ESCAMBIA COUNTY FLORIDA

REQUEST FOR PROPOSALS

Microfilm and Microfiche Digital Conversion

SPECIFICATION NUMBER PD 16-17.037

PROPOSALS WILL BE RECEIVED UNTIL: 2:00 p.m., CDT, Wednesday, May 31, 2017

Office of Purchasing, Room 11.101 213 Palafox Place, Pensacola, FL 32502 Matt Langley Bell III Building Post Office Box 1591 Pensacola, FL 32591-1591

Board of County Commissioners

Douglas Underhill, Chairman Jeff Bergosh, Vice Chairman Steven Barry Lumon J. May Grover Robinson IV

From: Paul R. Nobles Senior Purchasing Coordinator

Assistance:

Paul Nobles CPPO, CPPB, FCN, FCCM Senior Purchasing Coordinator Office of Purchasing 2nd Floor, Matt Langley Bell, III Building 213 Palafox Place Pensacola, FL 32502 Tel: (850) 595-4918 Fax: (850) 595-4805

SPECIAL ACCOMMODATIONS:

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

NOTICE

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.

ESCAMBIA COUNTY FLORIDA REQUEST FOR PROPOSALS PROPOSER'S CHECKLIST Microfilm and Microfiche Digital Conversion SPECIFICATION PD 16-17.037

HOW TO SUBMIT YOUR PROPOSAL:

 Please Review This Document Carefully. Offers That Are Accepted By The County Are Binding Contracts. INCOMPLETE PROPOSALS ARE NOT ACCEPTABLE. All Documents And Submittals Shall Be Received By The Office Of Purchasing On Or Before Date And Hour For Specified For Receipt. Late Proposals Will Be Returned Unopened.

* Documents submitted with Proposal are to be on the forms provided in the Request for Proposals and photocopies of other required documents

THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH PROPOSAL:

- One (1) bound original and One (1) CD or flash drive containing the entire proposal. The following documents shall be included with the proposal:
 - Proposal Form
 - Tab 1 Title Page
 - Tab 2 Table of Contents
 - Tab 3 Letter of Transmittal
 - Tab 4 Company History
 - Tab 5 Qualification
 - Tab 6 Scope Response
 - Tab 7 Approach to Project
 - Tab 8 References and Past History
 - Tab 9 Statement of Litigation
 - Tab 10 Cost Proposal
 - Tab 11 Sample Agreement
 - Tab 12 Standard Documents
 - Solicitation, Offer and Award Form
 - Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida Statutes</u>, On Entity Crimes
 - Drug-Free Workplace Form
 - o Information Sheet For Transactions And Conveyances Corporate Identification
 - Certificate Of Authority To Do Business From The State Of Florida

BEFORE YOU SUBMIT YOUR PROPOSAL, HAVE YOU:

• Placed Your Proposal With All Required Submittal Items In A Sealed Envelope Clearly Marked For Specification Number, Project Name, Name Of Proposer, And Due Date And Time Of Proposal Receipt?

HOW TO SUBMIT A NO PROPOSAL:

 If You Do Not Wish To Propose At This Time, Please Remove The Solicitation, Offer And Award Form From The Proposal Solicitation Package And Enter No Proposal In The "Reason For No Proposal" Block, Your Company's Name, Address, Signature, And Return The Solicitation, Offer And Award Form In A Sealed Envelope. This Will Ensure Your Company's Active Status In Our Bidder's List.

This Form Is For Your Convenience To Assist In Filling Out Your Proposal Only. Do Not Return With Your Proposal.

MICROFILM AND MICROFICHE DIGITAL CONVERSION PD 16-17.037

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SPECIAL TERMS AND CONDITIONS

The Board of County Commissioners, Escambia County, Florida, invites your company to submit a sealed offer on the item(s) as listed in this solicitation request.

All terms and conditions below are a part of this request, and no offer will be accepted unless all these conditions have been complied with. The County reserves the right to waive informalities in any offer; to reject any or all offers, in whole or in part, and/or to accept the offer(s) that in its judgment is from the lowest and most responsible and responsive offeror(s).

Instructions to Offerors

1. <u>General Information</u>

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

Specification Number PD <u>16-17.037</u>, <u>"Microfilm and Microfiche Digital</u> <u>Conversion</u> ", Name of Submitting Firm, Time and Date due. Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

The following policy will apply to all methods of source selection:

Conduct of Participants

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

Definitions

Blackout period means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

Sanctions

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

REQUEST FOR PROPOSAL UNIFORM CONTRACT FORMAT

Summary

Part I	General Information
1-1	Purpose
1-2	Objective
1-3	Issuing Officer
1-4	Contract Consideration
1-5	Rejection
1-6	Inquiries
1-7	Addenda
1-8	Schedule
1-9	Proposal Content and Signature
1-10	Negotiations
1-11	Recommended Proposal Preparation Guidelines
1-12	Disclosures
1-13	Delays
1-14	Work Plan Control
1-15	Method of Payment
Part II	Information Required from Contractor Proposal Form • Tab 1 Title Page • Tab 2 Table of Contents • Tab 3 Letter of Transmittal • Tab 4 Company History • Tab 5 Qualification • Tab 6 Scope Response • Tab 7 Approach to Project • Tab 8 References and Past History • Tab 9 Statement of Litigation • Tab 10 Cost Proposal • Tab 11 Sample Agreement • Tab 12 Standard Documents • Solicitation, Offer and Award Form • Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida Statutes</u> , On Entity Crimes • Drug-Free Workplace Form • Information Sheet For Transactions And Conveyances Corporate Identification • Certificate Of Authority To Do Business From The State Of Florida
Part III	Criteria for Selection
Part IV	Scope of Work

SUMMARY

This project involves the scanning, conversion, image verification and digital storage of all microfilm and microfiche contained in the MC Blanchard Judicial Building vault. The records at issue consist of rolls of microfilm and jacketed microfiche.

PART I GENERAL INFORMATION

1-1 <u>PURPOSE</u>

The purpose of this project is to convert records of the Escambia County Clerk of the Circuit Court and Comptroller (hereinafter referred to as the "Clerk") from microfilm and microfiche storage to electronic digital image records. The records were exposed to moisture and high temperatures that resulted in expedited degradation of the film.

1-2 ISSUING OFFICER

The project Director shall be Jack R. Brown, County Administrator. The liaison officer shall be Brenda Van Brussel, Chief of Operations, Clerk of Circuit Court. The contracting agency shall be the Escambia County Board of Commissioners, c/o the Office of Purchasing, P.O. Box 1591, Pensacola, Florida, 32597-1591.

1-3 CONTRACT CONSIDERATION

It is expected that the contract shall be a Unit Price Contract after negotiation.

1-4 <u>REJECTION</u>

The right is reserved by the Board of County Commissioners to accept or reject any or all proposals or to waive any informality, existing in any proposal, or to accept the proposal which best serves the interest and intent of this project and is from the most responsive and responsible proposer.

1-5 INQUIRIES

Direct all questions and requests for additional information to:

Paul Nobles, CPPO, CPPB, Purchasing Coordinator Office of Purchasing Matt Langley Bell III Building 213 Palafox Place, 2nd Floor Pensacola, FL 32502 Tel: (850) 595-4918 Fax: (850) 595-4805 E-mail: <u>prnobles@co.escambia.fl.us</u>

Should a Submitter find discrepancies in the proposal documents, or should he be in doubt as to the meaning or intent of any part thereof, he/she must, no later than **5:00 p.m. CDT, Thursday, May 25, 2017**, request clarification in writing from the Office of Purchasing, which may, as required issue a written addendum to the proposal. Requests shall include the RFP name.

1-6 <u>ADDENDA</u>

Any changes made in the Request for Proposal shall be brought to the attention of all of those who have provided the proper notices of interest in performing the services.

1-7 <u>SCHEDULE</u>

The following schedule is subject to change and will be adhered to in so far as practical in all actions related to this procurement:

A. Mailing date of pro	posals	Monday, May 8, 2017
B. Pre-Solicitation (Mandatory)	Conference (Non-	N/A
C. Receipt of proposa	als	Wednesday, May 31, 2017
D. Review of proposa	lls	Monday, June 19, 2017
E. Discussions/Select	tion	Thursday, June 29, 2017
E. Board of Coun approval	ty Commissioners	Thursday, August 3, 2017

1-8 PROPOSAL CONTENT AND SIGNATURE

One (1) original and one (1) CD or flash drive containing the entire **proposal** shall be required with all copies having been signed by a company official with the power to bind the company in its proposal, and shall be completely responsive to the RFP for consideration.

1-9 **NEGOTIATIONS**

The contents of the proposal of the successful firm shall become a basis for contractual negotiations.

1-10 RECOMMENDED PROPOSAL PREPARATION GUIDELINES

All Contractors shall provide a straight forward and concise description of their ability to meet the RFP requirements. There shall be avoidance of fancy bindings and promotional material within. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach rational.

1-11 DISCLOSURE

All information submitted in response to this RFP shall become a matter of public record, subject to Florida Statutes regarding public disclosure.

1-12 DELAYS

The Project Director reserves the right to delay scheduled due dates if it is to the advantage of the project.

1-13 WORK PLAN CONTROL

Control of the work plan to be developed under the RFP shall remain totally with the Escambia County Board of Commissioners.

1-14 METHOD OF PAYMENT

Fees shall be negotiated.

1-15 PRIME CONTRACT RESPONSIBILITIES

The selected Contractor shall be required to assume responsibility for all services offered in his proposal. The selected Contractor shall be the sole point of contact with regard to contractual matters including payments of any and all changes resulting from the contract.

PART II INFORMATION REQUIRED FROM PROVIDER

ALL PROPOSALS SHALL INCLUDE THE FOLLOWING: TECHNICAL AND COST PROPOSAL

PROPOSAL FORMAT AND CONTENT

- Tab 1TitlePage– MicrofilmandMicroficheDigitalConversionSpecification Number PD 16-17.037
- Tab 2 Table of Contents
- Tab 3Letter of Transmittal A signed letter of transmittal briefly stating
contractors understanding of the work to be done.
- Tab 4 Company History Provide a brief history of the firm, including number of years in business.
- Tab 5 Qualification Provide professional credentials, certifications, resumes', licenses and experience of the firm and each of the personnel who will work on this project (include resumes).
- Tab 6 Scope Response Describe your understanding of the Scope of Services and the County's needs and any specialized skills that are available from your firm related to this RFP.
- Tab 7 Approach to Project Provide in detail your firms approach and methodology as it relates to providing Microfilm and Microfiche Digital Conversion to governmental entities. Such other information as the Contractor wishes to include, that is relevant to the delivery of this service.
- Tab 8 References and Past History The contractor should list, at least five (5), similar projects completed in the last five (5) years. Indicate the start date of project, scope of work, and name, phone number, fax number and email address of client contact.
- Tab 9 Statement of Litigation Provide a list of current litigations, outstanding judgments and liens, if any, against the firm or personnel to be assigned to this project or that may have been filed in the last five (5) years.

Tab 10 Cost Proposal

Description	<u>Estimated</u> Quantity	Unit	Unit Cost	Extension
Microfiche Unit – per Image (page) There are an estimated 36,006,112 images on jacketed microfilm contained on an estimated 1,210,550 sheets. Each sheet contains between one and twelve rows of jacketed film.	36,006,112 images	Per Image (page)		
Document Index	1 Each	Per Fiche		
		Sub Total		
Microfilm Unit – per Image (page) There are an estimated 2,325,600 images on 969 rolls of microfilm. Each roll contains approximately 2,400 images.	2,325,600 images	Per Image (page)		
Document Index	1 Each	Per Document		
		Sub Total		
		Total		

Additional Costs Related to Scope of Work

\$_____ \$_____ \$

Months to Complete Project _____

Tab 11 Sample Agreement

Tab 12 Standard Documents

- Sworn Statement Pursuant To Section 287.133 (3)(A), <u>Florida</u> <u>Statutes</u>, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions And Conveyances Corporate Identification
- Certificate Of Authority To Do Business From The State Of Florida

PART III CRITERIA FOR SELECTION

1.	Technical – Image and Index Quality Production	50%
2.	Duration – Timeliness	30%
3.	Cost	10%
4.	Security/Environment	10%

PART IV SCOPE OF WORK

1. PURPOSE

The purpose of this project is to convert records of the Escambia County Clerk of the Circuit Court and Comptroller (hereinafter referred to as the "Clerk") from microfilm and microfiche storage to electronic digital image records. The records were exposed to moisture and high temperatures that resulted in expedited degradation of the film.

2. SCOPE

This project involves the scanning, conversion, image verification and digital storage of all microfilm and microfiche contained in the MC Blanchard Judicial Building vault. The records at issue consist of rolls of microfilm and jacketed microfiche.

3. PERFORMANCE PERIOD

Work will begin no later than 20 days after selection and must be completed within fifteen (15) months from the start date, but no later than August 31, 2018. Due to the continued degradation of the film, time is of the essence for completing the conversion process.

4. SCOPE OF DELIVERABLES

The contractor will provide to the Clerk will receive portable hard drive(s) containing digital images of the microfilm and microfiche at issue that meet or exceed the image quality and indexing requirements further outlined in this Scope of Work, as well as the original microfilm and microfiche and any records that tend to document the authenticity and appropriate custody of the records during the time they are in the custody of the Contractor.

5. MICROFILM AND MICROFICHE VOLUME AND CONDITION

- A. Microfiche records There are an estimated 36,006,112 images on jacketed microfilm contained on an estimated 1,210,550 sheets. Each sheet contains between one and twelve rows of jacketed film.
- B. Microfilm records (rolled film) There are an estimated 2,325,600 images on 969 rolls of microfilm. Each roll contains approximately 2,400 images.

The condition of the microfiche and microfilm is fragile due to exposure to moisture and the onset of image degradation. The microfiche strips are jacketed in plastic sleeves.

6. DIGITAL CONVERSION

The Contractor shall scan the microfiche and microfilm images and take all necessary steps to ensure that the digital image product is accurate, complete, and fully readable and representative of or identical to the original. Accurate means that the digital document corresponds to the original microfiche or microfilm image. Complete means that the digital document contains an exact and full page duplicate of the number of pages stored by the microfiche sheet or microfilm roll. Readable means that the digital document presents information identifiable with certainty by the human eye. These steps include but are not limited to:

- A. Selecting the scanning parameters to ensure readability of the digital document's content.
- B. Determining the storage location for the digital output.
- C. Maintaining consistency in the file naming convention for the digital output.
- D. Creating and validating the electronic PDF and TIFF files that contain the scanned microfiche and microfilm content.
- E. Verifying that each image is captured.
- F. Verifying all images are not skewed, blurred, indistinct or illegible.
- G. Ensuring image size, resolution, and page orientation are correct.
- H. Ensuring images and indices are produced correctly.
- I. Verifying no pages are missing or duplicated.
- J. Performing document assembly on multi-page documents.
- K. Maintaining logical order to preserve document integrity.

7. DETAILED DESCRIPTION OF GOODS AND/OR SERVICES NEEDED

- A. Scanning/File Format
 - i. A scanning density of 300 dots per inch is required for all scanned images with the exception of fingerprints records, which require a scanning density of 600 dots per inch.
 - ii. Image enhancements are required as needed to ensure image readability.
 - iii. Images are to be scanned using grayscale.
 - iv. All images to be produced in both PDF and TIFF format.
 - v. Blip removal is required.
 - vi. OCR processing is not required.
 - vii. Interchange format used by the Contractor must allow the exchange of records from the hard drive to the Clerk's electronic case management system.

- viii. Any microfilm or microfiche found to be damaged and unable to be converted to a digital image must be reported within 24 hours to the Clerk.
- ix. Digital images should be sharp, in focus and enhanced as necessary to produce readable images. Unsatisfactory images will result in the Clerk resubmitting the images to the Contractor for correction at no additional cost.
- B. Indexing Structure
 - i. Indexing of court records, which are primarily contained on microfiche, shall follow the naming conventions indicated in Exhibit A, Microfiche Indexing Requirements.
 - ii. Indexing of Official Records, which are primarily contained on microfilm, will use the following format: Last Name, First Name, Document Type, O.R. Book and Page.

8. ACCESSIBILITY OF RECORDS

In the event that information from a microfiche or microfilm in the possession of the Contractor is required by the Clerk, the Contractor will e-mail the images within one business day of the request to the Clerk's designated email address.

9. QUALITY ASSURANCE REVIEW

Quality assurance is critical to this project. A quality control element is required and the Contractor must state what method(s) of review and correction that will be utilized to address de-skewing, de-speckling, multi-feeds, and other potential quality or production issues. The Contractor shall perform the following steps:

- A. Scan and create PDF and TIFF files.
- B. Review scanned images for proper sequence order/pagination and orientation.
- C. Verify legibility of text.
- D. Identify and correct or re-process documents with errors.
- E. Identify and correct or re-process any file naming convention errors.
- F. Deploy a consistent process that ensures authenticity and appropriate custody of the images created and stored, including backup documentation of such.
- G. Create an index of imaged records as specified in Exhibit A, ensure that the index is accurate, and the image file/folder structure and index data are in agreement.
- H. Provide samples of images converted to digital format and associated indices prior to initiating work to confirm quality and format of the image and index.

10. PRODUCTION PROCESS

The Contractor shall provide written monthly updates that advise the Clerk as to the progress of the production.

11. PICK UP AND DELIVERY

- A. The original microfilm and microfiche shall be returned to the Clerk at the conclusion of the project.
- B. Due to the microfiche and microfilm being original sets, the Contractor shall arrange for the safest and most secure form of transport at all times and ensure appropriate packaging for the transport process.
- C. The Contractor may not retain, replicate, redistribute, or resell the microfilm, microfiche or the images contained on the film. All film will be picked up and returned to the office of Pam Childers, Clerk of the Circuit Court & Comptroller, MC Blanchard Building, 190 W. Government St., Pensacola, FL 32502.
- D. Shipment, receiving, and handing of portable hard drive(s), microfiche and microfilm must be secured and traceable at all times.
- E. No charge for delivery, drayage, express, parcel post, packing, cartage, insurance, license fees, permits, cost of bonds, or any other purpose shall be paid by the Clerk.
- F. The images will be delivered by the Contractor on one or more portable hard drive(s). A receipt will be signed by the Clerk acknowledging receipt of images.

12. SECURITY AND CONFIDENTIALITY

Microfilm and microfiche content may contain confidential and/or sensitive information that should not be viewed by or disseminated to anyone not specifically involved in the conversion process.

Contractor must maintain protection of records against foreseeable external disasters, such as fire, water, natural disaster and physical destruction of the facility.

13. SPECIAL PROVISIONS

- A. The use of sub-contractors is not acceptable.
- B. All work must be done within the United States and not shipped out of the country.
- C. Microfiche and microfilm must be housed in an environment that maintains a constant temperature (below 68 degrees Fahrenheit) and relative humidity (20 to 30 percent) controls.

Microfiche Indexing Requirements

Indexing Requirements

- 1. Use the complete text on the Fiche Title Bar.
- 2. Store the index information for each set of fiche in a single column within an Excel file.

Example

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	93-4804-CF-01 BARC						

Document Requirements

PDF

- 1. The file name shall be the complete text on the Fiche Title Bar.pdf.
- 2. File names shall not contain any of the following characters. Replace these characters with a space if encountered.
 - a. < (less than)
 - b. > (greater than)
 - c. : (colon)
 - d. " (double quote)
 - e. / (forward slash)
 - f. $\ \$ (backslash)
 - g. | (vertical bar or pipe)
 - h. ? (question mark)
 - i. * (asterisk)
- 3. The file shall be in PDF version 1.2 or above.
- 4. All pages pertaining to the same subject listed on the Fiche Title Bar shall be contained sequentially in a single PDF file. (i.e. multipage PDF). Subjects spanning multiple fiche shall be contained in the single PDF file.
- 5. Folders/directories should be created for each set/series of microfiche in order to organize the fiche and limit the number of files contained in a single folder/directory.
- 6. PDF images should be stored in their appropriate folder/directory.

TIFF 1. The folder/directory structure shall be as follows: [Set/Series Name] +--[Fiche Title Bar] +--[Fiche ###] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Fiche ###] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] [Fiche Title Bar] +--[Fiche ###] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Fiche ###] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] +--[Page #####.tif] **Example**: 94 County Criminal 94-CF-1235 STATE OF FLORIDA vs MICKEY MOUSE 001 00001.tif 00002.tif ... 00060.tif 002 00001.tif 00002.tif ... 00017.tif 94-CF-1236 STATE OF FLORIDA vs DUCK, DONALD 001 00001.tif 00002.tif ••• 00060.tif 002 00001.tif 00002.tif ... 00017.tif

- 2. File names shall not contain any of the following characters. Replace these characters with a space if encountered.
 - a. < (less than)
 - b. > (greater than)
 - c. : (colon)
 - d. " (double quote)
 - e. / (forward slash)
 - f. $\ \$ (backslash)
 - g. | (vertical bar or pipe)
 - h. ? (question mark)
 - i. * (asterisk)
- 3. The file shall be in TIFF using CCITT T.6 (Group IV) compression.
- 4. Each page shall be stored in a single page TIFF file.
- 5. Folders/directories should be created for each set/series of microfiche in order to organize the fiche and limit the number of files contained in a single folder/directory.
- 6. TIFF images should be stored in their appropriate folder/directory.

INDEMNIFICATION AND INSURANCE

A. Indemnification:

The firm shall indemnify and hold harmless Escambia County, its subsidiaries or affiliates, elected and appointed officials, employees, volunteers, representatives and agents from any and all claims, suits, actions, damages, liability and expenses in connection with the loss of life, bodily or personal injury, property damage, including loss of use thereof, zoning or like type issues, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the negligent performance of this agreement. The firm's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The firm agrees to pay on behalf of Escambia County, as well as provide legal defense for the County, both of which will be done only if and when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to any and all other legal remedies available to the County and shall not be considered to be the County's exclusive remedy.

B. Insurance:

The contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The contractor shall require, and shall be responsible for assuring throughout the time the agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the contractor.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the contractor's interests or liabilities, but are merely minimums. Except for workers compensation and professional liability, the contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the contractor or any other insurance of the contractor shall be considered primary, and insurance of the county, if any, shall be considered excess, as may be applicable to claims obligations which arise out of this agreement, contract or lease.

Workers Compensation Coverage

The contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

General, Automobile and Excess or Umbrella Liability Coverage

The contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the commercial general liability and business auto policies of the insurance services office.

Minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employers liability required in the workers compensation coverage section) and the total amount of coverage required.

General Liability Coverage - Occurrence Form Required

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

Business Auto Liability- Business auto liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County as an additional insured and provide for 30 day notification of cancellation.

Excess or Umbrella Liability Coverage (If utilized to achieve required policy limits.)

Umbrella liability insurance is preferred, but an excess liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. If and when required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

PD 16-17.037, Microfilm and Microfiche Digital Conversion SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON **ENTITY CRIMES**

This sworn statement is submitted to _____ 1.

(print name of the public entity)

by____

(print individual's name and title)

for

(print name of entity submitting sworn statement)

whose business address is

and (if applicable) its Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement:

- 2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
- 3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: 4.
 - A predecessor or successor of a person convicted of a public entity crime; or a.
 - An entity under the control any natural person who is active in the management of the entity b. and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

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- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), <u>Florida Statutes</u>, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. (indicate which statement applies.)
- _____Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, <u>FLORIDA</u> <u>STATUTES</u> FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

		(signature)
Sworn to an subscribed before me this	day of	, 20
Personally known		
OR produced identification	Notary Public - St	ate of
	My commission e	xpires
(Type of identification)	,	
(Printed typed of	or stamped commissioned	l name of notary public)

Information Sheet for Transactions and Conveyances Corporation Identification

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

	(Please Circle One)					
Is this a Florida Corporation:		Yes	or	No		
If not a Florida Corporation, In what state was it created: Name as spelled in that State:						
What kind of corporation is it:	<u>"For P</u>	rofit"	or	<u>"Not</u>	for Profit"	
Is it in good standing:	Yes	or	<u>No</u>			
Authorized to transact business in Florida:	<u>Yes</u>	or	<u>No</u>			
State of Florida Department of No.:	State	Cer	tificate	of	Authority	Document
Does it use a registered fictitious name:	Yes	or	<u>No</u>			
Names of Officers: President:	Se	cretary	/:			
Vice President:	T1	easure	r:			
Director:	D	irector:	·			
Other:	Ot	ther:				
Name of Corporation (As used in Florida)	:					
(Spelled exactly as it is registe	red with	h the st	ate or fe	deral g	government)	
Corporate Address:						
Post Office Box: City, State Zip: Street Address:						

City, State, Zip:

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

 $H:\PR\MAST_DOC\UniformContractVolI\Info.Sht.forTrans.and\ Convey.doc$

PD 16-17.037, Microfilm and Microfiche Digital Conversion Page 2 of 2 Corporate Identification

Federal Identification Number:

(For all instruments to be recorded, taxpayer's identification is needed)

Contact person for Company:______E-mail:_____

Name of individual who will sign the instrument on behalf of the company:

(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

(Spelled exactly as it would appear on the instrument)

Title of the individual named above who will sign on behalf of the company:

End

(850) 488-9000 Verified by:_____ Date:_____

(Revised 9/18/09)

Drug-Free Workplace Form

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

does:

Name of Business

- 1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, 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 employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- **5.** Impose a sanction on, or require the satisfactory participation in a drug 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 through 5.

Check one:

- As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.
- _____ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

Submitter's Signature

Date