

30790



Joe Lauro, CPPO/ CPPB
Director

INTEROFFICE MEMO

To: Robert S. LaSala, County Administrator
From: Joseph Lauro, Director of Purchasing
Subject: Approval of Final Negotiated Contract - Parking Meters (Pay & Display/Multi-Space) - Delivery & Installation
Contract No. 089-0386-P (LN)
Date: September 1, 2009

RECOMMENDATION: I RECOMMEND THE COUNTY ADMINISTRATOR APPROVE THE FINAL NEGOTIATED CONTRACT FOR PARKING METERS (PAY & DISPLAY/MULTI-SPACE) - DELIVERY & INSTALLATION WITH CALE PARKING SYSTEMS, USA INC., CLEARWATER, FLORIDA.

IT IS FURTHER RECOMMENDED THAT THE COUNTY ADMINISTRATOR SIGN THE AGREEMENT AND HAVE IT ATTESTED.

ESTIMATED ANNUAL EXPENDITURE NOT TO EXCEED: \$166,759.00

Funding is provided through Culture, Education, and Leisure's operating budget.

DISCUSSION: On August 6, 2009, the County Administrator approved the ranking of firms to provide parking meters to the Culture, Education, and Leisure Department and authorized staff to negotiate a final contract with the number one ranked firm, Cale Parking Systems, USA Inc.

The finalized agreement that is presented for consideration includes negotiations which netted six (6) coin canisters and bill note cassettes at no additional charge and a reduced price for the purchase of additional coin canisters and bill note cassettes when needed in the future.

This contract is for an initial twelve (12) months from the date of execution of the agreement and may be extended for an additional three (3) twelve (12) month periods beyond the primary contract period subject to approval by the County Administrator.

Section 2-176 of the Pinellas County Code delegates to the County Administrator to award negotiation contracts for purchases of goods or services of \$250,000 or less, and the Director of Purchasing \$100,000 or less within the budget of the using department

APPROVED:
ROBERT S. LASALA
County Administrator

Date of Approval: 9-2-09

Attachments:
Final Negotiated Agreement

AGREEMENT

THIS AGREEMENT, made and entered into this 2 day of September, 2009, by and between PINELLAS COUNTY, a political subdivision of the State of Florida, hereinafter referred to as the "County" and Cale Parking Systems USA, Inc., hereinafter referred to as the "Contractor".

WITNESSETH:

WHEREAS, County has previously determined that it has a need for THE DELIVERY AND INSTALLATION OF PARKING METERS (PAY & DISPLAY/MULTI-SPACE); and

WHEREAS, County, after soliciting competitive proposals for such services pursuant to Pinellas County Request for Proposal, RFP No. 089-0386-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 THE DELIVERY AND INSTALLATION OF PARKING METERS (PAY & DISPLAY/MULTI-SPACE), 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. Term of Agreement/Term Extension. Services performed pursuant to this Agreement shall commence upon execution of this Agreement and continue for a period of one (1) year, unless canceled or terminated as provided herein. The Contract may be extended subject to written notice of agreement from the County and successful bidder, for three (3) additional twelve (12) month(s) period beyond the primary contract period. The extension shall be exercised only if all prices, terms and conditions remain the same and approval is granted by the County Administrator or Director of Purchasing.

3. Amendment of the Agreement. This Agreement may be amended only by mutual written agreement of the parties.

4. Assignment/Subcontracting. The Contractor shall provide the Services required by this Agreement. 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. In that event, the County may terminate this Agreement in those instances in which a corporate acquisition and/or merger represents a conflict of interest or contrary to any local, state or federal laws.

5. Termination. Pinellas County reserves the right to terminate this Agreement, without cause, by giving thirty (30) days prior written notice to the Contractor of the intention to terminate.

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

In addition to all other legal remedies available to County, County reserves the right to terminate 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 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 Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

6. Compensation. County shall pay Contractor upon Contractor's completion of, and County's acceptance of, the services required herein, as specified in the Request for Proposal. Prices shall remain firm for the duration of the Agreement. All payments shall be made in accordance with the Local Government Prompt Payment Act, Fla. Stat. § 218.70, et. seq. Term extensions will allow for price adjustments in an amount not to exceed the average of the Producer Price Index-Commodities (PPI), all commodities, Series Id: WPU00000000, Not Seasonally Adjusted, for the twelve months prior to extension.

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

8. Audit. The Contractor shall retain all records relating to this Agreement 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, Section 2-176(j).

9. 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 Agreement. Contractor shall ensure that any subcontractors or persons hired by subcontractors maintain the same level of insurance coverage as the Contractor.

10. 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 Agreement, 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 Agreement. The Agreement for THE DELIVERY AND INSTALLATION OF PARKING METERS (PAY & DISPLAY/MULTI-SPACE), 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 16, 2009;
- b. Negotiated Points Letter dated August 17, 2009;
- c. Contractor's Certificate of Insurance required under Section C of the Request for Proposal; and
- d. 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 THE DELIVERY AND INSTALLATION OF PARKING METERS (PAY & DISPLAY/MULTI-SPACE) pursuant to RFP No. 089-0386-P as of the day and year first written above.

PINELLAS COUNTY, FLORIDA
by and through its County Administrator

[Signature]
County Administrator

CONTRACTOR

[Signature]
President (Signature)
GEORGE LOVEY
President (Printed Name)

ATTEST:

By: *[Signature]*
(Attesting Witness' name/title)

[Corporate Seal]

ATTEST:

By: *[Signature]* / Controller-
(Attesting Witness' name/title) Treasurer

APPROVED AS TO FORM:

[Signature]
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS

NANCY BOSTOCK
NEIL BRICKFIELD
CALVIN D. HARRIS
SUSAN LATVALA
JOHN MORRONI
KAREN WILLIAMS SEEL
KENNETH T. WELCH



Joseph Lauro, CPPO/CPPB
Director

August 17, 2009

BY: E-MAIL

Cale Parking Systems, USA Inc.
Attention: Mr. Ryan Bonardi, Director of Sales
130 South Castle Street
Baltimore, MD 21231

RE: Parking Meters (Pay and Display/Multi-Space) - Delivery & Installation
Bid # 089-0386-P (LN)

Dear Ryan,

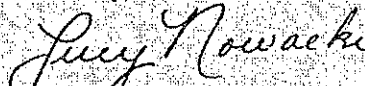
As per our telephone negotiation held on August 12, 2009, the following points were discussed and agreed upon for a finalized contract for the County's Request For Proposal No. 089-0386-P for Parking Meters (Pay and Display/Multi-Space) - Delivery & Installation:

- Contractor has agreed to provide six (6) additional coin canister/vaults and bill note cassette devices at no additional charge to the County with the purchase of twelve (12) Cale MP104 Compact XL meters.
- Contractor has agreed to the reduced price of \$282.00 for additional coin canister/vaults and \$84.50 for bill note cassettes devices on any future orders.

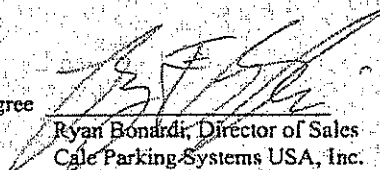
It is understood that the above points become part of the Final Agreement as well as the other documents comprising the Agreement to include the Request for Proposal and any addenda issued, along with the Certificate of Insurance required under Section C of the Request for Proposal and the Consultant's proposal response.

Please indicate your agreement to the negotiated points listed above, by signing below as indication of your authority to negotiate and make final decision on behalf of Cale Parking Systems, USA Inc.

Sincerely,


Lucy Nowacki
Procurement Analyst

Agree


Ryan Bonardi, Director of Sales
Cale Parking Systems USA, Inc.

PLEASE ADDRESS REPLY TO:
400 South Ft. Harrison, Sixth Floor
Clearwater, Florida 33756
Phone: (727) 464-3311
FAX: (727) 464-3925
Website: www.pinellascounty.org/purchase

