

Solicitation BOE 09-052

Armored Car Services

State of California

Bid BOE 09-052

Armored Car Services

Bid Number	BOE 09-052
Bid Title	Armored Car Services
Bid Start Date	Apr 20, 2009 10:34:32 AM PDT
Bid End Date	May 17, 2009 4:00:00 PM PDT
Question & Answer End Date	May 8, 2009 8:30:00 PM PDT
Bid Contact	<p>Linda Ferguson Contract Analyst, Contract Unit, ABMA 916-445-3814 Linda.Ferguson@boe.ca.gov</p>
Standard Disclaimer	<p>The State of California advises that prospective bidders periodically check the websites, including but not limited to Bidsync, and/or other state department links for modifications to bid documents. The State of California is not responsible for a prospective bidder's misunderstanding of the bid solicitation or nonresponsive bid due to failure to check these websites for updates or amendments to bid documents, and/or other information regarding the bid solicitations. Failure to periodically check these websites will be at the bidder's sole risk.</p> <p>The information published and/or responded to on these websites is public information. Confidential questions/issues/concerns should be directed to the contact on the ad.</p>
Description	<p>Contractor shall provide daily armored car pickup service for eight (8) Board of Equalization offices located throughout the state of California. For details see attached bid package.</p>



STATE OF CALIFORNIA

STATE BOARD OF EQUALIZATION

450 N STREET, SACRAMENTO, CALIFORNIA
PO BOX 942879, SACRAMENTO, CALIFORNIA 94279-0024
916-445-3814 • FAX 916-322-3184
www.boe.ca.gov

BETTY T. YEE
First District, San Francisco

BILL LEONARD
Second District, Ontario/Sacramento

MICHELLE STEEL
Third District, Rolling Hills Estates

JUDY CHU, Ph.D.
Fourth District, Los Angeles

JOHN CHIANG
State Controller

Executive Director

INVITATION FOR BID

NOTICE TO PROSPECTIVE BIDDERS April 17, 2009

You are invited to review and respond to this Invitation for Bid (IFB), entitled "**Armored Car Service**" IFB BOE #09-052(LF). In submitting your bid, you must comply with these instructions.

Note that all agreements entered into with the State of California will include by reference, General Terms and Conditions (GTC 307) and Contractor Certification Clauses that may be viewed and downloaded at Internet site www.ols.dgs.ca.gov/Standard+Language. If you do not have Internet access, a hard copy can be provided by contacting the person listed below.

In the opinion of the Board of Equalization (Board), this IFB is complete and without need of explanation. However, if you have questions, or should you need any clarifying information, the contact person for this IFB is:

Linda Ferguson
Board of Equalization
Contract Unit
(916) 445-3814

Please note that no *verbal* information given will be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Linda Ferguson
Contract Analyst

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A) Purpose and Description of Services

Contractor shall provide daily armored car pickup service for various Board of Equalization offices throughout the state of California.

See Section F, Sample Standard Agreement (STD 213), 1) Exhibit A, Scope of Work, for a complete description of services and locations.

B) Bidder Minimum Qualifications

Contractor must have a minimum of three (3) years experience performing same or similar services within the last five (5) years. Contractor's experience must have been performed as an established business, under their current business name, not as a subcontractor for, or employee of another established business.

C) Bid Requirements and Information**1) Key Action Dates**

<u>Event</u>	<u>Date</u>
IFB Available to Prospective Bidders	April 17, 2009
Final Date to Submit Questions	May 8, 2009
Responses to All Submitted Questions Issued	May 18, 2009
Final Date to Submit Bids (by 4:00 p.m.)	May 25 2009
Bid Opening at 9:00 a.m.	May 28, 2009
Notification of Intent to Award to Successful Bidder	June 5, 2009
Proposed Start Date of Agreement	July 1, 2009

2) Submission of Bid

- a) All bids must be submitted under sealed cover and received by the Board by dates and times shown in Section C, Bid Requirements and Information, Item 1) Key Action Dates (page 3). The sealed cover must be plainly marked with the IFB number and title, must show your firm name and address and must be marked with "DO NOT OPEN", as shown in the following example:

IFB BOE #09-052(LF)
Armored Car Service
Board of Equalization

DO NOT OPEN

Bids not submitted under sealed cover may be rejected.

2) Submission of Bid (continued)

- b) All bids shall include the documents identified in Section E, Required Attachments, and Attachment I, Required Attachments Checklist (see page 8). Bids not including the proper "required attachments" may be deemed non-responsive. A non-responsive bid is one that does not meet the basic bid requirements.
- c) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- d) Mail or deliver bids to the following address:

U.S. Postal Service Deliveries

Board of Equalization
Contract Unit
450 N Street, MIC: 24
Sacramento, CA 95814

Courier/Hand Deliveries

Board of Equalization
Contract Unit
450 N Street, Reception Desk
Sacramento, CA 95814

- e) Bids must be submitted for performance of all the services of the locations described herein. Any deviation from the work specifications will not be considered and will cause for a bid to be rejected.
- f) A bid may be rejected if conditional or incomplete, or if it contains any alterations of form or other irregularities of any kind. The State may reject any or all bids and may waive an immaterial deviation in a bid. The State's waiver of an immaterial defect shall in no way modify the IFB document or excuse the bidder from full compliance with all requirements if awarded the Agreement.
- g) Costs for developing bids and in anticipation of award of the Agreement are entirely the responsibility of the bidder and shall not be charged to the State of California.
- h) An individual who is authorized to bind the bidding firm contractually shall sign Attachment 2, Bid/Bidder Certification Sheet (see page 9). The signature should indicate the title or position that the individual holds in the firm. An unsigned bid may be rejected.
- i) A bidder may modify a bid after its submission by withdrawing its original bid and resubmitting a new bid prior to the bid submission deadline. Bidder modifications offered in any other manner, oral or written, will not be considered.
- j) A bidder may withdraw its bid by submitting a written withdrawal request to the State, signed by the bidder or an authorized agent. A bidder may thereafter submit a new bid prior to such bid submission deadline. Bids may not be withdrawn without cause subsequent to bid submission deadline.
- k) The Board may modify the IFB prior to the date fixed for submission of bids by the issuance of an addendum to all parties, who received a bid package.
- l) The Board reserves the right to reject all bids. The Board is not required to award an Agreement.

2) Submission of Bid (continued)

- m) Before submitting a response to this solicitation, bidders should review, correct all errors and confirm compliance with the IFB requirements.
- n) Where applicable, bidder should carefully examine work sites and specifications. Bidder shall investigate conditions, character, quality of surface or subsurface materials or obstacles that might be encountered. No additions or increases to the Agreement amount will be made due to a lack of careful examination of work sites and specifications.
- o) The State does not accept alternate contract language from a prospective contractor. A bid with such language will be considered a counter proposal and will be rejected. The State's General Terms and Conditions (GTC) are not negotiable.
- p) No oral understanding or agreement shall be binding on either party.

3) Evaluation and Selection

- a) At the time of bid opening, each bid will be checked for the presence or absence of required information in conformance with the submission requirements of this IFB.
- b) The State will evaluate each bid to determine its responsiveness to the published requirements.
- c) Bids which contain false or misleading statements, or which provide references which do not support an attribute or condition claimed by the bidder, may be rejected.
- d) In the event of a tie between two (2) or more bidders when determining the lowest bid for a location, the Contractor shall be selected by drawing names. The drawing shall be held in the Board's Sacramento Headquarters' office. The selection of the Contractor shall be at the sole discretion of the Board.
- f) Awarding of contract will be based on the lowest cost.

4) Award and Protest

- a) Whenever an Agreement is awarded under a procedure which provides for competitive bidding, but the Agreement is not to be awarded to the low bidder, the low bidder shall be notified by facsimile transmission, overnight courier, Internet transmission or personal delivery five (5) working days prior to the award of the Agreement.
- b) Upon written request by any bidder, notice of the proposed award shall be posted in a public place in the Board's Sacramento Headquarters' office at least five (5) working days prior to awarding of the Agreement.
- c) If any bidder, prior to award of Agreement, files a protest with the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605 and the Board on the grounds that the (protesting) bidder is the lowest responsible bidder, the Agreement shall not be awarded until either the protest has been withdrawn or the Department of General Services has decided the matter.

4) Award and Protest (continued)

- d) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and the Board a detailed written statement specifying the grounds for the protest. The written protest must be sent to the Department of General Services, Office of Legal Services, 707 Third Street, 7th Floor, Suite 7-330, West Sacramento, CA 95605. A copy of the detailed written statement must be mailed to the Board of Equalization, Contract Unit, P. O. Box 942879, MIC: 24, Sacramento, CA 94279-0024. It is suggested that you submit any protest by certified or registered mail.

5) Required Forms

- a) Upon award of the Agreement, Contractor must sign and return to the Board at least two (2) original copies of the finalized Standard Agreement, Std 213 (see Section F, Sample Standard Agreement [STD 213]).
- b) Upon award of the Agreement, Contractor must complete and submit to the Board the Payee Data Record (STD 204), to determine if the Contractor is subject to State income tax withholding pursuant to California Revenue and Taxation Code Section 18662 and 26131. This form can be found on the Internet at <http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf>. No payment shall be made unless a completed STD 204 has been returned to the Board.
- c) Upon award of the Agreement, Contractor must sign and submit to the Board page one (1) of the Contractor Certification Clauses (CCC) which can be found on the Internet at <http://www.documents.dgs.ca.gov/ols/CCC-307.doc>.

6) Disposition of Bids

- a) Upon bid opening, all documents submitted in response to this IFB will become the property of the State, and will be regarded as public records under the California Public Records Act (Government Code Section 6250 et seq.) and subject to review by the public.
- b) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

7) Agreement Execution and Performance

- a) Service shall start not later than the express date set by the Board and the Contractor, after all approvals have been obtained and Agreement is fully executed. Should the Contractor fail to commence work at the agreed upon time, the Board, upon five (5) business days written notice to the Contractor, reserves the right to terminate the Agreement. In addition, the Contractor shall be liable to the State for the difference between Contractor's bid price and the actual cost of performing work by the second low bidder or by another Contractor.
- b) All performance under the Agreement shall be completed on or before the termination date of the Agreement.

D) Preference Programs**1) Small Business Preference**

For details, see the Internet website <http://www.pd.dgs.ca.gov/smbus/sbpref.htm>.

2) Non-Small Business Subcontractor Preference

A five percent (5%) bid preference is available to a non-small business claiming twenty-five percent (25%) California certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the bid response must include a list of the small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the net bid price with one or more California certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837 (d)(4).

The required list of California certified small business subcontractors must be attached to the bid response and must include the following: 1) subcontractor name, 2) address, 3) phone number, 4) a description of the work to be performed and/or products supplied, 5) and the dollar amount or percentage of the net bid price (as specified in the IFB) per subcontractor.

Bidders claiming the five percent (5%) preference must commit to subcontract at least twenty-five (25%) of the net bid price with one or more California certified small businesses. Completed certification applications and required support documents must be submitted to the Office of Small Business and DVBE Certification (OSDC) no later than 5:00 p.m. on the bid due date, and the OSDC must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDC at (916) 375-4940.

3) DVBE Participation

DVBE participation is not required in this agreement.

E) Required Attachments**1) Required Attachments Checklist**

See Attachment 1, Required Attachments Checklist.

ATTACHMENT 1**REQUIRED ATTACHMENTS CHECKLIST**

For your bid to be responsive, all required attachments identified below, if applicable, must be returned. Complete this checklist to confirm the items in your bid by placing a check mark or "X" next to each item that you are submitting to the State.

<u>Attachment</u>	<u>Attachment Name/Description</u>
_____	Attachment 1 Required Attachments Checklist
_____	Attachment 2 Bid/Bidder Certification Sheet
_____	Attachment 3 Cost Sheet
_____	Attachment 4 Bidder References
_____	Attachment 5 Non-Small Business Subcontractor Preference (if applicable)

ATTACHMENT 2**BID/BIDDER CERTIFICATION SHEET**

This Bid/Bidder Certification Sheet must be signed and returned along with all the "required attachments" as an entire package with original signatures. The bid must be transmitted in a sealed envelope in accordance with IFB instructions.

Do not return Section C, Bid Requirements and Information, or Section F, Sample Standard Agreement (STD 213), at the end of this IFB.

- A. Our all-inclusive bid is submitted as detailed in Attachment 3, Cost Sheet.
- B. All required attachments are included with this certification sheet.
- C. Your signature affixed hereon and dated certifies compliance with all the requirements of this bid document. The signature below authorizes the verification of this certification.

>>> An Unsigned Bid/Bidder Certification May Be Cause For Rejection <<<

1. Company Name	2. Telephone Number ()	2a. Fax Number ()
3. Address		
Indicate your organization type:		
4. <input type="checkbox"/> Sole Proprietorship	5. <input type="checkbox"/> Partnership	6. <input type="checkbox"/> Corporation
Indicate the applicable employee and/or corporation number:		
7. Federal Employee ID No. (FEIN)	8. California Corporation No.	
9. Indicate applicable license and/or certification information:		
10. Bidder's Name (Print)		11. Title
12. Signature		13. Date
14. Are you certified with the Department of General Services, Office of Small Business and DVBE Certification (OSDC)		
a. California Small Business		b. Disabled Veteran Business Enterprise
Yes <input type="checkbox"/>	No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, enter certification number:		If yes, enter your service code below:
NOTE: A copy of your certification is required to be included if either of the above items is checked "Yes". Date application was submitted to OSDC, if an application is pending: _____		

Completion Instruction for Bid/Bidder Certification Sheet

Complete the numbered items on the
Bid/Bidder Certification Sheet by following the instructions below

Item Numbers	Instructions
1, 2, 2a, 3	Must be completed and are self-explanatory.
4	Check if your firm is a sole proprietorship. A sole proprietorship is a form of business in which one person owns all the assets of the business in contrast to a partnership and corporation. The sole proprietor is solely liable for all the debts of the business.
5	Check if your firm is a partnership. A partnership is a voluntary agreement between two or more competent persons to place their money, effects, labor, and skill, or some or all of them in lawful commerce or business, with the understanding that there shall be a proportional sharing of the profits and losses between them. An association of two or more persons to carry on, as co-owners, a business for profit.
6	Check if your firm is a corporation. A corporation is an artificial person or legal entity created by or under the authority of the laws of a state or nation, composed, in some rare instances, of a single person and his successors, being the incumbents of a particular office, but ordinarily consisting of an association of numerous individuals.
7	Enter your federal employee tax identification number.
8	Enter your corporation number assigned by the California Secretary of State's Office. This information is used for checking if a corporation is in good standing and qualified to conduct business in California.
9	Complete, if applicable, by indicating the type of license and/or certification that your firm possesses and that is required for the type of services being procured.
10, 11, 12, 13,	Must be completed. These items are self-explanatory.
14	If certified as a California Small Business, place a check in the "Yes" box and enter your certification number on the line. If certified as a Disabled Veteran's Business Enterprise, place a check in the "Yes" box and enter your service code on the line. If you are not certified as one or both, place a check in the "No" box. If your certification is pending, enter the date your application was submitted to OSDC.

ATTACHMENT 3**Page 1 of 2****COST SHEET****Service:**

Daily armored car pickup service for the Board of Equalization's offices as described herein.

Bid Amount:

Please provide the monthly and annual costs for each year of service per office you wish to provide service to. The total bid amount will be determined by the total annual costs for two (2) years of service. The costs shall include all costs necessary to provide the service.

The Board shall not pay for any special fees, waiting times, materials, supplies, consumables, including but not limited to fuel & lubricants, and repairs including labor, parts and materials used in connection with the services provided, unless otherwise specified in the Agreement. The Contractor shall include all costs, including unforeseen costs associated with providing the service in the Contractor's monthly rate.

	Office Location	Monthly rate	Year One (A)	Year Two (B)	Total (A+B)
1	El Centro Satellite Office 1550 West Main Street El Centro, CA 92243-2879	Year One Year Two			
2	Fresno Branch Office 8050 N. Palm Avenue, Ste. 205 Fresno, CA 93711	Year One Year Two			
3	Oakland District Office 1515 Clay Street, Ste. 303 Oakland, CA 94612-1432	Year One Year Two			
4	Redding Branch Office 2881 Churn Creek Road, Ste. B Redding, CA 96002	Year One Year Two			
5	Sacramento District Office 3321 Power Inn Road, Ste. 210 Sacramento, CA 95826-3889	Year One Year Two			
6	San Francisco District Office 121 Spear Street, Ste. 460 San Francisco, CA 94105-1584	Year One Year Two			
7	Suisun Branch Office 333 Sunset Avenue, Ste. 330 Suisun City, CA 94585-2003	Year One Year Two			
8	West Covina District Office 1521 West Cameron Ave., Ste. 300 /west Covina, CA 91790-2738	Year One Year Two			

If any space is left blank, it will be considered no bid for that location. It is the Board's preference to issue one contract inclusive of all locations, but more than one contract may be issued for these services.

ATTACHMENT 3**Page 2 of 2****COST SHEET (continued)****Billing Cycle:**

Please indicate your preferred billing cycle. **(Note: All services performed are paid in arrears according to billing cycle indicated below.)**

 Monthly Quarterly Semi-Annually Annually

ATTACHMENT 4**BIDDER REFERENCES**

Submission of this attachment is mandatory. Failure to complete and return this attachment with your bid will cause your bid to be rejected and deemed non-responsive.

Contractor must have a minimum of three (3) years experience performing same or similar services within the last five (5) years. Contractor's experience must have been performed as an established business, under their current business name, not as a subcontractor for or employee of another established business. Please list at least three (3) business references meeting the experience requirement stated above.

If the Contractor fails to meet the above experience requirement, the bid may be considered non-responsive. Additionally, if a negative response is received from a reference, the bid may be rejected.

REFERENCE 1

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Date of Service	Value or Cost of Service		

Brief Description of Service Provided

REFERENCE 2

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Date of Service	Value or Cost of Service		

Brief Description of Service Provided

REFERENCE 3

Name of Firm

Street Address	City	State	Zip Code
Contact Person	Telephone Number ()		
Date of Service	Value or Cost of Service		

Brief Description of Service Provided

ATTACHMENT 5**NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE**

Documentation of Non-Small Business Subcontractor Preference Requirements

To claim the non-small business subcontractor preference, you must list the California certified small business(es) with which you commit to subcontract in an amount of at least twenty-five percent (25%) of the total net bid price (as specified in Attachment 3, Cost Sheet). Each listed small business must perform a "commercially useful function" in the performance of the contract as defined in Government Code Section 14837(d)(4).

Please complete the following information for each small business you have committed to subcontract with on this bid.

Small Business Company Name		
Small Business Contact Name	Telephone Number ()	Fax Number ()
Street Address, City, State and Zip Code		
Small Business Certification Number	E-mail (if available)	
Provide a description of the work to be performed and/or products supplied:		
Estimated dollar amount or percentage of the total net bid price		
Small Business Company Name		
Small Business Contact Name	Telephone Number ()	Fax Number ()
Street Address, City, State and Zip Code		
Small Business Certification Number	E-mail (if available)	
Provide a description of the work to be performed and/or products supplied:		
Estimated dollar amount or percentage of the total net bid price		

Section F

Sample Standard Agreement (STD 213)

STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (Rev 06/03)

AGREEMENT NUMBER
09-052
REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

State Board of Equalization

CONTRACTOR'S NAME

2. The term of this Agreement is: July 1, 2009 through June 30, 2011

3. The maximum amount \$ of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work 3 pages

Exhibit B – Budget Detail and Payment Provisions 2 pages

Exhibit C* - General Terms and Conditions GTC 307

Exhibit D – Special Terms and Conditions 2 pages

Exhibit E – Additional Provisions 2 pages

Items shown with an Asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto. These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language*

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature)	DATE SIGNED (Do not type)	Exempt per
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
STATE OF CALIFORNIA		
AGENCY NAME		
State Board of Equalization		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
Roberta Hinchman, Contract Manager		
ADDRESS		
450 N Street, MIC: 24; Sacramento, CA 95814		

EXHIBIT A
Page 1 of 4

SCOPE OF WORK

1. Contractor agrees to provide to the Board of Equalization (Board) daily armored car pickup service as described herein.
2. The services shall be performed at these locations with the associated Project Coordinators during the term of this agreement:
- 3.

	Office Location	Board Project Coordinator	Contractor Project Coordinator
1	El Centro Satellite Office 1550 West Main Street El Centro, CA 92243-2879	Poli Limon Phone: (760)352-3432 Fax(760)352-8149 llimon@boe.ca.gov	
2	Fresno Branch Office 8050 N. Palm Avenue, Ste. 205 Fresno, CA 93711	Cheryl Simpson Phone: (559)446-6903 Fax: (559) 440-5492 Cheryl.Simpson@boe.ca.gov	
3	Oakland District Office 1515 Clay Street, Ste. 303 Oakland, CA 94612-1432	Richard Murphy Phone: (510)622-4165 Fax: (510) 622-4175 Richard.Murphy@boe.ca.gov	
4	Redding Branch Office 2881 Churn Creek Road, Ste. B Redding, CA 96002	Ken Pfeiffer Phone: 530-224-4780 Fax: 224-4891 Ken.Pfeiffer@boe.ca.gov	
5	Sacramento District Office 3321 Power Inn Road, Ste. 210 Sacramento, CA 95826-3889	Camilla Wilson Phone: 916- 227-6743 Fax: 916-227-6746 Camilla.Wilson@boe.ca.gov	
6	San Francisco District Office 121 Spear Street, Ste. 460 San Francisco, CA 94105-1584	May Lau Phone: 415-356-6113 Fax: 415-356-6111 May.Lau@boe.ca.gov	
7	Suisun Branch Office 333 Sunset Avenue, Ste. 330 Suisun City, CA 94585-2003	Ray Sanguinetti Phone: (707) 428-2182 Fax: (707) 576-2367 James.Goan@boe.ca.gov	
8	West Covina District Office 1521 West Cameron Ave., Ste. 300 /west Covina, CA 91790-2738	Hiram Fernandez Phone: (626) 480-7207 Fax: (626)480-7260 Hiram.Fernandez@boe.ca.gov	

The project coordinators may be changed without formal amendment to this agreement. The District Administrator or Branch Office Manager shall provide email notification to Contractor with the new project coordinator's name and contact information, including phone, fax and telephone numbers.

EXHIBIT A
Page 2 of 4**SCOPE OF WORK (continued)**

Direct all Agreement inquiries to:

Board of Equalization

Contract Unit

Address: 450 N Street, MIC: 24
Sacramento, CA 95814

Phone: (916) 322-2107

Fax: (916) 322-3184

Contractor's Name

Name:

Address:

Phone:

Fax:

E-mail:

4. Service shall include daily armored car pickup service at the times, and to the locations, described in the following "Service Table" excluding Saturdays, Sundays and State holidays.
5. In the event Contractor, despite its best efforts and due to unforeseen circumstances not within its control, is unable to provide pickup service within the specified two hour time frame, Contractor shall promptly notify the project coordinator for the office location and the Parties shall arrange an alternative pickup time that is mutually agreed upon.
6. The Parties acknowledge that time is of the essence and the State of California receives interest on funds for the day of Contractor's pickup service solely if the State's funds are delivered and deposited to the Delivery Bank Location by 6 p.m.
7. Contractor shall provide same business day delivery before 6 p.m. to the delivery bank locations specified below.
8. In the event that Contractor, despite its best efforts and due to unforeseen circumstances not within its control, was unable to provide same business day (before 6:00 p.m.) delivery service to delivery bank location, Contractor shall provide notification of that fact to the project coordinator for the office location no later than 12 noon, the following business day and indicate why it was not possible to provide the same business day delivery service of the funds to the delivery bank location.

SERVICE TABLE

	Office Location	Pick-up Time	Delivery Bank Location
1	El Centro Satellite Office 1550 West Main Street El Centro, CA 92243-2879	9:00 a.m. – 11:00 a.m.	Bank of America Central Cash Vault Fresno, CA
2	Fresno Branch Office 8050 N. Palm Avenue, Ste. 205 Fresno, CA 93711	12:00 p.m. – 2:00 p.m.	Bank of America Central Cash Vault San Diego, CA

EXHIBIT A
Page 3 of 4

SCOPE OF WORK (continued)

SERVICE TABLE (continued)

	Office Location	Pick-up Time	Delivery Bank Location
3	Oakland District Office 1515 Clay Street, Ste. 303 Oakland, CA 94612-1432	8:00 a.m. – 10:00 a.m.	Bank of America Central Cash Vault # 3089 San Francisco, CA
4	Redding Branch Office 2881 Churn Creek Road, Ste. B Redding, CA 96002	8:30 a.m.-10:30 a.m.	Bank of America Central Cash #1563 Redding, CA
5	Sacramento District Office 3321 Power Inn Road, Ste. 210 Sacramento, CA 95826-3889	8:30 a.m. – 10:30 a.m.	Bank of America Sacramento Special Vault West Sacramento, CA
6	San Francisco District Office 121 Spear Street, Ste. 460 San Francisco, CA 94105-1584	9:30 a.m. – 11:30 a.m.	Bank of America Cash Vault San Francisco, CA
7	Suisun Branch Office 333 Sunset Avenue, Ste. 330 Suisun City, CA 94585-2003	10:00 a.m. – 12:00 p.m.	Bank of America Cash Vault West Sacramento, CA
8	West Covina District Office 1521 West Cameron Ave., Ste. 300 /west Covina, CA 91790-2738	1:00 p.m. – 3:00 p.m.	Bank of America Cash Vault Los Angeles, CA

9. a. Contractor shall provide to the Board all items needed to accomplish the services such as logs, seals and sealing device tags, at no additional cost, with the exception of those items listed in Exhibit A, Scope of Work, 5.b.
- b. Contractor will not be required to provide to the Board any special items that the bank requires to accomplish the service, such as plastic deposit bags and receipt books.
- c. The Board shall not pay for any special fees, materials, supplies, consumables, including but not limited to fuel & lubricants, and repairs including labor, parts and materials used in connection with the services provided unless otherwise specified herein.

10. Security Process:

- a. Contractor agrees to provide to the Board a written detailed description of its security process for picking up the Board's deposits and for identifying their courier staff. The security process shall be mutually agreed upon between the Contractor and the Board.

EXHIBIT A
Page 4 of 4**SCOPE OF WORK (continued)**

- b. If the Contractor would like to make change(s) to the security process during the term of the Agreement,, the Contractor must notify the Board and secure the Board's prior written approval to the change(s) before implementing the new security process.
- c. Contractor agrees to wait at least three (3) but no more than five (5) minutes for any pick up.

11. This Agreement may be amended to add locations at rates comparable to those of existing locations, and/or to delete locations upon mutual written consent.

EXHIBIT B
Page 1 of 2**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. **RATES:** The Board shall not pay for any special fees, waiting times, materials, supplies, consumables, including but not limited to fuel & lubricants, and repairs including labor, parts and materials used in connection with the services provided, unless otherwise specified in this Agreement. The Contractor shall include all costs including unforeseen costs associated with providing the service in the Contractor's monthly rate.

	Office Location	Monthly rate 7/1/09 6/30/10	Monthly rate 7/1/10 6/30/11
1	El Centro Satellite Office 1550 West Main Street El Centro, CA 92243-2879		
2	Fresno Branch Office 8050 N. Palm Avenue, Ste. 205 Fresno, CA 93711		
3	Oakland District Office 1515 Clay Street, Ste. 303 Oakland, CA 94612-1432		
4	Redding Branch Office 2881 Churn Creek Road, Ste. B Redding, CA 96002		
5	Sacramento District Office 3321 Power Inn Road, Ste. 210 Sacramento, CA 95826-3889		
6	San Francisco District Office 121 Spear Street, Ste. 460 San Francisco, CA 94105-1584		
7	Suisun Branch Office 333 Sunset Avenue, Ste. 330 Suisun City, CA 94585-2003		
8	West Covina District Office 1521 West Cameron Ave., Ste. 300 West Covina, CA 91790-2738		

Charges for fractions of a calendar month shall be computed at the rate of one-thirtieth (1/30) of the applicable monthly charges for each day service is provided.

EXHIBIT B
Page 2 of 2**BUDGET DETAIL AND PAYMENT PROVISIONS**

2. **INVOICING AND PAYMENT:** For services satisfactorily rendered and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein.

Invoices shall include the Agreement Number and be submitted in duplicate not more frequently than monthly in arrears to:

Board of Equalization
Accounting Section
450 N Street, MIC: 23
P. O. Box 942879
Sacramento, CA 94279-0023

3. **BUDGET CONTINGENCY CLAUSE:** It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

4. **PROMPT PAYMENT CLAUSE:** Payment will be made in accordance with and within the time specified in Government Code, Chapter 4.5 (commencing with Section 927).

EXHIBIT D
Page 1 of 2**SPECIAL TERMS AND CONDITIONS**

1. **EXCISE TAX:** The State of California is exempt from Federal Excise Taxes, and no payment will be made for any personal property taxes levied on the Contractor or on any taxes levied on employee wages. The State shall only pay for any State or local sales or use taxes on the services rendered or equipment supplied to the State pursuant to this Agreement.
2. **SETTLEMENT OF DISPUTES:** In the event of a dispute, Contractor shall file a "Notice of Dispute" with the Chief, Administrative Support Division, of the Board in Sacramento within ten (10) days of discovery of the problem. Within ten (10) days of receipt of the Notice, the Chief, Administrative Support Division, or designee, shall meet with the Contractor and Contract Manager for purposes of resolving the dispute. The decision of the Chief, Administrative Support Division, shall be final.

In the event of a dispute, the language contained within this Agreement shall prevail over any other language including that of the solicitation package.

3. **POTENTIAL SUBCONTRACTORS:** Nothing contained in this Agreement or otherwise shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
4. **CONFIDENTIALITY OF DATA:** All financial, statistical, personal, technical and other data and information relating to the State's operations, which is designated confidential by the State and made available to the Contractor in order to carry out this Agreement, or which becomes available to the Contractor in carrying out this Agreement, shall be protected by the Contractor from unauthorized use and disclosure through the observance of the same or more effective procedural requirements as are applicable to the State. The identification of all such confidential data and information as well as the State's procedural requirements for protection of such data and information from unauthorized use and disclosure shall be provided in writing to the Contractor by the State. The Contractor shall not, however, be required to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of this Agreement, or is rightfully obtained from third parties.

EXHIBIT D
Page 2 of 2**SPECIAL TERMS AND CONDITIONS (continued)**

5. **RIGHT TO TERMINATE**: This Agreement is subject to cancellation by the State (in whole or part) upon thirty (30) days written notice. The State may cancel this Agreement without the 30-day written notice if, in its opinion the State finds cause for immediate termination. The State shall also be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
6. **FORCE MAJEURE**: Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of God such as earthquakes, floods, and other natural disasters such that performance is impossible.
7. **COMPUTER SOFTWARE COPYRIGHT LAWS**: Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

EXHIBIT E
Page 1 of 2**ADDITIONAL PROVISIONS**

1. Contractor shall not be liable for non-performance or delays caused by strikes, riots, acts of God or other means beyond the Contractor's control. Nor shall the Contractor be liable for loss due to war, nuclear reaction and related causes. Contractor shall be liable for the safety of all property once received in the Contractor's possession.
2. Upon request, Contractor shall furnish to the Board evidence of insurance as follows:
3. **BACKGROUND CHECK AND FINGERPRINTING OF CONTRACTOR PERSONNEL:**
The Board reserves the right to investigate the personal history of all contractor personnel who might have access to Board's facilities, data systems or confidential materials. The Board may require such contractors, subcontractors, or independent contractors and their employees to complete a personal history questionnaire and be fingerprinted. Fingerprints will be sent to the California Department of Justice for information regarding prior criminal history. If a contractor, subcontractor, or independent contractor currently performs a personal history investigation on its employees, the Board may, at its discretion, accept that information in lieu of doing its own investigation.

4.

a. **Commercial General Liability**

Contractor shall furnish to the State a certificate of insurance stating that there is liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.

The certificate of insurance will include provisions 1) and 2) in their entirety:

- 1) That the insurer will not cancel the insured's coverage without thirty (30) days prior written notice to the State.
- 2) That the State of California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this contract are concerned.

b. **Automobile Liability**

Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000.00 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

c. **Theft or Loss**

Contractor shall maintain insurance against theft or loss with limits of not less than \$750,000.00.

EXHIBIT E
Page 2 of 2**ADDITIONAL PROVISIONS (continued)****d. General Requirements**

Contractor agrees that the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least thirty (30) days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of the Department of General Services, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Board will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

Contractor is required to ensure that all subcontractors also have general liability and auto liability coverages meeting these same guidelines.

Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.

Question and Answers for Bid #BOE 09-052 - Armored Car Services

OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: May 8, 2009 8:30:00 PM PDT