SUBJECT: PIGGYBACK COUNTY OF VOLUSIA RFP#16-B-155JRD FOR PRISONER TRANSPORT SERVICES

BID #: PSC-0513-17 **OPEN DATE: 08/23/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 25, 2019 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK CITY OF COUNTY OF VOLUSIA RFP#16-B-155JRD

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback RFP#16-B-155JRD between the County of Volusia and Brevard Extraditions, Inc., dba U.S. Prisoner Transport. The initial period of service is from date of contract execution through September 25, 2019 in the amount of $300,000.00. Option period one (1) September 26, 2019 through September 25, 2020. Option period two (2) September 26, 2020 through September 25, 2021. The not to exceed expenditure amount for the initial period is $50,000.00 in FY-17, $110,000.00 in FY-18 and $140,000.00 in FY-19.

Funding for this award will be encumbered by account SHPP011PR-05204, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Liability Insurance; Risk Approval; Master Agreement

ANALYST: _____ STEVEN BURAKOWSKI

RESPECTFULLY SUBMITTED _____ for GREGORY PEASE, CHIEF PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget & Management Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)

ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE

MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

SUBJECT: PIGGYBACK COUNTY OF VOLUSIA RFP#16-B-155JRD FOR PRISONER TRANSPORT SERVICES

BID #: PSC-0513-17 **OPEN DATE: 08/23/2016**

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 25, 2019 WITH TWO (2) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PIGGYBACK CITY OF COUNTY OF VOLUSIA RFP#16-B-155JRD

NUMBER OF BIDS INVITED: ( ) NUMBER RECEIVED: ( ) OTHER ( )

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval ~~of award~~ to piggyback County of Volusia RFP#16-B-155JRD ~~between the~~ County of Volusia and Brevard Extraditions, Inc., dba U.S. Prisoner Transport ~~to utilize Prisoner Transport Services~~. The period of service is from date of contract execution through September 25, 2019 with two (2) one (1) year renewal option based on the County of Volusia's renewal. The not to exceed expenditure amount for the initial period is $300,000.00 with $50,000.00 in FY-17, $110,000.00 for FY-18 and $140,000.00 for FY-19.

Funding for this award will be encumbered by account SHPP011PR-05204, to be executed by formal contract through the Office of General Counsel.

ATTACHMENTS: Recommendation Memo; Liability Insurance; Risk Approval; Master Agreement

ANALYST: _____ **RESPECTFULLY SUBMITTED** _____
STEVEN BURAKOWSKI
GREGORY PEASE, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: Bill Clement, Chief of Budget & Management Division

---

(ALL AWARD ACTIONS SUBJECT TO LAWFULLY APPROPRIATED FUNDS)
ACTION OF GGAC COMMITTEE ON RECOMMENDATIONS ABOVE
MEMBERS APPROVING _____ MEMBERS DISAPPROVING _____ DATE: _____

_____ _____ OTHER: _____

_____ _____

_____ _____

ACTION OF AWARDING AUTHORITY DATE _____

APPROVED _____ DISAPPROVED _____

OTHER _____

SIGNATURE OF AUTHENTICATION _____

Jacksonville Sheriff's Office

Duval County, Florida

Mike Williams, Sheriff

501 E. Bay Street
Jacksonville, FL 32202

To: Gregory Pease
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget & Management Division

From: Mike Bruno
Director of Department of Corrections

Subject: Award Request – Piggyback Volusia County Prisoner Transport Services
Contract No. 16-B-155JRD

Date: May 24, 2017

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Prisoner Transport Services. We request authorization to utilize the County of Volusia ITB #16-B-155JRD, which was competitively procured and awarded to Brevard Extraditions, Inc., dba U.S. Prisoner Transport. The contract is an active contract between the County of Volusia and the vendor. We are requesting the award between the Jacksonville Sheriff's Office and Brevard Extraditions, Inc., dba U.S. Prisoner Transport, from date of executed contract through September 25, 2019, with two (2) one (1) year renewal options. The not to exceed expenditure amount for the initial period is $300,000.00, with $50,000.00 for FY17, $110,000.00 for FY18 and $140,000.00 for FY19, from funding source SHPP011PR – 05204.

Attached is a copy of solicitation ITB#16-B-155JRD and subsequent contract the County of Volusia and Brevard Extraditions, Inc., dba U.S. Prisoner Transport. Piggybacking on the contract will enable the Jacksonville's Sheriff's Office to obtain Prisoner Transport Services. We are requesting authorization for the contract to be executed by the Mayor's office.

Attached is a copy of the copy of the Certificate of Liability Insurance approved by Risk Management.

Please let me know if you require any additional information. Thank you for your assistance.

ACORD

APPROVED
By Ann Willis at 8:32 am, May 24, 2017

USPRI-1 OP ID: SR

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/23/2017

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Earl Bacon Agency, Inc
3131 Lonnbladh Road
P.O. Box 12039
Tallahassee, FL 32317
Richard Pressley

CONTACT NAME: Richard Pressley
PHONE (A/C, No, Ext): 850-878-2121 FAX (A/C, No): 850-878-2128
E-MAIL ADDRESS: kpressley@earlbacon.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Florida Automobile JUA	
INSURER B: Admiral Insurance Co.	
INSURER C: Evanston Insurance Co.	35378
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
U.S. Prisoner Transport
Brevard Extraditions, Inc. dba
4150 Dow Road, Suite 1
Melbourne, FL 32934

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	CLAIMS-MADE X OCCUR	X	X	CA00002246902	09/03/2016	09/03/2017	DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 250,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 2,000,000
	OTHER						Emp Ben.	$ 1,000,000
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	ANY AUTO	X		CAB0000267	07/13/2016	07/13/2017	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
C	UMBRELLA LIAB / X OCCUR						EACH OCCURRENCE	$ 2,000,000
	X EXCESS LIAB / CLAIMS-MADE			MKLV2EUL100423	09/03/2016	09/03/2017	AGGREGATE	$ 2,000,000
	DED / RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N N / A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
B	E&O			CA00002246902	09/03/2016	09/03/2017	E&O	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of Jacksonville Piggyback of Volusia County Contract No. 16-B-155JRD for prisoner transport services. City of Jacksonville,its members, officials, officers, employees and agents are named as additional insured for General Liability & Auto Liability. General Liability is Primary & Non Contributory. Waiver of Subrogation in favor of...continued.....

CERTIFICATE HOLDER

CIJAJA1

City of Jacksonville
Jacksonville Sheriff's Office
117 West Duval Street
Jacksonville, FL 32202

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

City of Jacksonville, its members, officials, officers, employees and agents applies to General Liability. 30 day notice of cancellation to City of Jacksonville applies to the General Liability policy.

APPROVED
By Ann Willis at 8:49 am, May 24, 2017

EXHIBIT A
INDEMNIFICATION

Vendor shall hold harmless, indemnify, and defend the City of Jacksonville and City's members, officers, officials, employees and agents (collectively the "Indemnified Parties") from and against, without limitation, any and all claims, suits, actions, losses, damages, injuries, liabilities, fines, penalties, costs and expenses of whatsoever kind or nature, which may be incurred by, charged to or recovered from any of the foregoing Indemnified Parties for:

1. General Tort Liability, for any negligent act, error or omission, recklessness or intentionally wrongful conduct on the part of the Indemnifying Parties that causes injury (whether mental or corporeal) to persons (including death) or damage to property, whether arising out of or incidental to the Indemnifying Parties' performance of the Contract, operations, services or work performed hereunder; and

2. Environmental Liability, to the extent this Contract contemplates environmental exposures, arising from or in connection with any environmental, health and safety liabilities, claims, citations, clean-up or damages whether arising out of or relating to the operation or other activities performed in connection with the Contract; and

3. Intellectual Property Liability, to the extent this Contract contemplates intellectual property exposures, arising directly or indirectly out of any allegation that the Services, any product generated by the Services, or any part of the Services as contemplated in this Contract, constitutes an infringement of any copyright, patent, trade secret or any other intellectual property right. If in any suit or proceeding, the Services, or any product generated by the Services, is held to constitute an infringement and its use is permanently enjoined, the Indemnifying Parties shall, immediately, make every reasonable effort to secure within 60 days, for the Indemnified Parties a license, authorizing the continued use of the Service or product. If the Indemnifying Parties fail to secure such a license for the Indemnified Parties, then the Indemnifying Parties shall replace the Service or product with a non-infringing Service or product or modify such Service or product in a way satisfactory to Buyer, so that the Service or product is non-infringing.

If an Indemnifying Party exercises its rights under this Contract, the Indemnifying Party will (1) provide reasonable notice to the Indemnified Parties of the applicable claim or liability, and (2) allow Indemnified Parties, at their own expense, to participate in the litigation of such claim or liability to protect their interests. **The scope and terms of the indemnity obligations herein described are separate and apart from, and shall not be limited by any insurance provided pursuant to the Contract or otherwise. Such terms of indemnity shall survive the expiration or termination of the Contract.**

In the event that any portion of the scope or terms of this indemnity is in derogation of Section 725.06 or 725.08 of the Florida Statutes, all other terms of this indemnity shall remain in full force and effect. Further, any term which offends Section 725.06 or 725.08 of the Florida Statutes will be modified to comply with said statutes.

EXHIBIT B
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Vendor shall at all times during the term of this Contract procure prior to commencement of work and maintain at its sole expense during the life of this Contract (and Vendor shall require its, subcontractors, laborers, materialmen and suppliers to provide, as applicable), insurance of the types and limits not less than amounts stated below:

Insurance Coverages

Schedule	Limits
Worker's Compensation	Florida Statutory Coverage
Employer's Liability	$ 100,000 Each Accident
	$ 500,000 Disease Policy Limit
	$ 100,000 Each Employee/Disease

This insurance shall cover the Vendor (and, to the extent they are not otherwise insured, its subcontractors) for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation policy, as filed for use in the State of Florida by the National Council on Compensation Insurance (NCCI), without any restrictive endorsements other than the Florida Employers Liability Coverage Endorsement (NCCI Form WC 09 03), those which are required by the State of Florida, or any restrictive NCCI endorsements which, under an NCCI filing, must be attached to the policy (i.e., mandatory endorsements). In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employers' Liability Act, USL&H and Jones, and any other applicable federal or state law.

Commercial General Liability	$2,000,000	General Aggregate
	$2,000,000	Products & Comp. Ops. Agg.
	$1,000,000	Personal/Advertising Injury
	$1,000,000	Each Occurrence
	$ 50,000	Fire Damage
	$ 5,000	Medical Expenses

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Commercial General Liability Form (ISO Form CG 00 01) as filed for use in the State of Florida without any restrictive endorsements other than those reasonably required by the City's Office of Insurance and Risk Management. An Excess Liability policy or Umbrella policy can be used to satisfy the above limits.General Liability limits are to apply on a per project basis.

Automobile Liability $5,000,000 Combined Single Limit
(Coverage for all automobiles, owned, hired or non-owned used in performance of the Contract)

Such insurance shall be no more restrictive than that provided by the most recent version of the standard Business Auto Coverage Form (ISO Form CA0001) as filed for use in the State of Florida without any restrictive endorsements other than those which are required by the State of Florida, or equivalent manuscript form, must be attached to the policy equivalent endorsement as filed with ISO (i.e., mandatory endorsement).

Professional Liability $1,000,000 per Claim and Aggregate
(Including Medical Malpractice when applicable)

Any entity hired to perform professional services as a part of this contract shall maintain professional liability coverage on an Occurrence Form or a Claims Made Form with a retroactive date to at least the first date of this Contract and with a three year reporting option beyond the annual expiration date of the policy.

Additional Insurance Provisions

A. Additional Insured: All insurance except Worker's Compensation and Professional Liability shall be endorsed to name the City of Jacksonville and City's members, officials, officers, employees and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 , Automobile Liability CA2048.

B. Waiver of Subrogation. All required insurance policies shall be endorsed to provide for a waiver of underwriter's rights of subrogation in favor of the City of Jacksonville and its members, officials, officers employees and agents.

C. Vendor's Insurance Primary. The insurance provided by the Vendor shall apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City or any City members, officials, officers, employees and agents.

D. Deductible or Self-Insured Retention Provisions. All deductibles and self-insured retentions associated with coverages required for compliance with this Contract shall remain the sole and exclusive responsibility of the named insured Vendor. Under no circumstances will the City of Jacksonville and its members, officers, directors, employees, representatives, and agents be responsible for paying any deductible or self-insured retentions related to this Contract.

E. Vendor's Insurance Additional Remedy. Compliance with the insurance requirements of this Contract shall not limit the liability of the Vendor or its Subcontractors, employees or agents to the City or others. Any remedy provided to City or City's members, officials, officers, employees or agents shall be in addition to and not in lieu of any other remedy available under this Contract or otherwise.

F. Waiver/Estoppel. Neither approval by City nor failure to disapprove the insurance furnished by Vendor shall relieve Vendor of Vendor's full responsibility to provide insurance as required under this Contract.

G. Certificates of Insurance. Vendor shall provide the City Certificates of Insurance that shows the corresponding City Contract Number in the Description, if known, Additional Insureds as provided above and waivers of subrogation. The certificates of insurance shall be mailed to the City of Jacksonville (Attention: Chief of Risk Management), 117 W. Duval Street, Suite 335, Jacksonville, Florida 32202.

H. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to chapter 624, Florida State or a company that is declared as an approved Surplus Lines carrier under Chapter 626 Florida Statutes. Such Insurance shall be written by an insurer with an A.M. Best Rating of A- VII or better.

I. Notice. The Vendor shall provide an endorsement issued by the insurer to provide the City thirty (30) days prior written notice of any change in the above insurance coverage limits or cancellation, including expiration or non-renewal. If such endorsement is not available then the Vendor, as applicable, shall provide said a thirty (30) days written notice of any change in the above coverages or limits, coverage being suspended, voided, cancelled, including expiration or non-renewal.

J. Survival. Anything to the contrary notwithstanding, the liabilities of the Vendor under this Contract shall survive and not be terminated, reduced or otherwise limited by any expiration or termination of insurance coverage.

K. Additional Insurance. Depending upon the nature of any aspect of any project and its accompanying exposures and liabilities, the City may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City also be named as an additional insured.

L. Special Provisions: Prior to executing this Agreement, Vendor shall present this Contract and Exhibit A & B to its Insurance Agent affirming: 1) That the Agent has personally reviewed the insurance requirements of the Contract Documents, and(2) That the Agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Vendor.

APPROVED
By Ann Willis at 8:36 am, May 24, 2017

CERTI

Date 5/4/2017

Producer: Plymouth Insurance Agency
2739 U.S. Highway 19 N.
Holiday, FL 34691
(727) 938-5562

This Certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This Certificate does not amend, extend or alter the coverage afforded by the policies below.

Insurers Affording Coverage		NAIC #
Insurer A.	Lion Insurance Company	11075
Insurer B		
Insurer C		
Insurer D		
Insurer E		

Insured: South East Personnel Leasing, Inc. & Subsidiaries
2739 U.S. Highway 19 N.
Holiday, FL 34691

Coverages

The policies of insurance listed below have been issued to the insured named above for the policy period indicated. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions, and conditions of such policies. Aggregate limits shown may have been reduced by paid claims.

INSR LTR	ADDL INSRD	Type of Insurance	Policy Number	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	Limits	
		GENERAL LIABILITY				Each Occurrence	$
		Commercial General Liability				Damage to rented premises (EA occurrence)	$
		Claims Made Occur				Med Exp	$
						Personal Adv Injury	$
		General aggregate limit applies per:				General Aggregate	$
		Policy Project LOC				Products - Comp/Op Agg	$
		AUTOMOBILE LIABILITY				Combined Single Limit (EA Accident)	$
		Any Auto				Bodily Injury (Per Person)	$
		All Owned Autos				Bodily Injury (Per Accident)	$
		Scheduled Autos				Property Damage (Per Accident)	$
		Hired Autos					
		Non-Owned Autos					
		EXCESS/UMBRELLA LIABILITY				Each Occurrence	
		Occur Claims Made				Aggregate	
		Deductible					
A		**Workers Compensation and Employers' Liability**	WC 71949	01/01/2017	01/01/2018	X WC Statutory Limits / OTHER	
		Any proprietor/partner/executive officer/member excluded? **NO**				E.L. Each Accident	$1,000,000
		If Yes, describe under special provisions below.				E.L. Disease - Ea Employee	$1,000,000
						E.L. Disease - Policy Limits	$1,000,000

Other: **Lion Insurance Company is A.M. Best Company rated A- (Excellent). AMB # 12616**

Descriptions of Operations/Locations/Vehicles/Exclusions added by Endorsement/Special Provisions: Client ID: 81-65-814

Coverage only applies to active employee(s) of South East Personnel Leasing, Inc. & Subsidiaries that are leased to the following "Client Company":

Brevard Extraditions, Inc. dba U.S. Prisoner Transport

Coverage only applies to injuries incurred by South East Personnel Leasing, Inc. & Subsidiaries active employee(s), while working in: FL.

Coverage does not apply to statutory employee(s) or independent contractor(s) of the Client Company or any other entity.

A list of the active employee(s) leased to the Client Company can be obtained by faxing a request to (727) 937-2138 or by calling (727) 938-5562.

Project Name: CITY OF JACKSONVILLE PIGGYBACK OF VOLUSIA COUNTY CONTRACT NO. 16-B-155JRD FOR PRISONER TRANSPORT SERVICES.

WAIVER OF SUBROGATION APPLIES IN FAVOR OF CITY OF JACKSONVILLE, ITS MEMBERS, OFFICIALS, OFFICERS, EMPLOYEES AND AGENTS ISSUE 05-04-17 (PH)

Begin Date 10/15/2011

CERTIFICATE HOLDER

CITY OF JACKSONVILLE

117 W DUVAL STREET, SUITE 335
JACKSONVILLE, FL 32202

CANCELLATION

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

Joel A. Romero

Baines, Deidra B.

From: Willis, Ann <AnnW@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent: Wednesday, May 24, 2017 8:53 AM
To: Baines, Deidra B.; RiskReview
Cc: McCain, James
Subject: RE: Brevard Extraditions, Inc. dba U.S. Prisoner Transport
Attachments: Prisoner Transport All Other Coverages COI.pdf; Prisoner Transport WC COI.pdf; Prisoner Transport Indemnification and Insurance Exhibit.docx; Prisoner Transport Indemnification and Insurance Exhibit (3).pdf

Deidra/Jim,

The insurance for the above has been approved. The approved COI's and the attached Indemnification and Insurance Requirements Exhibit must be attached to and become a part of our contract.

Jim,

Per new procedure, attached is the Indemnification and Insurance Requirements Exhibit in Word and a copy that has been stamped with Risk Management's approval. Going forward if you do not have a stamped pdf from Risk Management, you do not have the final version.

Risk Management has completed our review unless further assistance is required.

Ann Willis, AINS, CRIS
Property and Casualty Compliance Administrator
Risk Management Division
Department of Finance
City of Jacksonville
117 W Duval Street, Suite 335
Jacksonville, Fl 32202
(904) 630-7891 (o)
(904)630-2100 (f)
This e-mail transmission and/or attachment(s) is confidential and the contents are intended only for the recipient(s) named. It may contain information that is privileged, confidential and exempt from disclosure under applicable law. Any review, discussion, dissemination, distribution, or copying of this transmission (including any attachments) is strictly prohibited. If you have received this communication in error, please notify us immediately by return e-mail and delete the original message and any copies of it from your computer system. Improper disclosure of the information in this communication can result in fines and penalties under Federal, State and Local Law.

From: Baines, Deidra B. [mailto:Deidra.Baines@jaxsheriff.org]
Sent: Tuesday, May 23, 2017 2:59 PM
To: RiskReview
Subject: RE: Brevard Extraditions, Inc. dba U.S. Prisoner Transport
Importance: High

Ann,

Can we move forward now?

Master Agreement

NO. 400 10122 - 1

TERM: 2016-09-26 to 2019-09-25

Volusia County
FLORIDA

Date Issued: 09/30/16

Vendor contact:	County contact:	Bill To:
Name: ROBERT DOWNS Phone: 321-725-5570 Ext.: E-mail:	Name: TINA MCCLISH Phone: 386-736-5961 Ext.: E-mail: TMcClish@vcso.us	County of Volusia SHERIFF'S OFC - ADMIN P O BOX 569 DELAND, FL 32721-0569
Brevard Extraditions, Inc. **U.S. Prisoner Transport** 4150 Dow Road, Suite 1 Melbourne, FL 32934	Vendor No. 08091100060	**Ship To:** SHERIFF'S OFC EXTRADITIONS DELAND, FL 32724

Solicitation Number: 16-B-155JRD **Award Date:** 2016-09-22 **Award Authorization:** COUNCIL	**Purchasing Analyst:** JOHN DUCKWORTH **Phone:** 386-822-5792 **Ext.:** **E-mail:** jduckworth@volusia.org JRD **Payment Terms:** Net 45 Days, FOB Dest, Freight allowed

Document Description: Prisoner Transport Services

Line Item	Commodity Code	Unit	Description	Unit Price or Contract Amount
1	96182	EA	Prisoner transport per the attached price list	0.000000

Jeaniene Jennings CPPB
Purchasing & Contracts Director

County of Volusia
Sales Tax Exemption Number
85-8012622393C-9

Remainder of page is blank

A delivery order is required for the release of items / services from the referenced Master Agreement. If a solicitation number is referenced then the terms and conditions of said solicitation become part of the Master Agreement. Deviation from prices stated is not permitted without a signed corrected Change Order.

If vendor terms and conditions conflict with Count of Volusia Terms and Conditions, the County's Terms and Conditions prevail. See reverse side for terms and conditions.

Pricing
16-B-155JRD Prisoner Transport Services

Volusia County
FLORIDA

Brevard Extraditions dba
US Prisoner Transport
4150 Dow Road, Suit 1
Melbourne, FL 32934
tcheek@prisonertransport.net
877.425.8778

Transport Costs

Rate per mile shall include all costs relating to the transport

Line	Description	Rate per Mile
1	Male Prisoners	$0.99
2	Female Prisoners	$0.99
3	Juvenile Offenders	Case by Case
4	Special Needs Prisoners	Case by Case
5	High Risk Prisoners	$0.99 (Without chase vehicle) / Case by Case if chase vehicle required

Misc. Pricing

Line	Description	Cost
6	Minimum Flat Rate	$300.00
7	Court Dates/Release Dates	$300 surcharge
8	Form VI (Interstate Agreement on Detainers)	$300 surcharge

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Brevard Extraditions Inc

2 Business name/disregarded entity name, if different from above
dba U.S. Prisoner Transport

3 Check appropriate box for federal tax classification; check only one of the following seven boxes:
☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☑ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note. For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any)
Exemption from FATCA reporting code (if any)
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.)
P.O. Box 171078

Requester's name and address (optional)

6 City, state, and ZIP code
Nashville, TN 37217

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.

Social security number
☐☐☐ - ☐☐ - ☐☐☐☐

or

Employer identification number
2 0 - 5 0 2 0 1 6 1

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here Signature of U.S. person ▶ [signature] Date ▶ 1/13/16

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information.

U.S. PRISONER TRANSPORT

LIC. B-2600147

DETAILED Cost Proposal for the County of Volusia, FL

Prices for ground transportation services provided by PTS are based on the direct mileage between pick-up and drop-off points. Mileage for moves within the nationwide network is determined by the computer program PC*MILER/STREETS.

Ground Transportation:

Rate for an adult male prisoner will be **($0.99)** per mile.

Rate for an adult female prisoner will be **($0.99)** per mile.

High Risk Inmates will be **($0.99 per mile or case by case).**

Minimum trip fee will be **($300.00)**.

Surcharges:

Same day / Court pick up. A three hundred dollar **($300.00)** surcharge will be added to all transports when a prisoner is being picked up in court.

End of Sentence / Release Dates. A three hundred dollar **($300.00)** surcharge will be added to all transports when a prisoner is being released on a specific day.

Form VI/ (IAD). A three hundred dollar **($300.00)** surcharge will be added to all transports when a prisoner has to be picked up from a secured facility on a Form VI or IAD with no time window.

Juvenile and Medical Transports will be priced on a Case by Case Basis

Case By Case transports are those transports that cannot be done in our regular ground network. The price will be driven by fuel cost, air lines tickets and miles between the pick-up and drop-off locations.

Date: 09/22/2016	**AGENDA ITEM**		**Item:** 31
[] Ordinance	[] Resolution	[] Budget Resolution	[X] Other

Department: Sheriff's Office
Division: Administration

Subject: Contract for prisoner transport services, 16-B-155JRD.

Ben Johnson Director Sheriffs Office Department Approval	Pamela Wilsky Approved in Accordance with Purchasing Policies and Procedures	Legal Daniel D. Eckert County Attorney Director Legal Department Approved as to Form and Legality	County Manager's Office Donna de Peyster Deputy County Manager
Division Approval	Tammy Bong Director Management and Budget Approved as to Budget Requirements		

Council Action: Approved as Recommended.

Modification:

Fund Number(s):	**Description:**	**Amount:**
001 General Fund	001-400-1200-4240	$125,000.00

Total Item Budget: $125,000.00

Staff Contact(s)	**Phone:**	**Ext.**
Laura Bounds	386 736 5961	12108

Summary/Highlights:
The county received one response to a solicitation for prisoner transport services for which the bid result is detailed on the attached tabulation sheet. Staff recommends award of bid to, and approval of a contract with, Brevard Extraditions d/b/a US Prisoner Transport, Melbourne, FL, for a period of three years with two renewal options for one year each. The estimated annual expenditure for these services is $125,000.00.

A copy of the solicitation (contract) is attached. Copies of the fully executed contract and applicable exhibits, with the same terms and conditions as described in the solicitation, are available for review in the purchasing and contracts office.

Recommended Motion: Approval.

SUBMIT TO:
COUNTY OF VOLUSIA
PURCHASING & CONTRACTS
123 W. INDIANA AVE., RM. 302
DELAND, FL 32720-4608

CONTACT PERSON:
John Duckworth 386-822-5792

DELAND: 386-736-5935
DAYTONA BEACH: 386-257-6000
NEW SMYRNA BEACH: 386-423-3300

Volusia County
FLORIDA

AN EQUAL OPPORTUNITY EMPLOYER

INVITATION TO BID

www.volusia.org/purchasing

TITLE:	NUMBER:	SUBMITTAL DEADLINE:
Prisoner Transport Services	**16-B-155JRD**	**Tuesday, August 23, 2016 at 3:00 p.m., EST**

DO *NOT* RESPOND TO THIS SOLICITATION ON LINE – SEE SECTION 2.3, *DELIVERY OF BIDS*

PRE BID DATE, TIME AND LOCATION:
Pre-bid conference will be held at 9:00 a.m., Eastern Time, Tuesday, August 2, 2016.
Purchasing & Contracts Conference Room
123 W. Indiana Ave., 3rd Floor, Room 300, DeLand, FL 32720

SUBMITTALS RECEIVED AFTER ABOVE DATE AND TIME WILL NOT BE CONSIDERED

FIRM'S NAME:
Brevard Extraditions DBA U.S. Prisoner Transport

MAILING ADDRESS:
4150 Dow Road, Suite 1

CITY – STATE – ZIP:
Melbourne, FL 32934

E-MAIL ADDRESS:
tcheek@prisonertransport.net

TELEPHONE NO: 877.425.8778
FAX NO: 321.725.5524

FEDERAL ID NO. OR SOCIAL SECURITY NO.
20-5020161

The vendor acknowledges that information provided in this Bid is true and correct.

x
Authorized Signature

Robert Downs
Typed Name

President & COO — 8/19/2016
Title — Date

THIS FORM MUST BE COMPLETED AND RETURNED WITH YOUR RESPONSE

GENERAL CONDITIONS AND INSTRUCTIONS

*** * * * PLEASE READ CAREFULLY * * * ***

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Volusia County Purchasing and Contracts Division shall contact the County's ADA Coordinator at 386-248-1760, at least two (2) business days prior to the scheduled opening or meeting.

1. **SUBMISSION OF OFFERS:** All offers shall be submitted in a sealed envelope or package. The invitation number, title, and opening date shall be clearly displayed on the outside of the sealed envelope or package. The delivery of responses to the Volusia County Purchasing and Contracts Division Office prior to the specified date and time is solely and strictly the responsibility of the Bidder. Any submittal received in the Purchasing and Contracts Division Office after the specified date and time will not be considered.

   Responses shall be submitted on forms provided by the County. Additional information may be attached to the submittal. Facsimile submissions are NOT acceptable. No offer may be modified after acceptance.

2. **EXECUTION OF OFFER:** Offer shall contain a manual signature in the space(s) provided of a representative authorized to legally bind the Bidder to the provisions therein. All spaces requesting information from the Bidder shall be completed. Responses shall be typed or printed in ink. Use of erasable ink or pencil is not permitted. Any correction made by the Bidder to any entry must be initialed.

3. **OPENING:** Opening shall be public in the Volusia County Purchasing and Contracts Division immediately following the advertised deadline date and time for receipt of submittals. Pursuant to Section 119.07(3) (0) Florida Statutes (1991) no further information regarding offers submitted will be made public until such time of intended award or thirty (30) days, whichever is earlier.

4. **PUBLIC RECORD:** The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes.

5. **CLARIFICATION/CORRECTION OF ENTRY:** The County of Volusia reserves the right to allow for the clarification of questionable entries and the correction of OBVIOUS MISTAKES.

6. **INTERPRETATION/ADDENDA:** Any questions concerning conditions and specifications shall be directed to the designated contact person. Those interpretations which may affect the eventual outcome of the invitation/offer shall be furnished in writing to prospective Bidders.

   No interpretation shall be considered binding unless provided in writing by the County of Volusia Purchasing and Contracts Division in the form of an addendum. Any addenda issued shall be acknowledged by signature and returned with Bidder's response.

   Failure to acknowledge addenda may result in the offer not being considered.

7. **INCURRED EXPENSES:** This invitation does not commit the County to make an award nor shall the County be responsible for any cost or expense which may be incurred by any Bidder in preparing and submitting a reply, or any cost or expense incurred by any Bidder prior to the execution of a purchase order or Contract/Agreement.

8. **DISADVANTAGED BUSINESSES:** The County of Volusia, Florida, has adopted policies which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services.

9. **LOCAL BUSINESSES:** The County Council has established a policy to encourage participation of local businesses in the provision of goods and services. The County will endeavor to assist local businesses to achieve this goal.

   A. General Conditions
   Local Businesses: A prime contractor or subcontractor duly licensed and authorized to engage in the particular business in Lake, Orange, Osceola, Seminole or Volusia County, Florida, and holds a valid local business tax receipt for that place of business for a minimum six (6) months prior to the date of submittal of the Bid or quote to the County.

CONTINUED ON NEXT PAGE

10. **PRICING:** Unless otherwise specified prices offered shall remain firm for a period of at least ninety (90) days; all pricing of goods shall include FOB DESTINATION, all packing, handling, shipping charges and delivery to any point(s) within the County to a secure area or inside delivery; all prices of services shall include all expenses necessary to provide the service at the location specified.

11. **ADDITIONAL TERMS & CONDITIONS:** The County of Volusia reserves the right to reject offers containing terms or conditions contradictory to those requested in the invitation specifications.

12. **TAXES:** The County of Volusia is exempt from Federal Excise Taxes and all sales taxes. Florida State Exemption Certificate No. 85-8012622393C-9.

13. **DISCOUNTS:** All discounts except those for prompt payment shall be considered in determining the lowest net cost for evaluation purposes.

14. **MEETS SPECIFICATIONS:** The Bidder represents that all offers to this invitation shall meet or exceed the minimum requirements specified.

15. **BRAND NAME OR EQUAL:** If items requested by this invitation have been identified in the specifications by a Brand Name "OR EQUAL" description, such identification is intended to be descriptive and not restrictive and is to indicate the quality and characteristics of products that will be acceptable. Offers proposing "equal" products will be considered for award if such products are clearly identified in the offer and are determined by the County to meet fully the salient characteristic requirements listed in the specifications.

    Unless the Bidder clearly indicates in his/her offer that he/she is proposing an "equal" product, the offer shall be considered as offering the same brand name product referenced in the specifications.

    If the Bidder proposes to furnish an "equal" product, the brand name of the product to be furnished shall be clearly identified. The evaluation of offers and the determination as to equality of the product offered shall be the responsibility of the County and will be based on information furnished by the Bidder. The Purchasing and Contracts Division is not responsible for locating or securing any information which is not identified in the response and reasonably available to the Purchasing and Contracts Division. To insure that sufficient information is available the Bidder shall furnish as part of the response all descriptive material necessary for the Purchasing and Contracts Division to determine whether the product offered meets the salient characteristics required by the specifications and establish exactly what the Bidder proposes to furnish and what the County would be binding itself to purchase by making an award.

16. **SAMPLES:** When required, samples of products shall be furnished with response to the County at no charge. Samples may be tested and will not be returned to the Bidder. The result of any and all testing shall be made available upon written request.

17. **SILENCE OF SPECIFICATIONS:** The apparent silence of these specifications or any supplemental specifications as to details or the omission from same of any detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail and that only materials of first quality and correct type, size, and design are to be used. All workmanship shall be first quality. All interpretations of specifications shall be made upon the basis of this statement.

18. **GOVERNING LAWS:** Any Agreement to purchase resulting from this invitation shall be governed by the laws, regulations, and ordinances of the State of Florida and the County of Volusia, Florida. Venue shall be non-jury in the Circuit Court of Volusia County, Florida.

19. **ASSIGNMENT:** Any agreement to purchase issued pursuant to this invitation and award thereof and the monies which may become due hereunder are not assignable except with the prior written approval of the County.

20. **CONTENT OF INVITATION/RESPONSE:** The contents of this invitation, all terms, conditions, specifications, and requirements included herein and the accepted and awarded response thereto may be incorporated into an agreement to purchase and become legally binding. Any terms, conditions, specifications, and/or requirements specific to the item or service requested herein shall supersede the requirements of the "GENERAL CONDITIONS AND INSTRUCTIONS."

21. **LIABILITY:** The Contractor shall hold and save the County of Volusia, its officers, agents, and employees harmless against claims by third parties resulting from breach of contract or negligence by the Contractor.

22. **PATENTS, COPYRIGHT, AND ROYALTIES:** The supplier/provider, without exception, shall indemnify and save harmless the County of Volusia, its officers, agents and employees from liability of any nature of kind, including cost and expenses for or on account of any copyrighted, registered, patented, or unpatented invention, process, or article manufactured or used in the provision of goods and/or services, including use by the County of Volusia. If the supplier/provider uses any design, device, or materials covered by letters, patent, copyright, or registration, it is mutually agreed and understood without exception that the quoted price shall include all royalties or costs arising from the use of such design, device, or materials in any way involved.

23. **TRAINING:** Unless otherwise specified suppliers/providers may be required at the convenience of and at no expense to the County to provide training to County personnel in the operation and maintenance of any item purchased as a result of this invitation.

24. **ACCEPTANCE:** Products purchased as a result of this invitation may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at Bidder's expense. Those items and items not delivered by the delivery date specified in accepted offer and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the Bidder.

25. **SAFETY WARRANTY:** Any awarded Contractor including dealers, distributors, and/or manufacturers shall be responsible for having complied with all Federal, State, and local standards, regulations, and laws concerning the product or service specified, and the use thereof, applicable and effective on the date of manufacture or use or date in service including safety and environmental standards as apply to both private industry and governmental agencies.

26. **WARRANTY:** The Bidder agrees that, unless otherwise specified, the product and/or service furnished as a result of this invitation and award thereto shall be covered by the most favorable commercial warranty the Bidder gives to any customer for comparable quantities of such products and/or services and that the right and remedies provided herein are in addition to and do not limit any rights afforded to the County of Volusia by any other provision of the invitation/offer.

27. **AWARD:** As the best interest of the County may require, the County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof; on a geographical basis and/or on a countywide basis with one or more supplier(s) or provider(s); to reject any and all offers or waive any irregularity or technicality in offers received. Bidders are cautioned to make no assumptions unless their offer has been evaluated as being responsive. Any or all award(s) made as a result of this invitation shall conform to applicable ordinances of the County of Volusia, Florida.

28. **VIOLATIONS:** Any violation of any of the stipulations, terms, and/or conditions listed and/or included herein may result in the Bidder being removed from the County Bid list and the Bidder being disqualified from doing business with the County for a period of time to be determined on a case-by-case basis.

29. For purposes of this Invitation and evaluation of responses hereto the following shall apply: unit prices shall prevail over extended prices; written matter shall prevail over typed matter; numbers spelled in word form shall prevail over Arabic numerals ("one" over "1"). When not inconsistent with context words used in the present tense include the future, words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is always mandatory and not merely directory.

THE COUNTY OF VOLUSIA RESERVES THE RIGHT TO REJECT ANY OR ALL OFFERS, TO WAIVE INFORMALITIES, AND TO ACCEPT ALL OR ANY PART OF ANY OFFER AS MAY BE DEEMED TO BE IN THE BEST INTEREST OF THE COUNTY

TABLE OF CONTENTS

1.0 OVERVIEW 5
1.1 Scope of Work 5
1.2 Qualifications of Contractor 6
2.0 GENERAL TERMS & CONDITIONS 7
2.1 Bid Closing Date 7
2.2 Proposed Schedule 7
2.3 Delivery of Bids 7
2.4 Pre-bid Conference 8
2.5 Public Bid Opening 8
2.6 Public Records 9
2.7 Bid Submittal Form 10
2.8 Questions, Exceptions, and Addenda Concerning ITB #16-B-155JRD 11
2.9 Award 11
2.10 Local Bid Preference 12
2.11 Definition of Responsive and Responsible for this Bid 12
2.12 Other Agencies 13
2.13 F.O.B. Point 13
2.14 Use of County Logo 13
2.15 Assignment 13
2.16 Agreement 14
2.17 Disclosure of Bid Content 14
2.18 Disqualification of Bidders 15
2.19 Bidder's Responsibility 15
2.20 Payment Terms 15
2.21 Special Conditions 16
2.22 Minor Irregularities 16
2.23 Licenses, Certificates, and Permits 16
2.24 Insurance 16
2.25 Safety 21
2.26 Governing Law and Venue 22
2.27 Additional Terms 22
2.28 Award Term 22
2.29 Price Redeterminations 22
2.30 Unusual Costs 25
2.31 Waiver of Claims 25
2.32 Termination 25
2.33 Incurred Expenses 27
2.34 Minimum Specifications 27
2.35 Compliance with Laws and Regulations 27
2.36 Limitation of Liability and Indemnification of County 28
2.37 Records & Right to Audit 29
2.38 Change in Scope of Work/Service 29
2.39 Modifications Due to Public Welfare or Change in Law 29
2.40 Right to Require Performance 30
2.41 Force Majeure 30
2.42 Contractor's Personnel 31
2.43 Claim Notice 32

2.44 Disadvantaged Business Enterprise Program 32
2.45 County/Contractor Relationship 32
2.46 Damages 33
2.47 Conflict of Interest Form 33
2.48 Definitions 33
3.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)* 34
4.0 BID SUBMITTAL FORM 37
5.0 REFERENCES 39
6.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION 40
7.0 PROOF OF EXEMPTION 41
8.0 HOLD HARMLESS AGREEMENT 42
9.0 CONFLICT OF INTEREST FORM 44
10.0 CERTIFICATION AFFIDAVIT BY PRIME CONTRACTOR AS LOCAL BUSINESS 45
11.0 CERTIFICATION AFFIDAVIT BY SUB CONTRACTOR AS LOCAL BUSINESS 46
12.0 DRUG-FREE WORK PLACE 47
13.0 CERTIFICATION REGARDING DEBARMENT (PRIME) 48
14.0 CERTIFICATION REGARDING DEBARMENT (SUB) 49

The purpose of this Invitation to Bid (ITB) is to solicit competitive sealed Bids to furnish **Prisoner Transport Services** for the County of Volusia, Florida.

1.0 OVERVIEW

The Volusia County Sheriff's Office (VCSO) requires out of state prisoner transport as mandated by statutory requirements, (Florida State Statute (F.S.S.), Title IV, Chapter 30, 30.24) and Departmental Directives, (70.1 - copy attached to this ITB – **Attachment B – 70.1 PRISONER TRANSPORT**), which tasks the VCSO with the Extradition functions for the County of Volusia. The Sheriff or his designee has the duty to ensure the safe transportation of those individuals charged with a criminal offense and to deliver them for a scheduled appearance before the County or Circuit Court of jurisdiction. There are times when this task must be contracted with qualified outside contractors. The legal authority to utilize a private contractor is derived through F.S.S. 30.24 (2) (a) and from Federal Uniform Criminal Extradition Act, Title 18, United States Code, Section 3182, entitled "Fugitives from State or Territory to State, District or Territory." This statute allows authorities of the demanding state to appoint an agent for the purposes of Extradition.

Florida State Statutes may be accessed via the Internet at:
http://www.leg.state.fl.us/statutes/

The Federal Uniform Criminal Extradition Act may be accessed via the Internet at:
http://uscode.house.gov/browse.xhtml

The County has extradited 627 fugitives between 2013-2015; averaging 224 prisoners per year. This information is provided for informational purposes only and in no way represents a guarantee of future requirements for this service.

1.1 Scope of Work

A. The Contractor shall transport all prisoners by a safe and reliable means of transportation that meet the safety standards and regulations established by the States traveled by the Contractor.

B. The Contractor shall provide service three hundred sixty-five (365) days a year, twenty-four (24) hours a day, guaranteeing the delivery and return of prisoners within the scheduled/appointed time. The County of Volusia will provide a seven (7)-day notice, for pick-up/delivery out of state.

C. The Contractor shall notify the Volusia County Project Manager within twenty-four (24) hours of transport order if the Contractor cannot meet the requested pickup.

D. The Contractor shall provide safe and secure housing for all prisoners at only pre-approved detention facilities. If prisoners are transported in vans, they will travel no more than twenty-four (24) hours without receiving housing for the purpose of rest, shower and to meet other hygienic needs, seventy-two (72)

hours if prisoners are transported in buses. If Contractor maintains prisoners for a period exceeding seventy-two (72) hours, the Volusia County Project Manager shall be notified. The firm that is awarded this contract shall be given a County point of contact name and phone number(s).

E. The Contractor shall provide the prisoner with at least three (3) meals within a twenty-four (24) hour period.

F. The Contractor shall comply with all laws, rules, codes and regulations concerning the care of prisoners to include, but not limited to, Volusia County Sheriff's Office Departmental Standards Directive 70.1, titled Prisoner Transport (Attachment B).

G. Volusia County Sheriff's Office reserves the right to request prisoner transport by other Contractor(s) due to special requirements and/or the inability of the awarded Contractor(s) to perform the services requested.

H. The Contractor shall submit pricing on Attachment A – Pricing Form. Rate per mile shall be inclusive of all costs relating to the transport.

I. Pricing shall be one-way per-mile cost from the inmate's detention location to the Volusia County Branch Jail (VCBJ) located at 1300 Red John Drive, Daytona Beach, FL 32124. The Contractor shall utilize the most common and shortest reasonable path to reach the VCBJ.

1.2 Qualifications of Contractor

A. The Contractor shall have a minimum of three (3) years experience in providing statewide and national Extradition/prisoner transportation functions.

B. The Contractor shall have completed a minimum of 15,000 prisoner transports in the past three (3) years.

C. The Bidder shall submit a certified affidavit acknowledging successful completion of at least 15,000 prisoner transports within the past three (3) years.

D. The County of Volusia reserves the right to inspect records supporting previous prisoner transport upon request.

E. The Contractor shall be capable of providing services for the following:

Male Prisoners
Female Prisoners.....(Not within touch of male populous)
Juvenile Offenders .....(Segregated from adult populous)
Special Need Prisoners ....(Medical, Disabled or Handicapped)
High Risk Prisoner.....(Homicide, Risk of Escape, etc.)

Medical, as identified in section 1.2E Special Needs Prisoners, shall be defined as an emergency medical condition manifesting itself by acute symptoms of sufficient severity, which may include severe pain, such that the absence of

immediate medical attention could reasonably be expected to result in any of the following: (1) serious jeopardy to patient health, including a pregnant woman or fetus (e.g., inadequate time to effect safe transfer to another hospital prior to delivery, a transfer that poses a threat to the health and safety of the patient or fetus, or there is evidence of the onset and persistence of uterine contractions or rupture of the membranes); (2) serious impairment to bodily functions; and, (3) serious dysfunction of any bodily organ or part.

F. Contractor shall be self-sufficient regarding resources, including maintenance of their own equipment.

G. The Contractor shall maintain a Motor Carrier (MC) number with the Federal Motor Carrier Safety Administration (FMCSA) and shall comply with all rules and regulations set forth under the FMCSA. Proof of a valid MC number shall be provided with bid submittal.

2.0 GENERAL TERMS & CONDITIONS

2.1 Bid Closing Date

Bids must be received by the Volusia County Purchasing and Contracts Office, Room 302, Third Floor, 123 West Indiana Avenue, DeLand, FL, 32720-4608, no later than 3:00 p.m., EST, on Tuesday, August 23, 2016. Bids received after this time will not be considered.

2.2 Proposed Schedule

7/19/2016 .....Invitation to Bid Available
8/02/2016 .....Pre-bid Conference
8/09/2016 .....Last Day to Receive Written Questions
8/23/2016 .....Bid Closing Date

2.3 Delivery of Bids

DO NOT RESPOND TO THIS SOLICITATION ON LINE

All Bids shall be sealed and delivered or mailed to (faxes/e-mails will *not* be accepted):

County of Volusia, Florida
Purchasing and Contracts Office, Room 302
123 West Indiana Avenue, 3rd floor
DeLand, Florida 32720-4608
Mark package(s) **"Bid #16-B-155JRD, Prisoner Transport Services"**

Note: Please ensure that if a third party carrier (Federal Express, UPS, USPS, etc.) is used, that the third party is properly instructed to deliver the Bid Submittal **only** to Room 302, in the Purchasing and Contracts Office on the third (3rd) floor at the above address. To be considered, a Bid must be received and accepted in the Purchasing and Contracts Office before the Bid closing date and time.

2.4 Pre-bid Conference

A. A pre-bid conference will be held in the Purchasing Conference Room, 123 W. Indiana Avenue, 3rd Floor, DeLand, FL, at 9:00 a.m., EST, Tuesday, August 2, 2016. While this is not mandatory, all interested parties are encouraged to attend and participate.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance, at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

2.5 Public Bid Opening

A. Pursuant to Section 119.071, Florida Statutes, Bids or proposals ("responses") and the completed tabulation will be available for inspection within thirty (30) days of response opening. Contact the Purchasing and Contracts Office during regular business hours to inspect responses and the completed tabulation or go to www.volusia.org/bidlist for inspection of the completed tabulation. The foregoing notwithstanding, if, prior to the County's making responses available for inspection, the County rejects all responses and concurrently provides notice of the County's intent to reissue the solicitation, then the County may avail itself of the exemption for rejected responses set forth in Section 119.071, Florida Statutes, to the extent such Section may apply.

B. In accordance with the American Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing a special accommodation to participate in the proceedings, or an interpreter to participate in any proceedings, should contact the County's ADA Coordinator at 386-248-1760 for assistance at least two (2) business days before any meeting date.

Assisted listening system receivers are available for the hearing impaired, and can be obtained from the Deputy Clerk by contacting the County's ADA Coordinator at 386-248-1760.

Read the full ADA Notice under The American with Disabilities Act (Title II), at www.volusia.org/core/fileparse.php/4175/urlt/ADANotice.pdf.

Read the County of Volusia Grievance Procedure under The Americans with Disabilities Act (Title II).

2.6 Public Records

Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: DENISE LEWIS AT 386 626-6621, dlewis@volusia.org, by mail at 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

A. By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

B. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

C. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

D. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

E. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

F. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

G. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

H. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify and hold the County harmless against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

2.7 Bid Submittal Form

A. See *Submittal Requirements* for complete details.

B. Each Bidder shall submit four (4) complete sets of the Bid Submittal:
- **One (1)** hard copy marked "ORIGINAL"
- **Two (2)** hard copies marked "COPY"
  Note: It is not necessary to return every page of the original solicitation document with the hard copies of the Bid Submittal ORIGINAL and COPY(ies); return only the pages that require signatures or information as detailed in Section 3.0.
- **One (1)** COMPLETE electronic copy on a CD or USB drive in PDF format (Excel spreadsheets shall not be recorded in PDF). The electronic copy of the Bid Submittal shall include all submittal requirements as detailed in Section 3.0.

Note the <u>solicitation number</u> and <u>name of company</u> on the CD or USB drive.

Do not send confidential information, proprietary information, or trade secrets.

C. Terms and conditions differing from those in this Bid shall be cause for disqualification of the Bid Submittal.

D. The Invitation to Bid page and the Bid Submittal Form must be signed by an official authorized to legally bind the Bidder to all Bid provisions. The Bid Submittal Form (Section 4.0) shall be signed by an authorized agent of the firm with documentation, such as a Memorandum of Authority, that the individual is authorized to commit the firm to a contract.

2.8 Questions, Exceptions, and Addenda Concerning ITB #16-B-155JRD

A. It is incumbent upon each Bidder to carefully examine this solicitation's specifications, scope of work/service, terms, and conditions. Questions and exceptions concerning any Section of this Bid shall be directed by letter, facsimile transmission or by e-mail to the Procurement Analyst named in 2.8, B, below, who shall be the official point of contact for this Bid. Questions and exceptions shall be submitted no later than fourteen (14) days before the closing date. Thereafter, no further questions or exceptions will be accepted or reviewed by the County and Bidders' right to submit questions or exceptions will terminate and any questions or exceptions not previously made shall be deemed waived. The issuance of a written addendum is the only official method by which interpretation, clarification, or additional information can be given and oral representations will not be binding on the County.

B. Mark cover page or envelope(s) Questions, Exceptions and Addenda Concerning ITB #16-B-155JRD, "Prisoner Transport Services"

Submit questions to:

John Duckworth, Procurement Analyst
Telephone:.....386-822-5792
Fax: 386-736-5972
E-mail:.....*jduckworth@volusia.org*

C. If it becomes necessary for the County to revise any part of this ITB, an addendum will be posted on the County's web site. It is each Bidder's responsibility to check the Volusia County web site for any addenda at www.volusia.org. Each Bidder should ensure that they have received all addenda to this ITB before submitting their proposal. In their proposals, Bidders must provide proof of receipt of each addendum by signing and returning each addendum to the County. Failure to provide this proof may cause Bidder's proposal to be rendered non-responsive.

D. Each addendum issued by the County shall become a material part of this solicitation.

2.9 Award

The County reserves the right to award the Agreement to the Bidder(s) that the County deems to offer the lowest responsive and responsible Bid(s), as defined elsewhere in this solicitation. The County is therefore not bound to accept a Bid based only on lowest price. In addition, the County has the sole discretion and reserves the right to cancel this ITB, to reject any/all Bids, to waive any/all informalities and/or irregularities, or to

re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. Nothing prohibits the County from rejecting / rebidding when responses exceed budget and the County must change the solicitation to lower costs. The County also reserves the right to make multiple awards based on experience and qualifications or to award only a portion of the items and/or services specified, if deemed to be in the County's best interest or award only a portion of the solicitation.

2.10 Local Bid Preference

Effective January 1, 2012, Volusia County adopted a local Bid preference. A Bidder or prime contractor which has a permanent location at least six (6) months prior to the Bid closing, as proven by a business tax receipt, as stated in Volusia County Ordinance 2-269.5 in Lake, Orange, Osceola, Seminole or Volusia County ("Local"), shall be granted a preference of three percent (3%) of the total Bid price or quote. A Bidder which is a prime contractor and is utilizing subcontractors, and the Bid price or quote of the work to be performed by all subcontractors, that qualify as a local business, constitutes fifty-one percent (51%) or greater of the total work to be performed through subcontracting a two percent (2%) Bid preference will apply. In the event that a prime contractor qualifies for a preference and subcontractor qualifies for a preference, the preference shall not exceed a total of five percent (5%). Preference shall not be given to Bids where the difference of the total Bid price or quote exceeds twenty-five thousand dollars ($25,000.00) from the nearest competing Bid price or quote for that solicitation or if a county listed in 2-269.5 does not reciprocate, as stated in 2-269.5, the County will not offer a preference to this County.

This Section 2.10 does not apply to any purchase that is funded, in whole or in part, by an entity prohibiting local preference by grant agreement or applicable federal, state, or local law. Solicitations for emergency purchases subject to Section 2-275 of the Code are additionally exempt. All Bidders, including prime and subcontractors, awarded an Agreement as a part of this process must maintain its status as a local business through the term of the Agreement. Any Bidder, including prime and subcontractors, awarded an Agreement as a result of this preference will be required to post any job openings for this project with the Center for Business Excellence (CBE). Noncompliance with the requirements of this Section 2.10 will be deemed as a material breach and may be subject to Agreement termination or disqualification from bidding on future projects.

This Bid is not funded by monies that prohibit this provision and local preference does apply.

2.11 Definition of Responsive and Responsible for this Bid

Each Bid submittal shall be evaluated for conformance as responsive and responsible using the following criteria:

A. Proper submittal of ALL documentation as required by this Bid. (Responsive)

B. The greatest benefits to Volusia County as it pertains to: (Responsible)
   1. Total Cost;
   2. Experience;

3. Number of Prisoner Transports in Past Three Years;
4. Hours of Availability;
5. Motor Carrier Number with Federal Motor Carrier Safety Administration;
6. Past Performance. In order to evaluate past performance, all Bidders are required to submit a list of three (3) references / relevant projects completed within the last three (3) years that are the same or similar in magnitude to this ITB. The County of Volusia shall not be listed as a reference;
7. All technical specifications associated with this Bid; and,
8. Financial Stability: A Dun and Bradstreet report may be used by the County to evaluate Respondent's financial stability. All Respondents shall be prepared to supply a financial statement upon request, preferably a certified audit of the last available fiscal year.

Bidders are reminded that award may not necessarily be made to the lowest Bid. Rather, award will be made to the lowest responsive, responsible, Bidder whose Bid represents the best overall value to the County when considering all evaluation factors.

2.12 Other Agencies

A. All Bidders awarded Agreements from this Bid may, upon mutual agreement, permit any municipality or other governmental agency to participate in the Agreement under the same prices, terms, and conditions, if agreed to by both parties.

B. It is understood that at no time will any city, municipality, or other agency be obligated for placing an order for any other city, municipality, or agency; nor will any city, municipality, or agency be obligated for any bills incurred by any other city, municipality, or agency. Further, it is understood that each agency will issue its own purchase order to the awarded Bidder(s).

2.13 F.O.B. Point

The F.O.B. point for this Agreement and for all purchases made under it shall be as specified by the using department (in accordance with the Bid Submittal Form), in Volusia County, Florida. Delivery will not be complete until the using department has accepted each item. Delivery to a common carrier shall not constitute delivery to the ordering agency. All disputes shall be between the Contractor and the carrier.

2.14 Use of County Logo

The County owns and retains all proprietary rights in its logos, trademarks, trade names, and copyrighted images (Intellectual Property). As such, nothing in this solicitation permits or shall be construed as authorizing Bidder to use or display County's Intellectual Property on Bidder's submittal documents or proposal (including any exhibits attached thereto) submitted to County by or on behalf of Bidder in response to this solicitation. The County has the right to redact the County Logo displayed on any proposal submitted.

2.15 Assignment

Contractor may not assign or otherwise convey Contractor's rights and/or obligations under this Contract without obtaining County's prior written consent, which consent County may withhold, limit and/or condition in County's sole discretion, including, but not limited to posting a performance bond. Any consent by the County under this Section 2.15 shall be by written amendment to the Contract in a form and substance specified by the County in its sole discretion. If Contractor desires to assign or otherwise convey its rights and/or obligations under this Contract, Contractor no less than thirty (30) days prior to the assignment's proposed effective date, provide County with a written request for County's consent. Failure to provide such notice may result in the County assessing a processing fee of Five Hundred Dollars (US $500.00).

Failure by the Contractor to obtain the County's consent in accordance with this Section 2.15 prior to assignment or other conveyance shall: 1) constitute a material breach of the Contract; and 2) entitle the County to retain any and all legal rights, claims and defense to enforce this Section 2.15, including, but not limited to, injunctive, declaratory, damages and attorney's fees and costs. Payment of any sum by the County in accordance with the Contract to the Contractor or any person or entity prior to the Contractor obtaining the County's consent to the assignment shall not constitute a waiver of the rights of the County under this Section 2.15.

Nothing herein shall preclude the right of the County to waive its rights under this Section 2.15 but no waiver shall be granted by the County without amendment to the Contract.

2.16 Agreement

A. The contents of this Bid, any subsequent addenda, and all provisions of the successful proposal deemed pertinent by the County shall be considered as contractual documents and shall become legally binding. A separate Agreement document, other than a Purchase Order or Master Agreement, will not be issued.

B. The Director of Purchasing and Contracts, County Manager, and County Chair are the sole Contracting Officers for the County of Volusia, Florida, and only they or their designee are authorized to make changes to any Agreement.

C. The County shall be responsible for only those orders placed by the County on an authorized signed Purchase Order or Master Agreement. The County shall not be responsible for any order, change, substitution, or any other discrepancy from the Purchase Order or Master Agreement. If there is any question about the authenticity of a Purchase Order, Master Agreement, or change order, the Bidder should promptly contact the Purchasing and Contracts Office at 386-736-5935.

2.17 Disclosure of Bid Content

A. All material submitted becomes the property of the County and may be returned only at the County's option. The County has the right to use any or all ideas presented in any reply to this Bid. Selection or rejection of any Bid Submittal does not affect this right.

B. The County of Volusia, Florida, is governed by the Public Record Law, Chapter 119, Florida Statutes (F.S.).

2.18 Disqualification of Bidders

A. One (1) Bid: Only one (1) Bid submittal from an individual firm, partnership or corporation under the same or under different name will be considered. If a Bidder submitted more than one (1) Bid for the work involved, all Bids submitted from such Bidder will be rejected.

B. Collusion Among Bidders: If it is believed that collusion exists among the Bidders, the Bids of all participants in such collusion shall be rejected and no participants in such collusion will be considered in future proposals for the same work.

2.19 Bidder's Responsibility

The Bidder, by submitting a Bid, represents that:

A. The Bidder has read and understands the Invitation to Bid in its entirety and that the Bid is made in accordance therewith;

B. The Bidder possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the County;

C. The Bidder has made all investigations and examinations necessary to ascertain site and/or local conditions and requirements affecting the full performance of the Agreement and to verify any representations made by the County of Volusia, Florida, upon which the Bidder will rely. If the Bidder receives an award because of its Bid Submittal, failure to have made such investigations and examinations will in no way relieve the Bidder from its obligations to comply in every detail with all provisions and requirements of the Agreement, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim by the Bidder for additional compensation or relief; and

D. The Bidder will be held responsible for any and all discrepancies, errors, etc., in discounts or rebates which are discovered during the Agreement term or up to and including three (3) fiscal years following the County's annual audit.

2.20 Payment Terms

A. The County will remit full payment on all undisputed invoices within forty-five (45) days from receipt by the appropriate person(s) (to be designated at time of Agreement) of the invoice(s) or receipt of all products or services ordered.

B. Pursuant to Chapter 218, Florida Statutes, the County will pay interest not to exceed one percent (1%) per month on all undisputed invoices not paid within thirty (30) days after the due date.

C. The County has the capability of Electronic Funds Transfer (EFT). List any discounts for prompt payment and/or willingness to accept Electronic Funds Transfer (EFT) and the discount to be applied to such payments. Vendors offering prompt payment discounts, for example 1% - net 10, the discount shall be taken if the check issue date is within specified time period from date of invoice.

D. By submitting a Bid (offer) to the County of Volusia, Florida, the Bidder expressly agrees that, if awarded an Agreement, the County may withhold from any payment monies owed by the Bidder to the County for any legal obligation between the Bidder and the County including, but not limited to, real property taxes, personal property taxes, fees, and commissions.

2.21 Special Conditions

These County facilities are administrative facilities that provide services to the Volusia County public and any agencies that it serves. As such, activities in all buildings are critical to the provisioning of services to the public and shall not be interrupted by the Contractor's work activities.

2.22 Minor Irregularities

The County reserves the right to waive minor irregularities in Bid Submittals, providing such action is in the best interest of the County. Minor irregularities are defined as those that have no adverse effect on the County's best interests, and will not affect the outcome of the selection process by giving the Bidder an advantage or benefit not enjoyed by other Bidders.

2.23 Licenses, Certificates, and Permits

A. The County reserves the right to require proof that the Bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the state of Florida, such as but not limited to: Business Tax Receipts, business licenses, Florida sales tax registration, Federal Employers Identification Number, Registration with the Florida Department of State, Division of Corporations' Sunbiz at www.sunbiz.org, AND;

B. The Bidder shall be required, upon notification of recommendation of award, to register with the Florida Department of State Division of Corporations at www.sunbiz.org in order to provide services under the resulting Agreement.

C. If a license is required, the Bidder shall be licensed to perform the required work in accordance with the laws of the State of Florida and local ordinances. Bidder shall also verify that his/her subcontractors are licensed to perform the work in accordance with the laws of the State of Florida and local ordinances.

2.24 Insurance

A. Required Types of Insurance

The Contractor shall purchase and maintain at its own expense, during the term of this Agreement the following types and amounts of insurance with limits no less than those shown below, in the form and from companies satisfactory to the County:

SCHEDULE	**LIMITS**
Workers' Compensation	Florida Statutory Coverage
Commercial General Liability	$2,000,000. General Aggregate
Premises-Operations	$1,000,000. Personal/Advertising Injury
	$1,000,000. Each Occurrence
Auto Liability	$5,000,000. CSL
All autos-owned, hired or no-owned (Symbol 1 Coverage)	

(The County of Volusia shall be named as an additional insured under the Commercial General Liability and Auto Liability insurance policies.)

Professional Liability ..... $1,000,000.
(Errors & Omissions)

1. Minimum underlying coverages shall include Commercial General Liability, Automobile Liability and Workers' Compensation/Employer's Liability. (Umbrella liability limit will not be required to be carried by subcontractors.)

   (If the services provided require the disposal of any hazardous or non-hazardous materials off the job site, the disposal site operator must furnish a certificate of insurance for Pollution Legal Liability with coverage for bodily injury and property damage for losses that arise from the facility that is accepting the waste under this Agreement).

2. Umbrella or Excess Liability policies may be used to obtain the total limits of liability required to meet the required limits of coverage stated above. Evidence of such coverage should clearly demonstrate the underlying coverages/policies that are included.

3. Workers' Compensation Insurance. Per Section 2.24, A, Workers' Compensation insurance is required for all employees of the Contractor, employed or hired to perform or provide work or services under this Agreement or that is in any way connected with work or services performed under this Agreement, without exclusion for any class of employee, and shall comply fully with the Florida Workers' Compensation Law (Chapter 440, Florida Statutes, Workers' Compensation Insurance) and include Employers' Liability Insurance with limits no less than the statutory amount shown above per occurrence.

a. Contractor and its Subcontractors, or any associated or subsidiary company doing work on County property or under this Agreement must be named in the Workers' Compensation coverage or provide proof of their own Workers' Compensation coverage, without exclusion of any class of employee, and with a minimum of the statutory limits per occurrence for Employer's liability coverage. Further, if the Contractor's Subcontractors fail to obtain Workers' Compensation insurance and a claim is made against the County by the uncovered employee of said Subcontractor of the Contractor, the Contractor shall indemnify, defend, and hold harmless the County from all claims for all costs including attorney's fees and costs arising under said employee(s) Workers' Compensation insurance claim(s).

4. Commercial General Liability Insurance. Per Section 2.24, A, Commercial General Liability insurance, with a limit of not less than the amounts shown above with an aggregate limit and per occurrence basis, including coverage for the Contractor's operations, independent Contractors, Subcontractors and "broad form" property damage coverages protecting itself, its employees, agents, Contractors or subsidiaries, and their employees or agents for claims for damages caused by bodily injury, property damage, or personal or advertising injury, products liability/completed operations including what is commonly known as groups A, B, and C (libel, false arrest, slander). Such policies shall include coverage for claims by any person as a result of actions directly or indirectly related to the employment of such person or entity by the Contractor or by any of its Subcontractors arising from work or services performed under this Agreement. Public liability coverage shall include either blanket contractual insurance or a designated contract contractual liability coverage endorsement, indicating expressly the Contractor's Agreement to indemnify, defend, and hold harmless the County as provided in this Agreement. The commercial general liability policy shall be endorsed to include the County as an additional insured. The commercial general liability policy shall provide exclusive coverage for the location or project site where the work or services are to be performed under this Agreement. In the alternative, the commercial general liability policy shall be endorsed to provide the designated aggregate per location endorsement or equivalent on a form approved or requested by the County Risk Manager.

5. Motor Vehicle Liability. Per Section 2.24, A, the Contractor shall secure and maintain during the term of this Agreement, motor vehicle coverage in the split limit amounts of no less than the amounts shown above per person, per occurrence for bodily injury and for property damage or a combined single limit of the amount shown above **with "Any Auto", Coverage Symbol 1, providing coverage for all autos operated regardless of ownership, and** protecting itself, its employees, agents or lessees, or subsidiaries and their employees or agents against claims arising from the ownership, maintenance, or use of a motor vehicle.

6. Professional Liability. Per Section 2.24, A, the Contractor shall ensure that it secures and maintains, during the term of this Agreement, Professional Liability insurance with limits of no less than the amount shown above contemplated by this Agreement. Such policy shall cover all the Contractor's or its Subcontractor's professional liabilities whether occasioned by the Contractor or its Subcontractors, or their agents or employees.

   a. If the Contractor fails to secure and maintain the professional liability insurance coverage required herein, the Contractor shall be liable to the County and agrees to indemnify, defend, and hold harmless the County against all claims, actions, losses or damages that would have been covered by such insurance.

   b. The Contractor must maintain a retroactive date prior to or equal to the effective date of this Agreement. The Contractor shall purchase a Supplemental Extended Reporting Period ("SERP") with a minimum reporting period of not less than three (3) years in the event a Subcontractor's policy is canceled, not renewed, switched to occurrence form, or any other event which requires a purchase of SERP to cover a gap in insurance for claims which may arise under or related to this Agreement. The Contractor's purchase of the SERP shall not relieve the Contractor of the obligation to provide replacement coverage. In addition, the Contractor shall require have the Subcontractor's carrier immediately inform the Contractor, and the County of Volusia's Risk Management Division and the Purchasing and Contracts Division of any contractual obligations that may alter its professional liability coverage under this Agreement.

7. Coverages for professional liability shall be provided on an occurrence form or a claims made form with a retroactive date equal to at least the first date of this Agreement and with a three (3) year reporting option beyond the expiration date of this Agreement including any amendments to the Agreement term. County shall be included as an additional named insured under the pollution liability insurance policy.

8. Primary and Excess Coverage. Any insurance required may be provided by primary and excess insurance policies.

B. General Insurance Requirements

1. All insurance policies shall be issued by insurers licensed and/or duly authorized under Florida Law to do business in the State of Florida and all insuring companies are required to have a minimum rating of A- in the "Best Key Rating Guide" published by A.M. Best & Company, Inc.

2. Approval by County of any policy of insurance shall not relieve Contractor from its responsibility to maintain the insurance coverage required herein for the performance of work or services by the Contractor or its Subcontractors for the entire term of this Agreement and for such

longer periods of time as may be required under other clauses of this Agreement.

3. Waiver of Subrogation. The Contractor hereby waives all rights against the County and its Subcontractors to the extent of the risk coverage by any insurance policy required hereunder for damages by reason of any claim, demand, suit or settlement (including workers' compensation) for any claim for injuries or illness of anyone, or perils arising out of this Agreement. The Contractor shall require similar waivers from all its Subcontractors. This provision applies to all policies of insurance required under this Agreement (including Workers' Compensation, and general liability).

4. County Not Liable for Paying Deductibles. For all insurance required by Contractor, the County shall not be responsible or liable for paying deductibles for any claim arising out of or related to the Contractor's business or any Subcontractor performing work or services on behalf of the Contractor or for the Contractor's benefit under this Agreement.

5. Cancellation Notices. During the term of this Agreement, Contractor shall be responsible for promptly advising and providing the County's Risk Management and the Purchasing and Contracts divisions with copies of notices of cancellation or any other changes in the terms and conditions of the original insurance policies approved by the County under this Agreement within two (2) business days of receipt of such notice or change.

6. For any on-site work performed by or on behalf of Contractor on County property, the County shall be named as an additional insured or additional named insured subject to review and determination by County's Risk Manager on all policies required under this Agreement except professional liability and workers compensation.

7. Deductibles Contractors that maintain and administer a self-insured retention or a large deductible program exceeding the insurance requirements listed in this solicitation using a formal program to fund either program may submit an exception in accordance with Section 2.8, Questions, Exceptions, and Addenda Concerning ITB #16-B-155JRD, to be considered for this solicitation.

   The request must include a summary of the program's design, funding method, and the program's supporting financial information. If additional information is necessary, the County will request more specific information, which must be provided by the Contractor. The County's Risk Manager will review the information submitted and determine whether the program is acceptable to the County.

   Contractors with no formal risk management program in place to manage and fund deductibles or self-insured retentions may not be considered. Subject to County approval, Contractor may obtain a letter of credit in the

amount equivalent to the deductible, which shall remain in effect during the term of the Agreement at no additional cost to the County.

C. Proof of Insurance

1. The Contractor shall be required to furnish evidence of all required insurance in the form of certificates of insurance, which shall clearly outline all hazards covered as itemized herein, the amounts of insurance applicable to each hazard and the expiration dates.

2. The Contractor shall furnish proof of insurance acceptable to the County prior to or at the time of execution of this Agreement and the Contractor shall not commence work or provide any service until the Contractor has obtained all the insurance required under this Agreement and such insurance has been filed with and approved by the County. Upon request from the County, the Contractor shall furnish copies of the following types of insurance policies and any changes or amendments thereto, immediately, to the County and County's Risk Management and Purchasing and Contracts Divisions, prior to the commencement of any contractual obligations. This Agreement may be terminated by the County, without penalty or expense to County, if at any time during the term of this Agreement proof of any insurance required hereunder is not provided to the County.

3. All certificates of insurance shall clearly indicate that the Contractor has obtained insurance of the type, amount and classification required by this Section 2.24. No work or services by Contractor or its Subcontractors shall be commenced until County has approved these policies or certificates of insurance. Further, the Contractor agrees that the County shall make no payments pursuant to the terms of this Agreement until all required proof or evidence of insurance has been provided to the County. This Agreement may be terminated by the County, without penalty or expense, if proof of any insurance required hereunder is not provided to the County.

4. The Contractor shall file replacement certificates with the County at the time of expiration or termination of the required insurance occurring during the term of this Agreement. In the event such insurance lapses, the County expressly reserves the right to renew the insurance policies at the Contractor's expense or terminate this Agreement but County has no obligation to renew any policies.

D. The provisions of this Section 2.24, shall survive the cancellation or termination of this Agreement.

2.25 Safety

The Contractor shall take the necessary precautions and bear the sole responsibility for the safety of the methods employed by the Contractor in performing the work. The Bidder shall at all times comply with the regulations set forth by federal, state, and local

laws, rules, and regulations concerning "OSHA" and all applicable state labor laws, regulations, and standards. The Contractor shall indemnify and hold harmless the County from and against all liabilities, suits, damages, costs, and expenses (including attorney's fees and court costs) which may be imposed on the County because of the Contractor, Subcontractor, or supplier's failure to comply with the regulations.

2.26 Governing Law and Venue

All legal proceedings brought in connection with this Agreement shall only be brought in a state or federal court located in the State of Florida. Venue in state court shall be in Volusia County, Florida. Venue in federal court shall be in the United States District Court, Middle District of Florida, Orlando division. Each party hereby agrees to submit to the personal jurisdiction of these courts for any lawsuits filed there against such party arising under or in connection with this Agreement. In the event that a legal proceeding is brought for the enforcement of any term of the Agreement, or any right arising therefrom, the parties expressly waive their respective rights to have such action tried by jury trial and hereby consent to the use of non-jury trial for the adjudication of such suit.

All questions concerning the validity, operation, interpretation, construction and enforcement of any terms, covenants or conditions of this Agreement shall in all respects be governed by and determined in accordance with the laws of the State of Florida without giving effect to the choice of law principles thereof and unless otherwise preempted by federal law.

2.27 Additional Terms

The attached Invitation to Bid cover pages contains additional terms and conditions. These written specifications within this solicitation will take precedence over terms and conditions on the Invitation to Bid cover pages.

2.28 Award Term

The County is looking to promote partnership relationships within the policies and procedures of public procurement. Pursuant toward that end, the successful Contractor(s) shall be awarded an Agreement for an initial three (3) year term with the option for two (2) subsequent one (1) year renewals. All renewals will be contingent upon mutual written agreement and, when applicable, approval of County Council.

2.29 Price Redeterminations

Once each year during the term of the Contract, including any extension or renewal periods thereof, the Contractor may, but is not obligated to, petition the Director of Purchasing and Contracts for one or more price redeterminations where such price redetermination(s) is/are necessitated by documented increases in the cost of wages or fuel. Petitions for price redeterminations shall be made within thirty (30) days of the anniversary date of the Contract (i.e., the calendar day and month when the Contract became effective) and only after the Contract has been in effect for at least one year. Any such petition shall be made pursuant to the provisions of this Section 2.29 and only for those price redetermination categories specified herein. Unless otherwise expressly set forth in this Agreement, no other price redeterminations shall be allowed. All price

redeterminations, once issued, shall be prospective from the date of approval unless otherwise approved by a duly executed amendment to this Contract.

A. *Basis for Price Redeterminations.* The Contractor may petition the Director of Purchasing and Contracts for price redetermination based on the increased costs of wages, fuel, or materials. Price redeterminations will be based solely upon changes in pricing or costs documented by either the Employment Cost Index (ECI) or Producer Price Index (PPI), whichever is applicable, as published by the Bureau of Labor Statistics. The base index number for the ECI will be for the quarter in which the ITB opens. The base index number for the PPI will be for the month the ITB opens. Any subsequent price redeterminations will use the last price redetermination approved for that price redetermination category as the "base index number." The County shall have the right to audit the Contractor's records, including, but not limited to, payroll, materials, and fuel cost records, to verify or otherwise investigate the validity of any price redetermination request.

B. *Wage Price Redetermination.* When requesting a price redetermination based upon an increase in wage costs, the Contractor shall refer to and utilize the Employment Cost Index, Total Compensation, Private Industry, Index Number and Occupational Group at http://data.bls.gov/PDQ/outside.jsp?survey=ci, as prepared by the Bureau of Labor Statistics in the U.S. Department of Labor. The base figure will be tied to Other services (except public administration) under the heading Service Providing Industries. Wage price redetermination increases shall be granted only by reason of wage increases associated with the Contractor's employees or subcontractors performing work or services pursuant to the Contract.

C. *Minimum Wage Price Redetermination.* If the minimum wage increases during the term of the Contract, including any renewal or extension period thereunder, the Contractor may petition the Director of Purchasing and Contracts for price redetermination for those job categories where the pay to the Contractor's employee(s) is the current minimum wage. Upon verification of the information provided, the County will grant an increase of exactly the amount of the minimum wage increase (not the percentage increase). The Contractor must increase the pay to the employee(s) by the amount the Contractor has requested, which shall not exceed the amount of the minimum wage increase. The amount paid to the Contractor will be the increase plus any written and documented increase in FICA, Medicare, and Workers' Compensation insurance. The Contractor must supply written documentation of any other increase that is beyond the scope and control of the Contractor. All written documentation must satisfy the reasonable expectations of the Director of Purchasing and Contracts and Internal Auditor.

1. *Example*: Minimum wage increases from $7.31 to $7.56 per hour. The Contractor may petition for an increase of $0.25 per hour to be paid to the affected employee(s) and shall provide written and documented cost increases for FICA, Medicare and Workers' Compensation. The resulting increase in costs shall be incorporated into fees/rates billed to the County.

If the Contractor bills the County at a higher price according to any price redetermination granted by the County, and the Contractor fails to increase the

hourly rate paid to the employee for the same period, the Contractor will be considered in Contract default and the Contract will be immediately terminated.

D. *Fuel Price Redetermination.* If/when the price of fuel increases by a minimum of ten (10%) percent, the Contractor may petition the Director of Purchasing and Contracts for a fuel price redetermination. As a condition of petitioning for a fuel price increase, the Contractor shall be required to petition for a fuel price redetermination decrease if/when the price of fuel decreases by a minimum of ten (10%) percent. Failure to make such petition may be grounds for Contract termination and shall entitle the County to a refund of the cumulative increase in pay to the Contractor due to any prior fuel price redetermination increase(s). Fuel price redetermination must be based solely upon changes as documented by the Producer Price Index (PPI) for the commodities "*Unleaded Gasoline - WPU057104*" or "*#2 diesel fuel - WPU057303,*" as such may be applicable to the Contractor's operations in connection with the Contractor's performance of the Contract.

E. *Price Redetermination Calculation.* All Price Redeterminations shall be calculated as follows:

Example: Contractor indicated on the Submittal Form that thirty percent (30%) of the cost to provide the product/service is directly attributed to the redetermination category (wages, fuel, or materials).

Base index PPI = ...$179.20
Current applicable PPI = ...$200.50
PPI increased by $10.30 ($200.5 – $179.2 = $21.30)
or (21.3 ÷ $179.2 = .1188) 11.9%

Unit cost of the service is.....$100.00
30% of $100.00 is directly attributed to the redetermination category.....$30.00
$30.00 X 11.9% = ...$3.57
New unit price for the product/service is ($100 + $3.57).....$103.57

F. *Expiration Upon Failure to Agree to Price Redetermination.* If the County and the Contractor cannot agree to a price redetermination pursuant to the terms and conditions of this Section 2.29, then the Contract will automatically expire without penalty or further expense to either party after a period of six (6) months following the Contractor's initial request for such price redetermination. Requests for price redeterminations not made in accordance with the provisions of this Section 2.29 shall be deemed null and void and shall not be a valid reason or pretext for expiration or termination of the Contract. If the contract expires pursuant to the terms and conditions of this Section 2.29, the County reserves the right, at no expense, penalty, or consequence to the County, to award any remaining tasks thereunder to the next available most responsive and responsible Contractor.

2.30 Unusual Costs

The Contractor may petition the County at any time for an additional rate adjustment on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year. If the Contractor petitions for such an increase, the Contractor shall also petition for a rate reduction on the basis of extraordinary and unusual changes in the costs of operation that could not reasonably be foreseen by a prudent operator and which, by all reasonable expectations, will continue for at least one (1) year; failure to make such petition may be grounds for Agreement termination.

The Contractor's request shall contain substantial proof and justification to support the need for the rate adjustment. The County may request from the Contractor, and the Contractor shall provide, such further information as may be reasonably necessary in making its determination. The County shall approve or deny the request, in whole or in part, within sixty (60) days of receipt of the request and all other additional information required by the County. Any price redetermination shall be solely based upon the documentation provided and the County reserves the right to rescind any price relief granted should the circumstances change and prices go down.

2.31 Waiver of Claims

Once this Agreement expires, or final payment has been requested and made, the awarded Contractor shall have no more than thirty (30) calendar days to present or file any claims against the County concerning this Agreement. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this Agreement.

2.32 Termination

A. The resulting Agreement may be terminated by either party upon the material breach by the other party if such breach is not cured within thirty (30) days' written notice from the non-breaching party.

B. County may terminate the resulting Agreement for convenience or non-appropriation upon at least thirty (30) calendar days prior written notice to Contractor.

C. The Contractor may cancel the resulting Agreement with one-hundred eighty (180) days written notice to the Director of Purchasing and Contracts. Failure to provide proper notice to the County may result in the Contractor being barred from future business with the County.

D. After Contractor's receipt of a notice of termination pursuant to Paragraph A above (or to the extent Contractor has not cured a material breach within thirty (30) days' notice from County), and except as otherwise directed by the County, the Contractor shall:

1. Stop work under the Agreement or applicable statement of work on the date specified in the notice of termination;

2. Place no further orders or subcontracts for materials, services or facilities;

3. Terminate all orders and subcontracts to the extent that they relate to the performance of work or services terminated by the notice of termination; and

4. With the approval of the County and to the extent required by the County, settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts. County's approval of such settlements shall be final for all the purposes of this Section 2.32, Termination.

E. After receipt of a notice of termination, the Contractor shall submit to the County its termination claim for amounts owed by County (which shall include, without limitation, all amounts due for work or services performed through the date of termination), in the form and with a certification as prescribed by the County. Such claim shall be submitted promptly but in no event later than thirty (30) days from the effective date of termination, unless one or more extensions in writing are granted by the County, upon request of the Contractor made in writing within such thirty (30) days period or authorized extension thereof. Upon failure of the Contractor to submit its termination claim within the time allowed, the County may determine on the basis of information available to it, the amount, if any, due to the Contractor by reason of the termination and shall thereupon pay to the Contractor the amount so determined. In the event County terminates for convenience or non-appropriation, Contractor shall not be obligated to refund to County any prepaid fees.

F. **Non-Appropriation**. The resulting Agreement may be terminated by the County or Contractor if the County does not appropriate the funding in any fiscal year necessary to pay the compensation set forth in the resulting Agreement.

G. In the event that the resulting Agreement is terminated by the County or Contractor for non-appropriation, Contractor shall be paid in accordance with terms of the resulting Agreement. Contractor shall be paid (a) to the date of termination on a prorated basis for any work or deliverable that has been completed but not yet been paid. County's obligation to pay Contractor under this Section 2.32, Termination, and the resulting Agreement is limited to the budgeted amount for the fiscal year approved by the Volusia County Council for the then current fiscal year of the resulting Agreement. Contractor shall have no right to compel the Volusia County Council to appropriate funds for any fiscal year to pay the compensation.

H. Upon being notified of County's election to terminate for default of Contractor, non-appropriation or convenience, Contractor and its Subcontractors shall refrain from performing further work or incurring additional expenses under the terms of the resulting Agreement, which is not specifically authorized in the notice of termination.

I. If termination of the resulting Agreement occurs for any reason:

1. Except as otherwise provided in the resulting Agreement, Contractor shall return to the County, or destroy, all County confidential information in Contractor' possession and shall certify the destruction or return of said information in a written document signed by the duly authorized representative of the Contractor that all such information has been destroyed or returned, provided that Contractor shall be permitted to retain an archival copy of any such confidential information (provided it continues to maintain the confidentiality of such as prescribed herein) to the extent necessary to have a record of the Service performed hereunder.

2. For all undisputed outstanding invoices submitted to the County for work completed or deliverables delivered prior to the effective date of the termination, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of invoice. Contractor shall invoice the County for any sums Contractor claims to be owed by County under the resulting Agreement for work performed from the last invoice to the effective date of termination. County shall review such invoice for payment within fifteen (15) days of receipt and County shall pay any undisputed amount within forty-five (45) days.

J. In the event of termination by the County for non-appropriation, for all items or products ordered by Contractor before receipt by Contractor of the notice of termination which Contractor could not cancel without imposition of a fee, the County shall cause payments to be made to Contractor within forty-five (45) days of receipt of an undisputed invoice for all cancellation, restocking or residual fees resulting from the cancellation or return of third party products ordered from or shipped by the vendor thereof prior to the effective date of the termination.

2.33 Incurred Expenses

This ITB does not commit the County of Volusia to award an Agreement, nor shall the County of Volusia be responsible for any cost or expense which may be incurred by the Bidder in preparing and submitting the submittal called for in this ITB, or any cost or expense incurred by the Bidder prior to the execution of an Agreement.

2.34 Minimum Specifications

The specifications listed in the scope of service are the minimum required performance specifications for this ITB; they are not intended to limit competition nor specify any particular Bidder, but to ensure that the County receives quality services.

2.35 Compliance with Laws and Regulations

The Contractor shall be responsible to know and to apply all applicable federal and state laws, all local laws, ordinances, rules, regulations, and all orders and decrees of bodies or tribunals having jurisdiction or authority which in any manner affect the work, or which in any way affect the conduct of the work. Contractor shall observe and comply with all such laws, ordinances, rules, regulations, orders, and decrees for all work or services performed under this Agreement. The Contractor shall protect and indemnify County

and all its officers, agents, servants, or employees against any liability or claim made against the County arising from or based on the violation of any such law, ordinance, rule, regulation, order, or decree caused or committed by Contractor, its representatives, Subcontractors, sub-consultants, professional associates, agents, servants, or employees.

At time of Bid submittal, Contractor shall hold the required licensure to be the prime Contractor for all work to be performed under the resulting Agreement. If Contractor proposes to use a Subcontractor or sub-consultant to perform any work under the resulting Agreement such subcontractor and/or sub-consultant shall, at the time of Bid submittal, hold the required licensure for all work to be performed under the resulting Agreement as a subcontractor and shall maintain such license(s) in full force and effect during the term of the resulting Agreement. All licenses and permits required to perform Contractor's duties under the resulting Agreement whether such license or permit is required by the federal government, State of Florida, Volusia County, or any municipality, shall be at Bidder's sole cost and expense, and shall not be a cost of the County. All required licenses and permits shall be maintained in full force and effect during the term of the resulting Agreement.

2.36 Limitation of Liability and Indemnification of County

A. The Contractor shall, at its own expense, indemnify, defend, and hold harmless the County and its public officials (elected and appointed), successors and assigns, agents, officers, and employees, from and against all claims of every kind and nature (including losses incurred or suffered in consequences either of bodily injury to a person or damage to property), damages, losses and expenses, including, but not limited to attorney's fees, arising out of or resulting from the performance of this Agreement provided that the claim, damage, loss and expense is caused by any negligent act or omission of the Contractor, or anyone directly or indirectly employed by Contractor, except that the Contractor will not be required to indemnify, defend and hold harmless the County if such claim, damage, loss and expense is the result of the negligence of the County, or of anyone directly or indirectly employed by the County or anyone for whose acts the County may be liable.

B. Sovereign Immunity. County expressly retains all rights, benefits and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes (as amended). Notwithstanding anything set forth in any Section of this Agreement to the contrary, nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the County beyond any statutory limited waiver of immunity or limits of liability which may have been or may be adopted by the Florida Legislature and the cap on the amount and liability of the County for damages, regardless of the number or nature of claims in tort, equity, or contract, shall not exceed the dollar amount set by the legislature for tort. Nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim against the County, which claim would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

2.37 Records & Right to Audit

County shall have the right to audit the books, records, and accounts of Contractor and its Subcontractors that are related to the resulting Contract. Contractor and its Subcontractors shall keep such books, records, and accounts as may be necessary in order to record complete and correct entries related to the resulting Contract. Contractor shall preserve and make available, at reasonable times for examination and audit by County, all financial records, supporting documents, statistical records, and any other documents pertinent to this Contract for a retention period of five (5) years after completion or termination of the Contract, and any renewals, as required by Item 65, General Records Schedule GS1-SL for State and Local Government Agencies, effective February 19, 2015 and the Florida Public Records Act (Chapter 119, Florida Statutes). Contractor shall, by written Contract, require its Subcontractors to agree to the requirements and obligations of this Section 2.37 Audits will be subject to applicable privacy and confidentiality laws and regulations and Contractor's privacy and confidentiality policies and procedures.

2.38 Change in Scope of Work/Service

A. The County may order changes in the work/service consisting of additions, deletions, or other revisions within the general scope of the Agreement. No claims may be made by the Contractor that the scope of the project or of the Contractor's services has been changed, requiring changes to the amount of compensation to the Contractor or other adjustments to the Agreement, unless such changes or adjustments have been made by written amendment or change order to the Agreement signed by the County Representative, County Director of Purchasing and Contracts, and the Contractor.

B. If the Contractor believes that any particular work/service is not within the scope of work/service of the Agreement, is a material change, or will otherwise require more compensation to the Contractor, the Contractor must immediately notify the County's Representative in writing of this belief. The Contractor and County shall negotiate modifications to the Agreement in good faith and agree upon equitable adjustment for any changes in services or other obligations required of the Contractor due to such modifications. The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order.

C. The County reserves the right to negotiate with the awarded Contractor(s) without completing the competitive bidding process for materials, products, and/or services similar in nature to those specified within this ITB for which requirements were not known when the ITB was released.

2.39 Modifications Due to Public Welfare or Change in Law

The County shall have the power to make changes in the Agreement as the result of changes in law and/or ordinances of Volusia County to impose new rules and regulations on the Contractor under the Agreement relative to the scope and methods of providing services as shall, from time to time, be necessary and desirable for the public welfare. The County shall give the Contractor notice of any proposed change and an opportunity to be heard concerning those matters. The scope and method of providing services as

referenced herein shall also be liberally construed to include, but is not limited to, the manner, procedures, operations and obligations, financial or otherwise, of the Contractor. In the event any future change in Federal, State or County law or the ordinances of Volusia County materially alters the obligations of the Contractor, or the benefits to the County, then the Agreement shall be amended consistent therewith. Should these amendments materially alter the obligations of the Contractor, then the Contractor or the County shall be entitled to an adjustment in the rates and charges established under the Agreement. Nothing contained in the Agreement shall require any party to perform any act or function contrary to law. The County and Contractor agree to enter into good faith negotiations regarding modifications to the Agreement, which may be required in order to implement changes in the interest of the public welfare or due to change in law. When such modifications are made to the Agreement, the County and the Contractor shall negotiate in good faith, a reasonable and appropriate adjustment for any changes in services or other obligations required of the Contractor directly and demonstrably due to any modification in the Agreement under this clause.

2.40 Right to Require Performance

A. The failure of the County or Contractor at any time to require performance by the other of any provision hereof shall in no way affect the right of the County or Contractor thereafter to enforce same, nor shall waiver by the County of any breach of any provision hereof be taken or held to be a waiver of any succeeding breach of such provision or as a waiver of any provision itself.

B. In the event of failure of the Contractor to deliver services in accordance with the Agreement terms and conditions, the County, after due written notice, may procure the services from other sources and hold the Contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies that the County may have.

2.41 Force Majeure

Neither party shall be liable for any failure or delay in the performance of its obligations under the Agreement to the extent such failure or delay necessarily results from the occurrence of a Force Majeure Event beyond the control or reasonable anticipation of either party, including, but not limited to, compliance with any unanticipated government law or regulation not otherwise in effect at the time of execution of this Agreement, acts of God, unforeseeable governmental acts or omissions, fires, strikes, natural disasters, wars, riots, transportation problems, and/or any other unforeseeable cause whatsoever beyond the reasonable control of the parties (and such cause being referred to as a "Force Majeure Event"). Accordingly, the parties further agree that:

A. Upon the occurrence of Force Majeure Event, the non-performing party shall be excused from any further performance of those obligations under this Agreement that are affected by the Force Majeure Event for as long as (a) the Force Majeure Event continues; and (b) the non-performing party continues to use commercially reasonable efforts to recommence performance whenever and to whatever extent possible without delay.

B. Upon the occurrence of a Force Majeure Event, the non-performing party shall notify the other party of the occurrence of such event and describe in reasonable detail the effect(s) of such event upon the party's performance of its obligations and duties pursuant to this Agreement. Such notice shall be delivered or otherwise communicated to the other party within two (2) business days following the failure or delay caused by the Force Majeure Event, or as soon as possible after such failure or delay if the Force Majeure Event precludes the non-performing party from providing notice within such time period.

C. In the event of a Force Majeure Event, the time for performance by the parties under the applicable statement of work shall be extended for a period of time equal to the time lost by reason of such cause through execution of a Change Order pursuant to the terms of the Agreement.

2.42 Contractor's Personnel

During the performance of the Agreement, the Contractor agrees to the following:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, handicap, or national origin, except when such condition is a bona fide occupational qualification reasonably necessary for the normal operations of the Contractor. The Contractor agrees to post in conspicuous places, visible to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, shall state that such Contractor is an Equal Opportunity Employer;

B. The Contractor shall be responsible for ensuring that its employees, agents, and subcontractors comply with all applicable laws and regulations and meet federal, state, and local requirements related to their employment and position;

C. The Contractor certifies that it does not and will not during the performance of the Agreement employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986, as amended;

D. Notices, advertisements, and solicitations placed in accordance with federal law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section 2.42;

E. The Contractor shall include the provisions of the foregoing paragraphs A, B, C, and D, above, in every subcontract or purchase order so that the provisions will be binding upon each Contractor;

F. The Contractor and any Subcontractor shall pay all employees working on this Agreement not less than minimum wage specified in the Fair Labor Standards Act (29 CFR 510-794) as amended;

G. Any information concerning the County, its products, services, personnel, policies, or any other aspect of its business learned by the Contractor or personnel

furnished by the Contractor in the course of providing services pursuant to the Agreement and exempt from disclosure pursuant to Section 119.01, F.S., shall be held in confidence and shall not be disclosed by the Contractor or any employee or agents of the Contractor or personnel furnished by the Contractor, without the prior written consent of the County; and

H. Both Contractor and Subcontractors awarded an Agreement as a result of Section 2.10, *Local Preference*, shall register all open positions related to this Agreement with the Center for Business Excellence (CBE), and submit appropriate affidavit (Sections 10.0 and 11.0 of this document) showing compliance.

2.43 Claim Notice

The Contractor shall immediately report in writing to the County's designated representative or agent any incident that might reasonably be expected to result in any claim under any of the coverage mentioned herein. The Contractor agrees to cooperate with the County in promptly releasing reasonable information periodically as to the disposition of any claims, including a résumé of claims experience relating to all Contractor operations at the County project site. The designated representative for the County shall be:

Name:	County of Volusia, Florida Personnel/Risk Management Division
Address:	230 North Woodland Boulevard, Suite 250 DeLand, Florida 32720
Telephone:	386-736-5963
Fax:	386-822-5006

2.44 Disadvantaged Business Enterprise Program

The County Council has adopted policies, which assure and encourage the full participation of Disadvantaged Business Enterprises (DBE) in the provision of goods and services. The County encourages joint ventures between majority-owned firms and qualified disadvantaged / minority / women-owned firms.

2.45 County/Contractor Relationship

The County of Volusia reserves the right to award one or more Agreements to provide the required services as deemed to be in the best interest of the County.

Any awarded Contractor shall provide the services required herein strictly under a contractual relationship with the County and is not, nor shall be, construed to be an agent or employee of the County. As an independent Contractor the awarded Contractor shall pay any and all applicable taxes required by law; shall comply with all pertinent Federal, State, and local statutes including, but not limited to, the Fair Labor Standards Act, The Americans with Disabilities Act, the Federal Civil Rights Act, and any and all relevant employment laws. The Contractor shall be responsible for all income tax, FICA, and any other withholdings from its employees' or Subcontractor's wages or salaries. Benefits for same shall be the responsibility of the Contractor including, but not limited to, health and

life insurance, mandatory Social Security, retirement, liability/risk coverage, and workers' and unemployment compensation.

The independent Contractor shall hire, compensate, supervise, and terminate members of its work force; shall direct and control the manner in which work is performed including conditions under which individuals will be assigned duties, how individuals will report, and the hours individuals will perform.

The independent Contractor shall not be provided special space, facilities, or equipment by the County to perform any of the duties required by the Agreement, nor shall the County pay for any business, travel, or training expenses or any other Agreement performance expenses not explicitly set forth in the specifications.

The independent Contractor, except as expressly set forth herein, shall not be exclusively bound to the County and may provide professional services to other private and public entities as long as it is not in direct conflict and does not provide a conflict of interest with the services to be performed for the County.

2.46 Damages

Due to the nature of the services to be provided and the potential impact to the County for loss, the Contractor cannot disclaim consequential or special damages related to the performance of this Agreement. The Contractor shall be responsible and accountable for any and all damages, directly or indirectly, caused by the actions or inaction of its employees, staff, or Subcontractors. There are no limitations to this liability.

2.47 Conflict of Interest Form

All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached form disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

2.48 Definitions

As used in this Bid, the following terms shall have the meanings set forth below:

Agreement: Result from this solicitation between the County and the Contractor, which is this Bid, along with any written addenda and other written documents, which are expressly incorporated by reference.

Agreement Administrator: The Director of Purchasing and Contracts or designee shall serve as Agreement Administrator. The Agreement Administrator shall be responsible for addressing any concerns within the scope of the Agreement. Any changes to the resulting Agreement shall be made in writing and authorized by the Director of Purchasing and Contracts.

Bid: A Contractor's offer to the County in response to an invitation to bid (ITB) issued by a purchasing authority.

Bidder: One who submits a response to an invitation to bid (ITB).

Contractor: The person or entity duly authorized, upon award of an invitation to bid (ITB), to have an Agreement with the County to provide the product and/or services set forth herein and incurring liability for the same.

Contractor's Project Manager: The Project Manager has responsibility for administering this Agreement for the successful Bidder(s) and will be designated prior to the issue of the resulting Master Agreement or Purchase Order.

County: The word County refers to the County of Volusia, Florida.

County's Project Manager(s): The Project Manager(s) have responsibility for the day-to-day administration of the resulting Agreement for the County and will be designated prior to award of the resulting Master Agreement or Purchase Order.

Day: The word "day" means each calendar day or accumulation of calendar days.

Director: The Director of Purchasing and Contracts for the County of Volusia, FL.

Extradition: The process of transporting a prisoner from one state to another.

Master Agreement: The payment vehicle through with the successful Bidder(s) shall be compensated. This Agreement will be issued in accordance with the specifications, terms, and conditions of this Bid document and shall be valid for a specified period of time with a specific dollar value, which shall not be exceeded annually.

Person or Persons: An individual, firm, partnership, corporation, association, executor, administrator, trustee, or other legal entity, whether singular or plural, masculine or feminine, as the context may require.

Preference: The method of the reducing the proposed Bid or quote price by a designated percentage for the sole purpose of determining the lowest price when compared to other prices submitted during a competitive solicitation.

Protest: See process at www.volusia.org/purchasing.

Subcontractor: A person other than a materialman or laborer who enters into a contract with a Contractor for the performance of any part of the Agreement documents.

3.0 SUBMITTAL REQUIREMENTS *(Submit in the following order)*

It is not necessary to return every page of this document with the Proposal; return *only* the pages that require signatures or information requested below.

3.1 Completed Invitation To Bid Cover Pages (includes two pages) signed by an authorized agent of the firm, as listed on the Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org (Sunbiz), shall be required. If anyone other than the officers listed on the Sunbiz website will be signing this ITB, a memorandum of authority signed by an officer of the firm allocating authorization shall be required. If firm is not currently registered as a vendor in the State of Florida (Sunbiz), include documentation designation of contracting authority. The memorandum

of authority shall be on the firm's letterhead and shall clearly state the name, title and contact information for the individual designated by the firm.

3.2 Provide a Florida Department of State, Division of Corporations' Sunbiz report available at www.sunbiz.org.

3.3 **Completed Bid Submittal Form** (use attached form Section 4.0).

3.4 **References** - List at least three (3) recent references where the proposed services has been provided within the past three (3) years. Use of the attached form (Section 5.0) will aid in evaluation. Unless specifically asked by the County, the County of Volusia shall *not* be listed as a reference.

3.5 **Business Tax Receipt** (BTR)

To be responsive to this solicitation, each Bidder who is currently required to have a Business Tax Receipt (BTR) at the time of submittal shall provide a copy of their current BTR in their response to this solicitation.

There are two exceptions to this Bid submission requirement:

1. If Bidder's business does not have a physical location in Lake, Orange, Osceola, Seminole, or Volusia County, no submission is required, *OR*
2. If Bidder's business type is exempt, submit with proposal a *Proof of Exemption* approved by the Volusia County Revenue Director (see Section 7.0).

For more information and to access *Ch. 114, Article I, Sect. 114-1* of the Volusia County Code of Ordinances, see www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.stml

3.6 **Insurance** - Evidence of required insurance coverage or proof of insurability in the amounts indicated. If available, a properly completed ACORD Form is preferable. **Final forms must contain the correct solicitation and/or project number and Volusia County contact person.**

Firms that have owner/operators that have filed a "Notice of Election to be Exempt" shall submit a copy with the proposal.

Incorporated and unincorporated firms that qualify for an exemption under the Florida Workers' Compensation law in Chapter 440, Florida Statutes, shall submit an executed *Hold Harmless Agreement* (see Section 8.0) relieving the County of liability in the event they and/or their employees are injured while providing goods and/or services to the County.

3.7 **Conflict of Interest Form** (use attached form Section 9.0) All Bidders shall properly complete, have notarized, and include with their Bid Submittal the attached statement disclosing any potential conflict of interest that the Bidder may have due to ownership, other clients, contracts, or interests associated with this project.

3.8 **Addenda** issued subsequent to the release of this solicitation must be signed and returned with the firm's Bid. Failure to return signed addenda may be cause for the Bid to be considered non-responsive.

3.9 **Taxpayer Identification Number (TIN) and Certification Form** – Include a completed TIN form. If the firm is not registered with Volusia County, on-line registration is available at www.volusia.org/purchasing under Vendor Self Service, which links to the registration site and the TIN form can be accessed through this site as well.

3.10 **Certification Affidavit by Local Business** (use attached forms Section 10.0 and 11.0) All Bidders shall complete, have notarized, and include with their Bid Submittal the attached statement(s) confirming Local Preference Eligibility.

3.11 Drug-Free Work Place form (use attached form Section 12.0).

3.12 Certification Regarding Debarment – Prime (use attached form Section 13.0).

3.13 Certification Regarding Debarment – Sub *if applicable* (use attached form Section 14.0).

3.14 Affidavit acknowledging minimum of 15,000 prisoner transports within last three years (per Section 1.2C).

3.15 Proof of Motor Carrier number from Federal Motor Carrier Safety Administration (per Section 1.2G).

3.16 Attachment A – Pricing Form.

All Bidders shall be prepared to supply a financial statement upon request, preferably a certified audit, but a third party prepared financial statement and the latest D & B report will be accepted.

[THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

August 19, 2016

4.0 BID SUBMITTAL FORM

TO: County of Volusia, Florida
Office of Director of Purchasing and Contracts
123 W. Indiana Avenue, Room 302
DeLand, FL 32720-4608

The undersigned hereby declare(s) that [firm name] U.S. Prisoner Transport has carefully examined the specifications to furnish prisoner transport services, for which Bid Submittals were advertised to be received **no later than 3:00 p.m., EST, on Tuesday, August 23, 2016,** and further declares that the firm will furnish the prisoner transport services according to specifications.

Complete Attachment A—Pricing Form

(Open Attachment from website, perform "file save as" and save spreadsheet to your computer. Fill in pricing, preferably electronically. Include Attachment, in excel format (not pdf), on a CD or USB drive with the rest of your submittal documents.)

The County reserves the right to negotiate with the awarded vendor for additional services similar in nature not known at the time of Bid closing.

Sole Proprietor ☐ **Yes** ☒ **No** **Total number employees** 75

The following information is required in order to be granted a price redetermination.

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, insurances and other employee benefits, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of fuel? ..... 20 %

Which does the firm use: ☒ **Diesel fuel** or ☒ **Gasoline?**

Assuming that the prices quoted include costs for vehicles, maintenance, repair, insurance, fuel, wages, materials, overhead, operating expenses, etc., what percentage of the rate is **directly** attributed to the cost of wages?..... 20 %

Prompt payment discount, if applicable: N/A %, _____ Days; Net 45 Days

Do you accept electronic funds transfer (EFT)? ☒ YES ☐ NO

Do you offer a discount for electronic funds transfer (EFT)? ☐ YES, ____ % ☒ NO

Have you supplied all the Submittal Requirements outlined below?

- ☑ Invitation to Bid cover pages. (Includes two pages)
- ☑ Florida Department of State, Division of Corporations' Sunbiz Report for your firm
- ☑ Completed and executed Bid Submittal form
- ☑ References, in accordance with Section 2.11, *Definition of Responsive and Responsible*

N/A

- ☑ If you have a physical location in Lake, Orange, Osceola, Seminole or Volusia County, submit one of these:
  - ☑ Current Business Tax Receipt, *OR* ☐ Proof of Exemption Form
- ☑ Proof of Insurance, per Section 2.24
- ☑ Hold Harmless Agreement and/or Notice of Election to be Exempt, if required
- ☑ Conflict of Interest form
- ☑ Any addenda pertaining to this ITB
- ☑ Taxpayer Identification Number and Certification Form
- ☑ Certification Affidavit confirming Local Preference Eligibility, if applicable
- ☑ Licenses, per Section 2.23
- ☑ Drug-Free Work Place Form
- ☑ Certification Regarding Debarment – Prime Form
- ☑ Certification Regarding Debarment – Sub Form
- ☑ Affidavit acknowledging minimum of 15,000 prisoner transports within last three years (per Section 1.2C).
- ☑ Proof of Motor Carrier number from Federal Motor Carrier Safety Administration (per Section 1.2G).
- ☑ Attachment A – Pricing Form.
- ☑ Did you include a CD or USB drive, as required in the *Section 2.7, Bid Submittal Form*?

The County of Volusia reserves the right to reject any or all proposals, to waive informalities, and to accept all or any part of any proposal as may be deemed to be in the best interest of the County.

I hereby certify that I have read and understand the requirements of this Invitation to Bid No. **16-B-155JRD, "Prisoner Transport Services",** and that I, as the Bidder, will comply with all requirements, and that I am duly authorized to execute this proposal/offer document and any Agreement(s) and/or other transactions required by award of this ITB.

Further, as attested to by below signature, I will provide the required insurance, per §2.24, Insurance, upon notification of recommendation of award.

The vendor acknowledges that information provided in this Bid is true and correct:

× RDowns

Authorized Signature

Robert Downs

Printed Name

President & COO — 8/19/2016

Title — Date

U.S. Prisoner Transport

Company Name

4150 Dow Road, Suite 1

Full Address

321.725.5570 — 321.725.5524 — tcheek@prisonertransport.net

Telephone — Fax — E-mail Address

20-5020161

Dunn & Bradstreet # — Federal I.D. #

5.0 REFERENCES

Agency #1	Hillsborough County Sheriff's Office		
Address	P.O. Box 3371		
City, State, ZIP	Tampa, FL 33601		
Contact Person	Shaneka Garner		
E-mail	sgarner@hcso.tampa.so.us	Phone:	813-247-0700
Date(s) of Service	2008 to present		
Type of Service	Prisoner Transportation Services		
Comments:			
Agency #2	St. Lucie County Sheriff's Office		
Address	900 north Rock Road		
City, State, ZIP	Fort Pierce, FL 34981		
Contact Person	Doug Laury		
E-mail	lauryd@stluciesheriff.com	Phone:	772-462-3418
Date(s) of Service	2006 to present		
Type of Service	Prisoner Transportation Services		
Comments:			
Agency #3	Gwinnett County Sheriff's Office		
Address	2900 University Parkway		
City, State, ZIP	Lawrenceville, GA 30043		
Contact Person	Brittany Gorham		
E-mail	brittany.gorham@gwinnettcounty.com	Phone:	770-618-6833
Date(s) of Service	2007 to present		
Type of Service	Prisoner Transportation Services		
Comments:			

6.0 NOTIFICATION REGARDING PUBLIC ENTITY CRIME & DISCRIMINATORY VENDOR LIST REQUIREMENTS & DISQUALIFICATION PROVISION

A. Pursuant to Florida Statutory requirements, potential Bidders are notified:

287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

287.133(2)(b) A public entity may not accept any Bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

287.134(2)(a) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a Bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a Bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit Bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

287.134(2)(b) A public entity may not accept any Bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any Bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

B. By submitting a proposal, the Bidder represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes (2005), nor Section 287.134, Florida Statutes (2005).

C. In addition to the foregoing, the Bidder represents and warrants that Bidder, Bidder's subcontractors and Bidder's implementer, if any, is not under investigation for violation of such statutes.

D. Bidder should read carefully all provisions of 287.133 and 287.134, Florida Statutes (2005).

7.0 PROOF OF EXEMPTION

BUSINESS SERVICES
REVENUE DIVISION
123 W. INDIANA AVE. • ROOM 103 • DELAND, FL 32720-4602
PHONE: 386-736-5938 • FAX: 386-822-5729
www.volusia.org/revenue

I certify that the business known as (*business name*) US Prisoner Transport, providing Prisoner Transport services, which is located at (*street address*) 4150 Dow Road, Suite 1 Melbourne, (*city*) FL, falls under the business tax exemption described in:

N/A

- ☐ Florida Statute 205. 063
- ☐ Florida Statute 205. 064
- ☐ Florida Statute 205. 065
- ☐ Florida Statute 205. 162
- ☐ Florida Statute 205. 171
- ☐ Florida Statute 205. 191
- ☐ Florida Statute 205. 192

www.volusia.org/revenue/local-business-tax/business-tax-frequently-asked-questions.shtml

OR is the type of business indicated below:

N/A

- ☐ Child Care – Residential
- ☐ Commercial Rentals
- ☐ Door to Door/Peddler Sales
- ☐ Insurance Adjuster, Agent, or Company
- ☐ Pharmacist/Pharmacy *(Prescription Drugs Only)*
- ☐ Radio/Television Station
- ☐ Religious Institution
- ☐ Residential Rentals over 6months
- ☐ Sale of Alcoholic Products only

R Downs
(Authorized Signature)

Robert Downs
(Printed Name)

STATE OF Florida

COUNTY OF Brevard

Sworn to and subscribed before me this 19th *day of* August, 20 16, *by* Robert Downs, *who is/are personally known to me* ***or*** *who has/have produced* FL Drivers License *as identification.*

ANITA B. WOODALL STATE OF TENNESSEE NOTARY PUBLIC

Anita B. Woodall
NOTARY PUBLIC – STATE OF Tennessee
Type or print name: Anita B. Woodall
Commission No.:
Commission Expires: Nov. 6, 2017

(Seal)

A business that falls under one of the exempt classifications listed above is not required to have a Volusia County Business Tax Receipt.

Revenue Director/Designee

9.0 CONFLICT OF INTEREST FORM

I HEREBY CERTIFY that

1. I, *(printed name)* Robert Downs, am the *(title)* President & COO and the duly authorized representative of the firm of *(Firm Name)* US Prisoner Transport whose address is 4150 Dow Road, Suite 1, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,

2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,

3. This Bid Submittal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same services, and is in all respects fair and without collusion or fraud.

EXCEPTIONS to items above (List): None

Signature: R Downs

Printed Name: Robert Downs

Firm Name: US Prisoner Transport

Date: 8/19/2016

STATE OF Florida

COUNTY OF Brevard

Sworn to and subscribed before me this 19th *day of* August, 2016, *by* Robert Downs, *who is/are personally known to me* ***or*** *who has/have produced* FL Drivers License *as identification.*

Anita B. Woodall

NOTARY PUBLIC – STATE OF Tennessee

Type or print name: Anita B Woodall

Commission No.:

Commission Expires: Nov. 6, 2017

ANITA B. WOODALL STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY

(Seal)

Volusia County
FLORIDA

BUDGET AND ADMINISTRATIVE SERVICES
Purchasing and Contracts
123 West Indiana Avenue • Room 302 • DeLand, FL 32720-4608
Phone: 386-736-5935 • Fax: 386-736-5972
e-mail: purchasing@volusia.org • www.volusia.org

August 4, 2016

Subject: ADDENDUM NO. 1 to ITB No. 16-B-155JRD, "Prisoner Transport Services"

This addendum is being issued to clarify questions and make changes to the Invitation to Bid (ITB). This document and all changes, as listed below, shall become an integral part of the ITB and shall take precedence over what was previously stated in the ITB document.

Section 2.6 Public Records of the solicitation document shall be changed to:

Public Records Law. Pursuant to section 119.0701(2)(a), Florida Statutes, the County is required to provide Contractor with this statement and establish the following requirements as contractual obligations pursuant to the Agreement:

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 386-736-5935, purchasing@volusia.org, by mail, Purchasing and Contracts Division, Attn: Public Records Custodian, 123 W. Indiana Ave. RM 302 DeLand, FL 32720.

1. By entering into this Contract, Contractor acknowledges and agrees that any records maintained, generated, received, or kept in connection with, or related to the performance of services provided under, this Contract are public records subject to the public records disclosure requirements of section 119.07(1), Florida Statutes, and Article I, section 24 of the Florida Constitution. Pursuant to section 119.0701, Florida Statutes, any Contractor entering into a contract for services with the County is required to:

2. Keep and maintain public records required by the County to perform the services and work provided pursuant to this Contract.

3. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.

4. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the County.

5. Upon completion of the Contract, transfer, at no cost, to the County all public records in the possession of the Contractor or keep and maintain public records required by the County to perform the service. If the Contractor transfers all public records to the County upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

6. Requests to inspect or copy public records relating to the County's Contract for services must be made directly to the County. If Contractor receives any such request, Contractor shall instruct the requestor to contact the County. If the County does not possess the records requested, the County shall immediately notify the Contractor of such request, and the Contractor must provide the records to the County or otherwise allow the records to be inspected or copied within a reasonable time.

7. Contractor acknowledges that failure to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

8. Contractor further agrees not to release any records that are statutorily confidential or otherwise exempt from disclosure without first receiving prior written authorization from the County.

Contractor shall indemnify, defend, and hold the County harmless for and against any and all claims, damage awards, and causes of action arising from the Contractor's failure to comply with the public records disclosure requirements of section 119.07(1), Florida Statutes, or by Contractor's failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys fees and costs arising therefrom. Contractor authorizes County to seek declaratory, injunctive, or other appropriate relief against Contractor from a Circuit Court in Volusia County on an expedited basis to enforce the requirements of this section.

Please sign and attach this addendum to your quote submittal. If you have any questions regarding this information, please contact John Duckworth, Procurement Analyst I, at 386-822-5792 or jduckworth@volusia.org.

Kathy A. Williams

Kathy A. Williams, MBA, CPPO, CPPB
Procurement Manager

KW:jrd

Please sign and return with bid for 16-B-155JRD, "Prisoner Transport Services"

Vendor: U.S. Prisoner Transport

Signed by (*Name/Position*): Janisha Cheek - Marketing Coordinator

Phone No.: 321.725.5570 Date: 8-19-14

FAILURE TO RETURN THIS ENTIRE ADDENDUM WITH THE SUBMITTAL MAY CAUSE THE PROPOSAL TO BE RENDERED **NON-RESPONSIVE.**

12.0 DRUG-FREE WORK PLACE

The undersigned firm, in accordance with Florida statute 287.087, hereby certifies that

US Prisoner Transport does:
(Name of Firm)

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Give each employee engaged in providing the commodities or contractual services that are proposed a copy of the statement specified in subsection (1).

4. In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under proposal, the employee will propose by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contender to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

Robert Downs President & COO
Name and Title

8/19/2016
Date

Signature

US Prisoner Transport
Firm

4150 Dow Road, Suite 1
Street address

Melbourne, FL 32934
City, State, Zip

13.0 CERTIFICATION REGARDING DEBARMENT (PRIME)

Certification Regarding
Debarment, Suspension,
And Other Responsibility Matters
Primary Covered Transactions

TO BE COMPLETED BY PRIME CONTRACTOR

A. The prospective primary participant (contractor) certifies to the best of its knowledge and belief, that it and its principals (subcontractors and suppliers):

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

2. Have not within a three (3) year period preceding this bid proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and

4. Have not within a three-year period preceding this bid proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid proposal.

Robert Downs, President & COO
Name and Title

8/19/2016
Date

R Downs
Signature

US Prisoner Transport
Firm

4150 Dow Road, Suite 1
Street address

Melbourne, FL 32934
City, State, Zip