

MA-074-597148

Dunbar Armored, Inc.

Armored Car Services Contract

This Agreement, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California; hereinafter referred to as "County," and Dunbar Armored, Inc., with a place of business at 50 Schilling Road, Hunt Valley, MD 21031; hereinafter referred to as "Contractor," with County and Contractor sometimes referred to as "Party", or collectively as "Parties."

RECITALS

WHEREAS, Contractor responded to a Request for Proposal ("RFP") for, providing armored car services; and

WHEREAS, the Contractor responded and represented that its proposed services shall meet or exceed the requirements and specifications of the RFP; and

WHEREAS, the County Board of Supervisors has authorized the Purchasing Agent or his designee to enter into a Contract for Armored Car Services with the Contractor;

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another County.
- B. **Entire Contract:** This Contract, including Attachments A, B, C, D and E which are attached hereto and incorporated herein by this reference, when accepted by the Contractor either in writing or by the shipment of any article or other commencement of performance hereunder, contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or his designee, hereinafter "Purchasing Agent."
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax.
- E. **Delivery:** Time of delivery of services is of the essence in this Contract. County reserves the right to refuse any services and to cancel all or any part of the descriptions or services that do

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not conform to the prescribed statement of work. Delivery shall not be deemed to be complete until all services have actually been received and accepted in writing by County.

- F. **Acceptance/Payment:** Unless otherwise agreed to in writing by the County, 1) acceptance shall not be deemed complete unless in writing and until all the services have actually been received to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the services covered by this Contract are fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "HH" below, and as more fully described in paragraph "HH", harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "HH" below, it shall indemnify, defend and hold County and County Indemnities harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, but not limited to, attorney's fees, costs and expenses.
- I. **Assignment or Sub-Contracting:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned or sub-contracted by Contractor without the express written consent of County. Any attempt by Contractor to assign or sub-contract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to all the penalties imposed for a violation of Section 1720 et seq. of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to terminate this Contract without penalty immediately with cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any breach of Contract, any misrepresentation or fraud on the part of the Contractor. Exercise by County of its right to terminate the Contract shall relieve County of all further obligations.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Remedies Not Exclusive:** The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of

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certain remedies in this Contract does not preclude resort by either party to any other remedies provided by law.

N. **Independent Contractor:** Contractor shall be considered an independent Contractor and neither Contractor nor its employees; nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor nor its employees; nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.

O. **Performance:** Contractor shall perform all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other services furnished by the Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workman-like manner; shall furnish all labor, supervision, machinery, equipment, materials, and supplies necessary therefore; shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work; and, if permitted to subcontract, shall be fully responsible for all work performed by sub-contractors.

P. **Insurance Requirements:**

INSURANCE PROVISIONS

Prior to the provision of services under this contract, the contractor agrees to purchase all required insurance at contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this contract. In addition, all subcontractors performing work on behalf of contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the contractor fails to maintain insurance acceptable to the County for the full term of this contract, the County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have a minimum rating be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**.

If the insurance carrier is not a non-admitted carrier in the state of California and does not have an A.M. Best rating of A-/VIII, the County CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

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<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$5,000,000 per occurrence \$5,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Armored Car "All-Risk"	\$5,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.
2. A primary non-contributing endorsement evidencing that the contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

The County of Orange shall be a loss payee on the Armored Car "All-Risk" coverage. A Loss Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate of Insurance.

All insurance policies required by this contract, except the Armored Car "All-Risk", shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment, except for any damage or injury caused by the sole negligence or willful misconduct of the County of Orange.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

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The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the contractor fails to provide the insurance certificates and endorsements within seven days of notification by County of Orange Treasurer-Tax Collector's Office/Procurement Unit, award may be made to the next qualified offeror.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- Q. Bills and Liens:** Contractor shall pay promptly all indebtedness for labor, materials, and equipment used in performance of the work. Contractor shall not permit any lien or charge to attach to the work or the premises, but if any does so attach, Contractor shall promptly procure its release and, in accordance with the requirements of paragraph "HH" below, indemnify, defend, and hold County harmless and be responsible for payment of all costs, damages, penalties and expenses related to or arising from or related thereto.
- R. Changes:** Contractor shall make no changes in the work or perform any additional work without the County's specific written approval.
- S. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.
- T. Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within thirty-six (36) hours of the start of the delay and Contractor avails himself of any available remedies.
- U. Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- V. Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the

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requirements of paragraph "HH" below, Contractor agrees that it shall defend, indemnify and hold County and County Indemnities harmless from all liability, damages, costs, and expenses arising from or related to a violation of such laws.

W. Freight (F.O.B. Destination): Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.

X. Intentionally left blank

Y. Intentionally left blank

Z. Terms and Conditions: Contractor acknowledges that it has read and agrees to all terms and conditions included in this Contract.

AA. Headings: The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

BB. Severability: If any term, covenant, condition, or provision of this Contract is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

CC. Calendar Days: Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

DD. Attorney Fees: In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each party shall bear its own attorney's fees, costs and expenses.

EE. Interpretation: This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party has been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the parties and this Contract.

FF. Authority: The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

GG. Employee Eligibility Verification: The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees, consultants and subcontractors performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employee, consultants and subcontractors for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

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- HH. **Indemnification Provisions:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnities") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnities, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure services from Contractor as further detailed in the Scope of Services, identified and incorporated herein by this reference as Attachment A.
2. **Term of Contract:** This Contract shall commence on August 1, 2015 and continue through to July 31, 2018, unless otherwise terminated by County. This Contract may be renewed as set forth in paragraph 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for one (1), two-year term. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Fiscal Appropriations:** This contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each fiscal year during the term of this contract. If such appropriations are not approved or otherwise limited, the contract will be immediately terminated or modified without penalty to the County.
5. **Adjustments – Scope of Service:** No adjustments made to the scope of service will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
6. **Amendments – Changes/Extra Work:** The Contractor shall make no changes to this Contract without the County's written consent. In the event that there are new or unforeseen requirements, the County with the Contractor's concurrence has the discretion to request official changes at any time without changing the intent of this Contract.

If County-initiated changes or changes in laws or government regulations affect price, the Contractor's ability to deliver services, or the project schedule, the Contractor shall give the County written notice no later than seven calendar days from the date the law or regulation went into effect or the date the change was proposed by the County and the Contractor was notified of the change. Such changes shall be agreed to in writing and incorporated into a Contract Amendment; said Amendment shall be issued by the County-assigned Deputy Purchasing Agent (DPA), shall require the mutual consent of all Parties, and may be prohibit the Contractor from proceeding with the work as set forth in this Contract.

7. **Audits/Inspections:** Contractor agrees to permit the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the Contractor's records before final payment is made.

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Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to the County to audit records and interview staff of any sub-Contractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the surviving entity in a merger or acquisition or, in the event of liquidation, to the County's project manager.

8. **Authorization Warranty:** The contractor represents and warrants that the person executing this contract on behalf of and for the contractor is an authorized agent who has actual authority to bind the contractor to each and every term, condition and obligation of this agreement and that all requirements of the contractor have been fulfilled to provide such actual authority.
9. **Breach of Contract:** The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate the Contract immediately, pursuant to Section K herein;
 - b. Afford the Contractor written notice of the breach and ten calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which the Contractor is in breach; and
 - d. Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
10. **Compensation:** The Contractor agrees to accept the specified compensation as set forth in Attachment B to this Contract as full remuneration for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by the Contractor of all its duties and obligations hereunder during the first term of this Contract. No additional compensation will be allowed under this first term unless otherwise provided for in this Contract. The parties agree that should the Contract be renewed as provided for in paragraph 3 above, I. Pricing for standard routes per location; II. Additional Applicable Costs; and III. Dunbar EZChange (Change Order Service) Fees in Attachment B shall increase by 6.9 percent.
11. **Conflict of Interest – Contractor's Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor's employees, agents, and relatives; sub-tier Contractors; and third Parties associated with accomplishing work and services hereunder. The Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees or agents from making, receiving, providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to appear to influence individuals to act contrary to the best interests of the County.
12. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The contractor shall not, during the period of this contract, employ any County employee for any purpose.
13. **Conflict with Existing Law:** The Contractor and the County agree that if any provision of this Contract is found to be illegal or unenforceable, such term or provision shall be deemed stricken and the remainder of the Contract shall remain in full force and effect. Either Party

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having knowledge of such term or provisions shall promptly inform the other of the presumed non-applicability of such provision. Should the offending provision go to the heart of the Contract, the Contract shall be terminated in a manner commensurate with interests of both Parties to the maximum extent reasonable.

14. **Contingent Fees:** The contractor warrants that no person or selling agency has been employed or retained to solicit or secure this agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees of the contractor or bona fide established commercial or selling agencies maintained by the contractor for the purpose of securing business.

For breach or violation of this warranty, the County shall have the right to terminate this contract in accordance with the termination clause and at its sole discretion to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee from the contractor.

15. **Contractor Bankruptcy/Insolvency:** If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.
16. **Contractor – Change in Ownership:** The contractor agrees that if there is a change in ownership prior to completion of this contract, the new owner will be required, under terms of sale, to assume this contract and complete it to the satisfaction of the County.
17. **Contractor's Contract Manager and Key Personnel:** Contractor shall appoint a Contract Manager to direct the contractor's efforts in fulfilling contractor's obligations under this contract. This Contract Manager shall be subject to approval by the County and shall not be changed without prior written notification to the County's Contract manager.

The Contractor's Contract Manager and key personnel shall be assigned to this Contract for the duration of this Contract and shall diligently pursue all work and services required under the Contract.

18. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
19. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three years after final payment is received from the County. Storage of records in another county will require written approval from the County of Orange assigned DPA.
20. **Correspondence to County - Contract:** Any correspondence related to the terms, prices and conditions of this contract must be directed to the agency/department purchasing unit. Correspondence not directed through the Purchasing Unit for resolution will not be regarded as valid.

County of Orange
Treasurer-Tax Collector
Attn: Purchasing Unit
P.O. Box 4515
Santa Ana, CA 92702-4515

21. **County Contract Manager:** The County shall appoint a Contract Manager to act as liaison between the County and the Contractor during the term of this contract. The County's Contract Manager shall coordinate the activities of the County staff assigned to work with the Contractor.

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The County's Contract Manager shall have the right to require the removal and replacement of the contractor's project manager and key personnel. The County's Contract Manager shall notify the contractor in writing of such action. The Contractor shall accomplish the removal within 1 business day after written notice by the County's Contract Manager. The County's Contract Manager shall review and approve the appointment of the replacement for the Contractor's Contract Manager and key personnel. Said approval shall not be unreasonably withheld.

22. **County Of Orange Child Support Enforcement:** In order to comply with the child support enforcement requirements of the County of Orange, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Contract administrator, the Purchasing Agent, or the agency/department deputy purchasing agent:

- a. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- b. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of ten (10) percent or more in the contracting entity;
- c. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- d. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required may result in the Contract being awarded to another Contractor. In the event a Contract has been issued, failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

23. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the contractor in the performance of this contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the contractor after completion or termination of this contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this contract.
24. **Default - Reprocurement Costs:** In case of default by Contractor, the County of Orange may procure the services from other sources. If the cost for those services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
25. **Disputes – Contract:**
- a. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by the Contractor's project manager and the County's project manager, such matter shall be brought to the attention of the County Purchasing Agent by way of the following process:
 - i. The Contractor shall submit to the agency/department assigned DPA a written demand for a final decision regarding the disposition of any dispute between the

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Parties arising under, related to, or involving this Contract, unless the County, on its own initiative, has already rendered such a final decision.

- ii. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects the Contract adjustment for which the Contractor believes the County is liable.
- b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the provision of services under this Contract. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of the County shall be expressly identified as such, shall be in writing, and shall be signed by the County Purchasing Agent or his Authorized Deputy. If the County fails to render a decision within ninety (90) days after receipt of the Contractor's demand, it shall be deemed a final decision adverse to the Contractor's contentions. Nothing in this section shall be construed as affecting the County's right to terminate the Contract for Cause or Terminate for Convenience as stated in Section K herein.

26. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file federal Form 1099-Misc for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations. (See Attachment F.)

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subparagraph B.2 as "an individual who is not an employee of the service recipient for

California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent contractors. An independent contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at http://www.edd.ca.gov/Payroll_Taxes/FAQ-California_Independent_Contractor_Reporting.htm

27. **Emergency/Declared Disaster Requirements:** In the event of an emergency or if Orange County is declared a disaster area by the County, state or federal government, this Contract may be subjected to unusual usage. The Contractor shall service the County during such an emergency or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. The pricing quoted by the Contractor shall apply to serving the County's needs regardless of the circumstances. If the Contractor is unable to supply the goods/services under the terms of the Contract, then the Contractor shall provide proof of such disruption and a copy of the invoice for the goods/services from the Contractor's supplier(s). Additional profit margin as a result of supplying goods/services during an emergency or a declared disaster shall not be permitted. In the event of an emergency or declared disaster, emergency purchase order numbers will be assigned. All applicable invoices from the Contractor shall show both the emergency purchase order number and the Contract number.

28. **Entire Contract:** This contract and all of its attachments comprise the entire contract between the contractor and the County. Additional or new terms contained in this contract

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which vary from the contractor's proposal are deemed accepted by the contractor by execution of this contract or other commencement of performance hereunder. All previous proposals, offers, discussions, preliminary understandings, and other communications relative to this contract, oral or written, are hereby superseded, except to the extent that they have incorporated into this contract. No future waiver of, exception to, addition to, or alteration of any of the terms, conditions and/or provisions of this contract shall be considered valid unless specifically agreed to in writing by both parties.

29. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
30. **Gratuities:** The Contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor to any officer or employee of the County with a view toward securing the Contract or securing favorable treatment with respect to any determinations concerning the performance of the Contract. For breach or violation of this warranty, the County shall have the right to terminate the Contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any services which the Contractor agreed to supply shall be borne and paid for by the Contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the Contract.
31. **Interpretation of Contract:** In the event of a conflict or question involving the provisions of any part of this contract, interpretation and clarification as necessary shall be determined by the County's assigned buyer. If disagreement exists between the contractor and the County's assigned buyer in interpreting the provision(s), final interpretation and clarification shall be determined by the County's Purchasing Agent or his Authorized Deputy.
32. **News/Information Release:** The contractor agrees that it will not issue any news releases in connection with either the award of this contract or any subsequent amendment of or effort under this agreement without first obtaining review and written approval of said news releases from the County through the County's project manager.
33. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing, except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

For Contractor: Dunbar Armored, Inc.
Attention: Seth McElroy, V.P. Sales & Mktg.
Address: 50 Schilling Road
Hunt Valley, MD 21031
Email: Seth.McElroy@dunbararmored.com

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Dunbar Armored, Inc.

Phone: (410) 229-1726
and
Cc: Scott McDowell, Account Executive
Email: scott.mcdowell@dunbararmored.com
Phone: (562) 924-7780

For County:

County of Orange
Treasurer-Tax Collector
Attn: Cash Manager
P.O. Box 4515
Santa Ana, CA 92702-4515
Email: rjin@ttc.ocgov.com
Phone: (714) 834-4170
and
Cc: Procurement Manager
Email: cavila@ttc.ocgov.com
Phone: (714) 834-3968

34. **Ownership of Documents:** The County has permanent ownership of all directly connected and derivative materials produced under this contract by the contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the contractor without the express written consent of the County.
35. **Precedence:** The Contract documents consist of this Contract and its attachments and exhibits. In the event of a conflict between or among the Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the articles of this Contract, and then the exhibits and attachments.
36. **Price Increase/Decrease:** No price increases will be permitted during the first period of the Contract. All price decreases will automatically be extended to the County of Orange. The County requires bona fide proof of cost increases on Contracts prior to any price adjustment. A minimum of thirty (30)-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. The County may enforce, adjust, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of the Contract. Adjustments increasing the Contractor's profit will not be allowed.
37. **Taxpayer ID Number:** The contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
38. **Termination – Default:** If contractor is in default of any of its obligations under this contract and has not commenced cure within ten days after receipt of a written notice of default from County and cured such default within the time specified in the notice, the County shall immediately be entitled to either commence resolution in accordance with this paragraph or to terminate this contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this contract. Upon termination of the contract with contractor, the County may begin negotiations with a third-party contractor to provide goods and/or services as specified in this contract.

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The right of either party to terminate this contract hereunder shall not be affected in any way by its waiver of or failure to take action with respect to any previous default.

39. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor shall submit to the County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than sixty (60) days from the effective date of the termination, unless one or more extensions in writing are granted by the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation plus previously paid compensation shall not exceed the total compensation set forth in the Contract. Upon termination or other expiration of this Contract, each Party shall promptly return to the other Party all papers, materials, and other properties of the other held by each for purposes of execution of the Contract. In addition, each Party will assist the other Party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each Party.
40. **Use of Contract Not Guaranteed:** No guarantee is given by the County to the Contractor regarding usage of this Contract. The Contractor agrees to supply services as requested and needed by the County of Orange at prices listed in the Contract.
41. **Validity:** The invalidity in whole or in part of any provision of this contract shall not void or affect the validity of any other provision of the contract.
42. **Waivers - Contract:** The failure of the County in any one or more instances to insist upon strict performance of any of the terms of this contract or to exercise any option contained herein shall not be construed as a waiver or relinquishment to any extent of the right to assert or rely upon any such terms or option on any future occasion.

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SIGNATURE PAGE

The Parties hereto have executed this Contract on the dates shown opposite their respective signatures below.

Contractor*

<u>SETH R. McEROY</u>	<u>VP ADMINISTRATION</u>
Print Name	Title
<u>Seth McEroy</u>	<u>JUNE 15, 2015</u>
Signature	Date
<u>Vicki L. Thompson</u>	<u>Secretary</u>
Print Name	Title
<u>Vicki L. Thompson</u>	<u>June 15, 2015</u>
Signature	Date

*** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.**

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

The second corporate officer signature must be one of the following: 1) Secretary; 2) Assistant Secretary; 3) Chief Financial Officer; 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

County of Orange, a political subdivision of the State of California

<u>Colleen Avila</u>	<u>Procurement Manager, DPA</u>
Print Name	Title
<u>Colleen Avila</u>	<u>7-15-15</u>
Signature	Date

APPROVED AS TO FORM:
Office of the County Counsel
Orange County, CA

By: for Angelica Daftary
Angelica C. Daftary, Deputy

Date: 6/18/2015

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Dunbar Armored, Inc.

Attachment A
Armored Car Services
SCOPE OF SERVICES

Required Services

The Contractor will provide the services involved in transporting bank deposits to the bank and between County agencies or departments. Attachment D, Master Route, identifies current locations that require armored car service and key information regarding each location.

The services shall include, but are not necessarily limited to, the services listed below.

1. The Contractor shall accept sealed bags containing checks, cash and coin from the various County locations. A signed and sequentially numbered receipt must be provided to the location for the bags and all shipments must be signed for to evidence the transfer of responsibility.
2. Agencies and departments that serve as a central pick-up location for nearby agencies shall not be charged excess bag fees.
3. The Contractor is required to establish procedures to insure that all bank deposit bags are tracked, inventoried and delivered promptly to the correct bank or agency location. Should an error occur such as incorrect delivery or loss, the Contractor shall provide notice of the error to the TTC Cash Management unit immediately upon discovery, followed up by a written notification within one (1) business day.
4. Once the Contractor has signed for the shipment, the Contractor becomes liable for the contents and is responsible for the safety and security of the shipment.
5. All shipments going to the Wells Fargo Cash Vault must be received by the vault on the same day no later than 7:00 pm (subject to change in Wells Fargo's policy).
6. The Contractor will execute delivery and pick up of currency/coin orders between Wells Fargo Bank and County locations.
7. The Contractor's personnel servicing each location must be uniformed and armed, carry the company badge and photo identification and shall be bonded, licensed and trained by the Contractor to perform duties as required. The Contractor shall establish clear and specific procedures with regard to guard and personnel identification. Deposits will not be released to the Contractor's personnel without this information on file.
8. The monthly invoice must be detailed by location.
9. The Contractor must be able to adjust pricing for locations that temporarily change their schedule.
10. Overtime charges must be detailed on the monthly invoice per location. Documentation to support overtime charges must be provided. Fees must be identified to a specific date and location.
11. The County will receive compensation for missed pick-ups. Compensation will be detailed on the monthly invoice by location. Compensation will be equal to the individual pickup, which will be a prorated amount of the location's monthly fee.
12. New locations added to the route will be priced at the same monthly unit price as agreed upon in Attachment B - Payment of Invoices and Pricing.

County of Orange
Treasurer-Tax Collector

Armored Car Services
Attachment A – Scope of Services

File No.: C000212

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13. New locations added to the route mid-month will be charged in their first month at a prorated rate for the days they were actually serviced.
14. When a location is cancelled from the route, the cost for that location will no longer be applicable.
15. When a location is cancelled mid-month, the cost for that location will prorated only for the days serviced.
16. Notwithstanding any provision to the contrary in this Agreement, the County reserves the right to add or remove individual locations at any time, change the times, dates and locations for pick-up of cash and checks and/or delivery to the County's depository institution(s). In addition, the County reserves the right to change its depository institution at any time. For these purposes, the County project manager shall be authorized to provide such instructions to the Contractor. The Treasurer-Tax Collector may also appoint no more than 2 persons (the "Authorized Employees"), who shall be employees of the TTC, to be authorized to provide instructions to the Contractor with respect to changes in the times, dates and/or locations of pick up and delivery. In addition, Contractor's project manager shall appoint no more than 2 key personnel to receive such instructions from the County project manager and Authorized Employees. All appointments shall be made in writing and promptly delivered to the other party. Both parties reserve the right to change their appointees at any time with prior written notice to the other party. All changes given by the Authorized Employees shall be in writing, or orally, with immediate confirmation in writing. In no event shall Contractor accept any changes in the times, dates and locations or pick-up or delivery from any party other than the Authorized Employees. County and Contractor may implement reasonable procedures to confirm the validity of any pick up or delivery changes.
17. When deposits do not appear on the bank statement, the bank requires proof of delivery from the Contractor to the cash vault. Contractor will supply a copy of the signed manifest within 24 hours of notification, notwithstanding non-business days.
18. The Contractor's key personnel shall include a dedicated customer service representative and a qualified substitute available for County agencies to contact for day to day issues and support. Customer service is a critical portion of the relationship. With approximately 45 locations, it is imperative to have access to the Contractor and receive timely responses. A toll free number is preferred.
19. The County recognizes that due to unforeseen circumstances such as weather and/or severe traffic, the Contractor may, occasionally, miss the 7:00 pm bank delivery deadline. The County is willing to accept these occurrences a maximum of three times within a quarter period. The quarter periods shall be as follows: August 1st to October 31st, November 1st to January 31st, February 1st to April 30th, and May 1st to July 31st. Anything in excess of this limitation will result in a \$200 penalty per occurrence that will be adjusted on the following month's invoice.
20. The County recognizes that due to unforeseen circumstances such as weather and/or severe traffic, the Contractor may, occasionally, miss the established window time frames for locations. The Contractor might come earlier or later than the time frame. With the exception of the three landfills, the County is willing to accept these occurrences a maximum of three times within a quarter period. The quarter periods shall be as follows: August 1st to October 31st, November 1st to January 31st, February 1st to April 30th, and May 1st to July 31st. Anything in excess of this limitation will result in a \$200 penalty per occurrence that will be adjusted on the following month's invoice.
21. The three landfills are located in remote areas; therefore, travelling to these sites can take additional time. In order to meet their operating needs, they require a change fund Monday through Saturday and some holidays (see Holiday Section B). It is essential that the Contractor arrive at these sites within their established window times and deliver their change fund on each service day. Inability of the Contractor to meet these time frames or miss their change fund delivery will be accepted a maximum of three times within a quarter period. The quarter periods shall be as follows: August 1st

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Dunbar Armored, Inc.

to October 31st, November 1st to January 31st, February 1st to April 30th, and May 1st to July 31st. Anything in excess of this limitation will result in a \$200 penalty per occurrence that will be adjusted on the following month's invoice.

Additional Requirements to Standard Route Schedules

- A. Requirements B-E below consists of transfers between locations. They are identified and grouped together at the end of Attachment D, Master Route. It is preferred that the transfers between locations occur on a same day basis.
- B. Deposits from Child Support Services located at 341 The City Drive, Orange, 92868, should be delivered to the Child Support Services Main Office at 1055 N. Main St., Santa Ana, 92701. Service time from the Orange location is between 8:00 AM and 4:00 PM. Service time for the central Child Support office in Santa Ana is between 12:00 PM and 3:00 PM. If the transfer can be made on a same day basis, deposits must arrive at the central location before 1:00 PM.
- C. Each Friday, the Sheriff Lacy location located at 501 The City Drive South, Orange, 92868, requires that a bag be picked up and delivered to the Sheriff Fiscal location located at 320 N. Flower Suite 108, Santa Ana, 92703. Service times for both locations are between 8:00 AM – 4:00 PM.
- D. The Clerk-Recorder has satellite locations at 201 N. Harbor Fullerton, 92832, 24031 El Toro Road Suite 150, Laguna Hills, 92653 and 211 West Santa Ana Blvd., Santa Ana, CA 92701. The deposits from these locations are delivered to their central office at 12 Civic Center Plaza Room 101, Santa Ana, 92701. Service times for the Fullerton and Laguna Hills locations should occur between 9:30 AM – 3:30 PM. Service time for the offices in Santa Ana should be between 10:30 AM – 3:30 PM.
- E. Probation has six offices throughout the County. The deposits from five of their offices are delivered to their central office at 1001 S. Grand Ave. in Santa Ana, 92705. Service times for these locations vary between 8:00 AM – 4:30 PM. Please refer to Attachment D for a list of locations and their addresses.
- F. TTC's peak times are in December and April. The Contractor should be able to accommodate a later pickup time at the main TTC location, no earlier than 1:00 pm during these months.
- G. The Superior Court locations send deposits to the Bank of America Cash Vault in Los Angeles in addition to Wells Fargo. Bank of America bags are used to distinguish Bank of America deposits. Service times for the Courts vary, see Attachment D for addresses and service time information.

Holidays

- A. Most County locations are closed on the following holidays: New Year's Day, Martin Luther King Jr.'s Birthday, Lincoln's Birthday, President's Day, Memorial Day, Fourth of July, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the Friday following Thanksgiving Day and Christmas Day.
- B. The three landfills observe only the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. They require Monday - Saturday pickup and change orders on all other days in the year within the service times as referenced in Attachment D.

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ATTACHMENT B**Payment of Invoices and Pricing**

1. **Payment– Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from (a)
 - c. Name of County agency/department
 - d. Delivery/service address
 - e. Subordinate Agreement number
 - f. Department's Account number
 - g. Date of invoice
 - h. Billing period
 - i. Date of service; location/route
 - j. Trip charges
 - k. Sales tax, if applicable
 - l. Total
2. **Payment Terms – Payment in Arrears:** The invoice is to be submitted in arrears to the TTC to the bill-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of the invoice in a format acceptable to the County and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with the Contractor.

Billing shall cover services not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for services not provided or when services do not meet the Contract requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any services involved or billed under this Contract and shall not be construed as acceptance of any part of the services.

Bill to: Orange County Treasurer-Tax Collector
Attn: Accounts Payable
P.O. Box 4515
Santa Ana, CA 92702-4515

Attachment B
Payment of Invoices and Pricing

I.) Pricing for standard routes per location:

# OF DAYS PER WEEK	Term 1 (Years 1-3) COST PER MONTH	Term 2* (Years 4-5) COST PER MONTH
1	66.00	70.55
2	127.00	135.76
3	186.00	198.83
4	239.00	255.49
5	278.00	297.18
6	333.00	355.98

II.) Additional Applicable Costs

Additional Rates:	Term 1 (Years 1-3) RATE:	Term 2* (Years 4-5) RATE:
Off Day Service (on route - not special)	\$25 / location	\$26.73 / location
Emergency Service (off day service)	\$125.00 per hour	\$133.63 per hour
Excess Bags (EXCEPT Tax Collector - fee waived)	\$0.75 per item over ten (10) items	\$0.80 per item over ten (10) items
Excess Premise Time	\$2.00 per minute over eight (8) minutes	\$2.14 per minute over eight (8) minutes
Holiday Service	\$35.00 per location	\$37.42 per location

III.) Dunbar EZChange (Change Order Service) Fees:

Description:	Term 1 (Years 1-3) COST PER MONTH	Term 2 * (Years 4-5) COST PER MONTH
Per coin roll, full 50 roll boxes	\$ 0.085	\$ 0.091
Per currency strap, full 100 note straps, 1's & 5's only	\$ 0.60	\$ 0.64
Per custom order (non standard, less than full straps and/or boxes)	\$ 3.75	\$ 4.01
Per returned order	\$ 25.00	\$ 26.73
Per manual drop verified (Cash Manager Safes)	\$ 1.25	\$ 1.34

* Term 2 renewal is subject to a 6.9 percent increase.

County of Orange
Treasurer-Tax Collector

Armored Car Services
Attachment B – Payment of Invoices
and Pricing

File No.: C000212

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ATTACHMENT C**Staffing Plan**

1. Primary Staff/Key Personnel

Name	Classification
Scott McDowell	Account Executive / Relationship Manager
11447 Beach Street	
Cerritos, CA 90703	
P: 562-927-7780	
F: 562-924-5770	
E: scott.mcdowell@dunbararmored.com	

2. Alternate Staff/Key Personnel (for use only if primary is not available)

Name	Classification
Jessica Trojanowski	Client Services Representative
50 Schilling Road	
Hunt Valley, MD 21031	
P: 410-229-1947	
F: 410-229-1946	
E: jessica.trojanowski@dunbararmored.com	

Substitution or addition of Contractor's key personnel shall be allowed only with prior written notice to the County's Contract manager.

The Contractor may reserve the right to involve other personnel, as their services are required. The specific individuals will be assigned based on the need and timing of the services required. Prior written notice to the County's Contract manager must be provided upon assignment of additional key personnel. In addition to the rights set forth in paragraph 22 regarding Contractor's Contract manager removal, County expressly retains the right to have any of the Contractor personnel prohibited from performing services to County under this Contract. Contractor shall effectuate the immediate removal of the specified Contractor personnel from performing services to County under this Contract within 1 business day of notification by the County's Contract manager. County shall notify the Contractor in writing of the specific personnel to be prohibited from providing services to County under this Contract. County is not required to provide any reason, rational or factual information if it elects to request any specific Contractor personnel to be prohibited from performing services under this Contract. Contractor's failure to comply with the County Contract manager's decision and remove the specified personnel shall be deemed a material breach of this Contract and County may immediately terminate the Contract without penalty.