

Invitation to Bid Armored Car Service

Pima County Community College District ("College" or "District") is seeking bids from qualified firms for Armored Car Services.

Questions pertaining to this Bid must be communicated in writing and be received via email by **September 10, 2009 at 3:00 PM (MST)**. Questions must be sent to the email address below and should include the specified Buyer's name and bid number. Also include a reference to the appropriate page and section number of the bid. Answers to these questions will be posted only on the Pima Community College webpage listed below by **September 15, 2009 at 5:00 PM (MST)**:

Sealed bids due on: **September 24, 2009 at 3:00 PM (MST)**. Sealed bids must be received by this deadline at the following location:

Pima County Community College District
District Finance Office-Purchasing
4905D East Broadway, Room D-113
Tucson, Arizona 85709-1420

Any bid received after the date and time listed above will be returned unopened and will not be considered.

Jan Posz, C.P.M.
DO-Staff-FO-Procur@pima.edu

Copies of the bid, and any related documents are available on the Pima Community College Website:
<http://www.pima.edu/admin/finance/purchasing/rfp.shtml>

Purchasing Director
Pima County Community College District
District Finance Office-Purchasing
4905 East Broadway, Room D-113
Tucson, Arizona 85709-1420

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Section 1 - Introduction

1. General

Pima Community College District (District) invites Bids to provide Armored Car Services. By virtue of their Bid, Vendor agrees to abide by all terms and conditions contained herein.

This Request for Bid states the instructions for submitting bid responses and the procedures and criteria by which a Vendor response may be selected for award. Any and all questions regarding this Request for Bid **must** be directed to the Buyer named herein.

2. Entity Submitting Bid.

The terms "vendor", "proposer", "offerer", "firm", "consultant", "company" or "contractor" used in this bid or any subsequent documents or communications related to this bid are interchangeable and mean the entity submitting a bid and seeking to enter into a contract for the goods and/or services requested in this bid.

3. Description of Pima County Community College District

Pima County Community College District, located in Tucson, Arizona, is one of the ten largest multi-campus, multi-site Community Colleges in the United States. The College is a two-year institution offering both occupational and traditional college courses, and awards many different degrees and certificates. The College's comprehensive curriculum includes credit courses, workforce development programs (Center for Training and Development), adult education special programs (GED), as well as corporate and community based non-credit instruction. Students attend classes at six major campuses including the Community Campus, which itself holds classes at over 70 locations in Southern Arizona. The College employs more than 1,400 regular employees, approximately 1,500 adjunct faculty and 500 part-time personnel. More than 70,000 students attend credit and non-credit classes annually. The population for the Tucson metro area is over 1 million people. The College is accredited by the Commission on Institutions of Higher Education of the North Central Association of Colleges and Schools.

Section 2 - Scope of Work

Any exceptions to the following requirements must be submitted with the Vendor's Bid. Exceptions must be identified by the number to the requirement the exception is pertaining to. Failure to properly identify the exception may result in rejection of the Bid. The award of the Bid will be made to the Vendor that agrees to the most requirements with the lowest cost to the District.

THE FOLLOWING WILL BECOME A PART OF ANY AGREEMENT

1. Armored car service at multiple District locations: - Cashier's Office only (see pricing page)
2. Days of Service (see pricing page)
3. Service includes pick up at one location at each site. Individual sites may require coin /cash delivery and will call ahead when needed.
4. Final destination delivery to Bank of America, 304, Tucson, Arizona

Section 3 – Interpretation of Request for Bid

Should any discrepancies be found in or omissions from the specifications, or doubt as to their meaning, the Vendor shall at once notify the Purchasing Department in writing. The Purchasing Department will send written instructions or addenda as required to all interested parties. Pima College will not be responsible for any oral interpretations.

Section 4 –Issuance of Request for Bid and Questions

The issuing office for this Request for Bid is:

Procurement Department
Pima Community College
4905 E. Broadway Blvd
Tucson, AZ 85709
Attn: Jan Posz
Phone 520/206-4759

A. Informal Communications

From the date of receipt of this Request for Bid by each Vendor until a binding contractual Agreement exists with the Selected Vendor, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to (1) requests from Vendors soliciting information, comments, speculation, etc. from the District departments with the exception of the Purchasing Department, and (2) requests to the Vendor from the department at the District with the exception of the Purchasing Department for information, comments, etc.

B. Formal Communications

From the date of receipt of this Request for Bid by each firm until a binding contractual Agreement exists with the Selected Vendor and all other Vendors have been notified or when the District rejects all bids, all communications between the District and all the Vendors will be formal. Formal communications shall include (if applicable) but not be limited to; (1) pre bid meeting, (2) site visits, (3) addenda, (4) oral presentations.

Any failure to adhere to the provisions set forth in A and B above may result in the rejection of any Vendor's bid or cancellation of this Request for Bid,

Section 5 – Vendor Qualifications

Bids are being solicited from firms which are in the business of providing services and/or goods as listed in the RFB. Bids shall include, at a minimum, the following information.

Contractors must have uniformed, armed drivers and vehicles must be armored cars.

The Vendor shall present evidence that the firm or its officers have been engaged for at least the past two (2) years in providing services and/or goods as listed in the RFB.

Section 6 – Indemnification and Insurance Requirements

1. Indemnification

To the fullest extent permitted by law, the contractor shall defend, indemnify and hold harmless the College, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the contractor, its employees, agents, or any tier of subcontractors in the performance of the contract. The contractor's duty to defend, hold harmless and indemnify the College, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this contract including any employee of the contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the contractor be legally liable. The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The contractor shall hold the District, its officers and employees, harmless from liability of any nature or kind on account of use of any copyrighted or non-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used under this request.

2. Insurance Requirements

The contractor, at contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Arizona with policies and forms satisfactory to the College and possessing a minimum current A.M. Best, Inc. Rating of B++6.

All insurance required herein shall be maintained in full force and effect until all work required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole direction of the College, constitute a material breach of this Contract.

The contractor's insurance shall be primary insurance, and any insurance or self-insurance maintained by the College shall not contribute to it.

Any failure to comply with the claim reporting provisions of the policies or any breach of an insurance policy warranty shall not affect coverage afforded under the policy to protect the College.

All policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the College, its agents, representatives, directors, officers, and employees for any claims arising out of the contractor's work or service.

The insurance policies may provide coverage which contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the College under such policies. The contractor shall be solely responsible for deductible and/or self-insured retention and the College, at its option, may require the contractor to

secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The College reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The College shall not be obligated, however, to review same or to advise the contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve the contractor from, or be deemed a waiver of the College's right to insist on, strict fulfillment of contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation, required by this Contract shall name the College, its agents, representatives, officers, directors, officials, and employees as Additional Insured.

3. Required Coverage:

a. General Liability

The contractor shall maintain and cause any subcontractor to maintain Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence with a \$2,000,000 Products and Completed Operations Aggregate and \$2,000,000 General Aggregate Limit. The policies shall include coverage for bodily injury, broad form property damage, personal injury, products/completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract, which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 000211093 or any replacement thereof. The coverage shall not exclude X, C, U.

Such policies shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision that would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc's, Additional Insured, Form B, CG20101185, and shall include coverage for the contractor's operations and products and completed operations.

b. Workers' Compensation

The contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of the contractor's employees engaged in the performance of the work; and, Employer's Liability insurance of not less than \$2,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

In case any work is subcontracted, the contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the contractor.

c. Certificates of Insurance

Prior to commencing Services under this contract, contractor shall furnish the College with Certificates of Insurance, or formal endorsements as required by the Contract, issued by contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a “claims made” basis, coverage shall extend for two years past completion and acceptance of the contractor’s work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the contract, a renewal certificate must be sent to the College thirty (30) days prior to the expiration date.

All Certificates of Insurance required by this Contract shall be identified with a bid or proposal number and title.

d. Cancellation and Expiration Notice

Insurance evidenced by these certificates shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the College.

e. Armored Car Liability

Contractor shall maintain Armored Car Liability insurance for money, coin, currency and similar valued property in an amount of not less than \$250,000.

Section 7 – Submission of Bids

Bids must be addressed and delivered to the Purchasing Department, Pima Community College, 4905 E Broadway Blvd, Tucson, AZ 85709 on or before the time and date set for closing. Bids must be in a sealed envelope/package marked:

Name of Vendor

RFB Number

Date and Time Bid is Due

No telephone, telegraphic or facsimile bid responses will be considered. Bids received after the time stated herein will remain unopened and returned to the bidder.

Each Vendor responding to this Request for Bid shall submit one (1) original (marked **ORIGINAL**) and one (1) copy of the bid to the issuing office no later than 3:00 P.M. MST **September 24, 2009**. Copies of Bids shall not be sent to any other office or department at Pima College. Each Vendor is cautioned to give special consideration to the selection criteria when responding to the Request for Bid (Section VII).

Bids shall be opened at the time, date, and place designated in the Request for Bid. Bids received after the appointed time and date will not be accepted and will remain unopened. At the bid opening, the name of each responding Vendor and the amount of their bid will be publicly read and recorded. All other information contained in the bids shall be confidential. After the Contract has been awarded, the bid file will be open for public inspection.

Section 8 – Basis of Selection

The award will be made to the responsive Vendor whose bid is determined to be in the best interest to Pima Community College District, taking into consideration the following:

- 1. Material submitted in response to Section 5 Vendor Qualifications**
- 2. The Vendors ability to meet the requirements in Section 2 Scope of Work**
- 3. Total cost to the District**

If none of the Vendors responding to this RFB can meet/provide all of the requirements in Section II, the award will be made to the Vendor who can meet/provide the majority of the requirements at the lowest cost.

It is the intent to award this contract for one (1) year from the date of award with four (4) additional one (1) year awards upon mutual agreement.

PRICE ADJUSTMENT.

Price changes will normally only be considered at the end of one Agreement period and the beginning of another. Price change requests shall be in writing, submitted at least sixty (60) days prior to the end of the current Agreement period, and shall be supported by written evidence of increased costs to the contractor. District will not approve unsupported price increases that will merely increase the gross profitability of the contractor at the expense of the District. Price change requests shall be a factor in the Agreement extension review process. District shall, in its sole opinion, determine whether the requested price increase or an alternate option is in the best interest of the District.

AUTHORIZED MESSENGERS

Contractor agrees to furnish District the certified signature and photograph of each authorized messenger, and to give written notice in the event of revocation of such authority.

Section 8 – Terms and Conditions

1. **Bid Opening** Bids are opened publicly in the office of the Purchasing Director and interested parties may attend. The College is not responsible for the pre-opening of, late opening of, or failure to open, an offer not properly addressed or identified.
2. **Effective period of bids** In order to allow for an adequate time for evaluation, approval, and award of a contract, the College requires a bid to be valid and irrevocable for one hundred and twenty (120) days after the bid due date and time. Any firm who does not agree to this condition shall specifically communicate such disagreement in its bid to the College, along with any proposed alternatives. The College may accept or reject such bid alternatives without further notification or explanation.
3. **Alternate Offers** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph numbers(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, the College will expect and require complete compliance with the specifications and all conditions of purchase.
4. **Addenda** Any change to the bid will be in the form of a numbered addenda issued by the Purchasing Director's office. Any addenda will be posted on the College's webpage (only) listed on page 1 of this request. Other than official numbered addenda issued by the Office of the Purchasing Director, oral or written advice or instructions made by any employees, officers, contracted consultants or agents of the College in regard to this bid are not binding on the College. The College will not be responsible for firms adjusting their offer based on oral or written instructions.
5. **Withdrawal** Bids may be withdrawn until the date and time of the bid opening. Bids may not be withdrawn for 120 days after the bid opening.
6. **Cancellation** The College may cancel an bid in whole or in part if it is determined to be in the best interest of the College
7. **Acceptance or Rejection of Bids** The College reserves the right to waive any formalities and to reject any or all bid or any part(s) thereof, and/or to accept any bid or any part thereof and/or to cancel the bid. The College also reserves the right to reject the bid of any firm who has previously failed to perform adequately in furnishing materials, services, or equipment to the College. The College reserves the right to negotiate any and all provisions presented in the bid.

- 8. Waiver of Minor Imperfections** The College reserves the right to waive minor imperfections, irregularities, technicalities, informalities, or apparent clerical mistakes in a bid.
- 9. Public Information** The College is obligated to abide by all public information laws. All vendor information regarding the bid may become public information. All copies and contents of any bid, attachment, and explanation submitted in response to this request shall become the property of the College, except any materials that both the vendor and College agree to classify as confidential, proprietary or trade secrets. These materials must be submitted in a separate sealed envelope and clearly marked by the vendor and will be returned to the vendor, after the award upon request.
- 10. Proprietary Information** If the vendor includes in the bid any information deemed confidential, proprietary, or protected, such information must be packaged separately from the balance of the bid and clearly marked as to any proprietary claim. The College discourages the submission of such information and undertakes to provide no more than reasonable efforts to protect the proprietary nature of such information. The College, as a public entity, cannot and does not warrant that proprietary information will not be disclosed. The College shall have the right to use any and all information included in the bids submitted unless the firm expressly restricts the information. If such restriction impedes the consideration of the firm's bid, the Purchasing Director may disqualify the bid.
- 11. Right to Use College Name Denied** The firm is specifically denied the right of using in any form or media the name of the College for public advertising unless express permission is granted in writing by the College.
- 12. Pre-bid Conference** If scheduled, the date and time of a pre-bid conference is indicated on page 1 of this document. Attendance at this conference, if mandatory, is so noted. The purpose of this conference will be to clarify the contents of this request in order to prevent any misunderstandings. Any doubt as to the requirements of this request or any apparent omission or discrepancy should be presented to the College at this conference. The College will then determine the appropriate action necessary, if any, and may issue a written amendment to the bid. Oral statements or instructions will not constitute an amendment to this bid. Written minutes and/or notes will not be available. If a firm is unable to attend a non-mandatory pre-bid Conference, questions may be submitted in writing via e-mail as noted on page 1.
- 13. Bid, General Provisions**

 - a. Offer and Acceptance** A response to the bid is an offer to contract with the College based on the provisions contained in the bid. An authorized signature on the pricing page shall constitute an irrevocable offer to sell the goods or services

- specified and accept the terms of the subsequent contract, which shall incorporate this bid.
- b. Cost of Preparation** Any and all costs associated with the preparation, presentation, demonstration, or submission of responses to this bid shall be entirely the responsibility of the contractor and does not commit Pima County Community College District to pay or reimburse any costs in any manner. These costs may include but are not limited to: time for interviewing or selecting any contractor(s) who responds, site visits, presentations, return of bid, bid materials, reproductions, copyright infringements, and any other costs.
- c. Accuracy** It is the responsibility of all firms to examine the entire bid document and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due date and time. Firms are responsible for errors and omissions in their bids. Failure to include all requested information will have a negative impact on the evaluation of the firm's bid and may result in rejection.
- 14. Waiver of Damage Claim** Each firm, in submitting a bid, is deemed to have waived any claims for damages by reason of the selection of another bid and/or the rejection of his/her bid.
- 15. Responsibility for Compliance with Legal Requirements** The contractor shall comply with all state and federal laws applicable to its operations.
- 16. Law Forum A** contract resulting from this bid shall be governed, and the College and contractor shall have all remedies afforded to each, by the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
- 17. Non-discrimination** During performance of a contract, the vendor will comply with provisions of the Civil Rights Act of 1964, Executive Order No. 11246 of September 24, 1965; rules, regulations and relevant orders of the Secretary of Labor and all applicable Municipal, County and State laws.
- 18. Americans with Disabilities Act** The contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-366, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
- 19. Confidentiality** The contractor shall keep the information related to all contracts and subcontracts in strict confidence. Other than the reports submitted to the College, the contractor shall not publish, reproduce or otherwise divulge such information in whole, or in part, in any manner or form, or authorize or permit others to do so, taking such reasonable measures as are necessary to restrict access to the information, to those employees on staff who must have the information on a "need-to-know" basis, and the contractor agrees to immediately notify the College, in

writing, in the event it is determined, or there is reason to suspect a breach of confidence has occurred.

20. Sudan, or Iran Scrutinized Business – Pursuant to A.R.S. #35-91.06(A) AND 35-393.06(B), Vendor certifies that it does not have a “scrutinized” business operation in either Sudan or Iran, as that term is defined in A.R.S. #35-391(15) AND 35-393(12) respectively.

21. Federal Immigration Laws and Regulations – Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(a) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The College retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), The Contractor or subcontractor shall be deemed to be in compliance with this provision. The College may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor

Appendix

Conflict of Interest Disclosure

All vendors must disclose with their bids the name of any officer, director or agent who is also an employee of the College or any of its agencies. Further, all vendors must disclose the name of any College employee who owns, directly or indirectly, an interest in the vendor or any of its branches.

Employee Name	Description of Conflict of Interest

PRICING SUBMITTAL (responses must be returned on this form)

OPTION 1 - Monday through Friday service to

MONTHLY RATE FOR DAILY SERVICE

Community Campus
401 N Bonita Ave
Tucson, AZ 85745 \$ _____

Desert Vista Campus
5901 S Calle Santa Cruz
Tucson, AZ 85746 \$ _____

Downtown Campus
1255 N Stone Ave
Tucson, AZ 85705 \$ _____

East Campus
8181 E Irvington Rd
Tucson, AZ 85730 \$ _____

Northwest Campus
7600 N Shannon Rd
Tucson, AZ 85741 \$ _____

West Campus
2202 W Anklam Rd
Tucson, AZ 85745 \$ _____

Pima College Davis-Monthan Air Force Base
5355 E Granite Street
Tucson, AZ 85707 \$ _____

Optional Sites

Community Learning Center
1250 W Continental Rd.
Green Valley, AZ 85614 \$ _____

Northeast Center
7816 E Wrightstown Rd
Tucson, AZ 85715 \$ _____

MONTHLY RATE (3 times a week)

Northeast Center
7816 E Wrightstown Rd
Tucson, AZ 85715 \$ _____

District Offices
4905 E Broadway Blvd
Tucson, AZ 85709 \$ _____

OPTION 3 - Seasonal Service

Delivery Monday through Friday:
January 5, 2004 through January 30, 2004
May 3, 2004 through May 28, 2004
June 14, 2004 through July 2, 2004
July 12, 2004 through August 27, 2004

All other dates service would be Monday, Wednesday and Friday only.

SEASONAL MONTHLY RATE

Community Campus
401 N Bonita Ave
Tucson, AZ 85745 \$ _____

Desert Vista Campus
5901 S Calle Santa Cruz
Tucson, AZ 85746 \$ _____

Downtown Campus
1255 N Stone Ave
Tucson, AZ 85705 \$ _____

East Campus
8181 E Irvington Rd
Tucson, AZ 85730 \$ _____

Northwest Campus
7600 N Shannon Rd
Tucson, AZ 85741 \$ _____

