deficiencies within a reasonable time shall result in immediate cancellation of the contract and (a) assessment of liquidated damages or (b) cover in accordance with the Uniform Commercial Code. Termination in this manner may result in suspension of the Contractor from the Offerors list for a period of up to 3 years.

The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

PURCHASING AGREEMENTS WITH OTHER GOVERNMENT AGENCIES: All Offerors submitting a response to this Request for Proposals agree that such response also constitutes a proposal to all governmental agencies within Seminole, Brevard, Lake, Orange, Osceola, and Volusia Counties, under the same conditions, for the same contract price, and for the same effective period as this proposal, should the Proposer feel it is in their best interest to do so.

Each governmental agency desiring to accept these proposals, and make an award thereof, shall do so independently of any other governmental agency. Each agency shall be responsible for its own purchases and each shall be liable only for materials and/or services ordered and received by it, and no agency assumes any liability by virtue of this proposal.

This agreement in no way restricts or interferes with the right of any governmental agency to re-proposal any or all items.

ANY AND ALL SPECIAL TERMS AND CONDITIONS, TECHNICAL REQUIREMENTS, SCOPE OF WORK OR SPECIFICATIONS ATTACHED HERETO WHICH VARY FROM THESE GENERAL CONDITIONS SHALL HAVE PRECEDENCE

Special Terms & Conditions

CONTRACT TERM/RENEWAL/TERMINATION

- a. The contract resulting from this request of proposal shall commence upon execution by both parties and extend for a period of thirty six (36) months. The contract may be renewed for two additional twelve (12) month periods, up to a maximum sixty (60) months upon mutual agreement of both parties. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an addendum to this contract and such addendum shall be executed by both parties. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners, a continuing county requirement and satisfactory performance.
- b. The initiating County department(s) shall issue release (purchase) orders against the term contract on an "as needed" basis.
- c. The contract may be canceled by the Contractor, for good cause, upon ninety (90) days prior written notice.
- d. The County retains the right to terminate the contract, with or without good cause, upon thirty (30) days prior written notice.
- e. In the event of termination by either party as provided herein, the Contractor shall be paid for services performed through the date of termination.

F.O.B. POINT

The F.O.B. point shall be destination. (Destination being: 1101 E. First Street, Sanford, FL). Proposal responses showing other than F.O.B. Destination will not be accepted. The prices proposal shall include all costs of loading, transporting, delivery and to designated point(s) within Seminole County.

DELIVERY

Time of delivery is of the essence in the award of this Request for Proposals. Delivery will be as negotiated at time of order. Proposals submitted which fail to meet this requirement shall be cause for rejection. Failure of the Contractor to meet this delivery requirement shall be cause for termination of purchase order.

It is hereby understood and mutually agreed to by and between the parties hereto that the time of delivery is an essential condition of this contract.

EVALUATION CRITERIA

The proposal will be evaluated on a pass/fail basis for technical acceptability. Award will be to the lowest priced, technically acceptable proposal. Proposals will be evaluated based on :

1. References
2. Security
3. Quality Control
4. Operation Plan
 - A. Document Preparation
 - B. Scanning
 - C. Ad Hoc Retrieval Request
 - D. Indexing
 - E. Media for Transmission of Files
5. Experience

**SCOPE OF SERVICES
DOCUMENT SCANNING OF PAPER FILES**

Seminole County Government is soliciting proposals for the following scope of services to be performed based on a series of open release orders.

Introduction

Seminole County Government desires a contractor for imaging and associated work to scan and index documents on both a large and small format scanner. The scope of this work shall include the following:

1.0 Pickup, Temporary Storage and Return of Documents to be Scanned

The Contractor shall coordinate the pickup, secure temporary storage, and return delivery of documents to be scanned. This shall be included as a separate price item (Pickup and Delivery) and shall include the round trip costs plus temporary storage on site. At a minimum, the temporary storage shall include locks, security access, fire alarms and extinguishers. The County's coordinator will be designated on each release order. The Contractor shall be responsible for guaranteeing the safety of all documents taken offsite and shall sign a disclosure statement containing an inventory of all documents picked up.

2.0 Preparation of Documents to be Scanned

The Contractor shall coordinate with County staff to have a pre-performance meeting on preparation for the Large and Small Format documents for each release order issued. County staff will be present during the initial preparation work on the documents to ensure protocols developed meet County Standards. Preparation may include document type identification, removal of staples, shading of seals, stamping "Original Not Legible", repairing of torn areas, and other actions necessary to insure that a legible image is produced. The price per page for large and small format scanning shall include prepping.

3.0 Document scanning and ad-hoc retrieval

- 3.1 **Scanning:** The County requires that all files shall be scanned into a tiff group 4 file at 200dpi resolution except for maps and engineering drawings which need to be tiff group 4 file at 300dpi resolution. Different size pages need to be merged into one document file. The size of pages for this effort will include legal, letter, ledger, and up to "E-size," or blueprint. An output file will be needed for the scanned pages and keyword index values.
- 3.2 **Ad-Hoc Retrieval Requests:** Often, there are documents that need to be seen immediately by a customer and staff. To circumvent potential problems with the documents being stored and scanned off-site during the project, the Contractor shall coordinate two days per week for ad-hoc requests from County staff for specific documents and shall scan, index, and transmit them to the County within one day of receipt of the request.

4.0 Indexing

Files shall be indexed by document type and other keyword index values as required by the release order. The County will provide a detailed protocol for each release order to insure contract standards are met. A sample protocol is attached (Attachment A). Protocols will vary as necessary to met unique Department requirements; but will generally follow this format and be to a similar level of detail. The indexing prices quoted shall include all indexing costs. A separate price should be included for bar-coded document type and for keyword index values.

5.0 Quality Assurance/Quality Control

The Contractor will examine all original documents for legibility. Originals that are not legible will be stamped "Original Not Legible" prior to scanning. These documents will be set aside for storage and indexed as such. Images of legible originals shall be legible. All pages shall be viewed for legibility and all blank pages shall be deleted. For the entire Large and Small format documents, the Contractor shall guarantee the quality and accuracy of scans. Upon determination that errors are present in delivered digital files, the Contractor shall re-scan the entire batch containing said files, free of charge.

6.0 Media for Transmission of Files

The County shall require that the tiff data files be transmitted using portable hard drives, such as Buslink 120G Desktop USB Hard Drive External Storage Devices or equal. The price proposal shall include prices for three such devices, one to be used

by the Contractor, one to be used by the County's Imaging System Administrator, and one for work in progress. These devices will be rotated to expedite the file transfer process.

DOCUMENT SCANNING PRICE PROPOSAL					
ITEM NO.	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Large Format ("E" size or Blueprint size)	210,000	page	\$	\$
2	Small Format (legal, letter or ledger size)	1,962,000	page	\$	\$
3	Document Keyword Index	250,000	each	\$	\$
4	Document Keyword Index with barcode values	25,000	each	\$	\$
5	Portable Hard Drives	3	each	\$	\$
6	Pickup and Delivery (round trip)	20	trip	\$	\$
GRAND TOTAL PRICE					\$

NOTES:

1. Large format means "E" size or blueprint sized documents and small format means documents that are legal, letter or ledger sized.
2. The price per page shall include a guarantee of accuracy, all document preparation, and the processing of ad-hoc requests.
3. The pickup and deliver price includes round trip (pickup and return) of documents and secure temporary on-site storage.
4. Provide separate prices for Document Keyword Indexing and Document Keywork Indexing with barcode values.
5. All prices are firm-fixed price and shall be all inclusive (i.e., include any and all costs associated with the task priced).

Proposer (Company) Name:		F. E. I. N. or SS Number:	
Mailing Address:		Street Address:	
City, State, Zip:		City, State, Zip:	
Type of Entity: <i>(Circle one)</i> Corporation Partnership Proprietorship Joint Venture		<i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PROPOSAL and certify that I am authorized to sign this proposal for the Proposer.</i> X _____ Authorized Signature (Manual)	
Incorporated in the State of: _____ Year: _____		Typed or Printed Name: _____	
Telephone Number: () _____		Title: _____	
Toll Free Telephone Number: (800) _____		Delivery in _____ days, ARO Payment Terms: _____ % _____ days, Net 30	
Fax Number: () _____		Proposal Security is attached, when required, in the amount of: \$ _____	
F.O.B.: DESTINATION			

Proposals may not be withdrawn for a period of 90 days after proposal opening. All items proposed must be in compliance with the stated specifications. Any Proposer taking exception shall indicate those exceptions on company letterhead and attach to their proposal.

Any questions regarding this proposal should be addressed to Jacqui Perry, Sr. Buyer, (407) 665- 7114 or sent by facsimile transmission to (407) 665-7956.

This Form Must Be Completed and Returned with your Submittal.

PROPOSER INFORMATION

Proposer shall complete either the "Corporate Authority," "Proprietorship," "Partnership Information" or, "Joint Venture Information" portion of the Proposer Information Sheet, whichever part applies, and include with their proposal submittal.

CORPORATE AUTHORITY		
CONTRACTING OFFICER	TITLE	OFFICER'S FULL LEGAL NAME
	President	
	Vice-President	
	Secretary	
	Treasurer	

PROPRIETORSHIP	
Proprietor:	

Indicate with an asterisk (*) in the first column, which officer will sign the resulting contract. If other than the President, include a copy of the corporate resolution which gives express authority for execution of the specific proposal and contract documents. Each proposer must assure that the officer information provided is in accord with the proposer's corporate registration supplied to the Secretary of State.

PARTNERSHIP INFORMATION		
Partner:Full	Limited	
Partner:Full	Limited	
Partner:Full	Limited	

If your firm is a partnership, indicate for each partner whether he/she is a full or limited partner by CIRCLING either "full" or "limited". Managing partners with authority to bind the partnership should be identified.

JOINT VENTURE INFORMATION			
Firm #1		Firm #2	
Firm Name:	_____	Firm Name:	_____
Address:	_____	Address:	_____
City/State/Zip:	_____	City/State/Zip:	_____
Telephone:	_____	Telephone:	_____
Fax Number:	_____	Fax Number:	_____
Toll Free Phone:	_____	Toll Free Phone:	_____
President:	_____	President:	_____
Other Corporate Authority (signatory)	_____	Other Corporate Authority (signatory)	_____
Firm #3		Firm #4	
Firm Name:	_____	Firm Name:	_____
Address:	_____	Address:	_____
City/State/Zip:	_____	City/State/Zip:	_____
Telephone:	_____	Telephone:	_____
Fax Number:	_____	Fax Number:	_____
Toll Free Phone:	_____	Toll Free Phone:	_____
President:	_____	President:	_____
Other Corporate Authority (signatory)	_____	Other Corporate Authority (signatory)	_____

This Form Must Be Completed and Returned with your Submittal, if applicable

DRUG-FREE WORK PLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that

_____ does:
(Name of Business)

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

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Proposer's Signature

Date

Statement of No Proposal
Proposal # RFP-4183-03/JVP
TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES

If your company does not intend to proposal on this Procurement, please complete and return this form prior to the date shown for receipt of proposals to: Seminole County, Purchasing Division, 1101 E. 1st Street, Room 3028, Sanford, Florida 32771.

We, the undersigned, have declined to proposal on the above referenced Request for Proposals for the following reason(s) :

- Specifications are too "restrictive." (please explain below)
- Unable to meet specifications
- Specifications were unclear. (please explain below)
- Insufficient time to respond
- We do not offer this type of product or equivalent
- Our production schedule would not permit us to perform
- Unable to meet bond requirements
- Other (please explain below)

REMARKS:

Company Name	Telephone		
X	Fax		
Signature	Typed or Printed Name		
Title	Typed or Printed Name		
Address	City	State	Zip

ATTACHMENT A

Building Scanning Process

- ? Pickup of Building Documents**
- ? Document Preparation**
- ? Scanning Documents**
- ? Indexing of Documents**
- ? Quality Control of Documents**
- ? Output File Definition**
- ? Ad Hoc Request**

Pickup building documents

Seminole County Government has a control log of numbered boxes listing the files contained within. Vendor required to sign off on the control log for the boxes that they are taking off-site to scan.

Pickup time will be arranged between Seminole County Government and Vendor during normal business hours.

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



February 27, 2003

TO: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

FROM: Jacqui Perry, CPPB
Sr. Procurement Analyst

SUBJECT: **RFP-4183-03/JVP** TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES

BID DUE DATE: March 19, 2003 @ 2:00 P.M.

ADDENDUM NO. 1

REPLACE

Replace attachment A with the revised Attachment A attached.

ADD:

Please ensure your proposal addresses all of the evaluation factors. Please give a risk analysis on the scope of services.

PLEASE ADD

INSURANCE

The minimum amounts of insurance (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

Workers' Compensation/Employers' Liability Policy: Full and complete Workers' Compensation Coverage for all employees meeting statutory limits in compliance with applicable state and federal laws. The policy must include Employers' Liability coverage with a limit of \$100,000 each accident.

Commercial General Liability Policy: Commercial General Liability coverage shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include premises and/or operations, independent contractors and products and/or completed operations, broad form property damage and XCU coverage, and a contractual liability endorsement.

Business Automobile Policy: Business Auto coverage shall have minimum limits of \$500,000 per occurrence, combined single limit for bodily injury liability and property damage liability. This shall include owned vehicles, hired and non-owned vehicles, and employees non-ownership.

Bidder hereby acknowledges addendum #1:

Signature:

Date:

Bidder (Firm submitting bid):

Failure to acknowledge receipt of this addendum may result in disqualification of your bid submittal

As acknowledgment of receipt of Addendum,
attach this addendum immediately behind the Bid Response Form

Jacqui Perry, CPPB
Sr. Procurement Analyst

REVISED ATTACHMENT A-FEBRUARY 27, 2003

Building Division Scanning Process

- ? **Pickup of Building Documents**
- ? **Document Preparation**
- ? **Scanning Documents**
- ? **Indexing of Documents**
- ? **Quality Control of Documents**
- ? **Output File Definition**
- ? **Ad Hoc Requests**

Pickup of Building Division documents

Seminole County Government has a control log of numbered boxes listing the files contained within. Vendor is required to sign off on the control log for the boxes that they are taking off-site to scan.

Pickup time will be arranged between Seminole County Government and Vendor during normal business hours.

Document Preparation

Documents need to be separated and identified as one of the following document types; BP-B-1, BP-Plans, BP-TrussPackage, BP-EnergyCalcs or BP-RevisedPlans.

Next, for all of the documents the following must be performed.

- ? MAKE SURE PERMIT NUMBER IS WRITTEN ON THE TOP OF THE FIRST PAGE
- ? REMOVE ALL STAPLES
- ? IF PAGES ARE FOLDED - UNFOLD THEM
- ? IF PAGES ARE TORN TAPE THEM SO ORIGINAL TEXT IS LEGIBLE
- ? SHEET WITH APPROVED STAMP SHOULD BE THE FIRST OR LAST PAGE
- ? SHADE ALL RAISED SEALS ON EVERY PAGE BUT DO NOT SHADE OVER TEXT SO THAT THE TEXT BECOMES UNREADABLE. MAKE SURE TO CHECK EVERY PAGE FOR RAISED SEAL (YOU CAN RUN YOUR HAND ACROSS THE PAGE TO FEEL FOR THE SEAL IF IT IS NOT VISIBLE, OR LOOK ON BACK TO SEE IF THERE IS A SEAL ON THE PAGE)
- ? DOCUMENTS IN THE ORDER PLANS EXAMINER PLACES THEM
- ? IF ANY PART OF THE DOCUMENT IS HIGHLIGHTED PLACE AN * OR CIRCLE BY THE HIGHLIGHT
- ? IF ANY PART OF THE PAGE WITHIN A DOCUMENT IS NOT READABLE,
 - o THAT PAGE SHALL BE STAMPED ORIGINAL NOT LEGIBLE, AND SCANNED IN THE SAME ORDER IT WAS PREPPED IN
 - o PERMIT NUMBER SHALL BE WRITTEN ON THE TOP RIGHT HAND CORNER OF THE PAGE
 - o PAGE WILL BE REPRESSED INTO THE PERMINATE STORAGE BOX IN NUMERICAL ORDER AND AN PERMIT NUMBER ENTRY WILL BE MADE IN THE PERMINATE STORAGE ELECTRONIC CONTROL SHEET

Document Specific Preparation

BP-B-1

- ? These documents will come prepped and clipped in the order to be scanned.

BP-Plans

- ? SITE PLAN SHOULD BE FIRST PAGE (IF RAISED SEALED - SHADE SEAL), UNLESS THE APPROVED STAMP PAGE IS FIRST. IN WHICH CASE THE APPROVED STAMP BECOMES THE FIRST PAGE.
- ? TYPE LOT GRADING/DRAINAGE SHEET, DRIVEWAY AT SWALE SHEET SHOULD FOLLOW THE SITE PLAN PAGE IN THE DOCUMENT.
- ? IN THE PLAN SET IF THERE ARE PAGES THAT ARE STAMPED REVISION THESE DOCUMENTS SHOULD BE INDEXED AS BP-RevisedPlans FOR THE PLAN PAGES AND AS NEW DOCUMENTS FOR BP-TrussPackage, and BP-EnveryCalcs.

BP-TrussPackage

- ? MAKE SURE PERMIT NUMBER IS WRITTEN ON THE TOP OF THE FIRST PAGE
- ? MAKE SURE SEAL IS SHADED ON ALL PAGES
- ? ALL REVISED TRUSS PACKAGES WILL BE PREPPED AS NEW DOCUMENTS

BP-EnergyCalcs

- ? MAKE SURE PERMIT NUMBER IS WRITTEN ON THE TOP OF THE FIRST PAGE
- ? MAKE SURE SEAL IS SHADED ON ALL PAGES
- ? ALL REVISED ENERGY CALCS WILL BE PREPPED AS NEW DOCUMENTS

BP-RevisedPlans

- ? TREAT MODEL CHANGES LIKE REVISED PLANS
- ? MAKE SURE PERMIT NUMBER IS WRITTEN ON THE TOP OF THE FIRST PAGE
- ? SITE PLAN SHOULD BE FIRST PAGE (IF RAISED SEALED - SHADE SEAL), UNLESS THE APPROVED STAMP PAGE IS FIRST. IN WHICH CASE THE APPROVED STAMP BECOMES THE FIRST PAGE.
- ? TYPE LOT GRADING/DRAINAGE SHEET, DRIVEWAY AT SWALE SHEET SHOULD FOLLOW THE SITE PLAN PAGE IN THE DOCUMENT.
- ? REVISION'S THAT HAVE MULTIPLE PERMIT NUMBERS SCAN UNDER THE FIRST PERMIT NUMBER

Scanning Documents

- ? Ledger and smaller size documents will be scanned to tiff group 4 files at 200 dpi.
- ? Documents larger than ledger will be scanned to tiff group 4 files at 300 dpi.
- ? Documents once scanned should be re-clipped in the same order they were received.
- ? Documents with various sizes will remain in page order sent.
- ? When complete box is scanned it will be stamped scanned on the outside of the box.
- ? Each box will be scanned as a batch.

Indexing of Documents

- ? The Building files are indexed by Permit Number. The first 2 digits is the year followed by an 8 digit permit number. For example, if the written permit number is 02-156 the index values should be 0200000156.
- ? The date index is the reviewed stamp date on the document. If no reviewed date then use received, faxed, or seal date in this order. If no date is specified on the document then use current date.
- ? For documents that have been prepped as revisions for the following document types BP-RevisedPlans, BP-TrussPackage, and BP-EnvergyCalcs will be a different document for each revision and indexed by the Permit Number and the Date from the document.

Quality Control of Documents

- ? All pages are to be viewed for legibility.
- ? All pages where any part of the image is not legible the original shall be viewed.
 - o If original is legible than the page will be rescanned until legible.
 - o If original is not legible it should
 - ✍ BE STAMPED ORIGINAL NOT LEGIBLE, AND SCANNED IN THE SAME ORDER IT WAS PREPPED IN
 - ✍ PERMIT NUMBER SHALL BE WRITTEN ON THE TOP RIGHT HAND CORNER OF THE PAGE
 - ✍ PAGE WILL BE REPRESSED INTO THE PERMINATE STORAGE BOX SPLIT BY B1, COMMERCIAL AND RESIDENTIAL IN NUMERICAL ORDER AND A PERMIT NUMBER ENTRY WILL BE MADE IN THE PERMINATE STORAGE ELECTRONIC CONTROL SHEET
- ? All blank pages are to be deleted.
- ? An electronic log file will need to be provided to Seminole County Government that contains the batch that should reference the box number and all Permits within the batch/box.

Output File Definition

- ? A Tagged Text file is needed. This file is case sensitive.
- ? Here is a sample

```
NEWDOC
DT=BP-B-1
KW=0200004747
DATE=02/02/2002
PATH=C:\BUILDINGTEST\TM000003.TIF
PATH=C:\BUILDINGTEST\TM000004.TIF
NEWDOC
DT=BP-TrussPackage
KW=0200004792
DATE=10/02/2002
PATH=C:\BUILDINGTEST\TM000005.TIF
PATH=C:\BUILDINGTEST\TM000006.TIF
```

- ? NEWDOC -- Defines the start of a new document
- ? DT= - Defines the document type vaules are
 - o BP-B-1
 - o BP-Plans
 - o BP-TrussPackage
 - o BP-EnergyCalcs
 - o BP-RevisedPlans
- ? KW= - Defines the Permit Number index
- ? DATE= - Defines the date of the document Format MM/DD/YYYY preceding zeros are needed in this format
- ? PATH= - Is the full path to the single page tiff files for the pages within the Permit Number Document Type
- ? A sample file will be run before going into production scanning.

Ad Hoc Requests

- ? Seminole County Government will email a file containing the Permit Numbers that need to be scanned and on your FTP server for file transfer with in 24 hours
- ? Seminole County Government will email the file on Tuesday and Thursday of each week by 1:00 pm.
- ? Notification via email will be given to Seminole County Government that the files are ready to be transferred from Vendor FTP server
- ? Once, Seminole County Government is done with the FTP of the files they will notify you via email confirmation.

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



March 5, 2003

TO: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

FROM: Jacqui Perry, CPPB
Sr. Procurement Analyst

SUBJECT: **RFP-4183-03-03/JVP** TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES

BID DUE DATE: March 19, 2003 @ 2:00 P.M.

ADDENDUM NO. 2

PLEASE REVIEW CAREFULLY:

The following are questions asked and that we have answered for clarifications to the bid accordingly.

- ? Page nine has estimated volume of documents to be scanned. Is this the entire estimate for the three year contract, or is this an annual estimate of volume.
- ? Total 3 year estimate.
- 1. **Reference Page 7 of Bid, First sentence – “a series of open release orders”** - Please confirm that this indicates this bid will encompass conversion projects from multiple departments. If so;
 - ? **Yes this project is for multiple departments**
 - ? Will there be varying requirements with regards to document turn-around time and/or time limits for completion, placed on each specific order?
 - ? **Yes.**
 - ? Will these release orders and their associated volumes be such that we can anticipate a steady flow of work over the course of the contract or contain periods of reduced or no work? (This is important to calculations of hardware, software and manpower utilization)
 - ? There will be periods of reduced or no work.
- 2. **Reference 3.0** - Is there any color scanning required for either drawings or documents?
 - ? No.
- 3. **Reference 3.0** - Are there any percentage estimates of pages that contain information on both sides? (Double-sided pages)
 - ? **No duplex estimates.**
- 4. **Reference 3.1** – Confirm that individual files will be saved as “**multi-page**” Group IV TIFF, as it is not directly mentioned.
 - ? **Files are to be single page group 4 tifs.**
- 5. **Reference 3.1** – Will there be a file-naming convention required?
 - ? If so, what are the criteria? (I.e. Document Type, Keyword, other) As example, the filename might be made up of the keyword identifier along with designation of the document type. (I.e. P1234567.TIF, where “P” represents a Permit and “1234567” represents the Permit Number.

- ? No file naming convention required.
- 6. **Reference 3.2** – What type of transmission of “retrieval requests” will be required? (CD, FTP or other)
 - ? **FTP**
 - ? Confirm that this is to be included within the scanning prices.
 - ? Yes
 - ? If so, what are the estimated of number file requests that will be made within any given month or set time period?
 - ? 20 files per week of ad-hoc requests
- 7. **Reference 4.0** – Indexing clarification

- ? As understood, the following index fields will be required of all files:
 - “Document Type” - How many characters will this field consist of? Will there be a fixed, finite list of document types?
 - The field size varies. There will be a finite list of document types
 - “Keyword Index”– Does this define the file’s unique identifier within the document type? (I.e. Permit Number, Name, etc.) Are there an estimated number of characters for this keyword?
 - No estimates
 - “Keyword Index Values” – Does this plural mean that certain document types will require more than one keyword index? If so, what is the maximum number of fields that could be anticipated for any one, document type?
 - Yes certain document types will require mot than one keyword index.
 -
- ? As an attachment, could you supply the layout of a sample index output file for any one of the potential release orders? Below you will find a typical index sample:

FIELD 1	FIELD 2	FIELD 3	FIELD 4	FIELD 5	FIELD 6	FIELD 7
FileName	Doc Type	Permit No.	License No.	Address	Date	etc.
12345678.TIF	Permit	12-34567		123 South Str.	1/22/2003	etc.
23456789.TIF	License		273-2003		2/15/2003	etc.
45134123.TIF	Addend	12-34567		123 South Str.	2/22.2003	etc.

Additional fields as required by protocol for document type. (maximum 18 characters)

Keyword fields that are required for the specific document type. (maximum 9 characters)

Refers to the type of document (max. 7 characters)

Refers to multipage tif that is associated to this index information. (max. 8 characters)

- ? What type of output file will be required? (Database, ASCII text flat-file, comma / pipe delimited, or other)
- 8. **Reference 4.0** – Confirm that the barcode on the bar-coded documents only contain the document type.
 - ? What form type of barcode is used? 3 of 9

- ? Are the barcodes contained on the bar-coded documents consistent in location on all pages for the document type or will they vary in location? Consistent in location for all pages within the department project. Different projects will have different locations of the bar-codes.
- 9. **Reference Page 9, Document Scanning Price Proposal** – Confirm that the volumes listed are estimates for the entire 3-year contract or other?
 - ? Total 3 year estimate.
- 10. **Reference Page 9, Document Scanning Price Proposal** – Confirm that the UNIT PRICE requested for the listed page volumes of 1,962,000, is for pages or images. If this refers to pages, or sheets of paper, then an estimated percentage of pages that contain information on both should be supplied. (See question number 3)
 - ? **Estimate is for pages. No estimate of duplex pages.**
 - ? Note: Standard industry pricing is usually based on converted images.
- 11. **Reference Page 9, Document Scanning Price Proposal** - Confirm that the total estimated volume of pages and drawings represent 275,000 files. (Documents with keyword, 250,000 and Documents with barcode and keyword, 25,000.) Yes
- 12. **Reference Page 9, Document Scanning Price Proposal** – Confirm that the field indexing may vary for each document type. Is it anticipated that the pricing required in ITEM NO. 3 & 4 “Document Keyword Index” & “Document Keyword Index with barcode values”, should be based on a per record pricing, regardless of the number of fields to be captured? Yes
 - ? Standards for data entry index pricing are usually based on the number of keystrokes (i.e. \$x.xx per 1000 keystrokes), if the field length and number of fields vary. Pricing, on a “per record basis”, is usually used when the field length & number of fields are fixed and consistent.

General Questions:

1. Will there be a bidder conference? **No**
2. Can an Attachment be generated providing a copy of a bar-coded document? **See Attached PDF**
3. Can an Attachment be generated providing the general output file requirements for Seminole County's ASP / retrieval software? **See Attached PDF**

1- Is everything to be scanned in black and white mode?

? Yes

2- Is indexing to be keyed and verified or just keyed (single pass)?

? Indexing needs to be keyed correctly.

3- 25,000 documents have the description "document keyword index with barcode values". Please explain the significance of the bar-coding. How is the vendor to accommodate it versus the normal indexing?

? Bar-codes will have the document type and/or keyword value. Read the bar-code for the values.

4- Is duplex scanning required (front and back)? If so, on what percentage of the documents is it required? Please distinguish between large and small documents.

? Duplex scanning is required. No duplex estimate. Small docs 11*17 and smaller. Large docs 17*22 and larger.

5- Does the scanner need to be capable of imprinting control numbers onto the paper documents? Even if imprinting is not required by the County, is it permissible if the vendor finds it advantageous?

? No imprinting of control numbers

6- 20 round trips are mentioned. How many boxes will be sent in the average round trip? What size will the boxes be? Will the boxes already be packed and ready for pick-up? Could a service such as UPS or FedEx be utilized for pick-up and delivery?

? Boxes will be ready for pick-up and # of boxes per trip will vary.

7- What turn-around times will be required from the pick-up of work to the hand-off of images, data, and source documents?

? Time frame of work to be completed varies.

Bidder hereby acknowledges addendum #2:

Signature:

Date:

Bidder (Firm submitting bid):

Failure to acknowledge receipt of this addendum may result in disqualification of your bid submittal

**As acknowledgment of receipt of Addendum,
attach this addendum immediately behind the Bid Response Form**

Jacqui Perry, CPPB
Sr. Procurement Analyst

ApplicationAndAttachments





Project Number

Z2000-001

SectionTownShipRange

222129

Applicants Name

HATTAWAY - REZONE A-1 TO C-3

DEPARTMENT OF FISCAL SERVICES

PURCHASING DIVISION



March 10, 2003

TO: PROSPECTIVE BIDDERS AND ALL OTHERS CONCERNED

FROM: Jacqui Perry, CPPB
Sr. Procurement Analyst

SUBJECT: **RFP-4183-03-03/JVP** TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES

BID DUE DATE: March 19, 2003 @ 2:00 P.M.

ADDENDUM NO. 3

PLEASE REVIEW CAREFULLY:

The following are questions asked and that we have answered for clarifications to the bid accordingly.

Question: For large format scanning we have a process where we microfilm the document then scan the film at, at least, 300 dpi. If we can guarantee like quality compared to the direct scanning of the document, would the County allow this process?

Answer: We would allow microfilming the paper then digitizing as long as the quality of the images meets are standards.

Question: It is unclear what you mean by Document Keyword Index and Document Keyword Index with Barcode values. I do not see any specifications in your documents defining these line items. Please explain.

Answer: Document Keyword Index - Index values with out barcodes. Document Keyword Index With Barcode values - Documents prepped with barcodes that contain the indexing information.

Bidder hereby acknowledges addendum #3:

Signature:

Date:

Bidder (Firm submitting bid):

Failure to acknowledge receipt of this addendum may result in disqualification of your bid submittal

**As acknowledgment of receipt of Addendum,
attach this addendum immediately behind the Bid Response Form**

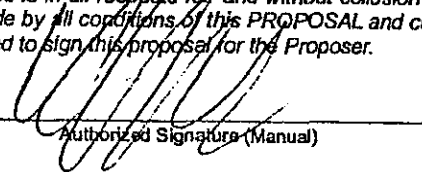
Jacqui Perry
Jacqui Perry, CPPB
Sr. Procurement Analyst

ATTACHMENT # 4

DOCUMENT SCANNING PRICE PROPOSAL					
ITEM NO.	DESCRIPTION	EST. QTY	UNITS	UNIT PRICE	TOTAL PRICE
1	Large Format ("E" size or Blueprint size)	210,000	page	\$.83	\$174,300
2	Small Format (legal, letter or ledger size)	1,962,000	page	\$.058	\$113,796
3	Document Keyword Index	250,000	each	\$.15	\$37,500
4	Document Keyword Index with barcode values	25,000	each	\$N/C	\$ N/C
5	Portable Hard Drives	3	each	\$N/C	\$ N/C
6	Pickup and Delivery (round trip)	20	trip	\$N/C	\$ N/C
GRAND TOTAL PRICE					\$325,596

NOTES:

1. Large format means "E" size or blueprint sized documents and small format means documents that are legal, letter or ledger sized.
2. The price per page shall include a guarantee of accuracy, all document preparation, and the processing of ad-hoc requests.
3. The pickup and deliver price includes round trip (pickup and return) of documents and secure temporary on-site storage.
4. Provide separate prices for Document Keyword Indexing and Document Keywork Indexing with barcode values.
5. All prices are firm-fixed price and shall be all inclusive (i.e., include any and all costs associated with the task priced).

Proposer (Company) Name: The D.R.S. Group	F. E. I. N. or SS Number: 59-3748214
Mailing Address: 600 Technology Park Dr.	Street Address: 600 Technology Pk. Dr. Ste104
City, State, Zip: Lake Mary, Fl 32746	City, State, Zip: Lake Mary, Fl 32746
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation <input type="radio"/> Partnership <input type="radio"/> Proprietorship <input type="radio"/> Joint Venture	<i>I hereby certify that this proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this PROPOSAL and certify that I am authorized to sign this proposal for the Proposer.</i>  x _____ Authorized Signature (Manual)
Incorporated in the State of: Florida year: 2001	
Telephone Number: (407) 833-9126	Typed or Printed Name: Bill Fairfull
Toll Free Telephone Number: (800)-908-9303	Title: General Operating Manager
Fax Number: (407) 833-9566	Delivery in _____ days, ARO Payment Terms: _____ % _____ days, Net 30
F.O.B.: DESTINATION	Proposal Security is attached, when required, in the amount of: \$ _____

Proposals may not be withdrawn for a period of 90 days after proposal opening. All items proposed must be in compliance with the stated specifications. Any Proposer taking exception shall indicate those exceptions on company letterhead and attach to their proposal.

Any questions regarding this proposal should be addressed to Jacqui Perry, Sr. Buyer, (407) 665- 7114 or sent by facsimile transmission to (407) 665-7956.

This Form Must Be Completed and Returned with your Submittal.

2. Methodology

The DRS Group operates all scanning projects based on a Quality Control Methodology. The beginning criteria is the paper. The DRS Quality Control Team receives and evaluates all incoming conversion projects, based on the paper that it receives. Quality control begins as the paper enters our system. The Quality Control team evaluates and qualifies the paper based on the following criteria:

1. Condition of the source documents
2. Order of the documents based on conversion efficiency or project specifications
3. Document logs and/or data files for completeness of the documents presented

Upon conversion the DRS Quality Control Team evaluates the images created against its initial evaluation of the paper to determine:

1. Order and combination of the documents in relation to the initial plan or the project specifications.
2. Quality of images based on file size in relation to dpi specs
3. Quality of images based on actual appearance in regard to:
 - a. overall image readability
 - b. correctness in orientation
 - c. correctness against a grid for skew
 - d. correctness of data entry attached to the image
4. Images are passed or rejected based on the above criteria.
5. Rejected images are referred for correction and resubmittal to the QC Team.
6. The DRS Group maintains a separate department for Quality Control.

3. Output

The images, once converted and passed for quality of the image itself and the index attached thereto is referred to the Technical Supervisor for output to the template provided. At final output the work and the text file are manually QC'd by the technical department and results are reported to the QC Supervisor. Finally, the output, as determined by the project specifications can only be released by the authorization of the General Manager by referral from the QC supervisor.

Part 5-Operation Plan

I. Operational Overview

The DRS Group maintains a three shift a day, 7 day a week, two track production system.

The DRS Group's first production track deals with consistent on-going and dedicated backfile and day forward scanning. This production track is dedicated to these accounts and expands and contracts shifts, personnel, and equipment to meet its production commitments. The DRS Group employs this resource methodology consistently over the range of its services from microfilming to electronic imaging of paper records.

The DRS Group's second production track deals with expanding and contracting or sporadically converted records. Its resources, both equipment and personnel are maintained in exclusivity of track one production. Each shift is organized to accommodate irregular volume accounts, and resources are dedicate to respond to contractual obligations or the demands of client's needs.

Each shift is staffed with a Shift Supervisor that is the sole designate of the General Operating Manager of the Branch, to resolve issues based on the procedures the Operating Manager has installed to ensure production turns, maintenance of project specifications and the quality of the product(s) produced. Each Shift Manager reports and responds directly to the General Operating Manager. The Shift Supervisor monitors both track one and track two production.

Each shift is staffed with a technical supervisor in charge of all computer and technology related projects and requirements. The technical supervisors report to Technical Manager in charge of IT. The IT Manager reports to the General Operating Manager.

The DRS Group maintains a strong and separate QC department, engendered with the responsibility to ensure the quality of the company's products. All QC personnel are dedicated to the QC process from receipt of the records to be converted to the final release of images and data. The QC Manager must approve all deliveries and reports directly to the General Operating Manager.

The DRS Group maintains a 24 hour, 7 day a week position to fulfill requests for information. The DRS Group maintains thousands of records at each of its facilities. Every record at every facility is available to authorized requesting parties at all times. The DRS Group maintains access to its clients records to be converted at no charge. The DRS Group will fulfill requests generally within 1 hour of the request receipt. Choice of delivery is client driven and can be made by hand, overnight shipment, courier, fax, CD, or FTP.

II. Project Methodology in Conversion. Track Two Production to be utilized.

A. Pick up of Building Documents

The DRS Group of Florida will respond to requests to pick up Building Records as they are required by Seminole County. The DRS Group will dispatch a driver to pick up records called in by 1:00 pm on the same day the request is made. Requests made after 1:00 pm will be picked up on the next business day before 12:00 pm.

The DRS Group will maintain a continual pick up and delivery log of all departments and documents picked up and/or delivered. The DRS Group will maintain this log and make it available to authorized county personnel, if requested. The DRS Group will maintain this log in addition to any county logs or required receipting that the county may deem necessary.

Deliveries will be made independent of pick ups should the production schedule require it.

B. Document Preparation

The QC department will receive and log all incoming documents indicating.

1. Department received.
2. Documents (by type) received.
3. Production turn required.
4. Point of contact (manager or supervisor in charge of the conversion).

The QC department will then receive any log files (paper or electronic) and introduce them to the production scheme, to determine :

1. The scope of work
2. Production to be implemented
3. The particular items as to completeness of the pick up.

Any discrepancies will be immediately reported to the point of contact at Seminole County.

After QC of the paper, the QC Manager will initiate production to the prep team in the following manner:

1. The prep supervisor will receive the log of document types and break down the project by following criteria:
 - a. document types
 1. BP-B-1
 2. BP-Plans
 3. BP-TrussPackage
 4. BP-EnergyCalcs
 5. BP-RevisedPlans
 - b. document quality

Document quality will be ascertained prior to preparation for scanning. Any repairs, corrections or logs as to project specs will be made prior to prep work being initiated. The prep supervisor will report to the QC Manager prior to initiating prep production. Upon approval of the QC Manager the document preparation will commence.

In addition to any barcode documents provided by the county, the DRS Group will initiate a doc prep scheme that confirms the presence and order of the documents as provided by the specifications. Control sheets with barcode values (both Seminole County and DRS generated) will be inserted where applicable to break documents and populate data fields as required. The DRS Group will maintain a consistent inventory of control sheets to expedite scanning production to accommodate production requirements as they arise.

Documents will be organized by batches as provided by the box to batch scheme that Seminole County has envisioned. All document prep will be implemented, logged and reported noting the particular department and batch number(s) presented. All documents will be logged and discrepancies noted on the document itself by use of a DRS control sheet. All documents will be prepped for permanent storage prior to scanning to ensure the integrity of the records as presented by the county. Logs by batch will memorialize activity engendered during this process. All document prep will be organized and completed to ensure the quality of the scanning process and the completeness of the preparation of the records for permanent storage.

Large format drawings will be broken out of the document files and replaced with a control sheet indicating its destination in the next phase of production. Large format drawings will replace these control sheets at the completion of the scanning process. Control sheets will be scanned and replaced with the drawing files at scanning. Each control sheet will indicate the permit number and will act as a tracking device, to track production and the location of a given permit in the production scheme.

The QC Supervisor will be notified that prep is complete. Before prepped work goes to scanning production, the QC Supervisor's team will inspect the prep to ensure that all aspects of the project specifications are met before referring the work to the scanning team. Errors will be noted and logged for re-prep. The QC Supervisor will be the final authority to refer any work to scanning production.

C. Scanning Documents.

Small format scanning (11" x 17" and smaller) will be undertaken by the use of high speed document scanners and the DRS Group's scanning application. Scanning will be performed in the same order as the paper is prepped. Documents will be returned to the box they were removed from and all control sheets will remain in their place to ensure the proper match of large format drawings to permit paperwork contained in the small format portion of the scanning process. Boxes will be presented to the prep team to organize the documents for permanent storage after they are converted. Small format scanning will be performed duplex capturing all fronts and backs of the documents presented. Blank pages will be dropped from the final product based on a file size threshold. All documents will be scanned at 200 dpi and will be post processed utilizing the following processes:

1. Deskew
2. Black border removal
3. Punch hole filter
4. Image enhancement (for poor quality documents)
5. Noise Reduction
6. Image smoothing

Large format scans (17" x 22" and greater) at 300 dpi will be produced separately from the small format scanning. Each drawing package will be broken down and scanned to specifications. Each drawing package will be scanned to a separate folder and each folder will be named and indexed by the permit number. A control sheet containing barcoded and printed information will contain all the necessary information to match and merge the drawings with the appropriate permit paperwork in the appropriate location in the file. These control sheets will be the first numbered tiff image in each folder. The control sheets will be dropped by post process from the permit file upon final assembly of the images and the indexes.

Each drawing will be post processed as indicated in the above settings for small format scanning.

Upon completion of the scanning process the boxes (batches) will be returned complete with production logs to the QC Supervisor for QC of the images and the boxes themselves to ensure that the specifications for scanning quality and the specifications for permanent storage are met.

D. Indexing of Documents

Indexing will be performed as needed at the folder level and the document level. Indexing will be generated on a hand key and verify basis at the time the image is captured. DRS will utilize county and internal barcode control sheets where feasible to insure consistent values are entered where they are repeated by the order of the records.

Large format images will be contained in folders by permit number with a bar coded control sheet in each folder allowing automation match and merge of large and small format scans.

All indexing will be QC'd against the original log presented at the time of pick up and against the information presented by control sheets, bar code sheets, and images. Images and indexes can only be referred for final output by the QC Supervisor.

E. Quality Control of Documents.

The DRS Group will operate this scanning project based on a Quality Control Methodology. The beginning criteria is the paper. The DRS Quality Control Team receives and evaluates all incoming conversion projects, based on the paper that it receives. Quality control begins as the paper enters our system. The Quality Control team evaluates and qualifies the paper based on the following criteria:

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Upon conversion the DRS Quality Control Team evaluates the images created against its initial evaluation of the paper to determine:

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2. Quality of images based on file size in relation to dpi specs
3. Quality of images based on actual appearance in regard to:
 - a. overall image readability
 - b. correctness in orientation
 - c. correctness against a grid for skew
 - d. correctness of data entry attached to the image
4. Images are passed or rejected based on the above criteria.
5. Rejected images are referred for correction and resubmittal to the QC Team.
6. The DRS Group maintains a separate department for Quality Control

F. Output File Definition.

The output file will conform to the specifications of the project as need to accommodate the imaging system upload seamlessly. The DRS Group will provide release scripts and programming applications utilizing its internal technical personnel to ensure this process.

G. Ad Hoc Requests.

The DRS Group will utilize its existing systems and personnel in relation to document requests to meet the county's requirements and specifications in fulfilling ad hoc requests. The QC supervisor must approve all presentations to the technical team for availability on the existing DRS FTP Server. Anonymous logins are prohibited on the DRS FTP Server, accounts with user name(s) and password(s) will be established to maintain this system and ensure the timely and secure transfer of records to authorized requester(s).

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
03/18/2003

PRODUCER (732)247-9800 FAX (732)828-0061
 Pavese-McCormick Agency, Inc.
 10 Kirkpatrick Street
 P.O. Box 732
 New Brunswick, NJ 08903

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED DRS Group of Florida, Inc.
 50 West 17th Street
 New York, NY 10011

INSURER A: St. Paul
 INSURER B: Fidelity & Guaranty Ins. Compan
 INSURER C: St. Paul Insurance Company
 INSURER D:
 INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BK01053306	11/02/2002	11/02/2003	EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMFYOP AGG \$ 2,000,000
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	BA01221162	07/25/2002	07/25/2003	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN EA ACC \$ AUTO ONLY: AGG \$
A	EXCESS LIABILITY <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	BK01053306	11/02/2002	11/02/2003	EACH OCCURRENCE \$ 1,000,000 AGGREGATE \$ \$ \$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY OTHER	WVA7714987	11/13/2002	11/13/2003	WC STATU-TORY LIMITS <input type="checkbox"/> OTTIF-ER <input type="checkbox"/> E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

Re: 600 Technology Park Drive

Lake Mary, FL 32746

CERTIFICATE HOLDER

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

Seminole County Department of Fiscal Services
 Purchasing Division
 Attn: Jacqui
 1101 E. First Street
 Sanford, FL 32771-1468

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT. BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
 Marcia Campbell/EKB

Earl Pflaumer - Seminole County Contract

From: Mike Bernardy <mbernardy@drsimaging.com>
To: <epflaumer@leegov.com>
Date: 4/27/2004 10:07 AM
Subject: Seminole County Contract

Earl

Per our telephone conversation this a.m. DRS Group is more than happy to extend to Lee County the pricing from the Seminole County contract for Document Scanning for Paper Files. Contract number RFP 4183-03/JVP.

Sincerely

Mike Bernardy
DRS Group Miramar, Florida
954-538-1112 Fax 954-538-0717
Mobile 305-343-1505
e-mail mbernardy@drsimaging.com

Outgoing mail is certified Virus Free.
Checked by AVG anti-virus system (<http://www.grisoft.com>).
Version: 6.0.659 / Virus Database: 423 - Release Date: 4/15/04

ATTACHMENT # 6

TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES

THIS AGREEMENT is made and entered into this 23 day of June, 2003, by and between THE D.R.S. GROUP, INC., duly authorized to conduct business in the State of Florida, whose address is 600 Technology Park Drive, Suite 104, Lake Mary, Florida 32746, hereinafter called the "CONTRACTOR" and SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter called the "COUNTY".

W I T N E S S E T H:

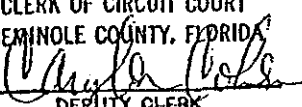
WHEREAS, the COUNTY desires to retain the services of a competent and qualified contractor to provide document scanning of paper files for Seminole County; and

WHEREAS, the COUNTY has requested and received expressions of interest for the retention of services of contractors; and

WHEREAS, the CONTRACTOR is competent and qualified to provide document scanning of paper files to the COUNTY and desires to provide services according to the terms and conditions stated herein,

NOW, THEREFORE, in consideration of the mutual understandings and covenants set forth herein, the COUNTY and the CONTRACTOR agree as follows:

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services shall be specifically enumerated, described and depicted in the Purchase Orders authorizing performance of the specific task. This Agreement standing alone does not authorize the performance of any work or require the COUNTY to place any orders for work.

CERTIFIED COPY
MARYANNE MORSE
CLERK OF CIRCUIT COURT
SEMINOLE COUNTY, FLORIDA
BY: 
DEPUTY CLERK

SECTION 2. TERM. This Agreement shall take effect on the date of its execution by the COUNTY and shall run for a period of three (3) years and, at the sole option of COUNTY, may be renewed for two (2) successive periods not to exceed one (1) year each. Expiration of the term of this Agreement shall have no effect upon Purchase Orders issued pursuant to this Agreement and prior to the expiration date. Obligations entered therein by both parties shall remain in effect until delivery and acceptance of the services authorized by the Purchase Order. The first three (3) months of the initial terms shall be considered probationary; during that period the COUNTY may terminate this Agreement at any time, with or without cause, immediately upon written notice to the CONTRACTOR.

SECTION 3. AUTHORIZATION FOR SERVICES. Authorization for performance of services by the CONTRACTOR under this Agreement shall be in the form of written Purchase Orders issued and executed by the COUNTY and signed by the CONTRACTOR. A sample Purchase Order is attached hereto as Exhibit "B". Each Purchase Order shall describe the services and/or materials required and shall state the dates for commencement and completion of work and establish the amount and method of payment. The Purchase Orders will be issued under and shall incorporate the terms of this Agreement. The COUNTY makes no covenant or promise as to the number of available Purchase Orders nor that, the CONTRACTOR will perform any Purchase Order for the COUNTY during the life of this Agreement. The COUNTY reserves the right to contract with other parties for the services contemplated by this Agreement when it is determined by the COUNTY to be in the best interest of the COUNTY to do so. The COUNTY Representative will give the Primary CONTRACTOR first opportunity to perform all available work. If the COUNTY Representative, at its sole discretion, determines the Primary CONTRACTOR cannot perform, the

Secondary CONTRACTOR will be contacted to perform the required work.

SECTION 4. TIME FOR COMPLETION. The services to be rendered by the CONTRACTOR shall be commenced, as specified in such Purchase Orders as may be issued hereunder, and shall be completed within the time specified therein.

SECTION 5. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to all contractors pursuant to the terms of RFP-4183-03/JVP, including reimbursable expenses, shall not exceed TWO HUNDRED SIXTY-SIX THOUSAND SIX HUNDRED SEVENTY-TWO AND NO/100 DOLLARS (\$266,672.00) per year.

SECTION 6. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work required by the Purchase Order but, in no event, shall the CONTRACTOR be paid more than the negotiated Fixed Fee amount stated within each Purchase Order.

(b) For Purchase Orders issued on a "Fixed Fee Basis," the CONTRACTOR may invoice the amount due based on the percentage of total Purchase Order services actually performed and completed; but, in no event, shall the invoice amount exceed a percentage of the Fixed Fee amount equal to a percentage of the total services actually completed.

(c) Payments shall be made by the COUNTY to the CONTRACTOR when requested as work progresses for services furnished, but not more than once monthly. Each Purchase Order shall be invoiced separately. CONTRACTOR shall render to COUNTY, at the close of each calendar month, an itemized invoice properly dated, describing any services rendered, the cost of the services, the name and address of the CONTRACTOR, Purchase Order Number, Contract Number and all other information

required by this Agreement.

The original invoice shall be sent to:

Director of County Finance
Seminole County Board of County Commissioners
Post Office Box 8080
Sanford, Florida 32772

A duplicate copy of the invoice shall be sent to:

Seminole County Planning & Development
1101 East First Street
Sanford, Florida 32771

(d) Payment shall be made after review and approval by COUNTY within thirty (30) days of receipt of a proper invoice from the CONTRACTOR.

SECTION 7. GENERAL TERMS OF PAYMENT AND BILLING.

(a) Upon satisfactory completion of work required hereunder and, upon acceptance of the work by the COUNTY, the CONTRACTOR may invoice the COUNTY for the full amount of compensation provided for under the terms of this Agreement herein less any amount already paid by the COUNTY. The COUNTY shall pay the CONTRACTOR within thirty (30) days of receipt of proper invoice.

(b) The COUNTY may perform or have performed an audit of the records of the CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to the CONTRACTOR and the COUNTY subsequent to the close of the final fiscal period in which the last work is performed. Total compensation to the CONTRACTOR may be determined subsequent to an audit as provided for in subsection (b) of this Section, and the total compensation so determined shall be used to calculate final payment to the CONTRACTOR. Conduct of this audit shall not delay final payment as provided by subsection (a) of this Section.

(c) The CONTRACTOR agrees to maintain all books, documents, papers, accounting records and other evidences pertaining to work

performed under this Agreement in such a manner as will readily conform to the terms of this Agreement and to make such materials available at the CONTRACTOR's office at all reasonable times during the Agreement period and for five (5) years from the date of final payment under the contract for audit or inspection as provided for in subsection (b) of this Section.

(d) In the event any audit or inspection conducted after final payment, but within the period provided in paragraph (c) of this Section reveals any overpayment by the COUNTY under the terms of the Agreement, the CONTRACTOR shall refund such overpayment to the COUNTY within thirty (30) days of notice by the COUNTY.

SECTION 8. RESPONSIBILITIES OF THE CONTRACTOR. Neither the COUNTY's review, approval or acceptance of, nor payment for, any of the services or materials required shall be construed to operate as a waiver of any rights under this Agreement nor of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and always remain liable to the COUNTY in accordance with applicable law for any and all damages to the COUNTY caused by the CONTRACTOR's negligent or wrongful performance of any of the services furnished under this Agreement.

SECTION 9. TERMINATION.

(a) The COUNTY may, by written notice to the CONTRACTOR terminate this Agreement or any Purchase Order issued hereunder, in whole or in part, at any time, either for the COUNTY's convenience or because of the failure of the CONTRACTOR to fulfill its Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall immediately discontinue all services affected unless the notice directs otherwise, and deliver to the COUNTY all data, drawings, specifications, reports, estimates, summaries, and any and all such other information and materials of

whatever type or nature as may have been accumulated by the CONTRACTOR in performing this Agreement, whether completed or in process.

(b) If the termination is for the convenience of the COUNTY, the CONTRACTOR shall be paid compensation for services performed to the date of termination.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill its Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by other Agreements or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for all reasonable additional costs occasioned to the COUNTY thereby. The CONTRACTOR shall not be liable for such additional costs if the failure to perform the Agreement arises without any fault or negligence of the CONTRACTOR; provided, however, that the CONTRACTOR shall be responsible and liable for the actions of its subcontractors, agents, employees and persons and entities of a similar type or nature. Such causes may include acts of God or of the public enemy, acts of the COUNTY in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but, in every case, the failure to perform must be beyond the control and without any fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill its Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be conclusively deemed to have been effected for the convenience of the COUNTY. In such event, adjustment in the Agreement price shall be made as provided in subsection (b) of this Section.

(e) The rights and remedies of the COUNTY provided for in this Section are in addition and supplemental to any and all other rights and remedies provided by law or under this Agreement.

SECTION 10. AGREEMENT AND PURCHASE ORDER IN CONFLICT. Whenever the terms of this Agreement conflict with any Purchase Order issued pursuant to it, the Agreement shall prevail.

SECTION 11. EQUAL OPPORTUNITY EMPLOYMENT. The CONTRACTOR agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement because of race, color, religion, sex, age, disability, or national origin and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, disability, or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

SECTION 12. NO CONTINGENT FEES. The CONTRACTOR warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the CONTRACTOR to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working solely for the CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this Agreement. For the breach or violation of this provision, the COUNTY shall have the right to terminate the Agreement at its sole discretion, without liability and to deduct from the Agreement price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

SECTION 13. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individ-

ual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

(b) The CONTRACTOR agrees that it will neither take any action nor engage in any conduct that would cause any COUNTY employee to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government.

(c) In the event that CONTRACTOR causes or in any way promotes or encourages a COUNTY officer, employee, or agent to violate Chapter 112, Florida Statutes, the COUNTY shall have the right to terminate this Agreement.

SECTION 14. ASSIGNMENT. This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances, by the parties hereto without prior written consent of the other party and in such cases only by a document of equal dignity herewith.

SECTION 15. SUBCONTRACTORS. In the event that the CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered by this Agreement, the CONTRACTOR must first secure the prior express written approval of the COUNTY. If subcontractors or other professional associates are required in connection with the services covered by this Agreement, CONTRACTOR shall remain fully responsible for the services of subcontractors or other professional associates.

SECTION 16. INDEMNIFICATION OF COUNTY. The CONTRACTOR agrees to hold harmless, indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claims, losses, damages or lawsuits for damages, arising from, allegedly arising from or related to

the provision of services hereunder by the CONTRACTOR.

SECTION 17. INSURANCE.

(a) GENERAL. The CONTRACTOR shall at the CONTRACTOR's own cost, procure the insurance required under this Section.

(1) Prior to commencement of work pursuant to this Agreement, the CONTRACTOR shall furnish the COUNTY with a Certificate of Insurance signed by an authorized representative of the insurer evidencing the insurance required by this Section (Workers' Compensation/Employer's Liability, Commercial General Liability, and Business Auto). The COUNTY, its officials, officers, and employees shall be named additional insured under the Commercial General Liability policy. The Certificate of Insurance shall provide that the COUNTY shall be given not less than thirty (30) days written notice prior to the cancellation or restriction of coverage. Until such time as the insurance is no longer required to be maintained by the CONTRACTOR, the CONTRACTOR shall provide the COUNTY with a renewal or replacement Certificate of Insurance not less than thirty (30) days before expiration or replacement of the insurance for which a previous certificate has been provided.

(2) The Certificate shall contain a statement that it is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement. In lieu of the statement on the Certificate, the CONTRACTOR shall, at the option of the COUNTY submit a sworn, notarized statement from an authorized representative of the insurer that the Certificate is being provided in accordance with the Agreement and that the insurance is in full compliance with the requirements of the Agreement.

(3) In addition to providing the Certificate of Insurance, if required by the COUNTY, the CONTRACTOR shall, within thirty (30) days

after receipt of the request, provide the COUNTY with a certified copy of each of the policies of insurance providing the coverage required by this Section.

(4) Neither approval by the COUNTY nor failure to disapprove the insurance furnished by a CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR indemnification of COUNTY under this Agreement.

(b) INSURANCE COMPANY REQUIREMENTS. Insurance companies providing the insurance under this Agreement must meet the following requirements:

(1) Companies issuing policies other than Workers' Compensation, must be authorized to conduct business in the State of Florida and prove same by maintaining Certificates of Authority issued to the companies by the Department of Insurance of the State of Florida. Policies for Workers' Compensation may be issued by companies authorized as a group self-insurer by Section 440.57, Florida Statutes.

(2) In addition, such companies other than those authorized by Section 440.57, Florida Statutes, shall have and maintain a Best's Rating of "A" or better and a Financial Size Category of "VII" or better according to A.M. Best Company.

(3) If, during the period which an insurance company is providing the insurance coverage required by this Agreement, an insurance company shall: 1) lose its Certificate of Authority, 2) no longer comply with Section 440.57, Florida Statutes, or 3) fail to maintain the requisite Best's Rating and Financial Size Category, the CONTRACTOR shall, as soon as the CONTRACTOR has knowledge of any such circumstance, immediately notify the COUNTY and immediately replace the insurance coverage provided by the insurance company with a different insurance

company meeting the requirements of this Agreement. Until such time as the CONTRACTOR has replaced the unacceptable insurer with an insurer acceptable to the COUNTY the CONTRACTOR shall be deemed to be in default of this Agreement.

(c) SPECIFICATIONS. Without limiting any of the other obligations or liability of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, procure, maintain and keep in force amounts and types of insurance conforming to the minimum requirements set forth in this subsection. Except as otherwise specified in the Agreement, the insurance shall become effective prior to the commencement of work by the CONTRACTOR and shall be maintained in force until the Agreement completion date. The amounts and types of insurance shall conform to the following minimum requirements.

(1) Workers' Compensation/Employer's Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. The CONTRACTOR will also be responsible for procuring proper proof of coverage from its subcontractors of every tier for liability which is a result of a Workers' Compensation injury to the subcontractor's employees. The minimum required limits to be provided by both the CONTRACTOR and its subcontractors is outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum

limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

(C) The minimum amount of coverage under Part Two of the standard Workers' Compensation Policy shall be:

\$300,000.00	(Each Accident)
\$300,000.00	(Disease-Policy Limit)
\$300,000.00	(Disease-Each Employee)

(2) Commercial General Liability.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by the latest edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office, without the attachment of restrictive endorsements other than the elimination of Coverage C, Medical Payment and the elimination of coverage for Fire Damage Legal Liability.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be as follows:

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$300,000.00
Each Occurrence Limit	\$300,000.00

(3) Business Auto Policy.

(A) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Part IV of the latest edition of the standard Business Auto Policy (ISO Form CA 00 01), as filed for use in the State of Florida by the Insurance

Services Office, without the attachment of restrictive endorsements. Coverage shall include owned, non-owned and hired autos.

(B) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an Umbrella or Excess policy) shall be per accident combined single limit for bodily injury liability and property damage liability. If the coverage is subject to an aggregate, the CONTRACTOR shall maintain separate aggregate limits of coverage applicable to claims arising out of or in connection with the work under this Agreement. The separate aggregate limits to be maintained by the CONTRACTOR shall be a minimum of three (3) times the per accident limit required and shall apply separately to each policy year or part thereof.

(C) The minimum amount of coverage under the Business Auto Policy shall be:

	<u>LIMITS</u>
Each Occurrence Bodily Injury and Property Damage Liability Combined	\$300,000.00

(d) COVERAGE. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY's officials, officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) OCCURRENCE BASIS. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis.

(f) OBLIGATIONS. Compliance with the foregoing insurance requirements shall not relieve the CONTRACTOR, its employees or agents of liability from any obligation under a Section or any other portions of this Agreement. It shall also be the responsibility of the

CONTRACTOR to ensure that all of its subcontractors performing services under this Agreement are in compliance with the insurance requirements of this Agreement as defined above.

SECTION 18. ALTERNATIVE DISPUTE RESOLUTION (ADR).

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY ADR procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY ADR procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative Code. Contract claims include all controversies, except disputes addressed by the "Prompt Payment Procedures," arising under this Agreement with ADR procedures set forth in Section 220.102, "Contract Claims," Seminole County Code.

(b) CONTRACTOR agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration in the COUNTY ADR procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY ADR procedures.

(c) In the event that COUNTY ADR procedures are exhausted and a suit is filed or legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

SECTION 19. REPRESENTATIVES OF THE COUNTY AND THE CONTRACTOR.

(a) It is recognized that questions in the day-to-day conduct of performance pursuant to this Agreement will arise. The COUNTY, upon request by the CONTRACTOR, shall designate in writing and shall advise

the CONTRACTOR in writing of one (1) or more of its employees to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed. The designated representative shall have the authority to transmit instructions, receive information and interpret and define the COUNTY's policy and decisions pertinent to the work covered by this Agreement.

(b) The CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of the CONTRACTOR who are authorized to act in behalf of and bind the CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep the COUNTY continually and effectively advised of such designation.

SECTION 20. ALL PRIOR AGREEMENTS SUPERSEDED. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained or referred to in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

SECTION 21. MODIFICATIONS, AMENDMENTS OR ALTERATIONS. No modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

SECTION 22. INDEPENDENT CONTRACTOR. It is agreed that nothing herein contained is intended or should be construed as in any manner creating or establishing a relationship of co-partners between the parties, or as constituting the CONTRACTOR (including its officers,

employees, and agents) the agent, representative, or employee of the COUNTY for any purpose, or in any manner, whatsoever. The CONTRACTOR is to be and shall remain forever an independent contractor with respect to all services performed under this Agreement.

SECTION 23. EMPLOYEE STATUS. Persons employed by the CONTRACTOR in the performance of services and functions pursuant to this Agreement shall have no claim to pension, workers' compensation, unemployment compensation, civil service or other employee rights or privileges granted to the COUNTY's officers and employees either by operation of law or by the COUNTY.

SECTION 24. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 25. PUBLIC RECORDS LAW. CONTRACTOR acknowledges COUNTY's obligations under Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, to release public records to members of the public upon request. CONTRACTOR acknowledges that COUNTY is required to comply with Article I, Section 24, Florida Constitution and Chapter 119, Florida Statutes, in the handling of the materials created under this Agreement and that said statute controls over the terms of this Agreement.

SECTION 26. COMPLIANCE WITH LAWS AND REGULATIONS. In providing all services pursuant to this Agreement, the CONTRACTOR shall abide by all statutes, ordinances, rules, and regulations pertaining to, or regulating the provisions of, such services, including those now in effect and hereafter adopted. Any violation of said statutes, ordinances, rules, or regulations shall constitute a material breach of this Agreement, and shall entitle the COUNTY to terminate this Agreement immediately upon delivery of written notice of termination to the

CONTRACTOR.

SECTION 27. NOTICES. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by registered or certified United States mail, with return receipt requested, addressed to the party for whom it is intended at the place last specified and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this Section. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

FOR COUNTY:

Seminole County Planning & Development
1101 E. 1st St.
Sanford, FL 32771

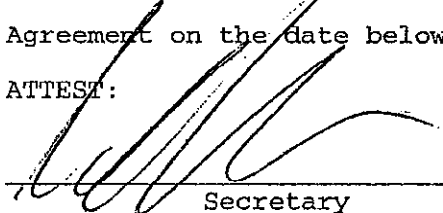
FOR CONTRACTOR:

The D.R.S. Group, Inc.
600 Technology Park Dr., Ste. 104
Lake Mary, FL 32746

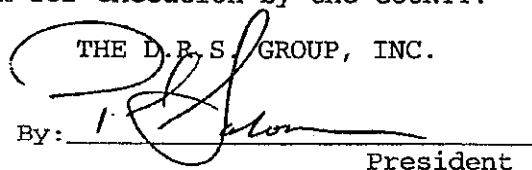
SECTION 28. RIGHTS AT LAW RETAINED. The rights and remedies of the COUNTY, provided for under this Agreement, are in addition and supplemental to any other rights and remedies provided by law.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the date below written for execution by the COUNTY.

ATTEST:


Secretary

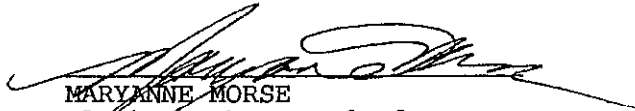
(CORPORATE SEAL)

THE D. R. S. GROUP, INC.
By: 
President

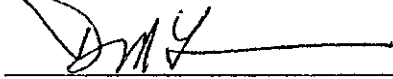
Date: JUNE 11, 2003

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA



MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

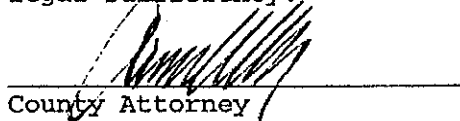
By: 

DARYL G. MCLAIN, Chairman

Date: 6-23-03

For use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by
the Board of County Commissioners
at their 6/10, 2003
regular meeting.



County Attorney
AC/lpk
5/28/03
RFP-4183-Secondary

Attachments:

- Exhibit "A"- Scope of Services
- Exhibit "B"- Sample Purchase Order