

## **REQUEST FOR PROPOSALS**

### **12. Award RFP-4254-05/JVP – Seminole County Pet License Program Operation and Maintenance Agreement for Public Safety/Animal Control, to PetData, Irving, TX (Basic Fee of \$3.65 per license).**

RFP-4254-05/JVP will provide for a Contractor to assume the operation and maintenance of the Seminole County Pet License Program.

This project was publicly advertised and the County received one (1) submittal in response to the solicitation. The Evaluation Committee which consisted of Al Hill, Information Technologies/Programming & Applications Manager; Elaine Richarde, Senior Specialist and Mike Wittmer, Animal Control Manager, evaluated the submittal. The evaluation was based on the following criteria:

#### **Technical Plan**

- Understanding of the Scope of Services
- Approach plan to support the needs and objectives of the procurement.

#### **Evaluation of Database**

- Database capabilities and features.
- Project Manager Experience, qualifications.
- Reporting capabilities

#### **Fee Schedule**

#### **Past Performance**

The Evaluation Committee recommends award of the contract to Pet Data, Irving, TX. The company has extensive experience in pet licensing program operation and maintenance. The fee schedule is deducted from the pet license collection. The Contractor shall pay the County on a monthly basis as outlined in the contract which will be in effect for a period of three (3) years with two (2) additional renewable periods of one (1) year each.

Public Safety/Animal Control Division, Information Technologies/IS and Fiscal Services/Purchasing and Contracts Division recommend the Board to award the project and authorize the County Manager to execute the contract as approved and prepared by the County Attorney's Office and pursuant to the RFP documents.



DEPARTMENT OF FISCAL SERVICES  
PURCHASING AND CONTRACTS DIVISION  
1101 EAST FIRST STREET • ROOM 3208  
SANFORD, FL 32771-1468  
TEL: (407) 665-7116 • FAX: (407) 665-7956

**B.C.C. - SEMINOLE COUNTY, FL  
RFP TABULATION SHEET**

RFP NUMBER: RFP-4254-05/JVP  
Seminole County Pet License Program  
Operation and Maintenance Agreement  
DATE: June 22, 2005 - Time: 2:00 PM

ALL SUBMITTALS ACCEPTED BY SEMINOLE COUNTY ARE SUBJECT TO THE COUNTY'S TERMS AND CONDITIONS AND ANY AND ALL ADDITIONAL TERMS AND CONDITIONS SUBMITTED BY THE PROPOSERS ARE REJECTED AND SHALL HAVE NO FORCE AND EFFECT. RFP DOCUMENTS FROM THE PROPOSERS LISTED HEREIN ARE THE ONLY SUBMITTALS RECEIVED TIMELY AS OF THE ABOVE OPENING DATE AND TIME. ALL OTHER DOCUMENTS SUBMITTED IN RESPONSE TO THIS SOLICITATION, IF ANY, ARE HEREBY REJECTED AS LATE.

PetData 222 W. Las Colinas Blvd. Irving, TX 75039 Contact: Chris Richey Ph: 800-738-3963 or 214-821-3100 Fax: 214-821-3106	
Past Performance	Included
Conflict of Interest Statement	Included
Compliance with Public Records Law	Included
Bidder's Certification	Included
W-9 Taxpayer ID	Included

Tabulated by: Jacqui Perry, CPPB, Sr. Procurement Analyst – Posted 06/23/05 (2:30 P.M.)  
Recommended Proposer: TBD



**SEMINOLE COUNTY PET LICENSE PROGRAM OPERATION AND MAINTENANCE AGREEMENT  
(RFP-4254-05/JVP)**

**THIS AGREEMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between **PET DATA**, duly authorized to conduct business in the State of Florida, whose address is 222 Las Colinos Boulevard West, #1245, Irving, Texas 75039, 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 operate and maintain Seminole County's Pet License Program; and

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

**WHEREAS**, CONTRACTOR is competent and qualified to furnish services to the COUNTY and desires to provide its professional services according to the terms and conditions stated herein,

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

**SECTION 1. SERVICES.** COUNTY does hereby retain CONTRACTOR to furnish professional services and perform those tasks as further described in the Scope of Services attached hereto and incorporated herein as Exhibit "A".

**SECTION 2. REVENUE PAYABLE.** The CONTRACTOR agrees to pay to the COUNTY revenues generated by the Contractor's services in the manner as described in Exhibit "A", Scope of Services, and in amounts as described in Exhibit "B", Rate Schedule, attached

### **SECTION 3. AUDIT OF RECORDS.**

(a) COUNTY may perform or have performed an audit of the records of CONTRACTOR after final payment to support final payment hereunder. This audit would be performed at a time mutually agreeable to CONTRACTOR and COUNTY subsequent to the close of the final fiscal period in which the last work is performed.

(b) 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 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 (a) of this Section.

### **SECTION 4. RESPONSIBILITY OF CONTRACTOR.**

(a) CONTRACTOR shall be responsible for the professional quality, technical accuracy and the coordination of all reports and other services furnished by CONTRACTOR under this Agreement. CONTRACTOR shall, without additional compensation, correct or revise any errors or deficiencies in his services.

(b) Neither the COUNTY'S review, approval or acceptance of, nor payment for, any of the services required shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement and the CONTRACTOR shall be and remain liable to the COUNTY in accordance with applicable law for all damages to the COUNTY caused by the CONTRACTOR's performance of any of the services furnished under this Agreement.

**SECTION 5. OWNERSHIP OF DOCUMENTS.** All deliverable reference data and reports that result from the CONTRACTOR's services under this

Agreement shall become the property of the COUNTY after final payment for the specific service provided is made to CONTRACTOR. No changes or revisions to the documents furnished by CONTRACTOR shall be made by COUNTY or its agents without the written approval of CONTRACTOR.

**SECTION 6. TERM.** This Agreement shall take effect on the date of its execution by COUNTY and shall remain in effect for a period of three (3) years and, at the option of the parties, may be renewed for two (2) additional one (1) year terms.

**SECTION 7. TERMINATION.**

(a) The COUNTY may, by written notice to the CONTRACTOR, terminate this Agreement, in whole or in part, at any time, either for the COUNTY'S convenience or because of the failure of the CONTRACTOR to fulfill CONTRACTOR'S Agreement obligations. Upon receipt of such notice, the CONTRACTOR shall:

(1) immediately discontinue all services affected unless the notice directs otherwise, and

(2) deliver to the COUNTY all reports, estimates, summaries, and such other information and materials 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. CONTRACTOR shall be paid no more than a percentage of the Fixed Fee amount equivalent to the percentage of the completion of work contemplated by the Agreement.

(c) If the termination is due to the failure of the CONTRACTOR to fulfill his Agreement obligations, the COUNTY may take over the work and prosecute the same to completion by Agreement or otherwise. In such case, the CONTRACTOR shall be liable to the COUNTY for 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 out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to, 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 the fault or negligence of the CONTRACTOR.

(d) If, after notice of termination for failure to fulfill Agreement obligations, it is determined that the CONTRACTOR had not so failed, the termination shall be 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 in this clause are in addition to any other rights and remedies provided by law or under this Agreement.

**SECTION 8. EQUAL OPPORTUNITY EMPLOYMENT.** 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, national origin, or disability and will take steps to ensure that applicants are employed, and employees are treated during employment, without regard to race, color, religion, sex, age, national origin or disability. 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 9. NO CONTINGENT FEES.** CONTRACTOR warrants that it has not employed or retained any company or persons, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Agreement and that CONTRACTOR has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bona fide employee working solely for CONTRACTOR, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, COUNTY shall have the right to terminate the Agreement at its 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 10. 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 opposite party and only by a document of equal dignity herewith.

**SECTION 11. SUBCONTRACTORS.** In the event CONTRACTOR, during the course of the work under this Agreement, requires the services of any subcontractors or other professional associates in connection with service covered by this Agreement, CONTRACTOR must secure the prior 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 12. INDEMNIFICATION OF COUNTY.** The CONTRACTOR agrees to hold harmless, replace, and indemnify the COUNTY, its commissioners, officers, employees, and agents against any and all claim, losses, damages or lawsuits for damages, arising from the negligent, reckless, or intentionally wrongful provision of services hereunder by the

CONTRACTOR, whether caused by the CONTRACTOR or otherwise.

**SECTION 13. INSURANCE.**

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

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

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

(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 or failure to disapprove the insurance furnished by CONTRACTOR shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility for performance of any obligation including CONTRACTOR's 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 Section. 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) 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 are outlined in subsection (c) below. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the United States Longshoremen and Harbor Workers' Compensation Act, Federal Employers' Liability Act and any other applicable federal or state law.

(B) Subject to the restrictions of coverage found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida

Workers' Compensation Act, the United States Longshoremen's and Harbor Workers' Compensation Act, or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy.

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

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

(2) Commercial General Liability.

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

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

	<u>LIMITS</u>
General Aggregate	\$Three (3) Times the Each Occurrence Limit
Personal & Advertising Injury Limit	\$500,000.00
Each Occurrence Limit	\$500,000.00

(3) Professional Liability Insurance. The CONTRACTOR shall carry limits of not less than FIVE HUNDRED THOUSAND AND NO/100 DOLLARS (\$500,000.00).

(d) Coverage. The insurance provided by CONTRACTOR pursuant to this Agreement shall apply on a primary basis and any other insurance or self-insurance maintained by the COUNTY or the COUNTY'S officials,

officers, or employees shall be excess of and not contributing with the insurance provided by or on behalf of the CONTRACTOR.

(e) Occurrence Basis. The Workers' Compensation Policy and the Commercial General Liability required by this Agreement shall be provided on an occurrence rather than a claims-made basis. The Professional Liability insurance policy must either be on an occurrence basis, or, if a claims-made basis, the coverage must respond to all claims reported within three (3) years following the period for which coverage is required and which would have been covered had the coverage been on an occurrence basis.

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

#### **SECTION 14. ALTERNATIVE DISPUTE RESOLUTION.**

(a) In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust COUNTY protest procedures prior to filing suit or otherwise pursuing legal remedies. COUNTY procedures for proper invoice and payment disputes are set forth in Section 55.1, "Prompt Payment Procedures," Seminole County Administrative 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 protest procedures set forth in subsection (a) above of which the CONTRACTOR had knowledge and failed to present during the COUNTY protest procedures.

(c) In the event that COUNTY protest 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 15. REPRESENTATIVE OF COUNTY AND 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 CONTRACTOR, shall designate in writing and shall advise CONTRACTOR in writing of one (1) or more COUNTY employees to whom all communications pertaining to the day-to-day conduct of the 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) CONTRACTOR shall, at all times during the normal work week, designate or appoint one or more representatives of CONTRACTOR who are authorized to act on behalf of CONTRACTOR regarding all matters involving the conduct of the performance pursuant to this Agreement and shall keep COUNTY continually advised of such designation.

**SECTION 16. 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 not 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 17. 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 18. 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 copartners 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 an independent contractor with respect to all services performed under this Agreement.

**SECTION 19. 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 20. SERVICES NOT PROVIDED FOR.** No claim for services furnished by the CONTRACTOR not specifically provided for herein shall be honored by the COUNTY.

**SECTION 21. PUBLIC RECORDS LAW.** CONTRACTOR acknowledges COUNTY'S obligations under Article 1, 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 1, 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 22. NOTICES.** Whenever either party desires to give notice unto the other, it must be given by written notice, sent by 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:**

Public Safety Department-Animal Services Division  
232 Bush Blvd.  
Sanford, FL 32773

**For CONTRACTOR:**

Pet Data  
222 Las Colinas Blvd. W., #1345  
Irving, TX 75039

**SECTION 23. RIGHTS AT LAW RETAINED.** The rights and remedies of the COUNTY, provided for under this Agreement, are in addition to any other rights and remedies provided by law.

**SECTION 24. 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 25. CONFLICT OF INTEREST.**

(a) The CONTRACTOR agrees that it will not engage in any action that would create a conflict of interest in the performance of its

obligations pursuant to this Agreement with the COUNTY or which would violate or cause others to violate the provisions of Part III, Chapter 112, Florida Statutes, relating to ethics in government.

(b) The CONTRACTOR hereby certifies that no officer, agent or employee of the COUNTY has any material interest (as defined in Section 112.312(15), Florida Statutes, as over 5%) either directly or indirectly, in the business of the CONTRACTOR to be conducted here, and that no such person shall have any such interest at any time during the term of this Agreement.

(c) Pursuant to Section 216.347, Florida Statutes, the CONTRACTOR hereby agrees that monies received from the COUNTY pursuant to this Agreement will not be used for the purpose of lobbying the Legislature or any other State or Federal agency.

26. The County Manager is hereby authorized to execute this Agreement on behalf of the COUNTY.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Agreement for the purposes stated herein.

PET DATA

\_\_\_\_\_  
Witness

By:\_\_\_\_\_

\_\_\_\_\_  
Witness

Date:\_\_\_\_\_



WITNESSES:

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_

By: \_\_\_\_\_  
J. KEVIN GRACE, County Manager

\_\_\_\_\_

Date: \_\_\_\_\_

For the use and reliance  
of Seminole County only.

Within authority of Resolution  
No. 93-R-71 adopted February 23,  
1993.

Approved as to form and  
legal sufficiency.

\_\_\_\_\_  
County Attorney

AC/lpk  
7/22/05  
rfp-4254

Attachment:

Exhibit "A" - Scope of Services  
Exhibit "B" - Rate Schedule

*Exhibit A*  
**Section 1 –  
Scope of Services**

**Purpose**

Seminole County Board of Commissioners (COUNTY), Department of Public Safety, Animal Services Division (ANIMAL SERVICES), requires the services of a CONTRACTOR to assume the operation and maintenance of the Seminole County Pet License Program.

**Scope of Services**

1. CONTRACTOR shall manage the daily operations of the pet license program to include processing license mail from citizens, processing license sales and vaccination reports from ANIMAL SERVICES and veterinarians, entering license and vaccination data, providing customer service and depositing revenue.
2. ANIMAL SERVICES shall provide CONTRACTOR with a readily importable database of its pet license records for CONTRACTOR'S use in its database.
3. CONTRACTOR shall on a weekly basis transfer data to/from ANIMAL SERVICES database in a compatible file format (ANIMAL CONTROL employs a SQL database).
4. CONTRACTOR shall enter all new and renewal licenses into CONTRACTOR'S database within thirty (30) days of receipt, provided that all information has been submitted to CONTRACTOR in a complete and accurate format. In the event essential data is missing, CONTRACTOR shall make a reasonable effort to obtain the data from ANIMAL SERVICES or the veterinarian.
5. CONTRACTOR shall, within thirty (30) days of receipt, enter all rabies vaccination data received from veterinarians into CONTRACTOR'S database.
6. CONTRACTOR shall, within thirty (30) days of receipt of rabies vaccination data received from veterinarians, mail a pet license reminder notice to any Seminole County citizen who has not purchased a pet license. CONTRACTOR shall mail a second reminder notice to any citizen who fails to respond to the first notice within 45 days. CONTRACTOR shall mail a third violation notice to any citizen who fails to respond to the second notice within 45 days.
7. CONTRACTOR shall mail an annual reminder notice to Seminole County citizens who own licensed pets. The reminder notice shall be mailed thirty (30) days prior to the expiration date on the Seminole County pet license.
8. CONTRACTOR shall notify ANIMAL SERVICES of all citizens who have failed to purchase pet licenses within sixty (60) days of the date the initial, annual reminder was mailed. Failure to license reports shall be sorted by zip code, city, and street address.
9. CONTRACTOR shall, upon receipt of the license fee and complete documentation as required by local ordinance, process and mail animal license tags to pet owners within ten (10) business days.

**Supplies**

1. CONTRACTOR shall be responsible for purchasing all other supplies.

Company Name \_\_\_\_\_

2. CONTRACTOR shall submit all supplies, to include forms, brochures, and any other printed material, to the DIVISION for approval prior to purchasing the supplies. CONTRACTOR shall purchase reasonable quantities of supplies to ensure ANIMAL SERVICES has the opportunity, on an annual basis, to review and revise any printed material. All printed material shall be printed in black ink on white paper. ANIMAL SERVICES shall be responsible for purchasing and shipping annual pet license tags, and shall arrange for the vendor to ship the tags directly to CONTRACTOR.

3. ANIMAL SERVICES reserves the right to request color printing, and the additional cost shall be assumed by ANIMAL SERVICES.

4. ANIMAL SERVICES reserves the right to develop pet license program marketing materials, and the additional cost shall be assumed by ANIMAL SERVICES.

### **Veterinarian Assistance**

1. CONTRACTOR shall provide reasonable assistance to any veterinarian in researching and implementing an electronic format to report vaccination data. This assistance shall include, but not be limited to, assisting veterinarians to extract data from existing databases, and providing extracted data to the CONTRACTOR via the Internet, CD or other electronic medium. There shall be no charge to veterinarians for this assistance, or for any other service provided to veterinarians by CONTRACTOR.

2. CONTRACTOR shall notify ANIMAL SERVICES of veterinarians who are delinquent in submitting their monthly vaccination reports.

### **Replacement Pet License Tags**

1. CONTRACTOR shall issue replacement license tags for tags that have been lost, stolen or damaged, at a nominal cost.

### **Revenue Deposits and Reporting, and Contractor Payment**

1. CONTRACTOR shall deposit all receipts collected for license fees into a separate sub-account set up solely for the purpose of managing ANIMAL SERVICES pet license program revenue. CONTRACTOR shall send payment to ANIMAL SERVICES within fifteen (15) days after the end of every month, along with a copy of the most current check register and back statement for the month.

### **Reports**

1. CONTRACTOR shall provide monthly reports to ANIMAL SERVICES. The format of the reports shall be mutually agreed upon.

2. The monthly animal licensing shall be detailed and totaled by owner name, address, city, zip code, license number, species, breed, sterilization status, cost, payment category and veterinarian.

3. The monthly financial transactions report shall be detailed and totaled by the number of licenses sold in each payment category by either the CONTRACTOR or ANIMAL SERVICES. The report shall include total fees collected, total licenses sold in each category, total fees collected by CONTRACTOR, total fees collected by ANIMAL SERVICES, fees due to CONTRACTOR for the month, and fees due to the COUNTY for the month. Donations shall be reported

Company Name \_\_\_\_\_

separately.

4. CONTRACTOR shall provide annual reports with the same detail information as monthly reports, summarized and totaled by year. CONTRACTOR shall provide a comparison to at least one prior year, excluding the initial year of the contract.

5. CONTRACTOR shall provide statistical reports as requested within five (5) business days of the request, or within a mutually agreed upon time frame depending on the information requested. Examples of statistical reports shall include, but are not limited to, licenses by zip code or geographical area, comparison to previous years, renewal rate, rate of response to mailings, and fiscal year analysis.

### **Customer Service**

1. CONTRACTOR shall provide a dedicated toll free telephone number, with a customized greeting, for ANIMAL SERVICES.
2. CONTRACTOR shall communicate with ANIMAL SERVICES, veterinarians, and citizens by phone, mail and Email as needed.
3. CONTRACTOR shall respond to telephone, voice mail, fax and Email inquiries from ANIMAL SERVICES, veterinarians and citizens the same day received, Monday through Friday, or no later than the next business day if received on a weekend or holiday.
4. CONTRACTOR shall maintain standards of customer service that meet or exceed those established by the COUNTY.

### **State and Local Laws**

1. CONTRACTOR shall comply with all state and local laws governing animal rabies vaccinations and pet license programs, as may be amended from time to time.

### **Credit Card Payments and On Line Renewal**

1. CONTRACTOR shall establish and maintain a merchant account in order to accept credit card payments. CONTRACTOR may charge a convenience fee of no more than \$1.50 per credit card transaction to the citizen.
2. CONTRACTOR shall offer the option to apply and pay for a license on line.

### **Donations**

1. CONTRACTOR shall establish a means for citizens to make donations to ANIMAL SERVICES at the time they purchase a pet license. CONTRACTOR shall remit donations as specified above, and shall not collect a fee for this service. CONTRACTOR shall issue a receipt to the donor. Donations shall be reported separately.

Company Name \_\_\_\_\_

# Exhibit B -

## FEE SCHEDULE

### Proposed Fee Schedule:

### Description of Services & Fees

3.65

Per license for a one year license.

0.00/No Charge

Per license for each disability service animal or law enforcement animal.

3.65

Per license for each license issued in conjunction with an adoption.

2.00

For each replacement tag.

2.50

Of each late fee collected during the term of this Agreement.

2.00

For each additional year of a multi-year license, if applicable.

1.50

Credit card transaction fee (must be in compliance with scope of services)

25.00

Bad Check Fee (not paid by County)

Actual Cost

Additional fees Private mail box (please describe)

fees - only if Seminole County chooses to use one.

Additional fees \_\_\_\_\_ (please describe)

IN WITNESS WHEREOF, PROPOSER has hereunto executed this FORM this 20<sup>th</sup> day of June, 2005.

Christopher A. Richey  
(Name of PROPOSER)

Chris A Richey  
(Signature of person signing FORM)

Christopher A Richey  
(Printed name of person signing FORM)

President  
(Title of person signing FORM)

Company Name PetData