

BILL C. PEACOCK
Director - Purchasing



DOUGLAS COUNTY BOARD OF COMMISSIONERS
PURCHASING DEPARTMENT

8700 Hospital Drive • Douglasville, GA 30134
Telephone (770) 920-7247 • Fax (770) 920-7219

March 8, 2017

Subject: Douglas County, Georgia, Board of Commissioners
Request for Proposals – County-wide Armored Car Services
Solicitation No. 17-009

Dear Ladies/Gentlemen:

Enclosed please find the Douglas County Board of Commissioners, Request for Proposals, covering the County-wide Armored Car Services for the Douglas County, Douglas County Georgia.

The Proposal due date is Friday, March 24, 2017 no later than 2:00 pm ET at the Douglas County Courthouse, Third Floor, Purchasing Bid Opening Room, 8700 Hospital Drive, Douglasville, Georgia. You are invited to attend, or submit your Proposal prior to the deadline as stated in the attachments. Each Proposal should be marked on the outside of the envelope with: **“Armored Car Services, Solicitation Number 17-009”**.

Thank you in advance for your interest and we look forward to your participation.

Sincerely,

A handwritten signature in black ink, appearing to read "Bill C. Peacock", written in a cursive style.

Bill C. Peacock
Purchasing Director

Attachments

**DOUGLAS COUNTY BOARD OF COMMISSIONERS
NOTICE OF REQUEST FOR PROPOSALS
SOLICITATION NUMBER 17-009
COUNTY-WIDE ARMORED CAR SERVICES**

Competitive sealed proposals for qualified firms who are capable of satisfactorily providing Armored Car Services to all Douglas County Departments shall be received by the Purchasing Department, Third Floor, 8700 Hospital Drive, Douglasville, Ga 30134, until the time and date cited. Proposals received by the correct time and date shall be publicly recorded.

Request for Proposal documents are available on the Douglas County website, www.celebratedouglascounty.com, under the Purchasing Department, Current Bids & Advertisements.

Proposals must be in the actual possession of the Purchasing Department at the location indicated, on or prior to the exact time and date indicated above. Late proposals shall not be considered. The prevailing clock shall be the Douglas County Purchasing Department clock. Proposals must be submitted in a sealed envelope. The Request for Proposals number, bidder's name and address shall be clearly indicated on the outside of the envelope. All proposals must be completed in ink or typewritten.

Questions must be addressed to the responsible Purchasing Officer listed below.

PROPOSAL DUE DATE: March 24, 2017, 2:00 PM
PROPOSAL LOCATION: Douglas County Purchasing Department
Third Floor, 8700 Hospital Drive
Douglasville, GA 30134

QUESTIONS SHALL BE RECEIVED BY FRIDAY, MARCH 17, 2017, 5:00 PM AND DIRECTED IN WRITING TO:

BILL PEACOCK
Director Purchasing
bpeacock@co.douglas.ga.us
Douglas County Purchasing Department
Third Floor, 8700 Hospital Drive
Douglasville, GA 30134

Douglas County reserves the right to waive any informalities, to reject any and all Proposals, to evaluate Proposals, to accept portions of any Proposals and to accept any Proposal, which in its opinion, may be in the best interest of the County. The County reserves the right to add to or delete from the contract after the contract has been awarded.

No Proposal will be received or accepted after the above specified date and time of the Proposal opening. Proposals submitted after the designated date and time will be deemed invalid and returned unopened to the Proposer.

No Proposal may be withdrawn within thirty (30) days after the Proposal opening and all Proposals shall remain firm during this period.

INTRODUCTION

Douglas County is soliciting competitive proposals from qualified Firms who are capable of satisfactorily providing Armored Car Services to all Douglas County departments and divisions as defined within the Request for Proposal.

Currently, Douglas County operates on a Monday through Friday operating schedule. During the term of this contract, the County reserves the right to add, delete and/or move County Departments/Divisions, as well as change hours of operation, as its business operations require. The Firm receiving award of this contract must be able to accommodate these changes, if and when they occur during the term of this contract, within one week or less of receipt of authorized notification of change by the serviced County department or division. Said notification is to be provided in writing by designated personnel within each County department /division as authorized by their respective department head.

Firm's resident managers, officers, directors and partners shall comply with all Georgia Revised Statutes pertaining to the licensing and operation of security guard services as well as those promulgated through the State of Georgia Department of Public Safety. Firm's resident managers, officers, directors and partners shall each hold a current and active "Agency Identification Card" issued by the Georgia Department of Public Safety (DPS). Additionally, each armored services security guard assigned by Firm to guard County's property shall hold a valid "Security Guard Registration Certificate" issued by DPS.

I. SCOPE OF SERVICES

A. Routing Schedule. Contractor must provide armored car pick-up services for designated County departments /divisions. Designated deposit drop-off locations shall be determined by the County at all times in order to best serve County's needs and operations. The pick-up window must be within the business hours of operations for the County. Armored car services will not be required on observed County holidays. The County's calendar shall take precedent over Firm's calendar in all respects. Should Firm recognize holidays not recognized by County, County shall continue to receive uninterrupted service at no additional cost. Should a designated County department /division receiving services under this contract fail to have one of its deposits available and ready for pick-up, on any business day, at the designated time established, and the bag(s) is carried forward to the next business day, the 'next business day' stop will not be considered a multiple stop for pricing purposes. A "missed deposit" situation shall be considered an exception to the County's normal business operations. Should Contractor fail to pick-up a scheduled bag(s) for deposit, Contractor shall make a special run on the same day as the scheduled pick-up, at no extra cost to the County.

B. Deposit Pick-up Procedure. At the time of a scheduled deposit pick-up, Contractor's armored car personnel must sign a receipt for the deposit(s) being picked up from the County. Said receipts must be sequentially numbered, under the control of the courier, and if required, the courier must be able to account for all receipt numbers for control purposes. Upon request from the County's Contract Representative, the deposit pick-up receipts shall be provided to the County within five (5) business days of the request. The pick-up receipts will be retained by the County for no less than two (2) years. Contractor must retain the original receipts for two (2) years with the ability to provide deposit tracking for the same two (2) year period when requested by the County. Additionally, Contractor must meet the following requirements when supplying armored car services as specified herein to the County:

1. Contractor will be totally liable for the security and contents of the deposit bags received from the County as soon as the County's department / division is given a receipt(s) by Contractor's personnel for the deposit bag(s) and County releases the sealed bag(s) to Contractor's armored car carrier personnel.

2. Each County pick-up location shall be provided a list of Contractor's assigned armored car personnel, that includes their photo identification, and an original or clear copy signature for each of Contractor's armored car security personnel who will be picking up and signing for deposits received from the County. Copies of these Contractor-provided lists shall also be sent to the County's Contract Administrators as well, including updates as apply. Signatures for each deposit receipt will be verified each day prior to deposit release by the County. No deposits will be released to any individual without this information on file at the pick-up location designated by the County. This list must be maintained as current at all times during the contract period by Contractor as changes in Contractor's assigned personnel occur.

3. At the time of deposit delivery by Contractor's armored courier to the designated bank, or money room, Contractor's armored car personnel must sign and retain a copy of a delivery receipt(s), including a time stamp, as proof of deposit bag delivery from said bank, or money room. Contractor must provide copies of said delivery receipts at any time within two (2) years of the deposit pick-up date(s) when requested by County.

4. Contractor shall be solely responsible for ensuring the proper Industry standards and applicable security controls are in effect at time of award and during the entire tenure of this Contract to prevent any and all unethical and illegal tampering of the deposit bags and their contents from initial pick-up from the County through to the final delivery of the deposit bags to the County's designated bank(s) and/or money rooms.

5. Other secure identification or deposit pick-up/delivery procedures, such as deposit lockboxes by common pickup locations, if proposed and explained in detail by Contractor, will be evaluated; and at the discretion of the County, may be considered by the County.

C. Security Deposit Bags. Contractor shall provide disposable deposit bags for both cash and check deposits for all designated armored car locations by the County. Said disposable bags must be industry standard, with the size approximately 15" x 20". Contractor must identify the name of the deposit bag manufacturer, as well as a detailed description of the bags to be provided to County upon award of contract, including three (3) sample bags for each deposit type (*cash, check and coin*) within Contractor's proposal response. Additionally, Contractor shall be responsible for the following under the terms of this Contract:

1. Any proposed changes to the types of deposit bag(s) used by Contractor during the term of this Contract must include advance notification to the County's Contract Representatives. Said bags must be approved by the County's Contract Representatives prior to their official use by the County for services specified herein. Proposed changes to the types of deposit bags to be used for the services specified herein must be of the same quality or better than those originally proposed. All costs incurred by Contractor for changing of the types of deposit bags to be used for the performance of the services specified herein, as well as any and all increases in price, as a result of the change, will be borne by Contractor.

2. No less than a one (1) month supply of each type of deposit bag (*check, cash and coin*) must be provided by Contractor to each designated County department / division pick-up site upon implementation and prior to contract commencement of services. Each designated County department / division is responsible for requesting no less than a one month supply of bags per order as the need arises. Contractor shall deliver all requested deposit bags within three (3) business days of receipt from the County. The storage capabilities at each designated County department / division shall determine the quantity of bags that can be maintained at each site. Contractor is responsible for defining the proper receipt procedures for the delivery of requested deposit bags to the County.

3. Contractor shall provide all deposit bags and related deposit supplies to County at a reasonable cost to the County as part of this contract. Said Contractor supplied deposit bags and related deposit supplies shall be sufficient to cover the services required under this Contract. Additionally, Contractor is responsible for supplying these deposit materials in a timely manner so as not to interfere with service requirements on behalf of the County.

II. CONTRACT ADMINISTRATION

A. Appointment of Contractor Personnel to County's Account: Contractor shall be responsible for appointment of a senior level individual as well as a qualified back-up substitute as the County's dedicated representative for this contract to act as the designated liaison with the County. This representative will be solely responsible for:

1. Ensuring that all Contract requirements, as specified herein, are met, during the tenure of this Contract.
2. Ensuring implementation the County's instructions for services specified herein.
3. Timely resolution of any issues that may arise on a day-to-day basis during the term of this Contract.

B. Escalation Process: Contractor shall provide details for its defined escalation process in its proposal response, including applicable timeframes, for resolution of issues. Example: Within 24-hours, 48-hours, or 72-hours of receipt of a complaint from County. Said defined escalation process shall include:

1. Contractor's designated contact personnel, including full names, titles, address, telephone/fax and email address. Additionally, a reporting chart shall be supplied by Contractor indicating the name, title, address, telephone/fax and email address for the supervisor to whom each designated staff member assigned to the County's account reports up to under this contract once awarded and approved by the County's Board of Supervisors.
2. Timeframe for response by type of inquiry such as general inquiry, customer service issue (non-emergency), and escalated customer service issue (urgent and/or emergency).

C. County's Designated Contract Administrators: The following persons are the County's designated contacts for all changes requested by the County's departments / divisions for services specified herein, as well as for any contract changes, and/or customer service issues that may arise. Contact between Contractor and County shall include both of the people listed below at all times:

Bill Peacock
Director - Purchasing
Douglas County Purchasing Dept.
T: (770) 920-7247 F: (770) 920-7219
bpeacock@co.douglas.ga.us

III. CONTRACTOR'S LIABILITY FOR LOSS OF DOUGLAS COUNTY PROPERTY

A. Property Loss. Contractor agrees to assume all liability for any loss, damage, and/or destruction of County property (hereinafter called "loss") from the time it is received by Contractor from County until it is delivered to the consignee, or, in the event of non-delivery, until its return to the County. Contractor does not assume liability for property while it is retained in safe(s) onsite at County's premises. Contractor's sole liability, in the event of loss, from whatsoever cause, shall be payment to the County of the declared value of the property (loss) as it appears on the shipping document for that particular property, including the documentation pertaining to the pick-up of the County property outlined in Section I. SCOPE OF SERVICES, Item B. Deposit Pick-up Procedure herein.

B. County's Cooperation. The County agrees that in the event of a loss, it will cooperate to the fullest extent possible in reconstructing checks that may apply to the loss incurred. Contractor's liability shall be payment to the County of:

1. Reasonable costs necessary to reconstruct the checks including, where the checks are reconstructed, any necessary costs because of stop-payment procedures / fees that may apply.
2. The face value of checks which cannot be reconstructed.

C. Understanding between Contractor and County. It is understood and agreed by the parties to this Contract that the words "reconstruct", "reconstructed", "reconstruction" shall mean to identify lost checks only to the extent of determining the face value amounts of the checks as well as the identity of the maker or the endorser of each check lost. The word "shipment" wherever used in this Contract shall mean a single consignment of one or more items of property from one shipper, at one time, at one consignee, and at one destination address. The County agrees to endeavor to notify Contractor in writing of any claim for loss within twenty-four (24) hours after a loss is discovered, or should have been discovered, and in any event, within forty-five (45) days after delivery to Contractor of the Property in connection with which the claim is asserted and unless such notice is provided, such claim shall be deemed waived. Additionally, the parties agree:

1. Contractor shall not be liable in any action brought to enforce a claim unless such action is commenced within two (2) years after the date written notice is given to the County that Contractor has disallowed the claim in whole or in part.
2. The County further agrees to furnish proof of loss in a form satisfactory to Contractor, or Contractor's insurer, and will promptly assist Contractor, or its insurer, in all ways pertaining to recovery of said loss. Upon payment of loss hereunder, Contractor, or Contractor's insurance company, shall be subrogated to all County's rights and remedies of recovery therefore.

IV. COMPENSATION

A. Billing. Contractor shall bill the Douglas County Finance Department on a monthly basis in accordance with the Price Sheet reviewed and approved by the Douglas County Board of Supervisors at time of award of Contract. The address billing invoices should be sent is provided herein:

Douglas County Finance Department
P.O. Box 7000
Douglasville, GA 30134-7000

B. Invoice Information. Billing shall include an itemized statement showing monthly charges by County pick-up point. Contractor shall include the following MANDATORY information for each invoice supplied to the County upon award:

1. Contract Number _____ shall be referenced on each invoice submitted to the County for payment to Contractor.

2. An Open Purchase Order shall be issued for Fiscal Year 2017 upon award to Contractor. This Purchase Order shall be for a comprehensive amount in keeping with the contract pricing that is approved upon award. Said Purchase Order shall have a budgeted line item for each end-user department. This Purchase Order Number shall be referenced on each invoice submitted to the County for payment to Contractor.

C. Pick-up Point Modifications. The following procedures shall apply for any changes to County designated pick-up points subsequent to award of Contract:

1. Special pick-ups shall be arranged and authorized solely through the County's Contract Administrators noted herein Section II. CONTRACT ADMINISTRATION, Item C. County's Designated Contract Administrators.

2. Requests from County personnel at designated County pick-up points are not authorized under the terms of this contract.

INSTRUCTIONS TO FIRMS

1. PROPOSAL FORMAT: Original and 5 copies (6 total) of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal should be clearly labeled "Original" and shall be unbound and single-sided. The material should be in sequence and related to the RFP. The sections of the submittal should be tabbed, clearly identifiable and shall include a minimum of the following sections: Price, Offer and Acceptance, Original RFP, Evaluation Criteria. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the Firm's proposal.

2. PREPARATION OF PROPOSAL:

A. All proposals shall be on the forms provided in this Request for Proposal package. It is permissible to copy these forms as required. Facsimiles, telegraphic proposals or mailgrams shall not be considered.

B. The offer and acceptance page shall be submitted with an original ink signature by the person authorized to sign the proposal.

C. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the vendor offer.

D. In case of error in the extension of prices in the proposal, unit price shall govern when applicable.

E. Periods of time, stated as a number of days, shall be in calendar days.

F. It is the responsibility of all Firms to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no right of withdrawal after due time and date.

3. WHERE TO SUBMIT PROPOSALS: In order to be considered, the Firm must complete and submit their proposal to the Purchasing Office at the location indicated, or prior to the exact time and date indicated on the Notice of Request for Proposal page. The Firm's proposal shall be presented in a sealed envelope. The words "SEALED PROPOSAL" with SERVICE DESCRIPTION, CONTRACT NUMBER, DATE AND TIME OF PROPOSAL OPENING shall be written on the envelope.

4. LATE PROPOSALS: Late proposals shall not be considered. Kingman is considered a "rural" area by many express delivery carriers and thus, they do not guarantee priority delivery (next day). Firms are encouraged to keep this in mind when arranging delivery of their proposals and are advised herein that late proposals shall be rejected and returned to the bidder regardless of reason for being late.

5. OFFER AND ACCEPTANCE PERIOD: In order to allow for an adequate evaluation, the County requires an offer in response to this solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.

6. INQUIRIES: Any question related to a Request for Proposal shall be directed to the Purchasing Officer whose name appears on the front side of this document. The Firm shall not contact or ask questions of the department for whom the requirement is being procured. Questions should be submitted in writing when time permits. The Purchasing Officer may require any and all questions to be submitted in writing at the Purchasing Officer's sole discretion. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. However, the Firm must not place the number on the outside of an envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official proposal due time and date. Oral interpretations or clarifications will be without legal effect. Only questions answered by formal written Request for Proposal amendment will be binding.

7. REQUEST FOR ADDITIONAL INFORMATION: The County reserves the right to request additional information from Firms for the purpose of explaining the contents of their proposal. Any such request shall be for informational purposes only and does not constitute discussions.

8. CONTRACT NEGOTIATIONS: The County reserves the right to enter into negotiations with the Firm(s) determined to be reasonably susceptible of being selected for award, or to enter into exclusive

negotiations with the Firm whose proposal is deemed most advantageous, whichever is in the County's best interest, for the purpose of negotiation. In the event that exclusive negotiations are conducted and an agreement is not reached, the County reserves the right to enter into negotiations with the next highest ranked Firm without the need to repeat the formal solicitation process.

9. AWARD OF CONTRACT: Notwithstanding any other provision of the Request for Proposal, the County reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof; or
- (3) Reissue the Request for Proposal.

A response to any Request for Proposal is an offer to contract with the County based upon the terms, conditions, and specifications contained in the County's Request for Proposal. Proposals do not become contracts unless and until they are executed by the County's Purchasing Manager or the Douglas County Board of Commissioners. A contract has its inception in the award, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the contract are contained in the Request for Proposal, unless any of the terms and conditions are modified by a Request for Proposal amendment, a contract amendment, or by mutually agreed terms and conditions in the contract documents.

10. FAMILIARIZATION OF SCOPE OF WORK: Before submitting a proposal, each Firm shall familiarize itself with the Scope of Work, laws, regulations and other factors affecting performance of work. It shall carefully correlate its observations with requirements of the Contract and otherwise satisfy itself as to the expense and difficulties attending the performance of the work. The submission of a Proposal will constitute a representation of compliance by the Firm. There will be no subsequent financial adjustment, other than that provided by the Contract, for lack of such familiarization.

11. WITHDRAWAL OF PROPOSAL: At any time prior to a specified solicitation due time and date a Firm (or designated representative) may withdraw the proposal. Facsimile or telephone withdrawals shall not be considered.

12. AMENDMENT OF REQUEST FOR PROPOSALS: The Firm shall acknowledge receipt of a Request for Proposal amendment by signing and returning the document by the specified due time and date.

13. SUBMITTAL: The offer and contract award sheet, the pricing schedule, and any solicitation amendments must be signed and returned with the Firm's proposal.

14. CONFIDENTIAL INFORMATION: If a person believes that any portion of a proposal, bid, offer, specification, protest, or correspondence contains information that should be withheld, then the Purchasing Manager should be so advised in writing (price is not confidential and will not be withheld). The County shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the "Protest" provision.

15. SUBCONTRACTORS: Firm must list any subcontractor to be utilized in performance of services herein. For each subcontractor, detail on respective qualifications must be included.

16. UPON NOTICE OF INTENT TO AWARD: The apparent successful Firm shall sign and file with the County, within ten (10) days after Notice of Intent to Award, all documents necessary to the successful execution of the contract.

17. EXCEPTIONS TO CONTRACT PROVISIONS: A response to any Request for Proposal is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Firms who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language and clearly demonstrate how the County will be better served by the substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Purchasing Manager or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Purchasing Manager or his designee, the contract provisions contained in the County's Request for Proposal shall prevail.

18. PROPOSAL RESULTS: Proposal results are not provided in response to telephone inquiries. A tabulation of proposals received is on file in the Purchasing Department and available for review after official contract award.

19. VENDOR APPLICATION: Prior to the award of a contract, the successful Firm shall have a completed vendor application on file with the Department of Purchasing. The Vendor Application may be downloaded off of the Purchasing Department website at:

www.celebratedouglscounty.com

PROPOSAL EVALUATION REQUIREMENTS

I. PROPOSAL EVALUATION CRITERIA: (listed in relative order of importance)

- A. Method of Approach
- B. Qualifications & Experience
- C. Price Proposal

II. REQUIREMENTS SPECIFIC TO EVALUATION CRITERIA: The narrative portion and the materials presented in response to this Request for Proposal shall be submitted in the same order as requested and must contain, at a minimum, the following:

- A. Method of Approach (35 Points)
 - 1. Briefly describe Contractor's customer service operations, procedures, turnaround and response times, and staffing. In the event of breakdowns, delays, absenteeism, etc., delineate Contractor's back-up resources for both vehicles and armored car personnel for provision of services to the County under this Contract.
 - 2. Provide a description of Contractor's armored car vehicles that will be utilized for the County's account, including:

- a. Where assigned vehicles are housed.
 - b. Identification of the security system surrounding the armored car storage facility(s).
 - c. Identification for “back-up” service vehicles, when needed, to provide services to the County without interruption or delay.
3. Explain Contractor’s process for hiring and employment of armored car personnel. What qualifications and experience does Contractor require for its armored car personnel candidates? What type of background checks are performed by Contractor prior to tendering an offer of employment?
 4. Explain in detail the procedures for Contractor’s armored car pick-up services from its initial arrival on the premises to its departure including the responsibility of on-site agency personnel at time of pick-up.
 5. What is the optimum time spent by Contractor’s personnel onsite when performing a pick-up and delivery service?
 6. How quickly can Contractor adjust to changes in pick-up locations and schedules within Douglas County?
 7. Outline the procedures Contractor recommends agencies follow in preparing cash and check deposits for armored car pick-up service.
 8. What are Contractor’s receipt procedures? Please include full details.
 9. Provide an implementation schedule with details and time-lines for implementing the services outlined herein to the County. Said implementation schedule shall provide details on how Contractor shall meet with the County’s end-user department representatives, as well as its designated contract administrators, to review service needs, provide materials and pertinent Contractor information, as well as preparation for provision of services within the designated ten (10) days from time of award approval to the contract taking effect. The implementation schedule should identify specifically who is the Contractor designated staff member(s) responsible for each identified task.
- B. Qualifications & Experience (35 Points)
1. Please provide current copies of Contractor’s Georgia licensure authorizing it to perform armored car services within the State of Georgia as provided under Georgia Revised Statutes.
 2. Please identify ownership of Contractor’s company (wholly owned, corporate umbrella, subsidiary, etc.). Contractor shall divulge information regarding the transfer, current or anticipated, of its ownership such as complete buy-out, wholly owned subsidiary, merger, etc. within the future twelve (12) months from the date of submission of its bid response to the County.

3. How long has Contractor been engaged in providing armored car services within the State of Georgia?
 4. Include a summary of any challenges Contractor anticipates in meeting the requirements specified herein and possible solutions that may apply to meeting these challenges from Contractor's past experience.
- C. Price Proposal (30 Points)
1. Please refer to the Pricing Proposal Section of this solicitation.
 2. Please Note: Contractor's pricing proposal shall be submitted in a separate envelope with the words "SEALED PRICING PROPOSAL", SERVICE DESCRIPTION, RFP NUMBER, DATE AND TIME OF PROPOSAL OPENING and CONTRACTOR'S COMPANY NAME clearly written on the outside of the envelope. Said sealed pricing proposal can be included within Contractor's submitted proposal response.

III. GENERAL:

- A. Shortlist: The County reserves the right to shortlist the Firms on all of the stated criteria. However, the County may determine that short-listing is not necessary.
- B. Interviews: The County reserves the right to conduct interviews with all or some of the Firms at any point during the evaluation process. However, the County may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria.
- C. Additional Investigations: The County reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any firm submitting a proposal.
- D. Prior Experience: Experiences with the County and entities which evaluation committee members represent shall be taken into consideration when evaluating qualifications and experience.
- E. Multiple Awards: To provide adequate contract coverage, multiple awards may be made.

SPECIAL TERMS AND CONDITIONS

1. INDEMNIFICATION CLAUSE:

Contractor shall indemnify, defend, save and hold harmless Douglas County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees (hereinafter referred to as ("Indemnatee")) from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury

(including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against Douglas County, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for Douglas County.

This indemnity shall not apply if the Contractor or Sub-contractor(s) is/are an agency, board, or commission Douglas County.

2. INSURANCE REQUIREMENTS:

Contractor and sub-contractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. Douglas County in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate \$5,000,000

Products – Completed Operations Aggregate \$2,000,000

Personal and Advertising Injury \$2,000,000

Blanket Contractual Liability – Written and Oral \$2,000,000

Fire Legal Liability \$ 50,000

Each Occurrence \$2,000,000

a. The policy shall be endorsed to include errors and omissions coverage.

b. Policy shall be endorsed to include master key coverage.

c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.

Policy shall include coverage for the operation of mobile equipment (if required as part of the Scope of Services).

“Douglas County, a body politic and corporate of the State of Georgia, its Board members, officers, employees, agents, and other officials” shall be listed as the certificate holder. If room does not permit, this verbiage can be entered into the description of operations. However, if the latter method is used, the certificate holder shall be listed only as Douglas County, Georgia, 8700 Hospital Drive, Douglasville, GA 30134.

- d. Performed by or on behalf of the Contractor.
- e. Policy shall contain a waiver of subrogation against Douglas County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- f. The policy shall be endorsed to cover reasonable use of force to protect persons or property.

2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: *“Douglas County, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees shall be named as addition l insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”*.
- b. Policy shall contain a waiver of subrogation against Douglas County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

3. Worker's Compensation and Employers' Liability

Workers' Compensation Statutory Employers' Liability

Each Accident \$ 500,000

Disease – Each Employee \$ 500,000

Disease – Policy Limit \$1,000,000

- a. Policy shall contain a waiver of subrogation against Douglas County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or sub-contractor, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. Fidelity Bond or Crime Insurance

Bond or Policy Limit \$500,000

- a. The bond or policy shall be issued with minimum limits of \$100,000.
 - b. The bond or policy shall include coverage for all directors, officers, agents and employees of the Contractor.
 - c. The bond or policy shall include coverage for third party fidelity.
 - d. The bond or policy shall include coverage for theft and mysterious disappearance.
 - e. The bond or policy shall contain no requirement for arrest and conviction.
 - f. The bond or policy shall cover loss outside the premises of the Named Insured.
- B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:
- a. Douglas County, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
 - b. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 - c. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.
3. NOTICE OF CANCELLATION: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to Douglas County.
4. ACCEPTABILITY OF INSURERS: Insurance is to be placed with duly licensed or approved non-admitted insurers in Douglas County with an "A.M. Best" rating of not less than A- VII. Douglas County in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
5. VERIFICATION OF COVERAGE: Contractor shall furnish Douglas County with certificates of insurance (ACORD form or equivalent approved by Douglas County) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by Douglas County before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract. Douglas County reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
6. SUBCONTRACTORS: Contractors' certificate(s) shall include all sub-contractors as insureds under its policies or Contractor shall furnish to Douglas County separate certificates and endorsements

for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

7. APPROVAL: Any modification or variation from the *insurance requirements* in this Contract shall be made by Douglas County's Risk Management Division, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
8. EXCEPTIONS: In the event the Contractor or sub-contractor(s) is/are a public entity, then the insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or subcontractor(s) is/are a Douglas County agency, board, or commission, none of the above shall apply.
9. SOLICITATION AMENDMENTS: Amendments may be obtained from the County's Purchasing website at: www.celebratedouglascounty.com. It is the Firm's responsibility to obtain a copy of any amendment relevant to this solicitation. Internet access is available at all public libraries.

Any interested Firms without internet access may obtain a copy of this solicitation by calling (770) 920-7579, or a copy may be picked up during regular business hours at the Department of Purchasing, Third Floor, 8700 Hospital Drive Douglasville, Georgia 30134. The County of Douglas takes no responsibility for informing recipients of changes to the original solicitation document. Failure to submit signed amendments with the proposal response may be grounds for deeming the proposal response non-responsive.

10. CONTRACT TERM AND RENEWAL: The term of the contract shall commence upon award and remain in effect for a period of one (one) and may be extended for an additional two years, unless terminated, canceled, or as otherwise provided herein. The Contractor agrees that the County shall have the right, at its sole option, to renew the contract for two (2) additional one-year periods or portions thereof. In the event the County exercises such rights, all terms, conditions, and provisions of the original contract shall remain the same and apply during the renewal period with the possible exception of rate adjustments and minor scope additions and/or deletions which may be mutually agreed upon in writing.

11. CONFIDENTIALITY OF RECORDS:

- A. Contractor: The Contractor shall establish and maintain procedures and controls, that are acceptable to the County for the purpose of assuring that no information contained in its records or obtained from the County or from others in carrying out its functions under the contract shall be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the County. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the contract, unless otherwise agreed to in writing by the County.
- B. County: If a person believes that a bid, proposal, offer, specification or protest contains information that should be withheld, a statement advising the Purchasing officer of the fact shall

accompany the submission and the information shall be so identified wherever it appears. The information identified by the person as confidential shall not be disclosed until the County makes a written determination. The County shall review the statement and information and shall determine in writing whether the information shall be withheld. If the County determines to disclose the information, the County shall inform the Contractor in writing of such determination.

12. KEY PERSONNEL: It is essential that the Consultant provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Consultant must agree to assign specific individuals to the key positions. The Consultant agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without ten (10) days prior written notice to the County. If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Consultant shall immediately notify the County, and shall, subject to the concurrence of the County, replace such personnel with personnel of substantially equal ability and qualifications.

13. EXCEPTIONS TO CONTRACT PROVISIONS: A response to this RFP is an offer to contract with the County based upon the contract provisions contained in the County's Request for Proposal, including but not limited to, the specifications, scope of services and any terms and conditions. Firms who wish to propose modifications to the contract provisions must clearly identify the proposed deviations and any proposed substitute language. However, the provisions of the Request for Proposal cannot be modified without the express written approval of the Purchasing Manager or his designee. If a proposal or offer is returned with modifications to the contract provisions that are not expressly approved in writing by the Purchasing Manager or his designee, the contract provisions contained in the Request for Proposal shall prevail.

14. CERTIFICATES AND LICENSES: The successful Firm shall possess all necessary and valid licenses and certificates required for performance of the work specified herein. Current copies of all applicable licenses and certificates shall be provided to the County within twenty-four (24) hours upon demand at any time prior to and during the contract term.

15. QUALITY OF WORK: The Consultant shall be responsible for the professional quality and technical accuracy of the services provided under this contract. The Consultant shall perform the services under this contract in accordance with generally accepted professional and industry standards. All services shall conform to and be in compliance with applicable federal, state and local statutes, rules, codes, laws, ordinances, regulations and restrictions.

16. COOPERATIVE LANGUAGE:

A. Any contract resulting from this solicitation shall be for the use of Douglas County. In addition, specific eligible political subdivisions and non-profit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or non-profit educational or public health institution must enter into a cooperative purchasing agreement with the Douglas County Purchasing Department.

B. Payment for purchases made under this contract will be the sole responsibility of each

participating agency. The County shall not be responsible for any disputes arising out of transactions made by others.

17. CONTRACT DEFAULT: The County, by written notice of default to the Contractor, may terminate the whole or any part of this contract in any one of the following circumstances:

- a. If the Contractor fails to make delivery of the supplies or to perform the services within the time specified; or
- b. If the Contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after written receipt of notice.
- c. In the event the County terminates this contract in whole or part, the County may procure supplies or services similar to those terminated, and the Contractor shall be liable to the County for any costs for obtaining services.

PRICING PROPOSAL:

Armored car services fees shall be assessed by Contractor on a monthly basis by County Department/Division and service location. Prices submitted are to be firm and fixed for each year of the Contract and are to include all applicable charges that apply to Contractor's provision of services specified herein.

The County requires pick-ups to be made at two locations:

Douglas County Courthouse 8700 Hospital Drive Douglasville, GA 30134	Every Business Day
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And

Douglas County Landfill 1730 County Services Road Douglasville, GA 30134	Every Business Day
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Contractor to supply to County, at no charge, all necessary forms, supplies, deposit bags, etc. needed to service the County's account. Additionally, if Contractor is proposing alternative options, such as lock-box installation at common pick-up sites, please outline in detail the costs that will apply to alternative options being proposed.

OFFER FORM

TO DOUGLAS COUNTY:

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, scope of work, conditions, specifications, and amendments in the Request for Proposal.

For clarification of this offer, contact:

Name: _____

Company Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

Signature of Authorized to Sign: _____

Title: _____

Monthly Rate for Services Delivered: _____

Other Charges (Bags): _____

ACCEPTANCE OF OFFER:

The offer is hereby accepted.

The Contractor is now bound to provide the materials or services listed in RFP Solicitation Number 17-009 , including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by Douglas County. Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives this signed sheet, or written notice to proceed.

Awarded this ____ day of _____ 2017,

AUTHORIZED SIGNATURE