

**POUDRE RIVER PUBLIC LIBRARY DISTRICT
AGENDA ITEM SUMMARY**

Name of Requestor: Jeff Barnes
Appearance Date: June 8, 2015
Time Required: 15 Minutes
Date Decision Needed: June 8, 2015

Agenda Item:

IX. NEW BUSINESS
 b. New Courier Contract Approval

Objective: Approval of courier contract with Armored Knights, Inc.

Situation: In May, the Library District, with the assistance of the City of Fort Collins Purchasing Office, issued a bid proposal for pickup and delivery services of library materials between the libraries, Webster House Administration Center and the remote book drops. Four bids were received with the bid from Armored Knights, Inc. from Denver being the low bid. Based on discussions with Armored Knights' staff and reference checks, management is recommending acceptance of Armored Knights, Inc.'s bid. Their bid of \$1,075 per week is also slightly lower than the current contract.

The contract with Armored Knights, Inc. will be for one year beginning July 1, 2015 with an option of up to four annual renewals.

Advantages : The bid process assures the Library District is contracting for these pickup and delivery services at a fair, competitive price. Armored Knights, Inc. being the lowest responsive and responsible bidder is the appropriate choice as a result of the bid process.

Disadvantages: None

Requested Action:

Approval of contract with Armored Knights, Inc. for one year beginning July 1, 2015 with an option for four annual renewals.

Potentially Affected Interest: Current courier contractor and other proposal bidders.

Level of Public Interest and Participation: Low

SERVICES AGREEMENT

THIS AGREEMENT made and entered into the day and year set forth below by and between THE CITY OF FORT COLLINS, COLORADO, a Municipal Corporation, hereinafter referred to as the "City", as agent, on behalf of the Poudre River Public Library District (District), and ARMORED KNIGHTS INC., hereinafter referred to as "Service Provider".

WITNESSETH:

In consideration of the mutual covenants and obligations herein expressed, it is agreed by and between the parties hereto as follows:

1. Scope of Services. The Service Provider agrees to provide services in accordance with the scope of services attached hereto as Exhibit "A", consisting of three (3) pages and incorporated herein by this reference. Irrespective of references in Exhibit A to certain named third parties, Service Provider shall be solely responsible for performance of all duties hereunder.
2. The Work Schedule. The services to be performed pursuant to this Agreement shall be performed in accordance with the Work Schedule referenced in Exhibit A, above.
3. Contract Period. This Agreement shall commence July 1, 2015, and shall continue in full force and effect until June 30, 2016, unless sooner terminated as herein provided. In addition, at the option of the City, the Agreement may be extended for additional one year periods not to exceed four (4) additional one year periods. Renewals and pricing changes shall be negotiated by and agreed to by both parties. Written notice of renewal shall be provided to the Service Provider and mailed no later than thirty (30) days prior to contract end.
4. Delay. If either party is prevented in whole or in part from performing its obligations by unforeseeable causes beyond its reasonable control and without its fault or negligence, then the party so prevented shall be excused from whatever performance is prevented by such cause. To the extent that the performance is actually prevented, the Service Provider must provide written notice to the City of such condition within fifteen (15) days from the onset of such condition.
5. Early Termination by City/Notice. Notwithstanding the time periods contained herein, the City or District may terminate this Agreement at any time without cause by providing written notice of termination to the Service Provider. Such notice shall be delivered at least fifteen (15) days prior to the termination date contained in said notice unless otherwise agreed in writing by the parties. All notices provided under this Agreement shall be effective when mailed, postage prepaid and sent to the following addresses:

Service Provider:

Armored Knights, Inc.
Attn: Ryan Knight, Account Executive
375 Yuma Street
Denver, CO 80223
ryan@armoredknights.com

City:

City of Fort Collins
Attn: Purchasing
PO Box 580
Fort Collins, CO 80522

Copy to:

Seter & Vander Wall, P.C.
7400 E. Orchard Rd, Ste 3300
Greenwood Village, CO 80111

Copy to:

Poudre River Public Library District
Attn: Crystal Bollman
PO Box 580
Fort Collins, CO 80522

In the event of early termination by the City, the Service Provider shall be paid for services rendered to the date of termination, subject only to the satisfactory performance of the Service Provider's obligations under this Agreement. Such payment shall be the Service Provider's sole right and remedy for such termination.

6. Contract Sum. The City shall pay the Service Provider for the performance of this Contract, subject to additions and deletions provided herein, One Thousand Seventy-Five Dollars (\$1,075.00) per Week, as per the attached Exhibit "C", consisting of one (1) page, and incorporated herein by this reference.
7. City Representative. The City will designate, prior to commencement of the work, its representative who shall make, within the scope of his or her authority, all necessary and proper decisions with reference to the services provided under this agreement. All requests concerning this agreement shall be directed to the City Representative.
8. Independent Service Provider. The services to be performed by Service Provider are those of an independent service provider and not of an employee of the City of Fort Collins. The City shall not be responsible for withholding any portion of Service Provider's compensation hereunder for the payment of FICA, Workmen's Compensation or other taxes or benefits or for any other purpose.
9. Subcontractors. Service Provider may not subcontract any of the Work set forth in the Exhibit A, Statement of Work without the prior written consent of the city, which shall not be unreasonably withheld. If any of the Work is subcontracted hereunder (with the consent of the City), then the following provisions shall apply: (a) the subcontractor must be a reputable, qualified firm with an established record of successful performance in its respective trade performing identical or substantially similar work, (b) the subcontractor will be required to comply with all applicable terms of this Agreement, (c) the subcontract will not create any contractual relationship between any such subcontractor and the City, nor will it obligate the City to pay or see to the payment of any subcontractor, and (d) the work of the subcontractor will be subject to inspection by the City to the same extent as the work of the Service Provider.

10. Personal Services. It is understood that the City enters into the Agreement based on the special abilities of the Service Provider and that this Agreement shall be considered as an agreement for personal services. Accordingly, the Service Provider shall neither assign any responsibilities nor delegate any duties arising under the Agreement without the prior written consent of the City.
11. Acceptance Not Waiver. The City's approval or acceptance of, or payment for any of the services shall not be construed to operate as a waiver of any rights or benefits provided to the City under this Agreement or cause of action arising out of performance of this Agreement.
12. Warranty.
 - a. Service Provider warrants that all work performed hereunder shall be performed with the highest degree of competence and care in accordance with accepted standards for work of a similar nature.
 - b. Unless otherwise provided in the Agreement, all materials and equipment incorporated into any work shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be acceptable to City.
 - c. Service Provider warrants all equipment, materials, labor and other work, provided under this Agreement, except City-furnished materials, equipment and labor, against defects and nonconformances in design, materials and workmanship/workwomanship for a period beginning with the start of the work and ending twelve (12) months from and after final acceptance under the Agreement, regardless whether the same were furnished or performed by Service Provider or by any of its subcontractors of any tier. Upon receipt of written notice from City of any such defect or nonconformances, the affected item or part thereof shall be redesigned, repaired or replaced by Service Provider in a manner and at a time acceptable to City.
13. Default. Each and every term and condition hereof shall be deemed to be a material element of this Agreement. In the event either party should fail or refuse to perform according to the terms of this agreement, such party may be declared in default thereof.
14. Remedies. In the event a party has been declared in default, such defaulting party shall be allowed a period of ten (10) days within which to cure said default. In the event the default remains uncorrected, the party declaring default may elect to (a) terminate the Agreement and seek damages; (b) treat the Agreement as continuing and require specific performance; or (c) avail himself of any other remedy at law or equity. If the non-defaulting party commences legal or equitable actions against the defaulting party, the defaulting party shall be liable to the non-defaulting party for the non-defaulting party's reasonable attorney fees and costs incurred because of the default.
15. Binding Effect. This writing, together with the exhibits hereto, constitutes the entire

agreement between the parties and shall be binding upon said parties, their officers, employees, agents and assigns and shall inure to the benefit of the respective survivors, heirs, personal representatives, successors and assigns of said parties.

16. Indemnity/Insurance.

- a. The Service Provider agrees to indemnify and save harmless the City and District, their officers, agents and employees against and from any and all actions, suits, claims, demands or liability of any character whatsoever brought or asserted for injuries to or death of any person or persons, or damages to property arising out of, result from or occurring in connection with the performance of any service hereunder.
- b. The Service Provider shall take all necessary precautions in performing the work hereunder to prevent injury to persons and property.
- c. Without limiting any of the Service Provider's obligations hereunder, the Service Provider shall provide and maintain insurance coverage naming the City and District as an additional insured under this Agreement of the type and with the limits specified within Exhibit B, consisting of one (1) page, attached hereto and incorporated herein by this reference. The Service Provider before commencing services hereunder, shall deliver to the City's Director of Purchasing and Risk Management, P. O. Box 580 Fort Collins, Colorado 80522 one copy of a certificate evidencing the insurance coverage required from an insurance company acceptable to the City.

17. Entire Agreement. This Agreement, along with all Exhibits and other documents incorporated herein, shall constitute the entire Agreement of the parties. Covenants or representations not contained in this Agreement shall not be binding on the parties.

18. Law/Severability. The laws of the State of Colorado shall govern the construction interpretation, execution and enforcement of this Agreement. In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision of this Agreement.

19. Prohibition Against Employing Illegal Aliens. Pursuant to Section 8-17.5-101, C.R.S., et. seq., Service Provider represents and agrees that:

- a. As of the date of this Agreement:
 1. Service Provider does not knowingly employ or contract with an illegal alien who will perform work under this Agreement; and
 2. Service Provider will participate in either the e-Verify program created in Public Law 208, 104th Congress, as amended, and expanded in Public Law 156, 108th Congress, as amended, administered by the United States Department of Homeland Security (the "e-Verify Program") or the Department Program (the "Department Program"), an employment verification program established pursuant

to Section 8-17.5-102(5)(c) C.R.S. in order to confirm the employment eligibility of all newly hired employees to perform work under this Agreement.

- b. Service Provider shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or knowingly enter into a contract with a subcontractor that knowingly employs or contracts with an illegal alien to perform work under this Agreement.
 - c. Service Provider is prohibited from using the e-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.
 - d. If Service Provider obtains actual knowledge that a subcontractor performing work under this Agreement knowingly employs or contracts with an illegal alien, Service Provider shall:
 - 1. Notify such subcontractor and the City within three days that Service Provider has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and
 - 2. Terminate the subcontract with the subcontractor if within three days of receiving the notice required pursuant to this section the subcontractor does not cease employing or contracting with the illegal alien; except that Service Provider shall not terminate the contract with the subcontractor if during such three days the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.
 - e. Service Provider shall comply with any reasonable request by the Colorado Department of Labor and Employment (the "Department") made in the course of an investigation that the Department undertakes or is undertaking pursuant to the authority established in Subsection 8-17.5-102 (5), C.R.S.
 - f. If Service Provider violates any provision of this Agreement pertaining to the duties imposed by Subsection 8-17.5-102, C.R.S. the City may terminate this Agreement. If this Agreement is so terminated, Service Provider shall be liable for actual and consequential damages to the City arising out of Service Provider's violation of Subsection 8-17.5-102, C.R.S.
 - g. The City will notify the Office of the Secretary of State if Service Provider violates this provision of this Agreement and the City terminates the Agreement for such breach.
20. Special Provisions. Special provisions or conditions relating to the services to be performed pursuant to this Agreement are set forth in Exhibit "D", consisting of one (1) page, and in Exhibit "E", consisting of one (1) page, attached hereto and incorporated herein by this reference.

POUDRE RIVER PUBLIC LIBRARY DISTRICT
BOARD OF DIRECTORS PRESIDENT

By: _____

Date: _____

POUDRE RIVER PUBLIC LIBRARY DISTRICT
ACTING THROUGH ITS AGENT
THE CITY OF FORT COLLINS, COLORADO

By: _____
Gerry Paul
Purchasing Director

DATE: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

Assistant City Attorney

ARMORED KNIGHTS INC.

By: _____

Printed: _____

Title: _____
CORPORATE PRESIDENT OR VICE PRESIDENT

Date: _____

EXHIBIT A SCOPE OF WORK

1. The Service Provider will make two (2) circuits daily in A.M. Route #1 (Monday-Friday) as follows between Technical Services (TS) located at 301 E. Olive Street (also known as Webster House), the Old Town Library (OTL) located at 201 Peterson Street, Harmony Library (Harmony) located at 4616 South Shields on the Front Range Community College Campus, Council Tree Library (Council Tree) located at 2733 Council Tree Avenue, and all Remote Drop Boxes (Boxes) as previously determined. Route #2 as follows between Old Town Library, Webster House, Harmony Library, Webster House, Old Town Library, REA (Monday, Wednesday, Friday only), Council Tree (Monday, Wednesday, Friday only).

- **A.M. Circuit #1:** Up to 7 stops within Fort Collins City and including REA (Windsor) on Monday, Wednesday, Friday, (only) and up to 5 stops on Tuesday and Thursday.
- **A.M. Circuit #2:** Up to 12 stops within Fort Collins City (FTC) limits (including LaPorte) at OTL, Harmony, Council Tree, Technical Services, and all Boxes excluding REA.

Route: Driver #1, start at Old Town at 7 a.m., Webster House, Harmony Library, meets up with Driver #2 and transfers crates, then proceeds to Old Town, REA (Monday, Wednesday, Friday only), Council Tree (Monday, Wednesday, Friday only).

Route: Driver #2, start at Old Town at 8:10 a.m. proceeds to Webster House and do the transfer between Old Town, Harmony, Council Tree and Technical Services (TS). It would then proceed on to the box pickups, dropping the boxes as determined.

2. The Service Provider will make (1) complete circuit daily (Friday Evening & Sunday Morning) as follows between Old Town, Harmony, Council Tree, and all Boxes.

- **Friday Evening Circuit:** Up to *11 stops within Fort Collins City (FTC) limits (including LaPorte) at Old Town, Harmony, Council Tree and all Boxes.

Route: Start at Old Town at 5:45 p.m. and do the transfer between the Old Town, Harmony and Council Tree and Technical Services: and complete box collections dropping the boxes as determined.

**Special Notes: Friday Evening collection and transfer will include all materials (transfers, holds & book drops) and must be completed at the Harmony Library no later than 7:30 p.m. to allow for building security. Both Library staff and Service Provider couriers will work collaboratively to keep materials from being mixed up.*

- **Sunday Morning Circuit:** Up to **11 stops within Fort Collins City (FTC) limits (including LaPorte) at Old Town, Harmony, Council Tree, and all Boxes. No TS stop.

Route: start at Old Town at 7:30 a.m. and do the transfers between Old Town, Harmony and Council Tree Libraries; and complete box collections dropping the boxes as determined.

***Special Notes: Sunday morning collection and transfer will include all materials (transfers, holds & book drops) and can not be taken to the Harmony Library any earlier than 8:30 a.m. to allow for building security. Both Library staff and Service Provider couriers will work collaboratively to keep materials from being mixed up.*

3. Drop Times:

- Harmony Library – prior to 8:30 a.m. M-F; 11:00 a.m. Sunday
- Old Town Library – prior to 9:00 a.m. M-F; 11:30 a.m. Sunday
- Council Tree Library – prior to 9:30 M-F; noon Sunday
- Technical Services – opens at 7:00 a.m. M-F

Drop times are negotiable depending on the situation and circumstances of the Service Provider. All time changes must have prior approval of the District's Representative.

4. Service Provider must provide reliable transportation and dolly.
5. District requires itemized (number of visits per-site per month) monthly billing.
6. Monthly reports of concerns, issues and recommendations must be submitted to the District's Representative by the 10th of each month. Open, immediate and daily communication is required in conjunction with the monthly reports.
7. Service Provider must sign an electronic key card request form with Front Range Community College – Larimer for a key card to Harmony Library (Service Provider will work with Library's Project Manager on this).
8. Holiday service will be determined in partnership with the District's Representative.
9. Should an expansion or contraction of services be deemed necessary, the parties will work in good faith to negotiate a revision to the rates.
10. Remote Drop Box Locations:
 - a. Fort Collins Senior Center at 1200 Raintree Dr. in Fort Collins
 - b. First National Bank at 155 E. Boardwalk in Fort Collins
 - c. King Soopers at 1842 N College Ave. in Fort Collins
 - d. Cache La Poudre Elementary & Junior High School at 3511 W. County Road 54G in LaPorte
 - e. King Soopers at 2602 Timberline Rd in Fort Collins
 - f. Poudre Valley Rural Electric Association at 7649 REA Pkwy in Windsor, CO
 - g. Annunciation Chapel at 290 E County Road 56 in Fort Collins
11. Size of Crates:
 - Blue (closed top) 15" x 22" x 12"
 - Blue collapsible (open top) 14" x 21" x 11"
 - Small gray or red solid 15" x 22" x 10"
12. Number of Crates Between Library Sites (average is 20 crates per bldg. which will change with the reduction in runs and the use of Floating Collections by the District):
 - First delivery:

Old Town	6-9 transits	avg = 19-20 crates
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	3-6 holds 2-4 new	
Harmony	8-10 transits 4-6 holds 3-5 new	avg = 20-22 crates
Council Tree	12-15 transits 5-7 holds 2-4 new	avg = 22-24 crates

- Mid delivery:
 - Old Town 3-7 drop boxes & holds
 - Harmony 5-10 drop boxes & holds
 - Council Tree 7-10 drop boxes & holds
- Number of items per Crate:
 - Blue collapsible (open top) 50-80 items
 - Blue (closed top) 50-70 items
 - Small gray/red 15-25 items
- Approximate weight (loaded):
 - Blue collapsible 20-40 lbs
 - Blue (closed top) 20-40 lbs
 - Small gray/red 5-15 lbs

13. Service Provider **must** have verifiable similar experience and ability to provide staff and equipment to complete required number circuits, handle average number of crates, and at specified drop times every day District facilities are open.

14. Holiday Schedule (2015)

Thursday	January 1st	New Year's Day
Sunday	April 5th	Easter Sunday
Monday	May 25th	Memorial Day
Saturday	July 4th	Independence Day
Monday	September 7th	Labor Day
Wednesday	November 25th	Thanksgiving Eve - Will close early at 3:00 p.m.
Thursday	November 26th	Thanksgiving Day
Thursday	December 24th	Christmas Eve - Will close early at 3:00 p.m.
Friday	December 25th	Christmas Day
Thursday	December 31st	New Year's Eve - Will close early at 5:00 p.m.
Friday	January 1st (2016)	New Year's Day

EXHIBIT B INSURANCE REQUIREMENTS

1. The Service Provider will provide, from insurance companies acceptable to the City, the insurance coverage designated hereinafter and pay all costs. Before commencing work under this bid, the Service Provider shall furnish the City with certificates of insurance showing the type, amount, class of operations covered, effective dates and date of expiration of policies, and containing substantially the following statement:

"The insurance evidenced by this Certificate will not reduce coverage or limits and will not be cancelled, except after thirty (30) days written notice has been received by the City of Fort Collins."

In case of the breach of any provision of the Insurance Requirements, the City, at its option, may take out and maintain, at the expense of the Service Provider, such insurance as the City may deem proper and may deduct the cost of such insurance from any monies which may be due or become due the Service Provider under this Agreement. The City, its officers, agents and employees shall be named as additional insureds on the Service Provider's general liability and automobile liability insurance policies for any claims arising out of work performed under this Agreement.

2. Insurance coverages shall be as follows:
 - A. Workers' Compensation & Employer's Liability. The Service Provider shall maintain during the life of this Agreement for all of the Service Provider's employees engaged in work performed under this agreement:
 1. Workers' Compensation insurance with statutory limits as required by Colorado law.
 2. Employer's Liability insurance with limits of \$100,000 per accident, \$500,000 disease aggregate, and \$100,000 disease each employee.
 - B. Commercial General & Vehicle Liability. The Service Provider shall maintain during the life of this Agreement such commercial general liability and automobile liability insurance as will provide coverage for damage claims of personal injury, including accidental death, as well as for claims for property damage, which may arise directly or indirectly from the performance of work under this Agreement. Coverage for property damage shall be on a "broad form" basis. The amount of insurance for each coverage, Commercial General and Vehicle, shall not be less than \$1,000,000 combined single limits for bodily injury and property damage.

In the event any work is performed by a subcontractor, the Service Provider shall be responsible for any liability directly or indirectly arising out of the work performed under this Agreement by a subcontractor, which liability is not covered by the subcontractor's insurance.

EXHIBIT C
COMPENSATION

8114 COURIER SERVICES – LIBRARY DISTRICT
BID SCHEDULE

Please fill-in the daily and total charges for each circuit.

Completed Bid Schedule is only document required to submit bid.

CIRCUIT	FREQUENCY	RATE/DAY	# of Days	TOTAL
Weekdays (M-F)	1x/day	\$ <u>153⁰⁰</u> /day	x 5 days =	\$ <u>765⁰⁰</u>
+ Friday Evening	1x/day	\$ <u>115⁰⁰</u> /day	x 1 day =	\$ <u>115⁰⁰</u>
+ Sunday Morning	1x/day	\$ <u>195⁰⁰</u> /day	x 1 day =	\$ <u>195⁰⁰</u>
TOTAL COST PER WEEK:				\$ <u>1075⁰⁰</u>

Ryan Knight
SIGNATURE

May 12th 2015
DATE

Ryan Knight, Account Executive
TYPED OR PRINTED NAME AND TITLE

ryan@armoredknights.com
EMAIL

Armored Knights Inc (402)341-2600
COMPANY NAME (AREA CODE) TELEPHONE

375 Yuma Street Denver CO 80223
ADDRESS: STREET CITY, STATE, ZIP

EXHIBIT D DELIVERY FLOW CHART

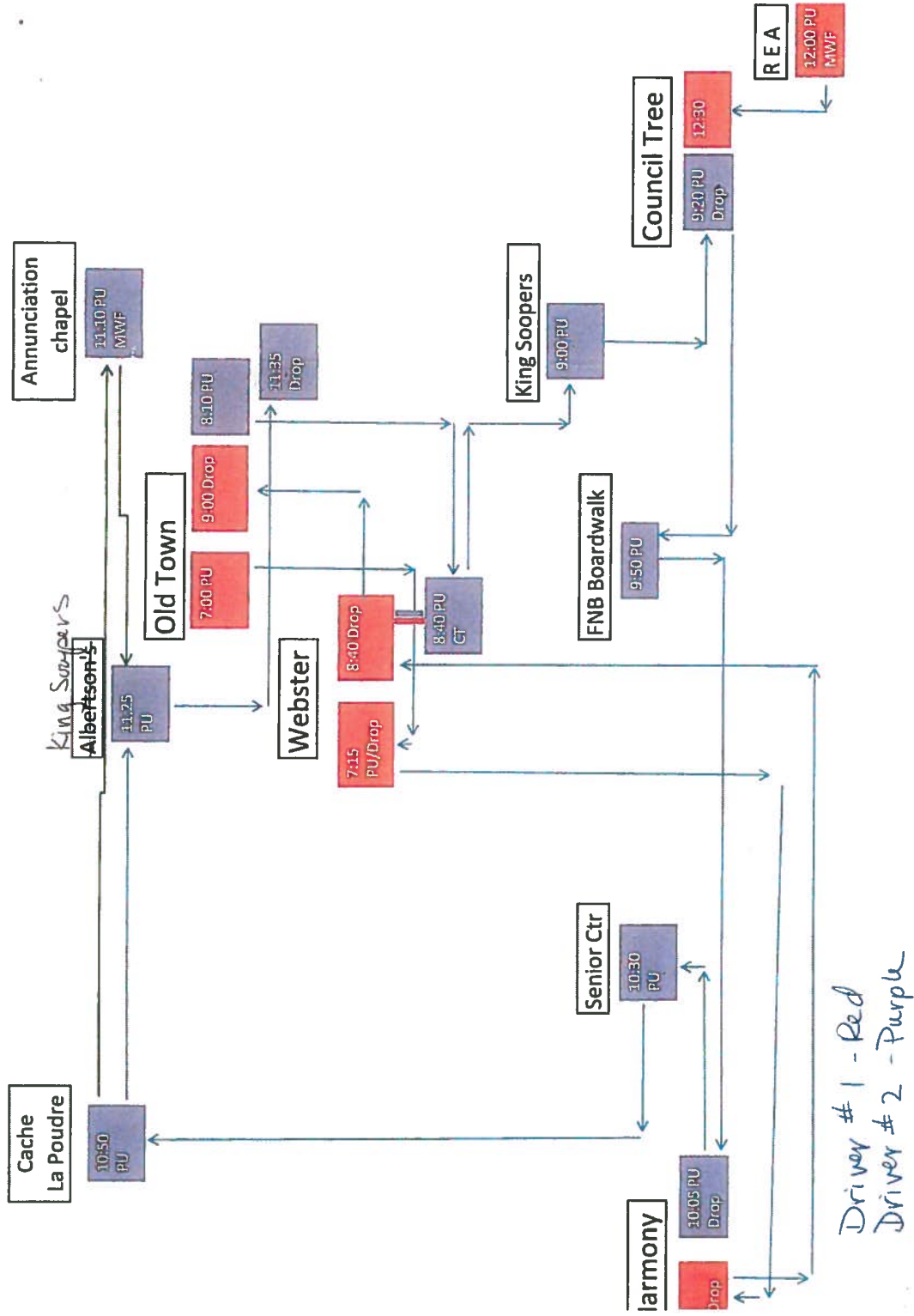


EXHIBIT E CONFIDENTIALITY

IN CONNECTION WITH SERVICES provided to the Poudre River Public Library District (the "District"), acting through its agent, the City of Fort Collins (the "City"), pursuant to this Agreement (the "Agreement"), the Service Provider hereby acknowledges that it has been informed that the District and the City have established policies and procedures with regard to the handling of confidential information and other sensitive materials.

In consideration of access to certain information, data and material (hereinafter individually and collectively, regardless of nature, referred to as "information") that are the property of and/or relate to the District and the City or their employees, customers or suppliers, which access is related to the performance of services that the Service Provider has agreed to perform, the Service Provider hereby acknowledges and agrees as follows:

That information that has or will come into its possession or knowledge in connection with the performance of services for the District and the City may be confidential and/or proprietary. The Service Provider agrees to treat as confidential (a) all information that is owned by the District and/or the City, or that relates to the business of the District and/or the City, or that is used by the District and/or the City in carrying on business; and (b) all information that is proprietary to a third party (including but not limited to customers and suppliers of the District and/or City). The Service Provider shall not disclose any such information to any person not having a legitimate need-to-know for purposes authorized by the District and/or the City. Further, the Service Provider shall not use such information to obtain any economic or other benefit for itself, or any third party, except as specifically authorized by the District and/or the City.

The foregoing to the contrary notwithstanding, the Service Provider understands that it shall have no obligation under this Agreement with respect to information and material that (a) becomes generally known to the public by publication or some means other than a breach of duty of this Agreement, or (b) is required by law, regulation or court order to be disclosed, provided that the request for such disclosure is proper and the disclosure does not exceed that which is required. In the event of any disclosure under (b) above, the Service Provider shall furnish a copy of this Agreement to anyone to whom it is required to make such disclosure and shall promptly advise the District and/or the City in writing of each such disclosure.

In the event that the Service Provider ceases to perform services for the District and/or the City, or the District and/or the City so requests for any reason, the Service Provider shall promptly return to the District and the City any and all information described hereinabove, including all copies, notes and/or summaries (handwritten or mechanically produced) thereof, in its possession or control or as to which it otherwise has access.

The Service Provider understands and agrees that the District and the City's remedies at law for a breach of the Service Provider's obligations under this Confidentiality Agreement may be inadequate and that the District and the City shall, in the event of any such breach, be entitled to seek equitable relief (including without limitation preliminary and permanent injunctive relief and specific performance) in addition to all other remedies provided hereunder or available at law.