Treasurer – Tax Collector – County Clerk
Charles Lomeli

Treasurer
Tax Collector
County Clerk
675 Texas Street, Suite 1900
Fairfield, CA 94533
(707) 784-7485
(707) 784-6311

PUBLIC NOTICE
REQUEST FOR QUALIFICATIONS
RFQ NO: R-1025-13
FOR
ARMORED COURIER SERVICE

SOLANO COUNTY TREASURER-TAX COLLECTOR-COUNTY CLERK

INTRODUCTION
The Treasurer-Tax Collector-County Clerk is requesting Statements of Qualifications (SOQ) from qualified firms (or individuals) to provide Armored Courier Services.

NOTICE IS GIVEN:
That the Solano County Treasurer-Tax Collector-County Clerk will receive submittals from qualified firms to provide Armored Courier Service as outlined in this RFQ which can be obtained from the address listed below or from the County's website (www.solanocounty.com):

SUBMITTAL DUE: NOVEMBER 21, 2012: 3:00 P.M. Pacific Standard Time

County of Solano
Assistant Treasurer-Tax Collector-County Clerk
Attn: Michael Cooper
675 Texas Street, Suite 1900
Fairfield, CA 94533

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ATTACHMENTS:

SOLANO COUNTY STANDARD CONTRACT AGREEMENT	EXHIBIT A, B, C AND D
EVALUATION CRITERIA	ATTACHMENT 1
REFERENCES	ATTACHMENT 2
NON –COLLUSION AFFIDAVIT	ATTACHMENT 3
CERTIFICATE OF COMPLIANCE	ATTACHMENT 4
RESERVATION FORM	ATTACHMENT 5
COST PROPOSAL	ATTACHMENT 6
SUBMITTAL CHECK LIST	ATTACHMENT 7

TENTATIVE SCHEDULE FOR SELECTION PROCESS

RFQ Published	November 01, 2012
Deadline for Written Comments	November 14,2012
County Issues Response to Written Comments	November 16, 2012
Deadline for Submitting Proposals no Later than 3:00 P.M.	November 21, 2012
Evaluation and Ranking	As Feasible
Final Interviews/Selection	As Feasible
Notice of Award	December 20, 2012

Note: Dates are tentative and subject to change at the sole discretion of the County.

PART I – GENERAL CONDITIONS

1.01 Request for Qualifications/Rules for Competition

The competitive method used for this solicitation is known as a "Request for Qualifications" (RFQ). Firms shall be ranked and selected according to their Statement of Qualifications (SOQ). Interviews and negotiations will be conducted with the top ranked firms. Costs for developing the SOQ are entirely the responsibility of the firm submitting the SOQ, and shall not be chargeable to the County.

All firms submitting an SOQ must deliver one (1) clearly marked original, and one (1) Electronic copy on a Thumb drive of their SOQs to:

County of Solano
Treasurer-Tax Collector-County Clerk
675 Texas Street, Suite 1900
Fairfield, CA 94533

Bid No.: R-1025-13

All documents required by this RFQ must be received at the above designated location. Packages must be delivered such that they are complete and received NO LATER THAN 3:00 P.M., Pacific Standard Time, November 21, 2012 (See ATTACHMENT 2 - Submittal Checklist). The County recommends delivery by a carrier service such as FedEx, UPS etc to confirm delivery.

Only hard copy original submittal shall be accepted for consideration. Timely delivery of the submittals to the County is the sole responsibility of the responding firm. Late receipt of the SOQ's shall be grounds for rejection.

1.02 RFQ Inquiries & Requests for Additional Information

Inquiries and/or questions regarding the RFQ shall be made in the following way:
Fax or by email.

County of Solano
Treasurer-Tax Collector-County Clerk
675 Texas Street, Suite 1900
Fairfield, CA 94533
Attn: Michael Cooper
Fax: 707-784-6311
Email: mrcooper@solanocounty.com

These inquiries shall be accepted no later than November 14, 2012, 5:00 pm (PST). Written responses to the inquiries shall be issued by the County no later than November 16, 2012 and posted on the County website; www.solanocounty.com . If there is a delay in posting responses by the above date an extension of submittal date may be extended accordingly.

1.03 Statement of Qualifications (SOQ)

Response to this solicitation will be in the form of a Statement of Qualifications (SOQ) according to the format described in Part III. The SOQ shall document the firm's qualifications as they apply to the Work Statement found in Part II.

County of Solano will evaluate all responses using the evaluation criteria in attachment 1. The selection panel may consist of County personnel, any entity retained by the County, other governmental and nongovernmental agencies or anyone as deemed in the best interest of the County. Composition of the selection panel is subject to change at the sole discretion of the County. Firms will be ranked in numerical order based on the scoring of the firm in relation to the evaluation criteria.

1.04 Changes to the Statement of Qualifications

The Statement of Qualifications cannot be changed after the time and date designated for receipt of the submittal.

1.05 Rejection

A Statement of Qualifications may be rejected if it deviates in any substantial respect from the requirements of the RFQ, as determined solely by the County of Solano. Grounds for rejection might include, but are not necessarily limited to, the following:

A. Submittal is received at any time after the specified time and date set for receipt of SOQ.
B. An incorrect number of copies of the submittal are received.
C. Submittal is not prepared in the format described in Part III.
D. Submittal contains false or misleading statements or references which, in the exclusive judgment of County of Solano, do not support an attribute or condition contended by the responding firm or if, in the exclusive judgment of County of Solano, the information contained is intended to mislead County of Solano in its evaluation of the SOQ and the attribute, condition, or capability of a requirement of this RFQ.
E. Submittal is without an original wet-signed cover letter.
F. Submittal has no Statement of Acknowledgment of review and acceptance of the County's Standard Contract Agreement (EXHIBIT A, B, C and D).
G. Submittal is sent in whole or in part by facsimile (fax) or by email.

1.06 Interviews

Interviews will be scheduled with the top ranked firms or individuals submitting SOQ's at the discretion of the County. The County will contact the firms to schedule any such interview.

Information regarding the interview process will be provided to top ranked firms only. If conducted, the interview process will be administered such that all top ranked firms will have equivalent amounts of time and opportunity to present.

Upon completion of the interviews, if held, County of Solano may make adjustments to the scores and re-rank the top competitors. Personnel whose resumes are provided in the SOQ shall be in attendance at the interview. Key individuals that will be assigned as

liaison to County of Solano shall be responsible for the presentation. The County will not assume any costs incurred by vendor (travel, lodging food etc.), in the event interviews/ presentations/demonstrations are requested.

1.07 Negotiations

Following interviews, if held, the County will begin negotiations with the top-ranked firm(s).

If negotiations with the highest ranking firm fail, the County will enter into negotiations with the next highest ranked firm(s) and so on.

1.08 Non-negotiable Provisions

Since County contracts are subject to Government and Public Contract Codes, there are provisions which must be included in County contracts which may not be subject to negotiations as solely determined by County Counsel and Risk Management. A sample of the County's Standard Contract Agreement is included (EXHIBIT A, B, C and D). Responding firms are required to review the County's Standard Contract Agreement Form and accept it with or without qualification. (See *Part IV, Statement of Qualifications Format, Section 5: Contract Modifications)*

1.09 Contract Termination/Duration

As noted in EXHIBIT C, the Contract may be terminated at any time by either party for good cause upon a minimum of 30 days written notice.

The County intends to enter into a contract with an effective period of January 01,2013 through December 31, 2015.

The County reserves the right to extend this Contract for an additional period or periods of time representing increments of no more than one year and a total contract term of no more than five (5) years, provided that the County notifies the Contractor in writing of its intention to do so at least thirty (30) days prior to the contract expiration date. An extension of the term of this contract will be affected through an amendment to the contract. If the extension of the contract necessitates additional funding beyond that which was included in the original contract, the increase in the County's maximum liability will also be affected through an amendment to the Contract and shall be based upon rates provided for in the original contract and proposal.

1.10 Signature of the Firm Submitting the SOQ

The Statement of Qualifications shall include a cover letter signed by an individual who is authorized to bind the responding firm or individual contractually. The name and title of the individual signing the SOQ shall be typed immediately below the signature.

1.11 Other Information

A. Disposition of SOQs - All materials submitted in response to this RFQ will become the property of the County, and may at any time subsequent to contract signing be reviewed and evaluated by any person, and may be returned only at County's

option and at the responding firm's expense. One copy of each SOQ shall be retained for official County files and will be a public document.

B. County Use of Replies - The County has the right to use any or all ideas or concepts presented in any SOQ. Selection or rejection of the responding firm does not affect this right.

C. Contact for Information - Oral communications by County employees concerning the RFQ shall not be binding on the County and shall in no way excuse the responding firm of obligations as set forth in the RFQ. All communication for this RFQ shall be through the RFQ coordinator. Communication with any County agency or department shall be grounds for disqualification.

D. Modification or Withdrawal of SOQ - Any SOQ may be withdrawn or modified by written request of the responding firm if such a request is received by the County at the above address before the date set for receipt of the SOQ. Any modified response may be re-submitted prior to submittal deadline.

E. Right to Reject Any or All SOQs - It is the standard practice of the County not to solicit SOQs unless there is a bona fide intention to award a contract. However, the County does reserve the right to reject any or all SOQs. The County reserves the right to terminate proceedings at any time.

PART II - BACKGROUND

2.01 County Legislative Background/History

Solano County is located in the Bay-Delta region of California, about halfway between San Francisco and Sacramento, and is one of the nine San Francisco bay area counties. It is the 21st largest California County as measured by population with a total population of over 400,000. The County has seven incorporated cities including Fairfield (the County seat), Benicia, Vallejo, Vacaville, Suisun, Rio Vista and Dixon. The majority of residents reside within these cities and the majority of County facilities are currently located in the incorporated areas. Solano County is also home to Travis Air Force Base.

The County Administrator's Office provides support to the County Administrative Officer and is responsible to the Board of Supervisors for the proper and efficient administration of all County offices, departments, institutions and special districts under the jurisdiction of the Board of Supervisors. Responsibilities consist of implementation of the County's legislative advocacy program which includes reviewing federal legislation impacts, initiating legislative proposals and preparing position recommendations.

The County has had a successful federal legislative program utilizing a legislative advocate in Washington, D.C. since 2003. By policy of the Board of Supervisors, the County is required to conduct periodic solicitation of bids from qualified firms to ensure that public funds are utilized in the most cost effective and efficient manner.

PART III - SCOPE OF WORK

3.01 TITLE OF RFQ: Armored Courier Service

The selected firm, individual, or provider shall provide armored pick up and transport of cash, checks, and other negotiable items from a designated County location or locations to cash vault and item processing locations as designated by Wells Fargo Bank.

PART IV – STATEMENT OF QUALIFICATIONS FORMAT

In responding to this request for qualifications, the responding firm is expected to demonstrate knowledge, experience and ability to perform each of the tasks listed and provide services being requested. If the responding firm makes no response on an item, the evaluators will assume that the firm has no expertise in that area.

Cover:

Must be titled:

Statement of Qualifications
For
Armored Courier Service
Solano County Treasurer-Tax Collector-County Clerk

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Section 1: Summary

- Cover letter signed by an individual who is authorized to bind the responding firm contractually. The name and title of the individual signing the SOQ cover letter shall be typed immediately below the signature.
- Summarize the firm's overall approach in fulfilling the objectives and goals of the contract.
- Name individual(s) that will be directly involved and responsible in carrying out the services listed in section 3.01 of the RFQ.

Section 2: Firm's Level of Experience

Describe in detail, work directly performed within the past five years that demonstrates the following:

- Credentials for services and years of service.
- Organizational background.
- Listing of principals or if publically traded company listing of ticker symbol
- Resumes/biographies of personnel.
- History of litigation, felonies and bankruptcy.
- Experience providing services to local governmental agencies in the State of California.
- Experience performing tasks listed in Section 3.01 of the RFQ.

Section 3: Firm's Level of Technical Experience

- Discussion of activities to be performed as described in the Scope of Work.
- Discussion of internal and external controls and security measures. Confidential or specific details need not be included if disclosure would compromise security, but respondent should provide indications of safeguards in place.
- Thresholds for content value in terms of cash, checks, or other negotiable items to be transported and options for handling deliveries that exceed standard limits

Section 4: Cost Proposal

Reponses will contain a detail of the potential costs to Solano County. Cost response should be in the form of a matrix based on the frequency of deposit pickups.

- The Cost Proposal shall be submitted to the County. Use attachment 6 to enter the cost for this RFQ.
- The Cost Proposal shall specifically record the exact cost proposed. The dollar amount(s) identified in the Proposed Cost section shall incorporate the maximum cost for the proposed scope of services on a contracted basis, for the total contract period.

Section 5: Contract Modifications

Include a statement of acknowledgment that the County's Standard Contract Agreement (EXHIBIT A, B, C and D) has been reviewed and accepted with or without qualification. If qualifications are involved, those items requiring adjustment or modification must be identified and listed along with suggested modifications to the contract. The scope of work for the contract will be developed during the negotiation process but will initially be based on the Task List in Section 3.03 of the RFQ. If no modifications to the Agreement are noted, then the County will assume that the Firm is capable of performing all normal managerial tasks and services without reservation or qualification to the Agreement.

1. This Contract is entered into between the County of Solano and the Contractor named below:

CONTRACTOR'S NAME

2. The Term of this Contract is:

3. The maximum amount of this Contract 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 this Contract:

Exhibit A – Scope of Work

Exhibit B – Budget Detail and Payment Provision

Exhibit C – General Terms and Conditions

Exhibit D – Special Terms and Conditions

The parties have executed this Contract as of the ___ day of _____, 20___.

CONTRACTOR	COUNTY OF SOLANO
CONTRACTOR'S NAME	AUTHORIZED SIGNATURE DATED
SIGNATURE DATED	TITLE
PRINTED NAME AND TITLE	ADDRESS
ADDRESS	CITY STATE ZIP CODE
CITY STATE ZIP CODE	Approved as to Content:
	DEPARTMENT HEAD OR DESIGNEE DATED
	Approved as to Form:
	COUNTY COUNSEL DATED

Rev. 01/19/07

CONTRACT MUST BE EXECUTED BEFORE WORK CAN COMMENCE

SAMPLE

EXHIBIT A

SCOPE OF WORK

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

[Actual Budget and Payment Plan to be negotiated upon contract award.]

1. METHOD OF PAYMENT

Upon submission of an invoice by Contractor, and upon approval of County's representative, County shall pay Contractor monthly in arrears for fees and expenses incurred the prior month, up to the maximum amount provided for on the Standard Contract. Each invoice must specify services rendered, to whom, date of service and the accrued charges.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

1. CLOSING OUT

County will pay Contractor's final claim for payment providing Contractor has paid all financial obligations undertaken pursuant to this Contract. If Contractor has failed to pay all obligations outstanding, County will withhold from Contractor's final claim for payment the amount of such outstanding financial obligations owed by Contractor. Contractor is responsible for County's receipt of a final claim for payment 30 days after termination of this Contract.

2. TIME

Time is of the essence in all terms and conditions of this Contract.

3. TIME OF PERFORMANCE

Work will not begin, nor claims paid for services under this Contract until all Certificates of Insurance, business and professional licenses/certificates, IRS ID number, signed W-9 form, or other applicable licenses or certificates are on file with the County's Contract Manager.

4. TERMINATION

A. This Contract may be terminated by County or Contractor, at any time, with or without cause, upon 30 days written notice from one to the other, unless otherwise provided for in Exhibit D.

B. County may terminate this Contract immediately upon notice of Contractor's malfeasance.

C. Following termination, County will reimburse Contractor for all expenditures made in good faith that are unpaid at the time of termination not to exceed the maximum amount payable under this Contract unless Contractor is in default of the Contract.

5. SIGNATURE AUTHORITY

The parties executing this Contract certify that they have the proper authority to bind their respective entities to all terms and conditions set forth in this Contract.

6. WARRANTY

A. County relies upon Contractor's professional ability and training as a material inducement to enter into this Contract. Contractor warrants that Contractor will perform the work according to generally accepted professional practices and standards and the requirements of applicable federal, state and local laws. County's acceptance of Contractor's work shall not constitute a waiver or release of Contractor from professional responsibility.

B. Contractor further warrants that Contractor possesses current valid appropriate licensure, including, but not limited to, drivers license, professional license, certificate of tax-exempt status, or permits, required to perform the work under this Contract.

7. INSURANCE

A. Without limiting Contractor's obligation to indemnify County, Contractor must procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work under this Contract and the results of that work by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. Minimum Scope of Insurance

Coverage must be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (occurrence Form CG 00 01).

(2) Insurance Services Office Form Number CA 00 01 covering Automobile Liability, code1 (any auto).

(3) Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

C. Minimum Limits of Insurance
Contractor must maintain limits no less than:

(1) General Liability: (Including operations, products and completed operations.)	**$5,000,000**	per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
(2) Automobile Liability:	**$1,000,000**	per accident for bodily injury and property damage.
(3) Workers' Compensation:	As required by the State of California.	
(4) Employer's Liability:	**$1,000,000**	per accident for bodily injury or disease.

D. If Contractor maintains higher limits than the minimums shown above, County is entitled to coverage for the higher limits maintained by Contractor.

E. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by County. At the option of County, either:

(1) The insurer will reduce or eliminate such deductibles or self-insured retentions with respect to County, its officers, officials, agents, employees and volunteers; or

(2) Contractor must provide a financial guarantee satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

F. Other Insurance Provisions

The general liability and automobile liability policies must contain, or be endorsed to contain, the following provisions:

(1) The County of Solano, its officers, officials, agents, employees, and volunteers must be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of Contractor; and with respect to liability arising out of work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations. General Liability coverage shall be provided in the form of an Additional Insured endorsement (CG 20 10 11 85 or equivalent) to Contractor's insurance policy, or as a separate owner's policy.

(2) For any claims related to work performed under this Contract, Contractor's insurance coverage must be primary insurance with respect to the County of Solano, its officers, officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, agents, employees, or volunteers is excess of Contractor's insurance and shall not contribute to it.

(3) Each insurance policy required by this clause must be endorsed to state that coverage may not be canceled by Contractor, except after 30 days prior written notice has been provided to County.

G. Waiver of Subrogation

(1) Contractor agrees to waive subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation.

(2) The Workers' Compensation policy must be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents and subcontractors.

H. Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII unless otherwise acceptable to County.

I. Verification of Coverage

(1) Contractor must furnish County with original certificates and endorsements effecting coverage required by this Contract.

(2) The endorsements should be on forms provided by County or, if on other than County's forms, must conform to County's requirements and be acceptable to County.

(3) County must receive and approve all certificates and endorsements before work commences.

(4) However, failure to do so shall not operate as a waiver of these insurance requirements.

(5) County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

8. BEST EFFORTS

Contractor warrants that Contractor will at all times faithfully, industriously and to the best of his/her/its ability, experience and talent, perform to County's reasonable satisfaction.

9. DEFAULT

A. If Contractor defaults in Contractor's performance, County shall promptly notify Contractor in writing. If Contractor fails to cure a default within 30 days after notification, unless otherwise specified in Exhibit D, or if the default requires more than 30 days to cure and Contractor fails to commence to cure the default within 30 days after notification, then Contractor's failure shall terminate this Contract.

B. If Contractor fails to cure default within the specified period of time, County may elect to cure the default and any expense incurred shall be payable by Contractor to County.

C. If County serves Contractor with a notice of default and Contractor fails to cure the default, Contractor waives any further notice of termination of this Contract.

D. If this Contract is terminated because of Contractor's default, County shall be entitled to recover from Contractor all damages allowed by law.

10. INDEMNIFICATION

A. Contractor will indemnify, hold harmless and assume the defense of the County of Solano, its officers, employees, agents and elective and appointive boards from all claims, losses, damages, including property damages, personal injury, death and liability of every kind, directly or indirectly arising from Contractor's operations or from any persons directly or indirectly employed by, or acting as agent for, Contractor, excepting the sole negligence or willful misconduct of the County of Solano. This indemnification shall extend to claims, losses, damages, injury and liability for injuries occurring after completion of Contractor's services, as well as during the progress of rendering such services.

B. Acceptance of insurance required by this Contract does not relieve Contractor from liability under this indemnification clause. This indemnification clause shall apply to all damages or claims for damages suffered by Contractor's operations regardless if any insurance is applicable or not.

11. INDEPENDENT CONTRACTOR

A. Contractor is an independent contractor and not an agent, officer or employee of County. The parties mutually understand that this Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association.

B. Contractor shall have no claim against County for employee rights or benefits including, but not limited to, seniority, vacation time, vacation pay, sick leave, personal time off, overtime, medical, dental or hospital benefits, retirement benefits, Social Security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, disability retirement benefits, paid holidays or other paid leaves of absence.

C. Contractor is solely obligated to pay all applicable taxes, deductions and other obligations including, but not limited to, federal and state income taxes, withholding, Social Security,

unemployment, disability insurance, Workers' Compensation and Medicare payments.

D. Contractor shall indemnify and hold County harmless from any liability which County may incur because of Contractor's failure to pay such obligations.

E. As an independent contractor, Contractor is not subject to the direction and control of County except as to the final result contracted for under this Contract. County may not require Contractor to change Contractor's manner of doing business, but may require redirection of efforts to fulfill this Contract.

F. Contractor may provide services to others during the same period Contractor provides service to County under this Contract.

G. Any third persons employed by Contractor shall be under Contractor's exclusive direction, supervision and control. Contractor shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

H. As an independent contractor, Contractor shall indemnify and hold County harmless from any claims that may be made against County based on any contention by a third party that an employer-employee relationship exists under this Contract.

I. Contractor, with full knowledge and understanding of the foregoing, freely, knowingly, willingly and voluntarily waives the right to assert any claim to any right or benefit or term or condition of employment insofar as they may be related to or arise from compensation paid hereunder.

12. RESPONSIBILITIES OF CONTRACTOR

A. The parties understand and agree that Contractor possesses the requisite skills necessary to perform the work under this Contract and County relies upon such skills. Contractor pledges to perform the work skillfully and professionally. County's acceptance of Contractor's work does not constitute a release of Contractor from professional responsibility.

B. Contractor verifies that Contractor has reviewed the scope of work to be performed under this Contract and agrees that in Contractor's professional judgment, the work can and shall be completed for costs within the maximum amount set forth in this Contract.

C. To fully comply with the terms and conditions of this Contract, Contractor shall:

(1) Establish and maintain a system of accounts for budgeted funds that complies with generally accepted accounting principles for government agencies;

(2) Document all costs by maintaining complete and accurate records of all financial transactions associated with this Contract, including, but not limited to, invoices and other official documentation that sufficiently support all charges under this Contract;

(3) Submit monthly reimbursement claims for expenditures that directly benefit Solano County;

(4) Be liable for repayment of any disallowed costs identified through quarterly reports, audits, monitoring or other sources; and

(5) Retain financial, programmatic, client data and other service records for 3 years from the date of the end of the contract award or for 3 years from the date of termination, whichever is later.

13. COMPLIANCE WITH LAW

A. Contractor shall comply with all federal, state and local laws and regulations applicable to Contractor's performance, including, but not limited to, licensing, employment and purchasing practices, wages, hours and conditions of employment.

B. Contractor warrants that it will comply with the appropriate cost principles and administrative requirements including claims for payment or reimbursement by County as outlined in the Applicable Cost Principles and Administrative Requirements table below, as currently enacted or as may be amended throughout the term of this Contract.

Applicable Cost Principles and Administrative requirements		
The federal cost principles and administrative requirements associated with each organization type apply to that organization.		
Organization Type	**Cost Principles**	**Administrative Requirements**
Federal Governments	2 CFR Part 225	OMB A-102
State and Local Government	2 CFR, Part 225	49 CFR, Part 18
Educational Institutions	2 CFR, Part 220	2 CFR, Part 215
Non-Profit Organizations	2 CFR, Part 230	2 CFR, Part 215
For Profit Organizations	48 CFR, Chapter 1, Part 31	49 CFR, Part 18
CFR (Code of Federal Regulations) **OMB (Office of Management and Budget)**		
Related URLs: • Various OMB Circular: http://www.whitehouse.gov/omb/grants_circulars • Code of Federal Regulations: http://www.gpoaccess.gov/CFR		

14. CONFIDENTIALITY

A. Contractor shall prevent unauthorized disclosure of names and other client-identifying information, except for statistical information not identifying a particular client.

B. Contractor shall not use client specific information for any purpose other than carrying out Contractor's obligations under this Contract.

C. Contractor shall promptly transmit to County all requests for disclosure of confidential information.

D. Except as otherwise permitted by this Contract or authorized by the client, Contractor shall not disclose any confidential information to anyone other than the State without prior written authorization from County.

E. For purposes of this section, identity shall include, but not be limited to, name, identifying number, symbol or other client identifying particulars, such as fingerprints, voice print or photograph. Client shall include individuals receiving services pursuant to this Contract.

15. CONFLICT OF INTEREST

A. Contractor warrants that Contractor and/or Contractor's employees and/or their immediate families and/or Board of Directors and/or officers have no interest, including, but not limited to, other projects or independent contracts, and shall not acquire any interest, direct or indirect, including separate contracts for the work to be performed hereunder, which conflicts with the rendering of services under this Contract. Contractor shall employ or retain no such person while rendering services under this Contract. Services rendered by Contractor's associates or employees shall not relieve Contractor from personal responsibility under this clause.

B. Contractor has an affirmative duty to disclose to County in writing the name(s) of any person(s) who have an actual, potential or apparent conflict of interest.

16. DRUG FREE WORKPLACE

Contractor warrants that Contractor is knowledgeable of Government Code section 8350 et. seq., regarding a drug free workplace and shall abide by and implement its statutory requirements.

17. HEALTH AND SAFETY STANDARDS

Contractor shall abide by all health and safety standards set forth by the State of California and/or the County of Solano pursuant to the Injury and Illness Prevention Program. If applicable, Contractor must receive all health and safety information and training.

18. CHILD/ADULT ABUSE

If services pursuant to this Contract will be provided to children and/or elder adults, Contractor warrants that Contractor is knowledgeable of the Child Abuse and Neglect Reporting Act (Penal Code section 11164 et seq.) and the Elder Abuse and Dependent Adult Civil Protection Act (Welfare and Institutions Code section 15600 et seq.) requiring reporting of suspected abuse.

19. INSPECTION

Authorized representatives of County, the state and/or the federal government may inspect and/or audit Contractor's performance, place of business and/or records pertaining to this Contract.

20. NONDISCRIMINATION

A. In rendering services under this Contract, Contractor shall comply with all applicable federal, state and local laws, rules and regulations and shall not discriminate based on age, ancestry, color, gender, marital status, medical condition, national origin, physical or mental disability, race, religion, sexual orientation, or other protected status.

B. Further, Contractor shall not discriminate against its employees, which includes, but is not limited to, employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

21. SUBCONTRACTOR AND ASSIGNMENT

A. Services under this Contract are deemed to be personal services.

B. Contractor shall not subcontract any work under this Contract nor assign this Contract or monies due without the prior written consent of the County's Contract Manager, the County's applicable Department Head or his or her designee and the County Administrator subject to any required state or federal approval.

C. If County consents to the use of Subcontractors, Contractor shall require and verify that its subcontractors maintain insurance meeting all the requirements stated in Section 7 above.

D. Assignment by Contractor of any monies due shall not constitute an assignment of the Contract.

22. UNFORESEEN CIRCUMSTANCES

Contractor is not responsible for any delay caused by natural disaster, war, civil disturbance, labor dispute or other cause beyond Contractor's reasonable control, provided Contractor gives written notice to County of the cause of the delay within 10 days of the start of the delay.

23. OWNERSHIP OF DOCUMENTS

A. County shall be the owner of and shall be entitled to possession of any computations, plans, correspondence or other pertinent data and information gathered by or computed by Contractor prior to termination of this Contract by County or upon completion of the work pursuant to this Contract.

B. No material prepared in connection with the project shall be subject to copyright in the United States or in any other country.

24. NOTICE

A. Any notice necessary to the performance of this Contract shall be given in writing by personal delivery or by prepaid first-class mail addressed as stated on the first page of this Contract.

B. If notice is given by personal delivery, notice is effective as of the date of personal delivery. If notice is given by mail, notice is effective as of the day following the date of mailing or the date of delivery reflected upon a return receipt, whichever occurs first.

25. NONRENEWAL

Contractor acknowledges that there is no guarantee that County will renew Contractor's services under a new contract following expiration or termination of this Contract. Contractor waives all rights to notice of non-renewal of Contractor's services.

26. COUNTY'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS

A. The County's obligation under this Contract is subject to the availability of authorized funds. The County may terminate the Contract, or any part of the Contract work, without prejudice to any right or remedy of the County, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Contract, or any subsequent Amendment, the County may, upon written Notice to the Contractor, terminate this Contract in whole or in part.

B. Payment shall not exceed the amount allowable for appropriation by the County Board of Supervisors. If the Contract is terminated for non-appropriation:

i. The County will be liable only for payment in accordance with the terms of this Contract for services rendered prior to the effective date of termination; and

ii. The Contractor shall be released from any obligation to provide further services pursuant to this Contract that are affected by the termination.

C. Funding for this Contract beyond the current appropriation year is conditional upon appropriation by the Board of Supervisors of sufficient funds to support the activities described in this Contract. Should such an appropriation not be approved, this Contract will terminate at the close of the current Appropriation Year.

D. This Contract is void and unenforceable if all or part of federal or State funds applicable to this Contract are not available to County. If applicable funding is reduced, County may either:

(1) Cancel this Contract; or,

(2) Offer a contract amendment reflecting the reduced funding.

27. CHANGES AND AMENDMENTS

A. County may request changes in Contractor's scope of services. Any mutually agreed upon changes, including any increase or decrease in the amount of Contractor's compensation, shall be effective when incorporated in written amendments to this Contract.

B. The party desiring the revision shall request amendments to the terms and conditions of this Contract in writing. Any adjustment to this Contract shall be effective only upon the parties' mutual execution of an amendment in writing.

C. No verbal agreements or conversations prior to execution of this Contract or requested Amendment shall affect or modify any of the terms or conditions of this Contract unless reduced to writing according to the applicable provisions of this Contract.

28. CHOICE OF LAW

The parties have executed and delivered this Contract in the County of Solano, State of California. The laws of the State of California shall govern the validity, enforceability or interpretation of this Contract. Solano County shall be the venue for any action or proceeding, in law or equity that may be brought in connection with this Contract.

29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT

Contractor warrants that it is knowledgeable of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and its implementing regulations issued by the U.S. Department of Health and Human Services (45 C.F.R. Parts 160-64) regarding the protection of health information obtained, created, or exchanged as a result of this Contract and shall abide by and implement its statutory requirements.

30. WAIVER

Any failure of a party to assert any right under this Contract shall not constitute a waiver or a termination of that right, under this Contract or any provision of this Contract.

31. CONFLICTS IN THE CONTRACT DOCUMENTS

The Contract documents are intended to be complementary and interpreted in harmony so as to avoid conflict. In the event of conflict in the Contract documents, the parties agree that the document providing the highest quality and level of service to the County shall supersede any inconsistent term in these documents.

32. FAITH BASED ORGANIZATIONS

A. Contractor agrees and acknowledges that County may make funds available for programs or services affiliated with religious organizations under the following conditions: (a) the funds are made available on an equal basis as for programs or services affiliated with non-religious organizations; (b) the program funded does not have the substantial effect of supporting religious activities; (c) the funding is indirect, remote, or incidental to the religious purpose of the organization; and (d) the organization complies with the terms and conditions of this resolution.

B. Contractor agrees and acknowledges that County may not make funds available for programs or services affiliated with a religious organization (a) that has denied or continues to deny access to services on the basis of race, color, religion, ancestry, national origin, sex, citizenship, or known disability; (b) will use the funds for a religious purpose; (c) will use the funds for a program or service that subjects its participants to religious education.

C. Contractor agrees and acknowledges that all recipients of funding from County must: (a) comply with all legal requirements and restrictions imposed upon government-funded activities set forth in Article IX, section 8 and Article XVI, section 5 of the California Constitution and in the First Amendment to the United States Constitution; and (b) segregate such funding from all funding used for religious purposes.

33. PRICING

Should Contractor, at any time during the term of this Contract, provide the same goods or services under similar quantity, terms and conditions to one or more counties in the State of California at prices below those set forth in this Contract, then the parties agree to amend this Contract so that such lower prices shall be extended immediately to County for all future services.

34. USE OF PROVISIONS, TERMS, CONDITIONS AND PRICING BY OTHER PUBLIC AGENCIES

Contractor and County agree that the terms of this Contract may be extended to any other public agency located in the State of California, as provided for in this section. Another public agency wishing to use the provisions, terms, and pricing of this Contract to contract for equipment and services comparable to that described in this Contract shall be responsible for entering into their own contract with Contractor, as well as providing for their own payment provisions, making all payments, and obtaining any certificates of insurance and bonds that may be required. County is not responsible for providing to any other government agency any documentation relating this Contract or its implementation. Any government agency that uses provisions, terms, or pricing of this Contract shall by virtue of doing so be deemed to indemnify and hold harmless County from all claims, demands, or causes of actions of every kind arising directly or indirectly with the use of this Contract. County makes no guarantee of usage by other users of this Contract nor shall the County incur any financial responsibility in connection with any contracts entered into by another government agency. Such other government agency shall accept sole responsibility for placing orders and making payments to Contractor.

35. DISBARMENT OR SUSPENSION OF CONTRACTOR

A. Contractor warrants that its officers, directors and employees (i) are not currently excluded, debarred, or otherwise ineligible to participate in the federal health programs as defined in 42 USC § 1320a-7b(f) (the "Federal Healthcare Programs") or any state healthcare programs; (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services but have not yet been excluded, debarred, or otherwise declared ineligible to participate in the Federal Healthcare Programs or any state healthcare programs, and (iii) are not, to the best of its knowledge, under investigation or otherwise aware of any circumstances which may result in Contractor being excluded from participation in the Federal Healthcare Programs or any state healthcare programs.

B. This representation and warranty shall be an ongoing representation and warranty during the term of this Contract and Contractor must immediately notify the County of any change in the status of the representations and warranty set forth in this section.

C. If services pursuant to this Contract involve healthcare programs, Contractor agrees to provide certification of non-suspension with submission of each invoice. Failure to submit certification with invoices will result in a delay in County processing of Contractor's payment.

36. EXECUTION IN COUNTERPARTS

This Contract may be executed in duplicate originals, each of which is deemed to be an original, but when taken together shall constitute one instrument. Facsimile copies shall be deemed to be original copies.

37. LOCAL EMPLOYMENT POLICY

Solano County desires, whenever possible, to hire qualified local residents to work on County projects. A local resident is defined as a person who resides in, or a business that is located in, Solano County. The County encourages an active outreach program on the part of its contractors, consultants and agents. When local projects require subcontractors, Contractor shall solicit proposals for qualified local residents where possible.

38. ENTIRE CONTRACT

This Contract, including any exhibits referenced, constitutes the entire agreement between the parties and there are no inducements, promises, terms, conditions or obligations made or entered into by County or Contractor other than those contained.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. ADDITIONAL INSURANCE

(1) Errors and Omissions insurance against loss due to negligent acts, errors and/or omissions, in an amount no less than one million dollars ($1,000,000) combined single limit per claim and in the aggregate. The policy shall be written on an occurrence form or shall remain in full force and effect for no less than 3 years following the completion of work under this Contract.

ATTACHMENT 1

EVALUATION CRITERIA

	Points
Experience	**40**

- Experience performing tasks listed in Sections 3.01 of the RFQ.
- Resumes/biographies of personnel involved.
- History of litigation, felonies and bankruptcy.
- Financial disclosure and financial strength of respondent
- Overall experience in providing armored courier services

Technical Experience	**20**

- Discussion of activities and approach to be performed as described in the Sections 3.01 Scope of Work.
- Technical abilities in transporting cash, coin, check, and other negotiable items to a deposit or processing facility.
- Contingencies for larger deposit amounts and variable pickup schedules
- Insurance coverage

Cost Proposal	**40**

- The Cost Proposal shall specifically record the exact cost proposed. The dollar amount(s) identified in the Proposed Cost section shall incorporate the maximum cost for the proposed scope of services to start January 1st and run through December 31, 2015 unless extended at the option of the County.
- Treasurer Tax Collector County Clerk staff shall score cost for all responses.

Total Points Possible	**100**

CUSTOMER REFERENCE STATEMENT **ATTACHMENT 2**

Supply three (3) references of government agencies and/or firms for whom bidder has provided similar services during the last three (3) years:

1. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
2. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Email address:	
Type of Service:	
Dates(s) when service provided	
3. Agency or Firm Name:	
Business Address:	
Mailing Address:	
Contact Person:	
Telephone:	
Type of Service:	
Dates(s) when service provided	

I hereby certify I have performed the work listed above.

_____
Name and Signature of Proposer's Authorized Representative

RETURN WITH BID

ATTACHMENT 3

NON-COLLUSION DECLARATION PURSUANT TO PUBLIC CONTRACT CODE SEC. 7106

The undersigned declares: I am the _____ of _____, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on (date) _____, (city) _____ (state) _____.

RETURN WITH BID

ATTACHMENT 4

CERTIFICATION OF COMPLIANCE

RFQ NO. R-1025-13

Company Name

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

a) the laws of the County of Solano; http://www.solanocounty.com/countycode.asp

b) Title VI of the federal Civil Rights Act of 1964; http://www.usdoj.gov/crt/cor/coord/titlevi.htm

c) Title IX of the federal Education Amendments Act of 1972; http://www.usdoj.gov/crt/cor/coord/titleix.htm

d) the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government; http://www.usdoj.gov/jmd/ps/4-1.html

e) the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government; http://www.ada.gov/pubs/ada.htm

f) All contract employees performing services and/or work as a result of this solicitation must have documented legal authority to work in the United States of America,

g) the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,

h) the condition that no amount shall be paid directly or indirectly to an employee or official of the County of Solano as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the Procurement under this RFP.

Bidder's Signature **Date**

RETURN WITH BID

RESERVATIONS **ATTACHMENT 5**

County of Solano Hereby Reserves the Following Rights:

The County of Solano exclusively reserves the sole and independent right to make an award in whole or in part or any varying combination of the following requirements that will be in the best interest of the County not necessarily to the lowest Contractor but to the bid determined to be professionally and technically able to render services and perform associated work in support of the department and fulfill all contract requirements. Furthermore, the County reserves the sole and independent right to waive minor administrative and technical variances or irregularities in any bid.

Contractors must quote on each item separately. Prices must be stated in units as specified.

All pricing to be quoted in accordance with terms, conditions and specifications as contained in Bid No. R-1025-13

Right of Rejection

The County reserves the right, at its sole discretion, to reject any and all bids, or to cancel this IFB in part or in its entirety.

The County reserves the right, at its sole discretion, to waive any variances in proposals provided such action is in the best interest of the County.

The County reserves the unilateral right to amend this IFB at any time. The County also reserves the right to cancel or reissue the IFB at its sole discretion.

Any bid received which does not meet the requirements of this IFB, may be considered to be non-responsive, and may be rejected. The County may reject any bid that does not comply with all of the terms, conditions, and performance requirements of this IFB.

To cancel any award and re-solicit bids for services herein specified due to the increased or added costs, if in its opinion increased prices are greater than those of the general market.

To cancel any award and re-solicit bids in the event services cannot commence with ten (10) days after the specified date for start of work.

To reject any and all proposals considered not to be in the best interest of the County.

To waive any and all minor irregularities in bids.

To reduce or increase any specification, in whole or in part due to budget constraints.

_____ _____
Contractor Signature Date

Print Name_____

Company Name_____

RETURN WITH BID

ATTACHMENT 6

COST PROPOSAL FORMAT

RFQ # R-1025-13

_____
Responder Name

NOTICE TO RESPONDER:

The Responder shall indicate below the offered price for providing all services proposed including all services as defined in the *Proposed statement of work* of the subject RFQ. This Cost Proposal must specifically record below the exact cost amount(s) proposed in the appropriate space(s) as required herein. Said cost proposed must incorporate all cost for the proposed scope of services for the total contract period.

The Cost Proposal shall detail only the cost proposed as required, and shall not detail any other rates, amounts, or information. It shall not detail any text that could be construed as a qualification of the cost proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be non-responsive and reject it.

The proposer must sign and date the Cost Proposal.

SERVICE	ONCE A WEEK	TWICE A WEEK T &TH	THREE TIMES A WEEK M. W. F	FIVE DAYS A WEEK M-F	TOTAL
Same day pickup and delivery.					
Pickup and next day delivery.					
Fuel surcharge (please include a general list of circumstances under which a fuel surcharge may be imposed.)					
Other service (Identify)					

The proposed cost and the submitted technical proposal associated with this cost shall remain valid for at least **180** days subsequent to the date of the Cost Proposal opening and thereafter in accordance with any resulting contract between the Responder and the County.

_____
Proposer Signature **Date**

RETURN WITH BID

ATTACHMENT 7

Submittal Check List

All items listed below shall be included in submittal package at time of delivery to County Offices as per the Request for Qualifications. This list is intended to assist responding firms. It is the sole responsibility of each responding firm to

1. Addressed to: County of Solano
   Treasurer-Tax Collector-County Clerk
   675 Texas Street, Suite 1900
   Fairfield, CA 94533
   Attn: Michael Cooper
   RFQ No.: R-1025-13

2. Received by County no later than 3:00 P.M., Pacific Daylight Savings Time on November 21, 2012.

3. One (1) clearly marked original hard copy, (1) electronic copy (Thumb drive) of SOQ Submittal in format specified in Part IV of RFQ including Cost Proposal.

4. Statement of acknowledgement of review and acceptance (with or without qualification) of the County's Standard Contract Agreement (EXHIBIT A, B, C and D).

5. Fax or email copies of SOQ will **not** be accepted.

6. Customer Reference Statement.

7. Non-Collusion Affidavit.

8. Certificate of Compliance Form.

9. County Reservation.

10. Cost Proposal.