



Department of Alcohol and Drug Program

## INVITATION FOR BID ADP IFB #09-01

### NOTICE TO PROSPECTIVE BIDDERS October 22, 2009

You are invited to review and respond to this Invitation for Bid (IFB), entitled "**Armored Car Service**" ADP IFB #09-01. In submitting your bid, you must comply with the instructions herein.

This contract is for a daily armored car service pickup at one location, Monday through Friday, excluding State Holidays and mandated days off due to present and future Executive Orders (this currently includes the first three (3) Fridays of every month until 6/30/2010), 12 PM – 5 PM. The duration of the contract is for eighteen (18) months.

**Note:** 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](http://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.

The contact person for this IFB is:

**Gregory Martinez**  
**Department of Alcohol and Drug Programs**  
**Contract Unit**  
**(916) 327-8628**  
**[gmartinez@adp.ca.gov](mailto:gmartinez@adp.ca.gov)**

Please note that any *verbal* information given will not be binding upon the State unless such information is issued in writing as an official addendum.

Sincerely,

Gregory Martinez  
Contract Analyst

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**1. Purpose and Description of Services**

- A Contractor shall provide daily armored car pickup service for the Department of Alcohol and Drug Programs (ADP) at their location of 1700 K Street, 5th Floor; Sacramento, CA, 95811.
- B See Section 7, Sample Standard Agreement (STD 213), Exhibit A, Scope of Work, for a complete description of services and locations.

**2. 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. Contractor must be bonded.

**3. Bid Requirements and Information**

**A Estimated Time Schedule**

<b><u>Event</u></b>	<b><u>Date</u></b>
IFB Available to Prospective Bidders	October 22, 2009
Final Date to Submit Questions	November 2, 2009
Responses to All Submitted Questions Issued	November 9, 2009
<u>Final Date to Submit Bids (by 4:00 p.m. PST)</u>	November 16, 2009
Notification of Intent to Award to Successful Bidder	November 30, 2009
Award letter to Successful Bidder	December 9, 2009
Period of Performance:	<b>January 1, 2010 through June 30, 2011</b>

**B Submission of Bid**

- 1) All bids must be submitted under sealed cover and received by ADP by dates and times shown in Section 3, Bid Requirements and Information, A, Estimated Time Schedule (page 1). 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:

**APD IFB #09-01  
Armored Car Service  
Department of Alcohol and Drug Programs**

**DO NOT OPEN**

Bids not submitted under sealed cover may be rejected.

**B Submission of Bid (Cont)**

- 1) All bids shall include the documents identified in Section 6, 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.
- 2) All documents requiring a signature must bear an original signature of a person authorized to bind the bidding firm.
- 3) Mail or deliver bids to the following address:

**U.S. Postal Service Deliveries**

Dept of Alcohol and Drug Programs  
Contract Unit, 1<sup>st</sup> Floor  
Attn: Greg Martinez  
1700 K Street  
Sacramento, CA 95811

**Courier/Hand Deliveries**

Dept of Alcohol and Drug Programs  
Contract Unit, 1<sup>st</sup> Floor  
Attn: Greg Martinez  
1700 K Street  
Sacramento, CA 95811

- 4) Bids must be submitted for all the services at the location described herein. Any deviation from the work specifications will not be considered and will cause for a bid to be rejected.
- 5) 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.
- 6) 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.
- 7) 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 will be rejected.
- 8) 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.
- 9) 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.

**B Submission of Bid (Cont)**

- 10) ADP 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.
- 11) ADP reserves the right to reject all bids. ADP is not required to award an Agreement.
- 12) Before submitting a response to this solicitation, bidders should review, correct all errors, and confirm compliance with the IFB requirements.
- 13) 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.
- 14) 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.
- 15) No oral understanding or agreement shall be binding on either party.

**C Evaluation and Selection**

- 1) 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.
- 2) The State will evaluate each bid to determine its responsiveness to the published requirements.
- 3) 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.
- 4) In the event of a tie between two (2) or more bidders the Contractor shall be selected by drawing names. The drawing shall be held in ADP's office. The selection of the Contractor shall be at the sole discretion of ADP.
- 5) Awarding of contract will be based on the lowest cost from a responsible bidder.

## D Award and Protest

- 1) 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.
- 2) Notice of the proposed award shall be posted in a public place in ADP's Sacramento Headquarters' office at least five (5) working days prior to awarding of the Agreement.
- 3) 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 ADP 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) Within five (5) days after filing the initial protest, the protesting bidder shall file with the Department of General Services and ADP a detailed written statement specifying the grounds for the protest. The written protest must be sent to:

**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:

**Department of Alcohol and Drug Programs  
Contract Unit, 1<sup>st</sup> Floor  
1700 K Street  
Sacramento, CA 98511**

It is suggested that you submit any protest by certified or registered mail.

## E Required Forms

- 1) Upon award of the Agreement, Contractor will must sign and return to ADP at least two (2) original copies of the finalized Standard Agreement, Std 213 (see Section 7, Sample Standard Agreement [STD 213]).
- 2) Upon award of the Agreement, Contractor must complete and submit to ADP 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 ADP.

**E Required Forms (cont)**

- 3) Upon award of the Agreement, Contractor must sign and submit to ADP 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>.

**F Disposition of Bids**

- 1) 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.
- 2) Bid packages may be returned only at the bidder's expense, unless such expense is waived by the awarding agency.

**G Agreement Execution and Performance**

- 1) Service shall start not later than the express date set by ADP 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, ADP, 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.
- 2) All performance under the Agreement shall be completed on or before the termination date of the Agreement.

**4. Preference Programs****A Small Business Preference**

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

**B Non-Small Business Subcontractor Preference**

- 1) 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).

- 2) 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.
- 3) 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.

### **C DVBE Participation**

DVBE participation is not required in this agreement.

## **5. Darfur Contracting Act of 2008**

- A Effective January 1, 2009, all Invitations for Bids (IFB) or Requests for Proposals (RFP) for goods or services must address the requirements of the Darfur Contracting Act of 2008 (Act.). (Public Contract Code sections 10475, et seq.; Stats. 2008, ch. 272). The Act was passed by the California Legislature and signed into law by the Governor to preclude State agencies generally from contracting with "scrutinized" companies that do business in the African nation of Sudan (of which the Darfur region is a part), for the reasons described in Public Contract Code section 10475.
- B A scrutinized company is a company doing business in Sudan as defined in Public Contract Code section 10476. Scrutinized companies are ineligible to, and cannot, bid on or submit a proposal for a contract with a State agency for goods or services. Public Contract Code section 10477 (a)).
- C Therefore, Public Contract Code section 10478 (a) requires a company that currently has (or within the previous three years has had) business activities or other operations outside of the United States to certify that it is not a "scrutinized" company when it submits a bid or proposal to a State agency. (See #1 on the Attachment 6).
- D A scrutinized company may still, however, submit a bid or proposal for a contract with a State agency for goods or services if the company first obtains permission from the Department of General Services (DGS) according to the criteria set forth in Public Contract Code section 10477(b). (See #2 on the Attachment 6).
- E Your bid will be disqualified unless your bid includes a copy of Attachment 6 with either paragraph #1 or #2 initialed or paragraph #3 initialed and certified.

**6. Required Attachments**

**A 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 6	Darfur Contracting Act

**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 3, Bid Requirements and Information, or Section 7, 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 Will 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)						
<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border-right: 1px solid black; padding: 5px;">           a. California Small Business             Yes <input type="checkbox"/>      No <input type="checkbox"/> </td> <td style="width: 50%; padding: 5px;">           b. Disabled Veteran Business Enterprise             Yes <input type="checkbox"/>      No <input type="checkbox"/> </td> </tr> <tr> <td style="border-right: 1px solid black; padding: 5px;">           If yes, enter certification number:             _____         </td> <td style="padding: 5px;">           If yes, enter your service code below:             _____         </td> </tr> </table>			a. California Small Business  Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise  Yes <input type="checkbox"/> No <input type="checkbox"/>	If yes, enter certification number:  _____	If yes, enter your service code below:  _____
a. California Small Business  Yes <input type="checkbox"/> No <input type="checkbox"/>	b. Disabled Veteran Business Enterprise  Yes <input type="checkbox"/> No <input type="checkbox"/>					
If yes, enter certification number:  _____	If yes, enter your service code below:  _____					
<b>NOTE:</b> 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 OSD.

**ATTACHMENT 3**

**COST SHEET**

**Service:**

Daily armored car pickup service for the Department of Alcohol and Drug Programs' (ADP) offices as described herein.

**Bid Amount:**

Please provide the monthly and annual costs for each period of service. The total bid amount will be determined by the total costs for eighteen (18) months of service. The costs shall include all costs necessary to provide the service.

ADP 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 for service periods.	Costs for the 1 <sup>st</sup> 6 months (01/01/10 - 06/30/10) (A)	Costs for the Last 12 months (07/01/10 - 06/30/11) (B)	Total Costs for 18 months (A+B)
1	Department of Alcohol and Drug Programs Accounting Office, 5 <sup>th</sup> Floor 1700 K Street Sacramento, CA 95811	1 <sup>st</sup> 6 months (01/01/10 - 06/30/10)  Last 12 months (07/01/10 - 06/30/11)			

**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		

**ATTACHMENT 6**

**DARFUR CONTRACTING ACT**

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

Therefore, to be eligible to submit a bid or proposal, please complete only one of the following three paragraphs (via initials for Paragraph # 1 or Paragraph # 2, or via initials and certification for Paragraph # 3):

1. \_\_\_\_\_ We do not currently have, or we have not had within the previous  
Initials three years, business activities or other operations outside of the  
United States.

**OR**

2. \_\_\_\_\_ We are a scrutinized company as defined in Public Contract Code  
Initials section 10476, but we have received written permission from the  
Department of General Services (DGS) to submit a bid or proposal  
pursuant to Public Contract Code section 10477(b). A copy of the  
written permission from DGS is included with our bid or proposal.

**OR**

3. \_\_\_\_\_ We currently have, or we have had within the previous three years,  
Initials business activities or other operations outside of the United States,  
+ certification but we certify below that we are not a scrutinized company  
below as defined in Public Contract Code section 10476.

**CERTIFICATION For # 3.**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective proposer/bidder to the clause listed above in # 3. This certification is made under the laws of the State of California.

<i>Proposer/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

**7. Sample Standard Agreement**

**STANDARD AGREEMENT**  
 STD 213 (Rev 06/03)

AGREEMENT NUMBER
REGISTRATION NUMBER

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

STATE AGENCY'S NAME Department of Alcohol And Drug Programs
CONTRACTOR'S NAME

2. The term of this Agreement is: January 1, 2010 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	pages
Exhibit B – Budget Detail and Payment Provisions	pages
Exhibit C* – General Terms and Conditions	<u>GTC 307</u>
Exhibit D – Special Terms and Conditions	pages
Exhibit E – Additional Provisions	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](http://www.ols.dgs.ca.gov/Standard+Language)*

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

<b>CONTRACTOR</b>		<b>California Department of General Services Use Only</b>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
<b>STATE OF CALIFORNIA</b>		<input type="checkbox"/> Exempt per:
AGENCY NAME Department of Alcohol and Drug Programs		
BY (Authorized Signature) 	DATE SIGNED(Do not type)	
PRINTED NAME AND TITLE OF PERSON SIGNING Susan L. Lussier, Deputy Director, Division of Administration		
ADDRESS 1700 K Street, Sacramento, CA 95811-4037		

**EXHIBIT A  
SCOPE OF WORK**

1. Contractor agrees to provide to the California Department of Alcohol and Drug Programs (ADP) daily armored car pickup service as described herein.
2. The services shall be performed at this location with the associated Project Coordinator during the term of this agreement:

Office Location	ADP Project Coordinator	Contractor Project Coordinator
Department of Alcohol and Drug Programs Accounting Office, 5 <sup>th</sup> Floor 1700 K Street Sacramento, CA 95811	Scott Hart Phone: (916) 322-0455 Fax: (916) 322-7145 pshart@adp.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.

Direct all Agreement inquiries to:

Name: Scott Hart	Name: Contractor Representative
Title: Accounting Officer	Title:
Division: PSD - Prevention	Section/Unit
Address: Department of Alcohol and Drug Programs Accounting Office, 5 <sup>th</sup> Floor 1700 K Street Sacramento, CA 95811	Address: 0
Phone: (916) 322-0455	Phone:
Fax: (916) 322-7145	Fax:
Email: <a href="mailto:pshart@adp.ca.gov">pshart@adp.ca.gov</a>	Email:

3. Service shall include daily armored car pickup service at the location described in the following "Service Table" excluding Saturdays, Sundays, Furlough Days and State holidays.
4. 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.

**EXHIBIT A  
SCOPE OF WORK**

5. Contractor shall provide same business day delivery before 6 p.m. to the delivery bank location specified below.

**SERVICE TABLE**

Office Location	Delivery Bank Location
Department of Alcohol and Drug Programs Accounting Office, 5 <sup>th</sup> Floor 1700 K Street Sacramento, CA 95811	Bank of America Sacramento Special Vault West Sacramento, CA*

\*Street Address will be disclosed to winning bidder

6. Unavoidable circumstances procedures

In the event that Contractor, despite its best efforts and due to unforeseen circumstances not within its control is:

- A unable to provide pickup service within the specified 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.
- B 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.

7. Supplies

- A Contractor shall provide to ADP all items needed to accomplish the services, with the exception of those items listed in Exhibit A, Scope of Work, 8.B, such as logs, seals and sealing device tags, at no additional cost,.
- B Contractor will not be required to provide to ADP any special items that the bank requires to accomplish the service, such as plastic deposit bags and receipt books.
- C ADP 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.

8. Security Process:

- A Contractor agrees to provide to ADP a written detailed description of its security process for picking up the ADP's deposits and for identifying their courier staff.

**EXHIBIT A**  
**SCOPE OF WORK**

- The security process shall be mutually agreed upon between the Contractor and ADP.
- B If the Contractor would like to make change(s) to the security process during the term of the Agreement, the Contractor must notify ADP and secure ADP'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.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. RATES:

- A ADP 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
Department of Alcohol and Drug Programs Accounting Office, 5 <sup>th</sup> Floor 1700 K Street Sacramento, CA 95811	01/01/10 – 06/30/11

- B 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.

2. INVOICING AND PAYMENT:

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

Department of Alcohol and Drug Programs  
Attn: Scott Hart  
Accounting Section, 5<sup>th</sup> Floor  
1700 K Street  
Sacramento, CA 95811

3. BUDGET CONTINGENCY CLAUSE:

- A 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.

**EXHIBIT B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

B 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**  
**SPECIAL TERMS AND CONDITIONS**

1. AMENDMENTS

This contract may be amended. The amendment must be in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the contract is binding on any of the parties.

2. 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.

3. DISPUTES

If Contractor believes that there is a dispute or grievance between Contractor and ADP arising out of or relating to this contract, Contractor shall first discuss and attempt to resolve the issue informally with ADP's Project Representative. If the issue cannot be resolved at this level, Contractor shall adhere to the following procedures:

- A If the issue cannot be resolved informally with ADP's Project Representative, Contractor shall submit, in writing, a grievance report together with any evidence to ADP's Program Services Division Deputy Director. The grievance report must state the issues in the dispute, the legal authority, or other basis for the Contractor's position and the remedy sought. Within 10 working days of receipt of the written grievance report from the Contractor, the Division Deputy Director shall make a determination on the problem, and shall respond in writing to the Contractor indicating the decision and reasons therefore. Should the Contractor disagree with the Division Deputy Director's decision, Contractor may appeal to the next level, following the procedure in "Disputes", paragraph B, listed below.
- B Contractor must submit a letter of appeal to ADP's Chief Deputy Director explaining why the Deputy Director's decision is unacceptable. The letter must include, as an attachment, copies of the Contractor's original grievance report, evidence originally submitted, and response from ADP's Project Coordinator. Contractor's letter of appeal must be submitted within 10 working days of the receipt of the Program Services Division Deputy Director's written decision. The Chief Deputy Director shall, within 20 working days of receipt of Contractor's letter of appeal, review the issues raised and shall render a written decision to the Contractor. The decision of the Chief Deputy Director shall be final.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

4. RIGHT TO TERMINATE

- A Termination without Cause: ADP reserves the right to terminate this agreement subject to 30 days written notice to the Contractor.
- B Termination for Cause: ADP can terminate this agreement immediately for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on ADP's notification letter to the Contractor.

5. RIGHT TO SUSPEND

- A ADP has the right to suspend performance of this contract to comply with any Executive Order. The initial notification may be a verbal directive issued by either the ADP Contract Representative or the ADP Contracts Manager. Once the Contractor is notified that ADP is suspending the contract, all services and deliverables related to this contract shall cease.
- B Written notification with directions on how the suspension will proceed will be provided within 30 days of the verbal notification. Any resumption of work will be at ADP's discretion. If the contract resumes, any changes to services, deliverables, and/or dates resulting from the contract suspension shall be at ADP's discretion.

6. FORCE MAJEURE

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by the Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule.

7. COMPUTER SOFTWARE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.

**EXHIBIT D**  
**SPECIAL TERMS AND CONDITIONS**

8. 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.

9. 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.

10. ORDER OF PRECEDENCE

In the event that there are any inconsistencies and/or ambiguities between this contract and any incorporated documents, the following order of precedence shall be used to interpret the contract requirements.

- A Applicable state and federal laws;
- B The terms of the Standard Agreement (STD 213) including all exhibits and attachments;
- C Invitation for Bid ADP IFB 09-01 entitled: Armored Car Services and,
- D Contractor's response to the IFB.

**EXHIBIT E**  
**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. BACKGROUND CHECK AND FINGERPRINTING OF CONTRACTOR PERSONNEL

ADP reserves the right to investigate the personal history of all contractor personnel who might have access to ADP's facilities, data systems or confidential materials. ADP 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, ADP may, at its discretion, accept that information in lieu of doing its own investigation.

3. Upon request, Contractor shall furnish to ADP evidence of insurance as follows:

- 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**  
**ADDITIONAL PROVISIONS**

**D** General Requirements

- 1) 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.
- 2) ADP will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.
- 3) Contractor is required to ensure that all subcontractors also have general liability and auto liability coverages meeting these same guidelines.
- 4) Any insurance required to be carried shall be primary, and not excess, to any other Insurance carried by the State.