

INTEROFFICE MEMO

To: Joseph Lauro, Director of Purchasing
From: Sue Steele, CPPB, Procurement Analyst
Subject: Approval of Final Negotiated Contract – Paper Document Recovery Services (Re-Bid)
Contract No. 067-0276-P (SS)
Date: October 25, 2007

RECOMMENDATION: I RECOMMEND THE DIRECTOR OF PURCHASING APPROVE THE FINAL NEGOTIATED CONTRACT FOR PAPER DOCUMENT RECOVERY SERVICES WITH MUNTERS CORPORATION, AMESBURY MASSACHUSETTS.

IT IS FURTHER RECOMMENDED THAT THE DIRECTOR OF PURCHASING SIGN THE AGREEMENT.

ESTIMATED SIXTY (60) MONTH EXPENDITURE NOT TO EXCEED: \$600,000.00

ESTIMATED ANNUAL AGGREGATE EXPENDITURE NOT TO EXCEED: \$100,000.00

Funding is provided through each user department's operating budget.

DISCUSSION: On July 12, 2007, the Purchasing Department, on behalf of the Clerk of Courts, BCC Records Management let a Request for Proposal (RFP) for Paper Document Recovery Services.

On July 30, 2007, an evaluation team comprised of five County representatives, along with two members of the Purchasing Department acting in an advisory capacity evaluated and ranked the two proposals.

Firms were evaluated according to the following criteria:

- | | |
|------------------------------|------------|
| 1. Experience and References | 300 Points |
| 2. Capability | 300 Points |
| 3. Rates | 250 Points |
| 4. Approach and Methodology | 150 Points |

Firms are listed in ranked order:

- | | |
|--------------------------|---------------|
| 1. Munters Corporation | 794.00 Points |
| 2. BMS Catastrophe, Inc. | 754.50 Points |

The intent of this proposal is to provide paper document recovery services for the recovery of documents which are damaged by water or fire during State of Emergencies resulting from floods, hurricanes, etc. The evaluation committee has determined that the proposals received are sufficiently detailed and comprehensive so that it would not require further negotiation with the highest ranked submittal.

The contract period will be sixty (60) months from the date of executed agreements. There is an option of renewal for a two (2) additional twenty-four (24) month periods, upon approval. Contract renewal will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all Urban Consumers, not Seasonally Adjusted, for the twelve months prior to renewal, or three (3) percent, whichever is less.

APPROVED:


JOSEPH LAURO, CPPO/CPPB
Director of Purchasing

Date of Approval: 10/25/07

Attachments:

1. Contract Review
2. Final Agreements (2)
3. Evaluation Score Sheets
4. Evaluation Tabulation
5. Conflict of Interest Statements
6. Corporate Identity



CATS NO.: 21315

CONTRACT REVIEW TRANSMITTAL SLIP

PROJECT: <u>Services, Paper Document Recovery Services (Rebid)</u>	
RFP NUMBER: 067-0276-P (SS)	REQ. NUMBER:
TYPE: <input checked="" type="checkbox"/> Purchase Contract <input type="checkbox"/> Construction-Less than \$100,000 <input type="checkbox"/> One Time <input type="checkbox"/> Other:	

In accordance with the policy guide for Contract Administration, the attached documents are submitted for review and comment.

Upon completion of review, complete Contract Review Transmittal Slip and forward to the next Review Authority on the list. Please indicate suggested changes by revising, in RED, the appropriate section of the document reflecting the exact wording of the change.

RISK MANAGEMENT: Please enter required liability coverage on pages: 11 and 12

PRODUCT ONLY ☐

This is an annual/semi-annual/one-time requirement contract. Estimated Expenditure: \$100,000.00

REVIEW SEQUENCE	REVIEW AUTHORITY	REVIEW DATE	REVIEW SIGNATURE	COMMENTS (Attach Separate page if necessary)	COMMENTS INCORPORATED
1.	Purchasing Dept. Sue Steele	4/25	<i>[Signature]</i>	pg 13 - 15	SS
2.	<u>Clerk of the Court</u> <u>Using Department</u> Records mgmt. Attn: Sheila Burns	5/11	<i>[Signature]</i>		SS
Using Dept please check attached vendor list. Circle vendors you want bids mailed to. Add additional vendors with complete information you would like solicited that are not on this list. We need Name, Address, Phone and Fax.					
3.	<u>Risk Management</u> Attn: Loretta Hunter (Please check applicable box at right)	5/16/07	<i>[Signature]</i>		HIGH RISK <input checked="" type="checkbox"/> NOT HIGH RISK
4.	<u>BCC Finance</u> Attn: Cassandra Williams	5/18/07	<i>[Signature]</i>	See p. 13 of 30	SS
5.	<u>Asst. County Administrator</u> Attn: Mark Woodard	5/23/07	<i>[Signature]</i>		
6.	<u>Legal</u> Attn: Michelle Wallace	5/29/07	<i>[Signature]</i>	Agreement Attached	SS
7.					
8.					

RETURN TO PURCHASING

All inquiries should be made to: Sue Steele, CPPB, Buyer at Extension 44776

In order to meet the following schedule, please return your requirements to Purchasing by:

May 25, 2007

TENTATIVE DATES

Legal Ad-BID/RFP Mail Out:
BID/RFP Opening:
Board/County Admin/Purchasing Director Approval:

AGREEMENT

THIS AGREEMENT, made and entered into this 25 day of October, 2007, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County", represented by its Board of County Commissioners, and Munters Corp, hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for PAPER DOCUMENT RECOVERY SERVICES; and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 067-0276-P (hereinafter Request for Proposal or RFP), County has awarded this contract to Contractor; and

WHEREAS, Contractor has represented that it is able to satisfactorily provide the services according to the terms and conditions of the Request for Proposal, which are incorporated herein by reference, and the terms and conditions contained herein; and

NOW THEREFORE, in consideration of the above and mutual covenants contained herein, the parties agree as follows:

1. Services to be Performed. The Contractor hereby agrees to provide the County with PAPER DOCUMENT RECOVERY SERVICES, as requested and more specifically outlined in the Request for Proposal, this Agreement and all subsequent official documents that form the Contract Documents for this Agreement.

2. Time of Service. Services shall be performed in a timely manner, as specified in the Request for Proposal.

3. Term of Agreement/Option of Renewal. Services performed pursuant to this Contract shall commence upon execution of this agreement and continue for a period of SIXTY (60) months, unless canceled or terminated as provided herein. This Contract may be renewed, by written agreement of the parties, for TWO (2) additional TWENTY-FOUR (24) month period(s) after the initial contract period. This option shall be exercised only if all discounts/prices, terms and conditions remain the same, and approval is granted by the County Administrator or Director of Purchasing.

4. Amendment of the Contract. This Contract may be amended only by mutual written agreement of the parties.

5. Assignment/Subcontracting. The Contractor shall perform this contract. No assignment or subcontracting shall be allowed without the prior written consent of the County. In the event of a corporate acquisition and/or merger, the Contractor shall provide written notice to the County within thirty (30) business days of Contractor's notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not be limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state or federal laws. Action by the County awarding a proposal to a proposer which has disclosed its intent to assign or subcontract in its response to the RFP, without exception shall constitute approval for purposes of this Agreement.

6. Cancellation. Pinellas County reserves the right to cancel this Contract, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to cancel, or with cause if at any time the Contractor fails to fulfill or abide by any of the terms or conditions specified.

Failure of the Contractor to comply with any of the provisions of this contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Pinellas County.

In addition to all other legal remedies available to County, County reserves the right to cancel and obtain from another source any services which have not been provided within the period of time stated in the proposal, or if no such time is stated, within a reasonable period of time from the date of order or request, as determined by County.

In addition, in the event that sufficient budgeted funds are not available for a new fiscal period, the County shall notify the Contractor of such occurrence and the Contract shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

7. Compensation. As compensation for the Contractor providing services to the County as described herein, the County shall pay the Contractor ^{as specified in the Request for Proposal} ~~in arrears the sum of _____ dollars (\$_____)~~, based on the submission of invoices for work done. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq. Contract renewals will allow for price adjustments in an amount not to exceed the average of the Consumer Price Index (CPI) for all

Urban Consumers, Not Seasonally Adjusted, for the twelve months prior to renewal, or three percent (3%), whichever is less.

8. Permits/ Licenses. Contractor must secure and maintain any and all permits and licenses required to complete this contract.

9. Audit. The Contractor shall retain all records relating to this contract for a period of at least three (3) years after final payment is made. All records shall be kept in such a way as will permit their inspection pursuant to Chapter 119, Florida Statutes. In addition, Pinellas County reserves the right to audit such records pursuant to Pinellas County Code, Chapter 2.

10. Minimum Insurance Requirements. The Contractor must maintain insurance in at least the amounts required in the Request for Proposal throughout the term of this contract. The contractor must provide a Certificate of Insurance in accordance with Insurance Requirements, Section C of the Request for Proposal, evidencing such coverage prior to issuance of a purchase order or commencement of any work under this Contract. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the contractor.

11. Indemnification. Contractor shall indemnify, pay the cost of defense, including attorneys' fees, and hold harmless the County from all suits, actions or claims of any character brought on account of any injuries or damages received or sustained by any person, persons or property by or from the said Contractor; or by, or in consequence of any neglect in safeguarding the work; or by the use of unacceptable materials in the construction of improvements; or by or on account of any act or omission, neglect or misconduct of the said Contractor; or by, or on account of, any claim or amounts recovered under the "Workers' Compensation Law" or of any other laws, by-laws, ordinance, order or decree, except only such injury or damage as shall have been occasioned by the sole negligence of the County. The first ten dollars (\$10.00) of compensation received by the Contractor represents specific consideration for this indemnification obligation.

12. Governing Law. The laws of the State of Florida shall govern this Agreement.

13. Independent Contractor Status and Compliance with the Immigration Reform and Control Act of 1986. The Contractor is and shall remain an independent contractor and is neither agent, employee, partner, nor joint venturer of County. Contractor acknowledges that it is responsible for

complying with the provisions of the Immigration Reform and Control Act of 1986 located at 8 U.S.C. 1324, et. seq., and regulations relating thereto, as either may be amended from time to time. Failure to comply with the above provisions shall be considered a material breach and shall be grounds for immediate termination of the Contract, at the discretion of Pinellas County.

14. Severability. The terms and conditions of this agreement shall be deemed to be severable. Consequently, if any clause, term, or condition hereof shall be held to be illegal or void, such determination shall not affect the validity or legality of the remaining terms and conditions, and notwithstanding any such determination, this agreement shall continue in full force and effect unless the particular clause, term, or condition held to be illegal or void renders the balance of the agreement impossible to perform.

15. Documents Comprising Contract. The Contract shall include this Agreement for PAPER DOCUMENT RECOVERY SERVICES, as well as the following documents, which are incorporated herein by reference.

- a. Pinellas County's Request for Proposal and all of its addenda and attachments issued on June 8th, 2007;
- b. Contractor's Certificate of Insurance required under Section C of the Request for Proposal;
- c. Contractor's Proposal.

If there is a conflict between the terms of this Agreement and the above referenced documents, then the conflict shall be resolved as follows: the terms of this Agreement shall prevail over the other documents, and the terms of the remaining documents shall be given preference in their above listed order.

IN WITNESS WHEREOF the parties herein have executed this Agreement for PAPER
DOCUMENT RECOVERY SERVICES pursuant to RFP No. 067-0276-P as of the day and year first
written above.

PINELLAS COUNTY, FLORIDA
by and through its Director of
Purchasing
Joe Lauro
Director of Purchasing

CONTRACTOR

VICE President (Signature) [Signature]

VICE President (Printed Name) GARY M. POZARW

ATTEST:

By: Katherine Freeman
(Attesting Witness' name/title)
Adm. Secy

[Corporate Seal]

ATTEST:

By: Georgia A. Pace
(Attesting Witness' name/title)

APPROVED AS TO FORM:

Michelle Wallace
Office of the County Attorney

RFP TITLE: Paper Document Recovery Services (Re-Bid)
RFP #: 067-0276-P (SS)

Criteria

	(1)	(2)	(3)	(4)	
Firm/Respondent	Experience and References	Capability	Rates	Approach and Methodology	Totals
1 Shella Burns					
1 BMS Catastrophe, Inc.	240.00	240.00	175.00	105.00	760.00
2 Munters MCS	240.00	240.00	200.00	127.50	807.50

Signature Shella Burns

Date 7/30/07.

RFP TITLE: Paper Document Recovery Services (Re-Bid)
 RFP #: 067-0276-P (SS)

Criteria

	(1)	(2)	(3)	(4)	
Firm/Respondent	Experience and References	Capability	Rates	Approach and Methodology	Totals
2 Charlie Miller 1 BMS Catastrophe, Inc. 2 Munters MCS	255.00 240.00	210.00 240.00	175.00 200.00	112.50 127.50	752.50 807.50


 Signature

Date 7/30/07

RFP TITLE: Paper Document Recovery Services (Re-Bid)
RFP #: 067-0276-P (SS)

Criteria

	(1)	(2)	(3)	(4)	
Firm/Respondent	Experience and References	Capability	Rates	Approach and Methodology	Totals
3 Albert Navaroli					
1 BMS Catastrophe, Inc.	270.00	210.00	200.00	105.00	785.00
2 Munters MCS	210.00	225.00	187.50	112.50	735.00

Albert A. Navaroli
Signature

Date 7/30/07

RFP TITLE: Paper Document Recovery Services (Re-Bid)
RFP #: 067-0276-P (SS)

Criteria

	(1)	(2)	(3)	(4)	
Firm/Respondent	Experience and References	Capability	Rates	Approach and Methodology	Totals
4 John Neal					
1 BMS Catastrophe, Inc.	240.00	210.00	175.00	112.50	737.50
2 Munters MCS	240.00	255.00	212.50	135.00	842.50

Signature DA. Neal

Date 30 Dec 07

RFP TITLE: Paper Document Recovery Services (Re-Bid)
RFP #: 067-0276-P (SS)

Criteria

	(1)				(2)		(3)		(4)	
	Firm/Respondent	Experience and References	Capability	Rates	Approach and Methodology	Totals				
5	Andrew Pupke									
1	BMS Catastrophe, Inc.	240.00	210.00	175.00	112.50	737.50				
2	Muniers MCS	240.00	210.00	200.00	127.50	777.50				

Signature Andrew W. Pupke

Date 07/30/07

PINELLAS COUNTY EVALUATION CRITERIA TABULATION SHEET

RFP TITLE: Paper Document Recovery Services (Re-Bid)

RFP #: 067-0276-P (SS)

COMPANY NAME	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	EVALUATOR	TOTAL POINTS	TOTAL AVERAGE	RANK
BMS Catastrophe, Inc.	Sheila Burns	Charlie Miller	Albert Navaroli	John Neal	Andrew Puppe	3772.50	754.50	2
Munters MCS	807.50	807.50	735.00	842.50	777.50	3970.00	794.00	1

Date: July 30, 2007 @ 9:00 a.m.



Conflict of Interest Statement
Request for Proposal
067-0276-P (SS)

You have been asked to participate in the evaluation of proposals received as the result of the above referenced competitive solicitation.

It is essential that the integrity of the evaluation process be maintained to ensure that each proposer is given fair and equal consideration. Personal association with any of the proposers must not influence your evaluation. You are required to report to the Purchasing Director any actual, potential, or perceived conflict of interest and the nature of the conflict.

During this process, an additional consideration is the need to maintain confidentiality regarding the status of the evaluation or personal opinions of the proposals outside of the formal committee proceedings. Any and all inquiries you may receive regarding the evaluation must be directed to the Purchasing Director.

You are asked to read and agree to the following statement:

I have read, understand, and agree to the above, and I will adhere to the policies as presented. I know of no conflict of interest, nor have I accepted any gratuities or favors from proposers which would compromise my objectivity. I have no personal interest in seeing that a specific proposer is awarded a contract. I shall keep all evaluation proceedings in strict confidence prior to contract award. I will do my best to base my recommendation for contract award solely upon the evaluation criteria in the solicitation and each proposer's response.

Evaluation Committee Member Signature

07/30/07

Date

Printed Member Name



Conflict of Interest Statement
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067-0276-P (SS)

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Sheila J. Burns

Evaluation Committee Member Signature

7/30/07

Date

Sheila J. Burns

Printed Member Name



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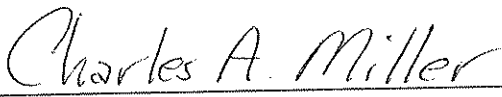
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Evaluation Committee Member Signature

7/16/07
Date


Printed Member Name



Conflict of Interest Statement
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067-0276-P (SS)

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Albert L. Navaroli
Evaluation Committee Member Signature

7/30/07
Date

ALBERT L. NAVAROLI
Printed Member Name



Conflict of Interest Statement
Request for Proposal
067-0276-P (SS)

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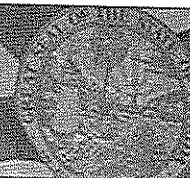
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JA. Neal
Evaluation Committee Member Signature

30 JULY 2007
Date

JOHN A. NEAL
Printed Member Name

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Foreign Profit Corporation

MUNTERS CORPORATION

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State NY

Status ACTIVE

Principal Address

79 MONROE ST
AMESBURY MA 01913

Changed 01/14/2000

Mailing Address

P.O. BOX 640
AMESBURY MA 01913-0640

Changed 02/24/1999

Registered Agent Name & Address

CORPORATION SERVICE COMPANY
1201 HAYES ST
TALLAHASSEE FL 32301

Name Changed: 03/19/1992

Address Changed: 01/14/2000

Officer/Director Detail

Name & Address

Title P

MCDONALD, MICHAEL
79 MONROE ST
AMESBURY MA 01913

Title AST