SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID #: SC-0509-15 **OPEN DATE: 2015-09-09**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BLDGS

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

NUMBER OF BIDS INVITED: (23) **NUMBER RECEIVED**: (5) **OTHER** (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend and increase award with Atlantic Companies, Inc., to increase monthly monitoring by $165.00 month, for the period of service from February 1, 2018 through October 28, 2018 in the amount of $1,485.00. To add the following three (3) locations at a monthly rate of $55.00 each; Normandy Community Center, Glen Myra Center and Hanna Park Dolphin Plaza, the new annual increase amount will be $1,980.00. The revised estimated annual expenditure amount will be $161,065.00, for a total award amount not-to-exceed $589,790.00.

This award will be encumbered by account: PWPB5A1SE-03406 to be executed by Purchase Order.

Attachments: Recommendation Memo, Vendor Quotes, Previous Awards

BUYER: MARILYN LAIDLER **RESPECTFULLY SUBMITTED** For- GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Chief, Public Buildings Division

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

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

City of Jacksonville, Florida

ONE CITY. ONE JACKSONVILLE.

Department of Public Works
Public Buildings Division
555 W. 44th Street
Jacksonville, FL. 32208
(904) 255-4343
www.coj.net

TO: Greg W. Pease, Chief

Procurement Division

THRU: John P. Pappas, P. E., Director

FROM: Roy Birbal, Chief

DATE: January 22, 2018

SUBJECT: BID #SC-0509-15 FIRE ALARM & SECURITY SYSTEMS MONITORING - AMENDMENT AND INCREASE REQUEST

The Public Buildings Division recommends approval to amend and increase the award for Fire Alarm & Security Systems Monitoring with Atlantic Companies, Inc. to increase the monthly monitoring by $165.00/month. for the period starting February 1, 2018 through October 28, 2018 in the amount of $1,485.00. We are adding the following three (3) locations at a monthly rate of $55.00 each: Normandy Community Center, Glen Myra Center and Hanna Park Dolphin Plaza. The new annual increase amount will be $1,980.00.

The revised estimated annual expenditure will become $161,065.00, for a total award amount not-to-exceed $589,790.00. Funding for this increase is available in Account No. PWPB5A1SE-03406 and will be encumbered by releases to the master blanket.

Your assistance in concurring with this recommendation for the respective award would be appreciated. If you have any questions or need additional information regarding this request, please contact Trina Serrano at 904-255-4342.

Attachments: Proposal
Previous Award

cc: Roy Birbal, Chief
cc: Marilyn Laidler, Procurement Analyst
cc: Ann Brackin, Public Works Contracts & Finance Manager
cc: Trina Serrano - Contract Administration Coordinator

ab

ATLANTIC COMPANIES

☐ Install
☐ Pre-wire

☐ Purchase Agreement
☐ Equipment Add-On
☒ Monitoring Agreement
☐ _____

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8679
FAX: 904-743-8466

This Agreement is made this 17TH day of JAN, 2018, by and between ATLANTIC COMPANIES (Seller) and CITY OF JACKSONVILLE - NORMANDY COMMUNITY CENTER (Purchaser) For the consideration and pursuant to the terms and conditions hereinafter mentioned Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at 1751 LINDSEY RD JACKSONVILLE, FL 32215 (Premises), and Purchaser agrees to buy equipment listed

Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.

BILLING ADDRESS ON FILE

☐ Temporary ☒ Permanent

MONITORING FOR COJ – NORMANDY COMMUNITY CENTER IS $55.00 MONTHLY / $660.00 ANNUALLY

CREDIT CARD TYPE: VISA☐ MC☐ AMX☐ DISC☐	CONNECTION CHARGE	-		
CARD HOLDER NAME:	JOB INSTALLATION	-		
NUMBER:	JOB DEPOSIT	-		
EXPIRATION DATE:	JOB COMPLETION BALANCE	-		
AMOUNT: $	MONTHLY MONITORING	$55.00		
SIGNATURE:	ANNUAL BACKUP MONITORING	-	+ TAX	
	PERMIT FEE	-		

☒ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

PASSWORD ON FILE

NAMES:	1 ON FILE	2 ON FILE
TELEPHONE: Home		
Office		
Mobile		
Email		

Home # _____

Mobile # _____

Work # _____ Fax # _____

Email _____

X _____ PURCHASER/SUBCRIBER/BUYER _____ DATE

JERRY GILL
CONSULTANT _____ MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

FL LIC. # EF 0001226 LIC. # EF20000570 GA LIC. # LU405163

Terms and Conditions

1 PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its items and conditions may be altered without the express written approval of an officer of the Seller

2 SELLER agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule.

3 FULL ONE-YEAR WARRANTY - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation. Seller reserves the right to use reconditioned parts in fulfillment of this warranty

Seller/Atlantic Companies extends to Purchasers warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems Seller will return this equipment to the original manufacturer for fulfillment of their warranty obligations

We will furnish the labor to remove and replace the defective part during the same one-year period

Seller/Atlantic Companies makes no other warranty except as herein specifically set forth, particularly any warranty of merchantability or fitness for any particular purpose, either express or implied in law

GENERAL: Furnishing of parts and labor as described above shall constitute fulfillment of all Seller/Atlantic Companies obligations with respect to this warranty, and replacement part will be warranted only for the unexpired portion of the original warranty

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system

Distributed by Atlantic Companies
1714 Cesery Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser Seller will perform service during normal working hours For emergency service Seller will charge you an emergency service labor premium

Seller will endeavor to perform service Within 48 hours after notification of a problem by the Purchaser

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire, flood lightening strikes or acts of God

This warranty does not cover service calls which do not involve defective workmanship or materials

IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES

4 SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, Which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability

shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty ($250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5 INDEMNIFICATION - Purchaser agrees to and shall indemnify and save harmless the Seller, its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller it agents, servants or employees

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service. Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6. CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement. Such services are initiated upon final payment for installation and pre-payment of service charges. All services may be discontinued anytime charges are unpaid or system is abused. Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt.

Monitoring service is billed and payable annually in advance. MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization

7 TELEPHONE OR INTERNET CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to secure telephone or internet service connections for systems Purchaser agrees to furnish any necessary telephone or internet services or telephone lines at Purchaser's own expense The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone or internet billing.

8 TESTING - It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9 RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon in said Premise and to remove the system or part from the premises Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right Furthermore Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part

10 FEES, CHARGES, RIGHTS AND COST OF COLLECTION - All fees and charges are payable in advance. Failure to pay fees, charges or other sums owed will result in your services being disconnected Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration. If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law. This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less All payments shall be due and payable at Seller's office set forth on the front of the Agreement Additionally there will be a 1 50%/month LATE CHARGE on Past Due Balances The minimum Late Charge is $3 00 Any action taken under paragraph 8 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser at any time or times after the date service is operative under this Agreement Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase In the event Purchaser objects to such increase, Seller may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser

In addition to these charges addressed above Purchaser agrees to pay upon demand, (a) any false alarm assessments, federal, state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement, (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions failed to close or properly secure a window, door or other protected point, or improperly adjusted CCTV camera monitors or accessory components

11 NOTICE TO PURCHASER - Under the Mechanic's Lien Law any person who helps to improve your property and is not paid has the right to enforce his claim against your property Under law, you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located

(a) BUYER'S RIGHT TO CANCEL this Agreement. Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name address and new signature thereon The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail

12 ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations commitments (either written or spoken) and writing pertaining hereto

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach.

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13 LITIGATION - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County Florida is a convenient forum.

14 CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent

15 THIRD PARTY INDEMNIFICATION - In the event any person not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance operation, or non-operation of the alarm system Purchaser agrees to indemnify defend and hold Seller to dealers, agents, installers their successors and assigns harmless from any and all claims and lawsuits including the payment of all damages expenses, costs and attorneys' fees whether these claims be based upon alleged intentional conduct active or passive negligence express or implied contract or warranty contribution or indemnification or strict or product liability on the part of Seller its dealers installers agents servants assign or employees This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages expenses and liability resulting in injury or death to third persons or injury to property of third persons which losses, damages expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee

Initial _____

ATLANTIC COMPANIES

☐ Install
☐ Pre-wire

☐ Purchase Agreement
☐ Equipment Add-On
☒ Monitoring Agreement
☐ _____

1714 CESERY BOULEVARD
JACKSONVILLE, FL 32211

FLORIDA: 904-743-8444
GEORGIA: 912-264-8679
FAX: 904-743-8466

This Agreement is made this 17TH day of JAN, 2018, by and between ATLANTIC COMPANIES (Seller) and CITY OF JACKSONVILLE - GLEN MYRA CENTER (Purchaser). For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at 1429 WINTHROP ST JACKSONVILLE, FL 32206 (Premises), and Purchaser agrees to buy equipment listed

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BILLING ADDRESS ON FILE

☐ Temporary ☒ Permanent

MONITORING FOR COJ – GLEN MYRA CENTER IS $55.00 MONTHLY / $660.00 ANNUALLY

CREDIT CARD TYPE: VISA☐ MC☐ AMX☐ DISC ☐	CONNECTION CHARGE	-		
CARD HOLDER NAME:	JOB INSTALLATION	-		
NUMBER:	JOB DEPOSIT	-		
EXPIRATION DATE:	JOB COMPLETION BALANCE	-		
AMOUNT: $	MONTHLY MONITORING	$55.00		
SIGNATURE:	ANNUAL BACKUP MONITORING	-	+ TAX	
	PERMIT FEE	-		

☒ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL

MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

PASSWORD ON FILE

NAMES:	1. ON FILE	2. ON FILE
TELEPHONE:	Home:	Home
	Office:	Office
	Mobile:	Mobile
	Email:	Email

Home # _____

Mobile # _____

Work # _____ Fax # _____

Email _____

X _____ _____
PURCHASER/SUBCRIBER/BUYER DATE

JERRY GILL
CONSULTANT

_____
MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information.

FL LIC. # EF 0001226 LIC. # EF20000570 GA LIC. # LU405163

Terms and Conditions

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We will furnish the labor to remove and replace the defective part during the same one-year period

Seller/Atlantic Companies makes no other warranty except as herein specifically set forth particularly any warranty of merchantability or fitness for any particular purpose either express or implied in law

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To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system

Distributed by Atlantic Companies
1714 Cesery Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser Seller will perform service during normal working hours For emergency service Seller will charge you an emergency service labor premium.

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EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA This warranty does not apply to the product or parts that have been damaged by accident abuse lack of proper maintenance, unauthorized alterations misapplication fire, flood, lightening strikes or acts of God

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IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES.

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(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability

shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty ($250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees, in the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

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The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

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Monitoring service is billed and payable annually in advance. MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization

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8 TESTING It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system.

9 RETENTION OF TITLE AND RIGHT OF ACCESS - The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment. Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon the said Premise and to remove the system or part from the premises Such removal if made by Seller shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right Furthermore Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part.

10. FEES, CHARGES, RIGHTS AND COST OF COLLECTION - All fees and charges are payable in advance. Failure to pay fees charges or other sums owed will result in your services being disconnected Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate whichever is less All payments shall be due and payable at Seller's office set forth on the front of the Agreement Additionally, there will be a 1 50%/month LATE CHARGE on Past Due Balances The minimum Late Charge is $3 00. Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser at any time or times after the date service is operative under this Agreement. Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase failing which it shall be conclusively presumed that Purchaser agreed to such increase In the event Purchaser objects to such increase, Seller may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser

In addition to these charges addressed above Purchaser agrees to pay upon demand, (a) any false alarm assessments, federal state and local taxes fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement, (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement, and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions, failed to close or properly secure a window door or other protected point, or improperly adjusted CCTV camera monitors or accessory components

11 NOTICE TO PURCHASER - Under the Mechanics Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property Under law you may protect yourself against such claims either by filing with the Court a 'No Lien Agreement' or a payment bond depending upon the law of the state where your property is located

(a) BUYER'S RIGHT TO CANCEL this Agreement Buyer may cancel this Agreement or purchase by mailing a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name, address and new signature thereon The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail

12 ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations commitments (either written or spoken) and writing pertaining hereto

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies. In the event of non-approval the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement

13. LITIGATION - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida Venue for resolution of any disputes arising under this Agreement, including litigation regardless of place of payment, shall be in a forum or court, as required, of competent jurisdiction in Duval County, Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County Florida, is a convenient forum.

14 CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent

15 THIRD PARTY INDEMNIFICATION - In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement, including but not limited to the design, maintenance, operation, or non operation of the alarm system, Purchaser agrees to indemnify, defend and hold Seller its dealers, agents installers, their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorneys' fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty contribution or indemnification, or strict or product liability on the part of Seller its dealers installers agents, servants, assign or employees This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses, damages and liability are solely and directly caused by the act or omissions of that employee

Initial _____

☐ Install
☐ Pre-wire

☐ Purchase Agreement
☐ Equipment Add-On
☒ Monitoring Agreement
☐ _____

1714 CESERY BOULEVARD
JACKSONVILLE, FL. 32211

FLORIDA 904-743-8444
GEORGIA 912-264-8679
FAX 904-743-8466

This Agreement is made this 17TH day of JAN, 2018, by and between ATLANTIC COMPANIES (Seller) and CITY OF JACKSONVILLE - HANNA PARK DOLPHIN PLAZA (Purchaser) For the consideration and pursuant to the terms and conditions hereinafter mentioned, Seller agrees to sell to Purchaser and to install, or cause to be installed in the premises of Purchaser, located at 500 WONDERWOOD DR JACKSONVILLE, FL 32233 (Premises), and Purchaser agrees to buy equipment listed

Terms and conditions of this purchase agreement appear on the back of this document. Read them before you sign it.

BILLING ADDRESS ON FILE

☐ Temporary ☒ Permanent

MONITORING FOR COJ – HANNA PARK DOLPHIN PLAZA IS $55.00 MONTHLY / $660.00 ANNUALLY

CREDIT CARD TYPE: VISA☐ MC☐ AMX☐ DISC☐	CONNECTION CHARGE	-		
CARD HOLDER NAME:	JOB INSTALLATION	-		
NUMBER:	JOB DEPOSIT	-		
EXPIRATION DATE:	JOB COMPLETION BALANCE	-		
AMOUNT: $	MONTHLY MONITORING	$55 00		
SIGNATURE:	ANNUAL BACKUP MONITORING	-	+ TAX	
	PERMIT FEE	-		

☒ MONTHLY ☐ QUARTERLY ☐ SEMI-ANNUAL ☐ ANNUAL
MONITORING BILLING CHOICES

EMERGENCY LIST: Please list those individuals to be called after authorities have been dispatched in the event you cannot be reached.

PASSWORD ON FILE

NAMES:	1. ON FILE	2. ON FILE
TELEPHONE:	Home:	Home:
	Office:	Office:
	Mobile:	Mobile:
	Email:	Email:

Home # _____

Mobile # _____

Work # _____ Fax # _____

Email _____

X _____ _____
PURCHASER/SUBCRIBER/BUYER DATE

JERRY GILL
CONSULTANT

_____
MANAGER APPROVAL

I understand that it is my responsibility to periodically (at least monthly) test and check my security system, and to notify the company promptly of service needs, and additionally to notify the company in writing of any changes in the Emergency List information

FL LIC. # EF 0001226 LIC. # EF20000570 GA LIC. # LU405163

Terms and Conditions

1 PRINTED AGREEMENT - None of the PRINTED AGREEMENT or its terms and conditions may be altered without the express written approval of an officer of the Seller

2 SELLER agrees to install specified systems on premises and to make any necessary inspections and tests to deliver system to Purchaser in operating condition in accordance with standard installation procedures of Seller The installation will be completed within a reasonable length of time based on the conditions inherent in the premises and Seller's installation schedule

3 FULL ONE-YEAR WARRANTY - Seller/Atlantic Companies promises to furnish a replacement part for any portion of Purchaser's security system that proves to be defective in workmanship or material under normal use for a period of one year from the date of installation Seller reserves the right to use reconditioned parts in fulfilment of this warranty

Seller/Atlantic Companies extends to Purchasers warranties for equipment not made by us granted us by manufacturers of such equipment used in Seller home systems Seller will return this equipment to the original manufacturer for fulfilment of their warranty obligations

We will furnish the labor to remove and replace the defective part during the same one-year period

Seller/Atlantic Companies makes no other warranty except as herein specifically set forth particularly any warranty of merchantability or fitness for any particular purpose either express or implied in law

GENERAL: Furnishing of parts and labor as described above shall constitute fulfilment of all Seller/Atlantic Companies obligations with respect to this warranty and replacement part will be warranted only for the unexpired portion of the original warranty

A bill of sale, cancelled check, or payment record shall be kept by Purchaser to verify purchase date and establish warranty period

To obtain service, call the office listed on the Purchase Agreement you signed at the time of purchase of your system:

Distributed by Atlantic Companies
1714 Cesery Boulevard
Jacksonville, FL 32211

Ready access to the system for service is the responsibility of the Purchaser Seller will perform service during normal working hours For emergency service, Seller will charge you an emergency service labor premium

Seller will endeavor to perform service Within 48 hours after notification of a problem by the Purchaser

EXCLUSIONS: This warranty applies only to units sold and retained within the continental USA This warranty does not apply to the product or parts that have been damaged by accident, abuse, lack of proper maintenance, unauthorized alterations, misapplication, fire flood, lightening strikes or acts of God

This warranty does not cover service calls which do not involve defective workmanship or materials.

IN NO CASE WILL SELLER/ATLANTIC COMPANIES BE RESPONSIBLE FOR CONSEQUENTIAL OR SPECIAL DAMAGES

4 SELLER NOT AN INSURER - It is specifically understood and agreed: That Seller is not an insurer; that insurance, if any, shall be obtained by Purchaser; that the payments provided for herein are based solely on the value of the service as set forth herein and are unrelated to the value of the Purchaser's property or Premises; THAT SELLER MAKES NO GUARANTEE OR WARRANTY,INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS THAT THE EQUIPMENT OR SERVICES SUPPLIED WILL AVERT OR PREVENT OCCURRENCES OR THE CONSEQUENCES THEREFROM WHICH THE SYSTEM OR SERVICE IS DESIGNED TO DETECT OR AVERT. Purchaser acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, Which may proximately result from a failure to perform any of the obligations herein, or the failure of the systems to properly operate with resulting loss to Purchaser because of, among other things:

(a) The uncertain amount or value of Purchaser's property or that of other persons kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert;

(b) The uncertainty of the response time of any police department, fire department, paramedic unit, patrol service or other such services or entities should such department or entity be dispatched as a result of a signal being received or an audible device sounding;

(c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Seller's failure to perform or by failure of its equipment to operate;

(d) The nature of the service to be performed by the Seller and the uncertain nature of occurrences which might cause injury or death to Buyer or any other person which the system or equipment is designed to detect or avert.

Purchaser understands and agrees that if Seller should be found liable for loss or damage due from a failure of Seller to perform any of the obligations herein, whatsoever, including, but not limited to installation, design, service, monitoring, or the failure of any system or equipment installed by, or service performed by Seller in any respect whatsoever, Seller's maximum liability

shall not exceed a sum equal to the annual service charge contracted herein or Two Hundred Fifty ($250.00) Dollars, whichever is less, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly from performance or nonperformance of the obligation imposed by this contract or from negligence, active or otherwise, of Seller, its agents, assigns or employees. In the event that the Purchaser wished Seller to assume greater liability, Purchaser may, as a matter of right, obtain from Seller a higher limited liability by paying an additional amount proportioned to the increase in damages, but such additional obligation shall in no way be interpreted to hold Seller as an insurer. Purchaser may also obtain such additional liability protection from insurance carrier, as Purchaser desires.

5 INDEMNIFICATION - Purchaser agrees to and shall indemnify and save harmless the Seller its employees and agents for and against all third party claims, lawsuits and losses arising out of or in connection with the operation or non-operation of the system or monitoring facilities whether these claims be based upon alleged intentional conduct or active or passive negligence on the part of Seller its agents, servants or employees

The Seller assumes no liability for delay in installation of the system, or interruption of service due to strikes, riots, floods, fires, acts of God, or any cause beyond the control of Seller including interruption in telephone service Seller will not be required to supply service to the Purchaser while interruption of service due to any such cause shall continue.

6 CENTRAL STATION SERVICES - Central station services consist of the receipt, analysis and response (dispatch of proper authorities) to signals from system installed under this Agreement Such services are initiated upon final payment for installation and pre-payment of service charges All services may be discontinued anytime charges are unpaid or system is abused Notice by certified or registered letter to billing address shall be deemed sufficient notice of discontinuation and shall be deemed effective for all purposes upon mailing and not receipt

Monitoring service is billed and payable annually in advance MONITORING SERVICE SHALL CONTINUE ON A YEARLY BASIS UNLESS CANCELLED IN WRITING BY EITHER PARTY NO LESS THAN 60 DAYS BEFORE ANNUAL RENEWAL DATE.

The Department or other organization to which the connection may be made or an alarm signal may be transmitted may invoke the provisions hereof against any claims by the Purchaser or by others due to failure of such Department organization

7 TELEPHONE OR INTERNET CONNECTIONS - Seller will assist Purchaser in making necessary arrangements to secure telephone or internet service connections for systems Purchaser agrees to furnish any necessary telephone or internet services or telephone lines at Purchaser's own expense The charge for the installation and continuation of this service shall be billed to the account of the Purchaser and will appear on his regular telephone or internet billing

8 TESTING -It is the responsibility of the Purchaser to test the system for proper operations periodically but not less than monthly Purchaser shall follow all instructions and procedures which Seller may prescribe for the operation and maintenance of the system

9 RETENTION OF TITLE AND RIGHT OF ACCESS The system shall remain the personal property of Seller until fully paid for in cash by Purchaser and Purchaser agrees to perform all acts which may be necessary to assure the retention of title to the system by Seller Purchaser understands and agrees that the installation of equipment owned by Seller does not create a fixture on the Premise as to that equipment Should Purchaser default in any payment for the system or part, then Purchaser authorized and empowers Seller to enter upon/in said Premise and to remove the system, or part from the premises Such removal, if made by Seller, shall not be deemed a waiver of Seller's right to damages Seller sustains as a result of Purchaser's default and Seller shall have the right to enforce any other legal remedy or right. Furthermore, Seller shall be in no way obligated to restore the premises to its original condition, or redecorate same in the event the system or part is removed as a result of Purchaser's default in payment, nor shall Seller be obligated or liable to Purchaser in any manner Risk of loss of the system, or any part of the same, shall pass to Purchaser upon delivery to the premises of such system or part

10 FEES, CHARGES, RIGHTS AND COST OF COLLECTION - All fees and charges are payable in advance Failure to pay fees, charges or other sums owed will result in your services being disconnected Further, when you are in default, Seller can require immediate payment (acceleration) of what you owe under the contract and take possession of the property Purchaser waives any right Purchaser has to demand for payment, notice of intent to accelerate and notice of acceleration If Seller hires an attorney to collect what Purchaser owes, Purchaser will pay the attorney's fee and court costs as permitted by law This includes any attorneys' fees Seller incurs as a result of any bankruptcy proceeding brought by or against Purchaser under federal law or an appellate proceeding Payment shall be due upon the receipt of invoices by Seller unless otherwise specified on the front hereof Interest shall accrue on all amounts more than thirty (30) days past due at the default rate of interest of 18% per annum or the maximum allowable rate, whichever is less All payments shall be due and payable at Seller's office set forth on the front of this Agreement. Additionally there will be a 1.50%/month LATE CHARGE on Past Due Balances. The minimum Late Charge is $3.00 Any action taken under paragraph 6 and/or paragraph 9 shall in no way prejudice Seller's right to collection of unpaid charges and costs herein enumerated If services are discontinued because of Purchaser's past due balance, and if Purchaser desires to have the monitoring service reactivated, Purchaser agrees to pay in advance to Seller a reconnect charge to be fixed by Seller at a reasonable amount. Seller shall have the right to increase the reoccurring service charge provided herein, upon written notice to Purchaser at any time or times after the date service is operative under this Agreement Purchaser agrees to notify Seller of any objections to such increase in writing within twenty (20) days after the date of the notice of increase, failing which it shall be conclusively presumed that Purchaser agreed to such increase In the event Purchaser objects to such increase, Seller may elect to (i) continue this Agreement under the terms and conditions in effect immediately prior to such increase, or (ii) terminate the Agreement upon fifteen (15) days advance notice to Purchaser

In addition to these charges addressed above, Purchaser agrees to pay upon demand, (a) any false alarm assessments; federal state and local taxes, fees or charges imposed by any governmental body or entity relating to the equipment or services provided under this Agreement, (b) any increase in charges to company or to Seller for the facilities needed to transmit signals under this Agreement; and (c) any service charge in the event Seller sends a representative to Purchaser's premises in response to a service call or alarm signals where Purchaser has not followed proper operating instructions failed to close or properly secure a window, door or other protected point, or improperly equipped CCTV camera, monitors or accessory components.

11 NOTICE TO PURCHASER - Under the Mechanic's Lien Law, any person who helps to improve your property and is not paid has the right to enforce his claim against your property Under law you may protect yourself against such claims either by filing with the Court a "No Lien Agreement" or a payment bond depending upon the law of the state where your property is located

(a BUYER'S RIGHT TO CANCEL this Agreement. Buyer may cancel this Agreement or purchase by making a written notice to the Seller postmarked not later than midnight of the third business day after the date this Agreement was signed Buyer may use the face of this Agreement as that notice by writing "I hereby cancel" by Buyer signature and by adding your name, address and new signature thereon The notice must be mailed to Seller at the office indicated in the Agreement and must be sent by either certified mail or registered mail

12 ENTIRE AGREEMENT - This instrument constituted the entire Agreement between the parties hereto with respect to the transactions described herein and supersedes all previous negotiations commitments (either written or spoken) and writing pertaining hereto.

This Agreement can only be changed by a written amendment signed by both parties or their duly authorized agent. No waiver or breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach

If any of the terms or provisions of this Agreement shall be determined to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

This Agreement becomes binding upon Seller only when signed by a District Sales Manager of Atlantic Companies In the event of non-approval, the sole liability of the Seller shall be to refund to Buyer the amount that has been paid to Seller upon execution of this Agreement.

13 LITIGATION - The laws of the State of Florida shall govern the terms of this Agreement and the parties agree to submit to the jurisdiction of the State of Florida Venue for resolution of any disputes arising under this Agreement, including litigation, regardless of place of payment, shall be in a forum or court, as required of competent jurisdiction in Duval County Florida, and the undersigned waives any venue rights he may possess and agrees that he shall not contest that Duval County, Florida, is a convenient forum.

14 CHANGES AND ASSIGNMENT - Purchaser acknowledges that the sale or transfer of the Premise by the Purchaser to a third party does not relieve Purchaser of his obligations under this Agreement Purchaser may not assign this Agreement unless Purchaser obtains prior written consent from Seller Seller may assign this Agreement or subcontract the work to be performed without notice to Purchaser or Purchaser's consent

15 THIRD PARTY INDEMNIFICATION In the event any person, not a party to this Agreement, shall make any claim of file any lawsuit against Seller for any reason relating to our duties and obligations pursuant to this Agreement including but not limited to the design, maintenance, operation or non operation of the alarm system Purchaser agrees to indemnify defend and hold Seller its dealers, agents installers their successors and assigns harmless from any and all claims and lawsuits, including the payment of all damages expenses, costs and attorneys' fees whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty contribution or indemnification or strict or product liability on the part of Seller, its dealers, installers, agents servants assign or employees This Agreement by Purchaser to indemnify Seller against third party claims as herein above set forth shall not apply to losses, damages, expenses and liability resulting in injury or death to third persons or injury to property of third persons which losses, damages, expenses and liability occur solely while an employee of Seller is on Purchaser's Premises in accordance with this Agreement and which losses damages and liability are solely and directly caused by the act or omissions of that employee

Initial _____

SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID #: SC-0509-15

OPEN DATE: 2015-09-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC BLDGS

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

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (5) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to increase award with Atlantic Companies, Inc., in the amount of $40,000.00 to cover as needed services. Total revised annual expenditure amount will be $159,580.00, for a total award amount not-to-exceed $588,305.00.

Funding will be encumbered by issuance of individual purchase orders from various accounts dependent upon building being serviced.

Attachments: Recommendation Memo, Previous Awards

BUYER: MARILYN LAIDLER

RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, CFM, Chief, Public Buildings Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 12/21/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 12/22/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID #: SC-0509-15 OPEN DATE: 2015-09-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC WORKS

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

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (5) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to utilize the Second Renewal Option with Atlantic Companies, Inc., to continue providing Fire Alarm and Security Monitoring to include maintenance and repair services at various locations. The estimated annual expenditure amount will be $119,580.00, which includes $94,380.00 for monitoring (143 @$55.00/month) and $25,200.00 for trouble calls (no calls are to exceed $500.00). Total revised estimated expenditure in the amount not-to-exceed $548,305.00. Period of Service will from October 29, 2017 through October 28, 2018, with two (2) one (1) year renewal options remaining.

This award to be funded by account: PWPB5A1SE-03406- to be encumbered by Purchase Order.

Attachments: Recommendation Memo, Vendor Letter, Previous Awards

BUYER: MARILYN LADLER RESPECTFULLY SUBMITTED GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, CFM, Chief, Public Buildings Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 10/19/17

OTHER:

ACTION OF AWARDING AUTHORITY DATE 10/19/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID# SC-0509-15 OPEN DATE: 2015-09-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC WORKS

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

NUMBER OF BIDS INVITED 23 NUMBER RECEIVED 5 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to increase award with Atlantic Companies, Inc., in the amount of $330.00 (6 months @$55.00) to add monitoring at 909 Haines Street. The revised annual expenditure amount will be $119,240.00, which includes $94,380.00 for monitoring (143 @ $55.00/month) and $25,200.00 remains unchanged for trouble calls. Total revised estimated expenditure amount not-to-exceed $478,725.00.

This award to be funded by account: PWPBSA15E-03405 to be encumbered by Purchase Order.

Attachments: Recommendation Memo, Vendor Quote, Previous Award(s)

BUYER: Marilyn Kadler
MARILYN KADLER

RESPECTFULLY SUBMITTED: Greg Pease
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Roy Birbal, Acting Chief, Public Buildings Division

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING 0 DATE: 4/27/17

Teresa R. Eichner

OTHER:

ACTION OF AWARDING AUTHORITY DATE: 4/27/17

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

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

FORM GB-100, Revised 12/2007

SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID #: SC-0509-15

OPEN DATE: 2015-09-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: SERVICE CONTRACT- ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC WORKS

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

NUMBER OF BIDS INVITED: (23) NUMBER RECEIVED: (5) OTHER (0)

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to amend award dated 01/14/16 to correct total expenditure amount it should be $109,475.00, not $390,475.00 as listed on award.

Recommend approval to utilize the First Renewal Option with Atlantic Companies, Inc., to continue providing Fire Alarm and Security Monitoring to include maintenance and repair services at various locations. The estimated annual expenditure amount will be $118,920.00, which includes $93,720.00 for monitoring (142 @$55.00/month) and $25,200.00 for trouble calls (no calls are to exceed $500.00). Total revised estimated expenditure in the amount not-to-exceed $428,395.00. Period of Service will from October 29, 2016 through October 28, 2017, with three (3) one (1) year renewal options remaining.

This award to be funded by account PWP85A15E-03405- to be encumbered by Purchase Order.

Attachments: Recommendation Memo, Vendor Letter, Previous Awards

This award subject to appropriation by the City in the fiscal year beginning October 1, 2016. No funds have been appropriated to date. The City has no obligation for payment and work hereunder is not authorized unless funds are appropriated for work herein. A written notification will be provided in the event funds are appropriated.

BUYER: Marilyn Ridler
MARILYN RIDLER

RESPECTFULLY SUBMITTED
Sr. GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: LUIS F. FLORES, CHIEF, PUBLIC BUILDINGS DIVISION

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

MEMBERS APPROVING 3 MEMBERS DISAPPROVING Ø DATE: 8-25-16

OTHER:

ACTION OF AWARDING AUTHORITY DATE 8/25/16

APPROVED DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

SUBJECT: FIRE ALARM & SECURITY SYSTEMS MONITORING

BID# SC-0503-15 OPEN DATE: 2015-03-09

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: PUBLIC WORKS

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

NUMBER OF BIDS INVITED 23 NUMBER RECEIVED 5 OTHER 0

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval to increase the award with Atlantic Companies in the amount of $120,000.00 for the installation of new devices for third party remote monitoring. Total revised estimated not to exceed expenditure in the amount of $390,475.00.

Funding Source: PWCP222PB519-08505-PW0577-01 - To be encumbered by purchase order

Attachments: Recommendation Memo, Vendor Quote and Previous Award

BUYER ANNETTE BURNEY

RESPECTFULLY SUBMITTED. GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY Luis F. Flores, Chief, Public Buildings Division

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING DATE 1-14-16

OTHER

ACTION OF AWARDING AUTHORITY DATE 1/14/16

APPROVED ✓ DISAPPROVED

OTHER

SIGNATURE OF AUTHENTICATION

FORM GS-108, Rev and 12/2007

SUBJECT: **FIRE ALARM & SECURITY SYSTEMS MONITORING**

BID# SC-0509-15 OPEN DATE: **2015-09-09**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT:

SERVICE CONTRACT - ONE (1) YEAR FROM DATE OF AWARD WITH FOUR (4) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: **PUBLIC WORKS**

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

NUMBER OF BIDS INVITED **23** NUMBER RECEIVED **5** OTHER **0**

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:

Recommend approval of award to the lowest responsive, responsible bidder, Atlantic Companies, to provide fire alarm and security systems monitoring for the City of Jacksonville. Period of service is for one (1) year from date of award in the not to exceed expenditure amount of $189,475.00: $94,380.00 ($7,865.00/month) plus the initial cost of transceivers in the amount of $95,095.00.

Funding Source: PWPB5A1SE-03406 - To be encumbered by purchase order

Attachments: Recommendation Memo, Tabulation and Terms and Conditions

BUYER: _____ RESPECTFULLY SUBMITTED: _____

ANNETTE BURNEY GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: **Luis F. Flores, Chief, Public Buildings Division**

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING 3 MEMBERS DISAPPROVING _____ DATE: 10-29-15

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE: 10/29/15

APPROVED ✓ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

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

FORM GB-108, Revised 12/2007

SC-0509-15	Atlantic Companies, Inc.	
10/29/2015	$189,475.00	Award
1/14/2016	$120,000.00	Increase
8/25/2016	$118,920.00	1st Renewal Option
4/27/2017	$330.00	Increase adding location 909 Haines St
10/19/2017	$119,580.00	2nd Renewal Option
12/21/2017	$40,000.00	Increase
Pending	$1,485.00	Increase
	$589,790.00	**Total Award**

QWS3270X 1/25/2018 1:58 PM
FAML6350 V5.1 ** NW COJ FAMIS PRODUCTION ** 01/25/2018
LINK TO: ACCOUNT SUMMARY INQUIRY 1:58 PM

FISCAL MO/YEAR : 04 2018 CURRENCY CODE :
INDEX CODE : PWPB5A1SE SECURITY - GUARD / ADT
SUBOBJECT : 03406 ALARM SERVICE
PROJECT :
PROJECT DETAIL :
GRANT :
GRANT DETAIL :
USER CODE :

S	JAN 2018	ANNUAL BALANCE	ALL YEARS BALANCE
ESTIMATED REVENUES	.00	.00	.00
REVENUES	.00	.00	.00
UNREALIZED REVENUES	.00	.00	.00
BUDGET	.00	137,111.00	137,111.00
EXPENDITURES	16,432.00	39,612.45	39,612.45
ENCUMBRANCES	-16,432.00	79,317.00	79,317.00
PRE-ENCUMBRANCES	.00	.00	.00
REMAINING BALANCE	.00	18,181.55	18,181.55

F1-HELP F2-SELECT F4-PRIOR F5-NEXT
F9-LINK F10-PRIOR-MO F11-NEXT-MO
G005 - PRIOR RECORD DISPLAYED