

1.0 SCOPE OF WORK

- 1.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.
- 1.2 Baseline Requirements
- 1.2.1 The CONTRACTOR shall demonstrate that it has provided services similar to those required by the County to other governmental entities for no less than three (3) years. References from three (3) service recipients, one of which is a governmental entity shall be provided.
- 1.2.2 The CONTRACTOR must, during the duration of the AGREEMENT, maintain and provide evidence to the County at its request that the CONTRACTOR IS IN COMPLIANCE WITH ALL PROVISIONS OF THE California Vehicle code and all relevant state and federal laws/regulations that govern Armored Couriers.
- 1.2.3 The CONTRACTOR shall provide an audited balance sheet, income statement and source and use statement to the County Treasurer-Tax Collector at least annually by August 30th of each year.
- 1.2.4 The CONTRACTOR shall maintain, without interruption, sufficient insurance coverage from a provider acceptable to the County that provides coverage no less than 1.2 times the dollar deposit exposures listed on **Exhibit B Pricing Worksheet**. The County shall be named as an Additional Insured on all such insurance policies and proof of the insurance must be supplied to the County at all time during the term of the AGREEMENT. This is in addition to, and is not a substitute for, standard County of Monterey insurance provisions.
- 1.2.5 The CONTRACTOR shall require its personnel that are assigned to the County relationship to pass stringent background and drug checks at the time of employment, and to be drug-tested once annually thereafter, and in the event of work-related accident or injury.
- 1.2.6 The CONTRACTOR shall invoice on a monthly basis in advance of services, and will not apply credit for missed services caused by force majeure.
- 1.2.6.1 Invoices are to be submitted by the CONTRACTOR to the attention of:
Susanne King, Treasury Manager
168 W. Alisal Street
First Floor
Salinas, CA 93901
831-755-5490
- 1.2.7 The CONTRACTOR shall not pick-up on days during which a County location is closed due to weather or other disaster emergency as advertised on radio and television.

1.2.8 The County Treasurer's vault deposit is expected to be up to \$1,000,000 per day. However future activities may increase volumes up to a possible maximum deposit of \$5,000,000. CONTRACTOR shall provide additional pricing requirements if impacted.

1.2.9 Definitions:

- (a) The word "Holiday" as used in this Agreement shall mean the days designated on Chart #2. Holiday Service will not be provided unless requested by the Treasury, and if provided will be at the price of \$55.00 per trip.
- (b) The word "Property" shall mean currency, coins, precious metals, checks, notes, bonds, negotiable instruments, securities and all other things of value but excluding hazardous materials or materials for which transport is legally prohibited or restricted by applicable State or Federal Law.
- (c) The word "Sealed" as used in this Agreement shall mean closed in a manner that is reasonably designed to prevent easy access to the Property and that under normal circumstances would tend to reveal evidence of tampering or manipulation if unauthorized access were attempted.
- (d) The word "Service" shall mean to call for Sealed Shipments said to contain Property, to receipt therefore, and to deliver the same in like condition to a designated consignee, and to perform any other Services set forth on Exhibit B (Pricing Worksheet).
- (e) The word "Shipment" as used herein shall mean the total Property in Sealed containers received by CONTRACTOR at a single location from a single consignor for delivery to one other location to a single consignee.
- (f) The words "Reconstruct", "Reconstructed" and "Reconstruction" shall mean to identify checks only to the extent of determining the face amount of said checks and the identity of the maker and/or check numbers, account numbers, routing numbers, financial institution, and the identity of the maker and the endorser of each.

1.3 Business Day and Holiday Pick-Up & Delivery Requirements

1.3.1 The CONTRACTOR shall pick up and deliver, pursuant to the schedules identified in Chart #1 below, securely sealed or locked bags that will contain a mixture of currency, coin and checks. For purposes of Chart #1, County offices are open from 8 am to 5pm, PST, Monday through Friday.

CHART #1

This section Redacted in published version due to confidentiality, operational security, and potential business trade secret

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- 1.3.1.1 The CONTRACTOR shall provide same-day pick-up and delivery of deposits from the various county offices to the County Treasury. Delivery from the Sheriff and Treasury to designated bank vaults will occur the next day per the Pricing Worksheet Exhibit B. 1.3.1.2 The County may add, delete or modify pick-up locations and times with a minimum of thirty (30) business days' advance notice during the term of the AGREEMENT. The CONTRACTOR will charge the normal pick-up rate for additional pick-ups that are requested with 30-days advanced notice. No pick-ups will be required on the holidays and recess days listed below in Chart #2. CONTRACTOR shall provide prorated fees for holidays that fall on non-weekend days.
- 1.3.1.3 The County may request next-day or second day pick-up services to

occur at or before 3:00 p.m., for which the CONTRACTOR will charge a \$40.00 fee.

- 1.3.1.4 The County may request next-day or second day pick-up services to occur at or after 4:00 p.m., for which the CONTRACTOR will charge a \$600.00 fee.
- 1.3.1.5 When delivery of a shipment cannot be made for any reason, CONTRACTOR shall notify the County and return the shipment to the County or to CONTRACTOR'S vault for storage. Notification of such return shall be promptly given to CUSTOMER, at which time the CONTRACTOR and the County will determine where the items will be delivered. When items are transported to the CONTRACTOR'S vault for storage, delivery to the designated bank vault shall be made within 24 hours of the original pick-up time or items shall be returned to the County.

CHART #2

Holiday/Recess	Dates
County Winter Recess	
2018	December 24, 2018 – January 1, 2019
2019	dates will be provided at a later date
Martin Luther King, Jr. Day	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans Day	November 11
Thanksgiving Day	Fourth Thursday in November
Thanksgiving Day +1	Fourth Friday in November

1.4 Pick-Up and Delivery Requirements

- 1.4.1 The CONTRACTOR shall provide to the Treasury, via the CONTRACTOR authorized messenger process, and the assignment of an authorized agent card to the County:
- 1.4.1.1 A list of the armored car personnel assigned to pick-up and sign for deposits.
- 1.4.1.2 A digital color copy of each CONTRACTOR employee's photo identification.
- 1.4.1.3 A copy of each CONTRACTOR employee's legible, certified signature. Receipt signatures may be verified each day at the discretion of the County Department, prior to release of the deposit. Deposits will not be released to the CONTRACTOR'S personnel who are not identified on the CONTRACTOR's authorized messenger website.
- 1.4.2 The CONTRACTOR must provide to the Treasury, via the CONTRACTOR authorized messenger website, each of the items in 1.4.1., including 1.4.1.1

- through 1.4.1.3 above, for any new CONTRACTOR employee at least 24 hours before s/he arrives at a County Department for deposit pick-up.
- 1.4.3 CONTRACTOR assumes no liability for property delivered to any employee or other person except those who display an authorized agent card and arrive in full uniform.
 - 1.4.4 The CONTRACTOR shall establish procedures that ensure all deposit bags are tracked, inventoried, and delivered promptly to the correct County office or bank vault as designated in Chart #1.
 - 1.4.5 The County shall maintain an accurate record of all checks placed in any shipment given to the CONTRACTOR.
 - 1.4.6 The County shall clearly and distinctly indicate the name and address of the consignor as well as the name and address of the consignee, and to clearly and distinctly set forth the value of each shipment on the outside of the sealed packages or containers.
 - 1.4.7 The CONTRACTOR shall have the right to refuse to pick up shipments of property that are not sealed and properly marked by the County as indicated in 5.4.d.f.
 - 1.4.8 The CONTRACTOR shall in the event of a delayed delivery of a picked-up bag, provide verbal notice of the delay to the County Treasury and the appropriate County Department immediately upon discovery, followed by written notification within one (1) business day.
 - 1.4.9 The CONTRACTOR shall be present for no more than a maximum of seven (7) minutes to make a pick-up. The seven minutes begins when the driver exits the vehicle, and ends when the driver returns to the vehicle. If said premise time exceeds seven (7) minutes, the CONTRACTOR shall bill the County for such additional time at the rate of \$3.95 per minute excess. Alternatively, if said time exceeds seven (7) minutes, it is agreed that the CONTRACTOR may leave and that such departure shall not be a breach of the AGREEMENT. Subsequently, the County may call and request that a Service call be made by the CONTRACTOR, and by requesting the additional Service the County for return service on the same day, the County agrees to pay for a call at a rate of \$40.00 per Trip. The County may call for next day or second day pick-up agrees to pay for the call at a rate of \$40 for pick-ups requested at or before 3:00 p.m., and \$600 for pick-ups requested at or after 4:00 p.m. Such charges shall be in addition to regular Service charges.
 - 1.4.10 The CONTRACTOR shall record drop off and pick-up times by location and shall make this information available to the County within 48 hours of when the request was made.
 - 1.4.11 The CONTRACTOR shall ensure its employees sign a receipt for each deposit bag picked up for delivery to a bank or another County office.
 - 1.4.12 The County shall sign the provided delivery or pick-up record to document the receipt and hand-off of deposits. The CONTRACTOR shall make these records available within 48 hours on the CONTRACTOR Authorized Messenger website for the term of the entire contract. The County will require that CONTRACTOR employees sign a receipt for each deposit bag picked up for delivery to a bank or another County office.

- 1.4.13 The CONTRACTOR shall ensure that its employees carry government issued photo identification.
- 1.4.14 The County shall confirm the identification of CONTRACTOR employees at the time of pick-up and delivery by reviewing the employees' government-issued photo identification against the list provided by the CONTRACTOR.
- 1.4.15 The CONTRACTOR shall be solely liable for the security and contents of the bags once the County Department is given receipt for the bags and releases the sealed bags into the CONTRACTOR'S possession. The CONTRACTOR'S liability ceases upon receipt of signature from an authorized employee at the designated receiving location.
- 1.4.16 CONTRACTORS may propose, by detailed explanation, other secure identification and/or deposit delivery procedures and such alternate procedures will be evaluated, and at the discretion of the County, may be incorporated into the AGREEMENT.
- 1.4.17. CONTRACTOR agrees to accept change orders directly from the County Treasurer via CONTRACTOR'S telephone order entry system, and CONTRACTOR will prepare and package each order from the inventory ("Inventory") of coin and currency (hereafter, collectively "Cash") maintained at CONTRACTOR'S facility(ies). Subject to the terms herein and in the Agreement, CONTRACTOR shall deliver change orders in accordance with the scheduled pickup/delivery dates set forth in Chart #1. Change orders requested by the County for delivery on days other than scheduled pickup/delivery dates shall be subject to CONTRACTOR approval and such special charges as provided in the Agreement, or as otherwise mutually agreed upon. All change orders must be placed before 11:00 a.m. on the day prior to a requested/scheduled delivery. Saturday, Sunday and Monday orders must be placed before the above-referenced time on Friday. The County shall not order any currency in denominations exceeding Ten Dollar (\$10.00) notes.
 - 1.4.17.1 The County agrees to pay CONTRACTOR for the Services at the prices set forth in the attached Exhibit A, in the event CUSTOMER requests change orders. (The first such usage indicates agreement with the rates as set forth on Exhibit B), plus all additional charges associated with special Service requests, as requested by the County. Payment is due net thirty (30) days from the date of any invoice.
 - 1.4.17.2 The parties agree that the County shall procure an Inventory of Cash which shall be maintained at CONTRACTOR'S facilities in amounts by denomination to fulfill the change order requirements as set forth hereunder. CONTRACTOR shall deliver the County change orders, subject to the terms herein and in the Agreement, to the County Treasurer and CUSTOMER store locations shall contemporaneously provide CONTRACTOR'S messenger with a currency deposit, in the Sealed, tamper-resistant bag provided by CONTRACTOR, in an aggregate amount equal to the face amount of the change order. CONTRACTOR shall have no obligation to provide the County with a change order unless the County strictly complies with the foregoing currency exchange obligations. CONTRACTOR agrees to reimburse the County on a weekly basis for any amount in the currency deposit that is

in excess of the amount of the change order delivered to the County Treasurer. The County agrees to reimburse CONTRACTOR on a weekly basis for any amount that is less than the amount of the change order delivered to the County Treasurer. Absent evidence of CONTRACTOR tampering, the County will be responsible for differences found by CONTRACTOR during CONTRACTOR'S verification of any County change order currency exchanges.

1.5 Staffing

- 1.5.1 The CONTRACTOR shall appointment a dedicated, senior level employee and a qualified substitute, as CONTRACTOR'S representative for the entire period of the AGREEMENT. CONTRACTOR representative shall act as the key liaison with the County, shall be solely responsible for ensuring that the CONTRACTOR'S requirements of the AGREEMENT are properly satisfied, and shall address implementation of the AGREEMENT, resolution of issues and billing questions that may arise on a day-to- day basis during the term of the AGREEMENT.
- 1.5.2 The CONTRACTOR shall document any change to personnel at least 48 hours prior to any change in dedicated personnel on the CONTRACTOR'S Authorized Messenger website.
- 1.5.3 The CONTRACTOR shall immediately document any personnel on CONTRACTOR'S list who are no longer authorized to provide Services, regardless the reason, on the CONTRACTOR'S Authorized Messenger website.
- 1.5.4 The CONTRACTOR shall maintain a toll-free number for inquiries and customer service during the hours of 8:00 a.m. to 5:00 p.m. PT on all business days.
- 1.5.5 The CONTRACTOR shall make available at the request of the County access to review the personal background and qualifications for each of the CONTRACTOR'S assigned personnel.

1.6 Claims

- 1.6.1 The County shall agree to diligently attempt to substantiate and assist in establishing the identity of any lost, damaged, or destroyed property constituting part of any loss.
- 1.6.2 The County will promptly, diligently, and completely cooperate with the CONTRACTOR in the reconstruction and replacement of lost, destroyed, or stolen checks that were contained in any shipment.
- 1.6.3 The CONTRACTOR shall bear sole responsibility in the event of a loss, from whatever cause, for property transferred to and under CONTRACTOR'S control.
 - 1.6.3.1 The CONTRACTOR shall not be liable for any mysterious disappearance of, shortage, or damage to the contents of any shipment unless the shipment was sealed at the time of delivery to CONTRACTOR and shows evidence of tampering at the time CONTRACTOR delivers said package to the consignee and the consignee immediately notes, in writing on the CONTRACT receipt

- document, the evidence of tampering.
- 1.6.4 The CONTRACTOR shall pay the County, in the event of a loss as described in the previous paragraph, the declared value of the shipment, up to the maximum shipment liability amount.
 - 1.6.5 The CONTRACTOR'S sole liability shall be the payment to the County of:
 - 1.6.5.1 Reasonable costs necessary to reconstruct the checks plus any necessary costs because of stop payment procedures;
 - 1.6.5.2 The face value of checks that cannot be reconstructed, provided adequate proof of the value thereof is presented to the CONTRACTOR, except those checks that would not be collectable at the time of the loss, but not to exceed the limit of \$5,000.00 per shipment for the unidentified checks.
 - 1.6.5.3 The service and liability obligations assumed by CONTRACTOR and the rates charged by CONTRACTOR are based, in part, upon the values of shipments as declared herein by the County, for the safe delivery or return of any shipment of the County's in the possession of CONTRACTOR, or in the possession of the agents or employees of CONTRACTOR pursuant to the terms of this Agreement, it is therefore expressly agreed by the County that the provisions of this Agreement dealing with maximum shipment liability to be accepted by CONTRACTOR from the County for delivery to consignee, or from consignee, may not be waived or amended by any agent of CONTRACTOR, but that such waiver or amendment may be made only with the written consent of an officer of CONTRACTOR. CONTRACTOR will not be liable for loss or damage to property consigned to it in excess of the maximum shipment liability unless the County has paid all excess liability charges to the CONTRACTOR for all shipments of property with a value in excess of the maximum shipment liability amount.
 - 1.6.6 The CONTRACTOR and CONTRACTOR'S insurance shall not be liable for damages directly or proximately flowing from the County's breach of this provision.
 - 1.6.7 Upon payment of a loss pursuant to the AGREEMENT, CONTRACTOR or CONTRACTOR'S insurance shall be subrogated to all the County's rights and remedies of recovery therefore.
 - 1.6.8 The County shall assign to the CONTRACTOR the County's right to receive payment under any check(s) for which the CONTRACTOR has reimbursed the County and the County shall execute any document necessary or reasonably desirable to perfect and accomplish such assignment.
 - 1.6.9 The County shall submit a claim to the CONTRACTOR for losses that have not been resolved by CONTRACTOR within thirty (30) calendar days of the initial loss report and the claim will include proof of loss documentation from the CONTRACTOR.
 - 1.6.10 Under no circumstance shall the CONTRACTOR and/or the CONTRACTOR'S insurance be liable or responsible for any claim for loss or damages to the County's property that is not submitted in writing to the CONTRACTOR within the greater of ninety (90) days after the date that said loss or damage purportedly

occurred or the minimum notice required under the law in the jurisdiction where the Services took place.

- 1.6.11 The County will furnish the CONTRACTOR a detailed written statement of the circumstances surrounding such loss or damages as well as detailed written proof of such loss or damages in a form reasonably satisfactory to the CONTRACTOR, within 30 days of submitting a written notice of claim of loss or damage, subscribed and sworn to by the County or its duly authorized officer. Failure to comply with the foregoing shall relieve and release CONTRACTOR of any liability to County with respect to such claimed loss or damage.
- 1.6.12 The CONTRACTOR shall complete a loss investigation within 30 days from the date of the claim. The CONTRACTOR shall pay claims within 30 days of the conclusion of the investigation, and shall issue payment to the County for the face value of the.
- 1.7. **Department Reports**
 - 1.7.1 The CONTRACTOR shall provide a monthly report that includes a cumulative listing of all claims reported, date of resolution, and/or detailed status of all pending issues. Additionally, the monthly report shall provide the following summary of activity, by location:
 - 1.7.1.1 Number of pick-up visits
 - 1.7.1.2 Number of deposit bags picked-up
 - 1.7.1.3 Number of bags dropped off
 - 1.7.2. The CONTRACTOR shall provide monthly reports to County Departments no later than thirty (30) calendar days after the end of each month.
- 1.8 While the County may keep its own receipt and log book for internal purpose, the CONTRACTOR'S receipt document shall be deemed the sole controlling document with respect to all Services rendered, including, without limitation, deposits delivered and received, timing, losses, shortages, overages, investigation, claims, or litigation.

2.0 CONTRACT TERM

- 2.1 The term of the AGREEMENT(s) will be for a period of three (3) years with the option to extend the AGREEMENT for two (2) additional one (1) year periods.
 - 2.1.1 County is not required to state a reason if it elects not to renew.
- 2.2 If the AGREEMENT includes options for renewal or extension, the CONTRACTOR will commence negotiations when notified by the County of the desire to renew or extend the AGREEMENT.
 - 2.2.1 Both parties shall agree upon rate extension(s) or changes in writing.

3.0 LICENSING/SECURITY REQUIREMENTS

- 3.1 CONTRACTOR is required to ensure that all services, costs, and materials must, at minimum, meet the specifications for State of California and CAL/OSHA regulations, as applicable.
- 3.2 CONTRACTOR is to ensure that the insurance and required licenses under both state and local jurisdictions are current during the full term of the AGREEMENT.
- 3.3 CONTRACTOR shall be required to submit appropriate State level criminal background clearance(s) for all personnel required to work within County facilities that are deemed restricted or high security.