SUBJECT: **CITYWIDE ARMORED CAR SERVICES – REBID**

BID #: SC-0565-17 OPEN DATE: 08/30/2017

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SUPPLY CONTRACT – OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 NUMBER RECEIVED: 1 OTHER: 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to amend award dated 9/21/17 to Dunbar Armored, to attach additional Terms and Conditions and Proposal Declarations as specified in the attachments.

Attachments: Recommendation Memo; Proposal Declarations; Additional Terms and Conditions; Vendor Email; Risk Approval

Analyst: _____ CHELSEY FLEMING

RESPECTFULLY SUBMITTED: _____ GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Gregory Pease, Chief, Procurement Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

Lenny Curry, Mayor

Procurement Division
Ed Ball Building
214 N. Hogan Street, Suite 800
Jacksonville, Florida 32202

ONE CITY. ONE JACKSONVILLE.

TO: Gregory Pease, Chief, Procurement Division

FROM: Chrissy Nunziato, Assistant Manager of Purchasing Services

DATE: December 18, 2017

SUBJECT: SC-0565-17, Citywide Armored Car Services - ReBid

The Procurement Division is requesting to amend the award dated 9/21/17 to Dunbar Armored to attach the additional Terms and Conditions and Proposal Declarations as part of the award. These additions and declarations have been approved through the Procurement Division and Risk Management Department.

Thank you for your assistance and consideration in this matter.

Proposal Declarations

- Dunbar's liability in the event of loss or damage to checks shall be limited to all reasonable costs incurred by the Customer in reconstructing and obtaining replacement checks Dunbar shall reimburse Customer for all labor expense, postage, telephone calls, stop payment fees, and any other reasonable costs directly related to reconstruction and obtaining replacement checks [redacted]

1

- Deposits will be delivered to the depository on the next business day

- Dunbar's pricing does not include supplying tamper evident bank bags Security bags are available for purchase from Dunbar Security Products at 800 766-9145

- Due to the nature of our business armored car routes are subject to change for a variety of reasons including but not limited to traffic and weather conditions as well as road and security issues.

- Dunbar's pricing assumes that our personnel can be armed at all times in the performance of their duties.

- Deposits should be ready for pick up when the Dunbar Armored representative arrives We reserve the right to leave if the deposit is not provided within 6 minutes

2

- Rates include up to five items (bags) per pickup and a per pickup [redacted] amount not to exceed $100,000 per location

- Dunbar's pricing includes fuel – the City will not be charged an additional fuel surcharge

- Rates do not include holiday service or on call/emergency service Availability and pricing can be provided upon request

3

- Changes to the scope of work [redacted] pickup amount, locations depository service, etc will result in a review of the contract and possible pricing and/or serviceability adjustments

- Dunbar's rates are provided for the first contract year. Each renewal year following the first contract year will be subject to price adjustments based on the CPI

- If replacement Red Books or D Trak Cards are required the following fees will apply $24 00 per Red Book and $15 00 per D Trak replacement

- Jacksonville Electric Authority Customer Center at 21 West Church Street, Jacksonville, FL 32209 was not included on the bid but is listed as a pick-up location on our records If this location requires service under this contract the rate would be $21 45 per trip for 5 times a week service (Monday – Friday)

- Dunbar's proposal is based on services being provided during normal business hours Although Dunbar makes every effort to accommodate customer requests service is subject to change frequently for a variety of reasons and therefore Dunbar does not agree to a specific pick-up time

ADDITIONAL TERMS AND CONDITIONS

1. City agrees to maintain a complete record as to maker and amount of all checks placed in any shipment given to Contractor and in case of loss, to promptly, diligently and completely cooperate with Contractor in the identification and replacement of lost, destroyed or stolen checks contained in any such shipment. Complete cooperation shall include requests by City to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers or to subrogate such rights to Contractor and its assigns. Contractor agrees to reimburse City for all reasonable costs incurred in the check reconstruction process. Contractor agrees to be responsible for the face value of checks that cannot be reconstructed ~~with a limit of $5,000.00 per deposit~~.

2. Upon discovery of a claim for loss under this Agreement, City shall immediately report the same to the appropriate police authorities and shall maintain and preserve all evidence. Within ten (10) days after discovery of any loss, but in no event more than sixty (60) days after delivery to Contractor of the funds, securities, instruments and/or valuable articles in connection with such claim is asserted, City shall give notice of claim in writing to Contractor. If the City fails to comply with these conditions, City agrees that all claims against Contractor relating to the lost items are deemed to be waived and released.

3. It is understood and agreed that Contractor shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action, civil disorders or governmental seizure" is understood by City and Contractor to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.

4. Neither party shall be liable for any consequential or incidental losses or damages, including loss of interest, under any theory of liability.

Fleming, Chelsey

From: Russell Daniels <russell.daniels@dunbararmored.com>
Sent: Monday, December 18, 2017 2:50 PM
To: Fleming, Chelsey
Cc: Heidi Semple; Ashley Hushon; Kevin Cleary; Seth McElroy
Subject: FW: City of Jacksonville
Attachments: COJ.PDF; Dunbar SubmissionRM Redline 12.18.17:pdf

Ms. Fleming;

These changes are accepted by Dunbar. Let's move forward to finalize the contract.

Russell E. Daniels
Executive Vice President,
Administration and Risk Management
Dunbar Armored, Inc.
P: (410) 409-8053

From: Fleming, Chelsey [mailto:CFleming@coj.net]
Sent: Monday, December 18, 2017 1:00 PM
To: Russell Daniels
Cc: Heidi Semple; Ashley Hushon; Kevin Cleary; Seth McElroy
Subject: RE: City of Jacksonville

I apologize for the delay again. Our Risk department has asked for the attached changes to be made. Please advise if Dunbar will agree to make these changes.

Thank you,
Chelsey Fleming
Purchasing Analyst
Procurement Division
City of Jacksonville
cfleming@coj.net
Direct 904.255.8826

CITY OF JACKSONVILLE

From: Russell Daniels [mailto:russell.daniels@dunbararmored.com]
Sent: Thursday, December 07, 2017 10:47 AM
To: Fleming, Chelsey
Cc: Heidi Semple; Ashley Hushon; Kevin Cleary; Seth McElroy
Subject: FW: City of Jacksonville

Ms. Fleming:

See my answers below.

Russell E. Daniels
Executive Vice President,
Administration and Risk Management
Dunbar Armored, Inc.
P: (410) 409-8053

From: Fleming, Chelsey [mailto:CFleming@coj.net]
Sent: Thursday, December 07, 2017 10:20 AM
To: Russell Daniels
Cc: Heidi Semple; Ashley Hushon; Kevin Cleary; Seth McElroy
Subject: RE: City of Jacksonville

Good morning,

Below are the concerns/questions that our Risk department has with these declarations. If you can please provide input on this.

Per the bid documents:

1.1 The Contractor, its employees, agents and subcontractors shall indemnify, defend and hold harmless the City and/or it's using agencies named in the contract documents, it's directors, officers, agents, representatives and employees, from and against any damages, liabilities, losses and costs, including but not limited to reasonable attorneys' fees to the extent caused by the Negligence, recklessness, or intentionally wrongful conduct of the Contractor, and other persons employed or utilized by the Contractor in the performance of this contract or the work performed thereunder.

1.2 This indemnification is separate and apart from, and in no way limited by, any insurance provided to this contract or otherwise.

Without limiting its liability under the Contract Agreement, the Contractor and its sub-contractors shall procure and maintain at its expense during the life of this contract, insurance of the types and in the minimum amounts stated below:

Nowhere in the Bid allows for limitation of the liabilities to us.

Please see attached:

1. The last sentence on the first bullet point is not acceptable. Dunbar agrees to delete this sentence.
2. Need clarification on what they mean by pickup liability amount. If it means that each pickup is limited to a total of 5 bags and the 5 bags cannot total more than $100,000. Then I'm ok, otherwise I need more information. Yes, that is what we mean.
3. Also need to confirm that liability amount in this bullet has the same meaning as the one above #2). It has the same meaing.

Chelsey Fleming
Purchasing Analyst
Procurement Division

Fleming, Chelsey

From: Willis, Ann on behalf of RiskReview
Sent: Monday, December 18, 2017 12:57 PM
To: Fleming, Chelsey; RiskReview
Cc: Pearson, Daniel; Nunziato, Christine
Subject: RE: Risk Review - Liability Declarations
Attachments: Dunbar SubmissionRM Redline 12.18.17.pdf

See attached.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
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From: Fleming, Chelsey
Sent: Wednesday, December 13, 2017 2:39 PM
To: RiskReview
Cc: Pearson, Daniel; Nunziato, Christine
Subject: RE: Risk Review - Liability Declarations

Ann,
Is there any update on the below request?

From: Fleming, Chelsey
Sent: Thursday, December 07, 2017 11:35 AM
To: RiskReview
Cc: Pearson, Daniel; Nunziato, Christine
Subject: RE: Risk Review - Liability Declarations

Ann,

I apologize for not sending this earlier, the vendor also submitted Exceptions & Clarifications and Additional Terms and Conditions (pages 48-55 of the attached). I do not believe any of the Exceptions & Clarifications are Risk related but there are Risk related statements on the Additional Terms and Conditions (page 55), if you could please advise.

From: Willis, Ann **On Behalf Of** RiskReview
Sent: Thursday, December 07, 2017 11:22 AM
To: Fleming, Chelsey; RiskReview
Cc: Pearson, Daniel; Nunziato, Christine
Subject: RE: Risk Review - Liability Declarations

If the vendor makes the attached changes to their proposal declarations, you may proceed.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
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From: Fleming, Chelsey
Sent: Thursday, December 07, 2017 10:52 AM
To: RiskReview
Cc: Pearson, Daniel; Nunziato, Christine
Subject: RE: Risk Review - Liability Declarations

Ann,

Please see the vendors responses below and advise if we can move forward.

From: Russell Daniels [mailto:russell.daniels@dunbararmored.com]
Sent: Thursday, December 07, 2017 10:47 AM
To: Fleming, Chelsey
Cc: Heidi Semple; Ashley Hushon; Kevin Cleary; Seth McElroy
Subject: FW: City of Jacksonville

Ms. Fleming:

See my answers below.

Russell E. Daniels
Executive Vice President,
Administration and Risk Management
Dunbar Armored, Inc.
P: (410) 409-8053

From: Fleming, Chelsey [mailto:CFleming@coj.net]
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Chelsey Fleming
Purchasing Analyst
Procurement Division
City of Jacksonville
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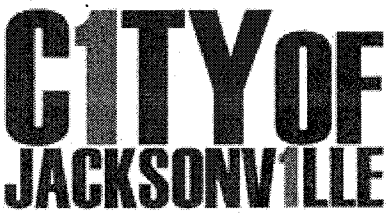
Direct 904.255.8826



SUBJECT: CITYWIDE ARMORED CAR SERVICES – REBID

BID #: SC-0565-17 **OPEN DATE: 8/30/17**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT – OCTOBER 1, 2017 THROUGH SEPTEMBER 30, 2018, WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PROCUREMENT DIVISION

BASIS OF AWARD: ALL OR NONE TO THE LOWEST RESPONSIVE, RESPONSIBLE BIDDER

NUMBER OF BIDS INVITED: 7 **NUMBER RECEIVED:** 1 **OTHER:** 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval of award to the lowest responsive, responsible bidder, Dunbar Armored. Period of service is from October 1, 2017 through September 30, 2018 in the amount of $86,687.92.

Funding Source: Various Agencies – To be encumbered by purchase order

Attachments: Recommendation Memo, Tabulation and Terms and Conditions

This award is subject to appropriation by the City in the fiscal year beginning October 1, 2017. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for the work herein. A written notification will be provided in the event that funds are appropriated.

ANALYST: Annette Burney

RESPECTFULLY SUBMITTED: GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Gregory Pease, Chief, Procurement Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 9/21/17

Irene R. Eichen

OTHER:

ACTION OF AWARDING AUTHORITY DATE 9/21/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

Sam E. Mousa
Chief Administrative Officer
For: Mayor Lenny Curry
Under Authority of
Executive Order No. 2015-05