

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

MEMORANDUM

TO: CFX Board Members

FROM: Robert Johnson 
Manager of Procurement

DATE: April 26, 2016

SUBJECT: Approval of Supplemental Agreement No. 3 with
The DRS Group of Florida, Inc. for
Document Conversion Services, Contract No. 000978

Board Approval is requested to enter into Supplemental Agreement No. 3, with The DRS Group of Florida, Inc. in the amount of \$105,000 for the referenced contract. Hourly rates will remain the same. The funding requested will continue the services throughout the initial term and the first one-year renewal period. The initial term of the contract expires October 2, 2016.

On June 26, 2013, Board approved authorization to advertise for a record conversion and archiving service for permanent and long term documents, according to Florida Statutes Chapter 119 public records must be preserved and readily accessible. The project consisted of archiving and retaining paper documents that dated back to the mid 1960's. On August 28, 2013, the Board awarded Contract No. 000978 to The DRS Group of Florida, Inc. for a three (3) year term with two (2) one-year renewal options. Supplemental Agreement No.1 added scanning and preservation for long term bond documents and Supplemental Agreement No. 2 added a line item for Hourly Assistance with Inventory Preparation for the documents stored offsite.

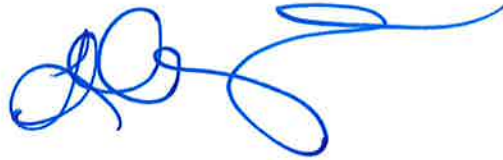
This Supplemental Agreement will allow for continuation of the following services:

1. Preparing and microfilming documents including large format drawings and construction plans.
2. Converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm.
3. Scanning documents to CD's or DVD's.

4. Delivering finished microfilm, CD's, or DVD's.
5. Providing film verification assistance on a schedule approved by CFX.
6. Assisting in the design of the indexing configuration.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	<u>105,000.00</u>
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

Reviewed by: Vicki McElroy
Vicki McElroy, FCRM
Manager of Public Records

A handwritten signature in blue ink, appearing to be 'Vicki McElroy', written over a horizontal line.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 3 entered into this 12th day of May, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY ("CFX"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. "CFX" has determined it necessary to increase the Contract amount by \$105,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" including the "additional hours" at the hourly rate as established in Exhibit "A"; and,
3. "CFX" and Consultant agree that this Supplemental Agreement No. 3 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 3; that acceptance of this Supplemental Agreement No. 3 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

Original Contract	211,425.00
Supplemental No. 1 (Accounting-Bonds)	45,000.00
Supplemental No. 2 (Adj. hourly)	.00
Supplemental No. 3	<u>105,000.00</u>
Total Revised Contract Amount (Not-To-Exceed)	361,425.00

SUPPLEMENTAL AGREEMENT NO. 3

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$105,000.00

This Supplemental Agreement No. 3 entered into as of the day and year first written above.

“CFX”:

CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: _____
Director of Procurement

Date: _____

“Consultant”:

THE DRS GROUP OF FLORIDA, INC.

By: _____
Authorized Signature

Print Name: _____

Title: _____

Attest: _____

Notary

Date: _____

"EXHIBIT A"
SUPPLEMENTAL AGREEMENT 3
ORIGINAL BID-QUANTITY ADJUSTMENTS-S/A 2 ADDED ITEM 14 TO
CONTRACT NO. 000978
RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	\$32.000	\$16,000.00
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	\$0.750	\$225.00
3	700,000	Per image	Scanning Paper Documents 8 1/2" x 11" , 8 1/2" x 14" to CD or DVD	\$0.059	\$41,300.00
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	\$0.059	\$11,800.00
5	96,500	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	\$0.680	\$65,620.00
6	700,000	Per image	Microfilming 16mm Documents 8 1/2" x 11" , 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.026	\$18,200.00
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD,FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.026	\$5,200.00
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	\$0.220	\$22,000.00
9	5	Per Hour	Indexing Assistance	.0 Incl	
10	99,324	Per file	Indexing scanned documents	\$0.100	\$9,932.40
11	99,324	Per file	Indexing microfilm documents	\$0.100	\$9,932.40
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 Incl	
13	10	Per Roll	Duplication of Original Silver Film to Diazo	\$20.000	\$200.00
14	560	Hour	Hourly Assistance with Inventory Preparation (S/A 2)	\$19.670	\$11,015.20
ORIGINAL PRICE WITH QUANTITY ADJUSTMENTS					\$211,425.00

Note: Quantities were for bidding purposes only. Original Bid and Supplemental 2 -Line 14 added Supplemental 3 has no changes from Per Unit price from Original Bid and SA 2

CONTRACT

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
AND
THE DRS GROUP OF FLORIDA, INC.**

RECORDS CONVERSION SERVICES

CONTRACT NO. 000978

CONTRACT DATE: AUGUST 28, 2013

CONTRACT AMOUNT: \$211,425.00



**ORLANDO-ORANGE COUNTY
EXPRESSWAY AUTHORITY**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM,
PROPOSAL AND FORMS**

**CONTRACT, SCOPE OF SERVICES, ADDENDUM,
PROPOSAL AND FORMS**

**FOR
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978**

September 2013

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

Members of the Board

**Walter A. Ketcham, Jr., Chairman
R. Scott Batterson, P.E., Vice Chairman
Teresa Jacobs, Secretary/Treasurer
Noranne B. Downs, P.E., Ex-Officio Member
Marco Peña, Board Member**

Executive Director

Max Crumit, P.E.

TABLE OF CONTENTS

<u>Section</u>	<u>Title</u>	<u>Page</u>
C	CONTRACT	C-1 to C-13
SS	SCOPE OF SERVICES	SS-1 to SS-7
	Addendum No. 1	
B	METHOD OF COMPENSATION	B-1 to B-2
P	PROPOSAL	P-1 to P-10

CONTRACT

This Contract (the "Contract" as defined herein below), is made this 28th day of August, 2013, between the ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY, a body politic and agency of the State of Florida, hereinafter called the AUTHORITY and THE DRS GROUP OF FLORIDA, INC., 11281 Interchange Circle South, Miramar, Florida 33025, hereinafter the CONTRACTOR:

WITNESSETH:

WHEREAS, the AUTHORITY was created by statute and is charged with acquiring, constructing, operating and maintaining a system of limited access roadways known as the Orlando-Orange County Expressway System; and,

WHEREAS, the AUTHORITY has been granted the power under Section 348.754(2)(m) of Florida Statutes, "to do all acts and things necessary or convenient for the conduct of its business and the general welfare of the authority, in order to carry out the powers granted to it (by state law);" and,

WHEREAS, the AUTHORITY has determined that it is necessary and convenient in the conduct of its business to retain the services of a CONTRACTOR to provide records conversion services and related tasks as may be assigned to the CONTRACTOR by the AUTHORITY and identified as Contract No. 000978; and,

WHEREAS, on or about June 29, 2013, the AUTHORITY issued an Invitation to Bid seeking bids from qualified contractors to perform such tasks; and,

WHEREAS, CONTRACTOR was the successful one of three qualified firms that responded to the Invitation to Bid and was ultimately selected as the low responsive and responsible bidder;

NOW THEREFORE, in consideration of the mutual covenants and benefits set forth herein and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged by each party to the other, the parties hereto agree as follows:

1. SERVICES TO BE PROVIDED

The CONTRACTOR shall, for the consideration herein stated and at its cost and expense, do all the work and furnish all the materials, equipment, supplies and labor necessary to perform this Contract in the manner and to the full extent as set forth in the Contract Documents all of which are hereby adopted and made part of this Contract as completely as if incorporated herein. The Contract shall be performed and services provided to the satisfaction of the duly authorized representatives of the AUTHORITY, who shall have at all times full opportunity to evaluate the services provided under this Contract.

The services to be provided under this Contract include providing records conversion services as detailed in the Contract Documents and any amendments, supplements, or modifications thereto.

The AUTHORITY does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the CONTRACTOR is providing these services on a non-exclusive basis. The AUTHORITY, at its option, may elect to have any of the services set forth herein performed by other contractors or AUTHORITY staff.

The Contract Documents, in order of precedence, consist of:

- 1.1 The Contract, including insurance policies,
- 1.2 The Scope of Services,
- 1.3 The Addendum,
- 1.4 The Method of Compensation,
- 1.5 The Proposal submitted by CONTRACTOR,

(collectively, the "Contract").

2. TERM AND NOTICE

The initial term of the Contract will be three (3) years from the date indicated in the Notice to Proceed from the AUTHORITY. There shall be two renewal options of one (1) year each. The options to renew are at the sole discretion and election of the AUTHORITY. Renewals will be based, in part, on a determination by the AUTHORITY that the value and level of service provided by the CONTRACTOR are satisfactory and adequate for the AUTHORITY's needs. If a renewal option is exercised, the AUTHORITY will provide the CONTRACTOR with written notice of its intent at least 150 days prior to the expiration of the initial three-year Contract Term and any subsequent renewals.

The AUTHORITY shall have the right to terminate or suspend the Contract, in whole or in part, at any time with 10 days notice for convenience or 15 days with cure notice for cause for CONTRACTOR's material failure to perform the provisions of the Contract. Under no circumstances shall a properly noticed termination by the AUTHORITY (with or without cause) constitute a default by the AUTHORITY. In the event of a termination for convenience or without cause, AUTHORITY shall notify CONTRACTOR (in writing) of such action with instructions as to the effective date of termination or suspension, in accordance with the time frames set forth hereinabove. CONTRACTOR will be paid for all work performed prior to termination and any reasonable, documented, direct, normal, and ordinary termination expenses. CONTRACTOR will not be paid for special, indirect, consequential, or undocumented termination expenses. Payment for work performed will be based on Contract prices, which prices are deemed to include profit and overhead. No profit or overhead will be allowed for work not performed, regardless of whether the termination is for cause.

If CONTRACTOR: (i) fails to perform the Contract terms and conditions; (ii) fails to begin the work under the Contract within the time specified in the "Notice to Proceed"; (iii) fails to perform the work with sufficient personnel or with sufficient materials to assure the prompt

performance of the work items covered by the Contract; (iv) fails to comply with the Contract, or (v) performs unsuitably or unsatisfactorily in the opinion of AUTHORITY reasonably exercised, or for any other cause whatsoever, fails to carry on the work in an acceptable manner, the AUTHORITY will give notice in writing to the CONTRACTOR of such delay, neglect or default. If the Contract is declared in default, the AUTHORITY may take over the work covered by the Contract.

If CONTRACTOR (within the curative period, if any, described in the notice of default) does not correct the default, AUTHORITY will have the right to remove the work from CONTRACTOR and to declare the Contract in default and terminated.

Upon declaration of default and termination of the Contract, AUTHORITY will have the right to appropriate or use any or all materials as the AUTHORITY determines, and may retain others for the completion of the work under the Contract, or may use other methods which in the opinion of AUTHORITY are required for Contract completion. All costs and charges incurred by AUTHORITY because of, or related to, the CONTRACTOR's default (including the costs of completing Contract performance) shall be charged against the CONTRACTOR. If the expense of Contract completion exceeds the sum which would have been payable under the Contract, the CONTRACTOR shall pay the AUTHORITY the amount of the excess. If, after the default notice curative period has expired, but prior to any action by AUTHORITY to complete the work under the Contract, CONTRACTOR demonstrates an intent and ability to cure the default in accordance with AUTHORITY's requirements, AUTHORITY may, but is not obligated to, permit CONTRACTOR to resume work under the Contract. In such circumstances, any costs of AUTHORITY incurred by the delay (or from any reason attributable to the delay) will be deducted from any monies due or which may become due CONTRACTOR under the Contract. Any such costs incurred by AUTHORITY which exceed the remaining amount due on the Contract shall be reimbursed to AUTHORITY by CONTRACTOR. The financial obligations of this paragraph, as well as any other provision of the Contract which by its nature and context survives the expiration of earlier termination of the Contract, shall survive the expiration or earlier termination of the Contract.

AUTHORITY shall have no liability to CONTRACTOR for expenses or profits related to unfinished work on a Contract terminated for default.

AUTHORITY reserves the right to terminate or cancel this Contract in the event the CONTRACTOR shall be placed in either voluntary or involuntary bankruptcy or an assignment is made for the benefit of creditors. Such termination shall be deemed a termination for default.

3. CONTRACT AMOUNT AND COMPENSATION FOR SERVICES

3.1 The Contract Amount for the Contract term is \$211,425.00

3.2 AUTHORITY agrees to pay CONTRACTOR for services performed in accordance with the Method of Compensation.

4. AUDIT AND EXAMINATION OF RECORDS

4.1 Definition of Records:

(i) "Contract Records" shall include, but not be limited to, all information, communications and data, whether in writing or stored on a computer, computer disks, microfilm, writings, working papers, drafts, computer printouts, field notes, charts or any other data compilations, books of account, photographs, videotapes and audiotapes supporting documents, any other papers or preserved data in whatever form, related to the Contract or the CONTRACTOR's performance of the Contract determined necessary or desirable by the AUTHORITY for any purpose. Proposal Records shall include, but not be limited to, all information and data, whether in writing or stored on a computer, writings, working papers, computer printouts, charts or other data compilations that contain or reflect information, data or calculations used by CONTRACTOR in determining labor, unit price, or any other component of a bid submitted to the AUTHORITY.

(ii) "Proposal Records" shall include, but not be limited to, any material relating to the determination or application of equipment rates, home and field overhead rates, related time schedules, labor rates, efficiency or productivity factors, arithmetic extensions, quotations from subcontractors, or material suppliers, profit contingencies and any manuals standard in the industry that may be used by CONTRACTOR in determining a price.

AUTHORITY reserves and is granted the right (at any time and from time to time, for any reason whatsoever) to review, audit, copy, examine and investigate in any manner, any Contract Records (as herein defined) or Proposal Records (as hereinafter defined) of the CONTRACTOR or any subcontractor. By submitting a response to the Request for Proposal, CONTRACTOR or any subcontractor submits to and agree to comply with the provisions of this section.

If the AUTHORITY requests access to or review of any Contract Documents or Proposal Records and CONTRACTOR refuses such access or review, CONTRACTOR shall be in default under its Contract with AUTHORITY, and such refusal shall, without any other or additional actions or omissions, constitute grounds for suspension or disqualification of CONTRACTOR. These provisions shall not be limited in any manner by the existence of any CONTRACTOR claims or pending litigation relating to the Contract. Disqualification or suspension of the CONTRACTOR for failure to comply with this section shall also preclude the CONTRACTOR from acting in the future as a subcontractor of another CONTRACTOR doing work for the AUTHORITY during the period of disqualification or suspension. Disqualification shall mean the CONTRACTOR is not eligible for and shall be precluded from doing future work for the AUTHORITY until reinstated by the AUTHORITY.

Final Audit for Project Closeout: The CONTRACTOR shall permit the AUTHORITY, at the AUTHORITY'S option, to perform or have performed, an audit of the records of the CONTRACTOR and any or all subcontractors to support the compensation paid the CONTRACTOR. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the CONTRACTOR under the Contract are subsequently determined to have been inadvertently paid by the AUTHORITY because of accounting errors or charges not in conformity with the Contract, the

CONTRACTOR agrees that such amounts are due to the AUTHORITY upon demand. Final payment to the CONTRACTOR shall be adjusted for audit results.

CONTRACTOR shall preserve all Proposal Records and Contract Records for the entire term of the Contract and for a period of five (5) years after the later of: (i) final acceptance of the project by the AUTHORITY, (ii) until all claims (if any) regarding the Contract are resolved, or (iii) expiration of the Proposal Records and Contract Records' status as public records, as and if applicable, under Chapter 119, Florida Statutes.

5. MINORITY AND WOMEN'S BUSINESS ENTERPRISES

AUTHORITY has adopted a program to provide opportunities for small business, including Minority Business Enterprises ("MBEs") and Women's Business Enterprises ("WBEs"). Under the AUTHORITY'S program, CONTRACTOR is encouraged to grant small businesses the maximum opportunity to participate in the provision of the Services.

6. CONTRACTOR INSURANCE

CONTRACTOR shall carry and keep in force during the period of this Contract, the required amount of coverage as stated below. All insurance must be underwritten by insurers that are qualified to transact business in the State of Florida and that have been in business and have a record of successful and continuous operations for at least five (5) years. Each shall carry a rating of "A-" (excellent) and a financial rating of Class XII, as defined by A.M. Best and Company's Key Rating Guide and must be approved by the AUTHORITY. CONTRACTOR shall carry and keep in force the following insurance coverage, and provide the AUTHORITY with correct certificates of insurance (ACORD forms) upon Contract execution:

6.1 **Commercial General Liability** Insurance having a minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence of bodily injury or property damage and a minimum of Two Million Dollars (\$2,000,000.00) annual aggregate for both General and Products and Completed Operations. Liability insurance shall be current ISO simplified form including products and completed operations coverage. The contractual liability insurance coverage shall include coverage for responsibilities and liabilities assumed by CONTRACTOR under this Agreement.

6.2 **Business Automobile Liability** (for bodily injury, death and property damage) having a minimum coverage of One Million Dollars (\$1,000,000.00) for each accident;

6.3 **Workers' Compensation Insurance** Coverage, including all coverage required under the laws of the state of Florida (as amended from time to time hereafter);

6.4 **Unemployment Insurance** Coverage in amounts and forms required by Florida law, as it may be amended from time to time hereafter.

Such insurance policies shall be without co-insurance, and shall (a) include the AUTHORITY, and such other applicable parties the AUTHORITY shall designate, as additional insureds for commercial general liability and business automobile liability, (b) be primary insurance, (c)

include contractual liability for commercial general liability, (d) provide that the policy may not be canceled or materially changed without at least thirty (30) days prior written notice to the AUTHORITY from the company providing such insurance, and (e) provide that the insurer waives any right of subrogation against AUTHORITY, to the extent allowed by law and to the extent the same would not void primary coverage for applicable insurance policies. CONTRACTOR shall be responsible for any deductible it may carry. At least fifteen (15) days prior to the expiration of any such policy of insurance required to be carried by CONTRACTOR hereunder, CONTRACTOR shall deliver insurance certificates to AUTHORITY evidencing a renewal or new policy to take the place of the one expiring. Procurement of insurance shall not be construed to limit CONTRACTOR's obligations or liabilities under the Contract. The requirement of insurance shall not be deemed a waiver of sovereign immunity by AUTHORITY.

Any insurance carried by the AUTHORITY in addition to CONTRACTOR's policies shall be excess insurance, not contributory.

If CONTRACTOR fails to obtain the proper insurance policies or coverages, or fails to provide AUTHORITY with certificates of same, the AUTHORITY may obtain such policies and coverages at CONTRACTOR's expense and deduct such costs from CONTRACTOR payments.

7. CONTRACTOR RESPONSIBILITY

CONTRACTOR shall comply with, and shall cause its employees, agents, officers and subcontractors and all other persons for whom CONTRACTOR may be legally or contractually responsible to comply with, applicable laws, ordinances, rules, regulations, orders of public authorities, sound business practices, including without limitation:

- (i) those relating to the safety of persons and property and their protection from damage, injury or loss, and
- (ii) all workplace laws, regulations, and posting requirements, and
- (iii) implementation of a drug-free workplace policy at least of a standard comparable to, and in compliance with, AUTHORITY's Drug-Free Workplace Policy; And
- (iv) compliance with the public records laws of Chapter 119, Florida Statutes.

8. INDEMNITY

The CONTRACTOR shall indemnify, defend and hold harmless AUTHORITY and all of its respective officers, CONTRACTOR's or employees from actual suits, actions, claims, demands, costs as defined elsewhere herein, expenses (including reasonable attorneys' fees as defined elsewhere herein), judgments, liabilities of any nature whatsoever (collectively, "Claims") arising out of, because of, or due to breach of the Contract by the CONTRACTOR (its subcontractors, officers, agents or employees) or due to any negligent or intentional act or occurrence of omission or commission of the CONTRACTOR (its subcontractors, officers, agents or employees), including without limitation any misappropriation or violation of third

party copyright, trademark, patent, trade secret, publicity, or other intellectual property rights or other third party rights of any kind by or arising out of any one or more of the following:

8.1 violation of same by CONTRACTOR, its subcontractors, officers, agents or employees,

8.2 AUTHORITY's use or possession of the CONTRACTOR Property or CONTRACTOR Intellectual Property,

8.3 AUTHORITY's full exercise of its rights under any license conveyed to it by CONTRACTOR,

8.4 CONTRACTOR's violation of the confidentiality and security requirements associated with the AUTHORITY Property and AUTHORITY Intellectual Property,

8.5 CONTRACTOR's failure to include terms in its subcontracts as required by this Contract,

8.6 CONTRACTOR's failure to ensure compliance with the requirements of the Contract by its employees, agents, officers, or subcontractors, or

8.7 CONTRACTOR's breach of any of the warranties or representations contained in this Contract.

CONTRACTOR will not be liable for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the AUTHORITY or any of its officers, agents or employees. The parties agree that 1% of the total compensation to the CONTRACTOR for performance of each task authorized under the Contract is the specific consideration from AUTHORITY to CONTRACTOR for CONTRACTOR's indemnity and the parties further agree that the 1% is included in the amount negotiated for each authorized task.

9. PUBLIC RECORDS

Upon receipt of any request by a member of the public for any documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, made or received by CONTRACTOR in conjunction with this Contract (including without limitation CONTRACTOR Records and Proposal Records, if and as applicable), CONTRACTOR shall immediately notify the AUTHORITY. Thereafter, CONTRACTOR shall follow AUTHORITY'S instructions with regard to such request. To the extent that such request seeks non-exempt public records, the AUTHORITY shall direct CONTRACTOR to provide such records for inspection and copying in compliance with Chapter 119. A subsequent refusal or failure by CONTRACTOR to timely grant such public access will be grounds for immediate, unilateral cancellation of the Contract by AUTHORITY.

10. PRESS RELEASES

CONTRACTOR shall make no statements, press releases or publicity releases concerning the Contract or its subject matter, or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished under the Contract, or any particulars thereof, including without limitation AUTHORITY Property and AUTHORITY Intellectual Property, without first notifying AUTHORITY and securing its consent in writing.

11. PERMITS, LICENSES, ETC.

Throughout the Term of the Contract, the CONTRACTOR shall procure and maintain, at its sole expense, all permits and licenses that may be required in connection with the performance of Services by CONTRACTOR; shall pay all charges, fees, royalties, and taxes; and shall give all notices necessary and incidental to the due and lawful prosecution of the Services. Copies of required permits and licenses shall be furnished to AUTHORITY upon request.

12. CONFLICT OF INTEREST AND STANDARDS OF CONDUCT

CONTRACTOR warrants that it has not employed or retained any entity or person, other than a bona fide employee working solely for the CONTRACTOR, to solicit or secure this Contract, and that CONTRACTOR has not paid or agreed to pay any person, company, corporation, individual or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term "fee" shall also include brokerage fee, however denoted.

CONTRACTOR acknowledges that AUTHORITY officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the AUTHORITY in accordance with the AUTHORITY's Ethics Policy. CONTRACTOR acknowledges that it has read the Ethics Policy and, to the extent applicable, CONTRACTOR will comply with the aforesaid Ethics Policy in connection with performance of the Contract.

In the performance of the Contract, CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations and obtain all permits necessary to provide the Contract services.

CONTRACTOR covenants and agrees that it and its employees, officers, agents, and subcontractors shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under this Contract, which standards will be reference be made a part of this Contract as though set forth in full.

13. NONDISCRIMINATION

CONTRACTOR, its employees, officers, agents, and subcontractors shall not discriminate on the grounds of race, color, religion, sex, national origin, or other protected class, in the performance of work or selection of personnel under this Contract.

14. SUBLETTING AND ASSIGNMENT

AUTHORITY has selected CONTRACTOR to perform the Services based upon characteristics and qualifications of CONTRACTOR and its employees. Therefore, CONTRACTOR shall not sublet, sell, transfer, assign, delegate, subcontract, or otherwise dispose of this Contract or any portion thereof, or of the CONTRACTOR's right, title, or interest therein without the written consent of the AUTHORITY, which may be withheld in the AUTHORITY'S sole and absolute discretion. Any attempt by CONTRACTOR to dispose of this Contract as described above, in part or in whole, without AUTHORITY'S written consent shall be null and void and shall, at AUTHORITY's option, constitute a default under the Contract.

If, during the term of the Contract, CONTRACTOR desires to subcontract any portion(s) of the work to a subcontractor that was not disclosed by the CONTRACTOR to the AUTHORITY at the time that the Contract was originally awarded, and such subcontract would, standing alone or aggregated with prior subcontracts awarded to the proposed subcontractor, equal or exceed twenty five thousand dollars (\$25,000.00), the CONTRACTOR shall first submit a request to the AUTHORITY's Director of Procurement for authorization to enter into such subcontract. Except in the case of an emergency, as determined by the Executive Director or his/her designee, no such subcontract shall be executed by the CONTRACTOR until it has been approved by the AUTHORITY Board. In the event of a designated emergency, the CONTRACTOR may enter into such a subcontract with the prior written approval of the Executive Director or his/her designee, but such subcontract shall contain a provision that provides that it shall be automatically terminated if not approved by the AUTHORITY Board at its next regularly scheduled meeting.

15. DISPUTES

All services shall be performed by the CONTRACTOR to the reasonable satisfaction of the AUTHORITY's Executive Director (or his delegate), who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Contract, the prosecution and fulfillment of the services described and the character, quality, amount and value thereof. The Executive Director's decision upon all claims, questions and disputes shall be final agency action. Adjustments of compensation and Contract time, because of any major changes in the work that may become necessary or desirable as the work progresses shall be left to the absolute discretion of the Executive Director (and the AUTHORITY Board if amendments are required) and supplemental agreement(s) of such nature as required may be entered into by the parties in accordance herewith.

16. PREVAILING PARTY ATTORNEY'S FEES

If any contested claim arises hereunder or relating to the Contract (or CONTRACTOR's work hereunder), and either party engages legal counsel, the prevailing party in such dispute, as "prevailing party" is hereinafter defined, shall be entitled to recover reasonable attorneys' fees and costs as defined herein, from the non-prevailing party.

In order for CONTRACTOR to be the prevailing party, CONTRACTOR must receive an adjusted judgment or adjusted award equal to at least eighty percent (80%) of its contested claims filed with AUTHORITY, failing which AUTHORITY will be deemed the prevailing party for purposes of this Contract.

Should this section be judged void, unenforceable or illegal, in whole or in substantial part, by a court of competent jurisdiction, this section shall be void in its entirety and each party shall bear its own attorneys' fees and costs.

17. OTHER SEVERABILITY

If any section of this Contract, other than the immediately preceding Prevailing Party Attorneys' Fees section, be judged void, unenforceable or illegal, then the illegal provision shall be, if at all possible, interpreted or re-drafted into a valid, enforceable, legal provision as close to the parties' original intention, and the remaining portions of the Contract shall remain in full force and effect and shall be enforced and interpreted as closely as possible to the parties' intention for the whole of the Contract.

18. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of Florida. Venue of any legal or administrative proceedings arising out of this Contract shall be exclusively in Orange County, Florida.

In consideration of the foregoing premises, AUTHORITY agrees to pay CONTRACTOR for work performed and materials furnished at the prices submitted with the Proposal.

19. RELATIONSHIPS

CONTRACTOR acknowledges that no employment relationship exists between AUTHORITY and CONTRACTOR or CONTRACTOR's employees. CONTRACTOR shall be responsible for all direction and control of its employees and payment of all wages and salaries and other amounts due its employees. CONTRACTOR shall be responsible for all reports and obligations respecting such employees, including without limitation social security tax and income tax withholding, unemployment compensation, workers compensation, and employment benefits.

CONTRACTOR shall conduct no act or omission that would lead CONTRACTOR's employees or any legal tribunal or regulatory agency to believe or conclude that CONTRACTOR's employees would be employees of the AUTHORITY.

Any approval by AUTHORITY of a subcontract or other matter herein requiring AUTHORITY approval for its occurrence shall not be deemed a warranty or endorsement of any kind by AUTHORITY of such subcontract, subcontractor, or matter.

20. INTERPRETATION

For purposes of this Contract, the singular shall include the plural, and the plural shall include the singular, unless the context clearly requires otherwise. Except for reference to women's business enterprises and matters relating thereto, reference to one gender shall include all genders. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the stated statute or regulation. Words not otherwise defined and that have well-known technical, industry, or legal meanings, are used in accordance with such recognized meanings, in the order stated. References to persons include their respective permitted successors and assigns and, in the case of governmental persons, persons succeeding to their respective functions and capacities. If CONTRACTOR discovers any material discrepancy, deficiency, or ambiguity in this Contract, or is otherwise in doubt as to the meaning of any provision of the Contract, CONTRACTOR may immediately notify AUTHORITY and request clarification of AUTHORITY's interpretation of the Contract. The Contract Documents, together with and including all exhibits, comprise the entire agreement of the parties and supersedes and nullifies all prior and contemporaneous negotiations, representations, understandings, and agreements, whether written or oral, with respect to the subject matter hereof.

21. WAGE RATES AND TRUTH-IN-NEGOTIATIONS CERTIFICATE

The CONTRACTOR hereby certifies, covenants and warrants that wage rates and other factual unit costs as shown in attached documentation supporting the compensation are accurate, complete and current as of the date of this Contract. It is further agreed that said price shall be adjusted to exclude any significant sums where the AUTHORITY shall determine the price was increased due to inaccurate, incomplete or non-current wage rates and other factual unit costs. All such adjustments shall be made within one year following the date of final billing or acceptance of the work by the AUTHORITY, whichever is later.

22. SURVIVAL OF EXPIRATION OR TERMINATION

Any clause, sentence, paragraph, or section providing for, discussing, or relating to any of the following shall survive the expiration or earlier termination of the Contract:

22.1 Trademarks, service marks, patents, trade secrets, copyrights, publicity, or other intellectual property rights, and terms relating to the ownership, security, protection, or confidentiality thereof; and

22.2 Payment to CONTRACTOR for satisfactory work performed or for termination expenses, if applicable; and

22.3 Prohibition on non-competition agreements of CONTRACTOR's employees with respect to any successor of CONTRACTOR; and

22.4 Obligations upon expiration or termination of the Contract; and

22.5 Any other term or terms of this Contract which by their nature or context necessarily survive the expiration or earlier termination of the Contract for their fulfillment.

23. OBLIGATIONS UPON EXPIRATION OR TERMINATION OF CONTRACT

23.1 Immediately upon expiration or termination of this Contract CONTRACTOR shall submit to AUTHORITY, upon request, a report containing the last known contact information for each subcontractor or employee of CONTRACTOR who performed work under the Contract; and

23.2 CONTRACTOR shall initiate settlement of all outstanding liabilities and claims, if any, arising out of the Contract and any subcontracts or vending agreements to be canceled. All settlements shall be subject to the approval of AUTHORITY.

THIS SPACE INTENTIONALLY BLANK

IN WITNESS WHEREOF, the authorized signatures named below have executed this Contract on behalf of the parties as of the day and year first above written. This Contract was awarded by the Authority's Board of Directors at its meeting on August 28, 2013.

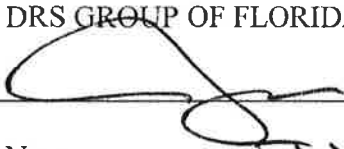
ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Print Name: Claude Miller

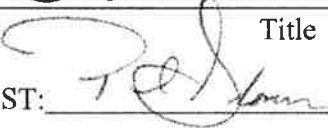
Date: 9/26/13

THE DRS GROUP OF FLORIDA, INC.

By: 

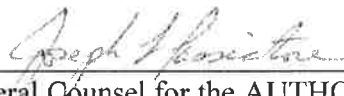
Print Name: John Cincala

SVP
Title

ATTEST:  (Seal)

DATE: 9/9/2013

Approved as to form and execution, only.


General Counsel for the AUTHORITY

**SCOPE OF SERVICES
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978**

1.0 PROJECT OVERVIEW

The Contractor shall provide all labor, materials, equipment and incidentals necessary to perform record conversion services for the Orlando-Orange County Expressway Authority (Authority) as described herein.

Services shall include, but are not limited to: (i) preparing and microfilming documents including large format drawings and construction plans; (ii) converting the silver film to Diazo for the purpose of creating new duplicate rolls of Diazo microfilm; (iii) scanning documents to CD's or DVD's; (iv) delivering finished microfilm, CD's, or DVD's; (v) providing film verification assistance on a schedule approved by the Authority; (vi) assisting in the design of the indexing configuration. With the exception of microfilming, services shall be performed on-site at the Authority's Headquarters Building.

2.0 GENERAL REQUIREMENTS

- 2.1 The Contractor's standard work hours at the Authority's site shall be between 8:00 a.m. and 4:30 p.m., Monday through Friday, excluding the Authority's observed holidays. The Authority may require the Contractor to perform work during non-standard hours outside the standard work hours. Non-standard hours will be authorized in writing by the Authority. The Contractor shall advise the Authority 48 hours in advance of its projected work schedule for each week. The Contractor shall perform no work during the Authority's observed holidays without the prior written permission of the Authority.

The Authority's observed holidays are listed as follows:

New Year's Day	Veterans Day
Martin Luther King's Birthday	Thanksgiving Day
Memorial Day	Friday after Thanksgiving
Independence Day	Christmas Day
Labor Day	

- 2.2 In the event an emergency condition is declared by the Authority's Executive Director or Deputy Executive Director or their respective designees, the Contractor shall perform work during such hours as specified by the Authority.
- 2.3 The Contractor shall provide the necessary experienced personnel to support the services required by the Contract. The Contractor shall remove any employee whose work performance, in the Authority's opinion, is not satisfactory, and replace such personnel with employee(s) satisfactory to the Authority. In no event shall the Authority be responsible for monitoring or assessing the suitability of any employee or agent of the Contractor.

- 2.4 All Contractor employees shall wear business casual attire while working at the Authority site.
- 2.5 The Contractor shall comply with all Authority security policies, plans and procedures.
- 2.6 The Contractor shall be responsible for providing cellular phone equipment and services to the Contractor's employees.
- 2.7 The Contractor shall, at no additional cost to the Authority, correct any improper work resulting from faulty workmanship.
- 2.8 The Contractor shall be responsible for restoring, at no cost to the Authority, any and all records that are damaged while under the care of the Contractor, regardless of whether the damage results from improper or negligent practices, vandalism, act of God, etc.
- 2.9 Payments to the Contractor shall in no way constitute a waiver of any warranty requirements.

3.0 PRODUCT AND MATERIALS

- 3.1 The Authority will provide original documents for filming and scanning as follows:
 - 3.1.1 Documents: written documents, ranging in sizes from 8.5" x 11" to 11" x 17", in 1.2 cubic foot storage boxes. Contractor shall prepare the documents for scanning and/or filming.
 - 3.1.2 Drawings/Plans: architectural and engineering drawings/plans, in sizes from 8.5" x 11" to 24" x 36", in 1.2 cubic foot storage boxes; or in 33" x 43" X 1" flat boxes. Contractor shall prepare the documents for scanning and/or filming. Plans are bound with two (2) or three (3) post ranging from ½ inch to 4 inches; spiral comb binding, or stapled. Bound plans are considered a set and may range from 50 to 1000+ pages.
 - 3.1.3 Digital Files: CD's, DVD's or electronic documents transferred from the Authority's FTP site to the Contractor for the purpose of microfilming. The Authority will provide the FTP link to the Contractor when electronic documents are placed on the Authority's FTP for transfer to the Contractor.
- 3.2 The Contractor shall provide the following materials and equipment:
 - 3.2.1 Blank Film: Shall come in 5mm, one hundred (100) foot rolls, manufactured from safety base film (silver type on polyester base), for originals to produce density and resolution as defined in Rule 1B-26.0021, Florida Administrative Code. In addition, film shall meet or exceed

American National Standards Institute (ANSI) standards. Roll cores shall be made of non-ferrous materials with a corrosion resistant finish or other non-corroding plastic, which in any event will not react with the film. Roll cores that give off reactive fumes or exudations during storage shall not be used. (Ref: Kodak, Fuji, Agfa, or other approved equivalent product. Equivalency shall be determined by the Authority).

3.2.2 Film Storage Containers: Shall be plastic and designed to accommodate a front and top label indicating whether the roll is an original or duplicate, the roll number, date, and appropriate information as supplied by the Authority. Acid Free Boxes can be used to hold duplicate copies of the microfilm.

3.2.3 CD's and DVD's for converting original documents, or transferring electronic documents for the purpose of microfilming. The Contractor shall use RW type CD's with a minimum capacity of 700MB/80 minutes and/or RW type DVD's with a minimum capacity of 4.7GB when performing document scanning activities. These CD's/DVD's shall be compatible with CD/DVD/RW disk drives utilized in Hewlett Packard computers and may be manufactured by Maxell, Sony, Memorex, TDK, Verbatim, or equivalent alternate product.

3.2.4 The cost of materials necessary to perform the services specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

4.0 PERFORMANCE REQUIREMENTS

4.1 The Contractor shall perform all of its obligations and functions under the Contract in accordance with Contract specifications and industry standards. The Contractor shall adjust and coordinate its activities to the needs and requirements of the Authority and perform its activities so as not to annoy, disturb, endanger, unreasonably interfere with or delay the operations or activities of the Authority.

4.2 Dates for commencement and completion of work will be on an as-needed basis and shall be coordinated with the Authority's representative.

4.3 Any work required beyond that which is specified herein shall be reported in advance to the Authority's representative. At no time shall work beyond the scope be performed without prior written authorization from the Authority's representative.

4.4 The Contractor shall utilize maximum safety precautions. Tools and equipment shall be in a good state of repair, safe to use, and be used in the manner in which they were intended. Contractor shall inform all workers and concerned persons of the Material Safety Data on all products being utilized on this project. No materials or equipment shall be left unsecured on the project site at any time. The Authority assumes no responsibility for the Contractor's materials or equipment.

- 4.5 The Contractor shall allow the Authority's representative access to any and all Authority owned documents, drawings, plans, and Contractor generated products during the performance of service.
- 4.6 The Contractor shall keep a written index of all documents, drawings, plans, received from the Authority until such documents, drawings/plans, are returned to the Authority.
- 4.7 The Contractor shall advise the Authority as soon as practical of any defect or condition which may adversely affect the completion of work requested under the scope of services.
- 4.8 The Contractor shall take measures necessary to prepare paper documents for microfilming, which includes, but is not limited to, removal of all staples, paper clips, screws, removing documents from binders, page orientation, removal of post-it notes, etc. The Contractor shall reassemble documents and return them to their original state.
- 4.9 The Contractor shall not in any way damage original documents, drawings or plans.

5.0 MICROFILMING AND SCANNING REQUIREMENTS

- 5.1 The Contractor shall adhere to the guidelines and procedures as stated in the Florida Department of State, Division of Library & Information Services, Chapter 1B-26.0021, Florida Administrative Code Records Management – Standards and Requirements–Microfilm Standards, which meets or exceeds the American National Standards Institute (ANSI) standards.
- 5.2 Documents shall be scanned with a resolution of 300 dpi by the Contractor in a secured room on the Authority's property. Documents shall be scanned into a PDF or TIFF format. Format will be determined by the Authority based upon document type. Scanned documents shall be placed on a CD or DVD as described in section 3.2.3. The microfilming shall take place at the Contractor's facility utilizing electronic files.
- 5.3 The Contractor, with the assistance of the Authority's representative, shall develop indexes for scanning and microfilm. The Authority has identified seven (7) index types: minutes; consent agenda; resolutions; right-of-way; invoices; bonds; and project files. These index types are all permanent with the exception of invoices. More index types may be identified and Contractor assistance requested throughout the term of the Contract.
- 5.4 The Contractor shall provide indexes on the disk and microfilm outlining the contents of each. Disk and microfilm shall be created in a fashion whereby documents contained therein may be located as quickly as possible.

- 5.5 The Contractor shall transfer scanned documents from CD's, DVD's or FTP site to microfilm 16mm or 35mm film based upon document size. The Contractor shall return the RW type CD/DVD when delivering the microfilm. The Contractor shall notify the Authority's representative upon completion of downloading documents from the FTP site.
- 5.6 If less than one quarter (1/4) of a roll is left upon completion of filming of a project, Contractor shall begin a new roll for the next project. If more than one quarter (1/4) of a roll is left upon completion of filming a project, Contractor shall insert 25 spaces and begin filming the next project. After processing, the roll shall be cut to separate the next project onto a different roll.
- 5.7 The Contractor shall process and test all original microfilm. Contractor shall conduct and document Methylene Blue Test on each batch of processed original film, or on one (1) out of every ten (10) rolls of original film, for concentration of residual thiosulfate. The methylene blue test must not exceed 14 micrograms per square centimeter.
- 5.8 The Contractor shall provide (1) silver polyester base 5mm thick original and one (1) Diazo duplicate of each 5mm thick 100 foot roll from permanent documents.
- 5.9 If requested by the Authority's representative, the Contractor shall provide a Diazo duplicate of 5mm thick 100 foot roll from a silver polyester base 5mm thick 100 foot roll original.
- 5.10 When submitted to the Authority, all completed film shall be fully compatible with the microfilm reader and conversion equipment the Authority will be purchasing. Anticipated purchase will be a ScanPro 2000 or equivalent.
- 5.11 The Contractor shall provide on each loaded disk a label identifying the information that is on the disk and include the "Burn" date. The loaded disk shall be inserted in a jewel case containing an insert that also identifies the information on the disk and the "Burn" date. The Authority's representative will provide instruction as to labeling index requirements. If more than one disk is needed for a project, the disks shall be numbered "Disk 1 of X", "Disk 2 of X", etc.
- 5.12 The Contractor shall provide on each microfilm reel a label identifying the information that is on the microfilm reel and include the "Film" date. The loaded microfilm reel shall be inserted in a microfilm container as described in 3.2.2 above. The Authority's representative will provide instruction as to labeling index requirements. If more than one microfilm is needed for a project, the microfilms shall be numbered "Microfilm 1 of X", "Microfilm 2 of X", etc.

6.0 DELIVERY/PICKUP LOCATIONS

- 6.1 Delivery and pickup shall be to and from Orlando-Orange County Expressway Authority located at 4974 ORL Tower Road, Orlando, Florida 32807

- 6.2 The Authority reserves the right to add or remove any locations at any time during the term of the Contract. Any such changes will be documented in writing by the Authority.
- 6.3 The Contractor shall coordinate delivery of completed film with the Authority's representative.
- 6.4 Upon delivery, the Contractor shall supply the Authority with documentation supporting the delivery. Documentation provided shall include the following information:
- Contractor internal tracking number,
 - Time and date of request for delivery,
 - Name of Authority representative requesting delivery,
 - Authority assigned box or carton number(s), and
 - Authority description(s) from the exterior of the box and the initial index and filing paperwork.

7.0 INSPECTION AND APPROVAL

- 7.1 The Authority's representative will inspect the first roll of microfilm prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.
- 7.2 The Authority's representative will inspect the first CD or DVD prior to the completion of any assigned project. Contractor shall not proceed with the balance of the assigned project until notified by the Authority's representative.
- 7.3 At the completion of any assigned project, the Authority's representative will conduct an inspection of all film, CD's, DVD's, and other Contractor generated materials provided.
- 7.4 Any deficiencies noted during an inspection shall be corrected by the Contractor at its expense within seven (7) business days from the date of inspection.

8.0 REPORTS

- 8.1 Upon project completion, the Contractor shall provide the Authority an updated inventory bar code list of completed deliverables.
- 8.2 Upon project completion, the Contractor shall provide a master electronic inventory of all documents in a format acceptable to the Authority.
- 8.3 The Contractor shall submit all reports prior to submitting the final invoice.

- 8.4 The cost of the required reports specified herein shall be included in the Contract unit prices for the various items of Work to which it is incidental.

END OF SCOPE OF SERVICES



Orlando-Orange County Expressway Authority
4974 ORL Tower Road, Orlando FL 32807
(407) 690-5000 Fax: (407) 690-5032

TO: All Planholders of Record
FROM: Claude Miller, Director of Procurement
DATE: July 17, 2013
SUBJECT: Contract No. 000978,
Records Conversion Services – Addendum No. 1

This Addendum forms a part of the Contract Documents and modifies the original bidding documents dated June 2013, as noted below. Acknowledge receipt of this Addendum in the space provided on the Proposal form. Failure to do so may subject the bidder to disqualification. This Addendum consists of 3 pages.

RESPONSES TO QUESTIONS

1. The following questions were received from planholders of record. The Authority's response follows each question.

Q001: Is this an all or none bid? Are we required to provide ALL services, or can we just bid on partial services?

R: All line items are to be bid on. Partial bids will be deemed non-responsive.

Q002: What is proposed for tracking paper files in and out of conversion?

R: Refer to RFP, Scope of Services, Section 4.6

Q003: Is there a procedure in place to cover the instance of a paper file being needed during conversion?

R: Refer to RFP, Scope of Services, Section 4.5

Q004: Will it be necessary to identify files that have been converted by physical means, i.e. annotating the paper file after conversion with an identifying mark?

R: No

Q005: How will a "project be defined?"

R: The Authority will define the project(s).

Q006: If the vendor is prepared to place a microfilm camera onsite would that be acceptable? In some circumstances, with some records, filming the paper directly results in superior resolution and density of image. The subsequent scanning of the microfilm provides an improved electronic image over that which can be achieved by scanning the paper directly.

R: Yes however, Scope of Services, Section 5.2 still applies.

Q007: Can you tell me who is the current provider of these services? Can you supply a bid tab/award notice from the prior bid?

R: The awardee of this solicitation will be the first provider.

Q008: Is subcontracting allowed? If so, due to the contract amount does the vendors have to disclose the subcontractor(s) when submitting their responses to allow the Authority to use that information in determining the responsive bidders?

R: Yes subcontracting is allowed and they must be disclosed. All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q009: How will the Authority handle the security of Human Resource records if subcontracting is allow? Ie offshore or near shore indexing or other services being subcontracted.

R: All services performed under this contract shall be conducted within the continental United States (CONUS) by either the prime or their subcontractor(s).

Q010: What is the disposition of the documents once they are scanned?

R: Documents will be returned to the Authority's representative in accordance with Scope of Services, Section 4.8.

Q011: Recommend the Authority to get separate price for each service so you can determine if the cost of re-prepping is justifiable for every project?

R: Bid items remain unchanged.

Q012: During the walk through we saw many color images (engineering plans) and the assumption was that they are to be scanned in color due to graphs and color coding schematics . In our industry color

scanning is slower process and should be considered a separate line item.

R: Black and white imaging will be the standard for scanning color documents unless color is warranted to insure the scanned document is clear, concise and accurate. That determination will be made by the Authority. Bid items remain unchanged.

Q013: Is the estimated volume for all three years of service?

R: Yes.

Q014: Would we be able to perform any imaging related services off-site and off shore such as indexing?

R: Yes services may be performed off-site but, subcontracting outside the continental United States (CONUS) is prohibited.

Q015: Would we be able to use our 3rd party partners for processing microfilm?

R: See response to Q014 above.

Q016: Is OOCEA open to getting this project done quicker than 3 years?

R: OOCEA will progress as quickly as possible based upon annual budgetary and resources available. The estimated volume / term of service remain unchanged.

Q017: What does "providing film verification assistance on a schedule approved by the Authority" on page SS-1 mean?

R: Contractor will assist in the initial review of microfilm being submitted to the Authority for each project that has new indexing. This assistance will include an explanation and demonstration on how the indexing on the microfilm is utilized to quickly identifying and locating the desired document(s).

END OF ADDENDUM NO. 1

METHOD OF COMPENSATION RECORD CONVERSION SERVICES

1.0 PURPOSE

This document describes the limits and method of compensation to be made to the Contractor for the services set forth in the Scope of Services. The services shall be provided over the duration of the work specified in the Contract.

2.0 COMPENSATION

For the satisfactory completion of the services detailed in the Scope of Services, the Contractor will be paid at the rates shown in the Price Proposal for all work completed and accepted by the Authority.

3.0 METHOD OF COMPENSATION

- 3.1 Payment will be made to the Contractor not more than once monthly. The Contractor shall prepare and forward two (2) copies of each monthly invoice (in a format acceptable to the Authority) to the Authority's Manager of Procurement. The invoice shall include a breakdown of the work performed by the Contractor to verify the amount being requested for payment.
- 3.2 The Authority does not guarantee that all of the services described in the Scope of Services will be assigned during the term of the Contract. Further, the Contractor is providing these services on a non-exclusive basis. The Authority, at its option, may elect to have any of the services set forth herein performed by other Contractors or Authority staff.
- 3.3 Contractor shall receive and accept the compensation and payment provided in its Price Proposal and the Contract as full payment for all labor, materials, expenses, supplies and incidentals required to be provided by the Contractor in the Scope of Services.
- 3.4 The Contractor shall promptly pay all suppliers their proportionate share of payments received from the Authority.
- 3.5 Payment for invoices received by the Manager of Procurement by the 1st of the month will be placed in the U.S. Mail on the last working day of the following month. Direct deposit of payment to the Contractor is available. If the Contractor elects to receive direct deposit of payments from the Authority, the Authority will provide the Contractor with the necessary Automatic Deposit Authorization Agreement form.

3.6 The Authority reserves the right to withhold payment or payments in whole or in part, and to continue to withhold any such payments for work not completed, completed unsatisfactorily, work that is behind schedule or work that is otherwise performed in an inadequate or untimely fashion as determined by the Authority or its designated representative. Any and all such payments previously withheld shall be released and paid to Contractor promptly when the work is subsequently satisfactorily performed. If any defined action, duty or service or part required by the Contract is not performed by the Contractor, the value of such action, duty or service or part thereof will be determined by the Authority and deducted from any invoice or monthly billing period claiming such items for payment. In order to expedite the review, processing, and delivery of each month's invoice to the Authority, the Director of Procurement, with the approval of the Contractor, may elect to apply any deducted amounts to the following month's invoice total.

4.0 ADDITIONAL SERVICES

Additional services outside the scope of the Contract and the resulting compensation for such services shall be implemented by a written Supplemental Agreement in accordance with the Contract. Such work shall not be performed until a Supplemental Agreement has been executed by the Authority and the Contractor.

5.0 PROJECT CLOSEOUT

Final Audit: The Contractor shall permit the Authority, at the Authority's option, to perform or have performed, an audit of the records of the Contractor and any or all subcontractors to support the compensation paid the Contractor. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the Contractor under the Contract are subsequently determined to have been inadvertently paid by the Authority because of accounting errors or charges not in conformity with the Contract, the Contractor agrees that such amounts are due to the Authority upon demand. Final payment to the Contractor shall be adjusted for audit results.

END OF SECTION

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

PROPOSAL OF

The DRS Group of Florida

(Name)

11281 Interchange Circle S.

(Address)

Miramar, FL 33025

954-553-4009

(Telephone No.)

Submitted 7/29/2013

Orlando-Orange County Expressway Authority
4974 ORL Tower Road
Orlando, FL 32807

We, the undersigned, hereby declare that no person or persons, firm or corporation, other than the undersigned, are interested in this Proposal as principals, and that this Proposal is made without collusion with any person, firm or corporation. We have carefully and to our full satisfaction examined the Bidding Documents and the location of the proposed work and the sources of supply of materials. We hereby agree to furnish all necessary labor, equipment, and materials, fully understanding that the quantities shown herewith are approximate only, and that we will fully complete all necessary work in accordance with the Bidding Documents and the requirements under them of the Authority, for the unit prices shown on the Bid Form.

I (we) hereby acknowledge receipt of the following Addenda issued during the bidding period:

Addendum No. 1 Dated 7/17/13 Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

Addendum No. _____ Dated _____ Bidder and/or Representative Initial _____

John Civala SUP

Name of Bidder and/or Representative

If awarded the Contract, the undersigned further agrees to execute the Contract within 10 calendar days after the date on which the notice of award has been given.

The undersigned acknowledges that the Orlando-Orange County Expressway Authority officials and employees are prohibited from soliciting and accepting funds or gifts from any person who has, maintains, or seeks business relations with the Authority.

*

*

*

*

*

*

*

*

*

The DES Group of Florida Inc.

Name of Bidder and/or Representative

I (We), the undersigned, hereby certify that I (we) have carefully examined this proposal after the same was completed, and have verified each item placed thereon; and I (we) agree to indemnify, defend, and hold harmless the Authority against any cost, damage, or expense which it may incur or be caused by any error or omission in my (our) preparation of same.

CORPORATION:

The DES Group of FL
Principal (Bidder)

By: John C. Curre
President or Vice President

Attest: [Signature]
Secretary (or Assistant Secretary)

(Affix
Corporate
Seal)

INDIVIDUAL OR FIRM TRADING AS:

Principal (Bidder)

Signature: _____
Individual or Owner

Witness: _____

Witness: _____

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
RECORDS CONVERSION SERVICES
CONTRACT NO. 000978

AFFIDAVIT

This Affidavit, executed by, or on behalf of the person, firm, association, corporation or joint venture submitting the Proposal, shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida COUNTY OF Broward

Before me, the undersigned authority, personally appeared John Cirone who being

duly sworn, deposes and says he is SVP

(Title)

of DES Group of Miami, FL
(Firm) (City and State)

the bidder submitting the attached Proposal for the work covered by Authority Contract No. 000978 in Orange County, Florida.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm, corporation, or joint venture under the same or different name, and that such bidder has no financial interest in the firm of another bidder for the same work. That he, his firm, association, corporation, or joint venture has neither directly, nor indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's bid on the above-named project. Furthermore, neither he, his firm, corporation, joint venture, nor any officers are debarred from participating in public contract lettings in any other state.

Corporation Must
affix Seal

The DES Group of Florida
(Bidder)

By: John Cirone

Title: SVP

STATE OF FLA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 7/25/13,
(Date)

by John C. ... SVP
(Name of Officer or agent, title of officer or agent)

of The DRS Group of Florida Inc.
(Name of Corporation acknowledging)

a Florida corporation, on behalf of the corporation. He/she is
(State or place of incorporation)

personally known to me or has produced FIDC G-142-401 62-377-0
(Type of identification)

as identification and did (did not) take an oath.

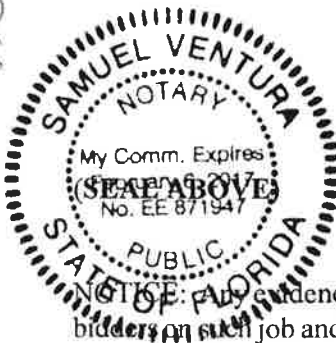
EE 871947 Notary Public, Commission No.

Samuel Ventura (Name of Notary typed, printed or stamped)

Title or Type of Document _____ (Optional)

Number of Pages _____ Date of Document _____ (Optional)

Signer(s) Other than Named Above _____ (Optional)



NOTICE: Any evidence of collusion among participating bidders will preclude their recognition as bidders on such job and subjects them to penalties under applicable State and Federal Law, both civil and criminal. The Authority will also disqualify such bidders on any work of the Authority until such participant shall have been reinstated as a qualified bidder.

THE ABOVE FORM OF AFFIDAVIT IS REQUIRED TO BE EXECUTED AND ATTACHED TO EACH BID PROPOSAL FOR THE PROPOSAL TO BE CONSIDERED.

ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY

**ACKNOWLEDGMENT OF STANDARD OF CONDUCT AND
CODE OF ETHICS**

If awarded the Contract, the undersigned covenants and agrees that it and its employees shall be bound by the standards of conduct provided in Florida Statutes 112.313 as it relates to work performed under the Contract, which standards will by reference be made a part of the Contract as though set forth in full. The undersigned agrees to incorporate the provisions of this requirement in any subcontract into which it might enter with reference to the work performed or services provided.

The undersigned further acknowledges that it has read the Authority's Code of Ethics, a copy of which is available on the Authority's web site at www.ooca.com and, to the extent applicable to the undersigned, agrees to abide with such policy.

The DRS Group of Florida
Company Name

By: John Civalle

Title: SVP

(Note: Failure to execute and submit this form may be cause for rejection of the bid as non-responsive.)

**ORLANDO-ORANGE COUNTY EXPRESSWAY AUTHORITY
DRUG-FREE WORKPLACE FORM**

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

The Des Grapes of Florida does:
Name of Business

1. Publish a statement of 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 under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employees will abide by the terms of a statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 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 of, 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 paragraphs 1 thru 5.

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



Bidder's Signature
7/23/13

Date

**RECORDS CONVERSION SERVICES
CONTRACT NO. 000978
EQUIPMENT LIST**

Provide a list of equipment necessary to perform records conversion services on-site at the Authority's Headquarters Building at 4974 ORL Tower Road, Orlando, Florida 32807.

MODEL NAME	MODEL NUMBER	MANUFACTURER	QUANTITY
1. Canon 9080C Scanner	9080C	Canon 110Volts	2-4
2. Contex large format	SD-4450	Contex 110Volts	1-2
3. Tables	30" x 48" 30 x 60" 30 x 72"	—	2 2 2
4. Dell Computers	—	Dell	3-6
5. Chairs	—	—	3-6
6.			

The information provided herein is for information purposes only to ensure adequate space and power source(s) are available.

*DPS will not subcontract any part
of this RFP.*

REFERENCES

The Bidder shall submit references with the name of the business, contact person, address, telephone number, fax number, email address, and date of service. The Bidder shall have a minimum of five (5) years of experience in providing records conversion services. If more than four (4) references are necessary to document the minimum of five (5) years of experience this sheet may be duplicated.

Business Name: <u>City of Pembroke Pines</u> Point of Contact: <u>Dan Stewart</u> Address: <u>10100 Pines Blvd</u> <u>Pembroke Pines, FL 33026</u> Phone: <u>954 435-6570</u> Fax: _____ Email: <u>d.stewart@PPines.com</u> Date of Service: <u>7/2005 - Current</u>	Business Name: <u>Martin County</u> Point of Contact: <u>John Gallagher</u> Address: <u>2401 SE Monterey Rd</u> <u>Stuart, FL 34996</u> Phone: <u>772 288-5480</u> Fax: _____ Email: <u>jgallagher@martin.fl.us</u> Date of Service: <u>6/2005 - 6/2011</u>
Business Name: <u>GOAA</u> Point of Contact: <u>Alice Young</u> Address: <u>Greater Orlando</u> <u>Airport</u> Phone: <u>407 825-2060</u> Fax: _____ Email: <u>A.young@Goaa.org</u> Date of Service: <u>8/1/2008 - 7/2/2013</u>	Business Name: <u>City of Tamarac</u> Point of Contact: <u>Lillian Pabon</u> Address: <u>7525 NW 88th Ave</u> <u>Tamarac, FL 33321</u> Phone: <u>954-597-3503</u> Fax: _____ Email: <u>lillianp@tamarac.org</u> Date of Service: <u>7/2004 - Current</u>

* BID FORM *
 CONTRACT NO. 000978
 RECORDS CONVERSION SERVICES

ITEM NO.	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
1	500	Per Box	Document Preparation (Estimated 2,500 documents per box average)	32.00	16,000.00
2	300	Per Set	Document Preparation based of Plans and As Builts 8 1/2" X 11", 11"X17" and 24" X 36"	0.75	225.00
3	800,000	Per image	Scanning Paper Documents 8 1/2" x 11", 8 1/2" x 14" to CD or DVD	0.059	47,200.00
4	200,000	Per image	Scanning Paper Documents 11" X 17" to CD or DVD	0.059	11,800.00
5	100,000	Per image	Scanning Paper Documents 24" X 36" to CD or DVD	0.68	68,000.00
6	800,000	Per image	Microfilming 16mm Documents 8 1/2" x 11", 8 1/2" x 14" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	20,800.00
7	200,000	Per image	Microfilming 16mm Documents 11" X 17" from digital, CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.026	5,200.00
8	100,000	Per image	Microfilming 35mm Plans/Drawing 24" X 36" from digital CD, DVD, FTP site (1 Original on Silver Film and 1 copy on Diazo Film)	0.22	22,000.00
9	5	Per Hour	Indexing Assistance	.01 incl	Ø
10	100,000	Per file	Indexing scanned documents	0.10	10,000.00
11	100,000	Per file	Indexing microfilm documents	0.10	10,000.00
12	4,000	Per Container	Indexing storage medium for CD/DVD or Microfilm	.0 incl	Ø
13	10	Per Roll	Duplication of Original Silver Film to Diazo	20.00	200.00
TOTAL BID				211,425.00	

Included

Included

Note: Quantities are for bidding purposes only. Actual quantities may vary.

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 1 entered into this 14th day of October, 2014, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to increase the Contract amount by \$45,000.00 in order to continue the required records conversion services to the end of the Contract Term; and,
2. The Consultant hereby agrees to the increase in the Contract amount and will continue provide the required services with no change in the fees and rates included in the original Contract as outlined in Exhibit "A" excluding a new line item "additional hours" at the hourly rate as established in Exhibit "A"; and,
3. The Authority and Consultant agree that this Supplemental Agreement No. 1 shall not alter or change in any manner the force and effect of the Contract including any previous amendments thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 1; that acceptance of this Supplemental Agreement No. 1 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

SUPPLEMENTAL AGREEMENT NO. 1

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$45,000.00

This Supplemental Agreement No. 1 entered into as of the day and year first written above.

"Authority":

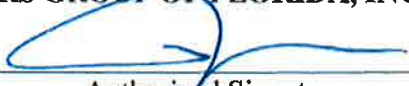
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 10/13/14

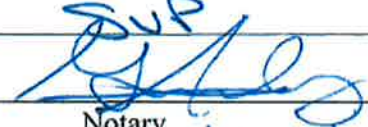
"Consultant":

THE DRS GROUP OF FLORIDA, INC.

By: 
Authorized Signature

Print Name: John Curre

Title: SVP

Attest: 
Notary

Date: 10/09/2014





Exhibit "A"

Products and Services Price Quote

The DRS Group of Florida
11281 Interchange Circle South
Miramar, FL 33025
954 538-1112

Date: 9/26/14
Quotation #: <Quote Number>
Customer ID:
Quotation valid until:
Prepared by: John Civale

Bill To: Central Florida Expressway Authority
 4974 ORL Tower Rd
 Orlando, FL 32807
Robert Johnson (407) 690-5000
JohnsonR@oocea.com

Ship To:

		Invoices		
Qty	Part No.	Description	Unit Cost	Total Cost
260,000	Scan	Scan 130 boxes of invoices average box has 2000 images	.059	15,340.00
130	Prep	Prepare 130 boxes of invoices	32.00	4,160.00
130	Additional hours	Additional time to index outside the original SOW	19.67	2,557.10
300,000	microfilm	Convert Images to Microfilm Not to exceed \$30,000	.022	6,600.00
			TOTAL	28,657.10
		Journal entries and statements		
Qty	Part No.	Description	Unit Cost	Total Cost
75,000	Scan	Scan TBD boxes of invoices average box has 2000 images	.059	4,425.00
100	Prep	Prepare TBD boxes of invoices	32.00	3,200.00
100	Additional hours	Additional time to index outside the original SOW	19.67	1,967.00
100,000	microfilm	Convert Images to Microfilm Not to exceed \$15,000	.022	2,200.00

- All quantities are estimates, actual quantities may be more or less.
- Total NOT TO EXCEED \$45,000.00

CENTRAL FLORIDA EXPRESSWAY AUTHORITY
SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: THE DRS GROUP OF FLORIDA, INC.

Contract No: 000978 Project No.: N/A

This Supplemental Agreement No. 2 entered into this 11th day of May, 2015, by and between the CENTRAL FLORIDA EXPRESSWAY AUTHORITY (the "Authority"), and THE DRS GROUP OF FLORIDA, INC., (the "Consultant"), the same being supplementary to the Contract between the aforesaid, dated August 28, 2013, for services pertaining to records conversion services, (the "Contract").

1. The Authority has determined it necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion. There will be no increase in the Contract amount or the Contract term.
2. The Consultant hereby agrees to the adjustment in the Contract quantities and the addition of an hourly rate line item for inventory processing as shown on the attached "Exhibit "A" with no increase in the Contract amount or Contract time.
3. The Authority and Consultant agree that this Supplemental Agreement No. 2 shall not alter or change in any manner the force and effect of the Contract including any previous supplementals thereto, if any, except insofar as the same is altered and amended by this Supplemental Agreement No. 2; that acceptance of this Supplemental Agreement No. 2 signifies the Consultant's complete and total claim for the terms and conditions of the same and that the Consultant waives all future right for additional compensation which is not already defined herein.

This Supplemental Agreement is necessary to adjust the Contract quantities and add a line item for an hourly rate to assist in the backlog of inventory to be processed for conversion.

SUPPLEMENTAL AGREEMENT NO. 2

Contract Name: Records Conversion Services

Contract No.: 000978 Project No.: N/A

Amount of Changes to this document: \$0.00

This Supplemental Agreement No. 2 entered into as of the day and year first written above.

"Authority":

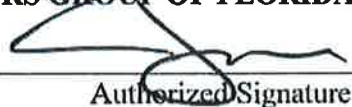
CENTRAL FLORIDA EXPRESSWAY AUTHORITY

By: 
Director of Procurement

Date: 5/14/15

"Consultant":

THE DRS GROUP OF FLORIDA, INC.

By: 
Authorized Signatory

Print Name: John Curre

Title: EVP

Attest: Rosalie Gray
Notary

Date: 5/13/2015



Did produce Florida Drivers License as Identification.
Rosalie D. Gray
State of Florida
My Commission Expires 10/09/2018
Commission No. FF 167368

RECEIVED
CONTRACTS DEPT
CRS 5/15/15
SIGNATURE / DATE