

14. Award RFP-4185-03/JVP – Copier Printing Management, to Lanier Worldwide, Orlando (Not-To-Exceed \$18,180.00 per year).

RFP-4185-03/JVP will provide for copying service to Library patrons throughout Seminole County. Per the Board of County Commissioners approved Library Services fee schedule, the RFP is based on a fee charged of 10 cents per copy. All revenues realized will be retained by the Library and deposited to the General Fund. Based on the projected number of copies per year this contract will be revenue neutral.

Under the proposed contract, the County will have two costs, the lease of the copiers and the paper. All toner, parts, labor, and service will be provided by Lanier under the lease agreement. These costs will be offset by the revenue generated by Library patrons. The lease cost is divided into two parts: a fixed amount of \$1,230 per month and a variable cost of \$0.0095 cents per copy (or \$142.50 for 15,000 copies). These costs will be offset by approximately 15,000 paid copies per month at 10 cents each (\$1,500); leaving \$127.50 per month for paper. Based on usage data for the past three quarters, 15,000 copies per month is a reasonable estimate for the patron copies. If usage exceeds 15,000 copies per month the County may realize a small net gain. (Fixed costs remain \$1,230 per month and variable costs of \$0.0095 plus paper are more than offset by the 10 cents per copy charge.)

This project was publicly advertised and the County received two (2) submittals. The Evaluation Committee, which consisted of Suzy Goldman, Library Services Director; Stephanie Kobrin, Business Manager; and Jane Peterson, Library Services Manager evaluated the submittals. The evaluation of technical acceptability was based on the following criteria, with the recommendation of award being to the most advantageous, technically acceptable offeror:

- Understanding of Approach
- Ability to Perform
- Firm's Experience and Capabilities

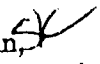
The Evaluation Committee recommends the Board to award the project to the most advantageous, technically acceptable offeror, Lanier Worldwide of Orlando for a fixed lease amount of \$1,230 per month and variable cost of \$0.0095 cents per copy. The not-to-exceed amount is based on the maximum number of anticipated copies (30,000 copies per month). Note however that as the number of copies goes up over 15,000 the County will actually realize a net gain to the General Fund deposit amount over the per copy cost paid to Lanier. The agreement will become effective upon execution by the County and shall remain in effect for a period of three (3)

years. Upon mutual agreement of the parties, the contract may be renewed for two (2) additional terms not to exceed one (1) year each.

Funds are available in account number 044200-53044000 (Library Services, Rental and Leases). Library and Leisure Services and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the issuance of purchase orders pursuant to the scope of services as described in the RFP documents. Offsetting revenue will be deposited to the General Fund.

MEMORANDUM

TO: Jacqui Perry,
Purchasing Division

FROM: Stephanie Kobrin,
Library & Leisure Services

DATE: May 7, 2003

RE: RFP 4185/JVP Public Library System Copier Management

After reviewing the proposals, the Qualification Team recommends awarding the contract to Lanier Worldwide under Option 1. Attached are the copies of the Evaluation Forms previously submitted. The account number is 044200-53044000.

Thank you.

Attachments

EVALUATION FORM – RFP-4185/JVP
Public Library System Management

14

Evaluation Committee: Suzy Goldman, Stephanie Kobrin, Jane Peterson

<p>Relevant Experience and Operating Record (30)</p> <ul style="list-style-type: none"> Corporate Qualifications and Credentials, including experience in similar work; qualifications of the firm and individuals responsible for providing required services Experience with governmental entities History of performance / Relevant confirmation of references (minimum of 3 references) Corporate organization and location of the Firm in charge of County's account 	<p>Lanier Worldwide 1991 Summit Park Dr. Ste 2000 Orlando, FL 32810</p>	<p>Ikon Office Solutions 2600 Lk. Lucien Dr Maitland, FL 32751</p>		
<p>Project Understanding and Approach (35)</p> <ul style="list-style-type: none"> Technical approach to project Demonstrated understanding of the services needed Adequacy of proposed staff and equipment 	<p>30</p>	<p>20</p>		
<p>Ability to Perform (35)</p> <ul style="list-style-type: none"> Availability of equipment Workload/Availability of staff Ability to meet specifications 	<p>35</p>	<p>30</p>		
<p>Overall Assessment:</p> <p>H = Highly Acceptable. Proposal exceeds the requirements in a way that benefits the County or meets the requirements and has enhancing features, which benefits the County.</p> <p>A = Acceptable. Proposal meets the County Requirements. Any weakness is minor.</p> <p>M = Marginal. Proposal contains weaknesses or minor deficiencies, which could have an impact, if accepted.</p> <p>U = Unsatisfactory. Proposal does not comply substantially with the requirements.</p>	<p>H</p>	<p>A</p>		

Notes:

Qualification Committee Member:



EVALUATION FORM – RFP-4185/JVP
Public Library System Management

Evaluation Committee: Suzy Goldman, Stephanie Kobrin, Jane Peterson

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Qualification Committee Member: Joe G. Toles

Notes:

EVALUATION FORM - RFP-4185/JVP
Public Library System Management

Evaluation Committee: Suzy Goldman, Stephanie Kobrin, Jane Peterson

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Notes:

Qualification Committee Member: Steph Kobrin

DRAFT

**LIBRARY SERVICES AGREEMENT (RFP-4178-02/BJC)
PHOTOCOPYING AND PUBLIC PRINTING MANAGEMENT**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between _____, duly authorized to conduct business in the State of Florida, whose address is _____, 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 photocopying and public printing management for the Seminole County Public Library System; 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 services 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.

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 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.

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 the CONTRACTOR pursuant to this Agreement including reimbursable expenses, shall not exceed _____ 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 Library and Leisure Services
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 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 individual, 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) 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 (Professional Liability, Workers' Compensation/Employer's Liability and Commercial General Liability). 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:

\$ 500,000.00	(Each Accident)
\$1,000,000.00	(Disease-Policy Limit)
\$ 500,000.00	(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	\$1,000,000.00
Each Occurrence Limit	\$1,000,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00).

(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. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence 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.

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 Library and Leisure Services
1101 East First Street
Sanford, Florida 32771

FOR CONTRACTOR:

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)

By: _____
 , President

Date: _____

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: _____

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 _____, 20____
 regular meeting.

 County Attorney

AC/lpk
 1/10/03
 rfp-4178

Attachments:

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

TECHNICAL REQUIREMENTS

General Requirements.

1. Employee qualifications. Contractor shall be responsible for his/her employees assigned and assure County that they comply with the following requirements:
 - Physically able to perform services ensuring that they meet the physical standards necessary to perform the required services;
 - Receiving adequate supervision by Contractor in order to ensure satisfactory performance of all work in accordance with Agreement.
2. Employee Listing. Contractor shall provide a listing of all employees assigned. List shall include full name and social security number. List shall be updated by Contractor as changes occur.
3. Dress Code. Contractor shall provide a dress code to the County outlining appropriate dress of Contractor's personnel.
4. Access. The Contractor shall not provide access to any individuals other than his/her personnel to County buildings.
5. Supplies, materials, vehicles and equipment. Contractor shall furnish all supplies, materials, equipment and vehicles necessary to fulfill the requirements of the Agreement. In addition, the Contractor shall maintain all vehicles in good working condition.
6. Work Hours. Work hours for the Contractor personnel shall be 8:30 A.M. to 5:00 P.M., Monday through Friday and Saturday, unless otherwise indicated by the County.

Background

The Seminole County Public Library System is made up of 5 branch libraries (locations below). The Central Branch has three (3) photocopiers available for public use. The other branches have one (1) each. Volume averages 20,800 copies per month system-wide at a charge of .10¢ per page (rates are set by the Board of County Commissioners).

Space available for photocopiers is as follows:

East	54 inches wide x 36 inches deep
North	53 inches wide
West	42 inches wide x 44 inches deep
Central	No space constraints
Northwest	No space constraints

Following is the breakdown of the number of public use PC's in each branch. Currently, each PC has it's own inkjet printer attached. Patrons pay for printouts at the circulation desk on the "honor system".

Central Branch	19
East Branch	13
North Branch	8
Northwest Branch	13
West Branch	13

Please respond to any or all of Options 1 - 5 individually:

Option 1 – Photocopying only – coin/bill operated

1. Install three (3) **coin/bill** operated copiers in the Central Branch Library at 215 N. Oxford Rd., Casselberry, FL 32707
2. Install four (4) **coin/bill** operated copiers, one (1) in each of the following branch libraries:
 East Branch Library, 310 Division St., Oviedo, FL 32765
 North Branch Library, 150 N. Palmetto Ave., Sanford, FL 32771
 Northwest Branch Library, 580 Greenway Blvd., Lake Mary, FL 32746
 West Branch Library, 245 Hunt Club Blvd., N., Longwood, FL 32779
3. An allowance of at a minimum the following number of free copies per branch, per month, for internal library use.

Central Branch	2,000
East Branch	1,000
North Branch	1,000
Northwest Branch	1,000
West Branch	1,000
4. Vendor will supply all paper, toner, parts, and service for the copiers at no cost to Seminole County.
5. Normal service response time shall be eight hours or less.
6. Vendor will collect all revenue from copiers and provide monthly activity reports.

Option 2 – Photocopying only – debit/credit card operated

1. Install three (3) **debit/credit card** operated copiers in the Central Branch Library at 215 N. Oxford Rd., Casselberry, FL 32707
2. Install four (4) **debit/credit card** operated copiers, one (1) in each of the following branch libraries:
 East Branch Library, 310 Division St., Oviedo, FL 32765
 North Branch Library, 150 N. Palmetto Ave., Sanford, FL 32771
 Northwest Branch Library, 580 Greenway Blvd., Lake Mary, FL 32746
 West Branch Library, 245 Hunt Club Blvd., N., Longwood, FL 32779
3. An allowance of at a minimum the following number of free copies per branch, per month, for internal library use.

Central Branch	2,000
East Branch	1,000
North Branch	1,000
Northwest Branch	1,000
West Branch	1,000
4. Vendor will supply all paper, toner, parts, and service for the copiers at no cost to Seminole County.
5. Normal service response time shall be eight hours or less.
6. Vendor will collect all revenue from copiers and provide monthly activity reports.

Option 3 – Photocopying and public printing - coin/bill operated

Same as Option 1 above, and:

7. Implement a networked, pay for service, printing solution from all public pc's to a central location in each branch library.

Option 4 – Photocopying and public printing – debit/credit card operated

Same as Option 2 above, and:

7. Implement a networked, pay for service, printing solution from all public pc's to a central location in each branch library.

Option 5 – Propose any solution for our printing requirements that you would like the County to consider.

Note: For all options, if a copier is out of service for a period greater than 24 hours, a replacement copier must be provided.