

12. Award RFP-4183-03/JVP – Term Contract for County-Wide Document Scanning of Paper Files, to Jiffy Reprographics of Clearwater (Primary Vendor) and DRS Group of Lake Mary (Secondary Vendor) (\$266,672.00 per year for both Contracts).

RFP-4183-03/JVP will provide for all labor, materials, equipment, coordination and incidentals necessary to convert County-wide paper documents to electronic format as described in the statement of work.

This project was publicly advertised and the County received nine (9) responses. The Evaluation Committee, which consisted of Kimberly Zanotti, Imaging Coordinator/Information Technologies/GIS; Craig Shadrix, Program Manager/ Planning and Development/Community Resources and Marie Lackey, Stormwater Technician, Public Works evaluated the two lowest priced submittals.

Consideration was given to each firm's references, security arrangements, quality control and operation plan in determining technical acceptability. The two lowest priced offers were determined to be technically acceptable and there was no need to evaluate the remaining six submittals. One response was found to be non-responsive for taking exception to the solicitation's requirements.

The Evaluation Committee recommends award of the contracts to Jiffy Reprographics of Clearwater, as a Primary vendor and DRS Group of Lake Mary as a Secondary vendor. The estimated annual amount for both contracts is \$266,672.00 per year. The agreements will take effect on the date of its execution and shall run for a period of three (3) years and may be renewed for two (2) successive periods not to exceed one (1) year each. Authorization for performance of services by the Providers under this agreement shall be in the form of written Purchase Orders issued and executed by the County. The work and dollar amount for each Purchase Order will be negotiated on an as-needed basis for each project.

Information Technology/GIS, Planning and Development/Community Resources and Fiscal Services/Purchasing and Contracts Division recommend the Board approve the project and authorize the Chairman to execute the Agreements as prepared and approved by the County Attorney's Office with no major deviation of terms and pursuant to the scope of services in the RFP documents.

**TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES
(RFP-4183-03/JVP - PRIMARY)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **JIFFY REPROGRAPHICS**, duly authorized to conduct business in the State of Florida, whose address is 411 South Garden Avenue, Clearwater, Florida 33756, 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.

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:

Jiffy Reprographics
411 S. Garden Av.
Clearwater, FL 33756

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:

JIFFY REPROGRAPHICS

Secretary

(CORPORATE SEAL)

By: _____
ROBERT J. ROPERTI, 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
5/28/03
RFP-4183-Primary

Attachments:

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

Primary

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	\$.82	\$172,200.00
2	Small Format (legal, letter or ledger size)	1,962,000	page	\$.036	\$70,632.00
3	Document Keyword Index	250,000	each	\$.08	\$20,000.00
4	Document Keyword Index with barcode values	25,000	each	\$.04	\$1,000.00
5	Portable Hard Drives	3	each	\$280.00	\$840.00
6	Pickup and Delivery (round trip)	20	trip	\$100.00	\$2,000.00
GRAND TOTAL PRICE					\$266,672.00

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: <u>JEFFY REPROGRAPHICS</u>		F. E. I. N. or SS Number:	
Mailing Address: <u>411 So. GARDEN AVE</u>		Street Address: <u>411 So GARDEN AVE</u>	
City, State, Zip: <u>CLEARWATER, FL 33756</u>		City, State, Zip: <u>CLEARWATER FL 33756</u>	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship <input type="radio"/> Joint Venture		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. x <u>Robert J. Roberti</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>FLORIDA</u> Year: <u>1988</u>			
Telephone Number: <u>(727) 442-7125</u>		Typed or Printed Name: <u>ROBERT J. ROBERTI</u>	
Toll Free Telephone Number: (800) <u>780-7377</u>		Title: <u>PRESIDENT</u>	
Fax Number: <u>(727) 442-4745</u>		Delivery in _____ days, ARO	Payment Terms: <u>2% 10 days, Net 30</u>
F.O.B.: <u>DESTINATION</u>		<input type="checkbox"/> 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.

Primary

DOCUMENT SCANNING PRICE PROPOSAL

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1	Large Format ("E" size or Blueprint size)	210,000	page	\$.82	\$172,200.00
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GRAND TOTAL PRICE					\$266,672.00

- 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: JEFFY REPROGRAPHICS		F. E. I. N. or SS Number:	
Mailing Address: 411 So. GARDEN AVE		Street Address: 411 So GARDEN AVE	
City, State, Zip: CLEARWATER, FL 33756		City, State, Zip: CLEARWATER FL 33756	
Type of Entity: (Circle one) <input checked="" type="radio"/> Corporation Partnership Proprietorship <input type="radio"/> Joint Venture		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. X <u><i>Robert J. Roberti</i></u> Authorized Signature (Manual)	
Incorporated in the State of: FLORIDA Year: 1988			
Telephone Number: (727) 442-7125		Typed or Printed Name: ROBERT J. ROBERTI	
Toll Free Telephone Number: (800) 780-7377		Title: PRESIDENT	
Fax Number: (727) 442-4745		Delivery in _____ days, ARO	Payment Terms: 2% 10 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.

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 meet 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.

2. Operational Plan (methodology)

Overview:

The steps and procedures outlined here are in chronological order and designed to provide a four week turnaround for each batch of documents (approximately 10,500 drawings, and 98,000 documents).

The entire project will be performed at Jiffy Reprographics Clearwater, FL facility. Document preparation and storage, plus file indexing, will be in a secure 3,000 sq ft work area. The secured facility will be equipped with fire control devices

Document scanning will be performed in Jiffy's main production area (approx 8,000 sq ft), during a second shift. The documents and drawings will be returned to the secure preparation and storage area once scanned.

The Document Management software used for the project is Information Research Management's (IMR) Alchemy® family. Alchemy will be used by Jiffy Reprographics for scanning, indexing, database build, and publishing to 120 GB Firewire external Hard drives.

Pickup of documents

Shipments will be checked against the county's control log. Driver will confirm drawings picked up (be sets or project id) match the control log prior to leaving the Seminole County files facility.

Pickup and return of documents will be by Jiffy Reprographics driver and vehicle. Jiffy drivers are bonded and insured.

Drawings will be offloaded and stored at Jiffy's dedicated facility for scanning preparation. The drawings will again be checked against the county's control log.

Preparation for scanning

Bob Neely, manager of Jiffy's electronic records management services, will meet with the county's staff to assure the county's protocol for organizing and indexing are understood, and properly implemented. Jiffy welcomes the presence of county personnel at anytime of phase of the project to assure themselves these standards and protocols are maintained.

Document preparation staff will un-bind, de-staple. flatten, smooth folds and creases, trim excess borders, tape tears where required. Document type and project number in visible on the first page of a set. Any seals will be

shaded to assure visibility in the scanned file, and any highlights circled. Orient drawings for landscape, 1st to last scanning order.

Drawings will be batch identified, sorted by project and assigned to designated scanning system. Each project will be checked for completeness (against drawing index if available) and sheet order. *Missing sheets or unlisted drawings will be reported by email to the county's designated representative for instructions.* location of missing or illegible drawings will be flagged.

Batch control sheets (BCS) will be printed from the inventory database containing pertinent. Index data. The batch control sheets will be used to auto-index as many fields as practical, and to separate project sets and serve as beginning and ending of sets indicator to scanning operator. Preparation personnel will insert a batch cover sheet as the first sheet for each project/division set.

Once preparation is completed, batches will be generated for scanning, and containerized for transportation to Jiffy digital printing department.

Damaged drawings may be temporarily placed in a clear film sleeve, and then be scanned, if the condition of the original prevents it from being successfully "fed" through the scanners.

Document Scanning

Wide Format b/w & grayscale scanning will be performed on 2 high-speed, wide format scanners, by a trained operator. A third scanner is available if needed. Scanning resolution will be 300 dpi (400 dpi is available if needed).

Letter, legal and tabloid (11" x 17") black/white, gray scale (simplex or duplex) scanning will be performed on one of four high-speed document scanners at 200 or 300 dpi.

The resulting TIF ccit4 compressed files (single or multi-page) will be saved to the company's server to await indexing and quality control. Each image will be visually checked as scanned, then reviewed by the indexing operator prior to indexing, and finally checked again during indexing.

Documents requiring rescanning will be assembled into a separate batch, with each clearly identified as to set/project location. These images will be verified and manually indexed by the project administrator to guarantee correct index information, and to document rescan data for the project committee's review (see quality control section).

Scanned documents will be reassembled to original order, and returned to the original county shipping container. Each container will be marked "SCANNED: _____ (date) _____".

Indexing

Indexing Techniques will be established to minimize manual key indexing. Methods utilized include: Folder and file ID conventions, OCR capture from prepared batch scanning separator sheets, importing data from county supplied text spreadsheet or database files.

IMR Alchemy®, the industry standard document management software, with over 10,000 ongoing installations worldwide, will be used for scanning and indexing images to county specifications. Indexing methods will be one of the following. Each fields format, and source of data will determine the appropriate method:

- Auto-Indexing – Batch separator sheets will be prepared for each project (set) as established by the counties standard filing procedures. All set indexes (ie. Owner, address, project name, department, etc) will be printed numerically and bar-coded on each separator sheet. These sheets will be scanned and the indexes automatically captured by the Alchemy scan software. The sheets will be a minimum of 12 x 36 size for drawings, printed on colored paper with high quality text, barcode and other data to allow for 100% OCR accuracy. The information printed on the sheets will be from supplied ascii delimited text files or databases generated by Jiffy personnel (i.e. indexing prepared prior to scanning from originals and supplied information.
- Lookup tables (merge) indexing – fill index fields from Seminole County supplied ascii or database files whenever possible. Not only does this method save time, it increases accuracy and simultaneously provides and accuracy check.
- Key (manual) indexing. Index information unavailable from other sources will be manually input by trained operators. Information entered manually will require a higher degree of cross checking, and hopefully can be kept to a minimum, relying on the more efficient and accurate methods described above.

Database build, verification, and publishing.

Indexes and images will be linked and verified using Alchemy Premium® software. Once indexes have been checked and found satisfactory by Jiffy's Q/C personnel, the images and index database will be published to one of three 120GB Firewire connected external hard drives for delivery to the county. Jiffy will provide the county with a Firewire port card if a connection is not currently available. Firewire connected peripherals are much faster to download, and are more reliable, than USB connected devices.

Jiffy will hold the documents and the index database pending checking and approval by the county. Any required corrections will be made and a resubmitted to the county.

One DVD set will be archived by Jiffy for backup during the duration of the contract.

Typically, each set of documents will be personally delivered by the Project Manager during the monthly update meeting described above (Q/C section).

Ad Hoc Requests:

Jiffy will establish a password protected folder on its FTP site for Seminole county. Any needed drawings or documents will be scanned and uploaded to the ftp site within 24 hours of notification by the county. Drawings and documents will be identified by their permit number. The county will be notified by phone and email when the files have been uploaded and are available for downloading.

We can also print and ship hardcopy to the county or authorized third parties if needed, within the same 24 hour period. Jiffy's standard digital printing rates would apply, and could be invoiced either to the county or the third party.

Billing and accounting:

Jiffy Reprographics will invoice Seminole County per completed and approved batch, based on actual document count, per the price schedule included in this proposal. Our standard terms are 30 days net from date of invoice. Invoicing procedures will comply with the provisions listed in the county's General Conditions: Invoicing and payment

**TERM CONTRACT FOR DOCUMENT SCANNING OF PAPER FILES
(RFP-4183-03/JVP - SECONDARY)**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, 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.

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:

THE D.R.S. GROUP, INC.

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
5/28/03
RFP-4183-Secondary

Attachments:

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

SCOPE OF SERVICES
DOCUMENT SCANNING OF PAPER FILES

E 12

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 meet 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.

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

12

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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.

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.

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 - 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).

