

SERVICE AGREEMENT NO. 837

Armored Courier Services and Cash Manager Master Service

THIS **Armored Courier Services and Cash Manager Master Service Agreement** ("Agreement") is entered into by and between the City of Corpus Christi, a Texas home-rule municipal corporation ("City") and Dunbar Armored, Inc. ("Contractor"), effective upon execution by the City Manager or the City Manager's designee ("City Manager").

WHEREAS, Contractor has bid to provide Armored Courier Services and Cash Manager Master Service in response to Request for Bid/Proposal No. 151 ("RFB/RFP"), which RFB/RFP includes the required scope of work and all specifications and which RFB/RFP and the Contractor's bid or proposal response, as applicable, are incorporated by reference in this Agreement as Exhibits 1 and 2, respectively, as if each were fully set out here in its entirety.

NOW, THEREFORE, City and Contractor agree as follows:

- 1. Scope.** Contractor will provide Armored Courier Services and Cash Manager Master Service ("Services") in accordance with the attached Scope of Work, as shown in Attachment A and Attachment A-1, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety, and in accordance with Exhibit 2.
- 2. Term.** This Agreement is for 12 months, with performance commencing upon the date of issuance of a notice to proceed from the Contract Administrator or Purchasing Division. This Agreement includes an option to extend the term for up to two additional 12-month periods ("Option Period"), provided, the parties do so prior to expiration of the original term or the then-current Option Period. The decision to exercise the option to extend the term of this Agreement is, at all times, within the sole discretion of the City and is conditioned upon the prior written agreement of the Contractor and the City Manager.
- 3. Compensation and Payment.** The total value of this Agreement is not to exceed \$37,294.40, subject to approved extensions and changes. Payment will be made for Services completed and accepted by the City within 30 days of acceptance, subject to receipt of an acceptable invoice. All pricing must be in accordance with the attached Bid/Pricing Schedule, as shown in Attachment B, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

- 4. Contract Administrator.** The Contract Administrator designated by the City is responsible for approval of all phases of performance and operations under this Agreement, including deductions for non-performance and authorizations for payment. The City's Contract Administrator for this Agreement is as follows:

Name: Judy Villalon, City Treasurer
Department: Finance Department
Phone: 361-826-3651
Email: JudyAV@cctexas.com

5. Insurance; Bonds.

(A) Before performance can begin under this Agreement, the Contractor must deliver a certificate of insurance ("COI"), as proof of the required insurance coverages, to the City's Risk Manager and the Contract Administrator. Additionally, the COI must state that the City will be given at least 30 days' advance written notice of cancellation, material change in coverage, or intent not to renew any of the policies. The City must be named as an additional insured. The City Attorney must be given copies of all insurance policies within 10 days of the City Manager's written request. Insurance requirements are as stated in Attachment C, the content of which is incorporated by reference into this Agreement as if fully set out here in its entirety.

(B) In the event a payment bond, a performance bond, or both, are required of the Contractor to be provided to the City under this Agreement before performance can commence, the terms, conditions, and amounts required in the bonds and appropriate surety information are as included in the RFB/RFP or as may be added to Attachment C, and such content is incorporated here in this Agreement by reference as if each bond's terms, conditions, and amounts were fully set out here in its entirety.

- 6. Purchase Release Order.** For multiple-release purchases of Services to be provided by the Contractor over a period of time, the City will exercise its right to specify time, place and quantity of Services to be delivered in the following manner: any City department or division may send to Contractor a purchase release order signed by an authorized agent of the department or division. The purchase release order must refer to this Agreement, and Services will not be rendered until the Contractor receives the signed purchase release order.

7. **Inspection and Acceptance.** Any Services that are provided but not accepted by the City must be corrected or re-worked immediately at no charge to the City. If immediate correction or re-working at no charge cannot be made by the Contractor, a replacement service may be procured by the City on the open market and any costs incurred, including additional costs over the item's bid/proposal price, must be paid by the Contractor within 30 days of receipt of City's invoice.
8. **Warranty.** The Contractor warrants that all products supplied under this Agreement are new, quality items that are free from defects, fit for their intended purpose, and of good material and workmanship. The Contractor warrants that it has clear title to the products and that the products are free of liens or encumbrances. In addition, the products purchased under this Agreement shall be warranted by the Contractor or, if indicated in Attachment D by the manufacturer, for the period stated in Attachment D. Attachment D is attached to this Agreement and is incorporated by reference into this Agreement as if fully set out here in its entirety.
9. **Quality/Quantity Adjustments.** Any Service quantities indicated on the Bid/Pricing Schedule are estimates only and do not obligate the City to order or accept more than the City's actual requirements nor do the estimates restrict the City from ordering less than its actual needs during the term of the Agreement and including any Option Period. Substitutions and deviations from the City's product requirements or specifications are prohibited without the prior written approval of the Contract Administrator.
10. **Non-Appropriation.** The continuation of this Agreement after the close of any fiscal year of the City, which fiscal year ends on September 30th annually, is subject to appropriations and budget approval specifically covering this Agreement as an expenditure in said budget, and it is within the sole discretion of the City's City Council to determine whether or not to fund this Agreement. The City does not represent that this budget item will be adopted, as said determination is within the City Council's sole discretion when adopting each budget.
11. **Independent Contractor.** Contractor will perform the work required by this Agreement as an independent contractor and will furnish such Services in its own manner and method, and under no circumstances or conditions will any agent, servant or employee of the Contractor be considered an employee of the City.
12. **Subcontractors.** Contractor may use subcontractors in connection with the work performed under this Agreement. When using subcontractors,

however, the Contractor must obtain prior written approval from the Contract Administrator if the subcontractors were not named at the time of bid or proposal, as applicable. In using subcontractors, the Contractor is responsible for all their acts and omissions to the same extent as if the subcontractor and its employees were employees of the Contractor. All requirements set forth as part of this Agreement, including the necessity of providing a COI in advance to the City, are applicable to all subcontractors and their employees to the same extent as if the Contractor and its employees had performed the work.

- 13. Amendments.** This Agreement may be amended or modified only by written change order signed by both parties. Change orders may be used to modify quantities as deemed necessary by the City.
- 14. Waiver.** No waiver by either party of any breach of any term or condition of this Agreement waives any subsequent breach of the same.
- 15. Taxes.** The Contractor covenants to pay payroll taxes, Medicare taxes, FICA taxes, unemployment taxes and all other related taxes. Upon request, the City Manager shall be provided proof of payment of these taxes within 15 days of such request.
- 16. Notice.** Any notice required under this Agreement must be given by fax, hand delivery, or certified mail, postage prepaid, and is deemed received on the day faxed or hand-delivered or on the third day after postmark if sent by certified mail. Notice must be sent as follows:

IF TO CITY:

City of Corpus Christi
Attn: Judy Villalon
Title: City Treasurer
Address: 1201 Leopard Street
Corpus Christi, Texas 78401
Fax: 361-822-7320

IF TO CONTRACTOR:

Dunbar Armored, Inc.
Attn: Seth McElroy
Title: SVP - Administration
Address: 50 Schilling Road,
Hunt Valley, MD 21031
Fax: 410-229-1891

17. CONTRACTOR AGREES TO INDEMNIFY, HOLD HARMLESS AND DEFEND THE CITY OF CORPUS CHRISTI AND ITS OFFICERS, EMPLOYEES AND AGENTS ("INDEMNITEES") FROM AND AGAINST ANY AND ALL LIABILITY, LOSS, CLAIMS, DEMANDS, SUITS AND CAUSES OF ACTION OF ANY NATURE WHATSOEVER ON ACCOUNT OF PERSONAL INJURIES (INCLUDING DEATH AND WORKERS' COMPENSATION CLAIMS), PROPERTY LOSS OR DAMAGE, OR ANY OTHER KIND OF INJURY, LOSS, OR DAMAGE, INCLUDING ALL EXPENSES OF LITIGATION, COURT COSTS, ATTORNEYS' FEES AND EXPERT WITNESS FEES WHICH ARISE OR ARE CLAIMED TO ARISE OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR THE PERFORMANCE OF THIS AGREEMENT, REGARDLESS OF WHETHER THE INJURIES, DEATH OR DAMAGES ARE CAUSED OR ARE CLAIMED TO BE CAUSED BY THE CONCURRENT OR CONTRIBUTORY NEGLIGENCE OF INDEMNITEES, BUT NOT IF BY THE SOLE NEGLIGENCE OF INDEMNITEES UNMIXED WITH THE FAULT OF ANY OTHER PERSON. CONTRACTOR MUST, AT ITS OWN EXPENSE, INVESTIGATE ALL CLAIMS AND DEMANDS, ATTEND TO THEIR SETTLEMENT OR OTHER DISPOSITION, DEFEND ALL ACTIONS BASED THEREON WITH COUNSEL SATISFACTORY TO THE CITY ATTORNEY, AND PAY ALL CHARGES OF ATTORNEYS AND ALL OTHER COSTS AND EXPENSES OF ANY KIND ARISING FROM ANY SAID LIABILITY, DAMAGE, LOSS, CLAIMS, DEMANDS, SUITS, OR ACTIONS. THE INDEMNIFICATION OBLIGATIONS OF CONTRACTOR UNDER THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLIER TERMINATION OF THIS AGREEMENT.

18. Termination.

(A) The City Manager may terminate this Agreement for Contractor's failure to perform the work specified in this Agreement or to keep any required insurance policies in force during the entire term of this Agreement. The Contract Administrator must give the Contractor written notice of the breach and set out a reasonable opportunity to cure. If the Contractor has not cured within the cure period, the City Manager may terminate this Agreement immediately thereafter.

(B) Alternatively, the City Manager may terminate this Agreement for convenience upon 30 days advance written notice to the Contractor. The City Manager may also terminate this Agreement upon 24 hours written notice to the Contractor for failure to pay or provide proof of payment of taxes as set out in this Agreement.

- 19. Assignment.** No assignment of this Agreement by the Contractor, or of any right or interest contained herein, is effective unless the City Manager first gives written consent to such assignment. The performance of this Agreement by the Contractor is of the essence of this Agreement, and the City Manager's right to withhold consent to such assignment is within the sole discretion of the City Manager on any ground whatsoever.
- 20. Severability.** Each provision of this Agreement is considered to be severable and, if, for any reason, any provision or part of this Agreement is determined to be invalid and contrary to applicable law, such invalidity shall not impair the operation of nor affect those portions of this Agreement that are valid, but this Agreement shall be construed and enforced in all respects as if the invalid or unenforceable provision or part had been omitted.
- 21. Order of Precedence.** In the event of any conflicts or inconsistencies between this Agreement, its attachments, and exhibits, such conflicts and inconsistencies will be resolved by reference to the documents in the following order of priority:

 - A. this Agreement
 - B. attachments
 - C. the bid solicitation document, including addenda (Exhibit 1)
 - D. the Contractor's bid response (Exhibit 2)
- 22. Certificate of Interested Parties.** Contractor agrees to comply with Texas Government Code Section 2252.908, as it may be amended, and to complete Form 1295 "Certificate of Interested Parties" as part of this Agreement.
- 23. Governing Law.** This Agreement is subject to all federal, State, and local laws, rules, and regulations. The applicable law for any legal disputes arising out of this Agreement is the law of the State of Texas, and such form and venue for such disputes is the appropriate district, county, or justice court in and for Nueces County, Texas.
- 24. Entire Agreement.** This Agreement constitutes the entire agreement between the parties concerning the subject matter of this Agreement and supersedes

all prior negotiations, arrangements, agreements and understandings, either oral or written, between the parties.

(SIGNATURE PAGE FOLLOWS)

CONTRACTOR

Signature: Seth McElroy

Printed Name: Seth McElroy

Title: SVP, Administration - Sales

Date: May 3, 2017

CITY OF CORPUS CHRISTI

Signature: _____

Printed Name: _____

Title: _____

Date: _____

Attached and Incorporated by Reference:

- Attachment A: Scope of Work
- Attachment A-1: Cash Manager Master Service Agreement
- Attachment B: Bid/Pricing Schedule
- Attachment C: Insurance/Bond Requirements
- Attachment D: Warranty Requirements

Incorporated by Reference Only:

- Exhibit 1: RFB/RFP No. 151
- Exhibit 2: Contractor's Bid/Proposal Response

Attachment A: Scope of Work

1.1 **General Requirements/Background Information**

The Contractor shall provide Armored Courier Services as outlined in this Scope of Work.

1.2 **Scope of work**

The Contractor shall provide Armored Courier Services at the following locations at the designated times:

Pick-Up Location	Pick-Up Time	Drop-Off Location	Drop-Off Time	Frequency
Police Department -321 John Sartain St	8:00AM – 10:30AM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Monday-Friday*
Police Impound Lot 5485 Greenwood Dr.	8:00AM – 12:00PM <u>AUCTION ONLY:</u> First Saturday of every month (Will call after 4:45PM. Must pick-up within 1 hour after being called.	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Monday-Friday* And 1 st Saturday of every month
Health Department- 1702 Horned Road- Circulation Desk 1 st Floor 1. Environmental 2. Immunizations 3. Vital Statistics 4. Laboratory 5. TB Clinic	10:00AM – 12:00PM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Once a week*
Central Cashiering City Hall 1 st Floor 120 Leopard St	8:00AM – 10:30AM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX (Frost Vault Services- Downtown)	Before 3:00PM	Monday-Friday*
Municipal Court 120 N. Chaparral St	8:00AM – 10:30AM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Monday-Friday*
Landfill/Solid Waste 7001 Ayers St	8:00AM – 10:30AM	City of Corpus Christi Depository Bank – Frost Bank	Before 3:00PM	Monday-Friday*

		- 802 North Carancahua St., Corpus Christi, TX		
Corpus Christi International Airport 1000 International Dr Parking Toll Plazas – Parking Lot Exit	8:00AM – 1:30PM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Monday-Friday* Saturdays
Development Services 2406 Leopard St	8:00AM-11AM	City of Corpus Christi Depository Bank – Frost Bank – 802 North Carancahua St., Corpus Christi, TX	Before 3:00PM	Monday-Friday*

*Except as noted, locations will not require service on City-recognized holidays (New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day).

Service Requirements:

1. The Contractor shall have a vault at the Contractor's place of business.
2. The Contractor is responsible to meet all applicable federal and state laws regarding licensing and bonding while engaged in providing Armored Courier Services to the City. Contractor shall submit satisfactory evidence that it is in good standing in this regard.
3. Contractor shall include criteria for background checks and security clearance on armored car personnel. Periodic statements on the company's policy may be requested through the term of the agreement.
4. The Contractor shall employ a minimum of two employees per vehicle.
5. The Contractor must be able to transport multi-bag pick-ups or large tamper evident bags.
6. The Contractor's vehicles must have armor plating or some means of bullet-proof protection and bullet proof glass.
7. All vehicles used to service the City's account must be equipped with mobile telephones or two-way radios.

8. All windows on all vehicles must be closed at all times.
9. The Contractor shall provide and maintain vehicles necessary to meet the requirements of the agreement. Only armored transport vehicles shall be used; standard street vehicles such as unarmored automobiles, vans, light trucks, etc., are not acceptable. All vehicles used in the performance of this agreement shall be registered, licensed and insured. All vehicles shall be in good repair and able to operate efficiently and safely. Vehicles used in the performance of this agreement should have the Contractor's company name prominently displayed on both sides of the vehicle.
10. The Contractor vehicles servicing the City's account shall meet or exceed certification standards for an armored vehicle.
11. The Contractor shall provide contact information for service, billing and account questions.
12. All Contractor employees assigned to duty under the contract must maintain minimum fitness for duty requirements including mental and physical ability to guard and protect City monies as set forth in the Contractor policies and procedures for maintaining minimum fitness for duty standards.
13. All Contractor employees providing service to the City's account must present their company employee identification card immediately to the City employee releasing the deposit for their department.
14. All Contractor employees providing service to the City's account must wear proper identification, (patch and security label) on shirt and/or jacket. Apparel should be consistent and neat in appearance. Only authorized personnel are to be in attendance when servicing the contract.
15. The Contractor shall adhere to the pick-up/delivery schedule. If the Contractor is unable to perform the work as scheduled, they shall inform the Contract Administrator upon notification of any changes.
16. The Contractor's equipment must be operational at all times during the performance of the work.

17. The Contractor's employee needs to service the Central Cashiering City Hall location from the Lipan Street entrance.
18. The Contractor will be responsible for picking up paperwork from Frost Bank Vault Services and delivering to City Hall Central Cashiering daily.
19. The Contractor shall provide a bill of lading, which details the number of bags, the amount of the deposit, and tamper evident deposit bag number(s), to the City employee for all pick-ups and change order deliveries.
20. A signature must be obtained from the Commercial Vault Supervisor or their designee on the bill of lading for all deposits delivered to the City depository during normal business hours (Monday – Friday: 8:00AM to 5:00PM). Use of night depository is not permitted. Deposits which cannot be delivered during normal business hours must be kept safe in a vault at the Contractor's place of business and delivered to the City's depository prior to 3:00 PM the next business day.

1.3 City Contract Administrator

The Contract Administrator for the City of Corpus Christi is as outlined below. The Contract Administrator shall approve all phases of performance and operations under this Contract including authorization for payment. The Contract Administrator or designee shall be the single point of contact for the Contractor for all matters. The Contract Administrator may change over time and any such changes will be given to the Contractor in writing.

Contract Administrator – Judy Villalon, City Treasurer
PO Box 9277
Corpus Christi TX 78469-9277
361-826-3651
JudyAV@cctexas.com

1.4 Work Site and Conditions

The work shall be performed throughout the City as specified in the Bid Form.

1.5 Contractor Quality Control and Superintendence

The Contractor shall establish and maintain a complete Quality Control Program that is acceptable to the Contract Administrator to assure that the requirements of the Contract are provided as specified. The Contractor will also provide supervision of the work to insure it complies with the contract requirements.

Attachment A-1: Cash Manager Master Service Agreement

Proposal ID 8022

Texas LIC B06573

CASH MANAGER MASTER SERVICES CONTRACT SERVICE CONTRACT #48000976 ("CONTRACT")

CONTRACT executed As shown in this Agreement 837 by and between:

1 **DUNBAR ARMORED, INC. ("DUNBAR")**
50 SCHILLING ROAD
HUNT VALLEY, MD 21031

2 **City of Corpus Christi ("CUSTOMER")**
1201 Leopard Street
4th Floor
Corpus Christi, TX 78469

WITNESSETH

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties to this CONTRACT agree as follows:

This CONTRACT shall be effective As shown in this Agreement 837 (the "Effective Date") and shall remain effective in full force and effect for 12 months from the Effective Date (the period from the Effective Date through 12 months from the Effective Date shall be referred to as the "Initial Term") and, thereafter for two twelve-month renewals, subject to the right of termination upon either party giving the other party written notice of such intention to terminate at least thirty (30) days prior to any subsequent anniversary date (the date of expiration, or such earlier date of termination pursuant to the terms of this CONTRACT, shall be referred to as the "Contract Termination Date"). DUNBAR and CUSTOMER are sometimes referred to herein as a "Party" or collectively as the "Parties."

It is understood and agreed between the Parties that locations and equipment may be added to this CONTRACT throughout the term of the CONTRACT pursuant to the terms and provisions of this CONTRACT and a Schedule of Service and Service Rates executed by both Parties from time to time (each such Schedule of Service and Service Rates being referred to herein as a "Schedule"), which Schedule shall contain the information set forth in Section 1 of the Terms and Conditions. It is further understood and agreed that the term of each Schedule shall commence on the Location Commencement Date as set forth therein and continue in effect for 12 months unless terminated earlier pursuant to the terms of this CONTRACT (each a "Location Term"). The parties may also enter into a EZChange Preparation Rider from time to time (a "Coin & Currency Rider") and addenda to this CONTRACT from time to time (each an "Addendum"). This CONTRACT and each Schedule, Coin & Currency Rider, Addendum, guaranty agreement (if any) and each other agreement and document relating to the CONTRACT shall be referred to as a "Transaction Document" and collectively as the "Transaction Documents."

CUSTOMER has read, understood, and accepted the terms of this CONTRACT, including the Terms and Conditions (all such Terms and Conditions being incorporated herein by reference) and CUSTOMER agrees to pay the charges as detailed herein or on any Schedule executed in connection herewith.

By its signature below, CUSTOMER re-affirms that, once CUSTOMER accepts the Equipment, CUSTOMER's obligations to make payments of the Equipment Amounts are absolute and unconditional in all respects.

CUSTOMER acknowledges that Dunbar may assign its payment rights (but not obligations) to a financing affiliate (the "Equipment Assignee"); provided that, notwithstanding such assignment (if any) from DUNBAR to Equipment Assignee, effective upon such assignment, Equipment Assignee (by acceptance of the assignment) directs CUSTOMER to make all payments of the applicable Equipment Amounts to: DUNBAR ARMORED, INC. 50 Schilling Road, Hunt Valley, MD 21031 as servicing agent for Equipment Assignee until such time as Equipment Assignee directs CUSTOMER in writing to make such payments to Equipment Assignee or its designee at another address and, upon receipt of such notification, CUSTOMER agrees to remit said payments as directed by the Equipment Assignee.

Terms and Conditions

1. **SCHEDULE** CUSTOMER may from time to time contract for DUNBAR'S services in various quantities and at various times or request that DUNBAR initiate DUNBAR services incrementally. Orders for DUNBAR'S services shall be issued by CUSTOMER'S authorized representative pursuant to a Schedule that sets forth the following information: i) Equipment model and type ii) Service frequencies iii) Schedule of locations iv) Payment amount. The terms and conditions of this CONTRACT shall be deemed incorporated into and made a part of each Schedule to the extent any terms and conditions set forth in the Schedule conflict with the terms of this CONTRACT, the terms of the Schedule shall prevail.

2. **REPRESENTATION REGARDING INSURANCE** DUNBAR represents that it carries insurance with an insurance company covering its liability as stated in this CONTRACT for loss of or damage to property consigned to it hereunder and that it carries insurance which, subject to the terms and limits of the Contract or Contracts pertaining thereto, covers liability to third persons for damage incurred to them by reason of accidents for which DUNBAR is legally responsible and DUNBAR agrees to keep such insurance in force during the term of this CONTRACT.

3. **SERVICES** DUNBAR agrees, subject to the Terms and Conditions of this CONTRACT, that it will (a) accept and issue a receipt for Sealed Containers, containing currency, coin, and/or checks from the CUSTOMER location(s) listed on each respective Schedule (b) deliver by armored transportation Sealed Containers in like condition, against receipt to Dunbar's cash vault for verification and (c) thereafter deliver Sealed Containers, against receipt, to the respective depository listed on such Schedule. DUNBAR shall also accept from a depository listed on a respective Schedule Sealed Containers for delivery by armored transportation to the CUSTOMER location(s) listed on such Schedule in like condition and against receipt therefore. All containers are to be sealed and secured locked to the satisfaction of DUNBAR. If any container is not sealed and secured locked to DUNBAR's reasonable satisfaction, DUNBAR shall have no obligation to accept such container and provide the services hereunder. DUNBAR uses sophisticated scanners with barcode technology and tracking capability. It is understood and agreed that DUNBAR retains the right to provide CUSTOMER access to electronic signatures in lieu of hard copy receipts.

4. **MAXIMUM LIABILITY** The maximum liability for any cargo loss for property consigned to DUNBAR hereunder shall be the lesser of (a) the respective Maximum Shipments amount as stated on the Schedule with respect to the applicable location, (b) the value as stated in DUNBAR'S receipt for the Sealed Container(s) accepted or (c) the actual cash value of any property lost or damaged. DUNBAR shall not be liable for any special, consequential, punitive or incidental losses or damage under any theory of liability.

Service Contract #48000976

DUNCM0213

5. **LOCKED AND SEALED CONTAINERS** CUSTOMER agrees to place all currency, coins and checks in Sealed Containers at the time of delivery to DUNBAR. DUNBAR shall not be obligated to receive any container, bag or cassette not properly locked or sealed to DUNBAR's satisfaction.

6. **RESPONSIBILITY FOR SEALED CONTAINERS** Responsibility of DUNBAR for Sealed Containers under this CONTRACT shall begin when such Sealed Containers have been accepted and receipted for by an AUTHORIZED EMPLOYEE of DUNBAR. Responsibility of DUNBAR for Sealed Containers under this CONTRACT shall continue for as long as DUNBAR retains possession of the funds included in the Sealed Containers, including verification and storage of such funds.

7. **CUSTOMER RECORDS** CUSTOMER agrees to maintain a complete record as to maker and amount of all checks placed in any Sealed Container given to DUNBAR and in case of loss or damage, to promptly, diligently and completely cooperate with DUNBAR in the identification and replacement of lost, destroyed or stolen checks contained in any such Sealed Container. Complete cooperation shall include, but not be limited to, requests by CUSTOMER to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all its legal and equitable rights against said makers. CUSTOMER subrogates such rights to DUNBAR and its assigns. DUNBAR'S liability in the event of loss, destruction or theft of checks shall in all events be limited to payment for the reasonable costs to replace and reissue such checks. Notwithstanding the foregoing, DUNBAR shall not be responsible for such cost in excess of \$25,000 per occurrence.

8. **CLAIMS FOR LOSS OR DAMAGES; GOVERNING LAW; JURISDICTION** Upon discovery of a claim for loss or damage of the contents of any Sealed Container, CUSTOMER shall promptly report the same to the appropriate authorities and shall maintain and preserve all evidence relating thereto. Within ten (10) days after discovery of any such loss, but in no event more than thirty (30) days after the currency, coins or checks in connection with such claim were delivered to DUNBAR, CUSTOMER shall give notice of such claim in writing to DUNBAR. If the CUSTOMER fails to comply with the conditions of this paragraph 8, CUSTOMER agrees that all claims against DUNBAR relating to any such loss or damage shall be deemed to be waived and released. Within thirty (30) days after the giving of written notice of any claim for loss or damage of the contents of any Sealed Container, CUSTOMER shall furnish to DUNBAR detailed written proof of such loss or damage in form satisfactory to DUNBAR and DUNBAR'S insurer. CUSTOMER agrees to cooperate with and assist DUNBAR and DUNBAR'S insurer in its adjustment of any loss. No action, suit or other proceeding to recover from any such loss or damage shall be maintained against DUNBAR unless CUSTOMER complies with all of the terms and conditions of this CONTRACT, and unless such proceeding is commenced within twelve (12) months of the day of receipt by DUNBAR of the currency, coins and checks giving rise to such suit, action or proceeding. If it is determined that any of the provisions of this paragraph are invalid, then the notice requirements and the time for suit stated herein shall be the shortest limit of time allowable under applicable law. This CONTRACT and all other Transaction Documents and all claims hereunder will be governed by the laws of the State of Texas, and all claims, suits, or proceedings brought against DUNBAR to recover for loss or damage must be brought in a court within the jurisdiction of the State of Texas.

9. **LIMITATION ON VALUE OF SHIPMENTS** It is expressly agreed by the CUSTOMER that the provisions of this CONTRACT dealing with the limitations on the liability of DUNBAR may not be waived or amended by any employee or agent of DUNBAR, except with the written consent of a corporate officer of DUNBAR. DUNBAR will not be liable for loss or damage to currency, coins or checks consigned to it in excess of the respective Maximum Shipments amount as stated in the Schedule. CUSTOMER understands that additional liability coverage is available and can be adjusted by Addendum executed by the Parties to this CONTRACT. Changes in liability may result in adjustment offees.

10. **FORCE MAJEURE** It is understood and agreed that DUNBAR shall not be responsible for any loss or damage caused by hostile or warlike action or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action or governmental seizure" is understood by CUSTOMER and DUNBAR to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states. DUNBAR shall not be liable for nonperformance or delays not caused by its fault or neglect, or for nonperformance or delays caused by strikes, riots, insurrection, acts of God or the public enemy, or means beyond its control.

11. **LIMITATION ON REPRESENTATIONS AND WARRANTIES** DUNBAR makes no warranties, express or implied, and expressly disclaims any and all warranties, except as expressly stated herein.

12. **INTEREST** This Contract is subject to the provisions of the Texas Prompt Payment Act.

13. **INCREASES IN FEES/CHARGES** DUNBAR shall have the right to increase the charges provided for herein at any time after the second one-year renewal of this CONTRACT upon giving CUSTOMER written notice thirty (30) days in advance of such increase. The Fuel Matrix in Exhibit A is hereby incorporated in the contract. DUNBAR may adjust transportation rates based upon the Fuel Matrix. This Contract includes set up with the depository bank as stated on the Schedule of Service. Any subsequent change or modification to the depository bank will be subject to a change fee of \$75.00 per location.

14. **RECEIPT BOOKS AND SCANNING CARDS** DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR'S standard fees for such supplies.

15. **NO OFFSET** This Contract is subject to the Texas Prompt Payment Act.

16. **RESPONSIBILITIES LIMITED TO TERMS OF CONTRACT** CUSTOMER understands and agrees that DUNBAR is entering this CONTRACT to provide services outlined herein subject to the terms and conditions of the Transaction Documents. DUNBAR accepts the duties and responsibilities of this CONTRACT only with the acceptance of and compliance with the terms and conditions of the Transaction Documents. Any claims made by CUSTOMER must be subject to these conditions, whether filed under contract, tort, warranty, strict liability, bailment, conversion, or any other theory of liability.

17. **ACCURACY GUARANTEE** DUNBAR guarantees, subject to Section 18 below, that the dollar bills contained in the safe, which is part of the Equipment (each a "Safe") and used in conjunction with Dunbar's armored transportation service in accordance with the terms and conditions herein, shall match the amount of money shown on the Safe's content report at the time of pickup. In cases where more money is counted than reported by the Safe, CUSTOMER shall receive deposit credit for such additional money. This guarantee applies only to monies loaded into and accepted by the Safe's bill validator(s) and specifically does not apply to funds deposited into the envelope drop or funds in the change control system. Furthermore, this guarantee applies only if Sealed Containers are used and the cash is counted and verified by DUNBAR Cash Vault Services.

18. **GUARANTEE EXCEPTIONS** The guarantee above shall not apply when: a) there is evidence that the Safe has been opened or tampered with in the absence of an employee of DUNBAR; b) electronic or mechanical failure of the Equipment; c) failure of CUSTOMER to follow the procedures as set forth in this CONTRACT and as mutually agreed upon by the parties in writing d) Subsequent Deposit: If DUNBAR is not the final depository, this guarantee will not apply to subsequent verification of currency by any third party.

19. **PAYMENTS, BILLING DISPUTES & OBLIGATION TO PAY** CUSTOMER is required to pay DUNBAR for all charges billed to CUSTOMER's account for services and equipment at the rates set forth in the Schedule and out-of-warranty repairs, after-hours repairs and replacement services (at DUNBAR normal rates), shipping charges (other than by 3rd-day ground), including any sales or use taxes, access and other fees required by law to be paid on any of DUNBAR's services, within thirty (30) days after receipt of an invoice from DUNBAR. CUSTOMER HEREBY AGREES THAT IF CUSTOMER DOES NOT NOTIFY DUNBAR IN WRITING WITHIN 90 DAYS OF A DISPUTE WITH RESPECT TO ANY CHARGES ON AN INVOICE, CUSTOMER WAIVES CUSTOMER'S RIGHT TO DISPUTE THE RESPECTIVE CHARGES. Notwithstanding the foregoing, CUSTOMER's obligation to pay, as and when due, all amounts owing under this CONTRACT and all Schedules issued pursuant hereto and to fully discharge and perform all of CUSTOMER's other obligations hereunder and thereunder are and shall be absolute and unconditional in all respects and shall not be subject to any delay, abatement, reduction, set-off, defense, counterclaim or recoupments of any kind for any reason whatsoever. Additionally, this Contract is subject to the Texas Prompt Payment Act.

20. **EQUIPMENT** Unless otherwise expressly provided on the Schedule, CUSTOMER understands the equipment necessary to provide the services and identified in each Schedule is and remains DUNBAR's property (unless sold, transferred or assigned by DUNBAR pursuant to this CONTRACT), and DUNBAR will have sole title to the Equipment during the term of this CONTRACT (unless sold, transferred or assigned by DUNBAR pursuant to this CONTRACT). Customer has not purchased the Equipment and CUSTOMER shall not acquire any right, title or interest in or to such Equipment except the right to use it in accordance with the terms of this CONTRACT and the respective Schedule. CUSTOMER does not own the Equipment, and CUSTOMER will not allow any liens, security interests or encumbrances to be placed on the Equipment. Except as otherwise expressly set forth herein, CUSTOMER shall operate, maintain, service and otherwise repair the Equipment and maintain all records and other materials relating thereto in accordance and consistent with all maintenance and operating manuals, the requirements of all applicable insurance policies, and all applicable laws. CUSTOMER is responsible for any loss of or damage to the Equipment while in CUSTOMER'S possession, and no such loss or damage relieves CUSTOMER from payment and performance obligations under this CONTRACT or any applicable Schedule. DUNBAR will provide routine service and repair of the Equipment during the term of this CONTRACT during normal business hours (8:00 a.m. to 5:00 p.m. local time), Monday through Friday (excluding holidays). After hours assistance shall also be available but additional charges may apply. Telephone assistance shall be made available to the CUSTOMER twenty-four (24) hours per day. DUNBAR shall respond to any request for such service or repair as stated in the Warrantee attached hereto. Return service or repair with parts, if needed, will be provided within (a) twenty-four (24) hours after the original service visit, if the original service visit occurred on Monday through Friday and (b) forty-eight (48) hours after the original service visit if the service visit occurred on a Saturday or Sunday. Routine services and repairs to be provided by DUNBAR under this CONTRACT shall not include any services or repairs arising from (a) damage to the Equipment caused by abuse, neglect or misuse of the Equipment, (b) any unauthorized installation, maintenance, use, repair or adjustment to the Equipment, (c) application software support or excessive support, (d) relocation of the equipment or (e) failure of CUSTOMER to comply with the terms of this Section 21 ("Out of Scope Services"). Additional charges shall apply to Out of Scope Services Unless otherwise expressly provided on the Schedule(s), DUNBAR will also move the Equipment from one location to another during the term of the relevant Schedule, at CUSTOMER's expense, after CUSTOMER has delivered to DUNBAR a written request (a "Relocation Notice") specifying (a) the Equipment to be relocated, (b) the current location of such Equipment, (c) the location to which such Equipment is to be moved and reinstalled (the "New Location") and (4) the date on which such Equipment is to be reinstalled at the New Location (the "Relocation Date"); provided, however, in no event shall such Relocation Date be sooner than 30 days after the respective Relocation Notice has been delivered to DUNBAR. Premium charges apply if, at CUSTOMER request, such relocation services are provided after-hours, on weekends or on holidays. CUSTOMER does not have a right to sell, lease, give away, transfer, pledge, mortgage, remove, relocate, upgrade, update, alter, modify or tamper with the Equipment at any time. CUSTOMER shall not disassemble, decompile, copy or reverse engineer the Equipment or otherwise attempt in any way to gain access to or possession or understanding of the Equipment source code. If CUSTOMER terminates DUNBAR'S services for any reason (whether voluntary or involuntary), CUSTOMER must return the Equipment to DUNBAR in working order, normal wear and tear excepted. In the event that the Equipment is not returned to DUNBAR within thirty (30) days of the termination, or when returned DUNBAR determines that any of the Equipment is not in working order or otherwise in the condition required hereby, CUSTOMER shall, upon demand, pay to DUNBAR (or its assignee) the present value of all remaining payments to become due under this CONTRACT (or the applicable Schedule) discounted at a rate of 5% per annum and DUNBAR may exercise all right and remedies available at law or in equity.

21. **EQUIPMENT SCHEDULE** Each Schedule, incorporating the terms and conditions of this CONTRACT, will constitute a separate instrument.

22. **ACCEPTANCE OF EQUIPMENT** Upon delivery, CUSTOMER shall inspect and, if the Equipment is in good condition and repair and operating satisfactorily, accept the Equipment. The Dunbar Cash Manager Safes Installation Sign Off Agreement will evidence CUSTOMER's unconditional and irrevocable acceptance of the Equipment described therein. If CUSTOMER does not object to the condition of the Equipment within seven (7) days after delivery thereof, CUSTOMER shall be deemed to have accepted such Equipment. CUSTOMER and DUNBAR agree that the (7) days is a reasonable period of time to inspect the Equipment.

23. TAXES AND FEES CUSTOMER is responsible for all taxes, charges and other fees due in connection with Cash Manager Master Services Contract, Schedule, and/or the Equipment. To the extent permitted by applicable law, CUSTOMER agrees to report, file and pay when due to the appropriate governmental agency all taxes and fees relating to this Cash Manager Master Services Contract, Schedule and the Equipment (including sales/use tax, personal property tax, fines and penalties). CUSTOMER shall provide evidence to DUNBAR of the payment of such taxes and fees. If DUNBAR is required by law to pay such taxes or other imposts on CUSTOMER's behalf, CUSTOMER agrees to reimburse DUNBAR upon demand and to pay DUNBAR a processing fee for each payment DUNBAR makes on CUSTOMER's behalf.

24. ASSIGNMENT/TRANSFER CUSTOMER MAY NOT ASSIGN CUSTOMER'S INTEREST IN THIS CONTRACT OR ANY SCHEDULE OR ANY OTHER TRANSACTION DOCUMENT WITHOUT DUNBAR'S PRIOR WRITTEN CONSENT.

25. DEFAULT AND REMEDIES Any of the following events or conditions will constitute a default hereunder (each a "Default"): a) CUSTOMER fails to pay any sum due DUNBAR within ten (10) days after the due date thereof; b) CUSTOMER fails to observe or perform any other term, covenant or condition of this CONTRACT and such failure continues for ten (10) days following the receipt of written notice from DUNBAR; c) the filing by or against CUSTOMER of a petition under the Bankruptcy Code or under any insolvency law providing for the relief of debtors; d) the voluntary or involuntary making of an assignment of a substantial portion of CUSTOMER's assets by CUSTOMER for the benefit of creditors, appointment of a receiver or trustee for CUSTOMER or for CUSTOMER's assets, commencement of any formal or informal proceedings for dissolution, liquidation, settlement of claims against or winding up of CUSTOMER's affairs, or CUSTOMER ceases doing business as a going concern; e) any representation or warranty made by CUSTOMER herein or in any Transaction Document or other document delivered by CUSTOMER in connection herewith will prove to have been misleading or inaccurate in any material respect when made; f) CUSTOMER is in default under any other contract with DUNBAR; g) CUSTOMER sells, leases, transfers, or disposes of substantially all of CUSTOMER's assets or merges or reorganizes without the prior consent of DUNBAR and, if DUNBAR assigned any its rights under this CONTRACT, any assignee of DUNBAR; or h) CUSTOMER creates, incurs, assumes or suffers to exist any lien, pledge or other encumbrance or attachment of any kind whatsoever upon, affecting or with respect to the Equipment or any of DUNBAR'S interest therein. Upon the occurrence of a Default, DUNBAR may, at DUNBAR'S option and without notice to CUSTOMER, a) suspend service; b) require CUSTOMER to pay as liquidated damages and not as a penalty the present value of the remaining balance of the payments due under this CONTRACT, the Schedules and any other Transaction Document, plus all other amounts (including any past due payments) owed to DUNBAR under this CONTRACT, the Schedules and any other Transaction Document, c) regardless of whether such amounts are paid, require CUSTOMER to return the Equipment to DUNBAR, d) cancel this CONTRACT but no such cancellation shall be deemed to occur unless written notice to that express effect is given by DUNBAR to CUSTOMER, e) take immediate possession of any or all of the Equipment without notice or demand and without court order or process, and for such purpose, enter upon any premises without liability for so doing, f) proceed by appropriate action either at law or in equity to enforce performance by CUSTOMER of the applicable covenants of this CONTRACT or recover damages for the breach thereof, and/or g) pursue any other remedy available to DUNBAR at law or in equity. In addition, CUSTOMER agrees to pay DUNBAR all costs and expenses, including reasonable attorney's fees, incurred by DUNBAR, in exercising or attempting to exercise any of DUNBAR'S rights or remedies, plus pay interest at the Default Rate on all amounts owing until paid if so ordered by a court. If this CONTRACT is deemed to create a security interest, DUNBAR'S remedies will include those available under Article 9 of the UCC. A waiver of default shall not be construed as a waiver of any other or subsequent default. The foregoing remedies are cumulative and not exclusive and may be exercised concurrently with one another. CUSTOMER shall remain liable for any deficiency after the exercise of such remedies. DUNBAR shall not be required to mitigate CUSTOMER's damages hereunder. Any amounts to be discounted to present value shall be discounted at a rate of 5% per annum. "Default Rate" shall mean the lesser of (a) 20% per annum or (b) the maximum amount permitted by law.

26. MISCELLANEOUS This contract may be executed by facsimile which will constitute originals for all purposes. All notices to DUNBAR shall be in writing. Section headings and captions in this CONTRACT are for convenience only and shall not affect the construction or interpretation of this CONTRACT. Any provision of this CONTRACT, or of any other Transaction Document, that is prohibited by, or unenforceable under, the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability, without invalidating the remaining provisions of this CONTRACT, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. To the extent permitted by applicable law, CUSTOMER hereby waives any provision of law which renders any provision of this CONTRACT or any other Transaction Document prohibited or unenforceable in any respect.

27. WAIVER OF JURY TRIAL DUNBAR AND CUSTOMER HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH DUNBAR AND/OR CUSTOMER MAY BE PARTIES ARISING OUT OF OR IN ANY WAY PERTAINING TO THIS CONTRACT OR ANY OF THE OTHER TRANSACTION DOCUMENTS. *Any claim arising under or related to this CONTRACT or the Equipment will be governed by the laws of the State of Texas and will be adjudicated exclusively in any State or Federal court located in Texas (or the state of DUNBAR's Assignee, if different).*

Accepted on behalf of

DUNBAR ARMORED, INC.

Signed by: 
Seth McElroy
Senior Vice President
Administration

Accepted on behalf of

City of Corpus Christi

Customer Signature Authorization

Print or Type Name & Title

Attachments The Following Attachments are hereby incorporated in

the Contract:
Schedule of Service and Service Rates
Fuel Matrix
Safe Warranty

FEIN: 74-6000574

Organizational No.:

SCHEDULE OF SERVICE AND SERVICE RATES

Schedule No. 287793 to Cash Manager Master Service Contract
Between Dunbar Armored, Inc. and City of Corpus Christi
As shown in this Agreement 837
(the "Master Agreement") (Excluding Sales &
Use Taxes, if applicable)

1. Master Agreement. The Master Agreement is hereby incorporated into this Schedule and made a part hereof. Each capitalized term used in this Schedule, but not defined herein, shall have the meaning given such term in the Master Agreement. The items of Equipment described on Schedule Of Service And Service Rates are hereby leased on the terms specified in this Schedule and the Master Agreement.

2. Term. The term of this Schedule is twelve (12) months and shall commence upon the earlier to occur of (a) the date CUSTOMER executes the Certificate of Acceptance or (b) the seventh day immediately following the date DUNBAR delivers and installs the Equipment at the respective location, unless CUSTOMER has rejected such Equipment in writing on or before the seventh day immediately following the date DUNBAR delivers and installs the Equipment at the respective location (the earliest to occur being referred to as the "Location Commencement Date"). CUSTOMER shall be obligated to pay for services for such location and Equipment upon the Location Commencement Date

DUNBAR ARMORED, INC.**City of Corpus Christi**

Customer Signature Authorization

Countersigned by: 
Seth McElroy
Senior Vice President
Administration

Print or Type Name Title

Service Location(s):

Loc #	Location	Equipment	FEIN	Serial Number
3	City of Corpus Christi /Health Department/Circulation Desk 1st Floor. 1702 Horned RD. Corpus Christi, TX 78469	CM2400 Cash Manager Safe		Q447130382

Services	Service Days	Max Shipments	Depository(ies)	Schedule of Rates
Cash Manager Safe	Wednesday	Cash	\$50,000 SAN ANTONIO DCVS	Per Month Per Location \$559.18
Deposit Pickup		Checks	\$3,000	Per Holiday Trip \$55.00
Deposit Processing			FROST BANK 802 N. CARANCAHUA STREET CORPUS CHRISTI, TX 78401	Per \$1000 Over Stated Liability \$0.28 Per Item Over 2 Per Trip \$1.00 Per Minute Over 5 On Site \$2.00
Change Order Delivery	Wednesday	Change Orders	\$5,000 SAN ANTONIO DCVS	Included in Monthly Rate \$0.00
Special Trip	On-Call	Cash	\$50,000 SAN ANTONIO DCVS	Per Special Trip \$55.00
		Checks	\$3,000	Per \$1000 Over Stated Liability \$0.28 Per Item Over 2 Per Trip \$1.00 Per Minute Over 5 On Site \$2.00
			FROST BANK 802 N. CARANCAHUA STREET CORPUS CHRISTI, TX 78401	
Dunbar EZ-Change	Wednesday	Change Orders	\$5,000 SAN ANTONIO DCVS	Per Roll Of Coin \$0.0850 Per Strap Of Currency \$0.6000 Per Non-Standard Order \$3.7500 Per Returned Order \$25.0000
Deposit Verification		Cash	\$50,000 SAN ANTONIO DCVS	Per Manual Drop Verified \$2.50
		Checks	\$3,000	
			FROST BANK 802 N. CARANCAHUA STREET CORPUS CHRISTI, TX 78401	

Holidays: On Call Excluding: Thanksgiving, Christmas

This Contract includes set up with the depository bank as stated on the Schedule of Service. Any subsequent change or modification to the depository bank will be subject to a change fee of \$75.00 per location.

Service Contract: 48000976

DUNBAR agrees to provide CUSTOMER with a receipt book and an initial supply of scanning cards at no cost to the CUSTOMER. Replacement receipt books and scanning cards will be provided at DUNBAR's standard fees for such supplies.

Safe Warranty

Dunbar Cash Manager Safe equipment is warranted, subject to conditions set forth below, to be free from defects in materials and workmanship for the term of the contract.

If the equipment proves defective, it shall be repaired, or necessary parts replaced, with no charge for parts/labor provided during contractor's normal local business hours while under continuing warranty. The technician will arrive on site within six (6) hours of the Contractual Service Hours. Contractual Service Hours are Monday through Sunday 8:00AM – 5:00 PM Local time, Federal Holidays excluded. If a part is needed, the technician will order from the Dunbar Inventory to arrive on-site next business day. The Dunbar technician will return to replace the part within six (6) hours of the part arriving on site Monday through Sunday 8:00 AM – 5:00 PM local time.

This warranty expressly does not cover printer paper jams. Consumable items (i.e. paper, canisters, bags, keys) are warranted only to the extent that such items are shipped in proper working condition. There is no warranty on canisters or keys.

Failure to maintain general upkeep, cleaning, etc. as may be described in the safe manual may result in voiding the warranty. The equipment or any of its electronic or mechanical parts may not be altered or serviced by anyone other than an authorized service agent nor used contrary to instructions or in violation of product manual. See out-of-scope calls below, which shall be the responsibility of safe user and will be billed by Dunbar in the Dunbar monthly invoice.

Exclusions: Out-of-Scope Calls

Out-of-Scope is defined by calls that are due to:

- Corrosion/Liquid Damage
- Physical Abuse
- Parts Missing/Stolen
- Vermin Infestation
- Safe Upgrades – Upgrades are defined as calls to modify the basic functionality of the safe whether hardware and/or software.
- Acts of God,
- Excessive Support Delays,
- Relocations/Moves,
- Abuse, Neglect, Accidental damage, or Misuse

Safe printer - Manufacturer's warranty applies

Exhibit A

Proposal ID: 8022

Schedule No. 287793

The Dunbar fuel surcharge matrix is based on benchmark information from the US Energy Information Administration (www.eia.gov) and will be calculated monthly.

Fuel Matrix
(Monthly Rates)

Average Fuel	1x Week	2x Week	3x Week	4x Week	5x Week	6x Week	7x Week
\$0.00 - \$3.99	\$8.50	\$17.00	\$25.50	\$34.00	\$42.50	\$51.00	\$59.50
\$4.00 - \$4.99	\$11.00	\$22.00	\$33.00	\$44.00	\$55.00	\$66.00	\$77.00
\$5.00 - \$5.99	\$13.25	\$26.50	\$39.75	\$53.00	\$66.25	\$79.50	\$92.75

Should fuel prices increase above \$5.99 per gallon, the fuel matrix will continue with increases consistent with the schedule above.

Attachment B: Bid/Pricing Schedule

Pricing Form- Armored Courier Services RFB 151

CITY OF CORPUS CHRISTI
PURCHASING DIVISION
BUYER: LYDIA JUAREZ

BID TABULATION
BID EVENT NO. 151
Commodity: Armored Courier Services

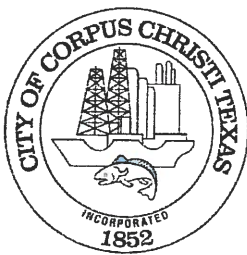
ITEM	DESCRIPTION	UNIT	QTY	Dunbar Armored Hunt Valley, MD	
				UNIT PRICE	EXTENDED PRICE
1	Police Department – 321 John Sartain St.	Months	12	\$345.32	\$4,143.84
2	Police Impound Lot – 5485 Greenwood Dr.	Months	12	\$345.32	\$4,143.84
	Police Impound Lot - 1 st Saturday of the Month	Days	12	\$17.74	\$212.88
3	Health Department -1702 Horne Rd. include the pick as follows: • CM2400 Cash Manager Safe Rental	Months	12	\$559.18	\$6,710.16
	• Fuel Charge for Safe pickup	Week	52	\$8.50	\$442.00
4	Central Cashiering – City Hall 1st Floor, 1201 Leopard St.	Months	12	\$345.32	\$4,143.84
5	Municipal Court–120 N. Chaparral St	Months	12	\$345.32	\$4,143.84
6	Landfill/Solid Waste-7001 Ayers St.	Months	12	\$345.32	\$4,143.84
7	Corpus Christi International Airport – 1000 International Dr Parking Toll Plaza-Parking Lot Exits	Months	12	\$345.32	\$4,143.84
	Corpus Christi International Airport Saturdays	Days	52	\$17.74	\$922.48
8	Development Services– 2406 Leopard St.	Months	12	\$345.32	\$4,143.84
Total					\$37,294.40

This Pricing Form is to be used and will supersede the original pricing structure of services submitted in the initial RFB response. Services from Bid Form for RFB No. 151 Armored Courier Services has been revised to remove pickup location services as follows: Health Department- 1. Administration, 2. Immunization, 3. Vital Statistics, 4. STD Clinic, Laboratory, TB Eliminations; Landfill/Solid Waste- Saturdays and Holidays; and Corpus Christi International Airport- Sunday & all Holidays pickup locations. Bidder has acknowledged and agreed to services and pricing as stated in this bid pricing form.

Bidder Signature

Date

Authorized Signature



CITY OF CORPUS CHRISTI BID FORM

**PURCHASING DIVISION
RFB No. 151
Armored Courier Services**

PAGE 1 OF 2

Date: August 26, 2016

Bidder: Dunbar Armored, Inc.

Authorized
Signature:

S. Sanchez

1. Refer to "Instructions to Bidders" and Contract Terms and Conditions before completing bid.
2. Quote your best price for each item.
3. In submitting this bid, Bidder certifies that:
 - a. The prices in this bid have been arrived at independently, without consultation, communication, or agreement with any other Bidder or competitor, for the purpose of restricting competition with regard to prices;
 - b. Bidder is an Equal Opportunity Employer; and the Disclosure of Interest information on file with City's purchasing office, pursuant to the Code of Ordinances, is current and true.
 - c. Bidder is current with all taxes due and company is in good standing with all required governmental agencies.
 - d. Bidder acknowledges receipt and review of all addenda for this RFB.

Item	Description	UNIT	QTY	Unit Price	Total Price
1	Police Department – 321 John Sartain St.	Months	12	\$345.32	\$4,143.84
2	Police Impound Lot – 5485 Greenwood Dr.	Months	12	\$345.32	\$4,143.84
	Police Impound Lot - 1 st Saturday of the Month	Days	12	\$17.74	\$212.88
3	Health Department -1702 Horne Rd. To include the pick- locations for the City Health Department as follows: 1. Administration – 1 st Floor, Room 12 2. Immunization – 2 nd Floor, Room # not assigned 3. Vital Statistics – 1 st Floor, Room 21 4. STD Clinic – 1 st Floor, Room 134 5. Laboratory-1 st Floor, Room # not assigned 6. TB Eliminations-1 st Floor, Room 113	Months	12	\$1,617.26	\$19,407.12

4	Central Cashiering – City Hall 1 st Floor, 1201 Leopard St.	Months	12	\$345.32	\$4,143.84
5	Municipal Court–120 N. Chaparral St	Months	12	\$345.32	\$4,143.84
6	Landfill/Solid Waste-7001 Ayers St.	Months	12	\$345.32	\$4,143.84
	Landfill Saturdays	Days	52	\$17.74	\$922.48
	Landfill Holidays (Operating Memorial Day, Labor Day, Friday after Thanksgiving)	Days	3	\$75.00	\$225.00
7	Corpus Christi International Airport – 1000 International Dr Parking Toll Plaza-Parking Lot Exits	Months	12	\$345.32	\$4,143.84
	Corpus Christi International Airport Saturdays	Days	52	\$17.74	\$922.48
	Corpus Christi International Airport Sundays & All Holidays	Days	59	\$400.00	\$23,600.00
8	Development Services– 2406 Leopard St.	Months	12	\$345.32	\$4,143.84
9	Option - Smart Safe Lease Equipment, if available	EA	1	See Attached Documents	
Total					\$74,296.84

Attachment C: Insurance Requirements

CONTRACTOR'S LIABILITY INSURANCE

- A. Contractor must not commence work under this contract until all insurance required has been obtained and such insurance has been approved by the City. Contractor must not allow any subcontractor, to commence work until all similar insurance required of any subcontractor has been obtained.
- B. Contractor must furnish to the City's Risk Manager and Contract Administrator one (1) copy of Certificates of Insurance with applicable policy endorsements showing the following minimum coverage by an insurance company(s) acceptable to the City's Risk Manager. The City must be listed as an additional insured on the General Liability policies by BLANKET endorsement, except in the case of gross negligence and/or willful misconduct on the part of the City, and a waiver of subrogation endorsement is required on GL, AL and WC, if applicable. Endorsement must be provide with Certificate of Insurance. Project name and/or number must be listed in Description Box of Certificate of Insurance.

TYPE OF INSURANCE	MINIMUM INSURANCE COVERAGE
30-day advance written notice of cancellation, non-renewal, material change or termination required on all certificates and policies.	Bodily Injury and Property Damage Per occurrence - aggregate
COMMERCIAL GENERAL LIABILITY including: 1. Commercial Broad Form 2. Premises – Operations 3. Products/ Completed Operations 4. Contractual Liability 5. Independent Contractors 6. Personal Injury- Advertising Injury	\$1,000,000 Per Occurrence \$2,000,000 Aggregate
AUTO LIABILITY (including) 1. Owned 2. Hired and Non-Owned 3. Rented/Leased	\$1,000,000 Combined Single Limit
WORKERS'S COMPENSATION (All States Endorsement if Company is not domiciled in Texas) Employers Liability	Statutory and complies with Part II of this Exhibit. \$500,000/\$500,000/\$500,000
ARMORED CAR "ALL-RISK" TRANSIT & STORAGE INCLUDING FIDELITY COVERAGE	\$1,000,000.00

- C. In the event of accidents of any kind related to this contract, Contractor must furnish the Risk Manager with copies of all reports of any accidents within 10 days of the accident.

ADDITIONAL REQUIREMENTS

- A. Applicable for paid employees, Contractor must obtain workers' compensation coverage through a licensed insurance company. The coverage must be written on a policy and endorsements approved by the Texas Department of Insurance. The workers' compensation coverage provided must be in statutory amounts according to the Texas Department of Insurance, Division of Workers' Compensation. An All States Endorsement shall be required if Contractor is not domiciled in the State of Texas.
- B. Contractor shall obtain and maintain in full force and effect for the duration of this Contract, and any extension hereof, at Contractor's sole expense, insurance coverage written on an occurrence basis by companies authorized and admitted to do business in the State of Texas and with an A.M. Best's rating of no less than A- VII.
- C. Contractor shall be required to submit renewal certificates of insurance throughout the term of this contract and any extensions within 10 days of the policy expiration dates. All notices under this Exhibit shall be given to City at the following address:

City of Corpus Christi
Attn: Risk Manager
P.O. Box 9277
Corpus Christi, TX 78469-9277

- D. **Contractor agrees that, with respect to the above required insurance, all insurance policies are to contain or be endorsed to contain the following required provisions:**
- List the City and its officers, officials, employees, and volunteers, as additional insureds by endorsement with regard to operations, completed operations, and activities of or on behalf of the named insured performed under contract with the City, with the exception of the workers' compensation policy;
 - Workers' compensation and employers' liability policies will provide a waiver of subrogation in favor of the City; and
 - Provide thirty (30) calendar days advance written notice directly to City of any, cancellation, non-renewal, material change or termination in coverage and not less than ten (10) calendar days advance written notice for nonpayment of premium.
- E. Within five (5) calendar days of a cancellation, non-renewal, material change or termination of coverage, Contractor shall provide a replacement Certificate of Insurance and applicable endorsements to City. City shall have the option to suspend Contractor's performance should there be a lapse in coverage at any time during this contract. Failure to provide and to maintain the required insurance shall constitute a material breach of this contract.

- F. In addition to any other remedies the City may have upon Contractor's failure to provide and maintain any insurance or policy endorsements to the extent and within the time herein required, the City shall have the right to order Contractor to stop work hereunder, and/or withhold any payment(s) which become due to Contractor hereunder until Contractor demonstrates compliance with the requirements hereof.
- G. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payments of damages to persons or property resulting from Contractor's or its subcontractor's performance of the work covered under this contract.
- H. It is agreed that Contractor's insurance shall be deemed primary and non-contributory with respect to any insurance or self-insurance carried by the City of Corpus Christi for liability arising out of operations under this contract.
- I. It is understood and agreed that the insurance required is in addition to and separate from any other obligation contained in this contract.

2016 Insurance Requirements
Purchasing
Armored Car Services
7/18/16 mv Risk Management

Attachment C: Bond Requirements

Bonds are not required for this Service Agreement; section 5. (B) is null for this service agreement.

Attachment D: Warranty Requirements

Industry Leading Safe Service and Warranty Plan for Cash Manager Safe

Dunbar's comprehensive and convenient service plan ensures maximum uptime for your safe.

- 6-hour response after opening a service call
- Rapid return to service
- 100% Parts and Labor warranty for life of Contract (out of Scope not included)
- Convenient consistent service- You can focus on your store, not repairing the safe