

25. Award IFB-3071-03/PER – Term Contract for Printing, Envelopes, Billing Statements and Delinquent Notices, to Seminole Imaging Products, Altamonte Springs (Not-to-exceed \$108,947.50 for five (5) year period).

IFB-3071-03/PER will provide for printing of envelopes, billing statements and delinquent notices with Seminole County's technical specifications for Water & Sewer Billing Division.

This project was publicly advertised and the County received seven (7) submittals. The Review Committee which consisted of Dan Cotterman, Customer Accounting Supervisor; Kathy Smith, Water and Sewer/Billing Division and Barbara Walls, Water and Sewer Billing Division, evaluated the responses. Consideration was given to the firm's responsibility and the proposed price for the required services.

The Review Committee recommends the award of the Term Contract to the lowest responsive, responsible Bidder, Seminole Imaging Products, Inc., Altamonte Springs. The agreement shall take effect the date of its execution and shall remain in effect for an original term of three (3) years and at the sole option of the County, the agreement may be renewed for two years, each not exceeding one year.

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. The work and dollar amount for each Purchase Order will be determined for each project and the Purchase Order will be issued on an as-needed basis. The estimated usage for the five (5) year period is not-to-exceed \$108,947.50.

Environmental Services/Water & Sewer Billing and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the issuance of Purchase Orders on an as needed basis.

Opened By: Patti Ellis-roberts and Jacqui Perry
Tabulated by: Patti Ellis-Roberts and Jacqui Perry

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**PRINTING SERVICES AGREEMENT (IFB-3071-03/PER)
ENVELOPES, BILLING STATEMENTS AND DELINQUENT NOTICES**

THIS AGREEMENT is made and entered into this _____ day of _____, 20____, by and between **SEMINOLE IMAGING PRODUCTS, INC.**, duly authorized to conduct business in the State of Florida, whose address is 709 Teal Lane, Altamonte Springs, Florida 32701, 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 envelopes, billing statements and delinquent notices printing services 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 provide envelopes, billing statements and delinquent notices printing services to the COUNTY and desires to provide services according to the terms and conditions stated herein,

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

SECTION 1. SERVICES. The COUNTY does hereby retain the CONTRACTOR to furnish services/materials as further described in the Scope of Services attached hereto as Exhibit "A" and made a part hereof. Required services/materials 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.

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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/materials 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.

SECTION 4. DELIVERY. Inside delivery to the second floor storage area, twice per month delivery with quantities delivered based on

established inventory levels by the Copy Personnel and Water and Sewer Billing and Receivables Division.

SECTION 5. 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 6. COMPENSATION. The COUNTY agrees to compensate the CONTRACTOR for the professional services called for under this Agreement on a "Fixed Fee" basis. When a Purchase Order is issued for a "Fixed Fee Basis," then the applicable Purchase Order Fixed Fee amount shall include any and all reimbursable expenses. The total compensation paid to the CONTRACTOR pursuant to this Agreement, including reimbursable expenses, shall not exceed TWENTY-ONE THOUSAND SEVEN HUNDRED EIGHTY-NINE AND 50/100 DOLLARS (\$21,789.50) per year.

SECTION 7. PAYMENT AND BILLING.

(a) The CONTRACTOR shall perform all work and supply all materials 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:

Water and Sewer Billing Division
500 West Lake Mary Boulevard
Sanford, Florida 32773-7499

(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 8. 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 9. 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 10. 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 11. 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 12. 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 13. 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 14. CONFLICT OF INTEREST.

(a) The CONTRACTOR agrees that it will not contract for or accept employment for the performance of any work or service with any individual, business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this Agreement with the COUNTY.

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

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

SECTION 15. 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 16. 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 17. 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 18. 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:

\$100,000.00	(Each Accident)
\$100,000.00	(Disease-Policy Limit)
\$100,000.00	(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 19. 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 partici-

pating in the mediation.

SECTION 20. 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 21. 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 22. 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 23. 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 24. 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 25. SERVICES NOT PROVIDED FOR. No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

SECTION 26. 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 27. 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 28. 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:

Water and Sewer Billing Division
500 W. Lake Mary Blvd.
Sanford, FL 32773-7499

FOR CONTRACTOR:

Seminole Imaging Products, Inc.
709 Teal Ln.
Altamonte Springs, FL 32701

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:

SEMINOLE IMAGING PRODUCTS, INC.

Secretary
(CORPORATE SEAL)

By: _____
PIERRE ALEXANDER, 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 the 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
6/5/03
ifb-3071

Attachments:

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

Scope of Work

Item	Description
1.	<p>Return Envelopes: 450,000 each.</p> <ul style="list-style-type: none"> • #9 envelope white with black ink printing on both sides per sample attached. • To be printed on the back of the Water and Sewer return envelopes: <ol style="list-style-type: none"> 1. DO NOT MAIL CASH. 2. DO NOT STAPLE OR PAPER CLIP YOUR CHECK TO YOUR PAYMENT STUB. 3. INDICATE ACCOUNT NUMBER ON YOUR CHECK. 4. INCLUDE YOUR PAYMENT STUB. 5. INDICATE ADDRESS CHANGE ON PAYMENT STUB AND THE FACE OF THE ENVELOPE.
2.	<p>Window Envelopes: 450,000 each.</p> <ul style="list-style-type: none"> • #10 window envelope with 4 1/2" x 1 3/16" window positioned 7/8" from the left edge and 1/2" from the bottom of the envelope as per attached sample. • Preprinting in Blue ink to County Specifications. • Presorted First Class Mail U. S. Postage Paid Orlando, FL Permit No. 1665 preprinted in upper right hand corner.
3.	<p>Billing Statements: 420,000 each.</p> <ul style="list-style-type: none"> • 8 1/2" x 11" with perforation line 2 13/16" from bottom of form. • 20lb. Stock, white paper with faded blue ink logo positioned 3 1/8" from the top and centered on the form. • Verbiage typed using black ink on back of form must be updated by the Water and Sewer Billing and Receivables Division prior to printing each year.
4.	<p>Delinquent Notices: 30,000 each.</p> <ul style="list-style-type: none"> • 8 1/2" x 11" with perforation line 2 13/16" from the bottom of the form. • 20lb stock, pink paper with faded gray ink logo positioned 3 1/8" from the top and centered on the form. • Verbiage typed using black ink on back of form must be updated by the Water and Sewer billing and Receivables Division prior to printing each year.

<p>Submit Bid to:</p> <p>SEMINOLE COUNTY SERVICES BUILDING 1101 E. 1st Street, Room 3208 Sanford, Florida 32771-1468</p> <p>Attn.: Purchasing</p>	<p>INVITATION FOR BID</p> <p>IFB-3071-03/PER</p> <p>Term Contract for Printing: Envelopes, Billing Statements and Delinquent Notices</p>
<p>Contact:</p> <p>Patti Ellis-Roberts, CPPB, Procurement Analyst E-mail: pellis@co.seminole.fl.us or Phone: (407) 665-7113</p>	<p>BIDDER NAME: <u>SEMINOLE IMAGING PRODUCTS</u></p>
<p>Bid Due Date & Time:</p> <p>May 7, 2003 at 2:00 p.m.</p>	<p>MAILING ADDRESS: <u>706 TEAL LANE</u></p>
<p>Location of Public Opening:</p> <p>County Services Building, Room 3223, 1101 E. 1st Street, Sanford, Florida 32771</p>	<p><u>ALTAMONTE SPRINGS FL 32701</u> Email: <u>MONAMIPIEROT@AOL.COM</u> Phone #: <u>407-831-3559</u> Fax #: <u>407-831-8857</u></p>
<p>ATTACHMENTS: SAMPLE OF ENVELOPES AND STATEMENTS MAY BE PICKED UP AT 1101 E. FIRST STREET ROOM #3208 OR REQUESTED BY PHONE AT 407-665-7113. SAMPLES MUST BE OBTAINED TO BID ON THIS PROJECT.</p>	

**TERM CONTRACT
INVITATION FOR BID
GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS**

These documents constitute the complete set of terms and conditions, specification requirements, and bid forms. All bid sheets and attachments must be executed and submitted in a sealed envelope. The face of the envelope shall contain Bidder's name, return address, the date and time of bid opening, the bid number and title. Bids not submitted on the enclosed Bid Form shall be rejected. **BIDDERS SHALL SUBMIT THREE (3) COMPLETE SETS (ONE [1] ORIGINAL AND TWO [2] COPIES) OF THEIR BID, COMPLETE WITH ALL SUPPORTING DOCUMENTATION. SUBMITTAL OF A BID IN RESPONSE TO THIS INVITATION TO BID CONSTITUTES AN OFFER BY THE BIDDER.** Bids that do not comply with these requirements may be rejected at the option of the County.

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

ADDENDUM: The County will record its responses to inquiries, any supplemental instructions, and/or necessary revisions to Bid Documents, in the form of a written addendum. Should revisions to the Bid Documents become necessary, the County

will post a written addendum to the Purchasing Division's website (www.co.seminole.fl.us/business/purchasing). All addenda will be posted at least seven days before bid closing.

(Subcontractor)
SEE JOINT VENTURE FORM / i.e. Alam 25
Call Bill R. EWASKO for past performances

**PAST PERFORMANCE/EXPERIENCE
SIMILAR PROJECTS**

Project Name:
Owner:
Reference Name:
Reference Address:
Phone Number: ()
Fax Number: ()
Fees Earned:
Project Total Cost:
Project Completion Date:
Actual Completion Date:
Over / (Under) Budget in \$ and %:
Summary of Work:
Comments:

Project Name:
Owner:
Reference Name:
Reference Address:
Phone Number: ()
Fax Number: ()
Fees Earned:
Project Total Cost:
Project Completion Date:
Actual Completion Date:
Over / (Under) Budget in \$ and %:
Summary of Work:
Comments:

This Form Must Be Completed and Returned with your Submittal

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Seminole Imaging Products, Inc.
Computer, Printer & Data Supplies.

Thursday, May 15, 2003

5/15/03

Seminole County Services Building
1101E. 1 st street, Room 3208
Attention : Patti Ellis-Roberts / Procurement Analyst

Dear Patti ,
Confirming our conversation this morning regarding Bid # IFB-3071-03/PER

Here is the Price Unit per thousand.

- 1) Envelope # 9 17.70 / m
- 2) Envelope # 10 18.90 / m
- 3) Billing Statements white: 11.61 / m
- 4) Delinquent notices pink : 14.81 /m

Yours truly ,

Pierre Alexander

Pierre Alexander

Phone: 407-831-3559 * Fax: 407-831-8857 * Email: monamipierot@aol.com
709 Teal Lane, Altamonte Springs, FL 32701

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BID RESPONSE FORM
IFB-3071-03/PER
PRINTING: ENVELOPES, BILLING STATEMENTS AND DELINQUENT NOTICES

In accordance with the foregoing terms, conditions and specifications, the undersigned bidder hereby submits the following firm, fixed prices for supplying Seminole County, **FOB DESTINATION**, with the following: **(NOTE: Quantities listed are estimates to be used only for evaluation purposes. Actual quantities will vary.)**

ITEM	DESCRIPTION	U/M	ESTIMATED QUANTITY	UNIT PRICE	EXTENDED PRICE
1.	Return Envelopes: #9 black ink white envelope	EACH	450,000	\$ 17.70	\$ 7,965.00
2.	Window Envelopes: #10 blue ink white envelope	EACH	450,000	\$ 18.90	\$ 8,505.00
3.	Billing Statements: white paper	EACH	420,000	\$ 11.61	\$ 4,876.20
4.	Delinquent Notices: pink paper	EACH	30,000	\$ 14.81	\$ 443.30
Total					\$21,789.50

This Form Must Be Completed and Returned with your Submittal.

Bidder (Company) Name: <u>SEMINOLE IMAGING Products</u>		F. E. I. N. or SS Number: <u>593743322</u>	
Mailing Address: <u>706 Teal Lane</u>		Street Address: <u>706 Teal Lane</u>	
City, State, Zip: <u>Altamonte Springs, FL 32701</u>		City, State, Zip: <u>Altamonte Springs, FL 32701</u>	
Type of Entity: (Circle one) <input type="checkbox"/> Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture		I hereby certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid 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 bid and certify that I am authorized to sign this bid for the Bidder. X <u>Pierre Alexander</u> Authorized Signature (Manual)	
Incorporated in the State of: <u>Florida</u> Year: <u>2001</u>		Typed or Printed Name: <u>PIERRE ALEXANDER</u>	
Telephone Number: <u>(407) 831-3554</u>		Title: <u>PRESIDENT</u>	
Toll Free Telephone Number: <u>(800)</u>		Delivery in <u>7</u> days, ARO	
Fax Number: <u>(407) 831-8857</u>		Payment Terms: <u> </u> % <u> </u> days, Net 30	
F.O.B.: <u>DESTINATION</u>		Bid Security is attached, when required, in the amount of: \$	

This Form Must Be Completed and Returned with your Submittal

BIDDER INFORMATION

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

Bidder Information

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

PROPRIETORSHIP	
Proprietor:	

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

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

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

JOINT VENTURE INFORMATION			
Firm #1 Firm Name: <u>ALOHA PRINTING</u> Address: <u>4420 Metcalf Drive "D"</u> City/State/Zip: <u>WILKINSON PARK FL 32792</u> Telephone: <u>407-673-3001 x 26</u> Fax Number: <u>407-873-3002</u> Toll Free Phone: <u>email: BIDD@ALOHA-PRINTING.COM</u> President: _____ Other Corporate Authority (signatory) <u>William R. Ewascko</u>		Firm #2 Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____	
Firm #3 Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____		Firm #4 Firm Name: _____ Address: _____ City/State/Zip: _____ Telephone: _____ Fax Number: _____ Toll Free Phone: _____ President: _____ Other Corporate Authority (signatory) _____	

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

References

CLIENT/CUSTOMER NAME	CONTACT PERSON	TELEPHONE AND FAX NUMBER
Aloma Fruitwig	Bill ENASKO	(407) 673-3001x26 ()
LTS	Jesse Salomon	(407) 339-3799 ()
Lake Mary Computers	Rich Ciesco	(407) 670-9325 ()

Does Bidder have any similar work in progress at time of Bid Opening? ☐ Yes ☒ No

If "Yes", explain: _____

BANK OR OTHER
FINANCIAL REFERENCES

BANK NAME AND LOCATION	DATE OPENED	CONTACT PERSON	TELEPHONE AND FAX NUMBER
Suntrust Bank	09-11-01	Karla ALEXANDER	(407) 830-7709 ()
498 Palm Springs, FL 32701			(407) 830-7513 () FAX #
2nd Floor			() ()

References who are located in foreign countries are not acceptable.
This Form Must Be Completed and Returned with your Submittal.

Statement of Insurance Compliance

The undersigned firm agrees to obtain prior to award, if selected, Commercial General Liability Insurance, Worker's Compensation Insurance and Business Automobile Liability Insurance in accordance with the requirements as set forth in this solicitation or the draft agreement, attached hereto.

Policies other than Worker's Compensation shall be issued only by insurance companies authorized to conduct business in the State of Florida and who maintain certificates of authority issued by the Department of Insurance of the State of Florida. Insurance companies issuing policies shall maintain a Rating of "A" or better and a Financial Size Category of "VII" or better according to the A.M. Best Company. Policies for Worker's Compensation may be issued by companies authorized as a group self-insurer by F.S. 440.57.

PIERRE ALEXANDER
Proposer

x Pierre Alexander
Authorized Signature

President
Officer Title

5-06-03
Date

This Form Must Be Completed and Returned with your Submittal.

DRUG-FREE WORK PLACE FORM

The undersigned Bidder in accordance with Florida Statute 287.087, hereby certifies that
Seminole Imaging Products does:
(Name of Business)

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

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

X Frederic Alexander
 Bidder's Signature
5-06-03
 Date

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

Disputes Disclosure Form

Answer the following questions by placing an "X" or a check "☑" in the box directly after "YES" or "NO". If you answer "YES", please explain in the space provided, or via attachment.

Has your firm, or any of its officers, received a reprimand of any nature or been suspended by the Department of Professional Regulation or any other regulatory agency or professional association within the last five (5) years?

YES ☐

NO ☒

Has your firm, or any member of your firm, been declared in default, terminated or removed from a contract or job related to the services your firm provides in the regular course of business within the last five (5) years?

YES ☐

NO ☒

Has your firm had filed against it or filed any requests for equitable adjustment, contract claims or litigation in the past five (5) years that is related to the services your firm provides in the regular course of business?

YES ☐

NO ☒

If yes, state the nature of the request for equitable adjustment, contract claim or litigation, a brief description of the case, the outcome or status of suit and the monetary amounts or extended contract time involved.

I hereby certify that all statements made are true and agree and understand that any misstatement or misrepresentation or falsification of facts shall be cause for forfeiture of rights for further consideration of this Invitation to Bid:

Seminole Imaging Products
Firm

5-06-03
Date

X Pierre Alexander
Authorized Signature

President
Officer Title

PIERRE ALEXANDER
Printed or Typed Name

This Form Must Be Completed and Returned with your Submittal.

Compliance with the Public Records Law

Upon award recommendation or ten (10) days after opening, submittals become "public records" and shall be subject to public disclosure consistent with Chapter 119, Florida Statutes. Bidders must invoke the exemptions to disclosure provided by law in the response to the solicitation, and must identify the data or other materials to be protected, and must state the reasons why such exclusion from public disclosure is necessary. The submission of a proposal authorizes release of your firm's credit data to Seminole County.

If the company submits information exempt from public disclosure, the company must identify with specificity which pages/paragraphs of their bid/proposal package are exempt from the Public Records Act, identifying the specific exemption section that applies to each. The protected information must be submitted to the County in a separate envelope marked accordingly.

By submitting a response to this solicitation, the company agrees to defend the County in the event we are forced to litigate the public records status of the company's documents.

Company Name: Pierre Alexander / SEMINOLE IMAGING PRODUCTS
 Authorized representative (printed): PIERRE ALEXANDER
 Authorized representative (signature): Pierre Alexander
 Project Number: IFB - 3071-03 / PER
 Date: 5-06-03

TAX EXEMPTION NUMBERS

FLORIDA SALES: 69-11-033995-53C
FEDERAL SALES/USE: 59-74-0013K

Board of County Commissioners

Seminole County, Florida

PURCHASE ORDER

P.O. NUMBER: 125

NOTE: ALL PACKING SLIPS, INVOICES & CORRESPONDENCE
MUST REFERENCE THIS PURCHASE ORDER NUMBER.

TYPE OF ORDER

ORDER DATE

REQ. NUMBER

BUYER

BID NUMBER

VENDOR NUMBER

DEPT/DIV COST CENTER

PROJECT NUMBER

FOR INQUIRIES REGARDING THIS ORDER, CONTACT:

FISCAL SERVICES DEPARTMENT - PURCHASING DIVISION
1101 E. 1st STREET - COUNTY SERVICES BLDG. - RM. #3208
SANFORD, FLORIDA 32771
PHONE: (407) 665-7116 / FAX: (407) 665-7956

SHIP

VENDOR

VENDOR PHONE #

TERMS

NO. OF CALENDAR DAYS FOR DELIVERY A.R.O.

WARRANTY

ITEM #	QUANTITY	UNIT	ITEM DESCRIPTION	UNIT PRICE	EXTENDED PRICE
SAMPLE					
REQUESTING DEPT/DIV				TOTAL AMOUNT \$	
CONTACT PERSON					

ALL SHIPMENTS ARE CONSIDERED TO BE PREPAID, F.O.B. DESTINATION, INSIDE DELIVERY, UNLESS OTHERWISE AGREED UPON PRIOR TO SHIPMENT AND SO INDICATED ABOVE.
C.O.D. SHIPMENTS CANNOT BE ACCEPTED. THIS ORDER IS SUBJECT TO THE TERMS & CONDITIONS ON THE REVERSE SIDE OF THIS ORDER.

SUBMIT ALL INVOICES IN DUPLICATE TO:

CLERK - S.O.C. FINANCE DIVISION

POST OFFICE BOX 5060

SANFORD, FL 32773-0600

Accts. Payable Inquiries - Phone (407) 665-7681

PURCHASING DIVISION - AUTHORIZED SIGNATURE

for: SEMINOLE COUNTY BOARD OF COUNTY COMMISSIONERS

VENDOR