



MEMORANDUM

**City of Austin
Financial Services Department
Purchasing Office**

DATE: October 26, 2020
TO: Memo to File
FROM: Erin D'Vincent, Procurement Supervisor
RE: MA 7400 NA190000143 – Armored Car Services

This contract expiration date was changed to 10/26/2020 during the Department 5000 MA conversion. MA 5000 NA190000143 is the new contract which was replicated from this original contract.



Amendment No. 7
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Brink's U.S., a Division of Brink's,
Incorporated ("Contractor") and the
City of Austin, Texas ("City")

1.0 The City hereby amends the above referenced contract to make the following changes as listed below and referenced in Exhibit A:

- 1.1 **Austin Convention Center Department:**
500 E. Cesar Chavez, Austin, TX 78701
Brinks EBS Location #765242
Change to on-call, usage based services - effective 10/1/2020
- 1.2 **Austin Convention Center Parking Garage:**
601 E. 5th Street, Austin, TX 78701
Brinks EBS Location #765243
Change to on-call, usage based services - effective 10/1/2020
- 1.3 **Austin Convention Center Palmer Events Center:**
900 Barton Springs Road, Austin, TX 78704
Brinks EBS Location #765244
Change to on-call, usage based services - effective 10/1/2020
- 1.4 **Austin Energy - East Branch Sub Station:**
2800 Webberville Road, Austin, TX 78702
Brinks EBS Location #765246
Change to on-call, usage based services - effective 10/1/2020
- 1.5 **Austin Resource Recovery Finance Division:**
1520 Rutherford Lane, Bldg. 1, Ste. 1-105
Austin, TX 78754
Brinks EBS Location #765268
Change to on-call, usage based services - effective 10/1/2020
- 1.6 **Austin Code Department:**
5202 E. Ben White Blvd, Unit 5, Suite 550
Austin, TX 78741
Brinks EBS Location #765267
Change to on-call, usage based services - effective 10/1/2020
- 1.7 **Fleet Services Department:**
6800 Burleson Road, Bldg. 312, Ste. 165A
Austin, TX 78744
Brinks EBS Location #765230
Change to on-call, usage based services - effective 10/1/2020

- 1.8 **Central Library:**
710 W. Cesar Chavez, 2nd floor, Reception Desk
Austin, TX 78701
Brinks EBS Location #811375
Change to on-call, usage based services - effective 10/1/2020
- 1.9 **Municipal Court - Central Booking:**
509 W. 11th Street, Austin, TX 78701
Brinks EBS Location #765238
Change to on-call, usage based services - effective 10/1/2020
- 1.10 **Municipal Court - North Sub Station:**
12425 Lamplight Village, Austin, TX 78758
Brinks EBS Location #765236
Change to on-call, usage based services - effective 10/1/2020
- 1.11 **TARA Department:**
811 Barton Springs Road, Austin, TX 78704
Brinks EBS Location #926962
Change to on-call, usage based services - effective 10/1/2020
- 1.12 **Austin Transportation Department – Right of Way**
1501 Toomey Road, Austin, TX 78704
Brinks EBS Location # 972107
Reduce services to 1 day a week, Wednesdays only, effective 11/1/2020

2.0 As stated on Exhibit C, the pricing for each on-call, usage-based deposit pickup service is \$18.12 per trip.

3.0 Section 1.3.2 is hereby deleted in its entirety and replaced with the following language:

“The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods upon the mutual written agreement of the parties.”

4.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00
Amendment No. 2: Vendor Name Change	\$0.00	\$694,000.00
Amendment No. 3: Add Austin Transportation Parking & Mobility & Amend Municipal Court Address	\$0.00	\$694,000.00
Amendment No. 4: Amend Fleet Mobility Services Address	\$0.00	\$694,000.00
Amendment No. 5: Terminate services for Austin Fire Department and Emergency Medical Services Department, amend Development Services Department Address, add new location for Austin Energy South Branch	\$0.00	\$694,000.00
Amendment No. 6: Suspend services for: Austin Convention Center Department, Austin Convention Center Parking Garage, Austin Convention Center Palmer Events Center, Austin Energy - East Branch Sub Station, Austin Resource Recovery Finance Division, Austin Code Department, Fleet Services Department, Central Library, Municipal Court - Central Booking, Municipal Court - North Sub Station, TARA Department Terminate Services for: Austin Transportation - Parking & Mobility	\$0.00	\$694,000.00

Amendment No. 7: Change 11 locations to on-call, usage based services for: Austin Convention Center Department, Austin Convention Center Parking Garage, Austin Convention Center Palmer Events Center, Austin Energy - East Branch Sub Station, Austin Resource Recovery Finance Division, Austin Code Department, Fleet Services Department, Central Library, Municipal Court - Central Booking, Municipal Court - North Sub Station, TARA Department. Confirm pricing for each on-call, usage based deposit pickup. Reduce Services for: Austin Transportation – Right of Way	\$0.00	\$694,000.00
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5.0 MBE/WBE goals do not apply to this contract.

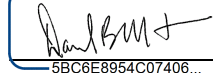
6.0 By signing this Amendment the Contractor certifies that it and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

7.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

DocuSigned by:



3/3/2021

5BC6E8954C07406...

Printed Name: Daniel Theriault

Authorized Representative

Brink's U.S., a

Division of Brink's,

Incorporated

555 Dividend Drive

Coppell, TX 75019

Signature & Date:

James T. Howard

Procurement Specialist IV

Austin, Texas 78704



Amendment No. 6
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Brink's, Incorporated
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes as listed below. These suspensions will result in a 65% discount during those months.

- 1.1 **Austin Convention Center Department:**
500 E. Cesar Chavez, Austin, TX 78701
Brinks EBS Location #765242
Suspend services through 10/31/2020
Effective Immediately
- 1.2 **Austin Convention Center Parking Garage:**
601 E. 5th Street, Austin, TX 78701
Brinks EBS Location #765243
Suspend services through 10/31/2020
Effective Immediately
- 1.3 **Austin Convention Center Palmer Events Center:**
900 Barton Springs Road, Austin, TX 78704
Brinks EBS Location #765244
Suspend services through 10/31/2020
Effective Immediately
- 1.4 **Austin Energy - East Branch Sub Station:**
2800 Webberville Road, Austin, TX 78702
Brinks EBS Location #765246
Suspend services through 10/31/2020
Effective Immediately
- 1.5 **Austin Resource Recovery Finance Division:**
1520 Rutherford Lane, Bldg. 1, Ste. 1-105
Austin, TX 78754
Brinks EBS Location #765268
Suspend services through 10/31/2020
Effective Immediately
- 1.6 **Austin Code Department:**
5202 E. Ben White Blvd, Unit 5, Suite 550
Austin, TX 78741
Brinks EBS Location #765267
Suspend services through 10/31/2020
Effective Immediately
- 1.7 **Fleet Services Department:**
6800 Burleson Road, Bldg. 312, Ste. 165A
Austin, TX 78744
Brinks EBS Location #765230
Suspend services through 10/31/2020

Effective Immediately

- 1.8 **Central Library:**
710 W. Cesar Chavez, 2nd floor, Reception Desk
Austin, TX 78701
Brinks EBS Location #811375
Suspend services through 10/31/2020
Effective Immediately
- 1.9 **Municipal Court - Central Booking:**
509 W. 11th Street, Austin, TX 78701
Brinks EBS Location #765238
Suspend services through 10/31/2020
Effective Immediately
- 1.10 **Municipal Court - North Sub Station:**
12425 Lamplight Village, Austin, TX 78758
Brinks EBS Location #765236
Suspend services through 10/31/2020
Effective Immediately
- 1.11 **TARA Department:**
811 Barton Springs Road, Austin, TX 78704
Brinks EBS Location #926962
Suspend services through 10/31/2020
Effective Immediately
- 1.12 **Austin Transportation - Parking & Mobility:**
1111 Rio Grande, Austin, TX 78701
Brinks EBS Location #934277
Terminate Services
Effective 7/31/20

2.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00
Amendment No. 2: Vendor Name Change	\$0.00	\$694,000.00
Amendment No. 3: Add Austin Transportation Parking & Mobility & Amend Municipal Court Address	\$0.00	\$694,000.00
Amendment No. 4: Amend Fleet Mobility Services Address	\$0.00	\$694,000.00
Amendment No. 5: Terminate services for Austin Fire Department and Emergency Medical Services Department, amend Development Services Department Address, add new location for Austin Energy South Branch	\$0.00	\$694,000.00
Amendment No. 6: Suspend services for: Austin Convention Center Department, Austin Convention Center Parking Garage, Austin Convention Center Palmer Events Center, Austin Energy - East Branch Sub Station, Austin Resource Recovery Finance Division, Austin Code Department, Fleet Services Department, Central Library, Municipal Court - Central Booking, Municipal Court - North Sub Station, TARA Department Terminate Services for: Austin Transportation - Parking & Mobility	\$0.00	\$694,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

DocuSigned by:
 8/3/20
BBC685CCB891487...

Printed Name: Seth McElroy


Authorized Representative

Brink's, Incorporated

50 Schilling Road

Hunt Valley, MD 21031

Signature & Date:

 Cyrenthia Ellis
Digitally signed by Cyrenthia Ellis
DN: cn=Cyrenthia Ellis, o=City of Austin,
ou=Purchasing Office,
email=Cyrenthia.Ellis@austintexas.gov, c=US
Date: 2020.08.03 16:24:07 -05'00'

Erin D'Vincent
Procurement Supervisor
City of Austin Purchasing Office



Amendment No. 5
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Brink's, Incorporated
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes as listed below and referenced in Exhibit A:

- 1.1 **Austin Fire Department:**
505 Barton Springs Road, 2nd Floor
Terminate pickup services
Last pickup day will be Tuesday 06/30/2020
- 1.2 **Emergency Medical Services Department:**
15 Waller Street, 2nd Floor
Terminate pickup services, effective 04/30/2020
Last pickup day was early March 2020, services no longer needed
- 1.3 **Development Services Department:**
Current address: 505 Barton Springs Road, 1st Floor, Austin, TX 78704
Last day of services at the current location: Monday, 06/29/2020
New address: 6310 Wilhelmina Delco Dr., Austin TX 78752
Service days and pickup window remains the same:
Monday-Friday, year around, 9am – 3pm
First day of services at the new location: Tuesday, 6/30/2020
- 1.4 **Austin Energy South Branch:**
Adding new services for the following location:
1901 W. William Cannon Drive, Austin TX 78745
Services day and pickup window: Monday – Friday, year round, 10am – 2pm
First day of services: Tuesday, 9/1/2020

2.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00
Amendment No. 2: Vendor Name Change	\$0.00	\$694,000.00
Amendment No. 3: Add Austin Transportation Parking & Mobility & Amend Municipal Court Address	\$0.00	\$694,000.00
Amendment No. 4: Amend Fleet Mobility Services Address	\$0.00	\$694,000.00
Amendment No. 5: Terminate services for Austin Fire Department and Emergency Medical Services Department, amend Development Services Department Address, add new location for Austin Energy South Branch	\$0.00	\$694,000.00

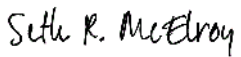
3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

DocuSigned by:

BBC685CCB891467...
Printed Name: Seth McElroy
Authorized Representative
Brink's, Incorporated
~~50 Schilling Road~~ 230 Schilling Circle
Hunt Valley, MD 21031

6/22/2020

Signature & Date:

Erin D'Vincent

Digitally signed by Erin D'Vincent
DN: cn=Erin D'Vincent, o=City of Austin,
ou=Purchasing Office,
email=erin.dvincent@austintexas.gov, c=US
Date: 2020.06.23 08:46:25 -05'00'

Erin D'Vincent
Procurement Supervisor
City of Austin Purchasing Office

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED June 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Year Round Pick Up Location														
ACCD: Austin Convention Center Department	500 E. Cesar Chavez	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$20,200/day: \$20,000 in checks, \$200 in currency/coin
ACCD: Austin Convention Center Palmer Events Center	900 Barton Springs Road	78704	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin
ACCD: Austin Convention Center Parking Garage	601 E. 5th Street	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin
ACD: Austin Code Department	1520 Rutherford Lane	78754	3	x		x		x			11am - 3pm	Building 1	Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
APH: Austin - Travis County Health Department	1520 Rutherford Lane	78754	1	x							10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 2	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
APH: Austin Animal Services	7201 Levander Loop	78702	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$450/day: \$325 in checks, \$125 in currency/coin
APH: Austin-Travis County CD Clinic	15 Waller Street	78702	5	x	x	x	x	x			8am - 12 noon	CD Clinic Lobby, 1st Floor	Delivery Location 1	\$800/day: \$50 in checks, \$750 in currency/coin
APH: Environmental & Consumer Health Department	1520 Rutherford Lane	78754	5	x	x	x	x	x			10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 1	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
APH: Office of Vital Records	7201 Levander Loop	78702	5	x	x	x	x	x			8am - 12 noon	Building C	Delivery Location 1	\$2,300/day: \$1,400 in checks, \$900 in currency/coin
APH: Shots for Tots - Far South Clinic	405 W. Stassney Lane	78745	1					x			8am - 11:30am	See Note 2 below	Delivery Location 1	\$1,300/day: combination of checks & currency/coin
APH: Shots for Tots - St. Johns Community Center Clinic	7500 Blessing Ave	78752	1					x			8am - 11:30am	See Note 3 below	Delivery Location 1	\$1,800/day: combination of checks & currency/coin
APL: Central Library	710 W. Cesar Chavez	78701	5	x	x	x	x	x			10am - 2pm	2nd floor, reception desk	Delivery Location 1	\$1,000/day: combination of checks & currency/coin
Austin Energy - East Branch Sub Station	2800 Webberville Road	78702	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$70,000/day: \$10,000 in checks, \$60,000 in currency/coin
Austin Energy - North Branch Sub Station	8716 Research Blvd	78757	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$120,000/day: \$24,000 in checks, \$96,000 in currency/coin
Austin Energy - South Branch Sub Station	1901 W. William Cannon Dr	78745	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$50,000/day, mostly checks
Austin Energy - Town Lake Center - Corporate Accounting	721 Barton Springs Road	78704	5	x	x	x	x	x			10am - 2pm	Room 546	Delivery Location 1	\$200,000/day: \$199,900 in checks, \$100 in currency/coin
Austin Police Department	715 E. 8th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Resource Recovery Finance Division	1520 Rutherford Lane	78754	2		x		x				11am - 3pm	Building 1, Suite 1-105	Delivery Location 1	\$5,000/day: \$4,900 in checks, \$100 in currency/coin

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED June 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Austin Transportation - Parking & Mobility	1111 Rio Grande	78701	2	x			x				8am - 12 noon		Delivery Location 1	Ranges between \$500/day to \$10,000/day, mostly checks
Austin Transportation Department	1501 Toomey Road	78704	4	x	x	x	x				9am - 1pm		Delivery Location 1	\$56,000/day: \$55,500 in checks, \$500 in currency/coin
Austin Transportation Department - Parking Meters	Contractors address	n/a	5	x	x	x	x	x			8:30am - 2pm	See Note 4 below	Delivery Location 1	Ranges between \$8,000/day to \$12,000/day, all coins
Austin Water Utility	625 E. 10th Street	78701	5	x	x	x	x	x			8am - 12 noon	2nd Floor, Room 200A	Delivery Location 1	Ranges between \$25,000 to \$100,000: mostly checks
Aviation Department	3600 Presidential Blvd	78719	5	x	x	x	x	x			10am - 2pm	See Note 1 below	Delivery Location 1	\$182,000/day: \$180,500 in checks, \$1,500 in currency/coin
Development Services Department	6310 Wilhelmina Delco Drive	78752	5	x	x	x	x	x			9am - 3pm		Delivery Location 1	\$150,000/day: \$148,000 in checks, \$2,000 in currency/coin
Fleet Services Department	6800 Burleson Road, Building 312	78744	1					x			8am - 12 noon	Building 312, Suite 165A	Delivery Location 1	\$25,000/day: \$18,000 in checks, \$7,000 in currency/coin
FSD: Austin Controller's Office	124 W. 8th Street	78701	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$235,000/day: \$234,800 in checks, \$200 in currency/coin
Municipal Court: Central Booking	509 W. 11th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$300/day: all currency/coin
Municipal Court: Downtown Austin Community Court	719 E. 6th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$600/day: \$300 in checks, \$300 in cash
Municipal Court: Main	6800 Burleson Road, Building 310	78744	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$37,500/day: \$21,000 in checks, \$16,500 in currency/coin
Municipal Court: North Sub Station	12425 Lamplight Village	78758	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$10,000/day: \$2,000 in checks, \$8,000 in currency/coin
TARA: Telecommunications & Regulatory Affairs	811 Barton Springs Road	78704	3	x		x		x			10am - 2pm	Suite 920	Delivery Location 1	\$285,000/day: \$284,800 in checks, \$200 in currency/coin

CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED June 2020

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Seasonal June - August Pick Up Location														
Parks & Rec - Bartholomew Pool	1800 E 51st Street	78723	6	x		x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Garrison Pool	6001 Manchaca Road	78745	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Mabel Davis Pool	3427 Parker Lane	78741	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$100/day: all currency/coin
Parks & Rec - Northwest Pool	7000 Ardath	78757	6	x	x	x		x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Walnut Creek Pool	12138 N. Lamar	78758	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$400/day: all currency/coin
Parks & Rec - Springwoods Pool	13320 Lyndhurst Street	78729	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$200/day: all currency/coin

Seasonal March - October Pick Up Location														
Parks & Rec - Barton Springs Pool	2201 Barton Springs Road	78746	6	x	x	x		x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$8,000/day: all currency/coin
Parks & Rec - Deep Eddy Pool	400 Deep Eddy Ave	78703	7	x	x	x	x	x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Aquatic Office	2818 San Gabriel Street	78705	3	x		x		x			12 noon - 4pm	See Note 6 below	Delivery Location 1	\$300/day: mostly all currency/coin

Locations that have ended armored car services														
Austin Fire Department	505 Barton Springs Road	78704	Terminate deposit pickup services effective 6/30/2020											
Emergency Medical Services Department	15 Waller Street	78702	Terminate deposit pickup services effective 4/30/2020											
Municipal Court: South Sub Station	5730 Manchaca Road	78745	Terminated deposit pickup services effective 2/28/2019											

Delivery Locations:

- 1) Depository Bank Vault: **NOTE: delivery must be made before 2:00pm on the immediate next workday after pickup**
- 2) Travis County Treasurer's Office: 700 Lavaca Street, Suite 106, Austin, TX 78701; **NOTE: delivery must be made on Monday**

Notes:

- 1) ABIA Airport, Barbara Jordan Passenger Terminal, East Mezzanine, Suite 411.
This location has an escort requirement. No pickup of funds will be performed without a City Aviation employee escort.
Contractor must contact location at least 15 minutes prior to arriving at the loading dock entrance on the east end of the terminal.
- 2) Shots for Tots - Far South Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 3) Shots for Tots - St John's Community Center Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 4) ATD Parking Meters delivers locked coin canisters to Contractor's Facility

CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED June 2020

Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
			M	T	W	Th	F	Sat	Sun				

- 5) Deposit pick up services are needed June - August
- 6) Deposit pick up services are needed March - October



Amendment No. 4
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Brink's, Incorporated
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes as listed below and referenced in Exhibit A:

- 1.1 Fleet Mobility Services:
Current address: 1190 Hargrave, Austin, TX 78721
New address: 6800 Burleson Road, Building 312, Suite 165A, Austin, TX 78744
Service days and pickup window remains the same: Friday's only, year around,
8am – 12pm
First day of services at the new location: Friday, 2/28/2020
Last day of services at the current location: Friday, 2/14/2020

2.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00
Amendment No. 2: Vendor Name Change	\$0.00	\$694,000.00
Amendment No. 3: Add Austin Transportation Parking & Mobility & Amend Municipal Court Address	\$0.00	\$694,000.00
Amendment No. 4: Amend Fleet Mobility Services Address	\$0.00	\$694,000.00

3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Signature & Date:

 2/7/2020  2-11-2020

Printed Name: Seth McElroy
Authorized Representative
Brink's, Incorporated
50 Schilling Road
Hunt Valley, MD 21031

Erin D'Vincent
Procurement Supervisor
City of Austin Purchasing Office

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED February 3, 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Year Round Pick Up Location														
Austin Fire Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 1pm	2nd Floor	Delivery Location 1	\$10,000/day: all checks
Development Services Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 3pm	1st Floor - Permit Center	Delivery Location 1	\$150,000/day: \$148,000 in checks, \$2,000 in currency/coin
Environmental & Consumer Health Department	1520 Rutherford Lane	78754	5	x	x	x	x	x			10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 1	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Austin - Travis County Health Department	1520 Rutherford Lane	78754	1	x							10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 2	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Office of Vital Records	7201 Levander Loop	78702	5	x	x	x	x	x			8am - 12 noon	Building C	Delivery Location 1	\$2,300/day: \$1,400 in checks, \$900 in currency/coin
Austin Animal Services	7201 Levander Loop	78702	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$450/day: \$325 in checks, \$125 in currency/coin
Austin-Travis County CD Clinic	15 Waller Street	78702	5	x	x	x	x	x			8am - 12 noon	CD Clinic Lobby, 1st Floor	Delivery Location 1	\$800/day: \$50 in checks, \$750 in currency/coin
Emergency Medical Services Department	15 Waller Street	78702	5	x	x	x	x	x			10am - 2pm	2nd Floor	Delivery Location 1	\$51,000/day: \$50,500 in checks, \$500 in currency/coin
Austin Water Utility	625 E. 10th Street	78701	5	x	x	x	x	x			8am - 12 noon	2nd Floor, Room 200A	Delivery Location 1	Ranges between \$25,000 to \$100,000: mostly checks
Municipal Court - Main	6800 Burleson Road, Building 310	78744	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$37,500/day: \$21,000 in checks, \$16,500 in currency/coin
Downtown Austin Community Court	719 E. 6th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$600/day: \$300 in checks, \$300 in cash
Municipal Court - Central Booking	509 W. 11th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$300/day: all currency/coin
Municipal Court - North Sub Station	12425 Lamplight Village	78758	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$10,000/day: \$2,000 in checks, \$8,000 in currency/coin
Municipal Court - South Sub Station	5730 Manchaca Road	78745	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$5,900/day: \$4,700 in checks, \$1,200 in currency/coin
Aviation Department	3600 Presidential Blvd	78719	5	x	x	x	x	x			10am - 2pm	See Note 1 below	Delivery Location 1	\$182,000/day: \$180,500 in checks, \$1,500 in currency/coin
Austin Convention Center Department	500 E. Cesar Chavez	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$20,200/day: \$20,000 in checks, \$200 in currency/coin
Austin Convention Center Parking Garage	601 E. 5th Street	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin
Austin Convention Center Palmer Events Center	900 Barton Springs Road	78704	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED February 3, 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Austin Police Department	715 E. 8th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Energy - Town Lake Center - Corporate Accounting	721 Barton Springs Road	78704	5	x	x	x	x	x			10am - 2pm	Room 546	Delivery Location 1	\$200,000/day: \$199,900 in checks, \$100 in currency/coin
Austin Energy - East Branch Sub Station	2800 Webberville Road	78702	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$70,000/day: \$10,000 in checks, \$60,000 in currency/coin
Austin Energy - North Branch Sub Station	8716 Research Blvd	78757	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$120,000/day: \$24,000 in checks, \$96,000 in currency/coin
Austin Controller's Office	124 W. 8th Street	78701	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$235,000/day: \$234,800 in checks, \$200 in currency/coin
Austin Transportation Department	1501 Toomey Road	78704	4	x	x	x	x				9am - 1pm		Delivery Location 1	\$56,000/day: \$55,500 in checks, \$500 in currency/coin
TARA Department	811 Barton Springs Road	78704	3	x		x		x			10am - 2pm	Suite 920	Delivery Location 1	\$285,000/day: \$284,800 in checks, \$200 in currency/coin
Austin Code Department	1520 Rutherford Lane	78754	3	x		x		x			11am - 3pm	Building 1	Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Resource Recovery Finance Division	1520 Rutherford Lane	78754	2		x		x				11am - 3pm	Building 1, Suite 1-105	Delivery Location 1	\$5,000/day: \$4,900 in checks, \$100 in currency/coin
Fleet Services Department	6800 Burleson Road, Building 312	78744	1					x			8am - 12 noon	Building 312, Suite 165A	Delivery Location 1	\$25,000/day: \$18,000 in checks, \$7,000 in currency/coin
Shots for Tots - Far South Clinic	405 W. Stassney Lane	78745	1					x			8am - 11:30am	See Note 2 below	Delivery Location 1	\$1,300/day: combination of checks & currency/coin
Shots for Tots - St. Johns Community Center Clinic	7500 Blessing Ave	78752	1					x			8am - 11:30am	See Note 3 below	Delivery Location 1	\$1,800/day: combination of checks & currency/coin
Austin Transportation Department - Parking Meters	Contractors address	n/a	5	x	x	x	x	x			8:30am - 2pm	See Note 4 below	Delivery Location 1	Ranges between \$8,000/day to \$12,000/day, all coins
Central Library	710 W. Cesar Chavez	78701	5	x	x	x	x	x			10am - 2pm	2nd floor, reception desk	Delivery Location 1	\$1,000/day: combination of checks & currency/coin
Austin Transportation - Parking & Mobility	1111 Rio Grande	78701	2	x			x				8am - 12 noon		Delivery Location 1	Ranges between \$500/day to \$10,000/day, mostly checks

CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED February 3, 2020

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Seasonal June - August Pick Up Location														
Parks & Rec - Bartholomew Pool	1800 E 51st Street	78723	6	x		x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Garrison Pool	6001 Manchaca Road	78745	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Mabel Davis Pool	3427 Parker Lane	78741	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$100/day: all currency/coin
Parks & Rec - Northwest Pool	7000 Ardath	78757	6	x	x	x		x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Walnut Creek Pool	12138 N. Lamar	78758	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$400/day: all currency/coin
Parks & Rec - Springwoods Pool	13320 Lyndhurst Street	78729	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$200/day: all currency/coin

Seasonal March - October Pick Up Location														
Parks & Rec - Barton Springs Pool	2201 Barton Springs Road	78746	6	x	x	x		x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$8,000/day: all currency/coin
Parks & Rec - Deep Eddy Pool	400 Deep Eddy Ave	78703	7	x	x	x	x	x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Aquatic Office	2818 San Gabriel Street	78705	3	x		x		x			12 noon - 4pm	See Note 6 below	Delivery Location 1	\$300/day: mostly all currency/coin

Delivery Locations:

1) Depository Bank Vault: **NOTE: delivery must be made before 2:00pm on the immediate next workday after pickup**

2) Travis County Treasurer's Office: 700 Lavaca Street, Suite 106, Austin, TX 78701; **NOTE: delivery must be made on Monday**

Notes:

1) ABIA Airport, Barbara Jordan Passenger Terminal, East Mezzanine, Suite 411.
This location has an escort requirement. No pickup of funds will be performed without a City Aviation employee escort.
Contractor must contact location at least 15 minutes prior to arriving at the loading dock entrance on the east end of the terminal.

2) Shots for Tots - Far South Clinic: location closes at 11:30am for the day, pickup must be done prior to close

3) Shots for Tots - St John's Community Center Clinic: location closes at 11:30am for the day, pickup must be done prior to close

4) ATD Parking Meters delivers locked coin canisters to Contractor's Facility

5) Deposit pick up services are needed June - August

6) Deposit pick up services are needed March - October



Amendment No. 3
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Brink's, Incorporated
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes as listed below and referenced in Exhibit A:

- 1.1 Add the following location effective March 2, 2020.
Austin Transportation – Parking & Mobility:
1111 Rio Grande, Austin, TX 78701
Service days: Mondays & Thursdays, year around
Pickup window: 8 am – 12 noon
- 1.2 Municipal Court – Main Courthouse:
Current address: 700 E. 7th Street, Austin, TX 78701
New address: 6800 Burleson Road, Building 310, Austin, TX 78744
Service days and pickup window remains the same: Monday – Friday, year around, 10am – 2pm
First day of services at the new location: Friday, 3/20/2020
Last day of services at the current location: Wednesday, 3/18/2020

2.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00
Amendment No. 2: Vendor Name Change	\$0.00	\$694,000.00
Amendment No. 3: Add Austin Transportation Parking & Mobility & Amend Municipal Court Address	\$0.00	\$694,000.00

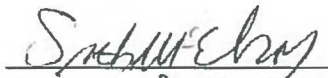
3.0 MBE/WBE goals do not apply to this contract.

4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:


Printed Name: Seth McElroy

Authorized Representative
Brink's, Incorporated
50 Schilling Road
Hunt Valley, MD 21031

Signature & Date:

 1-31-2020

Erin D'Vincent
Procurement Supervisor
City of Austin Purchasing Office

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED JANUARY 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Year Round Pick Up Location														
Austin Fire Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 1pm	2nd Floor	Delivery Location 1	\$10,000/day: all checks
Development Services Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 3pm	1st Floor - Permit Center	Delivery Location 1	\$150,000/day: \$148,000 in checks, \$2,000 in currency/coin
Environmental & Consumer Health Department	1520 Rutherford Lane	78754	5	x	x	x	x	x			10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 1	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Austin - Travis County Health Department	1520 Rutherford Lane	78754	1	x							10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 2	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Office of Vital Records	7201 Levander Loop	78702	5	x	x	x	x	x			8am - 12 noon	Building C	Delivery Location 1	\$2,300/day: \$1,400 in checks, \$900 in currency/coin
Austin Animal Services	7201 Levander Loop	78702	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$450/day: \$325 in checks, \$125 in currency/coin
Austin-Travis County CD Clinic	15 Waller Street	78702	5	x	x	x	x	x			8am - 12 noon	CD Clinic Lobby, 1st Floor	Delivery Location 1	\$800/day: \$50 in checks, \$750 in currency/coin
Emergency Medical Services Department	15 Waller Street	78702	5	x	x	x	x	x			10am - 2pm	2nd Floor	Delivery Location 1	\$51,000/day: \$50,500 in checks, \$500 in currency/coin
Austin Water Utility	625 E. 10th Street	78701	5	x	x	x	x	x			8am - 12 noon	2nd Floor, Room 200A	Delivery Location 1	Ranges between \$25,000 to \$100,000: mostly checks
Municipal Court - Main	6800 Burleson Road, Building 310	78744	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$37,500/day: \$21,000 in checks, \$16,500 in currency/coin
Downtown Austin Community Court	719 E. 6th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$600/day: \$300 in checks, \$300 in cash
Municipal Court - Central Booking	509 W. 11th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$300/day: all currency/coin
Municipal Court - North Sub Station	12425 Lamplight Village	78758	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$10,000/day: \$2,000 in checks, \$8,000 in currency/coin
Municipal Court - South Sub Station	5730 Manchaca Road	78745	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$5,900/day: \$4,700 in checks, \$1,200 in currency/coin
Aviation Department	3600 Presidential Blvd	78719	5	x	x	x	x	x			10am - 2pm	See Note 1 below	Delivery Location 1	\$182,000/day: \$180,500 in checks, \$1,500 in currency/coin
Austin Convention Center Department	500 E. Cesar Chavez	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$20,200/day: \$20,000 in checks, \$200 in currency/coin
Austin Convention Center Parking Garage	601 E. 5th Street	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin
Austin Convention Center Palmer Events Center	900 Barton Springs Road	78704	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED JANUARY 2020**

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Austin Police Department	715 E. 8th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Energy - Town Lake Center - Corporate Accounting	721 Barton Springs Road	78704	5	x	x	x	x	x			10am - 2pm	Room 546	Delivery Location 1	\$200,000/day: \$199,900 in checks, \$100 in currency/coin
Austin Energy - East Branch Sub Station	2800 Webberville Road	78702	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$70,000/day: \$10,000 in checks, \$60,000 in currency/coin
Austin Energy - North Branch Sub Station	8716 Research Blvd	78757	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$120,000/day: \$24,000 in checks, \$96,000 in currency/coin
Austin Controller's Office	124 W. 8th Street	78701	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$235,000/day: \$234,800 in checks, \$200 in currency/coin
Austin Transportation Department	1501 Toomey Road	78704	4	x	x	x	x				9am - 1pm		Delivery Location 1	\$56,000/day: \$55,500 in checks, \$500 in currency/coin
TARA Department	811 Barton Springs Road	78704	3	x		x		x			10am - 2pm	Suite 920	Delivery Location 1	\$285,000/day: \$284,800 in checks, \$200 in currency/coin
Austin Code Department	1520 Rutherford Lane	78754	3	x		x		x			11am - 3pm	Building 1	Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Resource Recovery Finance Division	1520 Rutherford Lane	78754	2		x		x				11am - 3pm	Building 1, Suite 1-105	Delivery Location 1	\$5,000/day: \$4,900 in checks, \$100 in currency/coin
Fleet Services Department	1190 Hargrave	78721	1					x			8am - 12 noon		Delivery Location 1	\$25,000/day: \$18,000 in checks, \$7,000 in currency/coin
Shots for Tots - Far South Clinic	405 W. Stassney Lane	78745	1					x			8am - 11:30am	See Note 2 below	Delivery Location 1	\$1,300/day: combination of checks & currency/coin
Shots for Tots - St. Johns Community Center Clinic	7500 Blessing Ave	78752	1					x			8am - 11:30am	See Note 3 below	Delivery Location 1	\$1,800/day: combination of checks & currency/coin
Austin Transportation Department - Parking Meters	Contractors address	n/a	5	x	x	x	x	x			8:30am - 2pm	See Note 4 below	Delivery Location 1	Ranges between \$8,000/day to \$12,000/day, all coins
Central Library	710 W. Cesar Chavez	78701	5	x	x	x	x	x			10am - 2pm	2nd floor, reception desk	Delivery Location 1	\$1,000/day: combination of checks & currency/coin
Austin Transportation - Parking & Mobility	1111 Rio Grande	78701	2	x			x				8am - 12 noon		Delivery Location 1	Ranges between \$500/day to \$10,000/day, mostly checks

**CITY OF AUSTIN
PURCHASING OFFICE
ARMORED CAR SERVICES
EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS
REVISED JANUARY 2020**

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				M	T	W	Th	F	Sat	Sun				
Seasonal June - August Pick Up Location														
Parks & Rec - Bartholomew Pool	1800 E 51st Street	78723	6	x		x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Garrison Pool	6001 Manchaca Road	78745	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Mabel Davis Pool	3427 Parker Lane	78741	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$100/day: all currency/coin
Parks & Rec - Northwest Pool	7000 Ardath	78757	6	x	x	x		x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Walnut Creek Pool	12138 N. Lamar	78758	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$400/day: all currency/coin
Parks & Rec - Springwoods Pool	13320 Lyndhurst Street	78729	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$200/day: all currency/coin

Seasonal March - October Pick Up Location														
Parks & Rec - Barton Springs Pool	2201 Barton Springs Road	78746	6	x	x	x		x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$8,000/day: all currency/coin
Parks & Rec - Deep Eddy Pool	400 Deep Eddy Ave	78703	7	x	x	x	x	x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Aquatic Office	2818 San Gabriel Street	78705	3	x		x		x			12 noon - 4pm	See Note 6 below	Delivery Location 1	\$300/day: mostly all currency/coin

Delivery Locations:

- 1) Depository Bank Vault: **NOTE: delivery must be made before 2:00pm on the immediate next workday after pickup**
- 2) Travis County Treasurer's Office: 700 Lavaca Street, Suite 106, Austin, TX 78701; **NOTE: delivery must be made on Monday**

Notes:

- 1) ABIA Airport, Barbara Jordan Passenger Terminal, East Mezzanine, Suite 411.
This location has an escort requirement. No pickup of funds will be performed without a City Aviation employee escort.
Contractor must contact location at least 15 minutes prior to arriving at the loading dock entrance on the east end of the terminal.
- 2) Shots for Tots - Far South Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 3) Shots for Tots - St John's Community Center Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 4) ATD Parking Meters delivers locked coin canisters to Contractor's Facility
- 5) Deposit pick up services are needed June - August
- 6) Deposit pick up services are needed March - October



**Amendment No. 2
of
Contract No. NA190000143
for
Citywide Armored Car Services
between
Dunbar Armored Inc.
and
The City of Austin**

1.0 The Contract is hereby amended as follows: Change name to Brinks Incorporated as requested and documented by the vendor:

	From	To
Vendor Name	Dunbar Armored Inc	Brinks Incorporated
Vendor Code (for City use only)	DUN7168375	V00000961658
Vendor Federal Tax ID (FEIN)	<div style="background-color: black; width: 100px; height: 1.2em;"></div>	<div style="background-color: black; width: 100px; height: 1.2em;"></div>

2.0 All other terms and conditions of the Contract remain unchanged and in full force and effect.

BY THE SIGNATURE affixed below, this Amendment No. 2 is hereby incorporated into and made a part of the Contract.


Linell Goodin-Brown
Contract Management Supervisor II
City of Austin, Purchasing Office

10-29-19
Date



Amendment No. 1
to
Contract No. NA190000143
for
Citywide Armored Car Services
between
Dunbar Armored Inc.
and the
City of Austin, Texas

1.0 The City hereby amends the above referenced contract to make the following changes:

- 1.1 Add the following location effective August 1, 2019.
Central Library
710 W. Cesar Chavez, Austin TX 78701
Service days: Monday – Friday, year around
Pickup window: 11 am – 3 pm

2.0 The total contract amount remains unchanged. The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 02/04/2016 – 06/30/2022	\$694,000.00	\$694,000.00
Amendment No. 1: Add Central Library	\$0.00	\$694,000.00

3.0 MBE/WBE goals do not apply to this contract.

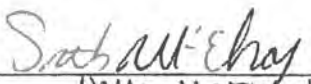
4.0 By signing this Amendment the Contractor certifies that the vendor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the GSA List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature & Date:

Signature & Date:


Printed Name: SETH MCELROY

Authorized Representative
Dunbar Armored Inc.
1106 Smith Road
Austin, Texas 78721

 7.15.19

Erin D'Vincent
Procurement Supervisor
City of Austin Purchasing Office

EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Year Round Pick Up Location														
Austin Fire Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 1pm	2nd Floor	Delivery Location 1	\$10,000/day: all checks
Development Services Department	505 Barton Springs Road	78704	5	x	x	x	x	x			9am - 3pm	1st Floor - Permit Center	Delivery Location 1	\$150,000/day: \$148,000 in checks, \$2,000 in currency/coin
Environmental & Consumer Health Department	1520 Rutherford Lane	78754	5	x	x	x	x	x			10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 1	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Austin - Travis County Health Department	1520 Rutherford Lane	78754	1	x							10:30am - 2:30pm	Building 1, Suite 200	Delivery Location 2	\$15,000/day: \$12,000 in checks, \$3,000 in currency/coin
Office of Vital Records	7201 Levander Loop	78702	5	x	x	x	x	x			8am - 12 noon	Building C	Delivery Location 1	\$2,300/day: \$1,400 in checks, \$900 in currency/coin
Austin Animal Services	7201 Levander Loop	78702	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$450/day: \$325 in checks, \$125 in currency/coin
Austin-Travis County CD Clinic	15 Waller Street	78702	5	x	x	x	x	x			8am - 12 noon	CD Clinic Lobby, 1st Floor	Delivery Location 1	\$800/day: \$50 in checks, \$750 in currency/coin
Emergency Medical Services Department	15 Waller Street	78702	5	x	x	x	x	x			10am - 2pm	2nd Floor	Delivery Location 1	\$51,000/day: \$50,500 in checks, \$500 in currency/coin
Austin Water Utility	625 E. 10th Street	78701	5	x	x	x	x	x			8am - 12 noon	2nd Floor, Room 200A	Delivery Location 1	Ranges between \$25,000 to \$100,000: mostly checks
Municipal Court - Main	700 E. 7th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$37,500/day: \$21,000 in checks, \$16,500 in currency/coin
Downtown Austin Community Court	719 E. 6th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$600/day: \$300 in checks, \$300 in cash
Municipal Court - Central Booking	509 W. 11th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$300/day: all currency/coin
Municipal Court - North Sub Station	12425 Lamplight Village	78758	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$10,000/day: \$2,000 in checks, \$8,000 in currency/coin
Municipal Court - South Sub Station	5730 Manchaca Road	78745	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	\$5,900/day: \$4,700 in checks, \$1,200 in currency/coin
Aviation Department	3600 Presidential Blvd	78719	5	x	x	x	x	x			10am - 2pm	See Note 1 below	Delivery Location 1	\$182,000/day: \$180,500 in checks, \$1,500 in currency/coin
Austin Convention Center Department	500 E. Cesar Chavez	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$20,200/day: \$20,000 in checks, \$200 in currency/coin
Austin Convention Center Parking Garage	601 E. 5th Street	78701	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin
Austin Convention Center Palmer Events Center	900 Barton Springs Road	78704	5	x	x	x	x	x			8am - 12 noon		Delivery Location 1	\$10,000/day: all currency/coin

EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Austin Police Department	715 E. 8th Street	78701	5	x	x	x	x	x			10am - 2pm		Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Energy - Town Lake Center - Corporate Accounting	721 Barton Springs Road	78704	5	x	x	x	x	x			10am - 2pm	Room 546	Delivery Location 1	\$200,000/day: \$199,900 in checks, \$100 in currency/coin
Austin Energy - East Branch Sub Station	2800 Webberville Road	78702	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$70,000/day: \$10,000 in checks, \$60,000 in currency/coin
Austin Energy - North Branch Sub Station	8716 Research Blvd	78757	5	x	x	x	x	x			9am - 1pm		Delivery Location 1	\$120,000/day: \$24,000 in checks, \$96,000 in currency/coin
Austin Controller's Office	124 W. 8th Street	78701	5	x	x	x	x	x			12 noon - 4pm		Delivery Location 1	\$235,000/day: \$234,800 in checks, \$200 in currency/coin
Austin Transportation Department	1501 Toomey Road	78704	4	x	x	x	x				9am - 1pm		Delivery Location 1	\$56,000/day: \$55,500 in checks, \$500 in currency/coin
TARA Department	811 Barton Springs Road	78704	3	x		x		x			10am - 2pm	Suite 920	Delivery Location 1	\$285,000/day: \$284,800 in checks, \$200 in currency/coin
Austin Code Department	1520 Rutherford Lane	78754	3	x		x		x			11am - 3pm	Building 1	Delivery Location 1	Ranges between \$10 - \$80,000: mostly checks
Austin Resource Recovery Finance Division	1520 Rutherford Lane	78754	2		x		x				11am - 3pm	Building 1, Suite 1-105	Delivery Location 1	\$5,000/day: \$4,900 in checks, \$100 in currency/coin
Fleet Services Department	1190 Hargrave	78721	1					x			8am - 12 noon		Delivery Location 1	\$25,000/day: \$18,000 in checks, \$7,000 in currency/coin
Shots for Tots - Far South Clinic	405 W. Stassney Lane	78745	1					x			8am - 11:30am	See Note 2 below	Delivery Location 1	\$1,300/day: combination of checks & currency/coin
Shots for Tots - St. Johns Community Center Clinic	7500 Blessing Ave	78752	1					x			8am - 11:30am	See Note 3 below	Delivery Location 1	\$1,800/day: combination of checks & currency/coin
Austin Transportation Department - Parking Meters	Contractors address	n/a	5	x	x	x	x	x			8:30am - 2pm	See Note 4 below	Delivery Location 1	Ranges between \$8,000/day to \$12,000/day, all coins
Central Library	710 W. Cesar Chavez	78701	5	x	x	x	x	x			11am - 3pm	2nd floor, reception desk	Delivery Location 1	\$1,000/day: combination of checks & currency/coin

EXHIBIT A: LIST OF PICK UP LOCATIONS AND DELIVERY LOCATIONS

	Location Address	Location Zip Code	# of Service Days/Week	Pickup Days/Week							Pickup Time Window	Pickup Location Specifics (if needed)	Delivery Location	Estimated Value of Property to be picked up
				M	T	W	Th	F	Sat	Sun				
Seasonal June - August Pick Up Location														
Parks & Rec - Bartholomew Pool	1800 E 51st Street	78723	6	x		x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Garrison Pool	6001 Manchaca Road	78745	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Mabel Davis Pool	3427 Parker Lane	78741	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$100/day: all currency/coin
Parks & Rec - Northwest Pool	7000 Ardath	78757	6	x	x	x		x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$600/day: all currency/coin
Parks & Rec - Walnut Creek Pool	12138 N. Lamar	78758	6	x	x		x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$400/day: all currency/coin
Parks & Rec - Springwoods Pool	13320 Lyndhurst Street	78729	6		x	x	x	x	x	x	12 noon - 4pm	See Note 5 below	Delivery Location 1	\$200/day: all currency/coin

Seasonal March - October Pick Up Location														
Parks & Rec - Barton Springs Pool	2201 Barton Springs Road	78746	6	x	x	x		x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$8,000/day: all currency/coin
Parks & Rec - Deep Eddy Pool	400 Deep Eddy Ave	78703	7	x	x	x	x	x	x	x	12 noon - 4pm	See Note 6 below	Delivery Location 1	\$2,000/day: all currency/coin
Parks & Rec - Aquatic Office	2818 San Gabriel Street	78705	3	x		x		x			12 noon - 4pm	See Note 6 below	Delivery Location 1	\$300/day: mostly all currency/coin

Delivery Locations:

- 1) Depository Bank Vault: **NOTE: delivery must be made before 2:00pm on the immediate next workday after pickup**
- 2) Travis County Treasurer's Office: 700 Lavaca Street, Suite 106, Austin, TX 78701; **NOTE: delivery must be made on Monday**

Notes:

- 1) ABIA Airport, Barbara Jordan Passenger Terminal, East Mezzanine, Suite 411.
This location has an escort requirement. No pickup of funds will be performed without a City Aviation employee escort.
Contractor must contact location at least 15 minutes prior to arriving at the loading dock entrance on the east end of the terminal.
- 2) Shots for Tots - Far South Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 3) Shots for Tots - St John's Community Center Clinic: location closes at 11:30am for the day, pickup must be done prior to close
- 4) ATD Parking Meters delivers locked coin canisters to Contractor's Facility
- 5) Deposit pick up services are needed June - August
- 6) Deposit pick up services are needed March - October

Department Breakdown

	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Austin Fire Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Development Service Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Austin Public Health	\$21,959.28	\$24,155.21	\$26,570.73	\$29,892.07	\$33,628.58	\$136,205.87
Austin Animal Services	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Emergency Medical Services Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Municipal Court	\$25,802.88	\$28,383.17	\$31,221.48	\$35,124.17	\$39,514.69	\$160,046.39
Aviation Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Austin Convention Center Department	\$16,235.52	\$17,859.07	\$19,644.98	\$22,100.60	\$24,863.18	\$100,703.35
Austin Police Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
Austin Energy	\$21,961.44	\$24,157.58	\$26,573.34	\$29,895.01	\$33,631.89	\$136,219.26
Financial Services Department	\$4,783.68	\$5,262.05	\$5,788.25	\$6,511.78	\$7,325.76	\$29,671.52
TARA Department	\$2,826.72	\$3,109.39	\$3,420.33	\$3,847.87	\$4,328.86	\$17,533.17
Austin Transportation Department	\$8,480.16	\$9,328.18	\$10,260.99	\$11,543.62	\$12,986.57	\$52,599.52
Austin Code Department	\$2,826.72	\$3,109.39	\$3,420.33	\$3,847.87	\$4,328.86	\$17,533.17
Austin Resource Recovery Finance Division	\$1,869.96	\$2,056.96	\$2,262.65	\$2,545.48	\$2,863.67	\$11,598.72
Fleet Service Department	\$941.52	\$1,035.67	\$1,139.24	\$1,281.64	\$1,441.85	\$5,839.92
Parks and Recreation Department	\$50,373.60	\$55,410.96	\$60,952.06	\$68,571.06	\$77,142.45	\$312,450.12
Austin Library Department	\$14,351.04	\$15,786.14	\$17,364.76	\$19,535.35	\$21,977.27	\$89,014.57
Other City departments	\$8,470.00	\$9,317.00	\$10,248.70	\$11,529.79	\$12,971.01	\$52,536.50
Total	\$209,584.60	\$230,543.06	\$253,597.37	\$285,297.04	\$320,959.17	\$1,299,981.23

Note: The total contract authorization amounts from the department breakdown have been rounded up to be included in the Contact Detail document and RCA Authorization Request

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Dunbar Armored Inc. ("Contractor")
for
Citywide Armored Car Services
MA 7400 NA190000143**

The City accepts the Contractor's Offer (as referenced in Section 1.1.3 below) for the above requirement and enters into the following Contract.

This Contract is between Dunbar Armored Inc. having offices at 50 Schilling Road, Hunt Valley, MD 21031 and the City, a home-rule municipality incorporated by the State of Texas, and is effective as of the date executed by the City ("Effective Date").

Capitalized terms used but not defined herein have the meanings given them in Solicitation Number RFP 7400 EAD3003REBID.

1.1 This Contract is composed of the following documents:

- 1.1.1 This Contract
- 1.1.2 The City's Solicitation, Request for Proposal (RFP), 7400 EAD3003REBID including all documents incorporated by reference
- 1.1.3 Dunbar Armored Inc.'s Offer, dated March 12, 2019, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 This Contract
- 1.2.2 The City's Solicitation as referenced in Section 1.1.2, including all documents incorporated by reference
- 1.2.3 The Contractor's Offer as referenced in Section 1.1.3, including subsequent clarifications.

1.3 Term of Contract.

1.3.1 The Contract shall commence upon execution and shall remain in effect for an initial term of thirty-six (36) months.

1.3.2 The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option.

1.3.2.1 If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.

1.3.2.2 Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the

deliverables due under the Contract (not to exceed 120 calendar days unless mutually agreed to in writing).

1.3.2.3 This is a thirty-six (36) month Contract. Prices are firm for the first twelve (12) months.

1.4 **Compensation.** The Contractor shall be paid a total Not-to-Exceed amount of \$694,000 for the initial Contract term, \$286,000 for the first extension option, and \$320,000 for the second extension option, for a total contract amount Not-to-Exceed \$1,300,000. Payment shall be made upon successful completion of services as outlined in each individual Delivery Order.

1.5 **Quantity of Work.** There is no guaranteed quantity of work for the period of the Contract and there are no minimum order quantities. Work will be on an as needed basis as specified by the City for each Delivery Order

1.6 **Clarifications and Additional Agreements.** The following are incorporated into the Contract.

1.6.1 Dunbar clarification response labeled Exhibit B.

1.6.2 Revised Pricing Sheet labeled Exhibit C.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the parties have caused a duly authorized representative to execute this Contract on the date set forth below.

DUNBAR ARMORED INC.

CITY OF AUSTIN

Seth MCEIRDY

Printed Name of Authorized Person

Erin D'Vincent

Printed Name of Authorized Person

Seth MCEIRDY

Signature

Erin D'Vincent

Signature

Sr. Director Admin & Mktg.

Title:

Procurement Supervisor

Title:

6/7/19

Date:

6-24-19

Date:



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

April 1, 2019

Dunbar Armored, Inc.
Kevin Cleary, Vice President Bid Administration
50 Schilling Road
Hunt Valley, MD 21031
kevin.cleary@dunbararmored.com

Dear Kevin:

Thank you for submitting your Offer for RFP 7400 EAD3003REBID for the City of Austin's Armored Car Services.

The evaluation team is coming to a close on the review and evaluation of the Offer received for this solicitation. However, further clarification to your Offer is requested. This information is to complete the evaluation process.

Below is the information that we need clarification on:

- 1) On page 51 of the electronic response, Dunbar mentions "Fire. Flood or Earthquake - In the event of an emergency, the duplicate operational systems utilized throughout the Dunbar network enables us to seamlessly transfer operations from one facility to another. Our organized system of shuttle trucks enables Dunbar to consolidate and deliver regional work to single delivery points.

Organized using a satellite terminal philosophy, Dunbar offers disaster recovery capabilities that cannot be rivaled by other carriers. The concentration of our branches, redundancy of our systems and the ownership of a fleet of vehicles, allows us to operate during a disruption event with little or no impact to our customers."

- Please provide information on the satellite offices that would respond in an emergency to the City of Austin, and where they are located. Should the need occur, Brink's and Dunbar will deploy personnel and equipment from our San Antonio, Waco, and Houston Branches.
- 2) Exhibit A states all City locations, addresses, number of service days per week, pickup days per week, and pickup time window to be serviced under the new contract.
 - Please confirm that you can meet all of these pickup requirements, and if not, explain which locations you are unable to meet the requirements to, and any alternatives that you propose. Please see attached for current service windows.
 - 3) Please clarify the minimum amount that Dunbar requires to complete EZ change for a single location.

\$1 – Two rolls of pennies or one \$1 bill is the min, the MAX is any mix up to \$5,000.00
 - 4) Please clarify that Dunbar will send monthly invoices after the month end and services have been rendered, and not before the month begins. Confirmed.
 - 5) Dunbar took exception to Section 0400 Supplemental Purchase Provisions, Item 8, Workforce Security Clearance and Identification. Dunbar states "Our employees have all successfully passed a comprehensive background check, no further background check is necessary."
 - The City needs to confirm that Dunbar's background check complies with the City's requirements. Please either provide complete information on Dunbar's background checks, or, rescind the exception and agree



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

that Dunbar will comply with the City's requirements.

Dunbar Armored performs background checks on all personnel. Prospective Dunbar employees are carefully screened prior to hiring. Background checks are performed by Proforma Screening Solutions. For example, we research 10 years of prior employment for background check purposes.

Additionally, all applicants are required to undergo a medical examination, polygraph testing (where permitted by law), US Department of Transportation drug testing and background checks. The following tests/checks are performed:

Application process	Physical Exam
Driving record checks	Pre-employment drug testing
Criminal history	Random drug testing
Background investigation	Behavioral/Psychological testing
I-9 documentation	

Throughout an employee's tenure with Dunbar, they are subject to random drug testing, review of driving record, and testing as required by local and state agencies with regard to gun permits.

Screening Procedures	Yes	No	Circumstances which will disqualify candidates, relevant to each question
Do all personnel go through a personal interview?	X		Unsatisfactory responses to questions asked, inability to communicate effectively in English, etc.
Do all personnel go through a criminal background check?	X		Any prior criminal convictions
Are drug tests required of all applicants?	X		Presence of controlled substance

Proforma Screening Solutions

SOCIAL SECURITY NUMBER REPORT

A database search is conducted with one of the major credit bureaus. Reported information may include name or names associated with the social security number, current address, employers, and previous addresses.

FELONY AND MISDEMEANOR RECORDS

A search of court records is conducted at the county level. Jurisdictions searched are determined by the employment application and the social security number report. Reported information includes court, case number, date filed, charges, date of adjudication, and disposition.

FEDERAL CRIMINAL RECORDS

A search of court records is conducted in federal judicial districts. Jurisdictions searched include those associated with the subject's current and previous residences. Reported information includes court, case number, date filed, charges, conviction date, and disposition.

CRIMNET

This database search of over 150 million records from across United States (and abroad) is performed, supplementing the other records checks already performed. The CrimNet database includes records from all 50 states, including Departments of Corrections, state court administrations, state law enforcement agencies, traffic courts, state and county criminal record repositories, prison, parole, and release files, sex offender registries, as well as various Federal databases. These Federal databases include, but are not limited to, the FDIC enforcement decisions and orders, the Federal Reserve Board enforcement actions, the FinCEN enforcement actions, the FINRA



City of Austin

Purchasing Office

P.O. Box 1088, Austin, TX 78767

disciplinary actions, the Federal Law Enforcement fugitive list, the ICE Most Wanted list, the Terrorism Watch List, the NCUA administrative orders, the NCIS Most Wanted Fugitives, the SEC enforcement actions, and the US Department of Treasury primary money laundering concern list. Also, the New Jersey and Nevada casino exclusion

lists are searched. The international databases searched include, but are not limited to, the financial sanctions and enforcement actions in Hong Kong, the EU, and elsewhere.

EMPLOYMENT VERIFICATION (FOR SELECT APPLICANTS)

Former employment is investigated to include dates of employment and position held, and may include wages earned, attendance records, eligibility for rehire, and reason for leaving/termination.

EDUCATION VERIFICATION (FOR SELECT APPLICANTS)

Provided educational institutions are contacted to determine the highest degree or certificate earned, with other degrees verified upon request. Confirmation of dates of attendance, class ranking, and GPA is attempted in all cases. Transcripts are also obtained upon request.

CREDIT HISTORY (FOR SELECT APPLICANTS)

A summary is provided of the subject's credit history as reported by any one of the major credit bureaus. All tax liens, judgments, and civil suits will be reported if noted on the credit report.

BANKRUPTCIES, TAX LIENS, AND JUDGMENTS

A database search is conducted in the appropriate jurisdiction to report if any bankruptcies, tax liens, or judgments are on file for the subject. Reported information includes date filed, case number, type, assets, and liabilities.

Response is due no later than 12:00 PM on Wednesday, April 3rd, 2019.

Questions concerning this request should be directed to Leyla Mammadova at Leyla.Mammadova@austintexas.gov.

Sincerely,

Leyla Mammadova
Procurement Specialist III
City of Austin
Purchasing Office

Exhibit B

City Of Austin Report

Time	Slot	Customer Name	Location N	Address 1
11:00Am		1:00PM AUSTIN FIRE DEPARTMENT	1	505 BARTON SPRINGS RD
11:00		2:00PM CITY OF AUSTIN TEXAS	2	505 BARTON SPRINGS RD
11:00Am		2:00PM CITY OF AUSTIN TEXAS	3	1520 RUTHERFORD LN
2:00Pm		5:00PM CITY OF AUSTIN TEXAS	4	1520 RUTHERFORD LANE
11:00Am		2:00PM CITY OF AUSTIN TEXAS	5	15 WALLER ST
8:00AM		11:00AM CITY OF AUSTIN TEXAS	6	625 E. 10TH ST, 2ND FL
1:00PM		4:00PM CITY OF AUSTIN TEXAS	7	3600 PRESIDENTIAL BLVD
12:00PM		3:00PM CITY OF AUSTIN TEXAS	8	715 E 8TH ST
1:00PM		4:00PM CITY OF AUSTIN TEXAS	9	124 W. 8TH ST
8:00 AM		11:00AM CITY OF AUSTIN TEXAS	10	1190 HARGRAVE ST
12:00		3:00PM CITY OF AUSTIN TEXAS	12	1520 RUTHERFOORD LN, BLDG 1
12:00		3:00PM CITY OF AUSTIN TEXAS	13	7201 LEVANDER LOOP, BLDG C
12:00		3:00PM CITY OF AUSTIN TEXAS	14	7201 LEVANDER LOOP, BLDG A
11:00		2:00PM CITY OF AUSTIN TEXAS	15	700 E 7TH ST
11:00		2:00PM CITY OF AUSTIN TEXAS	16	12425 LAMPLIGHT VILLAGE
9:00AM		12:00PM CITY OF AUSTIN TEXAS	17	5730 MANCHACA
11:00		2:00PM CITY OF AUSTIN TEXAS	18	719 E 6TH ST
1:00PM		4:00PM CITY OF AUSTIN TEXAS	19	509 W. 11TH ST
8:00AM		11:00AM CITY OF AUSTIN TEXAS	20	500 E. CESAR CHAVEZ ST
8:00AM		11:00AM CITY OF AUSTIN TEXAS	21	601 E. 5TH ST
9:00AM		12:00PM CITY OF AUSTIN TEXAS	22	900 BARTON SPRINGS RD
11:00Am		2:00PM AUSTIN ENERGY	23	721 BARTON SPRINGS RD
12:00PM		3:00PM AUSTIN ENERGY	24	2800 WEBBERVILLE RD
9:00AM		12:00PM AUSTIN ENERGY	25	8716 RESEARCH BLVD
8:00AM		11:00AM CITY OF AUSTIN TEXAS	26	405 W. STASSNEY LN
8:00AM		11:00AM SHOT-FOR-TOTS/BIG SHOTS CLIP	27	7500 BLESSING AVE
11:00Am		2:00PM CITY OF AUSTIN TEXAS	28	15 WALLER ST, 1ST FL

Exhibit C
CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP 7400 EAD3003REBID
CITYWIDE ARMORED CAR SERVICES

Section 0610 Rate Sheet

Section 0610 Rate Sheet			
Pick Up Schedule	Monthly Fee	# of Months to be Billed Annually	Annual Fee (Monthly Fee x # of Months to be Billed Annually)
Year Round			
5 days/week, M-F	\$398.64	12	\$4,783.68
4 days/week, M-Th	\$308.04	12	\$3,696.48
3 days/week, MWF	\$235.56	12	\$2,826.72
2 days/week, T/Th	\$155.83	12	\$1,869.96
1 day/week, M	\$78.46	12	\$941.52
1 day/week, F	\$78.46	12	\$941.52
Seasonal March - October			
7 days/week	\$561.72	8	\$4,493.76
6 days/week	\$471.12	8	\$3,768.96
3 days/week	\$235.56	8	\$1,884.48
Seasonal June - August			
6 days/week	\$471.12	3	\$1,413.36
Pricing for the line item below will be used for informational purposes only and will not be used as an award factor.			
Additional Services As Requested			
Per Section 0500 Item 2.1, please provide a per trip fee for this service.		Per Trip Fee: \$ 18.12	
Please attach additional page(s) for other services your company can offer under this contract.			

BRINKS + Dunbar



PROPOSAL FOR ARMORED SERVICES

Presented To:

Ms. Erin D'Vincent
Procurement Supervisor
City of Austin, TX

Presented By:

Kevin Cleary
Vice President Bid Administration
Dunbar Armored

March 14, 2019

Ms. Erin D'Vincent
Procurement Supervisor
City of Austin, TX

March 14, 2019

Re: RFP 7400 EAD3003 Rebid

Dear Ms. D'Vincent

Dunbar Armored is pleased to submit a proposal in response to the City of Austin for Proposal "RFP 7400 EAD3003 Rebid".

With the recent acquisition of Dunbar by The Brink's Company, a global leader in total cash management, secure route-based logistics and payment solutions, our combined companies provide over 250 years of experience in the security industry. As an integrated organization, this allows us to expand our national footprint and leverage the latest technologies, processes and relationships our companies have built over generations. Together we have the ability to service customers of all sizes, in a wide range of industries, with the broadest portfolio of services possible.¹

Our comprehensive cash management solutions are designed to fit your organization's needs, providing you with peace of mind, superior customer service and allowing you to focus on growing your business. We are dedicated to ensuring you receive the security you need, where you need it and before you need it.

We have customized our proposal to provide a competitive quote for comprehensive services for your review. We look forward to working with the City. Please reach out to Kevin Cleary if you have any questions or concerns. I can be reached via telephone at (410) 229-1845 or at kevin.cleary@dunbararmored.com.

Sincerely,



Kevin Cleary
Vice President Bid Administration

¹ Any changes to Dunbar's service procedures will be communicated in advance.

**Tab 1 – City of Austin
Purchasing Office Documents**

Tab 2 – Authorized Negotiator

Tab 3 – References



Tab 4 – Executive Summary

Tab 5 – Service Model

**Tab 6 – Customer Service and
Training**

**Tab 7 – Implementation &
Documents**

Tab 8 – Pricing



CITY OF AUSTIN, TEXAS
Purchasing Office
REQUEST FOR PROPOSAL (RFP)
OFFER SHEET

SOLICITATION NO: RFP 7400
EAD3003REBID

COMMODITY/SERVICE DESCRIPTION: Citywide Armored Car
Services

DATE ISSUED: February 25, 2019

REQUISITION NO.: 19021100291

PRE-PROPOSAL CONFERENCE TIME AND DATE: N/A

COMMODITY CODE: 99010

**FOR CONTRACTUAL AND TECHNICAL
ISSUES CONTACT THE FOLLOWING
AUTHORIZED CONTACT PERSON:**

PROPOSAL DUE PRIOR TO: March 19, 2019, 2:00 PM, Central
Time

Erin D'Vincent

PROPOSAL OPENING TIME AND DATE: March 19, 2019, 3:00
PM, Central Time

Procurement Supervisor

Phone: (512) 974-3070

LOCATION: MUNICIPAL BUILDING, 124 W 8th STREET
RM 308, AUSTIN, TEXAS 78701

E-Mail: erin.dvincent@austintexas.gov

LIVE SOLICITATION OPENING ONLINE: For RFP's, only the
names of respondents will be read aloud

For information on how to attend the Solicitation Closing online,
please select this link:

<http://www.austintexas.gov/departments/bid-opening-webinars>

**When submitting a sealed Offer and/or Compliance Plan, use the proper address for the type of service desired,
as shown below:**

Address for US Mail (Only)	Address for FedEx, UPS, Hand Delivery or Courier Service
City of Austin	City of Austin, Municipal Building
Purchasing Office-Response Enclosed for Solicitation # RFP 7400 EAD3003REBID	Purchasing Office-Response Enclosed for Solicitation # RFP 7400 EAD3003REBID
P.O. Box 1088	124 W 8 th Street, Rm 308
Austin, Texas 78767-8845	Austin, Texas 78701
	Reception Phone: (512) 974-2500

NOTE: Offers must be received and time stamped in the Purchasing Office prior to the Due Date and Time. It is the responsibility of the Offeror to ensure that their Offer arrives at the receptionist's desk in the Purchasing Office prior to the time and date indicated. Arrival at the City's mailroom, mail terminal, or post office box will not constitute the Offer arriving on time. See Section 0200 for additional solicitation instructions.

All Offers (including Compliance Plans) that are not submitted in a sealed envelope or container will not be considered.

SUBMIT 1 ORIGINAL AND 1 ELECTRONIC COPY (USB FLASH DRIVE) OF YOUR RESPONSE

*****SIGNATURE FOR SUBMITTAL REQUIRED ON PAGE 3 OF THIS DOCUMENT*****

The undersigned, by his/her signature, represents that he/she is submitting a binding offer and is authorized to bind the respondent to fully comply with the solicitation document contained herein. The Respondent, by submitting and signing below, acknowledges that he/she has received and read the entire document packet sections defined above including all documents incorporated by reference, and agrees to be bound by the terms therein.

Company Name: Dunbar Armored

Company Address: 50 Schilling Road

City, State, Zip: Hunt Valley, MD 21031

Vendor Registration No. V00000902773

Printed Name of Officer or Authorized Representative: Kevin Cleary

Title: Vice President Bid Administration

Signature of Officer or Authorized Representative: 

Date: 3/12/19

Email Address: kevin.cleary@dunbararmored.com

Phone Number: 410-229-1845

*** Proposal response must be submitted with this signed Offer sheet to be considered for award**

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

By submitting an Offer in response to the Solicitation, the Contractor agrees that the Contract shall be governed by the following terms and conditions. Unless otherwise specified in the Contract, Sections 3, 4, 5, 6, 7, 8, 20, 21, and 36 shall apply only to a Solicitation to purchase Goods, and Sections 9, 10, 11 and 22 shall apply only to a Solicitation to purchase Services to be performed principally at the City's premises or on public rights-of-way.

1. **CONTRACTOR'S OBLIGATIONS**. The Contractor shall fully and timely provide all Deliverables described in the Solicitation and in the Contractor's Offer in strict accordance with the terms, covenants, and conditions of the Contract and all applicable Federal, State, and local laws, rules, and regulations.
2. **EFFECTIVE DATE/TERM**. Unless otherwise specified in the Solicitation, this Contract shall be effective as of the date the contract is signed by the City, and shall continue in effect until all obligations are performed in accordance with the Contract.
3. **CONTRACTOR TO PACKAGE DELIVERABLES**: The Contractor will package Deliverables in accordance with good commercial practice and shall include a packing list showing the description of each item, the quantity and unit price. Unless otherwise provided in the Specifications or Supplemental Terms and Conditions, each shipping container shall be clearly and permanently marked as follows: (a) The Contractor's name and address, (b) the City's name, address and purchase order or purchase release number and the price agreement number if applicable, (c) Container number and total number of containers, e.g. box 1 of 4 boxes, and (d) the number of the container bearing the packing list. The Contractor shall bear cost of packaging. Deliverables shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. The City's count or weight shall be final and conclusive on shipments not accompanied by packing lists.
4. **SHIPMENT UNDER RESERVATION PROHIBITED**: The Contractor is not authorized to ship the Deliverables under reservation and no tender of a bill of lading will operate as a tender of Deliverables.
5. **TITLE & RISK OF LOSS**: Title to and risk of loss of the Deliverables shall pass to the City only when the City actually receives and accepts the Deliverables.
6. **DELIVERY TERMS AND TRANSPORTATION CHARGES**: Deliverables shall be shipped F.O.B. point of delivery unless otherwise specified in the Supplemental Terms and Conditions. Unless otherwise stated in the Offer, the Contractor's price shall be deemed to include all delivery and transportation charges. The City shall have the right to designate what method of transportation shall be used to ship the Deliverables. The place of delivery shall be that set forth in the block of the purchase order or purchase release entitled "Receiving Agency".
7. **RIGHT OF INSPECTION AND REJECTION**: The City expressly reserves all rights under law, including, but not limited to the Uniform Commercial Code, to inspect the Deliverables at delivery before accepting them, and to reject defective or non-conforming Deliverables. If the City has the right to inspect the Contractor's, or the Contractor's Subcontractor's, facilities, or the Deliverables at the Contractor's, or the Contractor's Subcontractor's, premises, the Contractor shall furnish, or cause to be furnished, without additional charge, all reasonable facilities and assistance to the City to facilitate such inspection.
8. **NO REPLACEMENT OF DEFECTIVE TENDER**: Every tender or delivery of Deliverables must fully comply with all provisions of the Contract as to time of delivery, quality, and quantity. Any non-complying tender shall constitute a breach and the Contractor shall not have the right to substitute a conforming tender; provided, where the time for performance has not yet expired, the Contractor may notify the City of the intention to cure and may then make a conforming tender within the time allotted in the contract.
9. **PLACE AND CONDITION OF WORK**: The City shall provide the Contractor access to the sites where the Contractor is to perform the services as required in order for the Contractor to perform the services in a timely and efficient manner, in accordance with and subject to the applicable security laws, rules, and regulations. The Contractor acknowledges that it has satisfied itself as to the nature of the City's service requirements and specifications, the location and essential characteristics of the work sites, the quality and quantity of materials, equipment, labor and facilities necessary to perform the services, and any other condition or state of fact which could in any way affect performance of the Contractor's obligations under the contract. The Contractor hereby releases and holds the City

**CITY OF AUSTIN
PURCHASING OFFICE
STANDARD PURCHASE TERMS AND CONDITIONS**

harmless from and against any liability or claim for damages of any kind or nature if the actual site or service conditions differ from expected conditions.

10. WORKFORCE

- A. The Contractor shall employ only orderly and competent workers, skilled in the performance of the services which they will perform under the Contract.
- B. The Contractor, its employees, subcontractors, and subcontractor's employees may not while engaged in participating or responding to a solicitation or while in the course and scope of delivering goods or services under a City of Austin contract or on the City's property .
 - i. use or possess a firearm, including a concealed handgun that is licensed under state law, except as required by the terms of the contract; or
 - ii. use or possess alcoholic or other intoxicating beverages, illegal drugs or controlled substances, nor may such workers be intoxicated, or under the influence of alcohol or drugs, on the job.
- C. If the City or the City's representative notifies the Contractor that any worker is incompetent, disorderly or disobedient, has knowingly or repeatedly violated safety regulations, has possessed any firearms, or has possessed or was under the influence of alcohol or drugs on the job, the Contractor shall immediately remove such worker from Contract services, and may not employ such worker again on Contract services without the City's prior written consent.

- 11. COMPLIANCE WITH HEALTH, SAFETY, AND ENVIRONMENTAL REGULATIONS:** The Contractor, its Subcontractors, and their respective employees, shall comply fully with all applicable federal, state, and local health, safety, and environmental laws, ordinances, rules and regulations in the performance of the services, including but not limited to those promulgated by the City and by the Occupational Safety and Health Administration (OSHA). In case of conflict, the most stringent safety requirement shall govern. The Contractor shall indemnify and hold the City harmless from and against all claims, demands, suits, actions, judgments, fines, penalties and liability of every kind arising from the breach of the Contractor's obligations under this paragraph.

12. INVOICES:

- A. The Contractor shall submit separate invoices in duplicate on each purchase order or purchase release after each delivery. If partial shipments or deliveries are authorized by the City, a separate invoice must be sent for each shipment or delivery made.
- B. **Proper Invoices must include a unique invoice number, the purchase order or delivery order number and the master agreement number if applicable, the Department's Name, and the name of the point of contact for the Department.** Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight waybill, when applicable, shall be attached to the invoice. The Contractor's name and, if applicable, the tax identification number on the invoice must exactly match the information in the Vendor's registration with the City. Unless otherwise instructed in writing, the City may rely on the remittance address specified on the Contractor's invoice.
- C. Invoices for labor shall include a copy of all time-sheets with trade labor rate and Deliverables order number clearly identified. Invoices shall also include a tabulation of work-hours at the appropriate rates and grouped by work order number. Time billed for labor shall be limited to hours actually worked at the work site.
- D. Unless otherwise expressly authorized in the Contract, the Contractor shall pass through all Subcontract and other authorized expenses at actual cost without markup.
- E. Federal excise taxes, State taxes, or City sales taxes must not be included in the invoiced amount. The City will furnish a tax exemption certificate upon request.

**CITY OF AUSTIN
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STANDARD PURCHASE TERMS AND CONDITIONS**

13. PAYMENT:

- A. All proper invoices received by the City will be paid within thirty (30) calendar days of the City's receipt of the Deliverables or of the invoice, whichever is later.
- B. **If payment is not timely made, (per paragraph A), interest shall accrue on the unpaid balance at the lesser of the rate specified in Texas Government Code Section 2251.025 or the maximum lawful rate; except, if payment is not timely made for a reason for which the City may withhold payment hereunder, interest shall not accrue until ten (10) calendar days after the grounds for withholding payment have been resolved.**
- C. If partial shipments or deliveries are authorized by the City, the Contractor will be paid for the partial shipment or delivery, as stated above, provided that the invoice matches the shipment or delivery.
- D. The City may withhold or set off the entire payment or part of any payment otherwise due the Contractor to such extent as may be necessary on account of:
 - i. delivery of defective or non-conforming Deliverables by the Contractor;
 - ii. third party claims, which are not covered by the insurance which the Contractor is required to provide, are filed or reasonable evidence indicating probable filing of such claims;
 - iii. failure of the Contractor to pay Subcontractors, or for labor, materials or equipment;
 - iv. damage to the property of the City or the City's agents, employees or contractors, which is not covered by insurance required to be provided by the Contractor;
 - v. reasonable evidence that the Contractor's obligations will not be completed within the time specified in the Contract, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
 - vi. failure of the Contractor to submit proper invoices with all required attachments and supporting documentation; or
 - vii. failure of the Contractor to comply with any material provision of the Contract Documents.
- E. Notice is hereby given of Article VIII, Section 1 of the Austin City Charter which prohibits the payment of any money to any person, firm or corporation who is in arrears to the City for taxes, and of §2-8-3 of the Austin City Code concerning the right of the City to offset indebtedness owed the City.
- F. Payment will be made by check unless the parties mutually agree to payment by credit card or electronic transfer of funds. The Contractor agrees that there shall be no additional charges, surcharges, or penalties to the City for payments made by credit card or electronic funds transfer.
- G. The awarding or continuation of this contract is dependent upon the availability of funding. The City's payment obligations are payable only and solely from funds Appropriated and available for this contract. The absence of Appropriated or other lawfully available funds shall render the Contract null and void to the extent funds are not Appropriated or available and any Deliverables delivered but unpaid shall be returned to the Contractor. The City shall provide the Contractor written notice of the failure of the City to make an adequate Appropriation for any fiscal year to pay the amounts due under the Contract, or the reduction of any Appropriation to an amount insufficient to permit the City to pay its obligations under the Contract. In the event of non or inadequate appropriation of funds, there will be no penalty nor removal fees charged to the City.

- 14. TRAVEL EXPENSES:** All travel, lodging and per diem expenses in connection with the Contract for which reimbursement may be claimed by the Contractor under the terms of the Solicitation will be reviewed against the City's Travel Policy as published and maintained by the City's Controller's Office and the Current United States General Services Administration Domestic Per Diem Rates (the "Rates") as published and maintained on the Internet at:

<http://www.gsa.gov/portal/category/21287>

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No amounts in excess of the Travel Policy or Rates shall be paid. All invoices must be accompanied by copies of detailed itemized receipts (e.g. hotel bills, airline tickets). No reimbursement will be made for expenses not actually incurred. Airline fares in excess of coach or economy will not be reimbursed. Mileage charges may not exceed the amount permitted as a deduction in any year under the Internal Revenue Code or Regulations.

15. FINAL PAYMENT AND CLOSE-OUT:

- A. If an MBE/WBE Program Compliance Plan is required by the Solicitation, and the Contractor has identified Subcontractors, the Contractor is required to submit a Contract Close-Out MBE/WBE Compliance Report to the Project manager or Contract manager no later than the 15th calendar day after completion of all work under the contract. Final payment, retainage, or both may be withheld if the Contractor is not in compliance with the requirements of the Compliance Plan as accepted by the City.
- B. The making and acceptance of final payment will constitute:
 - i. a waiver of all claims by the City against the Contractor, except claims (1) which have been previously asserted in writing and not yet settled, (2) arising from defective work appearing after final inspection, (3) arising from failure of the Contractor to comply with the Contract or the terms of any warranty specified herein, (4) arising from the Contractor's continuing obligations under the Contract, including but not limited to indemnity and warranty obligations, or (5) arising under the City's right to audit; and
 - ii. a waiver of all claims by the Contractor against the City other than those previously asserted in writing and not yet settled.

16. SPECIAL TOOLS & TEST EQUIPMENT: If the price stated on the Offer includes the cost of any special tooling or special test equipment fabricated or required by the Contractor for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the City and shall be identified by the Contractor as such.

17. AUDITS and RECORDS:

- A. The Contractor agrees that the representatives of the Office of the City Auditor or other authorized representatives of the City shall have access to, and the right to audit, examine, or reproduce, any and all records of the Contractor related to the performance under this Contract. The Contractor shall retain all such records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer. The Contractor agrees to refund to the City any overpayments disclosed by any such audit.
- B. Records Retention:
 - i. Contractor is subject to City Code chapter 2-11 (Records Management), and as it may subsequently be amended. For purposes of this subsection, a Record means all books, accounts, reports, files, and other data recorded or created by a Contractor in fulfillment of the Contract whether in digital or physical format, except a record specifically relating to the Contractor's internal administration.
 - ii. All Records are the property of the City. The Contractor may not dispose of or destroy a Record without City authorization and shall deliver the Records, in all requested formats and media, along with all finding aids and metadata, to the City at no cost when requested by the City
 - iii. The Contractor shall retain all Records for a period of three (3) years after final payment on this Contract or until all audit and litigation matters that the City has brought to the attention of the Contractor are resolved, whichever is longer.
- C. The Contractor shall include sections A and B above in all subcontractor agreements entered into in connection with this Contract.

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18. SUBCONTRACTORS:

- A. If the Contractor identified Subcontractors in an MBE/WBE Program Compliance Plan or a No Goals Utilization Plan the Contractor shall comply with the provisions of Chapters 2-9A, 2-9B, 2-9C, and 2-9D, as applicable, of the Austin City Code and the terms of the Compliance Plan or Utilization Plan as approved by the City (the "Plan"). The Contractor shall not initially employ any Subcontractor except as provided in the Contractor's Plan. The Contractor shall not substitute any Subcontractor identified in the Plan, unless the substitute has been accepted by the City in writing in accordance with the provisions of Chapters 2-9A, 2-9B, 2-9C and 2-9D, as applicable. No acceptance by the City of any Subcontractor shall constitute a waiver of any rights or remedies of the City with respect to defective Deliverables provided by a Subcontractor. If a Plan has been approved, the Contractor is additionally required to submit a monthly Subcontract Awards and Expenditures Report to the Contract Manager and the Purchasing Office Contract Compliance Manager no later than the tenth calendar day of each month.
- B. Work performed for the Contractor by a Subcontractor shall be pursuant to a written contract between the Contractor and Subcontractor. The terms of the subcontract may not conflict with the terms of the Contract, and shall contain provisions that:
 - i. require that all Deliverables to be provided by the Subcontractor be provided in strict accordance with the provisions, specifications and terms of the Contract;
 - ii. prohibit the Subcontractor from further subcontracting any portion of the Contract without the prior written consent of the City and the Contractor. The City may require, as a condition to such further subcontracting, that the Subcontractor post a payment bond in form, substance and amount acceptable to the City;
 - iii. require Subcontractors to submit all invoices and applications for payments, including any claims for additional payments, damages or otherwise, to the Contractor in sufficient time to enable the Contractor to include same with its invoice or application for payment to the City in accordance with the terms of the Contract;
 - iv. require that all Subcontractors obtain and maintain, throughout the term of their contract, insurance in the type and amounts specified for the Contractor, with the City being a named insured as its interest shall appear; and
 - v. require that the Subcontractor indemnify and hold the City harmless to the same extent as the Contractor is required to indemnify the City.
- C. The Contractor shall be fully responsible to the City for all acts and omissions of the Subcontractors just as the Contractor is responsible for the Contractor's own acts and omissions. Nothing in the Contract shall create for the benefit of any such Subcontractor any contractual relationship between the City and any such Subcontractor, nor shall it create any obligation on the part of the City to pay or to see to the payment of any moneys due any such Subcontractor except as may otherwise be required by law.
- D. The Contractor shall pay each Subcontractor its appropriate share of payments made to the Contractor not later than ten (10) calendar days after receipt of payment from the City.

19. WARRANTY-PRICE:

- A. The Contractor warrants the prices quoted in the Offer are no higher than the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.
- B. The Contractor certifies that the prices in the Offer have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such fees with any other firm or with any competitor.
- C. In addition to any other remedy available, the City may deduct from any amounts owed to the Contractor, or otherwise recover, any amounts paid for items in excess of the Contractor's current prices on orders by others for like Deliverables under similar terms of purchase.

**CITY OF AUSTIN
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20. **WARRANTY – TITLE:** The Contractor warrants that it has good and indefeasible title to all Deliverables furnished under the Contract, and that the Deliverables are free and clear of all liens, claims, security interests and encumbrances. The Contractor shall indemnify and hold the City harmless from and against all adverse title claims to the Deliverables.
21. **WARRANTY – DELIVERABLES:** The Contractor warrants and represents that all Deliverables sold the City under the Contract shall be free from defects in design, workmanship or manufacture, and conform in all material respects to the specifications, drawings, and descriptions in the Solicitation, to any samples furnished by the Contractor, to the terms, covenants and conditions of the Contract, and to all applicable State, Federal or local laws, rules, and regulations, and industry codes and standards. Unless otherwise stated in the Solicitation, the Deliverables shall be new or recycled merchandise, and not used or reconditioned.
- A. Recycled Deliverables shall be clearly identified as such.
 - B. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law; and any attempt to do so shall be without force or effect.
 - C. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the date of acceptance of the Deliverables or from the date of acceptance of any replacement Deliverables. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand either repair the non-conforming Deliverables, or replace the non-conforming Deliverables with fully conforming Deliverables, at the City's option and at no additional cost to the City. All costs incidental to such repair or replacement, including but not limited to, any packaging and shipping costs, shall be borne exclusively by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach of warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - D. If the Contractor is unable or unwilling to repair or replace defective or non-conforming Deliverables as required by the City, then in addition to any other available remedy, the City may reduce the quantity of Deliverables it may be required to purchase under the Contract from the Contractor, and purchase conforming Deliverables from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such Deliverables from another source.
 - E. If the Contractor is not the manufacturer, and the Deliverables are covered by a separate manufacturer's warranty, the Contractor shall transfer and assign such manufacturer's warranty to the City. If for any reason the manufacturer's warranty cannot be fully transferred to the City, the Contractor shall assist and cooperate with the City to the fullest extent to enforce such manufacturer's warranty for the benefit of the City.
22. **WARRANTY – SERVICES:** The Contractor warrants and represents that all services to be provided the City under the Contract will be fully and timely performed in a good and workmanlike manner in accordance with generally accepted industry standards and practices, the terms, conditions, and covenants of the Contract, and all applicable Federal, State and local laws, rules or regulations.
- A. The Contractor may not limit, exclude or disclaim the foregoing warranty or any warranty implied by law, and any attempt to do so shall be without force or effect.
 - B. Unless otherwise specified in the Contract, the warranty period shall be at least one year from the Acceptance Date. If during the warranty period, one or more of the above warranties are breached, the Contractor shall promptly upon receipt of demand perform the services again in accordance with above standard at no additional cost to the City. All costs incidental to such additional performance shall be borne by the Contractor. The City shall endeavor to give the Contractor written notice of the breach of warranty within thirty (30) calendar days of discovery of the breach warranty, but failure to give timely notice shall not impair the City's rights under this section.
 - C. If the Contractor is unable or unwilling to perform its services in accordance with the above standard as required by the City, then in addition to any other available remedy, the City may reduce the amount of services it may be

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required to purchase under the Contract from the Contractor, and purchase conforming services from other sources. In such event, the Contractor shall pay to the City upon demand the increased cost, if any, incurred by the City to procure such services from another source.

23. **ACCEPTANCE OF INCOMPLETE OR NON-CONFORMING DELIVERABLES:** If, instead of requiring immediate correction or removal and replacement of defective or non-conforming Deliverables, the City prefers to accept it, the City may do so. The Contractor shall pay all claims, costs, losses and damages attributable to the City's evaluation of and determination to accept such defective or non-conforming Deliverables. If any such acceptance occurs prior to final payment, the City may deduct such amounts as are necessary to compensate the City for the diminished value of the defective or non-conforming Deliverables. If the acceptance occurs after final payment, such amount will be refunded to the City by the Contractor.
24. **RIGHT TO ASSURANCE:** Whenever one party to the Contract in good faith has reason to question the other party's intent to perform, demand may be made to the other party for written assurance of the intent to perform. In the event that no assurance is given within the time specified after demand is made, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
25. **STOP WORK NOTICE:** The City may issue an immediate Stop Work Notice in the event the Contractor is observed performing in a manner that is in violation of Federal, State, or local guidelines, or in a manner that is determined by the City to be unsafe to either life or property. Upon notification, the Contractor will cease all work until notified by the City that the violation or unsafe condition has been corrected. The Contractor shall be liable for all costs incurred by the City as a result of the issuance of such Stop Work Notice.
26. **DEFAULT:** The Contractor shall be in default under the Contract if the Contractor (a) fails to fully, timely and faithfully perform any of its material obligations under the Contract, (b) fails to provide adequate assurance of performance under Paragraph 24, (c) becomes insolvent or seeks relief under the bankruptcy laws of the United States or (d) makes a material misrepresentation in Contractor's Offer, or in any report or deliverable required to be submitted by the Contractor to the City.
27. **TERMINATION FOR CAUSE:** In the event of a default by the Contractor, the City shall have the right to terminate the Contract for cause, by written notice effective ten (10) calendar days, unless otherwise specified, after the date of such notice, unless the Contractor, within such ten (10) day period, cures such default, or provides evidence sufficient to prove to the City's reasonable satisfaction that such default does not, in fact, exist. The City may place Contractor on probation for a specified period of time within which the Contractor must correct any non-compliance issues. Probation shall not normally be for a period of more than nine (9) months, however, it may be for a longer period, not to exceed one (1) year depending on the circumstances. If the City determines the Contractor has failed to perform satisfactorily during the probation period, the City may proceed with suspension. In the event of a default by the Contractor, the City may suspend or debar the Contractor in accordance with the "City of Austin Purchasing Office Probation, Suspension and Debarment Rules for Vendors" and remove the Contractor from the City's vendor list for up to five (5) years and any Offer submitted by the Contractor may be disqualified for up to five (5) years. In addition to any other remedy available under law or in equity, the City shall be entitled to recover all actual damages, costs, losses and expenses, incurred by the City as a result of the Contractor's default, including, without limitation, cost of cover, reasonable attorneys' fees, court costs, and prejudgment and post-judgment interest at the maximum lawful rate. All rights and remedies under the Contract are cumulative and are not exclusive of any other right or remedy provided by law.
28. **TERMINATION WITHOUT CAUSE:** The City shall have the right to terminate the Contract, in whole or in part, without cause any time upon thirty (30) calendar days' prior written notice. Upon receipt of a notice of termination, the Contractor shall promptly cease all further work pursuant to the Contract, with such exceptions, if any, specified in the notice of termination. The City shall pay the Contractor, to the extent of funds Appropriated or otherwise legally available for such purposes, for all goods delivered and services performed and obligations incurred prior to the date of termination in accordance with the terms hereof.
29. **FRAUD:** Fraudulent statements by the Contractor on any Offer or in any report or deliverable required to be submitted by the Contractor to the City shall be grounds for the termination of the Contract for cause by the City and may result in legal action.

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30. DELAYS:

- A. The City may delay scheduled delivery or other due dates by written notice to the Contractor if the City deems it is in its best interest. If such delay causes an increase in the cost of the work under the Contract, the City and the Contractor shall negotiate an equitable adjustment for costs incurred by the Contractor in the Contract price and execute an amendment to the Contract. The Contractor must assert its right to an adjustment within thirty (30) calendar days from the date of receipt of the notice of delay. Failure to agree on any adjusted price shall be handled under the Dispute Resolution process specified in paragraph 48. However, nothing in this provision shall excuse the Contractor from delaying the delivery as notified.
- B. Neither party shall be liable for any default or delay in the performance of its obligations under this Contract if, while and to the extent such default or delay is caused by acts of God, fire, riots, civil commotion, labor disruptions, sabotage, sovereign conduct, or any other cause beyond the reasonable control of such Party. In the event of default or delay in contract performance due to any of the foregoing causes, then the time for completion of the services will be extended; provided, however, in such an event, a conference will be held within three (3) business days to establish a mutually agreeable period of time reasonably necessary to overcome the effect of such failure to perform.

31. INDEMNITY:

- A. Definitions:
 - i. "Indemnified Claims" shall include any and all claims, demands, suits, causes of action, judgments and liability of every character, type or description, including all reasonable costs and expenses of litigation, mediation or other alternate dispute resolution mechanism, including attorney and other professional fees for:
 - (1) damage to or loss of the property of any person (including, but not limited to the City, the Contractor, their respective agents, officers, employees and subcontractors; the officers, agents, and employees of such subcontractors; and third parties); and/or
 - (2) death, bodily injury, illness, disease, worker's compensation, loss of services, or loss of income or wages to any person (including but not limited to the agents, officers and employees of the City, the Contractor, the Contractor's subcontractors, and third parties),
 - ii. "Fault" shall include the sale of defective or non-conforming Deliverables, negligence, willful misconduct, or a breach of any legally imposed strict liability standard.
- B. **THE CONTRACTOR SHALL DEFEND (AT THE OPTION OF THE CITY), INDEMNIFY, AND HOLD THE CITY, ITS SUCCESSORS, ASSIGNS, OFFICERS, EMPLOYEES AND ELECTED OFFICIALS HARMLESS FROM AND AGAINST ALL INDEMNIFIED CLAIMS DIRECTLY ARISING OUT OF, INCIDENT TO, CONCERNING OR RESULTING FROM THE FAULT OF THE CONTRACTOR, OR THE CONTRACTOR'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE CONTRACTOR'S OBLIGATIONS UNDER THE CONTRACT. NOTHING HEREIN SHALL BE DEEMED TO LIMIT THE RIGHTS OF THE CITY OR THE CONTRACTOR (INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO SEEK CONTRIBUTION) AGAINST ANY THIRD PARTY WHO MAY BE LIABLE FOR AN INDEMNIFIED CLAIM.**

32. INSURANCE: (reference Section 0400 for specific coverage requirements). The following insurance requirement applies. (Revised March 2013).

- A. General Requirements.
 - i. The Contractor shall at a minimum carry insurance in the types and amounts indicated in Section 0400, Supplemental Purchase Provisions, for the duration of the Contract, including extension options and hold over periods, and during any warranty period.
 - ii. The Contractor shall provide Certificates of Insurance with the coverages and endorsements required in Section 0400, Supplemental Purchase Provisions, to the City as verification of coverage prior to contract execution and within fourteen (14) calendar days after written request from the

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City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or hold over period is exercised, as verification of continuing coverage.

- iii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iv. The City may request that the Contractor submit certificates of insurance to the City for all subcontractors prior to the subcontractors commencing work on the project.
- v. The Contractor's and all subcontractors' insurance coverage shall be written by companies licensed to do business in the State of Texas at the time the policies are issued and shall be written by companies with A.M. Best ratings of B+VII or better.
- vi. The "other" insurance clause shall not apply to the City where the City is an additional insured shown on any policy. It is intended that policies required in the Contract, covering both the City and the Contractor, shall be considered primary coverage as applicable.
- vii. If insurance policies are not written for amounts specified in Section 0400, Supplemental Purchase Provisions, the Contractor shall carry Umbrella or Excess Liability Insurance for any differences in amounts specified. If Excess Liability Insurance is provided, it shall follow the form of the primary coverage.
- viii. The City shall be entitled, upon request, at an agreed upon location, and without expense, to review certified copies of policies and endorsements thereto and may make any reasonable requests for deletion or revision or modification of particular policy terms, conditions, limitations, or exclusions except where policy provisions are established by law or regulations binding upon either of the parties hereto or the underwriter on any such policies.
- ix. The City reserves the right to review the insurance requirements set forth during the effective period of the Contract and to make reasonable adjustments to insurance coverage, limits, and exclusions when deemed necessary and prudent by the City based upon changes in statutory law, court decisions, the claims history of the industry or financial condition of the insurance company as well as the Contractor.
- x. The Contractor shall not cause any insurance to be canceled nor permit any insurance to lapse during the term of the Contract or as required in the Contract.
- xi. The Contractor shall be responsible for premiums, deductibles and self-insured retentions, if any, stated in policies. Self-insured retentions shall be disclosed on the Certificate of Insurance.
- xii. The Contractor shall provide the City thirty (30) calendar days' written notice of erosion of the aggregate limits below occurrence limits for all applicable coverages indicated within the Contract.
- xiii. The insurance coverages specified in Section 0400, Supplemental Purchase Provisions, are required minimums and are not intended to limit the responsibility or liability of the Contractor.

B. Specific Coverage Requirements: Specific insurance requirements are contained in Section 0400, Supplemental Purchase Provisions

33. **CLAIMS:** If any claim, demand, suit, or other action is asserted against the Contractor which arises under or concerns the Contract, or which could have a material adverse affect on the Contractor's ability to perform thereunder, the Contractor shall give written notice thereof to the City within ten (10) calendar days after receipt of notice by the

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Contractor. Such notice to the City shall state the date of notification of any such claim, demand, suit, or other action; the names and addresses of the claimant(s); the basis thereof; and the name of each person against whom such claim is being asserted. Such notice shall be delivered personally or by mail and shall be sent to the City and to the Austin City Attorney. Personal delivery to the City Attorney shall be to City Hall, 301 West 2nd Street, 4th Floor, Austin, Texas 78701, and mail delivery shall be to P.O. Box 1088, Austin, Texas 78767.

34. **NOTICES**: Unless otherwise specified, all notices, requests, or other communications required or appropriate to be given under the Contract shall be in writing and shall be deemed delivered three (3) business days after postmarked if sent by U.S. Postal Service Certified or Registered Mail, Return Receipt Requested. Notices delivered by other means shall be deemed delivered upon receipt by the addressee. Routine communications may be made by first class mail, telefax, or other commercially accepted means. Notices to the Contractor shall be sent to the address specified in the Contractor's Offer, or at such other address as a party may notify the other in writing. Notices to the City shall be addressed to the City at P.O. Box 1088, Austin, Texas 78767 and marked to the attention of the Contract Administrator.
35. **RIGHTS TO BID, PROPOSAL AND CONTRACTUAL MATERIAL**: All material submitted by the Contractor to the City shall become property of the City upon receipt. Any portions of such material claimed by the Contractor to be proprietary must be clearly marked as such. Determination of the public nature of the material is subject to the Texas Public Information Act, Chapter 552, Texas Government Code.
36. **NO WARRANTY BY CITY AGAINST INFRINGEMENTS**: The Contractor represents and warrants to the City that: (i) the Contractor shall provide the City good and indefeasible title to the Deliverables and (ii) the Deliverables supplied by the Contractor in accordance with the specifications in the Contract will not infringe, directly or contributorily, any patent, trademark, copyright, trade secret, or any other intellectual property right of any kind of any third party; that no claims have been made by any person or entity with respect to the ownership or operation of the Deliverables and the Contractor does not know of any valid basis for any such claims. The Contractor shall, at its sole expense, defend, indemnify, and hold the City harmless from and against all liability, damages, and costs (including court costs and reasonable fees of attorneys and other professionals) arising out of or resulting from: (i) any claim that the City's exercise anywhere in the world of the rights associated with the City's ownership, and if applicable, license rights, and its use of the Deliverables infringes the intellectual property rights of any third party; or (ii) the Contractor's breach of any of Contractor's representations or warranties stated in this Contract. In the event of any such claim, the City shall have the right to monitor such claim or at its option engage its own separate counsel to act as co-counsel on the City's behalf. Further, Contractor agrees that the City's specifications regarding the Deliverables shall in no way diminish Contractor's warranties or obligations under this paragraph and the City makes no warranty that the production, development, or delivery of such Deliverables will not impact such warranties of Contractor.
37. **CONFIDENTIALITY**: In order to provide the Deliverables to the City, Contractor may require access to certain of the City's and/or its licensors' confidential information (including inventions, employee information, trade secrets, confidential know-how, confidential business information, and other information which the City or its licensors consider confidential) (collectively, "Confidential Information"). Contractor acknowledges and agrees that the Confidential Information is the valuable property of the City and/or its licensors and any unauthorized use, disclosure, dissemination, or other release of the Confidential Information will substantially injure the City and/or its licensors. The Contractor (including its employees, subcontractors, agents, or representatives) agrees that it will maintain the Confidential Information in strict confidence and shall not disclose, disseminate, copy, divulge, recreate, or otherwise use the Confidential Information without the prior written consent of the City or in a manner not expressly permitted under this Agreement, unless the Confidential Information is required to be disclosed by law or an order of any court or other governmental authority with proper jurisdiction, provided the Contractor promptly notifies the City before disclosing such information so as to permit the City reasonable time to seek an appropriate protective order. The Contractor agrees to use protective measures no less stringent than the Contractor uses within its own business to protect its own most valuable information, which protective measures shall under all circumstances be at least reasonable measures to ensure the continued confidentiality of the Confidential Information.
38. **PUBLICATIONS**: All published material and written reports submitted under the Contract must be originally developed material unless otherwise specifically provided in the Contract. When material not originally developed is included in a report in any form, the source shall be identified.

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39. **ADVERTISING**: The Contractor shall not advertise or publish, without the City's prior consent, the fact that the City has entered into the Contract, except to the extent required by law.
40. **NO CONTINGENT FEES**: The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the Contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee, excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the City shall have the right, in addition to any other remedy available, to cancel the Contract without liability and to deduct from any amounts owed to the Contractor, or otherwise recover, the full amount of such commission, percentage, brokerage or contingent fee.
41. **GRATUITIES**: The City may, by written notice to the Contractor, cancel the Contract without liability if it is determined by the City that gratuities were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the City of Austin with a view toward securing the Contract or securing favorable treatment with respect to the awarding or amending or the making of any determinations with respect to the performing of such contract. In the event the Contract is canceled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
42. **PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS**: No officer, employee, independent consultant, or elected official of the City who is involved in the development, evaluation, or decision-making process of the performance of any solicitation shall have a financial interest, direct or indirect, in the Contract resulting from that solicitation. Any willful violation of this section shall constitute impropriety in office, and any officer or employee guilty thereof shall be subject to disciplinary action up to and including dismissal. Any violation of this provision, with the knowledge, expressed or implied, of the Contractor shall render the Contract voidable by the City.
43. **INDEPENDENT CONTRACTOR**: The Contract shall not be construed as creating an employer/employee relationship, a partnership, or a joint venture. The Contractor's services shall be those of an independent contractor. The Contractor agrees and understands that the Contract does not grant any rights or privileges established for employees of the City.
44. **ASSIGNMENT-DELEGATION**: The Contract shall be binding upon and enure to the benefit of the City and the Contractor and their respective successors and assigns, provided however, that no right or interest in the Contract shall be assigned and no obligation shall be delegated by the Contractor without the prior written consent of the City. Any attempted assignment or delegation by the Contractor shall be void unless made in conformity with this paragraph. The Contract is not intended to confer rights or benefits on any person, firm or entity not a party hereto; it being the intention of the parties that there be no third party beneficiaries to the Contract.
45. **WAIVER**: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party. No waiver by either the Contractor or the City of any one or more events of default by the other party shall operate as, or be construed to be, a permanent waiver of any rights or obligations under the Contract, or an express or implied acceptance of any other existing or future default or defaults, whether of a similar or different character.
46. **MODIFICATIONS**: The Contract can be modified or amended only by a writing signed by both parties. No pre-printed or similar terms on any the Contractor invoice, order or other document shall have any force or effect to change the terms, covenants, and conditions of the Contract.
47. **INTERPRETATION**: The Contract is intended by the parties as a final, complete and exclusive statement of the terms of their agreement. No course of prior dealing between the parties or course of performance or usage of the trade shall be relevant to supplement or explain any term used in the Contract. Although the Contract may have been substantially drafted by one party, it is the intent of the parties that all provisions be construed in a manner to be fair to both parties, reading no provisions more strictly against one party or the other. Whenever a term defined by the Uniform Commercial Code, as enacted by the State of Texas, is used in the Contract, the UCC definition shall control, unless otherwise defined in the Contract.

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48. DISPUTE RESOLUTION:

- A. If a dispute arises out of or relates to the Contract, or the breach thereof, the parties agree to negotiate prior to prosecuting a suit for damages. However, this section does not prohibit the filing of a lawsuit to toll the running of a statute of limitations or to seek injunctive relief. Either party may make a written request for a meeting between representatives of each party within fourteen (14) calendar days after receipt of the request or such later period as agreed by the parties. Each party shall include, at a minimum, one (1) senior level individual with decision-making authority regarding the dispute. The purpose of this and any subsequent meeting is to attempt in good faith to negotiate a resolution of the dispute. If, within thirty (30) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they will proceed directly to mediation as described below. Negotiation may be waived by a written agreement signed by both parties, in which event the parties may proceed directly to mediation as described below.
- B. If the efforts to resolve the dispute through negotiation fail, or the parties waive the negotiation process, the parties may select, within thirty (30) calendar days, a mediator trained in mediation skills to assist with resolution of the dispute. Should they choose this option, the City and the Contractor agree to act in good faith in the selection of the mediator and to give consideration to qualified individuals nominated to act as mediator. Nothing in the Contract prevents the parties from relying on the skills of a person who is trained in the subject matter of the dispute or a contract interpretation expert. If the parties fail to agree on a mediator within thirty (30) calendar days of initiation of the mediation process, the mediator shall be selected by the Travis County Dispute Resolution Center (DRC). The parties agree to participate in mediation in good faith for up to thirty (30) calendar days from the date of the first mediation session. The City and the Contractor will share the mediator's fees equally and the parties will bear their own costs of participation such as fees for any consultants or attorneys they may utilize to represent them or otherwise assist them in the mediation.

49. **JURISDICTION AND VENUE:** The Contract is made under and shall be governed by the laws of the State of Texas, including, when applicable, the Uniform Commercial Code as adopted in Texas, V.T.C.A., Bus. & Comm. Code, Chapter 1, excluding any rule or principle that would refer to and apply the substantive law of another state or jurisdiction. All issues arising from this Contract shall be resolved in the courts of Travis County, Texas and the parties agree to submit to the exclusive personal jurisdiction of such courts. The foregoing, however, shall not be construed or interpreted to limit or restrict the right or ability of the City to seek and secure injunctive relief from any competent authority as contemplated herein.

50. **INVALIDITY:** The invalidity, illegality, or unenforceability of any provision of the Contract shall in no way affect the validity or enforceability of any other portion or provision of the Contract. Any void provision shall be deemed severed from the Contract and the balance of the Contract shall be construed and enforced as if the Contract did not contain the particular portion or provision held to be void. The parties further agree to reform the Contract to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Contract from being void should a provision which is the essence of the Contract be determined to be void.

51. **HOLIDAYS:** The following holidays are observed by the City:

<u>Holiday</u>	<u>Date Observed</u>
New Year's Day	January 1
Martin Luther King, Jr.'s Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11

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Thanksgiving Day	Fourth Thursday in November
Friday after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas Day	December 25

If a Legal Holiday falls on Saturday, it will be observed on the preceding Friday. If a Legal Holiday falls on Sunday, it will be observed on the following Monday.

52. **SURVIVABILITY OF OBLIGATIONS:** All provisions of the Contract that impose continuing obligations on the parties, including but not limited to the warranty, indemnity, and confidentiality obligations of the parties, shall survive the expiration or termination of the Contract.

53. **NON-SUSPENSION OR DEBARMENT CERTIFICATION:**

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. By accepting a Contract with the City, the Vendor certifies that its firm and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

54. **EQUAL OPPORTUNITY**

- A. **Equal Employment Opportunity:** No Contractor, or Contractor's agent, shall engage in any discriminatory employment practice as defined in Chapter 5-4 of the City Code. No Offer submitted to the City shall be considered, nor any Purchase Order issued, or any Contract awarded by the City unless the Offeror has executed and filed with the City Purchasing Office a current Non-Discrimination Certification. Non-compliance with Chapter 5-4 of the City Code may result in sanctions, including termination of the contract and the Contractor's suspension or debarment from participation on future City contracts until deemed compliant with Chapter 5-4.
- B. **Americans with Disabilities Act (ADA) Compliance:** No Contractor, or Contractor's agent, shall engage in any discriminatory practice against individuals with disabilities as defined in the ADA, including but not limited to: employment, accessibility to goods and services, reasonable accommodations, and effective communications.

55. **BUY AMERICAN ACT-SUPPLIES (Applicable to certain Federally funded requirements)**

- A. Definitions. As used in this paragraph –
- i. "Component" means an article, material, or supply incorporated directly into an end product.
 - ii. "Cost of components" means -
 - (1) For components purchased by the Contractor, the acquisition cost, including transportation costs to the place of incorporation into the end product (whether or not such costs are paid to a domestic firm), and any applicable duty (whether or not a duty-free entry certificate is issued); or
 - (2) For components manufactured by the Contractor, all costs associated with the manufacture of the component, including transportation costs as described in paragraph (1) of this definition, plus allocable overhead costs, but excluding profit. Cost of components does not include any costs associated with the manufacture of the end product.

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- iii. "Domestic end product" means-
 - (1) An unmanufactured end product mined or produced in the United States; or
 - (2) An end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as those that the agency determines are not mined, produced, or manufactured in sufficient and reasonably available commercial quantities of a satisfactory quality are treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.
- iv. "End product" means those articles, materials, and supplies to be acquired under the contract for public use.
- v. "Foreign end product" means an end product other than a domestic end product.
- vi. "United States" means the 50 States, the District of Columbia, and outlying areas.
- B. The Buy American Act (41 U.S.C. 10a - 10d) provides a preference for domestic end products for supplies acquired for use in the United States.
- C. The City does not maintain a list of foreign articles that will be treated as domestic for this Contract; but will consider for approval foreign articles as domestic for this product if the articles are on a list approved by another Governmental Agency. The Offeror shall submit documentation with their Offer demonstrating that the article is on an approved Governmental list.
- D. The Contractor shall deliver only domestic end products except to the extent that it specified delivery of foreign end products in the provision of the Solicitation entitled "Buy American Act Certificate".

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The following Supplemental Purchasing Provisions apply to this solicitation:

1. **EXPLANATIONS OR CLARIFICATIONS:** (reference paragraph 5 in Section 0200)

All requests for explanations or clarifications must be submitted in writing to the Purchasing Office by email to erin.dvincent@austintexas.gov no later than 2:00 PM on March 8, 2019.

2. **INSURANCE:** Insurance is required for this solicitation.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

OR

PURInsuranceCompliance@austintexas.gov

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.

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- (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
 - iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.
 - (1) The policy shall include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.
 - iv. **All Risk Cargo Insurance:** All Risk Cargo Insurance with a minimum of \$10,000,000 to protect currency, coins, checks and other securities from all types of loss, including but not limited to theft or disappearance by employees of the carrier, during transport and while in possession of the carrier.
- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.
3. **TERM OF CONTRACT:**
- A. The Contract shall commence upon execution, unless otherwise specified, and shall remain in effect for an initial term of thirty-six (36) months. The Contract may be extended beyond the initial term for up to two (2) additional twelve (12) month periods at the City's sole option. If the City exercises any extension option, all terms, conditions, and provisions of the Contract shall remain in effect for that extension period, subject only to any economic price adjustment otherwise allowed under the Contract.
 - B. Upon expiration of the initial term or any period of extension, the Contractor agrees to hold over under the terms and conditions of this Contract for such a period of time as is reasonably necessary for the City to re-solicit and/or complete the deliverables due under this Contract. Any hold over period will not exceed 120 calendar days unless mutually agreed on by both parties in writing.
 - C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
 - D. Prices are firm and fixed for the first twelve (12) months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.
4. **QUANTITIES:** The quantities listed herein are estimates for each year of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

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5. DELIVERY REQUIREMENTS:

- A. Delivery is to be made in accordance with Exhibit A.
- B. The Contractor shall provide with each pickup, the information in Section 0500 Scope of Work, Item 1.1.4.1 through 1.1.4.8.
- C. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

6. INVOICES and PAYMENT: (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed or emailed to the address listed on each delivery order.

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

7. NON-COLLUSION, NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING:

- A. On June 14, 2018, the Austin City Council adopted Ordinance No. 20180614-056 replacing Chapter 2.7, Article 6 of the City Code relating to Anti-Lobbying and Procurement. The policy defined in this Code applies to Solicitations for goods and/or services requiring City Council approval under City Charter Article VII, Section 15 (Purchase Procedures). The City requires Offerors submitting Offers on this Solicitation to certify that the Offeror has not in any way directly or indirectly had communication restricted in the ordinance section 2-7-104 during the No-Lobbying Period as defined in the Ordinance. The text of the City Ordinance is posted on the Internet at https://assets.austintexas.gov/purchase/downloads/New_ALO_Ordinance_No_20180614-056.pdf and is also included in the Solicitation, Section 0200 V2, Solicitation Instructions June 26, 2018.

8. WORKFORCE SECURITY CLEARANCE AND IDENTIFICATION (ID):

- ~~A. Contractors are required to obtain a certified criminal background report with fingerprinting (referred to as the "report") for all persons performing on the contract, including all Contractor, Subcontractor, and Supplier personnel (for convenience referred to as "Contractor's personnel").~~
- ~~B. The report may be obtained by reporting to one of the below governmental entities, submitting to fingerprinting and requesting the report (requestors may anticipate a two-week delay for State reports and up to a four to six-week delay for receipt of a Federal report):~~
 - ~~i. Texas Department of Public Safety for any person currently residing in the State of Texas and having a valid Texas driver's license or photo ID card;~~
 - ~~ii. The appropriate governmental agency from either the U.S. state or foreign nation in which the person resides and holds either a valid U.S. state issued or foreign national driver's license or photo ID card; or~~
 - ~~iii. A Federal Agency. A current Federal security clearance obtained from and certified by a Federal agency may be substituted.~~

Commented [KC1]: Our employees have all successfully passed a comprehensive background check, no further background check is necessary.

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- ~~C Contractor shall obtain the reports at least 30 days prior to any onsite work commencement. Contractor also shall attach to each report the project name, Contractor's personnel name(s), current address(es), and a copy of the U.S. state-issued or foreign national driver's license or photo ID card.~~
- ~~D Contractor shall provide the City a Certified Criminal Background Report affirming that Contractor has conducted required security screening of Contractor's personnel to determine those appropriate for execution of the work and for presence on the City's property. A list of all Contractor Personnel requiring access to the City's site shall be attached to the affidavit.~~
- ~~E Upon receipt by the City of Contractor's affidavit described in (D) above and the list of the Contractor's personnel, the City will provide each of Contractor's personnel a contractor ID badge that is required for access to City property that shall be worn at all times by Contractor's personnel during the execution of the work.~~
- ~~F The City reserves the right to deny an ID badge to any Contractor personnel for reasonable cause, including failure of a Criminal History background check. The City will notify the Contractor of any such denial no more than twenty (20) days after receipt of the Contractor's reports. Where denial of access by a particular person may cause the Contractor to be unable to perform any portion of the work of the contract, the Contractor shall so notify the City's Contract Manager, in writing, within ten (10) calendar days of the receipt of notification of denial.~~
- ~~G Contractor's personnel will be required to wear a company issued the ID badge at all times while on the work site. Failure to wear or produce the ID badge may be cause for removal of an individual from the work site, without regard to Contractor's schedule. Lost ID badges shall be reported to the City's Contract Manager. Contractor shall reimburse the City for all costs incurred in providing additional ID badges to Contractor Personnel.~~
- ~~H ID badges to enter and/or work on the City property may be revoked by the City at any time. ID badges must be returned to the City at the time of project completion and acceptance or upon removal of an individual from the work site.~~
- ~~I Contractor is not required to obtain reports for delivery personnel, including but not limited to FedEx, UPS, Roadway, or other materials delivery persons, however all delivery personnel must present company/employer-issued photo ID and be accompanied by at least one of Contractor's personnel at all times while at the work site.~~
- ~~J The Contractor shall retain the reports and make them available for audit by the City during regular business hours (reference paragraph 17 in Section 0300, entitled Right to Audit).~~

9. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first twelve (12) months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. The requested price adjustment shall not exceed fifteen percent (15%) for any single line item and in no event shall the total amount of the contract be automatically adjusted as a result of the change in one or more line items made pursuant to this provision. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.

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- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % of Base Price: 80%	
Database Name: Employment Cost Index	
Series ID: CIU201S000300000A	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Total compensation for Private industry workers in Service-providing, service occupations	
This Index shall apply to the following items of the Price Proposal: All	

Weight % of Base Price: 20%	
Database Name: Producer Price Index	
Series ID: pcu32411032411012	
<input checked="" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: United States	
Description of Series ID: Motor gasoline, including finished base stocks and blending agents	
This Index shall apply to the following items of the Price Proposal: All	

- E. **Calculation:** Price adjustment will be calculated as follows:

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Composite Indexes: Based on one or more weighted indexes reflecting pricing elements of a good or service. The weighted percentage for each index is defined in D iii. above.

For Each Index: Index at the time of calculation
Divided by each Index on solicitation close date
Equals change factor for each index
Multiply each Base Price of relevant line items by the percentage of price attributed to each index = weighted price
Multiply weighted price by change factor for each index
Equals the Adjusted Price for the portion of the Base Price subject to each Index
Add all adjusted prices for each item together
Equals Adjusted Price for each item

- F. If the requested adjustment is not supported by the referenced index, the City, at its sole discretion, may consider approving an adjustment on fully documented market increases.
10. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).
- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.
11. **CONTRACT MANAGERS:** City Contract Managers will be assigned upon contract execution and will act as the contact points between the City and the Contractor during the term of the Contract:

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SOLICITATION NO. RFP 7400 EAD3003REBID
ARMORED CAR SERVICES
SECTION 0500 SCOPE OF WORK

1. PURPOSE

The City of Austin (City) seeks to establish a contract for professional Armored Car Services for multiple locations within the City of Austin. The Contractor shall pickup and receive from the City, or its designated agent, sealed or locked shipments containing currency, coins, checks, securities, and other valuables except cash letters (collectively "Property"), and to transport and deliver the same, in like condition, to the City's depository bank vault location. This scope of work establishes the minimum requirements for armored car services.

It is the City's requirement to receive these services from a single Contractor/Company in order to provide timely and quality service for City departments. The Contractor shall provide all services directly unless otherwise indicated in their Offer. Use of subcontractors is not allowed unless indicated in the Offer or otherwise agreed to and approved by the City.

1.1. REQUIREMENTS FOR CITYWIDE LOCATIONS

- 1.1.1. The Contractor shall pickup from locations specified in Exhibit A. Locations may be added or deleted and dates and times may be modified at any time by the City. No pickup time shall be before 8:00 AM and the latest pickup time at any location is 4:00 PM, with some exceptions noted in Exhibit A.
- 1.1.2. The Contractor shall deliver Property to locations and within timelines as specified on Exhibit A. Both locations are within the City of Austin city limits. The City's depository bank vault location will be provided upon Contract Award.
- 1.1.3. The Contractor shall be required to provide documentation, showing proof of pickup from locations specified on Exhibit A, and delivery to the to the applicable delivery location for each day.
- 1.1.4. Documentation shall require the following:
 - 1.1.4.1. Location of pickup, with the address
 - 1.1.4.2. Contractor's signature for all pickups
 - 1.1.4.3. Delivery destination
 - 1.1.4.4. Full value declaration
 - 1.1.4.5. Individual bag value declaration
 - 1.1.4.6. Total number of bags
 - 1.1.4.7. Signature line, plus space for date and time, for departmental staff to complete upon pickup/transfer of funds
 - 1.1.4.8. Signature line, plus space for date and time, for completion upon receipt at final destination
- 1.1.5. The Contractor assumes all liability upon receipt of Property, for documented stated value of Property, until documented relinquishment to the applicable delivery locations as specified in Exhibit A.
- 1.1.6. The Contractor shall provide the City a sample of the documentation used for proof of pickup and delivery.
- 1.1.7. The Contractor shall supply a single point of contact (SPOC) that shall be available during business hours to respond to all customer service issues, as well as questions or concerns by the Contract Managers.
- ~~1.1.8. The Contractor shall provide an updated list of Authorized personnel in writing to the Contract Managers no later than 24 hours after any changes.~~

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- 1.1.9. The Contractor shall require service personnel to wear picture identification badges and company uniforms.
- 1.1.10. If Contractor is beyond the time parameters specified in Exhibit A and unable to perform the service on the required date, Contractor shall contact the City no less than one hour prior of predetermined pick up and/or delivery drop-off time. As part of the offer, the Contractor shall provide contingency plans to ensure timely delivery of City funds.
- 1.1.11. If locations are not picked up as scheduled, for reasons that are not caused by the City, i.e. delivery vehicle malfunctions, acts of God, including flooding or other weather related problems, the Contractor shall not invoice the respective location for the missed service day.
- 1.1.12. At the end of each service month, invoices shall be prepared monthly for each individual pickup location, as noted in Exhibit A, and mailed or emailed directly to the City locations which have received the services.

1.2. REQUIREMENTS FOR PARKING METER COIN COLLECTION

- 1.2.1. City employees will deliver locked parking meter canisters containing the collections to the Contractor Facility (to be defined at Contract Award).
- 1.2.2. The Contractor shall provide the necessary space for the City to process parking meter coin collection.
- 1.2.3. The Contractor shall provide the necessary equipment for the City to process parking meter coin collection, to include a sturdy work table and heavy duty carts to move the coin.
- 1.2.4. The Contractor shall use a master key, which Contractor shall retain at all times, to unlock each canister.
- 1.2.5. The Contractor shall remove the coin collections from each canister.
- 1.2.6. The Contractor shall be required to observe, in person or by video surveillance, the City employees transferring the coin collections removed from each canister into a tamper-proof plastic coin bag and completing receipt documentation.
- 1.2.7. The Contractor shall verify and sign all receipts prepared by the City employees.
- 1.2.8. Contractor shall secure sealed bags and store in a secured vault while in the Contractor's possession.
- 1.2.9. The Contractor shall lock each canister and return to City employees.
- 1.2.10. The Contractor shall deliver the bags to the City's depository vault location as specified on Exhibit A. The Contractor is not responsible for counting and sorting the coin collections.

2. ADDITIONAL SERVICES – AS REQUESTED

2.1 Coin and currency change order service

- 2.1.1 The Contractor shall have the ability to provide even cash-for-cash coin and currency change order service as needed by City departments.
- 2.1.2 The Contractor shall have a streamlined ordering process either through an online or phone system to request a change order.
- 2.1.3 The change order shall be delivered within 1-2 regularly scheduled service days after the request is made. For example, if a location only has deposit pickup services on

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Tuesdays & Thursdays each week, the change order service would not be delivered on a Monday, Wednesday, or Friday.

2.2 Smart Safe Cash Management Solution

- 2.2.1** Solution shall be capable of note validation, bulk note feed cash counting, securely storing cash, and have capacity to hold up to 2,000 currency notes.
- 2.2.2** Solution shall have a user console for auditing and reporting functionality by shift, employee, or supervisor.
- 2.2.3** Solution shall require dual custody control for currency removal.
- 2.2.4** Solution shall require secure Ethernet or wireless communication connectivity.
- 2.2.5** Solution shall include a warranty and 24/7/365 user help desk support by phone.

3. CONTRACTOR REQUIREMENTS

- 3.1.** The Contractor shall comply with the Provisions of Private Investigators and Private Security Agencies Act Article 4413 (29bb) V.T.C.S. as amended by the 69th Texas Legislature & Board Rules. The Contractor shall be licensed to provide armored car services in the State of Texas and shall provide a copy of license with proposal response.
- 3.2.** The Contractor shall have a minimum of five (5) years continuous related experience for the Services required in this Contract.
- 3.3.** The Contractor facility shall be located within 10 miles of the Texas State Capitol in Austin, Texas.

4. ADDITIONAL REQUIREMENTS:

- 4.1.** The Contractor shall pick up and deliver Property as specified in Exhibit A. Most departments are closed for City recognized holidays as specified in Section 0300, paragraph 51, however, Austin Energy Substations or other departments as specified by the City may be open and may request pickups for those days. Please note that City holidays do not always coincide with Federal Reserve (banking) holidays.
- 4.2.** Pickups made on any Federal Reserve (banking) or City holiday shall be secured and held at the Contractor's facility until delivered the next business day to applicable delivery locations as specified on Exhibit A.
- 4.3.** The Contractor facilities, vehicles, and equipment shall be in accordance with all Federal, State, local laws, and any other rules/regulations applicable to the industry for these specific Services.
- 4.4.** The City reserves the right to inspect the Contractor facilities, vehicles, and equipment that will be utilized to perform Services required under this Contract.

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PROPOSAL PREPARATION INSTRUCTIONS AND EVALUATION FACTORS
SOLICITATION NUMBER: RFP 7400 EAD3003REBID**

1. PROPOSAL FORMAT:

Submit one original paper copy and an electronic copy of the original proposal in PDF version on a flash drive. The original proposal shall contain ink signatures and shall be typed on standard 8 ½" X 11" paper, double-sided, and have consecutively numbered pages.

The proposal itself shall be organized in the following format and informational sequence. Use tabs to divide each part of the Proposal and include a Table of Contents:

Section I

Tab 1 – City of Austin Purchasing Office Documents - Complete and submit the following documents in Tab 1:

- A. Signed Offer Sheet
- B. Section 0605 Local Business Presence Identification Form
- C. Section 0630 Exceptions
- D. Section 0800 Non-Discrimination and Non-Retaliation Certification
- E. Section 0835 Nonresident Bidder Provisions
- F. Section 0840 Service-Disabled Veteran Business Enterprise
- G. Section 0900 Subcontracting/Sub-consulting Utilization Form
- H. Section 0905 Subcontracting/Sub-consulting Utilization Plan – only required to be returned if your firm is subcontracting
- I. Signed Addendums

Tab 2 – Authorized Negotiator: Include name, mailing address, email address, and telephone number of the officer or other representative in your organization authorized to negotiate and execute binding contract terms.

Tab 3 – References: Provide a list of three (3) current or previous clients in which your firm provides the same size and scope of services requested by the City. All client reference information must be documented and verifiable. Reference contacts must be aware that they are being used and agreeable to City interview for follow-up. References shall include the following:

- Company
- Company contract manager and title
- Direct telephone number and email address
- Number of locations for cash/check pick up
- Year contract was awarded, length of contract, annual, and total value of contract

Tab 4 – Executive Summary: Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Tab 5 – Service Model: Describe how your service model fits with the City's needs and requirements. Additionally, detail out:

- A breakdown of how services will be completed for Items 1.1, 1.2, 2.0, and 4.0. in Section 0500 Scope of Work.

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- Describe the staffing level that will be put in place to fulfill the Contract. Provide names (if available), titles, and duties of individuals assigned to this Contract and a general explanation of their daily schedule, leadership, and reporting responsibilities. Describe how these individuals will interface with City staff.
- Describe the type of equipment used to perform the services and technology that will be utilized.
- Describe how services will be tracked and/or reported to the City.
- Describe safeguards in place to ensure that services are delivered appropriately.
- Describe your contingency plan to ensure timely delivery. Describe your process for handling late service delivery or instances when services cannot be delivered as required under the contract.
- Describe your policy for one-time pick up cancellation with advance notice.
- Hiring policies
- Background checks
- Testing requirements

Additionally, under Section 0500 Item 2.2, please provide a solution for both a smart safe cash management solution and a solution to purchase a safe that doesn't require a secure ethernet or wireless communication connectivity. Make sure to include the pricing model for both types of solutions.

Tab 6 – Customer Service and Training: Provide a written outline detailing how customer service performance measurements are monitored and reported. Provide any standard industry training and additional training requirements that need to be met by armored car personnel.

Tab 7 –Implementation & Documents: Provide an assessment of all information and documentation required to complete the execution and implementation of the contract, including but not limited to the following:

- Provide a detailed list of tasks, resources and information required, and a proposed timeline to implement go-live in your processing environment.
- Provide all documents and/or agreements Proposer requires in order to finalize award. Be aware that no additional documentation will be accepted after the solicitation closing.
- Provide a detailed description of the transition process including any systems and data conversions, departmental communications, and training proposed.
- Section 0500 1.1.6. - Provide the City a sample of the documentation used for proof of pickup and delivery.

Section II

Price Proposal - Complete and submit Section 0610 Rate Sheet. Prices offered on the Rate Sheet shall be all inclusive of fees including all supplies (such as bill of lading book, manifest, pickup sheets, tags or forms). The Offeror shall not charge separately for administrative, overhead, per diem, shipping, transportation costs (travel time, fuel surcharges, mileage, stop-fee, etc.), or excess item or premise time fees to complete services. If pricing for these services are not submitted on Section 0610 Rate Sheet, then the Offeror may be deemed nonresponsive.

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Section III

Proposal Acceptance Period: All proposals are valid for a period of one hundred and eighty (180) calendar days subsequent to the RFP closing date unless a longer acceptance period is offered in the proposal.

Proprietary & Confidential Information: All material submitted to the City becomes public property and is subject to Texas Open Records Act upon receipt. If a respondent does not desire proprietary or confidential information in the submission to be disclosed, each page must be identified and marked proprietary or confidential at time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the Texas Attorney General. Failure to identify proprietary or confidential information will result in all unmarked sections being deemed non-proprietary or non-confidential and available upon public request.

Proposal Preparation Costs: All costs directly or indirectly related to preparation of a response to the RFP or any oral presentation required to supplement and/or clarify a Proposal which may be required by the City shall be the sole responsibility of the Proposer.

Compliance: The Proposer agrees to compliance with terms of this Request for Proposal (RFP) and with all applicable rules and regulations of Federal, State, and Local governing entities.

Service-Disabled Veteran Business Enterprise (“SDVBE”): Pursuant to the interim Service-Disabled Veteran Business Enterprise (SDVBE) Program, Offerors submitting proposals in response to a Request for Proposals shall receive a three point (3 percent) preference if the Offeror, at the same time the proposal is submitted, is certified by the State of Texas, Comptroller of Public Accounts as a Historically Underutilized Business and is a Service-Disabled Veteran Business Enterprise. This preference does not apply to subcontractors. To receive this preference, Offerors shall complete the enclosed Section 0840 Service-Disabled Veterans Business Enterprise Preference Form, in accordance with the Additional Solicitation Instructions included therein.

Section IV

EVALUATION FACTORS AND AWARD:

A. Competitive Selection: This procurement will comply with applicable City Policy. The successful Proposer will be selected by the City on a rational basis. Evaluation factors outlined in Paragraph B below shall be applied to all eligible, responsive Proposers in comparing proposals and selecting the Best Offeror. Award of a Contract may be made without discussion with Proposers after proposals are received. Proposals should, therefore, be submitted on the most favorable terms.

B. Evaluation Factors: All Proposals will be evaluated based on the following criteria and rankings.
Maximum 100 points.

- 1. Price Proposal:** Whichever Offeror offers the City the most competitive price will be awarded the maximum amount of points. Remaining points will be distributed on a pro-rated basis – Reference Section II **(35 points)**
- 2. Service Model & References:** The Proposer shall describe how their service delivery model fits with the City’s needs and requirements, including their solution(s) for the optional services described in the Scope of Work – reference Section I, Tab 5 **(35 points)**
- 3. Customer Service and Training:** reference Section I, Tab 6 **(10 points)**

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4. Implementation & Documents: reference Section I, Tab7 **(7 points)**

5. Local Business Presence: (Maximum 10 points)

Team's Local Business Presence	Points Awarded
Local business presence of 90% to 100%	10
Local business presence of 75% to 89%	8
Local business presence of 50% to 74%	6
Local business presence of 25% to 49%	4
Local presence of between 1 and 24%	2
No local presence	0

6. Service-Disabled Veteran Business Enterprise – reference Section 0840 SDVBE Contractor Certification **(Maximum 3 points)**

Presentations, Demonstrations Optional. The City will score proposals on the basis of the criteria listed above. The City may select a "short list" of Proposers based on those scores. "Short-listed" Proposers may be invited for presentations, or demonstrations with the City. The City reserves the right to re-score "short-listed" proposals as a result, and to make award recommendations on that basis.

Section 0605: Local Business Presence Identification

A firm (Offeror or Subcontractor) is considered to have a Local Business Presence if the firm is headquartered in the Austin Corporate City Limits, or has a branch office located in the Austin Corporate City Limits in operation for the last five (5) years, currently employs residents of the City of Austin, Texas, and will use employees that reside in the City of Austin, Texas, to support this Contract. The City defines headquarters as the administrative center where most of the important functions and full responsibility for managing and coordinating the business activities of the firm are located. The City defines branch office as a smaller, remotely located office that is separate from a firm's headquarters that offers the services requested and required under this solicitation.

OFFEROR MUST SUBMIT THE FOLLOWING INFORMATION FOR EACH LOCAL BUSINESS (INCLUDING THE OFFEROR, IF APPLICABLE) TO BE CONSIDERED FOR LOCAL PRESENCE.

NOTE: ALL FIRMS MUST BE IDENTIFIED ON THE MBEWBE COMPLIANCE PLAN OR NO GOALS UTILIZATION PLAN (REFERENCE SECTION 0900).

USE ADDITIONAL PAGES AS NECESSARY

OFFEROR:

Name of Local Firm	Dunbar Armored - Austin Branch	
Physical Address	1106 Smith Road, Austin, TX	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	<input checked="" type="checkbox"/> No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years?	<input checked="" type="checkbox"/> Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	<input checked="" type="checkbox"/> Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None however Brinks purchased Dunbar in August 2018. At some point we will fully integrate	
Physical Address	and service will be performed by Brinks staff.	
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No

Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

SUBCONTRACTOR(S):

Name of Local Firm	None	
Physical Address		
Is your headquarters located in the Corporate City Limits? (circle one)	Yes	No
or		
Has your branch office been located in the Corporate City Limits for the last 5 years	Yes	No
Will your business be providing additional economic development opportunities created by the contract award? (e.g., hiring, or employing residents of the City of Austin or increasing tax revenue?)	Yes	No

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 expenses incurred in reconstructing such checks. Checks that cannot be reconstructed will be covered at face value with a limit of \$2,000.00 per shipment.
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 forty five (45) 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.

Proposal Declarations

- EZ Change rates available upon request.
- Dunbar's proposal is based on no living/prevaling wage requirements.
- Dunbar's proposal is based on no M/WBE requirements.
- Deposits will be delivered to the JP Morgan Chase Bank 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 service transaction has not begun within 10 minutes of arrival due to delay by the City or once response code is received.
- Rates include up to ten items (bags) per pickup and a per pickup cash liability amount not to exceed \$100,000 per location and check liability not to exceed \$10,000,000.
- 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. When available, rates will be mutually agreed upon for these services.
- Pricing for our Smart Safe lineup can be obtained upon request however detail regarding volumes and specific requirements from the City is needed.
- Dunbar's proposal will remain valid for 90 days following the proposal submission date.
- Changes to the scope of work, liability amount, depository, pick-up location, etc. will result in a review of the contract and possible serviceability and/or pricing adjustments.
- All contracts and future endorsements, on Dunbar paper, must be signed via DocuSign.
- Dunbar Armored is willing to work with other local vendors as long as they are in footprint and on route. Pricing is subject to review of scope of work.
- Dunbar may, in its discretion, choose to perform any or all of the Services itself or through its employees, affiliate, agents, or independent subcontractors. Any employee, affiliate, agent or independent subcontractor performing Services shall be entitled to the benefit of every limitation and defense to which Dunbar is entitled hereunder. Notwithstanding the foregoing, Customer shall look solely to Dunbar for reimbursement of any Loss in accordance with the terms of this Agreement.

City of Austin, Texas
Section 0800
NON-DISCRIMINATION AND NON-RETALIATION CERTIFICATION

City of Austin, Texas
Equal Employment/Fair Housing Office

To: City of Austin, Texas,

I hereby certify that our firm complies with the Code of the City of Austin, Section 5-4-2 as reiterated below, and agrees:

- (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter, including affirmative action relative to employment, promotion, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection for training or any other terms, conditions or privileges of employment.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Equal Employment/Fair Housing Office setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with City and the Equal Employment/Fair Housing Office in connection with any investigation or conciliation effort of the Equal Employment/Fair Housing Office to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require of all subcontractors having 15 or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with the City subject to the terms of this chapter that they do not engage in any discriminatory employment practice as defined in this chapter

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Non-Discrimination and Non-Retaliation Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination and Non-Retaliation in Employment Policy

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

The Contractor agrees to prohibit retaliation, discharge or otherwise discrimination against any employee or applicant for employment who has inquired about, discussed or disclosed their compensation.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of

this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination and non-retaliation employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE THE CITY A COPY OF THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICIES ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION AND NON-RETALIATION POLICIES, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION AND NON-RETALIATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION AND NON-RETALIATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 and the City's Non-Retaliation Policy may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4 and the Non-Retaliation Policy.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination and Non-Retaliation Certificate of the Contractor's separate conforming policy, which the Contractor has executed and filed with the City, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payment, the Contractor's Non-Discrimination and Non-Retaliation Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 12th day of March, 2019

CONTRACTOR

Authorized
Signature

Title

Dunbar Armored



VP Bid Administration

Section 0835: Non-Resident Bidder Provisions

Company Name Dunbar Armored

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "non-resident Bidder"?

Answer: Dunbar operates a Branch in Austin, TX however our corporate office is in Hunt Valley, MD. Brink's corporate office is in Coppell, TX

- (1) Texas Resident Bidder- A Bidder whose principle place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
(2) Nonresident Bidder- A Bidder who is not a Texas Resident Bidder.
- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state?

Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Section 0840, Service-Disabled Veteran Business Enterprise Preference

Offeror Name
Dunbar Armored

Additional Solicitation Instructions.

- ☒ By checking this box, Offeror states they are NOT a certified Service-Disabled Veteran Business Enterprise seeking to claim preference points under the City of Austin's SDVBE Program.
- Offerors seeking to claim the Service-Disabled Veteran Business Enterprise (SDVBE) preference shall be certified **under one of the two following scenarios**. Offerors shall check one of the following boxes, input the data in the applicable table below and include this completed form in their Proposal.
 - ☐ **HUB/SV.** Offeror is certified as a Service-Disabled Veteran (SV) Historically Underutilized Business (HUB) by the Texas State Comptroller of Public Accounts.

Texas State HUB/SV Certification	
13-Digit Vendor ID (VID)	
HUB/SV Issue Date	
HUB/SV Expiration Date	

- ☐ **HUB/OTHER + Federal SDVOSB.** Offeror is certified by the Texas State Comptroller of Public Accounts as a Historically Underutilized Business in a HUB Eligibility Category other than Service-Disabled Veteran (SV) AND is verified by the US Veterans Administration as a Service-Disabled Veteran-Owned Small Business (SDVOSB). **Texas HUB Eligibility Categories:** HUB/BL (Black), HUB/AS (Asian), HUB/HI (Hispanic), HUB/AI (Native American), or HUB/WO (Women Owned).

Texas State HUB/OTHER Certification	
13-Digit Vendor ID (VID)	
HUB Eligibility Category	
HUB Issue Date	
HUB Expiration Date	

Federal SDVOSB Verification	
9-Digit DUNS	
SDVOSB Issue Date	
SDVOSB Expiration Date	

- Offeror Identity.** The Offeror submitting the Proposal shall be the same entity that is certified by the Texas State Comptroller of Public Accounts, AND if applicable as verified by the US Veterans Administration.
- Certification Status.** Offeror's certification(s) must be active on or before the Solicitation's due date for Proposals and shall not expire prior to the award and execution of any resulting contract.
- Confirmation of Certification(s).** Upon receipt of this completed form, the City will confirm the Offeror's certification(s): State: <https://mycpa.cpa.state.tx.us/tpasscmblsearch>. Federal: <https://www.vip.vetbiz.gov/>. The City will direct any questions concerning an Offeror's State or Federal certification status to the Offeror's contact person as designated on the Offer Form of their Proposal.
- Misrepresentation.** If the City determines that the Offeror requesting this preference is not certified by the State or Federal government if applicable, the Offeror will not receive the preference points. If the City determines that this misrepresentation was intentional, the City may also find the Offeror not responsible and may report the Offeror to the Texas State Comptroller of Public Accounts or if applicable to the US Veterans Administration. If the misrepresentation is discovered after contract award, the City reserves the right to void the contract.

Section 0900: SUBCONTRACTING/SUB-CONSULTING UTILIZATION FORM

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form**

SOLICITATION NUMBER: RFP 7400 EAD3003REBID
SOLICITATION TITLE: Citywide Armored Car Services

In accordance with the City of Austin's Minority and Women-Owned Business Enterprises (M/WBE) Procurement Program (Program), Chapters 2-9A/B/C/D of the City Code and M/WBE Program Rules, this Solicitation was reviewed by the Small and Minority Business Resources Department (SMBR) to determine if M/WBE Subcontractor/Sub-Consultant ("Subcontractor") Goals could be applied. Due to insufficient subcontracting/subconsultant opportunities and/or insufficient availability of M/WBE certified firms, SMBR has assigned no subcontracting goals for this Solicitation. However, Offerors who choose to use Subcontractors must comply with the City's M/WBE Procurement Program as described below. Additionally, if the Contractor seeks to add Subcontractors after the Contract is awarded, the Program requirements shall apply to any Contract(s) resulting from this Solicitation.

Instructions:

- a.) Offerors who do not intend to use Subcontractors shall check the "NO" box and follow the corresponding instructions.
b.) Offerors who intend to use Subcontractors shall check the applicable "YES" box and follow the instructions. **Offers that do not include the following required documents shall be deemed non-compliant or nonresponsive as applicable, and the Offeror's submission may not be considered for award.**

☒ **NO, I DO NOT intend to use Subcontractors/Sub-consultants.**

Instructions: Offerors that do not intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form) and include it with their sealed Offer.

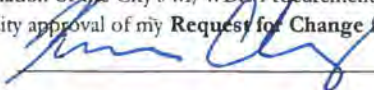
☐ **YES, I DO intend to use Subcontractors /Sub-consultants.**

Instructions: Offerors that do intend to use Subcontractors shall complete and sign this form below (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Form), and follow the additional Instructions in the (Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan). Contact SMBR if there are any questions about submitting these forms.

Offeror Information			
Company Name	Dunbar Armored		
City Vendor ID Code			
Physical Address	50 Schilling Road		
City, State Zip	Hunt Valley, MD 21031		
Phone Number	410-229-1845	Email Address	kevin.cleary@dunbaramored.com
Is the Offeror City of Austin M/WBE certified?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES Indicate one: <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> MBE/WBE Joint Venture		

Offeror Certification: I understand that even though SMBR did not assign subcontract goals to this Solicitation, I will comply with the City's M/WBE Procurement Program if I intend to include Subcontractors in my Offer. I further agree that this completed **Subcontracting/Sub-Consulting Utilization Form**, and if applicable my completed **Subcontracting/Sub-Consulting Utilization Plan**, shall become a part of any Contract I may be awarded as the result of this Solicitation. Further, if I am awarded a Contract and I am not using Subcontractor(s) but later intend to add Subcontractor(s), before the Subcontractor(s) is hired or begins work, I will comply with the City's M/WBE Procurement Program and submit the **Request For Change** form to add any Subcontractor(s) to the Project Manager or the Contract Manager for prior authorization by the City and perform Good Faith Efforts (GFE), if applicable. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form. I understand that, if a Subcontractor is not listed in my **Subcontracting/Sub-Consulting Utilization Plan**, it is a violation of the City's M/WBE Procurement Program for me to hire the Subcontractor or allow the Subcontractor to begin work, unless I first obtain City approval of my **Request for Change** form.

Kevin Cleary

 3/13/19

Name and Title of Authorized Representative (Print or Type)

Signature/Date

Dunbar's offer is based on no M/WBE requirements becoming part of any contract.

Section 0905: SUBCONTRACTING/SUB-CONSULTING UTILIZATION PLAN

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7400 EAD3003REBID
SOLICITATION TITLE: Citywide Armored Car Services

INSTRUCTIONS: Offerors who DO intend to use Subcontractors may utilize M/WBE Subcontractor(s) or perform Good Faith efforts when retaining Non-certified Subcontractor(s). Offerors must determine which type of Subcontractor(s) they are anticipating to use (CERTIFIED OR NON-CERTIFIED), check the box of their applicable decision, and comply with the additional instructions associated with that particular selection.

- ☐ I intend to use City of Austin CERTIFIED M/WBE Subcontractor/Sub-consultant(s).

Instructions: Offerors may use Subcontractor(s) that ARE City of Austin certified M/WBE firms. Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to confirm if the Offeror's intended Subcontractor(s) are City of Austin certified M/WBE and if these firm(s) are certified to provide the goods and services the Offeror intends to subcontract. If the Offeror's Subcontractor(s) are current valid certified City of Austin M/WBE firms, the Offeror shall insert the name(s) of their Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)

- ☐ I intend to use NON-CERTIFIED Subcontractor/Sub-Consultant(s) after performing Good Faith Efforts.

Instructions: Offerors may use Subcontractors that ARE NOT City of Austin certified M/WBE firms ONLY after Offerors have first demonstrated Good Faith Efforts to provide subcontracting opportunities to City of Austin M/WBE firms.

STEP ONE: Contact SMBR for an availability list for the scope(s) of work you wish to subcontract;

STEP TWO: Perform Good Faith Efforts (Check List provided below);

STEP THREE: Offerors shall insert the name(s) of their certified or non-certified Subcontractor(s) into the table below and must include the following documents in their sealed Offer:

- Subcontracting/Sub-Consulting Utilization Form (completed and signed)
- Subcontracting/Sub-Consulting Utilization Plan (completed)
- All required documentation demonstrating the Offeror's performance of Good Faith Efforts (see Check List below)

GOOD FAITH EFFORTS CHECK LIST –

When using NON-CERTIFIED Subcontractor/Sub-consultants(s), **ALL** of the following CHECK BOXES **MUST** be completed in order to meet and comply with the Good Faith Effort requirements and all documentation must be included in your sealed Offer. Documentation CANNOT be added or changed after submission of the bid.

- ☐ **Contact SMBR.** Offerors shall contact SMBR (512-974-7600 or SMBRComplianceDocuments@austintexas.gov) to obtain a list of City of Austin certified M/WBE firms that are certified to provide the goods and services the Offeror intends to subcontract out. (Availability List). Offerors shall document their contact(s) with SMBR in the "SMBR Contact Information" table on the following page.
- ☐ **Contact M/WBE firms.** Offerors shall contact all of the M/WBE firms on the Availability List with a Significant Local Business Presence which is the Austin Metropolitan Statistical Area, to provide information on the proposed goods and services proposed to be subcontracted and give the Subcontractor the opportunity to respond on their interest to bid on the proposed scope of work. When making the contacts, Offerors shall use at least two (2) of the following communication methods: email, fax, US mail or phone. Offerors shall give the contacted M/WBE firms at least seven days to respond with their interest. Offerors shall document all evidence of their contact(s) including: emails, fax confirmations, proof of mail delivery, and/or phone logs. These documents shall show the date(s) of contact, company contacted, phone number, and contact person.

Dunbar's offer is based on no M/WBE requirements becoming part of any contract.

**MINORITY- AND WOMEN-OWNED BUSINESS ENTERPRISE (MBE/WBE)
PROCUREMENT PROGRAM
Subcontracting/Sub-Consulting ("Subcontractor") Utilization Plan**

SOLICITATION NUMBER: RFP 7400 EAD3003REBID
SOLICITATION TITLE: Citywide Armored Car Services

(Offerors may duplicate this page to add additional Subcontractors as needed)

Subcontractor/Sub-consultant	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
Is the contractor/consultant a disadvantaged business?	
Is the contractor/consultant a minority-owned business?	

Subcontracting/Sub-Consulting	
City of Austin Certified	<input type="checkbox"/> MBE <input type="checkbox"/> WBE Ethnic/Gender Code: <input type="checkbox"/> NON-CERTIFIED
Company Name	
Vendor ID Code	
Contact Person	Phone Number:
Additional Contact Info	Fax Number: E-mail:
Amount of Subcontract	\$
Is the contractor/consultant a disadvantaged business?	
Is the contractor/consultant a minority-owned business?	

Tab 2.0 Authorized Negotiator:

Kevin Cleary (Vice President, Bid Administration), Kevin.Cleary@dunbararmored.com, 410-229-1845, 50 Schilling Road, Hunt Valley, Maryland, 21031

Tab 3.0 References:

1. City of Round Rock, Mike Schurwon, CPPB, CTPM, 221 E. Main Street, Round Rock, Texas 78664, (512) 218-6682, Email: mschurwon@roundrocktexas.gov
2. Williamson County D. Scott Heselmeyer, Williamson County Treasurer, 710 S. Main Street, Suite 105, Georgetown, TX 78626, Ph. # 512-943-1585, Fax # 512-943-1590, scott.heselmeyer@wilco.org
3. Baylor Scott and White Hospital Network, Carol Lynne Brown, Executive Assistant, 8080 N. Central Expressway, Suite 1700 LB83, Dallas, Texas 75206
Phone: 469-800-8550, Fax: 469-800-8551, CarolLynne.Brown@BSWHealth.org

Tab 4: Executive Summary

Proposer shall provide an Executive Summary of three (3) pages or less, in brief, concise terms, a summation of the proposal. Include the number of years your company has been in business, a summary of your company's history and experience, and how your organization will exceed the performance of other vendors in relation to the scope of work. Please also address how your organization will serve the City of Austin's needs relative to the needs of your other clients.

Please see attached for Executive Summary/ Dunbar Qualifications.

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1.0 Introduction and History

Since 1859, Dunbar Armored, Inc. ("Dunbar") and The Brink's Company ("Brink's") have delivered high quality armored services by leveraging a combination of talented personnel, advanced technology and industry best practices. Dunbar continues this practice by providing City of Austin with a comprehensive cash management solution.

Today's ever-evolving security threat landscape requires organizations to be prepared for anything and Dunbar is uniquely positioned to meet that challenge. Equipped to respond to any security concern, Dunbar provides our customers with complete protection including Armored Services, Cash Vault Services, Cash Manager Smart Safes, ATM Service and EZChange.

Our complete solutions are entirely customizable to fit each of our clients' security needs. And while each solution is unique they all share one important quality—our full commitment to keeping our clients safe by providing the industry's best risk management services.

We are structured to provide the highest level of service, account management and inquiry responsiveness. We strive to continually improve, refine and enhance the quality of service that we provide to our customers.

1.1 Executive Management

October, 2018

Ray Shemanski – Ray joined Brink's in October 2017 and currently serves as President of U.S. Business. His efforts are focused on expanding strategy to drive profitable growth and customer focus.

Lonny Warner – Lonny joined Brink's in January 2016 and currently serves as SVP and General Manager of Cash-in-Transit. He oversees the organization's armored truck fleet, drivers and routes.

Trent Nevill – Trent will join Brink's in November 2018 as SVP and General Manager of Cash Vault Services. He will oversee the organization's money processing, cash vault and coin operations.

Hans Moller – Hans joined Brink's in September 2014 and currently serves as SVP and Chief Financial Officer. He oversees the organization's accounting and finance operations and reporting.

Chris Cage – Chris joined Brink's in October 1986 and currently serves as SVP and General Counsel. He oversees legal contracts, litigation management, licensing and regulatory compliance.

Simon Davis – Simon joined Brink's in July 2018 and currently serves as SVP of Human Resources. He oversees the organization's field HR, total rewards, talent management and communications.

Tim Witt – Tim joined Brink's in 2017 and currently serves as SVP of Sales and Business Development. He oversees sales operations and new leads for national, regional and major accounts.

Rick Gruszecki – Rick joined Dunbar in April 1989 and currently serves as SVP of Customer Experience. He oversees marketing, sales enablement, bid administration and customer care.

1.2 Expertise

With extensive experience in the armored services and cash management business, Dunbar Armored continues to invest in the latest technology to provide our customers with full visibility and peace of mind. Our hand-held scanner technology, D-Trak[®] allows us to utilize an integrated system that tracks a client's deposits and provide this information directly to our customer via a web-based portal. Access to this daily information is unmatched in the industry.

Additionally, Dunbar's web-based reporting system, Valu-trak[®] provides our clients with current information to help manage their businesses, reduce costs and provide a higher degree of service for their own banking customers.

Dunbar does not simply propose a client/vendor relationship, but offers a true partnership with ongoing evaluations from both perspectives. This approach promotes mutually beneficial relationships that stand the test of time. In fact, a significant portion of Dunbar's clients have been with us for many years—testimony that this approach works.

Likewise, most of our managers have been in the cash-in-transit/cash vault business in excess of twenty years. Their objectives and interests are closely aligned to address our customers' concerns to their full satisfaction and are efficient in foreseeing problems and correcting performance issues. City of Austin will not experience the continuous change in management so prevalent among our competitors and can rely on our experienced team to oversee your daily operations.

1.3 The Dunbar Armored Vehicle and Identification

The Dunbar fleet is composed of over 1,600 units of varying models and types. Armored route trucks comprise nearly two-thirds of Dunbar's fleet. Our custom armored route truck bodies are mounted on 25,500 lbs. GVW Navistar chassis. Dunbar's route truck bodies have been constructed to meet or exceed the bullet resistance specifications as defined by The Underwriters Laboratories, Level III. With our continued capital investment in new equipment and strong fleet maintenance program through our onsite mechanics, our trucks are kept in excellent working order to meet our customers' needs.

Our distinct red, white, and black vehicles are easily identifiable by the public and the police departments. Dunbar Armored trucks are always manned by two (2) fully trained personnel. Over the years, we have made structural improvements to make it safer to accommodate new ways of moving larger volumes of cash and valuables.²

2.0 The Dunbar Network

Dunbar has operated cash vault facilities for more than 30 years. Since establishing our first cash vault services operation in Springfield, VA in 1986, Dunbar Cash Vault Services (DCVS) has grown to 40 operations located across the country.

Most of our cash vaults, with the exception of Springfield, VA and White Marsh, MD, are located inside the same building as our armored transportation operations. This close proximity enables us to take full advantage of the considerable operating efficiencies that exist to benefit our company and our customers.

² Any changes to Dunbar's vehicles, operations or procedures will be communicated in advance.

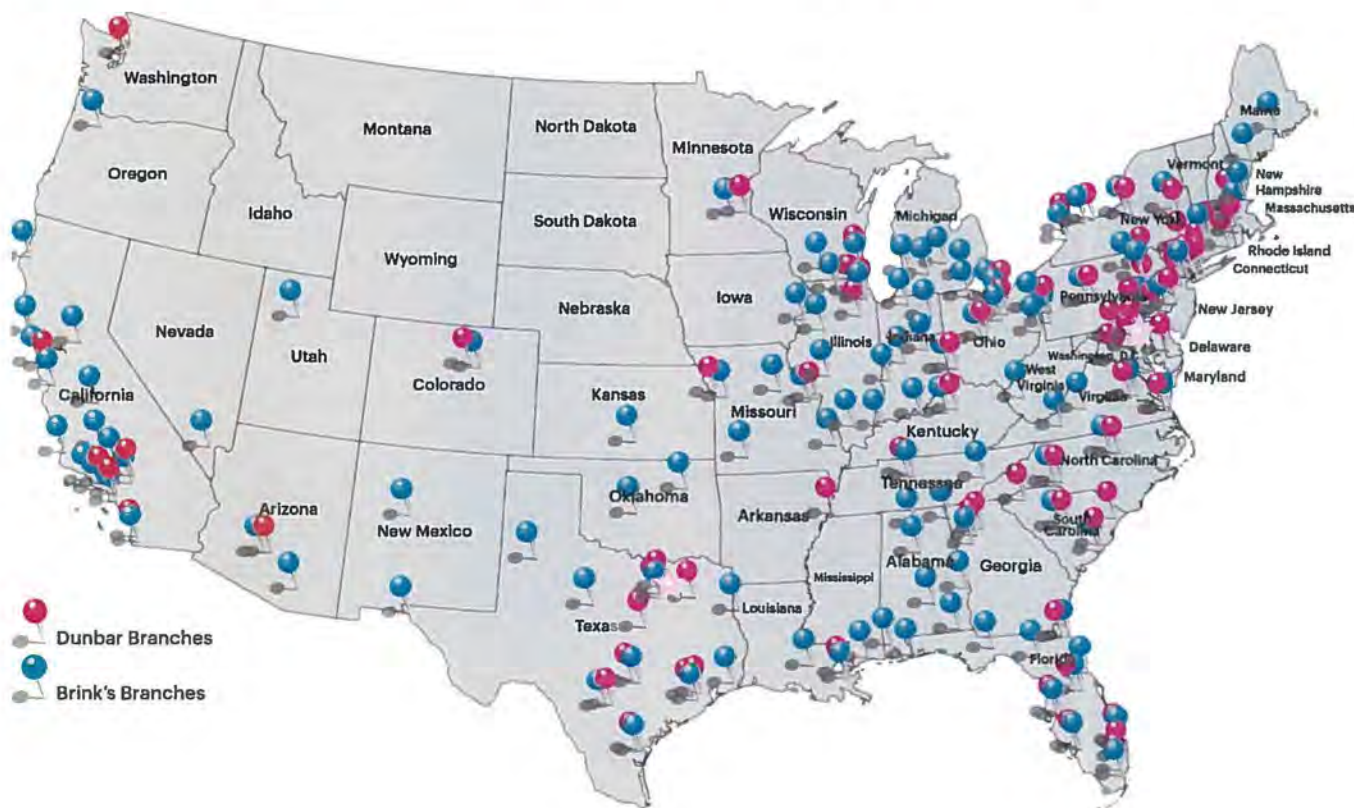
DCVS verifies and consolidates deposits for multiple location clients, distributes coin and currency shipments to and from the Federal Reserve Bank for financial institutions, provides change order delivery for commercial accounts, services ATM facilities, processes food stamps, and offers a variety of other services utilizing fully automated cash counting and verification equipment.

2.1 Armored Services Coverage

Brink's and Dunbar have come together to provide industry-leading security and cash management services to our customers throughout the United States. True to our heritage, we continue to grow, so that we're ready to support our customers today, tomorrow, and for whatever comes next.

Brink's has a global workforce of 62,300 associates as well as 118 armored locations that operate within the United States. It also operates a fleet of 12,600 vehicles across 41 countries, with customers in more than 100 countries.

Dunbar is comprised of more than 5,400 people in over 80 locations and 40 states. It operates a fleet of 1,600 trucks, which are now servicing 1,000,000 stops per month and has a customer base that exceeds 10,000 customers.



3.0 Safeguarding Cash Shipments

As Brink's and Dunbar continue to grow and adapt within the industry, security remains our main focus as an integrated business. Our custom security solutions have prevented loss and led to the success of our combined staff and clientele for generations. We provide our customers with the peace of mind knowing their valuables are protected and delivered with efficiency.

Dunbar operates three departments that focus on security:

- **Security**
- **Compliance & Training**
- **Firearms Security**

The **Security Department** consists of a National Director of Security and seven regional Security Directors. Dunbar's Security Directors are responsible for thoroughly investigating all loss incidents and robberies, as well as any reports of suspicious activity. This position is staffed by personnel who possess many years of law enforcement and investigative experience.

The **Compliance & Training Department** oversees a program unique to Dunbar. Our Compliance and Training Officers audit our facilities to ensure compliance with operational policies and procedures and survey routes for safety and security. The officers also work with external parties, such as insurers from London, who audit our facilities and procedures annually. This process increases credibility, minimizes losses and allows Dunbar to pass these benefits onto our customers.

The **Firearms Security Department** is led by Dunbar's National Firearms Instructors. The Firearms Instructors are trained in the NRA's Law Enforcement Firearms Instructors School and the program is certified by the NRA. Dunbar meets or exceeds state firearms training laws in each jurisdiction in which we operate.

3.1 Technology

Our business opportunities continue to trend upward as we are reaching historic benchmarks in terms of personalized service and technology. When it comes to security, we understand the importance of technology and the impact it has on your business. Dunbar continues to invest in the latest resources to increase security and maximize loss prevention.

Dunbar Valu-Trak® provides your business with a web-based portal for consolidated cash management data from multiple locations. Our proprietary system adds audit and loss prevention controls to better manage the daily cash logistics of your organization.³ Dunbar Valu-Trak allows access to all of your information through:

- **Dunbar D-Trak®** – Barcode scanning technology providing activity tracking for all deposits and change orders
- **Dunbar Veri-Trak®** – Cash vault reports detailing all deposit processing activity
- **Dunbar Cash-Aware®** – Wireless transactional reporting of all Cash Manager Safe activity
- **Web Ordering** – 24/7 order placement and activity details
- **Online Invoicing** – Access to invoices anytime, anywhere, with an option to receive monthly email reports

³ Any changes to Dunbar's Valu-Trak technology, procedures or web portal will be communicated in advance.

4.0 Full Service Organization

Dunbar is a full-service security organization with comprehensive cash management solutions including Armored Services, Cash Vault Services, Cash Manager Smart Safes, EZChange and ATM Service. Initially founded as an armored car company, we have since evolved to offer a complete portfolio of products and services for every aspect of our customers' needs. Whether our clients require protection for their cash or valuables, our team leverages an extensive knowledge and industry experience to deliver tailored solutions based on individual requirements.

4.1 Cash Management

Armored Services – Dunbar Armored trucks transport cash, coin and other valuables to and from our clients' businesses. This armored cash in-transit service is the core of our business, serving major retailers, financial institutions and government agencies nationwide. Our trucks keep commerce moving by securely transporting cargo and streamlining the cash management process, providing our customers peace of mind knowing their employees, deposits and change orders are protected.

Cash Vault Services – Our secure cash vaults are equipped with state-of-the-art technology to facilitate all processing requirements. The vaults verify and consolidate deposits for multiple locations, help streamline shipments to and from the bank, increase efficiencies and reduce risk of loss and theft.

Cash Manager Smart Safes – The Dunbar Cash Manager Smart Safe is an industry-leading total cash management solution that incorporates advanced cash accepting smart safe technology with services to mitigate risk and reduce overall costs and labor. They provide independent real-time wireless communication, armored car service, change order services, verification and guarantee of deposited funds, live web reporting, and a comprehensive service and warranty program to ensure reliability.

EZChange® – EZChange is available alongside our Armored Services to further improve your cash management operations. EZChange delivers the change you need directly to your door, eliminating reconciliations as well as the labor costs and risks associated with frequent trips to the bank.

ATM Service – Dunbar handles everything from cash order preparation to timely replenishment and settlement of your terminal. We'll manage deposit verification and residual cash, and even deliver your perishables (receipt paper, etc.) before you run short. ATM Service also grants access to detailed reports and expert conversion teams.

5.0 Customer Service

Dunbar provides a high level of customer service that is unique within the armored car industry and exceeds our clients' expectations. Our in-depth knowledge and experience, along with a complete continuum of cash management and security solutions, provide our customers with the tools they need for their expanding business requirements.

Dunbar's Operations and Sales staff is specifically structured to identify and resolve obstacles that impact productivity and quality assurance. We continue to expand our capabilities to offer a more efficient and personalized service for our customers.⁴

⁴ Any changes to Dunbar's customer service structure or operations will be communicated in advance.

Dunbar's **Client Help Desk** is located at our Headquarters in Hunt Valley, MD and staffed by our dedicated Customer Service Representatives. The Help Desk is in place to respond to customer inquiries in a timely fashion. Our customers can rely on a designated contact to assist with any questions or issues that may arise during the course of their service. This benefit has proven to be effective in personalizing the customer experience and improving the issue resolution process.

Dunbar's **Account Maintenance Program** provides our Account Executives with the resources needed to provide superior and personalized customer service. Our Account Executives are in contact with each account to understand their needs and offer the appropriate solutions. This enables Dunbar to ensure customer contentment and preserve our company's reputation in the marketplace.

6.0 Growth Capacity

Brink's and Dunbar continue to grow together as the industry leader in security and cash management. As a combined organization, our extended footprint will allow us to develop new opportunities while supporting our existing customer base.

We are investing in the best trucks, equipment and training for our personnel to gain a competitive advantage. We are constantly implementing new technologies to better service our customers and internal employees to improve communication, streamline processes and maximize performance. As an integrated organization, we can now leverage our shared value of customer success to better manage our customers' cash and valuables with greater quality and efficiency.

Our latest innovations and cutting edge technologies ensure that our customers receive the best possible service. We take pride in the security solutions we offer and look forward to discussing these approaches with City of Austin.

7.0 Invoicing

Dunbar offers an array of electronic invoice formats via the web. Customers can download full invoice detail of services and location charges in a variety of formats such as CSV, PDF, and XML. This provides the customer with the flexibility of downloading into an Excel spreadsheet or importing into their accounting system for reporting and payment.

The benefits of web invoicing include:

- Accelerated access to invoices
- Access to account and payment history
- Expedited invoice reconciliation
- Eliminated paper invoices
- Convenient file download formats
- Email notifications when new invoices are available

Dunbar's invoice payment is net 30 days. Discounts are not offered.⁵

⁵ Any changes to Dunbar's invoicing policies and procedures will be communicated in advance.

8.0 Business Continuity

Dunbar is structured to maximize business continuity in disruptive or catastrophic situations. Our satellite terminals provide our customers with assurance that alternate sites, referred to as "hot sites" are immediately available when needed. Most other carriers provide only a single mega terminal to service a specific region. If their terminal becomes inoperable, they will have difficulty in quickly establishing alternate sites.

Dunbar's facilities all utilize the same systems and processes. In the event of an emergency, customer accounts and information are loaded into the replacement site using our existing network of shuttles. Back-up computer data is placed in this adjoining site, enabling two sources of customer databases.

Our facilities also have sufficient capacity to absorb an additional workload. This can be accomplished by extending our hours of operation and transferring personnel from the down terminal. Our regionalized business continuity plan is duplicated throughout the Dunbar footprint but customized for individual terminals within the region.

Dunbar's philosophy of operating multiple branches rather than a large single facility provides back-up capabilities that other carriers cannot duplicate. Our local branch management team understands our customers' needs and facilitates the issue resolution process.

9.0 Insurance Coverage

Brink's and Dunbar provide an "All Risk" coverage known as transit and storage insurance for armored car services. There are no exceptions, warranties or conditions, except the standard war and nuclear exclusion. "All Risk" insurance covers currency, checks and other valuables against risk of physical loss or damage to the insured property up to your stated liability limits. Checks are subject to reconstruction.

This policy (through Lloyd's of London syndicates) also provides aggregate maximum loss coverage for employee fidelity coverage as extra assurance of performance. This insurance is included in our transit and storage policy. A certificate will be issued should we be awarded a contract, displaying liability limits consistent with your specifications.

9.1 General Insurance Coverage

Brink's and Dunbar carry public liability insurance for property damage and bodily injury in the amount of \$1,000,000/person and \$1,000,000/accident. This coverage is in place to protect our servants and agents performing work or furnishing services covered by this contract from all claims for personal injury, including loss of life, as well as from all claims for property damage which may arise from operations under this contract, whether caused by us or by anyone directly or indirectly employed by or acting for us. A certificate of this coverage will be furnished upon contract award.

9.2 Automobile Liability

Our automobile liability policy provides bodily injury and property damage combined single limits in the amount of \$2,000,000/accident.

9.3 Workers' Compensation

Our Worker's Compensation coverage will be provided with statutory minimum limits and is designed for your protection. Brink's and Dunbar do not believe in a 'least amount' approach as we have structured the "All Risk" coverage amounts to provide adequate protection based upon the potential volume of activity.⁶

10.0 Environmental Sustainability

Dunbar Armored has never violated any safety and/or environmental regulations. There are no hazardous materials contained in the products we provide.

We are currently investigating the possibilities of using biofuel in our vehicles. Biofuel can be broadly defined as fuel derived from recently dead biological matter, as opposed to fossil fuels which are derived from long dead material. Unlike fossil fuels which return carbon into the air, biofuels offer the possibility of producing energy without a net increase of carbon into the atmosphere. Therefore, biofuels are less likely to increase atmospheric concentrations of greenhouse gases.

Due to the secure nature of our business, the products and services offered by Dunbar Armored are not typically suitable for recycling purposes. We do not offer a take-back program for products at the end of their "life cycle" nor do we maintain a Hazardous Materials Management and Disposal Program. We also do not have a written policy pertaining to the protection of the environment. However, Dunbar does recycle all used oil, anti-freeze, parts cleaning solvent, etc. This is done through a national account with Safety-Kleen. Additionally, all hard parts such as batteries, alternators and other similar devices are recycled through an international dealer network.

Dunbar does have a policy in place to achieve optimum consumption of energy and water supplies in an energy-efficient manner. This is shown through Dunbar's preventative maintenance program, designed to keep our vehicles operating at peak efficiency. Dunbar also utilizes environmentally effective methods to reduce the consumption of goods, materials and waste production. For example, in an effort to reduce waste going into the dumpster, we do not use items such as Oil-Dri on our shop floors to clean up oil. Instead we use mops and buckets with water recycled by Safety-Kleen. Additionally, waste paper from our administrative functions is recycled through a paper shredding/recycling contract.

Dunbar ensures that the option to recycle materials is available for use and communicated clearly to our staff. Recycling receptacles are provided at every Dunbar location to accumulate discarded paper and aluminum cans.

11.0 Competitive Advantage

Brink's and Dunbar together form a solid foundation for success, combining the second and fourth largest cash management companies in the United States. As a united industry leader, the integration will help expand our national footprint and target a diverse customer base with a focus on small to big-box retailers, financial institutions, government agencies, and more.

Brink's and Dunbar will continue to tap into the best of both companies, including route density, branch optimization and administrative efficiencies to service customers in the most efficient way possible. In

⁶ Any changes to Brink's and Dunbar's "all risk" insurance, general insurance, automotive liability and workers' compensation coverage will be communicated in advance.

addition, our focus on employees, customer service and state-of-the-art technologies help differentiate us from the competition. From process improvements that increase security to enhanced training methods that improve productivity, we are committed to maximizing our potential in the industry.

Security is always our main focus, but quality, courteous and responsive customer service keeps us growing in this business. Our employees look for ways to solve customer problems before they become larger issues. We must constantly adapt to deliver a tailored, reliable, and efficient service our customers can expect.

From our trucks to our guards, we are built to provide a premium service that satisfies our customers in the most productive manner possible. Our core strengths stem from sharing the same goals, strategic outlook and dedication to our employees and customers.

12.0 Conclusion

Dunbar Armored is looking forward to future business opportunities with City of Austin. Our team approach, vast experience, adaptive systems, and reasonable price, make a partnership with Brink's and Dunbar the "best value" selection in the industry. Our combined efforts will only make our service offerings stronger for your business.

Rest assured knowing that all products, services, warranties, policies and procedures through Brink's and Dunbar are not changing in the short term. Any changes will be communicated to current and prospective customers.

Appendix A

See attached page

CompuSafe® Series 3

The Tidel Series cash management system is designed for organizations needing a secure, reliable, and auditable solution to deposit their cash.

The Series 3 is targeted towards low to moderate cash volume locations requiring an automated system to help reduce risk and improve operational efficiencies.



Hardware Features

- Single Note Validator
- One Standard (1,200) Note Cassette
- Individual Slot for Manual Drops
- Removable Note Validator Head
- Personal Identification Number (PIN) and/or iButtons
 - Allows managed access to functions, reports and instant access
- Integrated Thermal Printer



Software Features

- Includes Complete Cash Management System
- All Activity Auditable to an Individual User Through Use of PINs
- Cellular or Ethernet Connectivity
- Advanced Accounting Features Allow for Extensive List of Reports

Specifications:
Weight: 88 lbs.
Height: 27.75"
Width: 10.2"
Depth: 23"

CompuSafe® Series 4 & Series 4XL

Serviceability has never been easier and more cost-effective. The Tidel Series 4 main CPU board and power supply are easily accessible via the console, making service calls faster, more secure, and less expensive. The note validator maintenance door enables store managers to clear note jams without the need for a service call, providing substantial savings in cost and time.



Hardware Features

- 7" Color Console Screen
- Power Supply and Main CPU Board Accessible via Console
- 3 Bottom Options
 - Storage Vault (includes drop slot), Mailbox Drop Vault or Pedestal
- Support for Single or Bulk Note Validators
- Support for Two Standard (1,200 Notes) or XL (2,250 Notes) Cassettes
- Personal Identification Number (PIN) and/or iButton
 - Allows managed access to functions, reports, and instant access
- Note Validator Maintenance Door – Enables Validator Heads to be Removed in Event of Note Jam



Software Features

- Includes Complete Cash Management System
- All Activity Auditable to an Individual User Through Use of PINs
- Cellular or Ethernet Connectivity
- Advanced Accounting Features Allow for Extensive List of Reports

Specifications:
Weight: 149 lbs.
Height: 30.75"
Width: 12.25"
Depth: 23"

Our Services and Technology



Visibility

Capabilities

- Monitor CompuSafe® and store-level deposit details in “near real-time,” communications every 15 minutes
- View current cash position, cashier-level detail and analyze historical deposit trends
- Receive text or email alerts when safes reach a percentage of capacity, cash extractions occur, safes are not being used, etc.
- Receive tailored business reports automatically or view online

Benefits

- Automatic alerts reduce customer follow-up, research and time
- Make more impactful decisions with timely access to business information
- Active monitoring of cash handling procedures & company policy

<https://brinks.cirreon.com/>

Our Services and Technology



Visibility

Reporting
Features

Reports

[Business day balancing](#)

[Employee summary](#)

[Transaction list](#)

[Business day list](#)

[Deposits by employee](#)

[Deposits by register](#)

[Deposits by register \(column oriented\)](#)

[Pickup list](#)

[Pickup reconciliation](#)

[Open/close balancing](#)

[Hourly position](#)

[Bank deposit reconciliation \(Beta\)](#)

[Safe activity/uptime graph](#)

[View all metrics](#)

Safe day balancing report

Report parameters

Business date

[Print to PDF](#)

[Print to Excel](#)

[Close](#)

[Schedule](#)

IN	Currency
Deposited	
Safe	1,321.00
Manual drop	0.00
Total	1,321.00
Summary	Currency
Total deposit	
Total verified	1,321.00
Total manual	0.00
Total	1,321.00

Our Services and Technology

The screenshot displays a security management software interface. On the left, account details for 'Total deposit' (4,344.00) and 'Last pickup' (Tue Jun 17 08:57:40 AM CDT 2014) are shown. A table in the center lists cash deposits: 50 dollar (10, 500.00), 100 dollar (9, 900.00), and a total of 296 (6,202.00). Below this is a 'Notifications' section with an 'Add notification' button circled. On the right, a 'Reports' section lists options like 'Business day balancing' and 'Employee summary'. Overlaid on the interface are two 'Add notification' dialog boxes. The top dialog shows 'Notify me when' set to 'the safe is getting full' with a slider for 'Min. % full' and checkboxes for 'Send email notification' and 'Send text message notification'. The bottom dialog shows a dropdown menu with various notification triggers, with 'the safe is getting full' highlighted.

Denomination	Count	Amount
50 dollar	10	500.00
100 dollar	9	900.00
Total	296	6,202.00

Notifications

Add notification

Reports

- [Business day balancing](#)
- [Employee summary](#)
- [Transaction list](#)
- [Business day list](#)

Add notification

Notify me when *

the safe is getting full

Min. % full *

☒ Send email notification

☒ Send text message notification

Add notification **Cancel**

Add notification

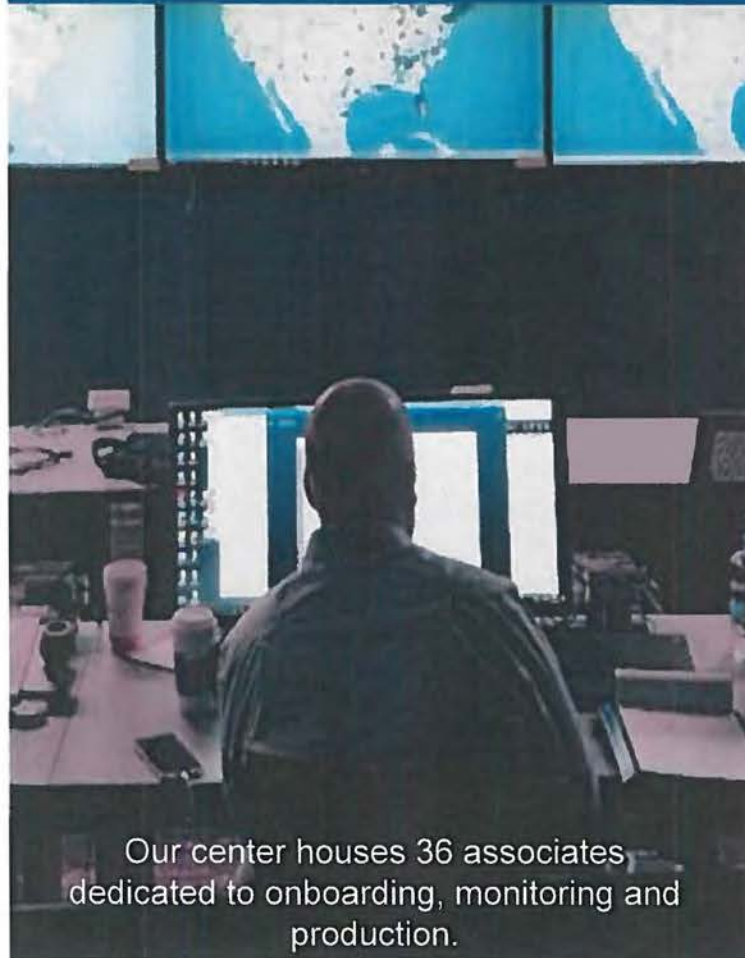
Notify me when *

- the safe contains too much cash
- a pickup is done
- the safe was not serviced on-time
- a deposit threshold was exceeded
- a safe ticket is opened
- the safe isn't communicating
- the safe is getting full**
- the safe has no activity
- the safe contents are outside target range

Visibility

Reporting Features

Brink's Difference - Proactive



Our center houses 36 associates dedicated to onboarding, monitoring and production.



Eliminate unnecessary FLM, SLM and branch dispatches, reducing field service costs



Proactive customer communication through multiple channels (customer portal, email, chat, mobile)



Real-time status updates, ticket submission via a Customer Portal



Enable LOB performance reporting and analytics (branch, FLM, customer)



Proactive acknowledgement of safe faults and auto-ticket creation



Automated routing and escalation of faults based on fault type and operations business rules



Automated dispatch routing to FLM, SLM and branch based on fault type and business rules



Real-time SMS messaging capability for branch dispatch and automated ticket status updates

Our Services and Technology

Daily Credit and Retail File Delivery



Brink's daily credit enables customers 24 hour earlier account reconciliation.

Monday

Normal
Business Day

**Tuesday
12 AM**



Retailers
automatically
transmit data from
in-store safe to
Brink's

**Tuesday
6 AM**

Brink's sends file to daily
credit banks and retail
corporate office for
reconciliation



**24 Hour
Advantage**



**Wednesday
6 AM**



Banks send file to
retail corporate office
for reconciliation

Differentiated Solutions



Tab 5: Service Model

1. A breakdown of how services will be completed for Items 1.1, 1.2, 2.0, and 4.0. in Section 0500 Scope of Work.

As the current provider of armored transportation services to the City of Austin, Texas, Dunbar Armored Will provide secure armored transportation services to include The Seasonal Pool locations, as well as the various Year Round Pick up locations the deposits will be protected overnight in Dunbar's Vault, with subsequent next day delivery to the depository.

2. Describe the staffing level that will be put in place to fulfill the Contract. Provide names (if available), titles, and duties of individuals assigned to this Contract and a general explanation of their daily schedule, leadership, and reporting responsibilities. Describe how these individuals will interface with City staff.

Dunbar Armored does not disclose personal information of employees. However, all guards are subject to background checks upon hire.

3. Describe the type of equipment used to perform the services and technology that will be utilized.
4. Describe how services will be tracked and/or reported to the City.
5. Describe safeguards in place to ensure that services are delivered appropriately.

The City of Austin, Texas will be provided with a receipt book – known as the "Red Book" – that must be filled out for each pick-up made by Dunbar, prior to Dunbar's arrival. The Dunbar Guard verifies the number of bags to be picked up, records the date and time the pick-up was made and signs the book. This is your record that the pick-up was made.

Dunbar Armored utilizes hand-held scanners for processing the armored pick-up and delivery. This product allows the scanning of deposit bags rather than the manual logging of the deposit information. This allows Dunbar the ability to provide our customers with unparalleled transportation information - including proof of delivery.

Dunbar's, web based reporting system, **Valu-Trak®** is our state-of-the-art system for tracking valuables and cash in transit. Dunbar's www.dunbarvalutrak.com website provides a secure password controlled system that allows customers to view yesterday's activity for their deposits, withdrawals and inventory. Our customers are able to track the initial pick-up through transport, view deposit verification information and place change orders on line which provides unmatched access to daily business information. This allows Dunbar customers to obtain vital information through a variety of reports for use with their cash management needs. Dunbar is the industry leader in providing this level a detailed real-time reporting for their customers. In addition, our systems provide Dunbar's operational team with route performance measurements and valuable statistics to assure that our customers consistently receive service that meets their needs.

6. Describe your contingency plan to ensure timely delivery. Describe your process for handling late service delivery or instances when services cannot be delivered as required under the contract.

Overview - Dunbar Armored is structured to maximize business continuity in catastrophic situations. Additionally, our business continuity plan is tested and proven. Dunbar's philosophy of "satellite" terminals provides our customers the assurance that alternate sites, referred to as "hot sites" are immediately

available when needed. Most other carriers provide only a single "mega terminal" to service a region. If this terminal becomes inoperable, they will have difficulty in quickly establishing alternate sites.

All Dunbar facilities have sufficient capacity to absorb an additional workload. This can be accomplished by extending our operating hours and transferring personnel from the down terminal. Our trucks may drive further but our customers will still see us arrive at their place of business.

We have attached a sample of our regionalized business continuity plan. This plan is duplicated throughout the Dunbar footprint but is customized for individual terminals within the region. As part of this plan we have a branch preparation checklist that begins 72 hours before an announced event. Our plan calls for reports to be filed every 12 to 24 hours.

Fire, Flood or Earthquake - In the event of an emergency, the duplicate operational systems utilized throughout the Dunbar network enables us to seamlessly transfer operations from one facility to another. Our organized system of shuttle trucks enables Dunbar to consolidate and deliver regional work to single delivery points.

Organized using a satellite terminal philosophy, Dunbar offers disaster recovery capabilities that can not be rivaled by other carriers. The concentration of our branches, redundancy of our systems and the ownership of a fleet of vehicles, allows us to operate during a disruption event with little or no impact to our customers.

Computer Systems - Dunbar's facilities all utilize the same systems and processes. In the event of an emergency, all that needs to occur in becoming operational as a replacement site is the loading of customer specific accounts and details. Using our existing network of shuttles, Dunbar places back-up computer data in an adjoining site. This enables two sources of customer databases.

Strikes - Dunbar operates is non union, therefore our services have never been interrupted by strike activities such as a lockout, work stoppage or other labor disputes. Over the years our employees have consistently voted to remain non union.

Satellite Philosophy - Dunbar's philosophy of operating multiple branches rather than a large single facility not only creates a bond with our customer base but also provides natural back-up capabilities that other carriers cannot duplicate. Our local branch management team quickly becomes familiar with their customers and develops a bond that minimizes problems and facilitates resolutions.

Dunbar utilizes system and procedure redundancy throughout our footprint. Our processes and hardware configurations are identical in all of our terminals. Recent hurricane events in Florida have verified the effectiveness of these plans. Should an event disable a Dunbar terminal we will utilize our back-up tapes and fleet of vehicles to move operations to a neighboring branch.

Summary - Dunbar is well structured to meet you needs regarding Disaster Recovery. Our preparation process applies whether the cause is a hurricane, earthquake, tornado, etc. Dunbar's plan addresses damage to facilities as well as equipment and impact to personnel.

These protocols help us to determine whether the relocation of a branch is required, and to arrange for the transfer of personnel from other Dunbar branches, etc. Our plan covers any type of event, from minimal building damage to major structural damage. Dunbar offers disaster recovery capabilities that cannot be rivaled by other carriers.

The concentration of our branches, redundancy of our systems and the ownership of a fleet of vehicles, allows us to operate, during a disruption event. Our goal is to minimize the operational impact on our facilities and our customers.



ACCELERATING CUSTOMER SUCCESS

Dunbar utilizes system and procedure redundancy throughout our footprint. The processes and hardware configurations in one branch/vault are identical in all terminals. Recent hurricane events in Florida have verified the effectiveness of these plans.

Should an event disable a Dunbar terminal we will utilize our back-up tapes and fleet of vehicles to move operations to a neighboring branch. Our routes will be longer but we will still arrive at our customer's door and they will not recognize any appreciable change in service levels.

7. Describe your policy for one-time pick up cancellation with advance notice.

Dunbar Armored can cancel pickups with 24 hours advance notice. We will adjust the monthly billing accordingly.

Tab 6: Customer Service & Training

Our Customer Service

In addition to a more than 55-year history of providing quality service that meets or exceeds contract Requirements, Dunbar Armored provides a high level of customer service that is unique in the armored car industry. Our Operations and Sales staff is organized to deliver faster, more efficient and more personalized customer service. We quickly identify and resolve obstacles to productivity and address issues related to quality. At the same time, we continue to expand our customer service capabilities to provide quick problem resolution.

Dunbar operates a Client Help Desk

Staffed by our dedicated Customer Service Representatives, the Client Help Desk is designed to meet the needs of our customers. The Help Desk is located at our Headquarters facility, and is structured to ensure our ability to respond to customer inquiries in a timely fashion.

Phone: 800-888-2129, Hrs of Operation: Monday.-Friday 8:30am-7:00pm.

Dunbar Armored has an Account Maintenance Program

Dunbar employs a nationwide staff of Account Executives whose responsibilities are not just limited to sales.

They are a close liaison to the customer. They help resolve individual problems and act as a conduit to funnel the problem to the appropriate Dunbar department. Dunbar's Account Executive, Sean Deome will be the point of contact for the City of Austin, Texas. He is located in our Austin branch location. He can be reached via his office number: (512) 385-3208 or E-mail: sean.deome@dunbararmored.com.

Tab 7 – Implementation & Documents:

Provide an assessment of all information and documentation required to complete the execution and implementation of the contract, including but not limited to the following:

- Provide a detailed list of tasks, resources and information required, and a proposed timeline to implement go-live in your processing environment.

As your current Armored Car Service provider, we are prepared to keep operations rolling along smoothly.

- Provide all documents and/or agreements Proposer requires in order to finalize award. Be aware that no additional documentation will be accepted after the solicitation closing.

The only additional documentation needed would be a signed contract. We can address this once the award is made.

- Provide a detailed description of the transition process including any systems and data conversions, departmental communications, and training proposed.

As mentioned, we are your current provider of armored car service, we can keep business running smoothly without and transition period.

- Section 0500 1.1.6. - Provide the City a sample of the documentation used for proof of pickup and delivery.

See next page attached.

Welcome to Dunbar.

Being prepared for Dunbar pickups and deliveries ensures that we are in and out of your location as quickly and safely as possible. Enter all of the required package details in this Red Book prior to the arrival of our guard. Refer to the instructions on the following pages for the proper way to prepare your shipments and fill out this Red Book.

Always verify the guard's A.V.S. card before releasing your deposit. Do not release your valuables to anyone whose identity is in doubt or if there is any suspicion of impersonation.

If in doubt, call your local branch: () _____

To order a new Red Book, or if you have questions about pickup times and service days, contact your local Branch Manager at the above telephone number.

For service inquiries and changes, billing and invoice questions, and system access and support, contact our **Corporate Client Services Department** by phone: (800) 888-2129 or by email: clientservices@dunbararmored.com.

Dunbar Armored Holiday Service Schedule

Your local branch may be closed on following holidays:

- | | |
|--------------------------|--------------------|
| ▪ New Year's Day | ▪ Labor Day |
| ▪ Martin Luther King Day | ▪ Columbus Day |
| ▪ Presidents' Day | ▪ Veteran's Day |
| ▪ Easter | ▪ Thanksgiving Day |
| ▪ Memorial Day | ▪ Christmas Day |
| ▪ Independence Day | |

Holiday service can be arranged by notifying your local branch manager at least two weeks in advance.

How to Identify a Dunbar Guard



Every guard must wear their All Valuable Shipments (A.V.S.) card while on duty, identifying them as authorized personnel to service your location. Do NOT release your shipment to a guard without an A.V.S. card. **No Tag – No Bag!**

More than just an ID

This unique identification badge is strictly controlled by Dunbar management – it is checked in and out of the Dunbar vaults and audited daily. The card contains a computer-generated color photograph of the employee which is updated annually. It also has the employee name, description, signature, specific badge number, and the name and number of the branch where the guard is employed. Made of heavy plastic, this identification card is worn around the neck and clipped to the uniform shirt for easy inspection.

Dunbar guards are NOT permitted to make a pickup or delivery without their A.V.S. card. It is YOUR responsibility to examine the badge closely to ascertain that the photograph and information match the guard in uniform. Any questions regarding the authenticity should immediately be called in to your local Branch Manager, whose telephone number is listed on the inside cover of this book.

Any losses that result from your failure to follow these conditions will be considered a breach of contract and any claim against Dunbar will be deemed to be waived.

RED BOOK PROCEDURES – COIN SHIPMENTS

Your deposit must be prepared in advance. This enables us to minimize premise time and exposure to risk.

Please complete the appropriate columns of the Red Book, following the instructions below.

All entries must be made in ink. Do not allow erasures of any kind by our personnel or your employees. To make corrections, simply draw a single line through the entire mistaken line, mark as "VOID," and re-enter the information on the next line.

Customer's Procedures – Please fill in the **black** section.

1. Enter the coin description.
2. Enter the dollar figure of your deposit.
3. Enter the total number of "COIN ONLY" packages you are shipping in the column marked "NO. OF SEALED PACKAGES."
This number is **very important** because it is the number for which our personnel will sign and verify.

Be sure to double-check your packages or containers for proper sealing. Dunbar Armored personnel sign for sealed packages and not a specific dollar figure. Dunbar Armored is not responsible for any shortage claimed with packages that are not sealed properly.

Dunbar Guard's Procedures – Our guard will fill in the **red** section.

1. The guard will fill out the "NO. OF PACKAGES" column using a written numerical value (example: One).
2. The guard will sign his or her full name.
3. The guard will record the date and time the package is received.

Please note: It is possible that the Coin Shipment page (left side) may not be used on every day of service. When the Currency and Other Shipment page (right side) is completed and a new page is started, please start a new Coin Shipment page as well. This allows the receipt book to be open to the coin and currency pages in use at the same time.

All daily currency and coin pickup information should be on corresponding pages.

EXAMPLE:

This Section To Be Filled Out By Shipper			This Section To Be Filled Out By DUNBAR ARMORED			
COIN DESCRIPTION	AMOUNT	NO. OF SEALED PACKAGE	DUNBAR GUARD TO SPELL OUT NO. OF SEALED PACKAGES	SIGNATURE	DATE	TIME
Mixed	46 55	3	Three	Joseph Driver	4/10/2010	2:15 pm
Mixed	64 39	2	Two	Joseph Driver	4/10/2010	2:15 pm

RED BOOK PROCEDURES – CURRENCY AND OTHER SHIPMENTS

Your deposit must be prepared in advance. This enables us to minimize premise time and exposure to risk.

Please complete the appropriate columns of the Red Book, following the instructions below.

All entries must be made in ink. Do not allow erasures of any kind by our personnel or your employees. To make corrections, simply draw a single line through the entire mistaken line, mark as "VOID," and re-enter the information on the next line.

Customer Procedures – Please fill in the **black** section.

1. Enter the bag number, if applicable.
2. Enter a description of the shipment.
3. Enter the dollar figure of your deposit.
4. Peel the barcode label from the corresponding line and apply to the bag. Be sure to place the appropriate barcode sticker on the correct bag. If necessary, cover any previous Dunbar barcode stickers.

*Be sure to double-check your packages or containers for proper sealing. Dunbar Armored personnel sign for sealed packages and not a specific dollar figure. **Dunbar Armored is not responsible for any shortage claimed with packages that are not sealed properly.***







Dunbar Guard's Procedures – Our guard will fill in the **red** section.

1. The guard will sign his or her full name.
2. The guard will record the date and time each package is received.

Please note: It is possible that the Coin Shipment page (left side) may not be used on every day of service. When the Currency/Other Shipment page (right side) is completed and a new page is started, please start a new Coin Shipment page as well. This allows the receipt book to be open to the coin and currency pages in use at the same time.

All daily currency and coin pickup information should be on corresponding pages.

EXAMPLE:

This Section To Be Filled Out By Shipper				This Section To Be Filled Out By DUNBAR ARMORED			Shipper MUST Place Label on Corresponding Package	
BAG NUMBER	DESCRIPTION	AMOUNT		SIGNATURE	DATE	TIME	BARCODE #	BARCODE LABEL
A256168	CASH	1,250	06	Joseph Driver	4/10/2010	2:15 pm	H7130992	
A256169	CHECKS	2,694	88	Joseph Driver	4/10/2010	2:15 pm	H7130993	
A256170	CASH	988	95	VOID	4/13/2010	10:05 am	H7130994	
A256170	CASH	985	45	Joseph Driver	4/13/2010	10:05 am	H7130995	
A256171	CHECKS	1265	72	Joseph Driver	4/13/2010	10:05 am	H7130996	
							H7130997	

**CITY OF AUSTIN
PURCHASING OFFICE
SOLICITATION NO. RFP 7400 EAD3003REBID
CITYWIDE ARMORED CAR SERVICES**

Section 0610 Rate Sheet

Pick Up Schedule	Monthly Fee	# of Months to be Billed Annually	Annual Fee (Monthly Fee x # of Months to be Billed Annually)
Year Round			
5 days/week, M-F	\$ 398.64	12	\$ 4,783.68
4 days/week, M-Th	\$ 308.04	12	\$ 3,696.48
3 days/week, MWF	\$ 235.56	12	\$ 2,826.72
2 days/week, T/Th	\$ 155.83	12	\$ 1,869.96
1 day/week, M	\$ 78.46	12	\$ 941.52
1 day/week, F	\$ 78.46	12	\$ 941.52
Seasonal March - October			
7 days/week	\$ 581.72	8	\$ 6,740.64
6 days/week	\$ 471.12	8	\$ 5,653.44
3 days/week	\$ 235.56	8	\$ 2,826.72
Seasonal June - August			
6 days/week	\$ 471.12	3	\$ 5,653.44
Pricing for the line item below will be used for informational purposes only and will not be used as an award factor.			
Additional Services As Requested			
Per Section 0500 Item 2.1, please provide a per trip fee for this service.	Per Trip Fee: \$ 18.12		
Please attach additional page(s) for other services your company can offer under this contract.			

GOAL DETERMINATION REQUEST FORM

Buyer Name/Phone	Erin D'Vincent 4-3070	PM Name/Phone	Gail Ray 4-7884
Sponsor/User Dept.	Citywide	Sponsor Name/Phone	N/A
Solicitation No	RFP 7400 EAD3003REBID	Project Name	Citywide Armored Car Services
Contract Amount	\$800,000	Ad Date (if applicable)	2/25/19
Procurement Type			
<input type="checkbox"/> AD – CSP <input type="checkbox"/> AD – Design Build Op Maint <input type="checkbox"/> IFB – IDIQ <input checked="" type="checkbox"/> Nonprofessional Services <input type="checkbox"/> Critical Business Need <input type="checkbox"/> Sole Source* <input type="checkbox"/> AD – CM@R <input type="checkbox"/> AD – JOC <input type="checkbox"/> PS – Project Specific <input type="checkbox"/> Commodities/Goods <input type="checkbox"/> Interlocal Agreement <input type="checkbox"/> AD – Design Build <input type="checkbox"/> IFB – Construction <input type="checkbox"/> PS – Rotation List <input type="checkbox"/> Cooperative Agreement <input type="checkbox"/> Ratification			
Provide Project Description**			
Armored car services for City locations handling cash			
Project History: Was a solicitation previously issued; if so were goals established? Were subcontractors/subconsultants utilized? Include prior Solicitation No.			
RFP 7400 EAD3003 had no goals. This is a rebid.			
List the scopes of work (commodity codes) for this project. (Attach commodity breakdown by percentage; eCAPRIS printout acceptable)			
99010 - 100%			
Erin D'Vincent		2/12/2019	
Buyer Confirmation		Date	

* Sole Source must include Certificate of Exemption

**Project Description not required for Sole Source

FOR SMBR USE ONLY			
Date Received	2/12/2019	Date Assigned to BDC	2/12/2019
In accordance with Chapter 2-9(A-D)-19 of the Austin City Code, SMBR makes the following determination:			
<input type="checkbox"/> Goals	% MBE	% WBE	
<input type="checkbox"/> Subgoals	% African American	% Hispanic	
	% Asian/Native American	% WBE	
<input type="checkbox"/> Exempt from MBE/WBE Procurement Program		<input checked="" type="checkbox"/> No Goals	

GOAL DETERMINATION REQUEST FORM

This determination is based upon the following:

- | | |
|--|---|
| <input type="checkbox"/> Insufficient availability of M/WBEs | <input type="checkbox"/> No availability of M/WBEs |
| <input type="checkbox"/> Insufficient subcontracting opportunities | <input checked="" type="checkbox"/> No subcontracting opportunities |
| <input type="checkbox"/> Sufficient availability of M/WBEs | <input type="checkbox"/> Sufficient subcontracting opportunities |
| <input type="checkbox"/> Sole Source | <input type="checkbox"/> Other |

If Other was selected, provide reasoning:

MBE/WBE/DBE Availability

There are ~~10~~ 0 MBE/WBE firms available

Subcontracting Opportunities Identified

No subcontracting opportunities

Rachelle Delouis

SMBR Staff

Signature/ Date

SMBR Director or Designee

Date

Returned to/ Date: