

BRINK’S, INCORPORATED (FORMERLY DUNBAR ARMORED INC.)
MASTER AGREEMENT MA-201604
FOR ARMORED CAR SERVICES
MASTER AGREEMENT USER INSTRUCTIONS

These User Instructions are provided for the Armored Car Services Master Agreement with Brink’s, Incorporated (formerly Dunbar Armored 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:

Brink’s, Incorporated

Daphne Malave, Regional Sales Executive (primary contact for executing a Participating Addendum)

510-569-7400 (office)

510-750-3690 (cell)

Daphne.Malave@brinks.com

Billing/Invoicing issues:

BrinksUS.Invoicing@brinksinc.com

Service issues:

CustomerCare.CIT@brinksinc.com

Goods/Services:

Armored car services

Entities eligible to procure under the Master Agreement:

Superior Courts of California

Contract Number:

MA-201604

Contract Term

- *Effective Date: 9/1/2016*
- *Initial Term: 2 years*
- *Initial Term Expiration Date: 8/31/2018*
- *Options to Extend: 3 one-year options*
- *Final Expiration Date: 8/31/2021*

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 can select one of the providers or go through the Request for Offer (RFO) process 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.
- (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-201604 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.

3. Compensation for Services.

3.1 Base Rates. Contractor’s service area locations and base rates are set forth in Exhibit B-1, Service Area Locations and Rates. Each Participating Addendum will include specific locations and base rates applicable to the Judicial Branch Entity signing the Participating Addendum. Such rates shall not be greater than the rates set forth in Exhibit B-1, Service Area Locations and Rates. Contractor will invoice each Judicial Branch Entity at the rates set forth in its Participating Addendum.

3.2 Additional Fees.

(A) Ten Item Limit: If Contractor pickups up more than ten items per pickup, Contractor will invoice an additional **\$2.00 per item over the ten-item limit.**

- (B) **Excess Time:** If the Judicial Branch Entity exceeds the standard wait time as described in Appendix A, Goods and Services, section 3.D(1), Contractor will only invoice an additional charge of **\$3.00 per minute for the additional time over the standard wait time.**
- (C) **Daily Deposit Liability:** If the JBE's Participating Addendum indicates a maximum deposit liability greater than \$100,000 per day, Contractor will invoice an additional Excess Liability charge of **\$0.25 per every \$1,000 above the \$100,000 maximum.**
- (D) **Fuel Surcharge:** In addition to the monthly fee set forth in Exhibit B-1, Service Area Locations and Rates a fuel surcharge will be applied each month. The Brinks Fuel Matrix 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.

Fuel Surcharge Schedule						
Minimum	Maximum	Surcharge		Minimum	Maximum	Surcharge
\$0.01	\$2.50	6.25%		\$3.76	\$3.80	12.75%
\$2.51	\$2.55	6.50%		\$3.81	\$3.85	13.00%
\$2.56	\$2.60	6.75%		\$3.86	\$3.90	13.25%
\$2.61	\$2.65	7.00%		\$3.91	\$3.95	13.50%
\$2.66	\$2.70	7.25%		\$3.96	\$4.00	13.75%
\$2.71	\$2.75	7.50%		\$4.01	\$4.05	14.00%
\$2.76	\$2.80	7.75%		\$4.06	\$4.10	14.25%
\$2.81	\$2.85	8.00%		\$4.11	\$4.15	14.50%
\$2.86	\$2.90	8.25%		\$4.16	\$4.20	14.75%
\$2.91	\$2.95	8.50%		\$4.21	\$4.25	15.00%
\$2.96	\$3.00	8.75%		\$4.26	\$4.30	15.25%
\$3.01	\$3.05	9.00%		\$4.31	\$4.35	15.50%
\$3.06	\$3.10	9.25%		\$4.36	\$4.40	15.75%
\$3.11	\$3.15	9.50%		\$4.41	\$4.45	16.00%
\$3.16	\$3.20	9.75%		\$4.46	\$4.50	16.25%
\$3.21	\$3.25	10.00%		\$4.51	\$4.55	16.50%
\$3.26	\$3.30	10.25%		\$4.56	\$4.60	16.75%
\$3.31	\$3.35	10.50%		\$4.61	\$4.65	17.00%
\$3.36	\$3.40	10.75%		\$4.66	\$4.70	17.25%
\$3.41	\$3.45	11.00%		\$4.71	\$4.75	17.50%
\$3.46	\$3.50	11.25%		\$4.76	\$4.80	17.75%
\$3.51	\$3.55	11.50%		\$4.81	\$4.85	18.00%
\$3.56	\$3.60	11.75%		\$4.86	\$4.90	18.25%
\$3.61	\$3.65	12.00%		\$4.91	\$4.95	18.50%
\$3.66	\$3.70	12.25%		\$4.96	\$5.00	18.75%
\$3.71	\$3.75	12.50%				

*The Brink's Fuel Surcharge schedule is valid from **January 1, 2018 until otherwise advised.** Brink's reserves the right to change the Fuel Surcharge at any point and with or without notice. The fuel prices are based on the U.S. Department of Energy, Energy Information Administration and Retail On-Highway Diesel Fuel prices reported monthly. Every additional \$0.05 increase in fuel price results in an additional 0.25% in surcharge. Specific terms and conditions apply.*

- 3.3 Price Increases.** *All pricing shall remain fixed for the Initial Term of this Agreement. If the Judicial Council elects to extend the term of this Agreement, the price adjustment factors will be used during the option period(s) and the price adjustments will be set forth in a written amendment to this Agreement. Any agreed-upon price adjustment may not exceed during any one-year option period the Consumer Price Index for All Urban Consumers as published by the U.S. Bureau of Labor Statistics.*
- 3.4 Additional Services.** *In the event the Judicial Branch Entity requests additional services that are related to the general services provided under this Agreement, including but not limited to, the delivery of change, the Participating Addendum will include the description and cost, if any, of the requested additional service.*
- 3.5 No Advance Payment.** *The JBEs will not make any advance payments.*
- 3.6 Overtime Rates.** *Contractor shall not charge nor shall the Participating Entities pay any overtime rate.*

9. Description of Services

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

3. Services.

3.1 Description of Services. *As ordered by each JBE under a Participating Addendum, Contractor shall perform the services ("Services") as described herein.*

A. General Description

- (1)** *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.*
- (2)** *Pricing for the requested Services shall not exceed the prices set forth in this Agreement. Each Judicial Branch Entity may require a site visit to clarify requirements prior to finalizing a Participating Addendum.*

B. Routing Schedule

- (1)** *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.*
- (2)** *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. Contractor requires notification of schedule changes one week in advance.*
- (3)** *Contractor will invoice for scheduled pickups that have been completed. Additionally, if the Judicial Branch Entity did not notify Contractor in advance of a schedule change and fails to have one of its deposits available for pickup at the designated time and the bag(s) are carried forward to the next business day's scheduled pickup, Contractor will invoice for both scheduled days.*
- (4)** *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 immediately upon discovery, with written notification provided within one business day.

(5) Contractor agrees that pick-ups suspended by Contractor due to an act of Force Majeure, will not be invoiced to the Judicial Branch Entity and pick-ups suspended by the Judicial Branch Entity due to an Emergency will also not be invoiced.

C. Materials/Deposit Bags

(1) Contractor will make all needed supplies (supply items) available, including but not limited to; manifests, receipt books, deposit bags, pick-up sheets, tags and forms for all locations. Materials supplied must comply with all requirements as specified by the Judicial Branch Entity's financial institution. Judicial Branch Entities may contact Contractor at <https://brinkscomplete.com/> to order supply items.

(2) Contractor will notify the Judicial Council's Project Manager and all Judicial Branch Entities of any changes to supply items during the term of this Agreement prior to official use of same. Replaced supply items shall be the same quality or better than that originally proposed. Judicial Branch Entities will not be charged for any cost incurred in changing supplies.

(3) Contractor will provide no less than a one month's supply of the supply items at each facility for Judicial Branch Entities participating in this Agreement, prior to commencement of Work. Refill orders shall be the responsibility of each Judicial Branch Entity. Supply items shall be delivered within three business days of the request.

D. Deposit Pick-Up Procedure

(1) 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. Standard wait time will begin when Contractor's carrier personnel has exited the vehicle. Contractor's carrier personnel will document the wait time on a daily basis. Contractor will only invoice an additional charge no greater than the amount specified in Appendix B, Payment Provisions if the Judicial Branch Entity exceeds the standard wait time. Such documentation will be made available to the Judicial Branch Entity upon request if Contractor invoices the Judicial Branch Entity for additional wait time.

(2) Contractor will pick up, receive from, and/or deliver to the Judicial Branch Entity, securely sealed or locked shipments that may contain any or all of the following: currency, coin, checks, securities, or other valuables. Contractor will verify the security of the shipment and notify the Judicial Branch Entity representative if the shipment container(s) does not appear to be securely locked or sealed prior to acceptance.

(3) 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.

(4) 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.

(5) Contractor will be solely liable for the security and contents of the deposit/bags immediately upon receipt into Contractor's possession. Contractor's liability ceases upon receipt of signature from an authorized employee at the receiving location.

E. Deposit Drop-off Procedure

(1) Contractor will strictly adhere to the deposit drop off time designated by the Judicial Branch Entity's Participating Addendum. 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 deposit manifest, as proof of deposit delivery. The Judicial Branch Entity may

request, and Contractor will provide, a copy of the deposit bank's deposit manifest at any time within five years of the deposit pick up date at no additional cost.

(2) Contractor will ensure that the proper standard and industry specific controls are in place to prevent any tampering of bags and their contents.

F. Staffing

(1) Contractor's employees authorized to pick up and sign for deposits will wear an identification badge complete with a holographic image of the employee at all times.

(2) Deposits shall not be released to an individual without the appropriate identification badge. The Judicial Branch Entity at its discretion, reserves the right to verify the identification information of the person performing the pick-up prior to release of a deposit.

(3) In the event that Contractor's personnel does not provide proper identification as required to the Judicial Branch Entity's staff and pick-up is refused, Contractor will be required to immediately dispatch properly credentialed staff for deposit pick-up at no additional cost.

(4) Contractor's toll-free number for inquiries and customer service is 844-818-6210.

(5) Contractor will appoint a dedicated senior level individual 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.

(6) 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, consistent with the Judicial Branch Entity's requirements, prior to assignment.

G. Claims

(1) The Judicial Branch Entities participating under the Master Agreement agree to maintain a complete record as to maker and amount of all checks placed in any shipment given to Contractor and in case of loss to diligently attempt to substantiate and assist in establishing the identity of any property lost, damaged or destroyed constituting part of any loss. Contractor shall bare sole responsibility in the event of loss from whatever cause.

(2) Contractor's responsibility shall include payment to the Judicial Branch Entity of:

(a) Declared value as appears on the deposit documentation.

(b) 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.

(c) The face value of checks that cannot be reconstructed with a limit of \$5,000 per occurrence.

It is understood and agreed by the parties to the Master Agreement 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.

(3) Upon discovery of a claim for loss under this Agreement, the Judicial Branch Entity shall immediately report the loss to the appropriate law enforcement agency and shall maintain and preserve all evidence.

(4) The Judicial Branch Entity shall provide written notice of the claim to Contractor within ten days after discovery of the loss. In no event will such notice be provided in less than sixty days after the date that Contractor has picked up the funds, securities, instruments and/or valuable articles in connection

with such claim. All claims against Contractor relating to the lost items are deemed to be waived and released if the Judicial Branch Entity does not comply with these conditions,

(5) All claims will include proof of loss documentation. The Judicial Branch Entity agrees to promptly and diligently cooperate with Contractor in the identification and replacement of lost, destroyed or stolen checks. Cooperation shall include requests to makers of the missing checks to issue duplicates; in the event the makers refuse to do so, the Judicial Branch Entity agrees to assert all legal and equitable rights against said makers, to the extent applicable, or to subrogate such rights to Contractor and its assigns.

(6) Payment terms for claims paid by Contractor shall be Net 10 and shall be issued to the Judicial Branch Entity for the face value of the claim with a limit of \$5,000 per occurrence for the face value of checks that cannot be reconstructed. Contractor will also be liable for interest payable at the most recent California State Treasurer's Office Local Agency Investment Fund interest rate on lost or mishandled funds not resolved within five business days. This interest payable sum shall be computed by the associated Judicial Branch Entity from the date of the original occurrence.

(7) Monies paid by Contractor for claims will be eligible for refund should resolution show that Contractor was not liable for the claim.

(8) 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 JBE 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.

H. Additional Services

(1) 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.

(2) 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.

(3) The Participating Addendum will include the description and cost, if any, of the requested additional service.

I. Reports

(1) Program Reports: Contractor will provide a quarterly program report that includes a list of Judicial Branch Entities participating in this Agreement with a cumulative listing of all issues reported, date of resolution and/or detailed status of all pending issues to the Judicial Council. The Judicial Council may request additional information from time to time.

(2) 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