## STATE OF MARYLAND MARYLAND JUDICIARY ADMINISTRATIVE OFFICE OF THE COURTS (AOC) REQUEST FOR PROPOSALS (RFP) # 3477

This procurement is being conducted as a Small Procurement as described in the Maryland Judiciary Procurement Policy, not to exceed \$25,000.00.

#### 1.0 Summary Statement

The Maryland Judiciary seeks to retain the services of an armored courier for the Montgomery County Circuit Court Clerk's Office at 50 Maryland Ave, Room 2420, Rockville, Maryland 20850. Services shall be provided daily on weekdays, excluding legal holidays as well as other designated "closed day.

#### 1.1 Background

The Circuit Court for Montgomery County is located in Rockville, Maryland, is part of the Sixth Judicial Circuit for Montgomery County, Maryland. Montgomery County Circuit Court is the trial court of general jurisdiction that has full common law equity powers in all civil and criminal cases, along with additional powers and jurisdiction conferred by the Constitution. It is the only Court in the County having the authority to conduct jury trials. Its jurisdiction is very broad and it handles major civil cases and more serious criminal cases.

The mission of the Circuit Court is to serve the Sixth Judicial Circuit residents in the determination of litigation in serious criminal matters, substantive civil cases, domestic and child support cases in accordance with the Constitution while administering justice in an honest, fair, and efficient manner.

#### 1.2 Scope of Work

- 1.2.1 The Contractor shall furnish all labor, materials, equipment, and vehicles to provide armored car services for the daily pick-up and delivery of bank deposits (cash and checks) in sealed bags, to designated banks, from the Montgomery County Circuit Court and according to the specifications, applicable codes and Federal and State laws and regulations.
- 1.1.1 All bank deposits must be deposited into the designated bank no later than the next business day.
- 1.1.2 Contractor shall provide the service Monday through Friday between the hours of 11:00 am thru 11:30 am. No service is required on weekends or State Holidays. In addition, service will not be needed on all other non-working days, so designated by the Chief Judge, and official general election days.
- 1.1.3 Note: Please visit http://www.courts.state.md.us/holidays.html for holiday dates.
- 1.1.4 In the event that a pickup cannot be made, Contractor shall notify the Montgomery County Circuit Court within the hour. If pickups are not made, the Contractor shall issue a credit for any/all missed days of service.

- 1.1.5 The Contractor shall provide a list of its local Operations Managers, with phone numbers and email, to the Montgomery County Circuit Court.
- 1.1.6 Schedule of Daily (Monday through Friday) Services:

Pick-up time: 11:00 am thru 11:30 am

Pick Up from: Circuit Court for Montgomery County

50 Maryland AVE, Room 2420 Rockville, Maryland 20850

Deliver one (1) package to:

Bank of America 275 N Washington Street Rockville, Maryland MD 20850

Deliver one (1) package to:

Sandy Spring Bank 611 Rockville Pike Rockville, Maryland 20852

#### 1.3 Contractor Qualifications

- 1.3.1 The Contractor must be bonded and insured for up to \$250,000.00 per day to carry mail containing payments of checks and cash.
- 1.3.2 The Contractor shall at all times during the term of the Contract maintain in full force and effect, the policies of insurance required by this Section. Evidence that the required insurance coverage has been obtained shall be provided by Certificates of Insurance duly issued and certified by the insurance company or companies furnishing such insurance. Such evidence of insurance must be submitted to the AOC Office of Procurement with the technical proposal.
- 1.3.3 All insurance policies shall be endorsed to provide that the insurance carrier will be responsible for providing immediate and positive notice to the AOC in the event of cancellation or restriction of the insurance policy by either the insurance carrier or the Contractor, at least 60 days prior to any such cancellation or restriction. All insurance policies shall name as an additional insured the Administrative Office of the Courts and the Maryland Judiciary.
- 1.3.4 The limits required below may be satisfied by either individual policies or a combination of individual policies and an umbrella policy. The requiring of any and all insurance as set forth in this RFP, or elsewhere, shall be in addition to and not in any way in substitution for all the other protection provided under the Contract.
- 1.3.5 No acceptance and/or approval of any insurance by AOC, or the Manager of Procurement, shall be construed as relieving or excusing the Contractor from any liability or obligation imposed upon it by the provisions of the Contract.
  - A. The Contractor shall maintain Worker's Compensation insurance as required by the laws of the State of Maryland and including Employer's Liability coverage with a minimum limit

of \$500,000-each accident; \$500,000 disease each employee; and \$500,000 disease policy limit.

- B. Occurrence forms of comprehensive general liability insurance covering the full scope of this agreement with limits not less that \$1,000,000 per occurrence and \$2,000,000 aggregate for personal or bodily injuries and \$1,000,000 per occurrence and aggregate for property damage. A combined single limit per occurrence of \$2,000,000 is acceptable. All policies issued shall include permission for partial or total occupancy of the premises by or for the Administrative Office of the Courts within the scope of this Contract. Such insurance shall include but shall not be limited to, the following:
- C. Comprehensive general liability insurance including a comprehensive broad form endorsement and covering: a) all premises-operations, b) completed operations, c) independent Contractors, d) liability assumed by oral or written contract or agreement, including this contract, e) additional interests of employees, f) notice of occurrence, g) knowledge of occurrence by specified official, h) unintentional errors and omissions, i) incidental (contingent) medical malpractice, j) extended definition of bodily injury, k) personal injury coverage (hazards A and B) with no exclusions for liability assumed contractually or injury sustained by employees of Contractor, l) broad form coverage for damage to property of the Administrative Office of the Courts, as well as other third parties resulting from completion of the Contractor's services.
- D. Comprehensive business automobile liability insurance covering use of any motor vehicle to be used in conjunction with this contract, including hired automobiles and non-owned automobiles.
- E. Comprehensive Automobile Liability:

Limit of Liability \$1,000,000 Bodily Injury \$1,000,000 Property Damage

- 1.3.6 In addition to owned automobiles, the coverage shall include hired automobiles and non-owned automobiles with the same limits of liability.
- 1.3.7 The insurance required under sub paragraphs (A), (B), (C) and (D) above shall provide adequate protection for the Contractor against claims which may arise from the Contract, whether such claims arise from operations performed by the Contractor or by anyone directly or indirectly employed by him, and also against any special hazards which may be encountered in the performance of the Contract. In addition, all policies required must not exclude coverage for equipment while rented to other.
- 1.3.8 Any of the work under the Contract is subcontracted, the Contractor shall require subcontractors, or anyone directly or indirectly employed by any of them to procure and maintain the same coverage's in the same amounts specified above.
- 1.3.8 The Contractor and its employees must pass a criminal/traffic background investigation, must maintain a current, valid driver's license and all appropriate insurance.
- 1.3.9 The Contractor shall provide uniformed personnel.
- 1.3.10 The Contractor shall provide a clearly marked and armored vehicle.

- 1.3.11 The Contractor shall guarantee daily service with back-up personnel and vehicle to ensure daily pick-up and delivery.
- 1.3.12 The Contractor must be registered with the Maryland Department of Assessments and Taxation and must be in good standing.

#### 1.4 Contract Type

The resulting contract shall be a firm fixed price, indefinite delivery/indefinite quantity (IDIQ) which shall be all inclusive and encompass all requirements in the RFP.

#### 1.5 Contract Term

The term of the Contract that results from this RFP shall be begin on September 1, 2015 and end on August 30, 2016. The AOC, at its sole option, shall have unilateral right to extend the contract for up to and including two (2) one year terms, if any.

#### 1.6 Procurement Officer

The sole point-of-contact for purposes of this RFP prior to the award of any Contract shall be the Procurement Officer listed below:

Karen Hoang, Procurement Specialist Maryland Judiciary, Administrative Office of the Courts Telephone: 410-260-1582

Email: karen.hoang@mdcourts.gov

#### 1.7 Form of Response

Proposals must be in writing.

- ➤ Technical Proposal must include a written response to the Scope of Work that demonstrates the offeror's capabilities and experience in providing the required services. A Certificate of Insurance must be provided with the proposal.
- ➤ Price proposal must include the fully loaded fixed price for the specified services proposed using Attachment A (Price Proposal Form)

#### 1.8 Proposal Closing Date

All proposals must be received by the Procurement Officer, via email, at the email address listed in Section 1.6, no later than **2:00 PM** (local time) on August **20, 2015** in order to be considered.

#### 1.9 Award Determination

The Contract resulting from this RFP will be awarded to the Offeror whose proposal is determined to be the most advantageous to the State based on the evaluated spectrum of proposed services and price.

### **Attachment A - Price Proposal Form**

# COURIER SERVICES FOR MONTGOMERY COUNTY CIRCUIT COURT CLERK'S OFFICE

Daily Rates shall be all inclusive.

Coverage Period	\$ Daily Rate	x Number of days	\$ Total	
*Year 1 September 1, 2015 – August 30, 2016		260 days		
*Renewal Option 1 September 1, 2016- August 30, 2017		260 days		
*Renewal Option 2 September 1, 2017- August 30, 2018		260 days		
GRAND TOTAL( year 1 through 3) :				

The average number of work days per year is **260**. Estimated days are for evaluation purposes only and not for billing purposes.

\*Fully loaded fixed price that includes all direct and indirect costs and profit for the Contractor to perform. Indirect costs shall include all costs that would normally be considered general and administrative costs and/or travel costs, or which in any way are allocated by the Contractor against direct labor hours as a means of calculating profit or recouping costs which cannot be directly attributable to the Contract.

Submitted by (signature required):	Date:	
Printed Name and Title:	Telephone Number:	
Company Name:	Company Address:	
FEIN Number:	Email	