

**GARDA CL WEST, INC. MASTER AGREEMENT MA-201605
FOR ARMORED CAR SERVICES
MASTER AGREEMENT USER INSTRUCTIONS**

These User Instructions are provided for the Armored Car Services Master Agreement with Garda CL West, Inc. The Judicial Council issued a Request for Proposal seeking vendors that could provide armored car services to the trial courts many locations. Two master agreements were awarded so that the trial courts would have the ability to identify a vendor that could provide armored car services in their territory. Courts have the option to use the Request for Offer (“RFO”) process if both vendors can provide service in their territory to identify the vendor that brings the best value to the court. All courts will enter into a Participating Addendum with the vendor the court has selected. Please carefully review these User Instructions.

Judicial Council Staff Contact Information:

Jeff Utberg

Jeff.Utberg@jud.ca.gov or 916-263-1779

Name of the Contractor(s) and contact person information:

Garda CL West, Inc.

Lauren Pickard, Inside Sales Team Leader

561.831.9724

Lauren.Pickard@garda.com

If Lauren Pickard is not responsive, contact Marshall Davis, Vice President of Sales & Operations

Marshall.Davis@garda.com

Garda Client Support (general client support):

855.464.2732, option 1

Goods/Services:

Armored car services

Entities eligible to procure under the Master Agreement:

Superior Courts of California

Contract Number:

MA-201605

Contract Term

- *Effective Date: May 22, 2017*
- *Initial Term: 2 years*
- *Initial Term Expiration Date: May 22, 2019*
- *Options to Extend: 3 one-year options*
- *Final Expiration Date: May 22, 2022*

1. Process

Any court that orders goods and/or services under this Master Agreement:

- (i) Should determine which Master Agreement or Master Agreements provides services at the required pickup and delivery locations and whether procuring under the Master Agreement(s) is consistent with the court's requirements;
- (ii) if there is more than one provider that can provide service in the required area, the court has the option, but is not required, to issue a Request for Offer (RFO) to each provider to determine the "best value" for the court (see section 3 below);
- (iii) once a Master Agreement has been selected, the court must first enter into a Participating Addendum with the Contractor (sample Participating Addendum from the master agreement is attached);
- (iv) is solely responsible for the acceptance of and payment for goods/services; and
- (v) is subject to the terms and conditions of the Master Agreement; and is solely responsible for its obligations and any breach of its obligations.

2. Participating Addendum

Each Participating Addendum is a separate, independent contract between the Contractor and the entity entering into the Participating Addendum, subject to the following:

- (i) Each Participating Addendum is governed by the Master Agreement, and the terms of the Master Agreement are incorporated into each Participating Addendum;
- (ii) a Participating Addendum may not alter or conflict with the terms of the Master Agreement, or exceed the scope of the goods/services provided for in the Master Agreement; and
- (iii) the term of a Participating Addendum may not extend beyond the expiration date of the Agreement.

3. Request for Offer Process

- (i) Contact the vendors that can provide service in your area.
- (ii) Provide a scope of requirements that includes, at a minimum:
 - a. All pickup and delivery locations
 - b. Pickup schedule
 - c. Process for pickup (building entry and security requirements, etc.)
- (iii) Request that the vendors provide a quote based on the scope of requirements within a specific time period. The quote must reference the master agreement number and it cannot exceed the contract pricing.
- (iv) Select the best value based on the returned quotes. Note that price is not necessarily the deciding factor in best value. Quality of service, ability to meet the court's time frames and contract terms and conditions are also factors.

4. Create Purchase Order

After the Participating Addendum has been signed by the court and the vendor, the court should create a purchase order in the Phoenix system to encumber the funds for the first fiscal year. It is suggested that the court create a contract purchase order using a blanket requisition. The purchase order term (Validity Start and Validity End dates) should match the term of the Participating Addendum and the Overall Contract Value field should match the Contract Amount set forth in the Participating Addendum. The Header Text of the purchase order should include language such as “This purchase order encumbers funds for armored car services provided pursuant to Judicial Council Master Agreement No. MA-201605 and the Participating Addendum signed by the court on _____ . The term of the Participating Addendum is from _____ to _____ .

5. Pre-Service Activities

The insurance provisions allow the court to request a copy of the provider’s certificates of insurance before service begins. Arrange for delivery of supplies before the first service date and arrange a meeting with the vendor if necessary.

6. Miscellaneous Information

- (i) A copy of the master agreement is available at <http://www.courts.ca.gov/procurementservices.htm>.
- (ii) Please contact Jeff Utberg if your court has issues or concerns that cannot be immediately or easily resolved.
- (iii) Courts will be notified when the options to extend are elected and/or when the master agreement is modified or amended. All amendments will be posted on the procurement website with the master agreement.

7. Contract Terms and Conditions

The court should review the entire contract and contact the Judicial Council Project Manager with questions. The description of service and compensation provisions have been included below.

8. Compensation Provisions

The following insert from Appendix B (Payment Provisions) of the master agreement outlines charges that may be in addition to the base rate set forth in the pricing attachment.

Additional Fees.

- (A) ***Security Surcharge:*** In addition to the monthly fee set forth in Exhibit B-1, a standard security surcharge of 5% will be applied to the base rate each month.
- (B) ***Fuel Surcharge:*** In addition to the monthly fee set forth in Exhibit B-1, a fuel surcharge will be applied each month. The Custom Fuel Surcharge Index and Methodology set forth below is the table from where the surcharge is derived. The new surcharge (if the price of fuel increases or decreases) will be charged for that month and the adjustment will be automatic.

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| <p><i>Custom Fuel Surcharge Index and Methodology</i> <i>Our fuel surcharge calculation method is based on the 3 week rolling average of</i></p> |
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the U. S. Energy Information Administration (eia.doe.gov). The Department of Energy website is updated every Tuesday and the National average is the benchmark used.

Each month, the 3-week rolling average will be recalculated and the surcharge will be adjusted up or down based on the following matrix:

For any 3-week U.S. National Average Diesel Fuel price over \$4.00 add an additional 1% for every \$0.25 per gallon increase.

| <u>Per Gallon Price</u> | <u>Surcharge</u> |
|-------------------------|------------------|
| Below- \$2.50 | 0% |
| \$2.501-\$2.75 | 1% |
| \$2.751-\$3.00 | 2% |
| \$3.001-\$3.25 | 3% |
| \$3.251-\$3.50 | 4% |
| \$3.501-\$3.75 | 5% |
| \$3.751-\$4.00 | 6% |

- (C) Five Item Limit: If Contractor picks up more than five (5) items per pickup, Contractor may invoice an additional **\$1.95 per item over the five-item limit**.
- (D) Premise Time: If the JBE exceeds the standard five-minute Premise Time by more than two minutes, as described in Attachment A-1, section 4.a, Contractor may invoice an additional charge of **\$3.95 per minute for the additional time beyond seven minutes**. In no event will Contractor charge an additional amount if the total Premise Time is less than seven minutes.
- (E) Daily Deposit Liability: If the JBE's Participating Addendum indicates a Maximum Liability Amount greater than \$200,000 per day, Contractor will invoice an additional charge of **\$0.50 per \$1,000 excess liability**.
- (F) Holiday Rates: All base rates are for weekday pickups. In the event a JBE requires a pickup on a holiday (where available), Contractor may invoice an additional **\$65.00 for each holiday**.

9. Description of Services

The following insert from Appendix A (Goods and Services) of the master agreement describes the services to be provided:

1. General Description

- a. Judicial Branch Entities may order the pick-up and drop-off of bank deposits to designated banks and financial institutions under this Agreement by entering into a Participating Addendum.
- b. Pricing for the requested Services shall not exceed the prices set forth in this Agreement.
- c. Each Judicial Branch Entity may require a site visit to clarify requirements prior to finalizing a Participating Addendum.

2. Routing Schedule

- a. Contractor will provide the requested services Monday through Friday from 8:00 a.m. to 5:00 p.m. Contractor will accommodate changes within one week or less of notification. Such changes may include adding, deleting or moving departments or locations from the routing schedule and changes to the Judicial Branch Entity's hours of operation, as the need arises and as agreed to by the Parties.

- b. *Each Judicial Branch Entity will indicate the specific days and hours when the requested service is to be provided in the Judicial Branch Entity's Participating Addendum. No pick-ups will be required on court or bank holidays. Court and bank holidays are set forth in Attachment A-1, section 3.3.*
 - c. *Intentionally Deleted.*
 - d. *If a scheduled pickup is missed due to Contractor's error, Contractor will offer an additional day of service within Contractor's on-route service network at no extra cost to the Judicial Branch Entity.*
 - e. *Contractor will establish procedures to ensure that all bank deposit bags are tracked, inventoried, and delivered promptly to the correct bank or financial institution as designated on the bag. Should an error occur such as incorrect delivery or loss, Contractor will provide verbal notice of the error to the appropriate Judicial Branch Entity as soon as reasonably possible, with written notification provided within one business day.*
3. Materials/Deposit Bags
- a. *Contractor will provide a "Welcome Kit" that includes CashTrak guidelines, Authorized Agent Card documentation, bar-code stickers, consignment log book, and a Client Support Letter. Deposit bags are the responsibility of the Judicial Branch Entity.*
4. Deposit Pick-up Procedure
- a. *Contractor's standard wait time for the Judicial Branch Entity to provide the sealed bank deposit bag to Contractor's carrier personnel is five minutes ("Premise Time"). Premise Time is measured from the scanning of the barcode contained in Contractor's armored vehicle upon arrival at the JBE location and ends after completing the transaction and scanning of the barcode contained in Contractor's armored vehicle. Contractor will only invoice an additional charge if the JBE exceeds the Premises Time by an additional two minutes. Such documentation will be made available to the JBE upon request if Contractor invoices the JBE for additional Premise Time.*
 - b. *Contractor will pick up, receive from, and/or deliver to the Judicial Branch Entity, securely sealed or locked shipments which may contain any or all of the following: currency, coin, checks, securities, or other valuables. Contractor will verify the security of the shipment and refuse the shipment if the shipment container(s) does not appear to be securely locked or sealed prior to acceptance.*
 - c. *Contractor will work with the Judicial Branch Entity and their respective law enforcement entity to determine the best location to handle the transfer of the sealed deposit bag from the Judicial Branch Entity to Contractor's carrier personnel.*
 - d. *At the time of pickup, the Judicial Branch Entity will provide a log with the date, the number of items to be picked up and the bag number. Contractor's carrier personnel will add the route number, date, and time of pickup to the log and then sign the log indicating receipt of such items.*
 - e. *Upon request, Contractor will provide copies of a bank manifest within 48 to 72 hours if the bank manifest is less than thirty days old. Bank manifests that are more than thirty days old may require additional time.*
 - f. *Contractor will retain the original bank manifest for no less than two years.*
 - g. *Contractor will be solely liable for the security and contents of the deposit/bags immediately upon receipt into Contractor's possession and the JBE signs Contractor's CashTrak device evidencing transfer of custody to Contractor. Contractor's liability ceases upon receipt of signature from an authorized employee at the receiving location.*

5. Deposit Drop-off Procedure

- a. Contractor will strictly adhere to the deposit drop off time designated by the Judicial Branch Entity's work order, which shall be no sooner than the next business day after Contractor picks up a shipment. At the time of deposit delivery to the Judicial Branch Entity's financial institution, Contractor's carrier personnel will be required to sign and retain a copy of the time stamped bank's delivery receipt(s), as proof of deposit delivery. The Judicial Branch Entity may request, and Contractor will be required to provide, a copy of the deposit bank's deposit manifest at any time within two years of the deposit pick up date at no additional cost.
- b. Contractor will ensure that the proper standard and industry specific controls are in place to prevent any tampering of bags and their contents.

6. Staffing

- a. Contractor's carrier personnel authorized to pick up and sign for deposits will wear an identification badge issued by Contractor's Authorized Agent Card System. The identification badge will include, but is not limited to, a color photograph of the employee, the GardaWorld color logo, and the employee's name and identification number on the back of the card.
- b. Prior to the release of a deposit, the Judicial Branch Entity may contact Contractor's Client Support telephone number to verify employment of Contractor's carrier personnel. Contractor's Client Support telephone number will be included on the back of the employee's identification badge.
- c. The Judicial Branch Entity may refuse to release the deposit for pick up if Contractor's carrier personnel does not provide proper identification or if the Judicial Branch Entity cannot verify employment of Contractor's carrier personnel. In either event, Contractor will immediately dispatch properly credentialed staff for deposit pick-up at no additional cost.
- d. Contractor will provide a toll-free number for inquiries and customer service to the Judicial Branch Entity. Judicial Branch Entities can contact Contractor's customer service representatives toll-free at 855-GO GARDA (855-454-2732) or via email at Client.Support@garda.com. All inquiries will be followed up quickly and professionally. Full reporting will be available on all service execution, inquiries and their outcomes.
- e. Contractor will appoint an account executive and a qualified back-up, as the Contractor's representative for the entire period of this Agreement to act as a liaison with the Judicial Council and Judicial Branch Entities. This representative shall be solely responsible for ensuring that Contractor complies with the requirements of this Agreement, implements the instructions of the Judicial Council and resolves issues that may arise on a day-to-day basis during the term of the Agreement. All staffing replacements must match or exceed the qualifications and level of experience of the assigned representative.
- f. Contractor certifies that all employees, subcontractors, independent contractors assigned to work under this Agreement carry the required insurance and have successfully passed a criminal background check and drug test prior to assignment.

7. Claims

- a. Judicial Branch Entities participating under this Master Agreement agree to maintain an accurate record of all checks placed in any shipment given to Contractor. In the event of a loss, the Judicial Branch Entity will promptly and diligently cooperate with Contractor in the reconstruction and replacement of lost, destroyed or stolen checks that had been contained in any such shipment. All parties to this Agreement agree that the words "reconstruct", "reconstructed", and "reconstruction" shall mean the process used to

- identify the checks only to the extent of determining the face amount of the checks and the identity of the maker and/or the endorser of same.*
- b. Subject to the applicable Maximum Liability Amount set forth in the Judicial Branch Entity's Participating Addendum, Contractor's responsibility shall include payment to the Judicial Branch Entity of:
 - i. Declared value for currency as appears in Contractor's CashTrak records.*
 - ii. Costs necessary for check reconstruction, including stop payment fees, postage, labor plus any other reasonable costs in replacing checks up to \$2 million dollars per occurrence.*
 - iii. The face value of checks that cannot be reconstructed with a limit of \$5,000 per occurrence.**
 - c. The maximum liability of Contractor for a shipment, including checks, shall in no event exceed the Maximum Liability Amount set forth in the Judicial Branch Entity's Participating Addendum which includes the aforesaid \$5,000.00 for the unidentified checks.*
 - d. The Judicial Branch Entity's cooperation shall include but not be limited to, recovery of hard copy of electronic records of checks including, without limitation, point of sale information created by its employees, agents or customers; as well as requests by the Judicial Branch Entity to makers of the missing checks to issue duplicates and in the event the makers refuse to do so, then to assert all of its legal and equitable rights against said makers.*
 - e. Judicial Branch Entities agree that Contractor and Contractor's insurance company shall not be liable for damages directly or proximately flowing from Judicial Branch Entity's breach of the previous provision. The Judicial Branch Entity shall assign to Contractor, its right to receive payment under any check(s) for which Contractor has reimbursed the Judicial Branch Entity and the JBE shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment. In the event JBE receives payment from Contractor for a loss pursuant to section 7 of Attachment A-1 of this Agreement and the JBE recovers or receives payment for all or a portion of such loss from the makers of the missing checks, the JBE shall reimburse Contractor or its insurance company for the recovered amount.*
 - f. Cases that have not been resolved within 30 calendar days will be submitted to Contractor as a claim. All claims must be made within the greater of ninety (90) days after the date that said loss or damage purportedly occurred or the minimum notice requirement under the law of the jurisdiction where the Service took place. All claims will include proof of loss documentation. Payment terms for claims paid by Contractor shall be Net 30 from the date of determination of Contractor's liability for the loss, and shall be issued to the Judicial Branch Entity.*
 - g. Monies paid by Contractor for claims will be eligible for refund should resolution show that Contractor was not liable for the claim.*
 - h. It is understood and agreed that Contractor shall not be responsible for any loss or damage caused by hostile or warlike action, civil disorders or any governmental seizure or by atomic weapons, nuclear reaction or radiation or radioactive contamination, whether controlled or uncontrolled, whether such loss be direct or indirect, proximate or remote. The phrase "hostile or warlike action, civil disorders or governmental seizure" is understood by the Judicial Branch Entities and Contractor to incorporate the provisions of the War Exclusion Clause adopted by the Inland Marine Underwriters and filed by the Inland Marine Insurance Bureau in all states.*
- 8. Additional Services**
- a. If requested, Contractor may provide additional services that are related to the general services provided under this Agreement, including but not limited to, the delivery of change to the Judicial Branch Entity.*

- b. The Judicial Branch Entity may include its request for such additional services in the Request for Offer submitted to Contractor. Contractor's response to the Request for Offer will include the cost, if any, for such additional service.*
- c. The Participating Addendum will include the description and cost, if any, of the requested additional service.*

9. Reports

- a. Program Reports: The Judicial Council requires a quarterly program report that includes a list of Judicial Branch Entities participating in the Master Agreement with a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues. Additional information may be requested from time to time.*
- b. Judicial Branch Entity Reports: Individual reports shall be made available to Judicial Branch Entities as requested. Such reports may include but are not limited to:*
 - Invoice Reports*
 - Issues Reports*
 - Delivery Reports*