

## **REQUEST FOR PROPOSALS**

**19. Approve Amendment #4 to RFP-4140-01/BJC – Courier Services Agreement, with Coastal Courier, Inc., Winter Park (\$2,409.02).**

RFP-4140-01/BJC provides for courier services to complete deliveries on a daily schedule and to make payroll deliveries on a bi-weekly basis to various libraries and Department locations throughout Seminole County. Amendment #4 will provide for a five percent (5%) price increase to year five (5) of the contract due to the rise in fuel costs. The following is a summary of the cost of the contract:

Annual Awarded Amount	\$43,675.01
Amendments #1, 2 & 3	4,505.34
Add Amendment #4	<u>2,409.02</u>
Revised Not-to-Exceed Amount	\$50,589.37

Library and Leisure Services Division and Fiscal Services/ Purchasing and Contracts Division recommend that the Board approve the request and authorize the Purchasing and Contracts Manager to execute the amendment.



Coastal Courier Inc.

P.O. Box 18725  
Sarasota, FL 32523  
(850) 438-4110

3001 Aloma Ave.  
Winter Park, FL 32792  
(407) 679-6640

General Office:  
206 Center Rd., Gulf Breeze, FL 32561  
(850) 932-0782

3751 Industrial Park Drive  
Mobile, AL 36693  
(334) 660-0630

May 1, 2006

Dear Sir/Madam,

As you are aware, fuel prices have again escalated dramatically. Since fuel is a major cost item for our company, we are experiencing a significant impact from these increases. As a result, we are forced to pass a portion of these cost increases along to our customers. A 5% fuel surcharge is reflected on the enclosed invoice, which became effective on May 1<sup>st</sup>. Hopefully, fuel prices will stabilize and no further increase will be required.

If you have any questions, please direct them to the District or Operations Manager in your area. We appreciate your understanding in this matter.

Regards,

A handwritten signature in cursive script that reads "Margie Ottensmeyer".

Margie Ottensmeyer  
Senior Vice President

**FOURTH AMENDMENT TO COURIER SERVICES AGREEMENT (RFP-4140-01/BJC)**  
**LIBRARY AND LEISURE SERVICES DEPARTMENT**

**THIS FOURTH AMENDMENT** is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and is to that certain Agreement made and entered into on the 11<sup>th</sup> day of April, 2002, as amended on April 29, 2003, June 23, 2005, and on December 1, 2005, between **COASTAL COURIER, INC. (CCI)**, whose address is 3001 Aloma Avenue, Suite 201, Winter Park, Florida 32792, hereinafter referred to as "COURIER," and **SEMINOLE COUNTY**, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as "COUNTY".

**W I T N E S S E T H:**

**WHEREAS**, the COURIER and COUNTY entered into the above-referenced Agreement on April 11, 2002, as amended on April 29, 2003, June 23, 2005, and on December 1, 2005, for courier services for the Library and Leisure Services Department; and

**WHEREAS**, the parties desire to amend the Agreement so as to enable both parties to continue to enjoy the mutual benefits its provides; and

**WHEREAS**, Section 17 of the Agreement provides that any amendments shall be valid only when expressed in writing and duly signed by the parties,

**NOW, THEREFORE**, in consideration of the mutual understandings and agreements contained herein, the parties agree to amend the Agreement as follows:

1. Section 3 of the Agreement is amended to read:

**SECTION 3. COMPENSATION AND PAYMENT.**

(a) The COUNTY agrees to compensate COURIER for the professional services called for under this Agreement for Library Mail and Payroll Services not to exceed the sum of FORTY THOUSAND SIX HUNDRED THIRTY-TWO AND 38/100 DOLLARS (\$40,632.38) for the first year of the term; FORTY-

THREE THOUSAND FORTY-FIVE AND 08/100 DOLLARS (\$43,045.08) for the second year of the term; and FORTY-FOUR THOUSAND SEVEN HUNDRED SIXTY-SIX AND 88/100 DOLLARS (\$44,766.88) for the third year of the term, FORTY-EIGHT THOUSAND ONE HUNDRED EIGHTY AND 35/100 DOLLARS (\$48,180.35) for the first renewal term and FIFTY THOUSAND FIVE HUNDRED EIGHTY-NINE AND 37/100 DOLLARS (\$50,589.37) for the second renewal term. COURIER shall perform all work required by the Scope of Services but, in no event, shall COURIER be paid more than the negotiated Fixed Fee amount stated above. Compensation for services shall be pursuant to the Fee Schedule as set forth in Composite Exhibit "B".

(b) Payments shall be made to the COURIER when requested as work progresses for services furnished, but not more than once monthly. COURIER may invoice amount due based on the total required services actually performed and completed. Upon review and approval of COURIER's invoice, the COUNTY shall, within thirty (30) days of receipt of the invoice, pay COURIER the approved amount.

2. Except as herein modified, all terms and conditions of the Agreement shall remain in full force and effect for the term of the Agreement, as originally set forth in said Agreement.

**IN WITNESS WHEREOF,** the parties hereto have executed this instrument for the purpose herein expressed.

ATTEST:

COASTAL COURIER, INC.

\_\_\_\_\_

By: \_\_\_\_\_  
DAVID E. UPCHURCH, President

(CORPORATE SEAL)

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

SEMINOLE COUNTY, FLORIDA

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Print Name

For the use and reliance  
of Seminole County only.

Approved as to form and  
legal sufficiency.

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

AC/lpk

6/5/06

rfp-4140 4am

By: \_\_\_\_\_  
RAY HOOPER, Purchasing and  
Contracts Manager

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

As authorized by Section 330.3,  
Seminole County Administrative  
Code.