



City of Sacramento City Council

7

915 I Street, Sacramento, CA, 95814
www.CityofSacramento.org

Meeting Date: 1/15/2013

Report Type: Consent

Title: Contract: Armored Car Services

Report ID: 2013-00011

Location: Citywide

Recommendation: Pass a Motion: 1) awarding a five-year contract to Garda Cash Logistics for armored car services for cash pick-up and delivery in an amount not to exceed \$675,000 for the five-year period; and 2) authorizing the City Manager or the City Manager's designee to execute the contract.

Contact: Marc Robles, Program Analyst, (916) 808-6343; Craig Lymus, Procurement Manager, (916) 808-5524, General Services Department

Presenter: None

Department: General Services Dept

Division: Procurement Services Admin

Dept ID: 13001061

Attachments:

- 1-Description/Analysis
- 2-Attachment 1-Bid Results
- 3-Contract with Garda Cash Logistics

City Attorney Review

Approved as to Form
Lan Wang
1/4/2013 2:16:18 PM

City Treasurer Review

Reviewed for Impact on Cash and Debt
John Colville
12/24/2012 6:44:38 AM

Approvals/Acknowledgements

Department Director or Designee: Keith Leech - 12/27/2012 11:03:35 AM



Description/Analysis

Issue: The City's existing contract for armored car services expires January 14, 2013 and the City has an ongoing need for this service at 33 locations where cash transactions occur for City services.

Policy Considerations: The recommendations in this report are in accordance with the provisions of City Code Chapter 3.56 and Resolution No. 2010-346 prohibiting the City from entering into any contract to purchase goods or services from any business or entity headquartered in Arizona.

Economic Impacts: None

Environmental Considerations:

California Environmental Quality Act (CEQA): No environmental review is necessary because the recommendations in this report involve the purchase of armored car services and are not considered to be a project in accordance with Section 15378(b)(2) of the CEQA Guidelines.

Sustainability: Not applicable

Commission/Committee Action: None

Rationale for Recommendation: The City's existing contract for armored car services expires January 14, 2013 and the City has an ongoing need for this service at 33 locations where cash transactions occur for City services.

On October 23, 2012, Procurement Services, in accordance with City Code Chapter 3.56, issued Invitation for Bid No. B13131061004 for armored car services for cash pick-up and delivery. Two responses were received. Garda Cash Logistics was determined to be the lowest responsive and responsible bidder. The bid results are included in Attachment 1.

Financial Considerations: Funding for this service will be provided by the operating budgets of the various departments that utilize the service. Sufficient funding is available in the FY2012/13 operating budget to pay for this service through June 30, 2013. Purchases made after June 30, 2013 are subject to funding availability in the budget adopted for the applicable fiscal year.

In determining the recommended spending authority, Procurement Services reviewed the expenditure history for this service and considered future needs. Pricing for the first year of the contract will be at the original bid price and price increases are allowed in the latter years of the contract. The recommended five-year contract amount of \$625,000 allows for the potential addition of City locations requiring this service and for the vendor to sell self-counting safes to the City at an additional cost, a contract provision added based on an internal audit of remote cash-handling sites. The recommended contract will provide a substantial savings to the City when compared to the existing contract for armored car services. The bid amount for the recommended contract is \$44,368 less than the bid amount for the existing contract, and the total five-year contract amount is \$128,000 less than the five-year contract amount for the existing contract.

Estimated annual expenditures are provided in the following table:

Estimated Expenditures – Armored Car Services						
Vendor	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Garda Cash Logistics	\$100,000	\$125,000	\$125,000	\$125,000	\$150,000	\$625,000

Emerging Small Business Development (ESBD): Garda Cash Logistics is not certified as an emerging/small business firm.



BID RESULTS – BID NO. B13131061004

	Garda Cash Logistics	Loomis Armored US
Armored Car Services	\$85,419.56	\$112,088.00
5% E/SBE Preference	None	None
1% City Limit Preference	None	None
Prompt Payment Discount	None	None
Total Bid Evaluation	\$85,419.56⁽¹⁾	\$112,088.00

⁽¹⁾The lowest responsible bid amount of \$85,419.56 represents the annual cost of armored car services, based on current requirements for bid evaluation purposes only. A contract amount not to exceed \$625,000 is recommended to allow for increased service levels. This amount more closely reflects the actual total amount anticipated to be expended over the five year contract.



City of Sacramento Contract Cover and Routing Form

Requires Council Approval: No YES Meeting: Jan 15

General Information

Type: Non Professional Services

CHANGE: None CH #:

\$ Not to Exceed: \$ 625,000.00

Original Contract Number:

Original Contract Amount:

Contractor: Garda Cash Logistics

Project Name: Armored Car Services

Project Number:

Bid Transaction #: B131061004

E/SBE-DBE-M/WBE: No

Department Information

Department: General Services

Division: Procurement

Project Mgr: Marc Robles

Supervisor: Craig Lymus

Contract Services:

Division Mgr:

Phone Number: x6343

Org Number: 13001611

Comment:

Review and Signature Routing

Department	Signature or Initial	Date
Project Mgr:	<i>MR</i>	12-20-12
Accounting:	<i>—</i>	<i>—</i>
Contract Services:	<i>—</i>	<i>—</i>
Supervisor:	<i>CL</i>	1-4-12
Division Manager:	<i>CL</i>	1-4-12

City Attorney	Signature or Initial	Date
City Attorney:	<i>AW</i>	1-4-12

Send Interoffice Mail Notify for Pick Up

Authorization	Signature or Initial	Date
Schwartz, Reina Department Director:	<i>—</i>	<i>—</i>
City Mgr: yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	<i>—</i>	<i>—</i>

For City Clerk Processing Finalized:

Initial: _____ Date: _____

Imaged:

Initial: _____ Date: _____

Resolution No: (If Applicable)

Contract No:

This coversheet is to remain with the original signed Contract.

Responsibility

General Information: May be completed by Project Manager or Contract Services.

Department Information: May be completed by Project Manager or Contract Services.

Review and Signature Routing:

Department

Project Manager: Verification of Technical Specs.

Accounting: Verification of Funding Sources.

Contract Services: BOT Number, Insurance, Bonds, Solicitation (BID, RFP, RFQ, RFI, Quote, Sole Source, or Emergency), Contractor Signatures, E/SBE, DBE or M/WBE Project Participation.

City Attorney

Approval of Contract Form and Bonds (if applicable)

Verification that Insurance Documents are Included (if required for contract approval)

Authorization

Department Director: Review All Contracts; Signing Authority <\$100,000

City Manager: Signing Authority delegated for < \$100,000

Signing Authority delegated to Assistant City Manager for = or > \$100,000

AFTER Council Authorization

Types of Contracts

Type	City Code	Type	City Code
Commodity	3.56	Reimbursement/Credit	
Development	18.16	Settlement	
Grant		Supplies	3.56
Hold Harmless			
Individual Participation			
Master Services			
Memorandum			
Non-Professional Services	3.56		
Owner Participation		Received City Clerk (2nd Receipt)	
Professional Services	3.64		
Public Project	3.60		
Real Property Lease City Owned	3.68		
Real Property Sale City Owned	3.88		
Real Property Non-City Owned (NCO)			

PROJECT #:
PROJECT NAME: Armored Car Services
DEPARTMENT: General Services
DIVISION: Procurement Services

CITY OF SACRAMENTO

NONPROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made at Sacramento, California, as of January 15, 2013, by and between the **CITY OF SACRAMENTO**, a municipal corporation ("CITY"), and

Garda Cash Logistics
1475 Overland Court, West Sacramento, CA 95691
(916) 284-4372

("CONTRACTOR"), who agree as follows:

1. **Contract.** The Contract shall consist of this Agreement and each of the following documents (if applicable), which are incorporated herein by reference:
 - ✓ Invitation to Bid
 - ✓ Instructions to Bidders
 - ✓ Certificate(s) of Insurance
 - ✓ Drug-Free Workplace Policy and Affidavit
 - ✓ Declaration of Compliance (Equal Benefits Ordinance)
 - ✓ Declaration of Compliance (Living Wage Ordinance)
 - ✓ Workers' Compensation Certificate
 - ✓ Contractor's Bid Proposal Form
 - ✓ ESBD Program Statement
 - ✓ Technical Specifications
2. **Services.** Subject to the terms and conditions set forth in this Agreement, CONTRACTOR shall provide to CITY the services described in Exhibit A. CONTRACTOR shall provide said services at the time, place, and in the manner specified in Exhibit A. CONTRACTOR shall not be compensated for services outside the scope of Exhibit A unless prior to the commencement of such services: (a) CONTRACTOR notifies CITY and CITY agrees that such services are outside the scope of Exhibit A; (b) CONTRACTOR estimates the additional compensation required for these additional services; and (c) CITY, after notice, approves in writing a Supplemental Agreement specifying the additional services and amount of compensation therefor. CITY shall have no obligations whatsoever under this Agreement and/or any Supplemental Agreement, unless and until this Agreement or any Supplemental Agreement is approved by the Sacramento City Manager or the City Manager's authorized designee, or by the Sacramento City Council, as required by the Sacramento City Code.
3. **Payment.** CITY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the times and in the manner set forth in Exhibit B. The payments specified in Exhibit B shall be the only payments to be made to CONTRACTOR for the services rendered pursuant to this Agreement unless pursuant to Section 1, above, CITY approves additional compensation for additional services. CONTRACTOR shall submit all billings for said services to CITY in the manner specified in Exhibit B, or, if not specified in Exhibit B, according to the usual and customary procedures and practices that CONTRACTOR uses for billing clients similar to CITY.

4. **Facilities and Equipment.** Except as set forth in Exhibit C, CONTRACTOR shall, at its sole cost and expense, furnish all facilities and equipment that may be required for furnishing services pursuant to this Agreement. CITY shall furnish to CONTRACTOR only the facilities and equipment listed in Exhibit C according to any terms and conditions set forth in Exhibit C.
5. **General Provisions.** The General Provisions set forth in Exhibit D, that include indemnity and insurance requirements, are part of this Agreement. In the event of any conflict between the General Provisions and any terms or conditions of any document prepared or provided by CONTRACTOR and made a part of this Agreement, including without limitation any document relating to the scope of services or payment therefor, the General Provisions shall control over said terms or conditions.
6. **Living Wage Requirements.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.58, Living Wage. The requirements of Sacramento City Code Chapter 3.58 are summarized in Exhibit E. The CONTRACTOR is required to sign the attached Declaration of Compliance (Living Wage Ordinance) to assure compliance with these requirements.
7. **Non-Discrimination in Employee Benefits.** This Agreement is subject to the provisions of Sacramento City Code Chapter 3.54, Non-Discrimination in Employee Benefits by City Contractors. The requirements of Sacramento City Code Chapter 3.54 are summarized in Exhibit F. CONTRACTOR is required to sign the attached Declaration of Compliance (Equal Benefits Ordinance), to assure compliance with these requirements.
8. **Authority.** The person signing this Agreement for CONTRACTOR hereby represents and warrants that he/she is fully authorized to sign this Agreement on behalf of CONTRACTOR and to bind CONTRACTOR to the performance of its obligations hereunder.
9. **Exhibits.** All exhibits referred to herein are attached hereto and are by this reference incorporated as if set forth fully herein.

Executed as of the day and year first above stated.

CITY OF SACRAMENTO
A Municipal Corporation

By: _____

ATTEST:

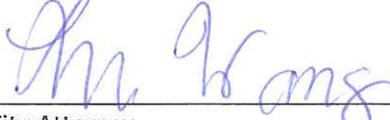
Print name: _____

Title: _____

City Clerk

For: John F. Shirey, City Manager

APPROVED TO AS FORM:



City Attorney

Attachments

- Exhibit A - Scope of Service
- Exhibit B - Fee Schedule/Manner of Payment
- Exhibit C - Facilities/Equipment Provided
- Exhibit D - General Provisions
- Exhibit E - Living Wage Requirements
- Exhibit F - Non-Discrimination in Employee Benefits

CONTRACTOR:

GARDA CL WEST INC

NAME OF FIRM

951085147

Federal I.D. No.

C0020764

State I.D. No.

6437

City of Sacramento Business Op. Tax Cert. No.

TYPE OF BUSINESS ENTITY (check one):

Individual/Sole Proprietor

Partnership

Corporation (may require 2 signatures)

Limited Liability Company

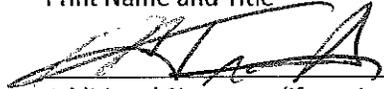
Other (please specify: _____)



Signature of Authorized Person

RENATA D'ANGELO - MANAGER CONTRACTS ADMINISTRATOR

Print Name and Title



Additional Signature (if required)

HUGO TROTTER, CFO

Print Name and Title

EXHIBIT A

NONPROFESSIONAL SERVICES AGREEMENT

SCOPE OF SERVICES

1. **Representatives.**

The CITY Representative for this Agreement is:

Walker Black, Senior Management Analyst
915 I St., Sacramento, CA 95814
(916) 808-5833/wblack@cityofsacramento.org

All CONTRACTOR questions pertaining to this Agreement shall be referred to the CITY Representative or the Representative's designee.

The CONTRACTOR Representative for this Agreement is:

Michael Hutchens
1475 Overland Court, West Sacramento, CA 95691
(916) 284-4372

All CITY questions pertaining to this Agreement shall be referred to the CONTRACTOR Representative. All correspondence to CONTRACTOR shall be addressed to the address set forth on page one of this Agreement. Unless otherwise provided in this Agreement, all correspondence to the CITY shall be addressed to the CITY Representative.

2. **Scope of Services.** *[Describe services to be provided here, or, if scope of services is described in an attachment, label the attachment "Attachment 1 to Exhibit A" and include the following sentence:]*

The services provided shall be as set forth in Attachment 1 to Exhibit A, attached hereto and incorporated herein.

3. **Time of Performance.** The services described herein shall be provided during the period, or in accordance with the schedule, set forth in the scope of services.

ATTACHMENT 1 TO EXHIBIT A

A. SPECIAL PROVISIONSQUANTITIES (ESTIMATED)

The quantities specified are based upon the best estimates available and are subject to increase or decrease.

CONFERENCE (PRE-AWARD)

The apparent lowest responsible Bidder may be required to attend a pre-award conference at a mutually acceptable time at which all requirements of these specifications will be reviewed. At that time, samples of forms, reports etc., will be submitted by the Bidder for final approval.

CONTRACT PERIOD

Any contract(s) resulting from this bid shall be effective for a period of five years from the date of award by the City Council.

MODIFICATION OF CONTRACT

The City may order changes in the work herein required and may order extra work in connection with the performance of the contract and the Contractor may comply with such orders, except that:

- A. If changes in requirements, reports, or materials are of such a nature as to increase or decrease the cost of any part of the work, the price fixed in the contract will be increased or decreased by such amount as the Contractor and the Procurement Services Manager may agree upon as the reasonable and proper allowance for the increase or decrease in the cost of work.
- B. No order for any alteration, modification, or extra work which will increase or decrease the cost of the work shall be valid unless the resulting increase or decrease in price shall have been agreed upon in writing and approved by the Procurement Services Manager. No oral statement of any person whomsoever shall in any manner or degree modify or otherwise affect the terms of this contract, including the requirements of the specifications.

PURCHASE ORDER

1. A Purchase Order will be issued to the Contractor on behalf of the City organization(s) who will be ordering items/services covered in the contract. The Purchase Order will be enclosed with the resulting contract or will be issued shortly thereafter, and will become an integral part of the resulting contract. Each Purchase Order will cite a specific dollar value to cover a particular item or specified period of time. If a contract is for a specific period of time and extends beyond the close of the City's fiscal year of June 30th, a second purchase order may be issued.
2. The Purchase Order does not supersede any provision of the resulting contract. Performance time and dates are determined solely by the contract, and any modification thereto.
3. Delivery of material and/or services are not to begin until receipt of the Purchase Order and/or other notification by the City Procurement Services Manager.

PRICE ADJUSTMENT

No price changes are permitted during the first year of the contract. If the contract is extended, prices quoted may be subject to adjustment, however price increases shall be limited to 5% over the previous year's price.

QUANTITIES UNRESTRICTED

The City is not limited to purchase all of its requirements from any contract resulting from this request.

PROTECTION OF DATA

Contractor shall take all precautions necessary and appropriate to assure the confidentiality of City's record information. Contractor shall limit access to City's records only to contractor's authorized employees. Except as authorized by the City, Contractor shall not reproduce any of the City records.

The City shall have the right to review Contractor's procedures for handling City records and may make such inspections as it deems necessary to assure that Contractor is adequately safe-guarding City's record information.

CONTRACT REPRESENTATIVE

During performance of the contract, the City will be represented by Brad Wasson, Telephone (916) 808-5844.

PAYMENT AND INVOICING

Invoices, in triplicate, shall be mailed or delivered to City of Sacramento, 915 I Street, Room 1201, Sacramento, CA 95814, Attention: Revenue Admin.

LICENSES AND PERMITS

Vendors must provide evidence of being licensed to operate as an armored transport carrier by the California Public Utilities Commission and the Interstate Commerce Commission. Further, Bidder represents and warrants to City that he/she has all licenses, permits, qualifications and approvals of whatsoever nature which are legally required for Contractor to practice his/her profession. Contractor represents and warrants to City that Contractor shall, at his/her sole cost and expense, keep in effect at all times during the term of this Contract any licenses, permits, and approvals which are legally required for Contractor to practice his/her profession.

CERTIFICATE OF AUTHORITY TO DELIVER

Prior to the start of the contract, Contractor must provide a copy of a certificate of authority from Bank of America authorizing Contractor to make deliveries to Bank of America.

DISMISSAL OF UNSATISFACTORY EMPLOYEES

The Contractor shall only furnish employees who are competent and skilled for work under this contract. If, in the opinion of the City, an employee of the Contractor is incompetent or disorderly, refuses to perform in accordance with the terms and conditions of the contract, threatens or uses abusive language while on City property, or is otherwise unsatisfactory, that employee shall be removed from all work under this contract.

COOPERATIVE PURCHASING

If mutually agreeable to both parties, the use of any resultant contract may be extended to other government agencies. It shall be understood that all terms and conditions as specified herein shall apply. The City of Sacramento will not be an agent, partner or representative of any other government agency as it relates to this specification and is not obligated or liable, including, but not limited to, payment for an order placed by any other government agency.

COPYRIGHTS AND PATENTS

Contractor shall hold the City of Sacramento, its officers, agents, servants and employees harmless from liability of any nature or kind because of any copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used under this bid, and agrees to defend, at its own expense any and all actions brought against the City of Sacramento or themselves because of the unauthorized use of such articles.

ENVIRONMENTALLY PREFERABLE PROCUREMENT

The City has adopted a "Sustainable Procurement Policy" (SPP) and program. The goal is to encourage the procurement of products and services that help minimize environmental impact resulting from use and disposal of these products. Contractors are encouraged to offer Energy Star, Green Seal, EcoLogo, EPEAT, or products that meet FEMP (Federal Energy Management Program) standards for energy consumption. City also encourages contractors to offer products that are produced with recycled materials, where appropriate, unless otherwise requested in this IFB. Contractors will offer products that have minimal virgin materials and maximum use of recycled products. Contractor must work with the City to attain these goals.

Notwithstanding the above, the Contractor agrees to supply the City of Sacramento with environmentally preferable and effective products in compliance with the specifications in this solicitation and provide services that help minimize environmental impact resulting from use and disposal of products specified in this bid.

The Contractor further agrees that its products specified in this bid do not contain any items, ingredients or components prohibited under the City's SPP Policy.

The City may terminate this contract or take other appropriate actions if the contractor fails to comply or provide adequate supporting documentation to substantiate compliance with the City's SP Policy and requirements specified in the bid.

The City's SPP Policy is available on line at:

[http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable Purchasing Policy SP P.pdf](http://www.cityofsacramento.org/generalservices/procurement/documents/Sustainable_Purchasing_Policy_SP_P.pdf) or by contacting the Procurement Services Division at (916) 808-6240.

SECTION II – CONTRACT DOCUMENTS

B. TECHNICAL SPECIFICATIONS

1.0 GENERAL REQUIREMENTS

1.1 The Contractor shall provide armored car service to collect and protect money, checks and or documents from various City of Sacramento locations and to deliver them to specified City locations or the City's bank.

2.0 SPECIFIC REQUIREMENTS

2.1 The contractor shall provide armed, uniformed, properly supervised and licensed guards who have been trained and are experienced in armored car pick-up and delivery service. The City reserves the right to verify that proper training and licensing for any and all guards has been attained.

2.2 The contractor shall provide a secured, weather-tight, enclosed van-type vehicle(s) for the pick-up and delivery of the items described herein. The contractor shall maintain the vehicle(s) in good mechanical condition at all times.

2.3 The contractor shall provide a photo identification listing to all City locations of guards that will be performing the pick-ups. This list shall be updated annually and/or when the contractor's staffing changes.

2.4 The contractor will utilize an Armored Carrier Receipt to provide an audit trail of all pick-ups.

2.5 The Contractor shall deliver bank change orders from the City's bank to specified locations as requested.

2.6 The contractor shall agree to specified pick-up dates and times (refer to the bid pricing sheets).

2.7 The contractor shall deliver money, checks and documents to the City's bank (currently: Bank of America Cash Vault, West Sacramento) the same day as picked up where specified. Some deliveries are required before 4:00 p.m. to ensure same day deposit credit. These locations are indicated on the bid pricing sheets. The contractor shall immediately telephone the City on any and all circumstances that occur during delivery that would or did prevent delivery by the time specified. These circumstances shall include, but not be limited to, vehicle mechanical failure, vehicle accident, inclement weather, vehicle driver's illness, and robbery.

2.8 The contractor shall pick-up and/or deliver at City locations within (5) minutes per stop, unless detained by City staff or bank employees. See Price Sheets for listing charges related to delays at pick up site which are in excess of five (5) minutes.

2.9 The contractor shall retain all books and records covering the pick-up and delivery of City property for a period of three (3) years from the date of origin to which they pertain, or for such period as required by applicable laws, whichever is longer. Such records will be made available to the City upon demand.

2.10 The contractor shall assume financial liability for the money, checks and documents and any expenses incurred in instances of, but not limited to, improper release, diversion, pilferage, theft, and/or any loss of, or damage through the contractor's failure to provide proper security, care, or handling. Upon occurrence of any of the foregoing, the contractor shall reimburse the City upon receipt of a statement for the face value of City property.

SPECIFICATIONS FOR ON SITE SELF COUNTING SAFES**3.0 ON-SITE SELF-COUNTING SAFES**

The Contractor shall furnish on-site safes equal to Fireking NKL Autobank Model no. V2C-JBS with FireKing Model # XLV-FPR BioMetrics FingerPrint Reader Bulk Bill Validating Safes to the five Parking Garages (Items 05, 07, 08, 09, and 28) with specifications as follows:

- 3.1 Comprehensive cash processing and transportation services:
 - a. Deposit verification, processing, and reporting on a daily basis.
 - b. Verification and confirmation of actual bank deposits by returned bank deposit drafts next business day.
 - c. Deposits collected and processed in a timely manner to support "same day" banking credit.
 - d. Deposits include all "validated" deposits and "manual" deposits processed and received by the safe.
- 3.2 Safe information may be accessed remotely:
 - a. Remote access allowing for collection and data processing of safe deposit information through a personal computer.
 - b. Providing access to all safe information.
 - c. Remote capabilities allowing editing permissions, user profiles, safe settings and profiles, and a variety of activity, transaction, and user reports.
 - d. All safe activities allowing for archiving, at users discretion, to help comply with internal and external record management policies.
 - e. Allowing for a centralized location to be set-up to manage multiple locations.
- 3.3 State-of-the-art intelligent safe systems (Bulk-Validator Units):
 - a. Capable of validating mixed bundles of currency, with no sorting, facing, or counting of currency required to make a deposit.
 - b. Capable of processing a minimum of two 25-notes at a time (dual 25 bulk note validators) at all City Parking Garages.
 - c. Capable of reading all U.S. currency.
 - d. Validated deposits and safes protected against burglary and theft with a 100% guarantee by contractor.
 - e. Validator units capable of being removed to clear a bill jam without exposure and/or having to wait for a technician.
 - f. Validator units capable of detecting and rejecting counterfeit notes.
- 3.4 All safes to include a "manual coin deposit" drop slot upgrade to hold non-counted/verified deposits, and an impact or serial printer, and a control unit.

- 3.5 Biometric Control Panel:
 - a. Safe systems capable of supporting up to 99 users per control unit.
 - b. Providing unquestionable identification by recognizing each user by thumb/finger print.
 - c. Capable of supporting redundant access by allowing controlled access to safe activities and actions by personal identification number (PIN) and an electronically charged or smart key, while actively requiring thumb/finger print access to designated users, to guard against a malfunctioning reader.
- 3.6 Installation and maintenance of all safes to be provided by contractor, including validator upgrade(s) when a change to U.S. currency is made.
- 3.7 Option to upgrade safes as technology allows for improved capabilities and functions.

EXHIBIT B

NONPROFESSIONAL SERVICES AGREEMENT

FEE SCHEDULE/MANNER OF PAYMENT

1. **CONTRACTOR's Compensation.** The total of all fees paid to the CONTRACTOR for the performance of all services set forth in Exhibit A, including normal revisions (hereafter the "Services"), and for all authorized Reimbursable Expenses, shall not exceed the total sum of \$ 625,000.00.
2. **Billable Rates.** CONTRACTOR shall be paid for the performance of Services on an hourly rate, daily rate, flat fee, lump sum or other basis, as set forth in Attachment 1 to Exhibit B, attached hereto and incorporated herein. *[Attach list of billable rates that apply, labeled "Attachment 1 to Exhibit B".]*
3. **CONTRACTOR's Reimbursable Expenses.** Reimbursable Expenses shall be limited to actual expenditures of CONTRACTOR for expenses that are necessary for the proper completion of the Services and shall only be payable if specifically authorized in advance by CITY.
4. **Payments to CONTRACTOR.**
 - A. Payments to CONTRACTOR shall be made within a reasonable time after receipt of CONTRACTOR's invoice, said payments to be made in proportion to services performed or as otherwise specified in Attachment 1 to Exhibit B. CONTRACTOR may request payment on a monthly basis. CONTRACTOR shall be responsible for the cost of supplying all documentation necessary to verify the monthly billings to the satisfaction of CITY.
 - B. All invoices submitted by CONTRACTOR shall contain the following information:
 - (1) Job Name
 - (2) Description of services billed under this invoice, and overall status of project
 - (3) Date of Invoice Issuance
 - (4) Sequential Invoice Number
 - (5) CITY's Purchase Order Number
 - (6) Total Contract Amount
 - (7) Amount of this Invoice (Itemize all Reimbursable Expenses)
 - (8) Total Billed to Date
 - (9) Total Remaining on Contract
 - (10) Updated project schedule. This shall identify those steps that shall be taken to bring the project back on schedule if it is behind schedule.
 - C. Items shall be separated into Services and Reimbursable Expenses. Billings that do not conform to the format outlined above shall be returned to CONTRACTOR for correction. CITY shall not be responsible for delays in payment to CONTRACTOR resulting from CONTRACTOR's failure to comply with the invoice format described below.

D. Requests for payment shall be sent to:

City of Sacramento Revenue Division
915 I St., Sacramento, CA 95814
(916) 808-5833

Attn: Walker Black

5. **Additional Services.** Additional Services are those services related to the scope of services of CONTRACTOR set forth in Exhibit A but not anticipated at the time of execution of this Agreement. Additional Services shall be provided only when a Supplemental Agreement authorizing such Additional Services is approved by CITY in accordance with CITY's Supplemental Agreement procedures. CITY reserves the right to perform any Additional Services with its own staff or to retain other contractors to perform said Additional Services.
6. **Accounting Records of CONTRACTOR.** During performance of this Agreement and for a period of three (3) years after completing all Services and Additional Services hereunder, CONTRACTOR shall maintain all accounting and financial records related to this Agreement, including, but not limited to, records of CONTRACTOR's costs for all Services and Additional Services performed under this Agreement and records of CONTRACTOR's Reimbursable Expenses, in accordance with generally accepted accounting practices, and shall keep and make such records available for inspection and audit by representatives of the CITY upon reasonable written notice.
7. **Taxes.** CONTRACTOR shall pay, when and as due, any and all taxes incurred as a result of CONTRACTOR's compensation hereunder, including estimated taxes, and shall provide CITY with proof of such payment upon request. CONTRACTOR hereby agrees to indemnify CITY for any claims, losses, costs, fees, liabilities, damages or injuries suffered by CITY arising out of CONTRACTOR's breach of this Section 7.

SECTION III – BIDDER RESPONSE DOCUMENTS**D. PRICING SCHEDULE**

For furnishing to the City of Sacramento prices in accordance with the provisions and specifications contained herein:

Note: All items must be priced in order for your bid to be considered responsive

Instructions for Completing Price Sheets

1. Bid pricing sheets for Items 1-33 follow. Each City location is listed with a description of the service required. The frequency (number of pick-ups per week) is indicated by the first letter(s) of days pick-ups are required. Specifications for on-site safes provided to the five parking garages (Items 05, 07, 08, 09, and 28) are detailed in the Technical Specifications section.

Note: Cost for providing safes shall only be included in the quote for the parking garages.

2. An average deposit amount per pickup for each City location is indicated on each pricing item.
3. The appointed pick up time(s) are specified for each location on the Pricing Schedule. Sites that do not specify a time may be picked up during normal business hours.
4. Contractor shall guarantee same day delivery for the Revenue Division (Item 01), and same day or next day delivery for all others, except where otherwise specified. For the City to obtain "same day credit" at Bank of America, West Sacramento Cash Vault, deliveries shall be made before 4:00 P.M.
5. If holiday service is available, indicate the amount of additional fee for each location. If an off schedule pickup is necessary, indicate the amount of additional fee for each location.
6. Annual cost per location is computed by multiplying 52 (weeks) times (x) the weekly bid amount except for swimming pools, locations 13 through 23, which is computed by multiplying 16 (weeks) times (x) the weekly bid amount. Belle Coolege Community Center (Item no. 30) has monthly service on the last Friday of the month, which is computed by multiplying 12 (months) times (x) the monthly bid amount.

Delay at Pick Up Site

Average pick up time at each location should not exceed five (5) minutes. However, Contractor is to indicate the cost per minute for waiting time after the first five (5) minutes should there be delays caused by the City. Vendor shall document the nature of City caused delay(s) as a requirement to billing the City for any delay.

Cost Per Minute: \$ 2.95

Addition of Self Counting Safes

Should the City wish to add self counting safes to other locations at a later date, vendor shall quote the additional annual cost per safe. All terms and conditions stated in the Technical Specifications shall apply to any safe added in the future.

Cost per additional safe: \$ 800.00 *
* INCLUDES SHIPPING & INSTALLATION

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
01	REVENUE SERVICES 915 I STREET ROOM 1214	MTWTHF	\$600,000	\$ <u>83.11</u>	\$ <u>4321.93</u>

Services Required:

*Pick up deposits after 1:00 p.m. and deliver same day to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
02	ANIMAL CONTROL 2127 FRONT ST	WF	\$10,000	\$ <u>34.53</u>	\$ <u>1795.81</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault.

*Pick up deposits between 4:00 p.m. and 4:30 p.m. Delivery to Bank can be next day.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
03	PARKING METER SHOP 1126 11 th ST	MTWTHF	\$15,000	\$ <u>83.11</u>	\$ <u>4321.93</u>

Services Required:

*Pick up bulk coin and small currency deposits and deliver to B of A Cash Vault in West Sacramento.

*Pick up must be between 4:30 p.m. and 5:00 p.m. Delivery to Bank can be next day.

*Holiday and off schedule pickups with advance notice.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
04	PARKING ADMINISTRATION 300 RICHARDS BL.	MTWTHF	\$12,000	\$ <u>83.11</u>	\$ <u>4321.93</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

*Pick up deposits between 1:00 p.m. and 3:30 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
05	TOWER BRIDGE GARAGE FRONT & CAPITOL MALL 135 NEASHAM CR	SMTWTHFS	\$4,000	SAFE PURCHASE \$ <u>178.68</u> (RENTAL) (\$213.54)	\$ <u>9291.19</u> * <u>11,104.30</u>

Services Required:

*Pick up deposits between 7:00 a.m. and 7:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

*Provide on-site safe with dual 25 bulk note acceptor (see additional specifications) Note: Cost to provide safe shall be included in this item only.
* SAFE COST: \$8100.00

*Holiday and off schedule pickups with advance notice.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
06	SAC POLICE PROPERTY MGMT 555 SEQUOIA PACIFIC BLVD	Tues.	\$5,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
07	CAPITOL GARAGE 1126 11 th ST.	MTWTHF	\$4,000	<i>SAFE PURCHASE</i> \$ 139.37 <i>(RENTAL) (\$174.23)</i>	\$ 7247.10 * <i>(\$9060.21)</i>

Services Required:

*Pick up deposits between 7:00 a.m. and 7:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

*Provide on-site safe with dual 25 bulk note acceptor (see additional specifications) Note: Cost to provide safe shall be included in this item only.
** SAFE COST: \$8100.00*

* Holiday and off schedule pickups with advance notice.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
08	CITY HALL GARAGE 1000 "I" ST	MTWTHF	\$4,000	<i>SAFE PURCHASE</i> \$ 139.37 <i>(RENTAL) (\$174.23)</i>	\$ 7247.10 * <i>(\$9060.21)</i>

Services Required:

*Pick up deposits between 7:00 a.m. and 7:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

*Provide on-site safe with dual 25 bulk note acceptor (see additional specifications) Note: Cost to provide safe shall be included in this item only.
** SAFE COST: \$8100.00*

*Holiday and off schedule pickups with advance notice.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
09	OLD SACRAMENTO GARAGE 200 "I" ST	SMTWTHFS	\$4,000	<i>SAFE PICKUPS \$ 178.68</i>	<i>\$ 9291.19 *</i>
	<u>Services Required:</u>			<i>(RENTAL) (\$ 213.54)</i>	<i>(\$ 11,104.30)</i>
	*Pick up deposits between 7:00 a.m. and 7:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.				
	*Delivery of change orders from bank.				
	*Provide on-site safe with dual 25 bulk note acceptor (see additional specifications) <u>Note:</u> Cost to provide safe shall be included in this item <u>only</u> .				
				<i>* SAFE COST: \$ 8100.00</i>	
				HOLIDAY PICKUP FEE	\$ <u>45.00</u>
				OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
10	4 TH R (Parks & Rec) 5735 47 th AVENUE	WF	\$50,000	\$ <u>34.53</u>	\$ <u>1795.81</u>
	<u>Services Required:</u>				
	*Pick up deposits between 8:30 a.m. and 9:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.				
				HOLIDAY PICKUP FEE	\$ <u>45.00</u>
				OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
11	COLOMA COMMUNITY CENTER 4623 T ST	Thurs.	\$10,000	\$ <u>16.50</u>	\$ <u>858.00</u>
	<u>Services Required:</u>				
	*Pick up deposits between 9:00 a.m. and 9:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.				
				HOLIDAY PICKUP FEE	\$ <u>45.00</u>
				OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
12	SACRAMENTO MARINA 2710 RAMP WAY	Tues.	\$15,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 12:00 p.m. and 12:30 p.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
13	CLUNIE POOL 601 ALHAMBRA BLVD	W	\$2,500	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
14	DOYLE POOL 2825 MENDEL WAY	W	\$900	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
15	GLEN HALL POOL 5415 SANDBERG DR	W	\$400	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
16	JOHNSTON POOL 231 ELEANOR AVE	W	\$600	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
17	MEADOWVIEW POOL 2450 MEADOWVIEW RD	W	\$2000	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
18	MANGAN POOL 2230 34 TH AVE	W	\$400	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE	<u>45.00</u>
OFF SCHEDULE PICKUP	<u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
19	MCCLATCHY POOL 3520 5 TH AVE	W	\$300	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
20	OKI POOL 2715 WISSEMAN DR	W	\$600	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE - SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
21	SIM POOL 6207 LOGAN ST	W	\$900	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE - SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
22	SOUTHSIDE POOL 2115 6 TH ST	W	\$600	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE - SEPT.)

HOLIDAY PICKUP FEE \$ 45.00

OFF SCHEDULE PICKUP \$ 45.00

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
23	TAHOE POOL 3535 59 TH ST	W	\$900	\$ <u>16.50</u>	\$ <u>198.00</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault. Delivery to Bank can be next day.

SUMMER MONTHS ONLY (JUNE – SEPT.)

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
24	DEPT OF UTILITIES 1395 35 TH AVE	TTHF	\$109,000	\$ <u>49.88</u>	\$ <u>2593.95</u>

Services Required:

*Pick up deposits between 9:30 a.m. and 10:00 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
25	COMMUNITY CTR BOX OFFICE 1301 L ST	MWF	\$3,000	\$ <u>49.88</u>	\$ <u>2593.95</u>

Services Required:

*Pick up deposits and deliver to B of A West Sacramento Cash Vault.

*Delivery of change orders from bank.

*Pick up deposits between 2:00 p.m. and 2:30 p.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
26	POLICE DEPARTMENT 5770 FREEPORT BL. #100	F	\$16,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 10:00 a.m. and 10:30 a.m and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
27	COMMUNITY DEVELOPMENT 300 RICHARDS BL. (3 RD Floor)	MTWTHF	\$150,000	\$ <u>83.11</u>	\$ <u>4321.93</u>

Services Required:

*Pick up deposits between 11:00 a.m. and 11:30 a.m and deliver to B of A West Sacramento Cash Vault before 4:00 P.M.

*Delivery of change orders from bank.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
28	MEMORIAL GARAGE 805 14 TH STREET	MTWTHF	\$4,000	\$ <u>139.37</u>	\$ <u>7247.40</u>

SAFE PURCHASE (\$174.23) (RENTAL) (\$9060.21)

Services Required:

*Pick up deposits between 7:00 a.m. and 7:30 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

*Delivery of change orders from bank.

*Provide on-site safe with dual 25 bulk note acceptor (see additional specifications) Note: Cost to provide safe shall be included in this item only.

** SAFE COST : \$ 8100.00*

*Holiday and off schedule pickups with advance notice.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
29	START 5735 47 TH AVE.	F	\$30,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 8:30 a.m. and 9:00 a.m and deliver to B of A West Sacramento Cash Vault before 4:00 P.M.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>MONTHLY BID</u>	<u>ANNUAL COST</u>
30	BELLE COOLEGE COMM. CENTER 5699 SOUTH LAND PARK DR.	F (last)	\$1,000	\$ <u>16.50</u>	\$ <u>199.83</u>

Services Required (MONTHLY):

*Pick up deposits between 9:00 a.m. and 10:00 a.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
31	FIRE DEPT. 5770 FREEPORT BLVD. #200	F	\$300,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 9:30 a.m. and 10:00 a.m and deliver to B of A West Sacramento Cash Vault before 4:00 P.M.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
32	SAM PANNELL COMM. CENTER 2450 MEADOWVIEW RD.	F	\$1,000	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 8:30 a.m. and 12:00 p.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE	\$ <u>45.00</u>
OFF SCHEDULE PICKUP	\$ <u>45.00</u>

PRICING SCHEDULE

<u>ITEM</u>	<u>LOCATION/DESCRIPTION</u>	<u>FREQUENCY</u>	<u>AVERAGE DEPOSIT</u>	<u>WEEKLY BID</u>	<u>ANNUAL COST</u>
33	SO. NATOMAS COMM. CENTER 2921 TRUXEL RD.	Thurs.	\$1,200	\$ <u>16.50</u>	\$ <u>858.00</u>

Services Required:

*Pick up deposits between 8:30 a.m. and 12:00 p.m. and deliver to B of A West Sacramento Cash Vault before 4:00 p.m.

HOLIDAY PICKUP FEE \$ 45.00
OFF SCHEDULE PICKUP \$ 45.00

Grand Total of Annual Costs

Amount shall total the combined cost (less holiday and off schedule pickup) of items 1-33 on the preceding price sheets.

Enter grand total of annual costs for Pages 22 through 32 here: \$ 75,632.75

EXHIBIT C

NONPROFESSIONAL SERVICES AGREEMENT

FACILITIES AND EQUIPMENT TO BE PROVIDED BY CITY

CITY shall [check one] Not furnish any facilities or equipment for this Agreement; or
 furnish the following facilities or equipment for the Agreement [*list, if applicable*]:

EXHIBIT D
NONPROFESSIONAL SERVICES AGREEMENT

GENERAL PROVISIONS

1. Independent Contractor.

- A. It is understood and agreed that CONTRACTOR (including CONTRACTOR's employees) is an independent contractor and that no relationship of employer-employee exists between the parties hereto for any purpose whatsoever. Neither CONTRACTOR nor CONTRACTOR's assigned personnel shall be entitled to any benefits payable to employees of CITY. CITY is not required to make any deductions or withholdings from the compensation payable to CONTRACTOR under the provisions of this Agreement, and CONTRACTOR shall be issued a Form 1099 for its services hereunder. As an independent contractor, CONTRACTOR hereby agrees to indemnify and hold CITY harmless from any and all claims that may be made against CITY based upon any contention by any of CONTRACTOR's employees or by any third party, including but not limited to any state or federal agency, that an employer-employee relationship or a substitute therefor exists for any purpose whatsoever by reason of this Agreement or by reason of the nature and/or performance of any Services under this Agreement. (As used in this Exhibit D, the term "Services" shall include both Services and Additional Services as such terms are defined elsewhere in this Agreement.)
- B. It is further understood and agreed by the parties hereto that CONTRACTOR, in the performance of its obligations hereunder, is subject to the control and direction of CITY as to the designation of tasks to be performed and the results to be accomplished under this Agreement, but not as to the means, methods, or sequence used by CONTRACTOR for accomplishing such results. To the extent that CONTRACTOR obtains permission to, and does, use CITY facilities, space, equipment or support services in the performance of this Agreement, this use shall be at the CONTRACTOR's sole discretion based on the CONTRACTOR's determination that such use will promote CONTRACTOR's efficiency and effectiveness. Except as may be specifically provided elsewhere in this Agreement, the CITY does not require that CONTRACTOR use CITY facilities, equipment or support services or work in CITY locations in the performance of this Agreement.
- C. If, in the performance of this Agreement, any third persons are employed by CONTRACTOR, such persons shall be entirely and exclusively under the direction, supervision, and control of CONTRACTOR. Except as may be specifically provided elsewhere in this Agreement, all terms of employment, including hours, wages, working conditions, discipline, hiring, and discharging, or any other terms of employment or requirements of law, shall be determined by CONTRACTOR. It is further understood and agreed that CONTRACTOR shall issue W-2 or 1099 Forms for income and employment tax purposes, for all of CONTRACTOR's assigned personnel and subcontractors.
- D. The provisions of this Section 1 shall survive any expiration or termination of this Agreement. Nothing in this Agreement shall be construed to create an exclusive relationship between CITY and CONTRACTOR. CONTRACTOR may represent, perform services for, or be employed by such additional persons or companies as CONTRACTOR sees fit provided that CONTRACTOR does not violate the provisions of Section 5, below.

2. **Licenses; Permits, Etc.** CONTRACTOR represents and warrants that CONTRACTOR has all licenses, permits, City Business Operations Tax Certificate, qualifications, and approvals of whatsoever nature that are legally required for CONTRACTOR to practice its profession or provide any services under the Agreement. CONTRACTOR represents and warrants that CONTRACTOR shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for CONTRACTOR to practice its profession or provide such Services. Without limiting the generality of the foregoing, if CONTRACTOR is an out-of-state corporation, CONTRACTOR warrants and represents that it possesses a valid certificate of qualification to transact business in the State of California issued by the California Secretary of State pursuant to Section 2105 of the California Corporations Code.
3. **Time.** CONTRACTOR shall devote such time and effort to the performance of Services pursuant to this Agreement as is necessary for the satisfactory and timely performance of CONTRACTOR's obligations under this Agreement. Neither party shall be considered in default of this Agreement, to the extent that party's performance is prevented or delayed by any cause, present or future, that is beyond the reasonable control of that party.
4. **CONTRACTOR Not Agent.** Except as CITY may specify in writing, CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to act on behalf of CITY in any capacity whatsoever as an agent. CONTRACTOR and CONTRACTOR's personnel shall have no authority, express or implied, to bind CITY to any obligations whatsoever.
5. **Conflicts of Interest.** CONTRACTOR covenants that neither it, nor any officer or principal of its firm, has or shall acquire any interest, directly or indirectly, that would conflict in any manner with the interests of CITY or that would in any way hinder CONTRACTOR's performance of Services under this Agreement. CONTRACTOR further covenants that in the performance of this Agreement, no person having any such interest shall be employed by it as an officer, employee, agent or subcontractor, without the written consent of CITY. CONTRACTOR agrees to avoid conflicts of interest or the appearance of any conflicts of interest with the interests of CITY at all times during the performance of this Agreement. If CONTRACTOR is or employs a former officer or employee of the CITY, CONTRACTOR and any such employee(s) shall comply with the provisions of Sacramento City Code Section 2.16.090 pertaining to appearances before the City Council or any CITY department, board, commission or committee.
6. **Confidentiality of CITY Information.** During performance of this Agreement, CONTRACTOR may gain access to and use CITY information regarding inventions, machinery, products, prices, apparatus, costs, discounts, future plans, business affairs, governmental affairs, processes, trade secrets, technical matters, systems, facilities, customer lists, product design, copyright, data, and other vital information (hereafter collectively referred to as "City Information") that are valuable, special and unique assets of the CITY. CONTRACTOR agrees to protect all City Information and treat it as strictly confidential, and further agrees that CONTRACTOR shall not at any time, either directly or indirectly, divulge, disclose or communicate in any manner any City Information to any third party without the prior written consent of CITY. In addition, CONTRACTOR shall comply with all CITY policies governing the use of the CITY network and technology systems, as set forth in applicable provisions of the City of Sacramento Administrative Policy Instructions # 30. A violation by CONTRACTOR of this Section 6 shall be a material violation of this Agreement and shall justify legal and/or equitable relief.

7. CONTRACTOR Information.

- A. CITY shall have full ownership and control, including ownership of any copyrights, of all information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement. In this Agreement, the term "information" shall be construed to mean and include: any and all work product, submittals, reports, plans, specifications, and other deliverables consisting of documents, writings, handwritings, typewriting, printing, photostating, photographing, computer models, and any other computerized data and every other means of recording any form of information, communications, or representation, including letters, works, pictures, drawings, sounds, or symbols, or any combination thereof. CONTRACTOR shall not be responsible for any unauthorized modification or use of such information for other than its intended purpose by CITY.
- B. CONTRACTOR shall fully defend, indemnify and hold harmless CITY, its officers and employees, and each and every one of them, from and against any and all claims, actions, lawsuits or other proceedings alleging that all or any part of the information prepared, produced, or provided by CONTRACTOR pursuant to this Agreement infringes upon any third party's trademark, trade name, copyright, patent or other intellectual property rights. CITY shall make reasonable efforts to notify CONTRACTOR not later than ten (10) days after CITY is served with any such claim, action, lawsuit or other proceeding, provided that CITY's failure to provide such notice within such time period shall not relieve CONTRACTOR of its obligations hereunder, which shall survive any termination or expiration of this Agreement.
- C. All proprietary and other information received from CONTRACTOR by CITY, whether received in connection with CONTRACTOR's proposal to CITY or in connection with any Services performed by CONTRACTOR, will be disclosed upon receipt of a request for disclosure, pursuant to the California Public Records Act; provided, however, that, if any information is set apart and clearly marked "trade secret" when it is provided to CITY, CITY shall give notice to CONTRACTOR of any request for the disclosure of such information. The CONTRACTOR shall then have five (5) days from the date it receives such notice to enter into an agreement with the CITY, satisfactory to the City Attorney, providing for the defense of, and complete indemnification and reimbursement for all costs (including plaintiff's attorney fees) incurred by CITY in any legal action to compel the disclosure of such information under the California Public Records Act. The CONTRACTOR shall have sole responsibility for defense of the actual "trade secret" designation of such information.
- D. The parties understand and agree that any failure by CONTRACTOR to respond to the notice provided by CITY and/or to enter into an agreement with CITY, in accordance with the provisions of subsection C, above, shall constitute a complete waiver by CONTRACTOR of any rights regarding the information designated "trade secret" by CONTRACTOR, and such information shall be disclosed by CITY pursuant to applicable procedures required by the Public Records Act.

- 8. Standard of Performance.** CONTRACTOR shall perform all Services required pursuant to this Agreement in the manner and according to the standards currently observed by a competent practitioner of CONTRACTOR's profession in California. All products of whatsoever nature that CONTRACTOR delivers

to CITY pursuant to this Agreement shall be prepared in a professional manner and conform to the standards of quality normally observed by a person currently practicing in CONTRACTOR's profession, and shall be provided in accordance with any schedule of performance specified in Exhibit A. CONTRACTOR shall assign only competent personnel to perform Services pursuant to this Agreement. CONTRACTOR shall notify CITY in writing of any changes in CONTRACTOR's staff assigned to perform the Services required under this Agreement, prior to any such performance. In the event that CITY, at any time during the term of this Agreement, desires the removal of any person assigned by CONTRACTOR to perform Services pursuant to this Agreement, because CITY, in its sole discretion, determines that such person is not performing in accordance with the standards required herein, CONTRACTOR shall remove such person immediately upon receiving notice from CITY of the desire of CITY for the removal of such person.

9. Term; Suspension; Termination.

- A. This Agreement shall become effective on the date that it is approved by both parties, set forth on the first page of the Agreement, and shall continue in effect until both parties have fully performed their respective obligations under this Agreement, unless sooner terminated as provided herein.
- B. CITY shall have the right at any time to temporarily suspend CONTRACTOR's performance hereunder, in whole or in part, by giving a written notice of suspension to CONTRACTOR. If CITY gives such notice of suspension, CONTRACTOR shall immediately suspend its activities under this Agreement, as specified in such notice.
- C. CITY shall have the right to terminate this Agreement at any time by giving a written notice of termination to CONTRACTOR. If CITY gives such notice of termination, CONTRACTOR shall immediately cease rendering Services pursuant to this Agreement. If CITY terminates this Agreement:
 - (1) CONTRACTOR shall, not later than five days after such notice of termination, deliver to CITY copies of all information prepared pursuant to this Agreement.
 - (2) CITY shall pay CONTRACTOR the reasonable value of Services rendered by CONTRACTOR prior to termination; provided, however, CITY shall not in any manner be liable for lost profits that might have been made by CONTRACTOR had the Agreement not been terminated or had CONTRACTOR completed the Services required by this Agreement. In this regard, CONTRACTOR shall furnish to CITY such financial information as in the judgment of the CITY is necessary for CITY to determine the reasonable value of the Services rendered by CONTRACTOR. The foregoing is cumulative and does not affect any right or remedy that CITY may have in law or equity.

10. Indemnity.

- A. Indemnity: CONTRACTOR shall defend, hold harmless and indemnify CITY, its officers and employees, and each and every one of them, from and against any and all actions, damages, costs, liabilities, claims, demands, losses, judgments, penalties, costs and expenses of every type

and description, including, but not limited to, any fees and/or costs reasonably incurred by CITY's staff attorneys or outside attorneys and any fees and expenses incurred in enforcing this provision (hereafter collectively referred to as "Liabilities"), including but not limited to Liabilities arising from personal injury or death, damage to personal, real or intellectual property or the environment, contractual or other economic damages, or regulatory penalties, arising out of or in any way connected with performance of or failure to perform this Agreement by CONTRACTOR, any subcontractor or agent, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, whether or not (i) such Liabilities are caused in part by a party indemnified hereunder or (ii) such Liabilities are litigated, settled or reduced to judgment; provided that the foregoing indemnity does not apply to liability for any damage or expense for death or bodily injury to persons or damage to property to the extent arising from the sole negligence or willful misconduct of CITY, its agents, servants, or independent contractors who are directly responsible to CITY, except when such agents, servants, or independent contractors are under the direct supervision and control of CONTRACTOR.

- B. Insurance Policies; Intellectual Property Claims: The existence or acceptance by CITY of any of the insurance policies or coverages described in this Agreement shall not affect or limit any of CITY's rights under this Section 10, nor shall the limits of such insurance limit the liability of CONTRACTOR hereunder. This Section 10 shall not apply to any intellectual property claims, actions, lawsuits or other proceedings subject to the provisions of Section 7.B., above. The provisions of this Section 10 shall survive any expiration or termination of this Agreement.

11. Insurance Requirements. During the entire term of this Agreement, CONTRACTOR shall maintain the insurance coverage described in this Section 11.

Full compensation for all premiums that CONTRACTOR is required to pay for the insurance coverage described herein shall be included in the compensation specified for the Services provided by CONTRACTOR under this Agreement. No additional compensation will be provided for CONTRACTOR's insurance premiums.

It is understood and agreed by the CONTRACTOR that its liability to the CITY shall not in any way be limited to or affected by the amount of insurance coverage required or carried by the CONTRACTOR in connection with this Agreement.

A. Minimum Scope & Limits of Insurance Coverage

- (1) Commercial General Liability Insurance, providing coverage at least as broad as ISO CGL Form 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars (\$1,000,000) per occurrence. The policy shall provide contractual liability and products and completed operations coverage for the term of the policy.
- (2) Automobile Liability Insurance providing coverage at least as broad as ISO Form CA 00 01 on an occurrence basis for bodily injury, including death, of one or more persons, property damage and personal injury, with limits of not less than one million dollars

(\$1,000,000) per occurrence. The policy shall provide coverage for owned, non-owned and/or hired autos as appropriate to the operations of the CONTRACTOR.

No automobile liability insurance shall be required if CONTRACTOR completes the following certification:

"I certify that a motor vehicle will not be used in the performance of any work or services under this agreement." _____ (CONTRACTOR initials)

- (3) Workers' Compensation Insurance with statutory limits, and Employers' Liability Insurance with limits of not less than one million dollars (\$1,000,000). The Worker's Compensation policy shall include a waiver of subrogation for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

_____ Workers' Compensation waiver of subrogation in favor of the City is required for all work performed by the CONTRACTOR.

No Workers' Compensation insurance shall be required if CONTRACTOR completes the following certification:

"I certify that my business has no employees, and that I do not employ anyone. I am exempt from the legal requirements to provide Workers' Compensation insurance." _____ (CONTRACTOR initials)

B. Additional Insured Coverage

- (1) Commercial General Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects general liability arising out of activities performed by or on behalf of CONTRACTOR, products and completed operations of CONTRACTOR, and premises owned, leased or used by CONTRACTOR. The general liability additional insured endorsement must be signed by an authorized representative of the insurance carrier for contracts involving construction or maintenance, or if required by the CITY by selecting the option below:

Additional insured endorsement must be signed by an authorized representative of the insurance carrier.

If the policy includes a blanket additional insured endorsement or contractual additional insured coverage, the above signature requirement may be fulfilled by submitting that document with a signed declaration page referencing the blanket endorsement or policy form.

- (2) Automobile Liability Insurance: The CITY, its officials, employees and volunteers shall be covered by policy terms or endorsement as additional insureds as respects auto liability.

C. Other Insurance Provisions

The policies are to contain, or be endorsed to contain, the following provisions:

- (1) CONTRACTOR's insurance coverage shall be primary insurance as respects CITY, its officials, employees and volunteers. Any insurance or self-insurance maintained by CITY, its officials, employees or volunteers shall be in excess of CONTRACTOR's insurance and shall not contribute with it.
- (2) Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CITY, its officials, employees or volunteers.
- (3) Coverage shall state that CONTRACTOR's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) CITY will be provided with thirty (30) days written notice of cancellation or material change in the policy language or terms.

D. Acceptability of Insurance

Insurance shall be placed with insurers with a Bests' rating of not less than A:V. Self-insured retentions, policy terms or other variations that do not comply with the requirements of this Section 11 must be declared to and approved by the CITY Risk Management Division in writing prior to execution of this Agreement.

E. Verification of Coverage

- (1) CONTRACTOR shall furnish CITY with certificates and required endorsements evidencing the insurance required. The certificates and endorsements shall be forwarded to the CITY representative named in Exhibit A. Copies of policies shall be delivered to the CITY on demand. Certificates of insurance shall be signed by an authorized representative of the insurance carrier.
- (2) The CITY may withdraw its offer of contract or cancel this Agreement if the certificates of insurance and endorsements required have not been provided prior to execution of this Agreement. The CITY may withhold payments to CONTRACTOR and/or cancel the Agreement if the insurance is canceled or CONTRACTOR otherwise ceases to be insured as required herein.

F. Subcontractors

CONTRACTOR shall require and verify that all subcontractors maintain insurance coverage that meets the minimum scope and limits of insurance coverage specified in subsection A, above.

12. **Equal Employment Opportunity.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:

- A. Compliance With Regulations: CONTRACTOR shall comply with the Executive Order 11246 entitled "Equal Opportunity in Federal Employment", as amended by Executive Order 11375 and 12086, and as supplemented in Department of Labor regulations (41 CFR Chapter 60), hereinafter collectively referred to as the "Regulations".
- B. Nondiscrimination: CONTRACTOR, with regards to the work performed by it after award and prior to completion of the work pursuant to this Agreement, shall not discriminate on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation in selection and retention of subcontractors, including procurement of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in discrimination prohibited by the Regulations.
- C. Solicitations for Subcontractors, Including Procurement of Materials and Equipment: In all solicitations either by competitive bidding or negotiations made by CONTRACTOR for work to be performed under any subcontract, including all procurement of materials or equipment, each potential subcontractor or supplier shall be notified by CONTRACTOR of CONTRACTOR's obligation under this Agreement and the Regulations relative to nondiscrimination on the ground of race, color, religion, sex, national origin, age, marital status, physical handicap or sexual orientation.
- D. Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or by any orders or instructions issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the CITY to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the CITY, and shall set forth what efforts it has made to obtain the information.
- E. Sanctions for Noncompliance: In the event of noncompliance by CONTRACTOR with the nondiscrimination provisions of this Agreement, the CITY shall impose such sanctions as it may determine to be appropriate including, but not limited to:
- (1) Withholding of payments to CONTRACTOR under this Agreement until CONTRACTOR complies;
 - (2) Cancellation, termination, or suspension of the Agreement, in whole or in part.
- F. Incorporation of Provisions: CONTRACTOR shall include the provisions of subsections A through E, above, in every subcontract, including procurement of materials and leases of equipment, unless exempted by the Regulations, or by any order or instructions issued pursuant thereto. CONTRACTOR shall take such action with respect to any subcontract or procurement as the CITY may direct as a means of enforcing such provisions including sanctions for noncompliance; provided, however, that in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, CONTRACTOR may request CITY to enter such litigation to protect the interests of CITY.

13. **Entire Agreement.** This document, including all Exhibits, contains the entire agreement between the parties and supersedes whatever oral or written understanding they may have had prior to the execution of this Agreement. No alteration to the terms of this Agreement shall be valid unless approved in writing by CONTRACTOR, and by CITY, in accordance with applicable provisions of the Sacramento City Code.
14. **Severability.** If any portion of this Agreement or the application thereof to any person or circumstance shall be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
15. **Waiver.** Neither CITY acceptance of, or payment for, any Service or Additional Service performed by CONTRACTOR, nor any waiver by either party of any default, breach or condition precedent, shall be construed as a waiver of any provision of this Agreement, nor as a waiver of any other default, breach or condition precedent or any other right hereunder.
16. **Enforcement of Agreement.** This Agreement shall be governed, construed and enforced in accordance with the laws of the State of California. Venue of any litigation arising out of or connected with this Agreement shall lie exclusively in the state trial court or Federal District Court located in Sacramento County in the State of California, and the parties consent to jurisdiction over their persons and over the subject matter of any such litigation in such courts, and consent to service of process issued by such courts.
17. **Assignment Prohibited.** The expertise and experience of CONTRACTOR are material considerations for this Agreement. CITY has a strong interest in the qualifications and capability of the persons and entities that will fulfill the obligations imposed on CONTRACTOR under this Agreement. In recognition of this interest, CONTRACTOR shall not assign any right or obligation pursuant to this Agreement without the written consent of the CITY. Any attempted or purported assignment without CITY's written consent shall be void and of no effect.
18. **Binding Effect.** This Agreement shall be binding on the heirs, executors, administrators, successors and assigns of the parties, subject to the provisions of Section 17, above.
19. **Use Tax Requirements.** During the performance of this Agreement, CONTRACTOR, for itself, its assignees and successors in interest, agrees as follows:
 - A. Use Tax Direct Payment Permit: For all leases and purchases of materials, equipment, supplies, or other tangible personal property used to perform the Contract or Agreement and shipped from outside California, the Contractor and any subcontractors leasing or purchasing such materials, equipment, supplies or other tangible personal property shall obtain a Use Tax Direct Payment Permit from the California State Board of Equalization ("SBE") in accordance with the applicable SBE criteria and requirements.
 - B. Sellers Permit: For any construction contract and any construction subcontract in the amount of \$5,000,000 or more, Contractor and the subcontractor(s) shall obtain sellers permits from the SBE and shall register the jobsite as the place of business for the purpose of allocating local sales

and use tax to the City. Contractor and its subcontractors shall remit the self-accrued use tax to the SBE, and shall provide a copy of each remittance to the City.

- C. The above provisions shall apply in all instances unless prohibited by the funding source for the Contract or Agreement.

EXHIBIT E

LIVING WAGE REQUIREMENTS (Nonprofessional Service Agreement)

The Living Wage Ordinance

The City of Sacramento's Living Wage Ordinance (the "LWO") is codified as Chapter 3.58 of the Sacramento City Code. The LWO requires certain firms that enter into agreements or contracts (all subsequent references to a "contract" or "contracts" will refer to both contracts and agreements) to provide certain services to or for the CITY, to pay a specified minimum level of compensation to their employees for time spent performing any work on the CITY contract. The LWO also applies to certain subcontractors.

The LWO applies to contracts entered into, amended, or renewed or extended at the CITY's discretion, on or after March 1, 2004 (the "LWO Effective Date").

Contracts and Contractors Covered by the LWO

Determining whether the LWO applies to a specific CITY contract, contractor or subcontractor, depends on whether the contract, contractor and/or subcontractor meet the criteria specified in the LWO for contract type, contract amount, contractor size (# of employees), subcontract amount and subcontractor size (# of employees). These criteria are summarized below.

Contract Type

The LWO applies only to contracts for Nonprofessional Services. Under the LWO, this includes contracts for any services of a nonprofessional character, including but not limited to tree trimming services, repair services for motor vehicles and office equipment, vehicle towing, and security services.

The LWO does not apply to: (1) Incidental services, such as delivery, installation or maintenance, that are provided under contracts for the purchase or lease of equipment, supplies, or other personal property; (2) contracts that are subject to CITY, state, or federal prevailing-wage requirements; (3) contracts for professional services (including but not limited to services rendered by engineers, architects, auditors, banks, consultants, actuaries and attorneys); and (4) contracts with nonprofit corporations that are organized under section 501 of the Internal Revenue Code and have fewer than 100 employees, whether full or part time.

Contract Amount

The LWO applies to contracts entered into or amended after the LWO Effective Date that provide compensation from the CITY of \$100,000 or more. In addition, the LWO applies to a contract entered into or amended after the LWO Effective Date that, by itself, does not reach this amount, if the aggregate value of that contract and of any other Nonprofessional Services contracts covered by the LWO that the CITY has awarded to the same person or firm within the previous 12 months, is \$100,000 or more. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE WHETHER THIS AGGREGATE VALUE IS \$100,000 OR MORE, AND TO NOTIFY THE CITY IN WRITING WHENEVER THIS IS THE CASE.

Contractor Size

The LWO only applies to a contractor that has at least 25 employees, working either full or part time. The number of employees that a contractor has is determined by adding the contractor's employees and the employees of any other person or entity deemed to be a "Related Person" under the LWO.^a

Subcontract Amount

The LWO applies to a subcontractor providing services under a covered contract if the amount of the subcontract is at least 25 % of the contract amount, without regard to the number of employees the subcontractor has.

Subcontractor Size

The LWO also applies to a subcontractor providing services under a covered contract if the subcontractor has at least 25 employees, working either full or part time, whether or not the amount of the subcontract is at least 25 % of the contract amount.

Payment of Living Wage to Covered Employees

If a contractor or subcontractor meets the criteria specified in the LWO for contract type, contract amount, contractor size, subcontract amount and/or subcontractor size, the contractor or subcontractor is deemed to be a "Covered Employer" under the LWO. The LWO requires a Covered Employer to provide specified minimum compensation to its employees who perform work directly related to the CITY contract (these employees are called "Covered Employees" under the LWO), for all hours the Covered Employees perform under the CITY contract.^b

^a The LWO provides that a person or entity is a Related Person when any of the following circumstances exists:

- (1) The person or entity and the contractor are both corporations, and (i) share a majority of members of their governing boards, or (ii) have two or more officers in common, or (iii) are controlled by the same majority shareholder or shareholders (control means more than 50% of the corporation's voting power), or (iv) are in a parent-subsidiary relationship (such a relationship exists when one corporation directly or indirectly owns shares possessing more than 50% of another corporation's voting power); or
- (2) The person or entity otherwise controls and directs, or is controlled and directed by, the contractor, as determined by the City Manager.

^b A Covered Employee includes full-time, part-time, contingent, contract and temporary employees, but does not include: (1) individuals who participate in job-training-and-education programs that have, as their express purpose, the provision of basic job skills and education to participants, with the goal of earning a high-school-equivalency diploma and permanent employment; (2) student interns; (3) individuals participating in specialized-training programs; and (4) an employee whose term and conditions of employment are governed by a bona fide collective-bargaining agreement containing an express waiver of the LWO.

The minimum compensation required is as follows:

- (1) If health benefits are provided to Covered Employees and the Covered Employer's contribution for the benefits is at least \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$10.00 an hour or \$9.00 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

- (2) If health benefits are not provided to Covered Employees or if health benefits are provided but the Covered Employer's contribution for the benefits is less than \$1.50 for each hour, then the rates are as follows:
 - (a) During 2007, the greater of \$11.50 an hour or \$10.50 adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1, 2004, through December 31, 2006.
 - (b) For each year after 2007, the rate shall be based on the rate from the immediately preceding year adjusted by the increase in the Consumer Price Index for All Urban Consumers, San Francisco/Oakland/San Jose area (1982--1984=100) from January 1 through December 31 of the immediately preceding year.

Notification to Covered Employees

The LWO requires a Covered Employer to give each existing employee and (at the time of hire) each new employee a copy of the following written notification:

This company may enter into a contract to perform services for the City of Sacramento. If you work on such a contract, then you are entitled to be paid a living wage for each hour so worked. For more information, see Chapter 3.58 of the Sacramento City Code, which can be viewed at www.cityofsacramento.org.

The LWO requires the above notification to be provided in each language spoken by 10% or more of the Covered Employer's workforce.

The LWO also requires a Covered Employer to inform all employees of their possible right to the federal Earned Income Credit (EIC), and to make available to those employees any forms required to secure advance EIC payments from the Covered Employer.

Subcontractor Compliance

A contractor is responsible for requiring all of its subcontractors who are covered by these requirements to comply with the provisions of the LWO, by including these requirements in all subcontracts covered by the LWO.

Other Provisions of the LWO

Use of Funds Paid Under CITY Contracts

Under the LWO, Covered Employers may not directly use CITY funds to persuade Covered Employees to support or oppose unionization, and Covered Employers may not directly use CITY funds to schedule or hold meetings related to union representation during the Covered Employees' working hours. These restrictions do not apply to expenditures made during good-faith collective bargaining or to expenditures required under bona fide collective-bargaining agreements.

No Reduction in Non-Wage Benefits

Under the LWO, Covered Employers may not fund any wage increases required by the LWO, nor shall Covered Employers otherwise respond to the enactment of the LWO, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of their employees.

No Retaliation

The LWO prohibits a Covered Employer from taking any adverse action against a Covered Employee because the Covered Employee does any of the following: (1) exercises or asserts his or her rights under the LWO; (2) informs or assists other Covered Employees concerning their rights and the Covered Employer's obligations under the LWO; (3) complains about the Covered Employer's failure to comply with the LWO; or (4) seeks to enforce the LWO.

No Reduction in Collective-Bargaining Wage Rates

The LWO does not require or authorize any Covered Employer to reduce wages set by a collective-bargaining agreement or required under any prevailing-wage law.

Violations and Monitoring

The LWO provides that any violation of the LWO by a CITY contractor constitutes a material breach of the contract, and authorizes the CITY to terminate the contract and pursue all available legal and equitable remedies. In order to monitor compliance, the LWO authorizes the CITY to require Covered Employers to verify their compliance with the LWO by submitting certified payroll records to the CITY, and to take such other steps as may be necessary for the CITY to determine whether the requirements of the LWO have been satisfied.

The LWO also includes provisions authorizing an employee or interested person to file a judicial action against a contractor or subcontractor for violation of the LWO.

Declaration of Compliance

To assure compliance with the LWO, any person or entity entering into a contract to provide Nonprofessional Services to or for the CITY, on or after March 1, 2004, is required to provide the CITY with a signed Declaration of Compliance in the form required by the CITY, prior to the CITY's execution of the contract. The Declaration of

Compliance shall be signed by a duly authorized representative of the person or entity entering into the contract, and, when accepted by the CITY, shall constitute part of the contract.

Additional Information

- For a complete description of the LWO's provisions, refer to the LWO codified at Sacramento City Code Chapter 3.58. The Sacramento City Code is available on the internet at www.cityofsacramento.org.
- For more information on the LWO requirements and the CITY's LWO program, contact Procurement Services at 916-808-6240.

EXHIBIT F

REQUIREMENTS OF THE NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

INTRODUCTION

The Sacramento Non-Discrimination In Employee Benefits Code (the "Ordinance"), codified as Sacramento City Code Chapter 3.54, prohibits City contractors from discriminating in the provision of employee benefits between employees with spouses and employees with domestic partners, and between the spouses and domestic partners of employees.

APPLICATION

The provisions of the Ordinance apply to any contract or agreement (as defined below), between a Contractor and the City of Sacramento, in an amount exceeding \$100,000.00. The Ordinance applies to that portion of a contractor's operations that occur: (i) within the City of Sacramento; (ii) on real property outside the City of Sacramento if the property is owned by the City or if the City has a right to occupy the property; or (iii) at any location where a significant amount of work related to a City contract is being performed.

The Ordinance does not apply: to subcontractors or subcontracts of any Contractor or contractors; to transactions entered into pursuant to cooperative purchasing agreements approved by the Sacramento City Council; to legal contracts of other governmental jurisdictions or public agencies without separate competitive bidding by the City; where the requirements of the ordinance will violate or are inconsistent with the terms or conditions of a grant, subvention or agreement with a public agency or the instructions of an authorized representative of any such agency with respect to any such grant, subvention or agreement; to permits for excavation or street construction; or to agreements for the use of City right-of-way where a contracting utility has the power of eminent domain.

DEFINITIONS

As set forth in the Ordinance, the following definitions apply:

"Contract" means an agreement for public works or improvements to be performed, or for goods or services to be purchased or grants to be provided, at the expense of the City or to be paid out of moneys deposited in the treasury or out of the trust money under the control or collected by the City. "Contract" also means a written agreement for the exclusive use ("exclusive use" means the right to use or occupy real property to the exclusion of others, other than the right reserved by the fee owner) or occupancy of real property for a term exceeding 29 days in any calendar year, whether by singular or cumulative instrument, (i) for the operation or use by others of real property owned or controlled by the City for the operation of a business, social, or other establishment or organization, including leases, concessions, franchises and easements, or (ii) for the City's use or occupancy of real property owned by others, including leases, concessions, franchises and easements.

"Contract" shall not include: a revocable at-will use or encroachment permit for the use of or encroachment on City property regardless of the ultimate duration of such permit; excavation, street construction or street use permits; agreements for the use of City right-of-way where a contracting utility has the power of eminent domain; or agreements governing the use of City property that constitute a public forum for activities that are primarily for the purpose of espousing or advocating causes or ideas and that are generally protected by the First Amendment to the United States Constitution or that are primarily recreational in nature.

“Contractor” means any person or persons, firm, partnership, corporation, company, or combination thereof, that enters into a Contract with the City. “Contractor” does not include a public entity.

“Domestic Partner” means any person who has a currently registered domestic partnership with a governmental entity pursuant to state or local law authorizing the registration.

“Employee Benefits” means bereavement leave; disability, life, and other types of insurance; family medical leave; health benefits; membership or membership discounts; moving expenses; pension and retirement benefits; vacation; travel benefits; and any other benefit given to employees. “Employee benefits” shall not include benefits to the extent that the application of the requirements of this chapter to such benefits may be preempted by federal or state.

CONTRACTOR’S OBLIGATION TO PROVIDE THE CITY WITH DOCUMENTATION AND INFORMATION

Contractor shall provide the City with documentation and information verifying its compliance with the requirements of the Ordinance within ten (10) days of receipt of a request from the City. Contractors shall keep accurate payroll records, showing, for each City Contract, the employee’s name, address, Social Security number, work classification, straight time pay rate, overtime pay rate, overtime hours worked, status and exemptions, and benefits for each day and pay period that the employee works on the City Contract. Each request for payroll records shall be accompanied by an affidavit to be completed and returned by the Contractor, as stated, attesting that the information contained in the payroll records is true and correct, and that the Contractor has complied with the requirements of the Ordinance. A violation of the Ordinance or noncompliance with the requirements of the Ordinance shall constitute a breach of contract.

EMPLOYER COMPLIANCE CERTIFICATE AND NOTICE REQUIREMENTS

(a) All contractors seeking a Contract subject to the Ordinance shall submit a completed Declaration of Compliance Form, signed by an authorized representative, with each proposal, bid or application. The Declaration of Compliance shall be made a part of the executed contract, and will be made available for public inspection and copying during regular business hours.

(b) The Contractor shall give each existing employee working directing on a City contract, and (at the time of hire), each new employee, a copy of the notification provided as Attachment “A.”

(c) Contractor shall post, in a place visible to all employees, a copy of the notice provided as Attachment “B.”

Attachment A



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

On January 8, 2013 (date), your employer (the "Employer") entered into a contract with the City of Sacramento (the "City") for Armored Car Services (contract details), and as a condition of that contract, agreed to abide by the requirements of the City's Non-Discrimination In Employee Benefits Code (Sacramento City Code Section 3.54).

The Ordinance does not require the Employer to provide employee benefits. The Ordinance does require that if certain employee benefits are provided by the Employer, that those benefits be provided without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouse or domestic partner of employees.

The Ordinance covers any employee working on the specific contract referenced above, but only for the period of time while those employees are actually working on this specific contract.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

(Employee Benefits does not include benefits that may be preempted by federal or state law.)

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, or in the application of these employee benefits, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of the Ordinance, and after having exhausted all remedies with your employer,

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1

Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the Employer and obtain the following remedies:
 - Reinstatement, injunctive relief, compensatory damages and punitive damages
 - Reasonable attorney's fees and costs

Attachment B



YOUR RIGHTS UNDER THE CITY OF SACRAMENTO'S NON-DISCRIMINATION IN EMPLOYEE BENEFITS CODE

If your employer provides employee benefits, they must be provided to those employees working on a City of Sacramento contract without discriminating between employees with spouses and employees with domestic partners.

The included employee benefits are:

- Bereavement leave
- Disability, life and other types of insurance
- Family medical leave
- Health benefits
- Membership or membership discounts
- Moving expenses
- Pension and retirement benefits
- Vacation
- Travel benefits
- Any other benefits given to employees

If you feel you have been discriminated against by your employer . . .

You May . . .

- Submit a written complaint to the City of Sacramento, Contract Services Unit, containing the details of the alleged violation. The address is:

City of Sacramento
Procurement Services Division
5730 24th Street, Bldg. 1
Sacramento, CA 95822

- Bring an action in the appropriate division of the Superior Court of the State of California against the employer and obtain reinstatement, injunctive relief, compensatory damages, punitive damages and reasonable attorney's fees and costs.

Discrimination and Retaliation Prohibited.

If you feel you have been discriminated or retaliated against by your employer in the terms and conditions of your application for employment, or in your employment, because of your status as an applicant or as an employee protected by the Ordinance, or because you reported a violation of this Ordinance . . .

You May Also . . .

Submit a written complaint to the City of Sacramento, Contract Services Unit, at the same address, containing the details of the alleged violation.

DECLARATION OF COMPLIANCE
Living Wage Ordinance

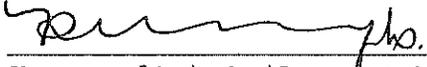
Name of Contractor: Garda Cash Logistics

Address: 1475 Overland Court, West Sacramento, CA 95691

The above-named contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Living Wage Requirements (the "Requirements") attached hereto as Exhibit E.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Living Wage Ordinance codified at Chapter 3.58 of the Sacramento City Code (the "Ordinance"). If required by the Ordinance, Contractor will pay not less than the minimum compensation specified in the Ordinance to Contractor's employees, for all time spent performing any work under this Contract.
3. If the amount of this Contract is less than \$100,000, as a condition of receiving this Contract, Contractor will notify the City of Sacramento ("City") in writing if the aggregate value of this Contract and of any other Nonprofessional Services contract(s) covered by the Ordinance that the City has awarded to Contractor within the previous 12 months, is \$100,000 or more.
4. Contractor acknowledges and agrees that the Requirements, the Ordinance and this Declaration shall constitute part of this Contract, and that these provisions shall govern in the event of any conflict with any other provisions of the Contract.
5. Contractor further acknowledges and agrees that any violation of the Requirements or the Ordinance constitutes a material breach of this Contract, and that, if such a breach occurs, the City will be authorized to terminate the Contract, and pursue all available legal and equitable remedies.
6. If requested by the City, Contractor will promptly submit certified payroll records to the City, for itself and/or for Contractor's subcontractor(s), as requested by the City, and Contractor will take any other steps as may be required by the City to determine whether Contractor's subcontractor(s) or Contractor have complied with the Requirements and the Ordinance.
7. Contractor will require all of its subcontractors who are covered by these requirements to comply with the Requirements and any additional requirements that may be specified in the Ordinance, and Contractor will include these requirements in all subcontracts covered by the Ordinance.
8. Contractor agrees to defend, indemnify and hold harmless the City, its officers and employees against any claims, actions, damages, costs (including reasonable attorney fees) or other liabilities of any kind arising from any violation of the Requirements or the Ordinance by Contractor or by any subcontractor retained to perform work or provide services under this Contract.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.

_____

Date: 12/20/2012

Signature of Authorized Representative

Print name: RENATA D'ANGELO

Title: MANAGER - CONTRACTS ADMINISTRATION

**DECLARATION OF COMPLIANCE
Equal Benefits Ordinance**

Name of Contractor: Garda Cash Management

Address: 1475 Overland Court, West Sacramento, CA 95691

The above-named Contractor ("Contractor") hereby declares and agrees as follows:

1. Contractor has read and understands the Requirements of the Non-Discrimination In Employee Benefits Code (the "Requirements") attached hereto as Exhibit F.
2. As a condition of receiving this Contract, Contractor agrees to fully comply with the Requirements, as well as any additional requirements that may be specified in the City of Sacramento's Non-Discrimination In Employee Benefits Code codified at Chapter 3.54 of the Sacramento City Code (the "Ordinance").
3. Contractor understands, to the extent that such benefits are not preempted or prohibited by federal or state law, employee benefits covered by the Ordinance are any of the following:
 - a. Bereavement Leave
 - b. Disability, life, and other types of insurance
 - c. Family medical leave
 - d. Health benefits
 - e. Membership or membership discounts
 - f. Moving expenses
 - g. Pension and retirement benefits
 - h. Vacation
 - i. Travel benefits
 - j. Any other benefit offered to employees

Contractor agrees that if Contractor offers any of the above-listed employee benefits, Contractor will offer those benefits, without discrimination between employees with spouses and employees with domestic partners, and without discrimination between the spouses and domestic partners of such employees.

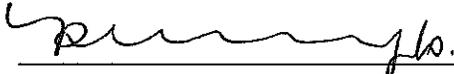
4. Contractor understands that Contractor will not be considered to be discriminating in the provision or application of employee benefits under the following conditions or circumstances:
 - a. If the actual cost of providing a benefit to a domestic partner or spouse exceeds the cost of providing the same benefit to a spouse or domestic partner of an employee, Contractor will not be required to provide the benefit, nor shall it be deemed discriminatory, if Contractor requires the employee to pay the monetary difference in order to provide the benefit to the domestic partner or to the spouse.

- b. If Contractor is unable to provide a certain benefit, despite taking reasonable measures to do so, if Contractor provides the employee with a cash equivalent Contractor will not be deemed to be discriminating in the application of that benefit.
 - c. If Contractor provides employee benefits neither to employee's spouses nor to employee's domestic partners.
 - d. If Contractor provides employee benefits to employees on a basis unrelated to marital or domestic partner status.
 - e. If Contractor submits written evidence of making reasonable efforts to end discrimination in employee benefits by implementing policies that will be enacted before the first effective date after the first open enrollment process following the date this Contract is executed by the City of Sacramento ("City"). Contractor understands that any delay in the implementation of such policies may not exceed one (1) year from the date this Contract is executed by the City, and applies only to those employee benefits for which an open enrollment process is applicable.
 - f. Until administrative steps can be taken to incorporate nondiscrimination in employee benefits. The time allotted for these administrative steps will apply only to those employee benefits for which administrative steps are necessary and may not exceed three (3) months from the date this Contract is executed by the City.
 - g. Until the expiration of a current collective bargaining agreement(s) if employee benefits are governed by such collective bargaining agreement(s).
 - h. Contractor takes all reasonable measures to end discrimination in employee benefits by either requesting that the union(s) involved agree to reopen the agreement(s) in order for Contractor to take whatever steps are necessary to end discrimination in employee benefits or by ending discrimination in employee benefits without reopening the collective bargaining agreement(s).
 - i. In the event Contractor cannot end discrimination in employee benefits despite taking all reasonable measures to do so, Contractor provides a cash equivalent to eligible employees for whom employee benefits, are not available. Unless otherwise authorized in writing by the City Manager, Contractor understands this cash equivalent must begin at the time the union(s) refuse to allow the collective bargaining agreement(s) to be reopened or not longer than three (3) months after the date this Contract is executed by the City.
5. Contractor understands that failure to comply with the provisions of Section 4(a) through 4(i), above, will subject Contractor to possible suspension and/or termination of this Contract for cause; repayment of any or all of the Contract amount disbursed by the City; debarment for future contracts until all penalties and restitution have been paid in full and/or for up to two (2) years; and/or the imposition of a penalty, payable to the City, in the sum of \$50.00 for each employee, for each calendar day during which the employee was discriminated against in violation of the provisions of the Ordinance.
6. Contractor understands and agrees to provide notice to each current employee and, within ten (10) days of hire, to each new employee, of their rights under the Ordinance. Contractor further agrees to maintain a copy of each such letter provided, in an appropriate file for inspection by authorized

representatives of the City. Contractor also agrees to prominently display a poster informing each employee of these rights.

7. Contractor understands that Contractor has the right to request a waiver of, or exemption from, the provisions of the Ordinance by submitting a written request to the City's Procurement Services Division prior to Contract award, which request shall identify the provision(s) of the Ordinance authorizing such waiver or exemption and the factual basis for such waiver or exemption. The City shall determine in its sole discretion whether to approve any such request.
8. Contractor agrees to defend, indemnify and hold harmless, the City, its officers and employees, against any claims, actions, damages, costs (including reasonable attorney fees), or other liabilities of any kind arising from any violation of the Requirements or of the Ordinance by Contractor.

The undersigned declares under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that he or she is authorized to bind the Contractor to the provisions of this Declaration.



Signature of Authorized Representative

12/20/2012

Date

RENATA DIANGELO

Print Name

MANAGER - CONTRACTS ADMINISTRATION

Title



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
01/03/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Central, Inc. Chicago IL Office 200 East Randolph Chicago IL 60601 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (847) 953-5390		
	E-MAIL ADDRESS:		
INSURED Garda CL West Inc. and all its present and future subsidiaries 700 South Federal Highway Suite 300 Boca Raton FL 33432 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: Granite State Insurance Company		23809
	INSURER C: New Hampshire Ins Co		23841
	INSURER D: Insurance Company of the State of PA		19429
	INSURER E:		
INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** 570048765192 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY			02LX0228528962	06/15/2012	06/15/2013	EACH OCCURRENCE	\$3,000,000
X	COMMERCIAL GENERAL LIABILITY			US General Liability			DAMAGE TO RENTED PREMISES (Ea occurrence)	\$100,000
	CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR			SIR applies per policy terms & conditions			MED EXP (Any one person)	\$5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	\$3,000,000
X	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>						GENERAL AGGREGATE	\$3,000,000
							PRODUCTS - COMP/OP AGG	Excluded
A	AUTOMOBILE LIABILITY			CA 4982823	06/15/2012	06/15/2013	COMBINED SINGLE LIMIT (Ea accident)	\$2,000,000
X	ANY AUTO			AOS	06/15/2012	06/15/2013	BODILY INJURY (Per person)	
	ALL OWNED AUTOS			CA 4982824	06/15/2012	06/15/2013	BODILY INJURY (Per accident)	
	HIRED AUTOS			MA	06/15/2012	06/15/2013	PROPERTY DAMAGE (Per accident)	
				CA 4982825				
				VA				
	UMBRELLA LIAB						EACH OCCURRENCE	
	EXCESS LIAB						AGGREGATE	
	DED							
	RETENTION							
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC033464673	06/15/2012	06/15/2013	X WC STATU-TORY LIMITS	
	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	AOS	06/15/2012	06/15/2013	E.L. EACH ACCIDENT	\$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below			WC033464674			E.L. DISEASE-EA EMPLOYEE	\$1,000,000
				CA			E.L. DISEASE-POLICY LIMIT	\$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Retroactive Date: May 31, 2005 (CGL) Aon Reed Stenhouse Inc., 700, rue De La Gauchetière Ouest, bureau 1800, Montreal, Quebec, Canada H3B 0A4 is the Producer on the Global GL Policy 66458084. Marie Dessaulles, C.d'A.Ass. FPAA is the Authorized Representative for the Global GL Policy 66458084. City of Sacramento is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability policy.

CERTIFICATE HOLDER	CANCELLATION
City of Sacramento 915 "I" Street, Suite 116 Sacramento CA 95814 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE





ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Garda CL West Inc.	
POLICY NUMBER See Certificate Number: 570048765192		EFFECTIVE DATE:	
CARRIER See Certificate Number: 570048765192	NAIC CODE		

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	WORKERS COMPENSATION						
C		N/A		WC033464675 FL	06/15/2012	06/15/2013	
C		N/A		WC033464677 ND OH, WA, WI, WY	06/15/2012	06/15/2013	
D		N/A		WC033464676 MA	06/15/2012	06/15/2013	



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Central, Inc.		NAMED INSURED Garda CL West Inc.	
POLICY NUMBER See Certificate Number: 570048765192			
CARRIER See Certificate Number: 570048765192	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Global Liability Policy Details

Policy issued by Chartis Insurance Company of Canada
 Policy No. 66458084
 Effective: 6/15/2012 to 6/15/2013

Coverage is on a Claims-Made Basis.
 Retro date is May 31, 2005.

Limits:
 Each Occurrence, Wrongful Act or offense Limit : \$3,000,000
 Damage to Premises Rented to You Limit: \$3,000,000
 Aggregate Limit: \$3,000,000

Self Insured Retention: \$1,000,000 each claim

Includes Professional Liability

Includes Products/Completed Operations Hazard