/18

SUBJECT: PIGGYBACK CLAY COUNTY SHERIFF'S OFFICE RFP #B21-001 FOR INMATE TRANSPORT AND HOSPITAL WATCH SERVICES

BID #: PSC-0307-23 **OPEN DATE:** N/A

GENERAL GOVERNMENT AWARDS COMMITTEE

KIND AND BASIS OF CONTRACT: PIGGYBACK CONTRACT- FROM DATE OF EXECUTED CONTRACT THROUGH SEPTEMBER 30, 2023 WITH THREE (3) ONE (1) YEAR RENEWAL OPTIONS

AGENCY: JACKSONVILLE SHERIFF'S OFFICE

BASIS OF AWARD: PER PIGGYBACK CONTRACT

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

SUMMARY OF BIDS AND RECOMMENDED ACTIONS:
Recommend approval to piggyback Clay County Sheriff's Office RFP #B21-001 for Inmate Transport and Hospital Watch Services with Neverquit Security LLC, for the Jacksonville Sheriff's Office. Period of Service will be from date of executed contract through September 30, 2023, with three (3) one (1) year renewal options. Total expenditure for FY23 is a not-to-exceed $200,000.00.

Funding Source: 00111.561102.534100.000000.00000000.00000.0000000 - and executed by formal contract through Office of General Counsel and processed via Purchase Order Release(s).

Attachments: Recommendation Memo, Vendor Letter, Contract #43230000-NASPO-16-ACS, Certificate of Insurance

BUYER: _____ **RESPECTFULLY SUBMITTED** _____
OLIVE WALLACE-COHEN
DUSTIN FREEMAN, CHIEF
PROCUREMENT DIVISION

CONCURRENCE BY: **Tammy Morris, Director of Department of Corrections**

(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

T.K. Waters, Sheriff

Serve • Protect • Community

To: Dustin Freeman
Chief of Procurement

Thru: Bill Clement, CPA
Chief of Budget

From: Tammy Morris
Director of Department of Corrections

Subject: Piggyback Request Clay County Sheriff's Office RFP #B21-001 for Inmate Transport and Hospital Watch Services

Date: December 06, 2022

The Jacksonville Sheriff's Office is requesting a piggyback award under Sections 126.211 and 126.309 of the ordinance code to procure Inmate Transport and Hospital Watch Services. We request authorization to utilize the Clay County Sheriff's Office RFP #B21-001, which was competitively procured and awarded to Neverquit Security, LLC. The contract is an active contract between the Clay County Sheriff's Office and the supplier. We are requesting the award between the Jacksonville Sheriff's Office and Neverquit Security, LLC, from date of executed contract through September 30, 2023, with three (3) one (1) year renewal options. The maximum indebtedness for FY 23 will be $200,000.00. The funding source 00111.561102.534100.000000.00000000.00000.0000000.

Attached is a copy of solicitation RFP #B21-001 and subsequent contract between the Clay County Sheriff's Office and Neverquit Security, LLC. We are requesting authorization for the contract to be executed by the Office of General Council.

Attached of the Certificate of Liability Insurance and approval by Risk Management.

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

NERVSEC-01 ANDRESE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/14/2022

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 have ADDITIONAL INSURED provisions or 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 License # 0E67768
Insurance Office of America
1 Sleiman Parkway
Suite 130
Jacksonville, FL 32216

CONTACT NAME:
PHONE (A/C, No, Ext): (904) 448-9777 FAX (A/C, No): (904) 448-9788
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Kinsale Insurance Company	38920
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Neverquit Security, LLC
P.O. Box 5
Elkton, FL 32033

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		
A	X COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$	1,000,000
	X CLAIMS-MADE OCCUR			0100141789-1	2/17/2022	2/17/2023	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
							MED EXP (Any one person)	$	Excluded
							PERSONAL & ADV INJURY	$	Excluded
	GEN'L AGGREGATE LIMIT APPLIES PER						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:							$	
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	
	ANY AUTO						BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$	
	DED RETENTION $							$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						PER STATUTE / OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N / A						E.L. EACH ACCIDENT	$	
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	
							E.L. DISEASE - POLICY LIMIT	$	

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

CERTIFICATE HOLDER

Jacksonville Sherriff's Office
501 E Bay
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

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OFFICE OF THE SHERIFF
ORDER REQUEST FORM

Request For: Transportation/Fugitive (Work Unit) | Jails (Division) | Corrections (Dept.)

Requestor: Lt. Krause (Name) | 7711 (ID #) | 630-5847 (Phone) | 12/6/2022 (Date)

Deliver To Location: PTDF 500 E Adams

Item No.	Description and Model No.	JSO Stock No.	QTY.	Unit Cost	Total
1	Prisoner Transport Services per Piggyback Request Clay County		1	$ 0.01	$ 0.01
2	Sheriff's Office RFP#B21-001 with Neverquit Security				
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
				TOTAL REQUEST	$ 0.01

Suggested Vendor: Neverquit Security

Vendor Phone:

Vendor Address / E-mail:

☐ Proprietary
☐ Sole Source

If Proprietary / Sole Source, attach appropriate form and letter from vendor.

Special funding to be used for this purchase?
☐ Loan Pool / Banking Fund
☐ Grant *
☐ Trust Fund *

* Enter name and # of Grant or Trust Fund

Justification / Repetitive Request Authorization / Notes:

Inmate Transport and Hospital Watch Services 00111.561102.534100.0000

Approvals:

1. Signature | ID # | Date
2. Signature | ID # | Date
3. Signature | ID # | Date
4. Signature | ID # | Date

Required approval level (per General Order 54):

$0	to	$2,500	- Assistant Chief or higher
$2,501	to	$5,000	- Chief or higher
$5,001	or	more	- Director or higher

Budget Office Use Only
Index | Subobject
Analyst | Date

Baines, Deidra B.

From:	Verdejo Magras, Wanda <WVerdejo@coj.net> on behalf of RiskReview <RiskReview@coj.net>
Sent:	Tuesday, November 22, 2022 11:59 AM
To:	Baines, Deidra B.
Subject:	CONCLUDED REVIEW ON Neverquit Security Piggyback of Clay County Agreement
Attachments:	Indemnification Provision for NeverQuit.docx; Insurance Requirements for NeverQuit.docx
Categories:	Action Required

******EXTERNAL EMAIL SOURCE******

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

Thank you for allowing Risk Management an opportunity to review your request.

I consulted the details of the agreement and the following recommendations were made.

Summary: We recommend that the agreement between the City and Neverquit include the attached Insurance Requirements and Indemnification provision.

Please note that we were not sure how NeverQuit would be referred to in the agreement ("NeverQuit", "Vendor", "Provider", etc.) and so these provisions should be amended to include the correct name reference.

Unless there is any further question, Risk Management concludes the review.

NOTE: Please label all emails correspondence: Subject: Neverquit Security-Inmate Trans & Hospital Watch Piggyback Clay County Agreement (JSO)

Any further questions, please feel free to contact me.

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

ONE CITY. ONE JACKSONVILLE

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. <Deidra.Baines@jaxsheriff.org>
Sent: Tuesday, November 15, 2022 11:49 AM
To: RiskReview <RiskReview@coj.net>
Subject: RE: NEED DOC FOR RISK TO CONCLUDE REVIEW ON Neverquit Security Piggyback of Clay County Agreement

Wanda,

There is no COJ agreement yet. We are piggybacking off of Clay and the piggyback process begins with Risk reviewing the COI the supplier submitted versus the agreement.

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

From: Verdejo Magras, Wanda <WVerdejo@coj.net> **On Behalf Of** RiskReview
Sent: Monday, November 14, 2022 10:58 AM
To: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Subject: NEED DOC FOR RISK TO CONCLUDE REVIEW ON Neverquit Security Piggyback of Clay County Agreement
Importance: High

EXTERNAL EMAIL SOURCE

This email was sent from a non-JSO account. Do not open any links or any attachments unless you trust the sender and know the content is safe.

Greetings,

For this Risk Review, we seem to be missing the COJ agreement or amendment.

All we have attached is the Executed Clay County agreement (that we are piggy-backing off of), the RFP and a liability certificate.

Please submit the COJ agreement that will be used.

NOTE: Please label all emails correspondence: Subject: Neverquit Security-Inmate Trans & Hospital Watch Piggyback Clay County Agreement (JSO)

NOTE: All emails sent to Wverdejo@coj.net **&** RiskReview@coj.net

Any further questions, please feel free to contact me.

Cordially,

Wanda Verdejo
Property and Casualty Compliance Administrator
for Risk Management Division
City of Jacksonville
117 West Duval Street, Suite 335
Jacksonville, FL 32202-3381
Phone : 904-255-5314
New Cell : 904-489-5495

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From: Baines, Deidra B. <Deidra.Baines@jaxsheriff.org>
Sent: Friday, November 04, 2022 3:28 PM
To: RiskReview <RiskReview@coj.net>
Subject: Neverquit Security Piggyback of Clay County Agreement

EXTERNAL EMAIL: This email originated from a non-COJ email address. Do not click any links or open any attachments unless you trust the sender and know the content is safe.

Attached is a Risk Review Request, copy of the RFP, the contract and the COI.

Let me know if you have any questions.

Deidra Baines, #69081
Procurement Manager
Jacksonville Sheriff's Office | Budget Division
Office: 904.630.2217 | Desk: 904.630.5970| Fax: 904.630.2772
Deidra.Baines@jaxsheriff.org

Connect with us: jaxsheriff.org or on social media
The Mission of the Jacksonville Sheriff's Office: "To Serve and Protect in Partnership with Our Community"

EXHIBIT D
INDEMNIFICATION

Recipient 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 Indemnified Party exercises its right under this **Contract**, the Indemnified Party will (1) provide reasonable notice to the Indemnifying Party of the applicable claim or liability, and (2) allow Indemnifying Party, at its own expense, to participate in the litigation of such claim or liability to protect its 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.

ATTACHMENT E
INSURANCE REQUIREMENTS

Without limiting its liability under this Contract, Provider 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 Provider 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 Provider (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.

Automobile Liability $1,000,000 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 Law Enforcement Liability)

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. Certificates of Insurance. **Applicant shall** deliver to the City of Jacksonville Certificates of Insurance that shows the corresponding City Contract , Bid Number or PO if applicable in the Description, Additional Insured, Waivers of Subrogation and statement as provided below. The certificates of insurance shall be insurance certificate shall be made available upon request of the City of Jacksonville.

B. Additional Insured: All insurance except Worker's Compensation, Crime shall be endorsed to name the City of Jacksonville and their respective members, officers, officials, employees, and agents as Additional Insured. Additional Insured for General Liability shall be in a form no more restrictive than CG2010 and, if products and completed operations is required, CG2037, Automobile Liability in a form no more restrictive thanCA2048.

C. 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 its respective members, officers, officials, employees and agents

D. Carrier Qualifications. The above insurance shall be written by an insurer holding a current certificate of authority pursuant to Chapter 624, Florida Statutes 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.

E. **Applicant** Insurance Primary. The insurance provided by **Applicant shall** apply on a primary basis to, and shall not require contribution from, any other insurance or self-insurance maintained by the City of Jacksonville and their respective members, officers, officials, employees, and agents

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

G. **Agreement** Insurance Additional Remedy. Compliance with the insurance requirements of this **Agreement** shall not limit the liability of the **Applicant** or its subcontractors, employees, or agents to the City of Jacksonville its respective members, officers, officials, employees, and agents and shall be in addition to and not in lieu of any other remedy available under this **Agreement** or otherwise.

H. Waiver/Estoppel. Neither approval by City of Jacksonville nor its failure to disapprove the insurance furnished by **Applicant** shall relieve **Applicant** of **Applicant's** full responsibility to provide

insurance as required under this Contract.

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

J. Survival. Anything to the contrary notwithstanding, the liabilities of the **Applicant under** this Agreement 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 of Jacksonville may reasonably require additional insurance coverages in amounts responsive to those liabilities, which may or may not require that the City of Jacksonville and its respective members, officers, officials, employees and agents also be named as an additional insured.

L. Special Provision: Prior to executing this Agreement, **Applicant** shall present this **Agreement** and insurance requirements to its Insurance Agent Affirming: 1) that the agent has personally reviewed the insurance requirements of the **Agreement** Documents, and (2) that the agent is capable (has proper market access) to provide the coverages and limits of liability required on behalf of Contract.

Neverquit Security, LLC

Proposal for Inmate Extradition

Dear Jacksonville Sheriff's Office:

On behalf of Neverquit Security (NQS), please allow me to say how pleased we are to be able to serve your Agency, Jacksonville Sheriff's Office, in this time of challenge and financial scrutiny. NQS exists specifically in order to respond to security needs and the extradition of inmates to and from JSO. We stand ready to serve and are honored to respond to your needs.

CONFIDENTIALITY: All information shared verbally and included in this proposal remains between NeverQuit Security and Jacksonville Sheriff's Office and remains confidential except for that information not exempt in F.S. 119.071 (Florida Public Records Law). Based on our initial discussion, we have outlined below what we would intend to include in providing security and extradition operations.

PURPOSE:

This proposal package sets forth the operational plan and methods by which our team will provide extradition services with the following priorities:

A. Inmate Extradition: Provide armed security extradition service for The Jacksonville Sheriff's Office.

The Neverquit Security Operational Ethic

At all times during NQS's engagement by the Client, NQS and its employees, associates and/or agents (personnel) agree to act in accordance with instructions from the Client. No actions will be undertaken by NQS that will invite negative press, harm to innocent parties, legal challenge, or unauthorized activity. We protect the Client's reputation and good will in all circumstances, along with assets and personnel.

NQS agrees that its personnel will always act professional and will adhere to the laws of the local and national jurisdiction. The Client agrees that NQS personnel assume no liability for actions arising from the use of legal, appropriate, accurate or professional actions performed properly and completely for the Client in a timely manner, and in accordance with Client instructions.

The Neverquit Extradition Team consists of very highly qualified professionals who have distinguished themselves in U.S. Law Enforcement, Corrections, Security and or Military careers. These personnel uphold the highest professional standards and have pledged to pursue excellence both ethically and professionally in the security arena. Individuals found who do not uphold these standards are immediately dropped from the Client's extradition team. We do not anticipate such actions.

PROPOSAL PAYMENT TERMS, TIMELINE AND FEE

The following are the Terms for Payment:

- 1.19 cents per mile for total travel distance (round trip) starting and stopping from the JSO Correctional Facility

- $18 per hour from the time of arrival at the pick-up location (only when inmate is in our custody) identified for extradition and returning to JSO Correctional Facility. Any tolls incurred during transport.

Our real-world security methodology and security solutions can be adapted to allow for various levels of security service to be tailored or adjusted in accordance with protection required. We fully expect that our service will reduce the overall budget expense of a full-time Deputy Sheriff and increase the overall operational effectiveness allowing JSO to focus on current in custody inmates and calls for service. NQS remains available to assist you with security needs.

PUBLIC RECORDS

Neverquit Security must comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 Neverquit Security does not transfer the records to the public agency.

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

As the Owner, CEO and retired L.E.O., I personally oversee the operations of Extraditions.

Respectfully,

Jason Ashton, C.E.O.
Neverquit Security LLC.

RFP # B21-001

CCSO INMATE TRANSPORT & HOSPITAL WATCH SERVICES

2021 FEB 22 PM 12:56

Neverquit Security, LLC

Proposal for Inmate Extradition and Hospital Watch

Dear Sheriff Cook:

On behalf of Neverquit Security (NQS), please allow me to say how pleased we are to be able to serve your Agency, Clay County Sheriff's Office, in this time of challenge and financial scrutiny. NQS exists specifically in order to respond to security needs and the extradition of inmates to and from CCSO. We stand ready to serve and are honored to respond to your needs.

CONFIDENTIALITY: All information shared verbally and included in this proposal remains between NeverQuit Security and Clay County Sheriff's Office and remains confidential except for that information not exempt in F.S. 119.071 (Florida Public Records Law). Based on our initial discussion, we have outlined below what we would intend to include in providing security and extradition operations.

PURPOSE:
This proposal package sets forth the operational plan and methods by which our team will provide security and extradition services with the following priorities:

A. Inmate Extradition: Provide armed security extradition service for The Clay County Sheriff's Office.
B. Inmate/Prisoner Hospital Protection: Respond and provide armed security watch for inmates transported to medical facilities and remain with inmate until released to return to correctional facility.

The Neverquit Security Operational Ethic

At all times during NQS's engagement by the Client, NQS and its employees, associates and/or agents (personnel) agree to act in accordance with instructions from the Client. No actions will be undertaken by NQS that will invite negative press, harm to innocent parties, legal challenge, or unauthorized activity. We protect the Client's reputation and good will in all circumstances, along with assets and personnel.

NQS agrees that its personnel will always act professional and will adhere to the laws of the local and national jurisdiction. The Client agrees that NQS personnel assume no liability for actions arising from the use of legal, appropriate, accurate or professional actions performed properly and completely for the Client in a timely manner, and in accordance with Client instructions.

The Neverquit Extradition Team consists of very highly qualified professionals who have distinguished themselves in U.S. Law Enforcement, Corrections, Security and or Military careers. These personnel uphold the highest professional standards and have pledged to pursue excellence both ethically and professionally in the security arena. Individuals found who do not uphold these standards are immediately dropped from the Client's extradition team. We do not anticipate such actions.

PROPOSAL PAYMENT TERMS, TIMELINE AND FEE

The following are the Terms for Payment:

- .99 cents per mile for total travel distance (round trip) starting and stopping from the CCSO Correctional Facility
- $18 per hour from the time of arrival at the pick-up location (only when inmate is in our custody) identified for extradition and returning to CCSO Correctional Facility.
- $19 per hour rounded down to 15-minute intervals, for security and supervision of an inmate at a medical facility, the hourly rate is complete upon return of inmate to the Clay County Jail or if relieved of service by CCSO.

Our real-world security methodology and security solutions can be adapted to allow for various levels of security service to be tailored or adjusted in accordance with protection required. We fully expect that our service will reduce the overall budget expense of a full-time Deputy Sheriff and increase the overall operational effectiveness allowing CCSO to focus on current in custody inmates and calls for service. NQS remains available to assist you with security needs.

PUBLIC RECORDS

Neverquit Security must comply with public records laws, specifically to:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency 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 this chapter or as otherwise provided by law.
3. 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 Neverquit Security does not transfer the records to the public agency.

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

As the Owner and CEO, I personally oversee the operations of Inmate Hospital Watch and Extraditions.

Respectfully,

Jason Ashton, C.E.O.
Neverquit Security

APPENDIX A: FORMS

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature
3. Proposal Submittal Form
4. Qualifications Statement Form
5. Non-Collusive Affidavit
6. Public Entity Crimes Statement Form
7. Drug Free Workplace Form
8. Indemnification/Hold Harmless Form
9. Insurance Requirements
10. Reference List Form
11. Cost/Fee Schedule

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ Go to *www.irs.gov/FormW9* for instructions and the latest information.

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

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Neverquit Security LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. 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: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its 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.) See instructions.
PO BOX 5

Requester's name and address (optional)

6 City, state, and ZIP code
ELKTON, FL 32033

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 instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
☐☐☐ – ☐☐ – ☐☐☐☐

or

Employer identification number
4 7 – 1 2 7 8 4 1 4

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 for Part II, later.

Sign Here Signature of U.S. person ▶ Date ▶ 2-18-21

General Instructions

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

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

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, *later.*

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor's company and the enclosed Proposal is submitted on behalf of the Contractor's company.

2. The undersigned has carefully reviewed all the materials and data provided on the Contractor's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.

3. The Proposal offered by the Contractor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.

4. The Contractor's company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Contractor's company offering this Proposal.

5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.

6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.

7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

NEVERQUIT SECURITY LLC
Name of Company

Signature of Authorized Representative

JASON ASHTON
Type or Printed Name of Authorized Representative

CEO
Title

2-18-21
Date

PROPOSAL SUBMITTAL FORM

NEVERQUIT SECURITY LLC — 904-894-5487
Company Name — Telephone

4812 SAN JUAN AVE
Home Office Address

JACKSONVILLE, FL. 32210 — MAILING ADDRESS P.O. BOX 5 FLORAL, FL 32233
City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative
Telephone

Fax Number — Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No._____ Dated _____ Addendum No._____ Dated_____
Addendum No._____ Dated _____ Addendum No._____ Dated_____

Signature — 2-18-21 Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

QUALIFICATIONS STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
___Corporation LLC
___Partnership
___Individual
___Joint Venture
___Other

SUBMITTED BY:
NAME: NEVERQUIT SECURITY LLC
ADDRESS: 4812 SAN JUAN AVE JAX FL 32210
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: NEVERQUIT SECURITY LLC

The address of the principal place of business is: 4812 SAN JUAN AVE JACKSONVILLE, FL. 32210

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: 2014 LLC

b. State of Incorporation: 2014 LLC

c. President's Name: OWNER JASON ASHTON

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

h. Name and address of Resident Agent: _____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

_____

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name? SINCE 2014

Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of Florida
County of St. Johns

On this the 22nd day of February, 2021 before me, the undersigned Notary Public of the State of Florida, personally appeared Jason Ashton and (Name(s) of individual(s) who appeared before notary whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

NOTARY PUBLIC SEAL OF OFFICE:

KENDRA D. MCGAULEY
MY COMMISSION # GG 985764
EXPIRES: May 13, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF Florida

Kendra D. McGauley
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath

Qualifications Statement Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of FLORIDA

County of ST. JOHNS

JASON ASHTON being first duly sworn, deposes and says that:

1. He/she is the OWNER. (Owner, Partner, Officer, Representative or Agent) of NEVERQUIT SECURITY LLC the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Witnessed in the presence of:

J. Brennan

Jordore Brennan

By: [signature]

J. Ashton
(Printed Name)

CEO/Owner
(Title)

ACKNOWLEDGEMENT

State of Florida
County of St. Johns

On this the 22nd day of February, 2021 before me, the undersigned Notary Public of the State of Florida, personally appeared Jason Ashton and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

Kendra D. McGauley

NOTARY PUBLIC SEAL OF OFFICE

KENDRA D. MCGAULEY
MY COMMISSION # GG 985784
EXPIRES: May 13, 2024
Bonded Thru Notary Public Underwriters

NOTARY PUBLIC, STATE OF Florida

Kendra D. McGauley
(Name of Notary Public: Print, stamp, or type as commissioned)

Personally known to me, or Produced Identification: _____ DID take an oath, or DID NOT take an oath.

Non-Collusive Affidavit Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

PUBLIC ENTITY CRIMES STATEMENT FORM

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.**

I, JASON ASHTON, being an authorized representative of the company of NENERGUET SECURITY LLC, located at City: JACKSONVILLE State: FL Zip: 32110, have read and understand the contents of the Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal accordingly.

Signature: _____ Date: 2-18-21

Phone: 9098945487 Fax: _____

Federal ID#: 47-1278414

DRUG FREE WORKPLACE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company shall:

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 action 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 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 under an RFP, 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 RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United Sates 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 an 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 company complies fully with the above requirements.

Concur ✓ Variance _____

2-15-21 _____ _____

Date Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS FORM

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur ✓ Variance _____

I, JASON ASHTON, being an authorized representative of the company of

NEUHEQUET SECURITY LLC located at City JACKSONVILLE

_____, State FL, Zip Code 32110

Phone: 9045945487 Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, 2-18, 2021.

JASON ASHTON
Please Print Name

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

REFERENCE LIST FORM

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: NASSAU COUNTY S.O. Name: PUTNAM COUNTY S.O.

Address: 76001 BOBBY MOORE CIR YULEE, FL. 32097 Address: 130 ORTH GRATTEN BLVD PALATKA FL.

Contact: LATRESA CARROLL Contact: COLONEL JOE WELLS (UNDER SHERIFF)

Telephone No.: (904) 548-4004 Telephone No.: (386) 937-3334

Name: BRADFORD COUNTY S.O Name: _____

Address: 945 N. TEMPLE AVE STARKE, FL. 32091 Address: _____

Contact: DEPUTY J. MESSER Contact: _____

Telephone No.: (904) 591-0120 Telephone No.: (____) _____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____) _____

COST/FEE SCHEDULE

For Evaluation Purposes, all Proposers shall complete the attached Evaluation Based – Cost/Fee Schedule. This data is provided for evaluation purposes only and in no way is intended to limit, project, or predict the intended workhours or holiday schedule throughout the life of the agreement.

For Contracting Purposes, all Proposers shall complete the following pricing information.

Cost Proposal to the Clay County Sheriff's Office
In accordance with your RFP B21-001 and subject to all conditions thereof, I, the undersigned, hereby propose to provide the requested services at the following rates. Further, I affirm that these rates shall include any and all costs, fees, charges, or expenses associated with providing any and all labor, materials, equipment, transportation or supervision necessary to perform the required services:

Charges for Inmate Transports –

Local Transports – transport services to or from correctional facilities in surrounding counties of Duval, Baker, Bradford, Nassau and St. Johns –
$ .99 per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $ 18 per hour.

Intrastate Transports - Mileage rate for ground transport
$ .99 per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $ 18 per hour.

Interstate Transports – Mileage rate for ground transport -
$ .99 per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $ 18 per hour.

Mileage shall be calculated as total distance traveled; starting at pickup location and ending at drop off location while engaged in transport of inmate(s).

Hourly rate shall be calculated as time rounded down to fifteen (15) minute intervals from the time of pickup to the time of discharge of the inmate(s) at established location.

Charge for Inmate Watch at Medical Facility
$ 19 per hour. Based on actual time rounded down to fifteen (15) minute intervals for supervision of an inmate.

COST/FEE SCHEDULE

Ancillary Fees, Administration, or Value Added Services
I, the Proposer, request the CCSO's consideration of the following additional fees. Further, I affirm that no additional fees, unless listed below and specially incorporated into a future agreement between myself and the CCSO, shall be charged to the CCSO under a potential contract.

Description of Service	Amount	Basis for Billing
COST OF TOLLS DURING A TRANSPORT	WHATEVER EACH STATE CHARGES	

Certifications to CCSO
I, the undersigned, hereby certify that I shall:

a. comply with the laws of the State of Florida;
b. comply with the applicable portion of the Federal Civil Rights Act of 1964,
c. comply with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
d. comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
e. comply with all terms and conditions set out in this RFP and, if awarded, the resulting contract,
f. affirm, as a condition precedent to award, that the Bid submitted was independently arrived at, without collusion, under penalty of perjury, and
g. keep this offer open and valid for at least 90 days after bid opening.

JASON ASHTON CEO
Print Name and Title

2-18-21
Signature and Date

APPENDIX H SECURITY ADDENDUM

The following pages contain:

The legal authority, purpose, and genesis of the Criminal Justice Information Services Security Addendum (H2-H4);

An example of a contract addendum (H-5);

The Security Addendum itself (H6-H7);

The Security Addendum Certification page (H8).

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

Legal Authority for and Purpose and Genesis of the Security Addendum

Traditionally, law enforcement and other criminal justice agencies have been responsible for the confidentiality of their information. Accordingly, until mid-1999, the Code of Federal Regulations Title 28, Part 20, subpart C, and the National Crime Information Center (NCIC) policy paper approved December 6, 1982, required that the management and exchange of criminal justice information be performed by a criminal justice agency or, in certain circumstances, by a noncriminal justice agency under the management control of a criminal justice agency.

In light of the increasing desire of governmental agencies to contract with private entities to perform administration of criminal justice functions, the FBI sought and obtained approval from the United States Department of Justice (DOJ) to permit such privatization of traditional law enforcement functions under certain controlled circumstances. In the Federal Register of May 10, 1999, the FBI published a Notice of Proposed Rulemaking, announcing as follows:

> 1. Access to CHRI [Criminal History Record Information] and Related Information, Subject to Appropriate Controls, by a Private Contractor Pursuant to a Specific Agreement with an Authorized Governmental Agency To Perform an Administration of Criminal Justice Function (Privatization). Section 534 of title 28 of the United States Code authorizes the Attorney General to exchange identification, criminal identification, crime, and other records for the official use of authorized officials of the federal government, the states, cities, and penal and other institutions. This statute also provides, however, that such exchanges are subject to cancellation if dissemination is made outside the receiving departments or related agencies. Agencies authorized access to CHRI traditionally have been hesitant to disclose that information, even in furtherance of authorized criminal justice functions, to anyone other than actual agency employees lest such disclosure be viewed as unauthorized. In recent years, however, governmental agencies seeking greater efficiency and economy have become increasingly interested in obtaining support services for the administration of criminal justice from the private sector. With the concurrence of the FBI's Criminal Justice Information Services (CJIS) Advisory Policy Board, the DOJ has concluded that disclosures to private persons and entities providing support services for criminal justice agencies may, when subject to appropriate controls, properly be viewed as permissible disclosures for purposes of compliance with 28 U.S.C. 534.
>
> We are therefore proposing to revise 28 CFR 20.33(a)(7) to provide express authority for such arrangements. The proposed authority is similar to the authority that already exists in 28 CFR 20.21(b)(3) for state and local CHRI systems. Provision of CHRI under this authority would only be permitted pursuant to a specific agreement with an authorized governmental agency for the purpose of providing services for the administration of criminal justice. The agreement would be required to incorporate a security addendum approved by the Director of the FBI (acting for the Attorney General). The security

addendum would specifically authorize access to CHRI, limit the use of the information to the specific purposes for which it is being provided, ensure the security and confidentiality of the information consistent with applicable laws and regulations, provide for sanctions, and contain such other provisions as the Director of the FBI (acting for the Attorney General) may require. The security addendum, buttressed by ongoing audit programs of both the FBI and the sponsoring governmental agency, will provide an appropriate balance between the benefits of privatization, protection of individual privacy interests, and preservation of the security of the FBI's CHRI systems.

The FBI will develop a security addendum to be made available to interested governmental agencies. We anticipate that the security addendum will include physical and personnel security constraints historically required by NCIC security practices and other programmatic requirements, together with personal integrity and electronic security provisions comparable to those in NCIC User Agreements between the FBI and criminal justice agencies, and in existing Management Control Agreements between criminal justice agencies and noncriminal justice governmental entities. The security addendum will make clear that access to CHRI will be limited to those officers and employees of the private contractor or its subcontractor who require the information to properly perform services for the sponsoring governmental agency, and that the service provider may not access, modify, use, or disseminate such information for inconsistent or unauthorized purposes.

Consistent with such intent, Title 28 of the Code of Federal Regulations (C.F.R.) was amended to read:

§ 20.33 Dissemination of criminal history record information.

a) Criminal history record information contained in the Interstate Identification Index (III) System and the Fingerprint Identification Records System (FIRS) may be made available:

1) To criminal justice agencies for criminal justice purposes, which purposes include the screening of employees or applicants for employment hired by criminal justice agencies.

2) To noncriminal justice governmental agencies performing criminal justice dispatching functions or data processing/information services for criminal justice agencies; and

3) To private contractors pursuant to a specific agreement with an agency identified in paragraphs (a)(1) or (a)(6) of this section and for the purpose of providing services for the administration of criminal justice pursuant to that agreement. The agreement must incorporate a security addendum approved by the Attorney General of the United States, which shall specifically authorize access to criminal history record information, limit the use of the information to the purposes for which it is provided, ensure the security and confidentiality of the information consistent with these regulations, provide for sanctions, and contain such other provisions as the Attorney General may require. The power

and authority of the Attorney General hereunder shall be exercised by the FBI Director (or the Director's designee).

This Security Addendum, appended to and incorporated by reference in a government-private sector contract entered into for such purpose, is intended to insure that the benefits of privatization are not attained with any accompanying degradation in the security of the national system of criminal records accessed by the contracting private party. This Security Addendum addresses both concerns for personal integrity and electronic security which have been addressed in previously executed user agreements and management control agreements.

A government agency may privatize functions traditionally performed by criminal justice agencies (or noncriminal justice agencies acting under a management control agreement), subject to the terms of this Security Addendum. If privatized, access by a private contractor's personnel to NCIC data and other CJIS information is restricted to only that necessary to perform the privatized tasks consistent with the government agency's function and the focus of the contract. If privatized the contractor may not access, modify, use or disseminate such data in any manner not expressly authorized by the government agency in consultation with the FBI.

EXAMPLE OF A CONTRACT ADDENDUM

AMENDMENT NO. ___ TO THE CONTRACT BETWEEN
[PARTY NO. 1] AND [PARTY NO. 2], ENTERED INTO [DATE]

[Name of Law Enforcement Agency] and [Party No. 2], upon notification and pursuant to Paragraph/Section No. ___ [the amendment clause of the original contract] of that certain contract entered into by these parties on [date][and entitled "___"], hereby amend and revise the contract to include the following:

1. Access to and use of criminal history record information and other sensitive information maintained in [state and] FBI-managed criminal justice information systems by [private party] are subject to the following restrictions:

a.

b.

c.

and

d. The Security Addendum appended hereto, which is incorporated by reference and made a part thereof as if fully appearing herein.

This amendment is effective the ____ day of _____, 20__.

On behalf of [Party No. 1]: _____

[Name]

_____

[Title]

_____

Date

On behalf of [Party No. 2]: _____

[Name]

_____

[Title]

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

The goal of this document is to augment the CJIS Security Policy to ensure adequate security is provided for criminal justice systems while (1) under the control or management of a private entity or (2) connectivity to FBI CJIS Systems has been provided to a private entity (contractor). Adequate security is defined in Office of Management and Budget Circular A-130 as "security commensurate with the risk and magnitude of harm resulting from the loss, misuse, or unauthorized access to or modification of information."

The intent of this Security Addendum is to require that the Contractor maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

This Security Addendum identifies the duties and responsibilities with respect to the installation and maintenance of adequate internal controls within the contractual relationship so that the security and integrity of the FBI's information resources are not compromised. The security program shall include consideration of personnel security, site security, system security, and data security, and technical security.

The provisions of this Security Addendum apply to all personnel, systems, networks and support facilities supporting and/or acting on behalf of the government agency.

1.00 Definitions

1.01 Contracting Government Agency (CGA) - the government agency, whether a Criminal Justice Agency or a Noncriminal Justice Agency, which enters into an agreement with a private contractor subject to this Security Addendum.

1.02 Contractor - a private business, organization or individual which has entered into an agreement for the administration of criminal justice with a Criminal Justice Agency or a Noncriminal Justice Agency.

2.00 Responsibilities of the Contracting Government Agency.

2.01 The CGA will ensure that each Contractor employee receives a copy of the Security Addendum and the CJIS Security Policy and executes an acknowledgment of such receipt and the contents of the Security Addendum. The signed acknowledgments shall remain in the possession of the CGA and available for audit purposes. The acknowledgement may be signed by hand or via digital signature (see glossary for definition of digital signature).

3.00 Responsibilities of the Contractor.

3.01 The Contractor will maintain a security program consistent with federal and state laws, regulations, and standards (including the CJIS Security Policy in effect when the contract is executed and all subsequent versions), as well as with policies and standards established by the Criminal Justice Information Services (CJIS) Advisory Policy Board (APB).

4.00 Security Violations.

4.01 The CGA must report security violations to the CJIS Systems Officer (CSO) and the Director, FBI, along with indications of actions taken by the CGA and Contractor.

4.02 Security violations can justify termination of the appended agreement.

4.03 Upon notification, the FBI reserves the right to:

a. Investigate or decline to investigate any report of unauthorized use;

b. Suspend or terminate access and services, including telecommunications links. The FBI will provide the CSO with timely written notice of the suspension. Access and services will be reinstated only after satisfactory assurances have been provided to the FBI by the CGA and Contractor. Upon termination, the Contractor's records containing CHRI must be deleted or returned to the CGA.

5.00 Audit

5.01 The FBI is authorized to perform a final audit of the Contractor's systems after termination of the Security Addendum.

6.00 Scope and Authority

6.01 This Security Addendum does not confer, grant, or authorize any rights, privileges, or obligations on any persons other than the Contractor, CGA, CJA (where applicable), CSA, and FBI.

6.02 The following documents are incorporated by reference and made part of this agreement: (1) the Security Addendum; (2) the NCIC 2000 Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20. The parties are also subject to applicable federal and state laws and regulations.

6.03 The terms set forth in this document do not constitute the sole understanding by and between the parties hereto; rather they augment the provisions of the CJIS Security Policy to provide a minimum basis for the security of the system and contained information and it is understood that there may be terms and conditions of the appended Agreement which impose more stringent requirements upon the Contractor.

6.04 This Security Addendum may only be modified by the FBI, and may not be modified by the parties to the appended Agreement without the consent of the FBI.

6.05 All notices and correspondence shall be forwarded by First Class mail to:

Information Security Officer

Criminal Justice Information Services Division, FBI

1000 Custer Hollow Road

Clarksburg, West Virginia 26306

FEDERAL BUREAU OF INVESTIGATION
CRIMINAL JUSTICE INFORMATION SERVICES
SECURITY ADDENDUM

CERTIFICATION

I hereby certify that I am familiar with the contents of (1) the Security Addendum, including its legal authority and purpose; (2) the NCIC Operating Manual; (3) the CJIS Security Policy; and (4) Title 28, Code of Federal Regulations, Part 20, and agree to be bound by their provisions.

I recognize that criminal history record information and related data, by its very nature, is sensitive and has potential for great harm if misused. I acknowledge that access to criminal history record information and related data is therefore limited to the purpose(s) for which a government agency has entered into the contract incorporating this Security Addendum. I understand that misuse of the system by, among other things: accessing it without authorization; accessing it by exceeding authorization; accessing it for an improper purpose; using, disseminating or re-disseminating information received as a result of this contract for a purpose other than that envisioned by the contract, may subject me to administrative and criminal penalties. I understand that accessing the system for an appropriate purpose and then using, disseminating or re-disseminating the information received for another purpose other than execution of the contract also constitutes misuse. I further understand that the occurrence of misuse does not depend upon whether or not I receive additional compensation for such authorized activity. Such exposure for misuse includes, but is not limited to, suspension or loss of employment and prosecution for state and federal crimes.

_____ _____

Printed Name/Signature of Contractor Employee Date

_____ _____

Printed Name/Signature of Contractor Representative Date

_____

Organization and Title of Contractor Representative

Clay County Sheriff's Office Agreement/Contract No B21-001

This Contract is entered into as of April 01, 2001, between the Clay County Sheriff's Office, Clay County Florida, hereinafter referred to as "CCSO", and Neverquit Security, LLC), hereinafter referred to as the "Contractor", whose address is 4812 San Juan Ave. Jacksonville, FL 32110.

WHEREAS, the CCSO intends to obtain the services of a Contractor as defined in the Request for Proposal RFP B21-001, along with those addendums issued thereto, hereinafter referred to as "B21-001" which is attached hereto under Appendix A, and made a part hereof; and

WHEREAS, the Contractor has submitted a proposal under B21-001 which is attached hereto under Appendix B, and made a part hereof; and

WHEREAS, the CCSO accepts the Contractor's Proposal and has accepted the Contractor's affirmation that they are licensed and qualified to lawfully provide the desired scope of work detailed under Section 5 of B21-001; and

WHEREAS, it has been determined that the execution of this Contract is beneficial to the people of Clay County, Florida;

NOW THEREFORE, for and in consideration of the mutual promises and covenants hereinafter set forth and for other good and valuable consideration, the receipt, adequacy, and sufficiency of which are hereby acknowledged, the parties agree as follows:

RECITALS
The recitals contained in the preamble of this Contract are declared to be true and correct and are hereby incorporated into this Contract.

SCOPE OF WORK
The Contractor agrees to provide services to the CCSO in accordance with those deliverables and/or tasks as identified under Section 5 of B21-001.

TERM OF AGREEMENT
The term of this Contract shall commence on the first day following the last signature hereof and continue through three (3) calendar years. Should this Contract include at least one (1) leap year the extra day will be in accordance with the rates set forth in this Contract.

Prior to, or upon completion of, the initial term of this Contract, the CCSO shall have the option to renew this Contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

STANDARDS AND OBLIGATIONS
The Contractor hereby agrees to comply with

(a) The laws of the State of Florida,
(b) The applicable portion of the Federal Civil Rights Act of 1964,
(c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
(d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
(e) Maintains a Drug Free Workplace
(f) All terms and conditions set out in Request for Proposal B21-001,

(g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and

(h) That the offers will remain open and valid for at least 90 days.

COMPENSATION AND METHOD OF PAYMENT

In exchange for the Contractor's provision of those services referenced under the "Scope of Work" above, CCSO shall pay the Contractor the rates listed within the Contractor's bid. The Contractor must provide proper invoicing as set forth in Section 3.10 of B21-001.

Fees will be negotiable after the initial three (3) year term expires Any fee change will be by written agreement prior to the effective date of change.

All billing will be submitted on the first (1st) and fifteenth (15th) of each month by the Contractor directly to the Clay County Sheriff's Office, Fiscal Section, P.O. Box 548, Green Cove Springs, Florida, 32043 or by email at fiscal@claysheriff.com Payment will be made in accordance with the Florida Prompt Payment Act. Payment shall be made via an Automated Clearing House (ACH) process.

TERMINATION FOR CAUSE

The Clay County Sheriff's Office may terminate this contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

(a) The Clay County Sheriff's Office shall provide the Contractor with thirty (30) days' notice of conditions endangering performance. A lesser number of days may be specified and enforced if required by an outside agency. If, after such notice the Contractor fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.

(b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Contractor for services rendered prior to the date of termination, less non-performance liquidated damages.

(c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided, the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

Notices submitted under this section shall comply with the "**NOTICE**" section of this Contract.

TERMINATION FOR CONVENIENCE

The CCSO or Contractor may terminate this Contract with or without cause with ninety (90) days written notice Notices shall comply with the "**NOTICE**" section of this Contract.

CCSO REPRESENTATIVE

The CCSO will appoint a Relationship Manager to serve as the point of contact between CCSO and the Contractor. The CCSO Relationship Manager, or his/her designee, will be responsible for monitoring the Contractor's performance under this Contract. The services provided shall be under the direction of the Relationship Manager who shall have final decision authority on behalf

of the CCSO for all aspects of this Contract, including general direction, review, and approval of the services provided. The CCSO Relationship Manager for this Contract is:

Christopher Coldiron, Director
Detention Department
Clay County Sheriff's Office
901 N Orange Avenue
Green Cove Springs, FL 32043
ccoldiron@claysheriff.com

NOTICE
Any notice or other communication under this Agreement required hereunder or desired by the party giving such notice shall be given in writing and delivered by hand or through certified mail of the United States Postal Service or private courier service with signature confirmation. Unless otherwise notified in writing of a new address, notice shall be made to each part as follows:

TO: Contractor
Neverquit Security, LLC
Attn: Jason Ashton
4812 San Juan Ave.
Jacksonville, FL 32110

TO: Clay County Sheriff's Office
Attn: Purchasing
Detention Department
901 N Orange Avenue
Green Cove Springs, FL 32043

INSURANCE
The Contractor shall obtain liability insurance and list the "Clay County Sheriff's Office" as an additional insured under such insurance before commencing the Required Services from B21-001. The minimum type and coverages are.

Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:
1. Each Occurrence $1,000,000
2. General Aggregate $1,000,000

Commercial Automobile Liability:
1. $ 500,000 combined bodily injury/property damage
2. Minimum limits for all additional coverages as required by Florida Law

Workers Compensation as required by Florida Statutes.

Employers Liability
1. Each Accident $100,000
2. Disease-Policy $500,000
3. Disease-Each Employee $100,000

Professional Liability:
1. Each Occurrence $1,000,000

This requirement does not relieve the Contractor from purchasing additional policies as required by the type or nature of the service provided or as required by federal, state, or local law

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: Clay County Sheriff's Office, Attention: General Counsel, 901 North Orange Avenue, Green Cove Springs, FL 32043. A copy should be mailed to the CCSO Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043.

CHOICE OF LAW/FORUM

The CCSO and Contractor both expressly agree that the terms and conditions hereof, and the subsequent performance hereunder, shall be construed and controlled exclusively in accordance with the laws of the State of Florida, that jurisdiction shall be limited to the courts of the State of Florida, and that venue shall lie exclusively in Clay County, Florida.

In the event either party shall retain an attorney to litigate on its behalf against the other party regarding the enforcement or interpretation of this Contract or regarding the rights, remedies, obligations or liabilities of the parties arising under this Contract, the party prevailing on the majority of its claims, or which successfully defends against a majority of the other party's claims, shall be entitled to an award of reasonable attorney's fees and costs against the other party, including fees and costs incurred from the date of referral of the dispute to the prevailing party's attorney through the conclusion of litigation, or incurred in bankruptcy or on appeal.

PUBLIC RECORDS

The Contractor acknowledges that this Contract and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes. In the event the Contractor fails to abide by the provision of Chapter 119, Florida Statutes, the CCSO may, without prejudice to any other right or remedy and after giving the Contractor and its surety, if any, seven (7) days written notice, during which period the Contractor still fails to allow access to such documents, terminate the contract.

INDEMNIFICATION STATEMENT

The Contractor covenants and agrees to indemnify and hold harmless the CCSO, and to defend it from all costs, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, firm, corporation or organization by reason of any wrongdoing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, his employees, his agent or assigns.

ENTIRE AGREEMENT

This Contract and the addendums, attachments, modifications, and renewals attached hereto constitute the entire agreement between the CCSO and the Contractor and supersedes all prior written or oral understandings between the parties. The Contractor acknowledges that they have not relied upon any statement, representation, prior or contemporaneous written or oral promises, agreements, or warranties, except such as are expressed herein. This Contract may only be amended, supplemented, or modified by a written instrument signed by authorized representatives of each party.

CRIMINAL JUSTICE ADDENDUM
The Federal Bureau of Investigation (FBI) Criminal Justice Information Services (CJIS) Security Policy, as amended and updated, mandates all agencies connected to the FBI CJIS systems adhere to regulations set forth within the Security Policy. Part of the Security Policy outlines directives dealing with personnel security. Included within the term "personnel" are all individuals who are utilized by criminal justice agencies to implement, deploy, and/or maintain the computers and/or networks of the criminal justice agency which are used to access FBI CJIS systems. These individuals include city/county Information Technology (IT) personnel and private vendors.

The subject of non-criminal justice governmental personnel and private vendors is addressed in Sections 5.1.1.4 of the CJIS Security Policy and in the Security Addendum, which can be found in Appendix H of the CJIS Security Policy. These sections include information on documentation which should be maintained in order to remain in compliance with the Security Policy. Therefore, the Security Addendum appended hereto as Appendix 3, is incorporated by reference and made a part thereof as if fully appearing herein.

The contractor and all employees and subcontractors who will have access to the CCSO facility, its computer network system, or records, either remotely or in-person, shall provide a signed FBI CJIS Security Addendum Certification prior to beginning work.

AMENDMENTS
During the course of the contract, the Contractor may be requested to perform additional services. Those services will be within the general scope of the initial contract. When additional services are requested, the CCSO will provide the Contractor a written description of the services and request the Contractor to submit a company time schedule and pricing sheet for additional services. Cost and pricing data must be provided to justify the cost of such amendments.

The Contractor will not commence additional services until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the Executive Financial Officer.

INDEPENDENT CONTRACTOR
The Contractor is an independent Contractor and is not an employee or agent of the CCSO. Nothing in B21-001 or this resulting Contract shall be interpreted to establish any relationship other than that of an independent Contractor between the CCSO and the Contractor, or between the CCSO and the Contractor's employees, agents, subcontractors, or assignees, during or after the performance of this Contract.

COMPLIANCE WITH LAW
Contractor agrees to comply with all federal, state, and local laws, rules, policies, or guidelines related to the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this **CONTRACT** to be executed on their behalf by their duly authorized representatives.

Sheriff Michelle Cook, or her Designee
Clay County Sheriff's Office

Date: 4/8 2021

Neverquit Security, LLC

Date: 4·20·21

APPROVED AS TO FORM AND LEGALITY
SUBJECT TO EXECUTION BY THE PARTIES:

Jeffrey Davenport, General Counsel
Clay County Sheriff's Office

Date: 4/29/2021

APPENDIX "A"

CONTAINS

Solicitation Number: B21-001. **Project Title:** Inmate Transport and Hospital Watch in its entirety, is attached hereto by this reference.

APPENDIX "B"

CONTAINS

The Proposal, as submitted by Neverquit Security, LLC in response to **Solicitation Number:** B21-001, in its entirety, is attached hereto by this reference.

APPENDIX "C"

CONTAINS

The U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Division Criminal Justice Information Services (CJIS) Appendix H Security Addendum, in its entirety, is attached hereto by this reference.

REQUEST FOR PROPOSAL

CLAY COUNTY SHERIFF'S OFFICE
INMATE TRANSPORT AND HOSPITAL WATCH SERVICES
RFP # B21-001

Clay County Sheriff's Office
901 North Orange Avenue
P.O. Box 548
Green Cove Springs, FL 32043
(904) 529-6029
Fax (904) 529-6482
Website: http://www.claysheriff.com
Date of Issue: January 25, 2021
Proposal Due Date: February 22, 2021

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. If the Clay County Sheriff's Office (CCSO) finds it necessary to change any of these dates or times, the change will be accomplished by addendum. All dates are subject to change.

ACTION	COMPLETION DATE
Issue RFP	January 25, 2021
Pre-Proposal Submittal Conference	NONE
Proposals Due	February 22, 2021
Committee Recommendation	March 01, 2021
Contract Signed	March 08, 2021
Services Estimated Start Date	March 15, 2021

For information concerning procedures for responding to this Bid, contact the Purchasing Manager, Rhonda Sanders by email rsanders@claysheriff.com or at (904) 529-6029.

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CLAY COUNTY SHERIFF'S OFFICE
INVITATION
REQUEST FOR PROPOSAL

NOTICE IS HEREBY GIVEN that the Clay County Sheriff's Office (CCSO) invites and will receive sealed Proposals from qualified companies to perform the following work which is described in detail in the Request for Proposal (RFP) specifications.

REQUEST FOR PROPOSAL (RFP) #: B21-001

PROJECT NAME: INMATE TRANSPORT AND HOSPITAL WATCH SERVICES

PRE-PROPOSAL CONFERENCE: NONE

LOCATION: **N/A**

RFP OPENING LOCATION: Clay County Sheriff's Office
901 North Orange Avenue
Green Cove Springs, Florida 32043

RFP SUBMITTAL DEADLINE DATE & TIME: February 22, 2021 @ 4:00pm.

The CCSO is using a Request for Proposal for this project and will award a contract to the Proposer the CCSO finds, in its sole discretion, best meets the long term needs of the CCSO.

Specifications and RFP documents are available by downloading a bid package from www.claysheriff.com under the Resources / Purchasing page or calling the Purchasing Section at (904) 529-6029.

Qualified companies are invited to deliver one (1) clearly marked original and five (5) copies of their Proposal, in a sealed envelope marked "**Request for Proposal (RFP) #: B21-001, Project Name: CCSO INMATE TRANSPORT AND HOSPITAL WATCH SERVICES**" to The Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, Florida 32043. The CCSO assumes no responsibility for Proposals received after the proposal deadline identified above, or delivered to any office or location other than that specified herein, whether due to mail delay, courier mistake, mishandling or any other reason. Late Proposals will be held unopened and will not be considered for award.

All Proposers should ensure that the proposal is both complete and accurate. The CCSO may require additional information or data from any of the Proposers. An Evaluation Committee appointed by the CCSO will evaluate Proposals.

The Proposal Evaluation Committee (PEC) selected by the CCSO will fairly consider all Proposals. The PEC will perform a review of Proposals received from Proposers to determine completeness and responsiveness to the principal components of the technical,

financial and legal requirements of the RFP. Request for clarification letters may include, but are not limited to, the following: commitment of project team members; performance guarantees and standards; project guarantor commitments; proposers interpretation of proposed CCSO organization and business entity relationships, operations, project schedules, phasing methods and payment schedules; and letters of credit, performance bonds and insurance requirements. The PEC will make a recommendation to the CCSO Executive Financial Officer following the review of all Proposals and consideration of any additional evidence or data desired by the PEC.

All questions, comments, or concerns about this RFP must be submitted in writing to –The Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043. The Purchasing Manager is the only designated representative of the CCSO authorized to respond to comments, questions, and concerns. The CCSO will not respond to comments, questions or concerns addressed to any person other than the Purchasing Manager. If the CCSO determines that a particular comment, question or concern necessitates a global response to all Proposers, the CCSO will issue a clarifying memorandum or addendum. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

The CCSO reserves the right to accept or reject any and/or all Proposals, to waive irregularities and technicalities, and to request re-submission. Any sole response received by the submission date may or may not be rejected by the CCSO depending on available competition and timely needs of the CCSO.

The CCSO reserves the right to select a company with or without interviews, and may decide to select any of the companies submitting qualification packages. The CCSO reserves the right to award the contract to a responsible Proposer submitting a responsive Proposal, with a resulting negotiated agreement that is most advantageous and in the best interests of the CCSO.

The CCSO shall be the sole judge of the Proposal, and the resulting negotiated agreement that is in its best interest and its decision shall be final. Also, the CCSO reserves the right to make such investigation, as it deems necessary, to determine the ability of any Proposer to perform the work or service requested.

PROPOSAL ACKNOWLEDGEMENT FORM

Request for Proposal (RFP) #: B21-001
Project Name: INMATE TRANSPORT AND HOSPITAL WATCH SERVICES

All Proposers must register receipt of a Solicitation with the CCSO. By completing and returning this form, you are registering receipt of this solicitation with the CCSO and requesting notification of Addenda that may be issued regarding this solicitation.

The CCSO will attempt to notify all prospective Proposers of any and all Addenda issued to the solicitation. However, it shall be the responsibility of the Proposer, prior to submitting their response, to either:

1. Visit www.claysheriff.com to view the solicitation and download all issued Addenda; or

2. Contact the Purchasing Section to determine if Addenda were issued.

Proposers must acknowledge and incorporate the Addenda into their response.

Please be advised that the CCSO will post Addenda, in Adobe format, with the corresponding on-line solicitation.

COMPANY NAME: _____

CONTACT PERSON: _____

ADDRESS: _____

CITY, STATE AND ZIP: _____

PHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

FAX THIS COMPLETED REGISTRATION FORM TO: (904) 529-6482; ATTN: Purchasing Manager

GENERAL CONDITIONS

DEFINED TERMS

Terms used in this Request for Proposal are defined and have the meaning assigned herein.

Addenda means a written change to a solicitation.

Bid shall refer to any offer(s) submitted in response to this Invitation to Bid.

CCSO refers to the Clay County Sheriff's Office, a sub-division of the Clay County Board of County Commissioners.

Contract means the agreement to perform the services set forth in this solicitation.

Contractor means the Vendor to which award has been made.

Modification means a written change to a Contract.

Pre-Award Documents means those forms, insurances, permits, and licensures needed to begin work on behalf of the CCSO.

Proposal Evaluation Committee means the CCSO staff appointed to evaluate the Bids received in response to this RFP.

Proposer means any one Vendor submitting a Bid in response to the RFP.

Responsive Bid means a bid that contains no exceptions or deviations from the terms, conditions, and specifications set forth in the RFP.

Responsible Bidder means a Proposer that has the capacity and capability to perform the work required under the RFP, and is otherwise eligible to become a Contractor.

RFP refers to this sealed Request for Proposal including all issued addenda.

Solicitation refers to the entire RFP package and the Proposer's Proposal as a response to this RFP.

Proposal refers to all documentation and information as submitted by the Proposer in response to this solicitation.

Vendor means any entity responding to this RFP who is capable of submitting a Responsive and Responsible bid.

For purposes of this Invitation to Bid the words "shall", "must", or "will" are equivalent in this Invitation to Bid and indicate a mandatory requirement or condition, the material deviation from which shall not be waived by the County. A deviation is material if, in the CCSO's sole discretion, the deficient response is not in substantial accord with this Invitation to Bid's mandatory requirements. The words "should" or "may" are equivalent in this Invitation to Bid and indicate very desirable conditions, or requirements but are permissive in nature.

1. PROPOSER REGISTRATION

Proposers who obtain solicitation documents from sources other than the CCSO or download from any other source must officially register receipt of the solicitation with the CCSO's Purchasing Section in order to be placed on the notification list for any forthcoming addendum or other official communications. Failure to register as a prospective Proposer may cause your Proposal to be rejected as non-responsive if you have submitted a response without acknowledgment of issued Addenda.

2. CONTACT

All prospective Proposers, their agents, and associates are hereby instructed not to contact any CCSO member or CCSO official other than the contact person indicated on page 1 above regarding this solicitation or their Proposal at any time prior to the final evaluation and recommended ranking by the CCSO staff for this project. Failure to comply with this provision shall be cause for rejection of your Proposal.

3. ADDENDA AND INQUIRIES

3.1 If there is any doubt as to the true meaning of the specifications and information provided, Proposers may submit written or faxed inquiries regarding this solicitation to the Clay County Sheriff's Office, attn.: Purchasing Manager, 901 North Orange Avenue, Green Cove Springs, FL 32043, Fax No. (904) 529-6482. The CCSO will respond to written or faxed inquiries received at least five (5) business days prior to the RFP due date. Inquiries must reference the date and time of opening, and the RFP number. Failure to comply with this condition shall result in the Proposer waiving their right to dispute the specifications and information provided in the solicitation document.

3.2 Any change to this solicitation shall be made by Addenda duly issued to each registered Proposer.

Receipt of such Addenda must be so noted on or within your response. It is the Proposer's responsibility to make contact through the Internet or phone to determine if Addenda have been issued.

3.3 Oral Inquiries: The CCSO will not respond to oral inquiries.

4. PUBLIC OPENING

Proposals shall be received in the Purchasing Section, 901 North Orange Avenue, Green Cove Springs, FL 32043 by the date and time indicated on Page 1 of these documents. As soon as possible thereafter, the names of Proposers shall be read off at the CCSO.

5. DELAYS

The CCSO, at its sole discretion, may delay the scheduled due dates indicated above if it is to the advantage of the CCSO to do so. The CCSO will notify Proposers of all changes in scheduled due dates by written Addenda.

6. PROPOSAL SUBMISSION AND WITHDRAWAL

6.1 Address to send Proposal:

Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

6.2 The outside of the envelope/container must be marked as **Request for Proposal (RFP) #: B21-001, Project Name: INMATE TRANSPORT AND HOSPITAL WATCH SERVICES.** The envelope/container must also include the Proposer's name and return address.

6.3 Proposals may be withdrawn by an appropriate document duly executed (in the manner that a Proposal must be executed) and delivered to the place where Proposals are to be submitted at any time prior to the deadline for submission. A request for withdrawal or a modification must be in writing and signed by a person duly authorized to do so. Evidence of such authority must accompany the request for withdrawal or modification. Withdrawal of a Proposal will not prejudice the rights of a Proposer to submit a new Proposal prior to the proposal due date and time. After expiration of the period for receiving Proposals, no Proposal may be withdrawn or modified.

6.4 Withdrawal of Proposals after Opening Date: Proposals, once opened, become the property of the CCSO and will not be returned to the Proposer. Proposals not so withdrawn before the opening constitute an irrevocable offer for a period of ninety (90) days to provide the CCSO the services set forth in these specifications until one (1) or more of the Proposals have been accepted by CCSO staff. No Proposer may withdraw their Proposal during this ninety (90) day period.

6.5 Number of Proposal Copies: Proposers shall submit one (1) original and five (5) complete copies of the Proposal complete with all supporting documentation (i.e. photographs, drawings, and exhibits) in a sealed envelope/container marked as noted above.

6.6 Proposal Is Not Binding: The Proposer understands that responding to this solicitation does not constitute an agreement or contract with the Proposer. A Proposal is not binding until Proposal is reviewed and accepted by the appropriate level of authority and both parties execute a contract.

6.7 Responsibility for getting a Proposal to the CCSO on or before the specified date and time is solely and strictly that of the Proposer. The CCSO will not be responsible for any delay, for any reason whatsoever. Proposals by telephone, telegram, facsimile machines, and Internet, will not be acceptable. Proposals must be received and stamped on the outside of the envelope with the time and date, in the Purchasing Section by the date and time specified for opening.

6.8 LATE PROPOSALS – Proposals received after the date and time of the opening will not be opened or considered. It will be the Proposer's responsibility to make arrangements for the return of their Proposal at their expense.

7. PROPOSAL PREPARATION COST

The CCSO shall not be liable for any expense incurred in connection with preparation of a Proposal to this document. Proposers should prepare a straightforward and concise description of the Proposer's ability to meet the requirements of this document.

8. ACCURACY OF PROPOSAL INFORMATION

Any Proposer, who states in their Proposal any information that is determined to be substantially inaccurate, misleading, exaggerated, or incorrect, shall be disqualified from consideration.

9. LICENSES

Licensed and Certified: Proposers, both corporate and individual, must be fully licensed and certified in the State of Florida for the type of work to be performed at the time of Proposal and during the entire contract time.

10. POSTING OF NOTICE OF INTENT

A Request for Proposal identifies a potential CCSO need or requirement for contracted goods or services and constitutes a notice of intent for award by posting the RFP on the CCSO's Website. Advertising for responses to RFPs in local newspapers also advises or provides a notice of intent.

11. PUBLIC RECORDS/TABULATION

Proposals are not public records, subject to the provisions of Florida State Statutes, Chapters 119 and 120, until such time as notice of a decision or intended decision is provided, or within ten (10) days after the solicitation opening, whichever is earlier. A copy of the tabulation results will be forwarded upon receipt of a stamped, self-addressed envelope. An electronic tabulation will be posted on the CCSO Website at www.claysheriff.com.

12. RESERVED RIGHTS

12.1 The CCSO reserves the right to waive formalities in any Proposal, and to reject any or all Proposals in whole or in part, with or without cause and/or to accept the Proposal that in the CCSO's judgment will be in the best interest of the CCSO. The CCSO specifically reserves the right to reject any conditional Proposal.

12.2 To the extent permitted by applicable state and federal laws and regulations, CCSO reserves the right to reject any and all Proposals, to waive any and all informalities not involving price, time or changes in the work with the successful Proposer, and the right to disregard all nonconforming, non-responsive, unbalanced or conditional Proposals. Proposals will be considered irregular and may be rejected, if they show serious omissions, alterations in form, additions not called for, conditions or unauthorized alterations, or irregularities of any kind.

12.3 The CCSO reserves the right to reject the Proposal of any Proposer if CCSO believes that it would not be in the best interest of the CCSO to make an award to that Proposer, whether because the Proposal is not responsive or the Proposer is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by CCSO.

13. INSURANCE

Refer to Insurance Requirements in Section 3.06 and Attachment A of this RFP.

14. INDEMNIFICATION/HOLD HARMLESS

The Proposer shall defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assigns of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever arising directly or indirectly from or out of any negligent act or omission of the Proposer, its sub-consultants and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the selected company to comply with the obligations on its part to be performed under the contract.

15. PUBLIC ENTITY CRIMES / NON-COLLUSIVE AFFIDAVIT

15.1 Each Proposer shall complete the Non-Collusive Affidavit, and the Public Entity Crimes Form and shall submit the forms with the Proposal. The CCSO considers the failure of the Proposer to submit these documents to be a major irregularity and may be cause for rejection of their Proposal.

15.2 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 response on a contract to provide

any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses 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 Section 287, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

15.3 Termination for Cause: Any Agreement with the CCSO obtained in violation of this Section shall be subject to termination for cause. A sub-contractor who obtains a subcontract in violation of this Section shall be removed from the Project and promptly replaced by a sub-contractor acceptable to the CCSO.

16. GRATUITIES AND KICKBACKS

16.1 Gratuities: It is unethical for any person to offer, give, or agree to give any employee or for any employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any recommendation, approval, disapproval, decision, preparation of any part of program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, audit, or in any other advisory capacity in any proceeding or application, request for ruling, determination claim or controversy, or other particular matter, pertaining to any program requirement or an Agreement or subcontract, or to any solicitation or Proposal therefore.

16.2 Kickbacks: It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a sub-contractor under a contract to Contractor or higher tier sub-contractor, or any person associated therewith, as an inducement of the award of a subcontract or order.

16.3 Contract Clause: The prohibition against gratuities and kickbacks prescribed in this section shall be conspicuously set forth in every contract and subcontract and solicitation therefore.

17. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE

Proposer shall be in compliance with Executive Order 11246 Equal Opportunity as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations as applicable.

18. CONFLICT OF INTEREST

No employee of an agency acting in his or her official capacity as a purchasing agent, or public officer acting in his or her official capacity, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for his or her own agency from any business entity of which the officer or employee or the officer's or employee's spouse or child is an officer, partner, director, or proprietor or in which such officer or employee or the officer's

or employee's spouse or child, or any combination of them, has a material interest. Nor shall a public officer or employee, acting in a private capacity, rent, lease, or sell any realty, goods, or services to the officer's or employee's own agency, if he or she is a state officer or employee, or to any political subdivision or any agency thereof, if he or she is serving as an officer or employee of that political subdivision. The foregoing shall not apply to district offices maintained by legislators when such offices are located in the legislator's place of business or when such offices are on property wholly or partially owned by the legislator. This subsection shall not affect or be construed to prohibit contracts entered into prior to:

18.1 October 1, 1975.
18.2 Qualification for elective office.
18.3 Appointment to public office.
18.4 Beginning public employment.

19. DRUG FREE WORKPLACE:

The CCSO has adopted a policy in observation of the Drug Free Work Place Act of 1988. Therefore, it is unlawful to manufacture, distribute, disperse, possess, or use any controlled substance in the CCSO workplace.

The CCSO requires the attached Drug Free Workplace Affidavit to accompany all Proposals. This form has been adopted by the CCSO in accordance with the Drug Free Workplace Act. The CCSO will not disqualify any respondent who does not concur with the affidavit. The Drug Free Workplace Affidavit is primarily used as tiebreaker when two (2) or more separate entities have submitted Proposals at the same price, terms and conditions.

20. APPLICABLE LAWS

Interested parties are advised that all CCSO contracts and/or documentation pertinent to this solicitation are subject in full or in part to all legal requirements provided in applicable Clay County Ordinances, State Statutes, and Federal Regulations. Uniform Commercial Code, Chapter 672, Florida State Statutes shall prevail, as the basis for contractual obligations between the Proposer and the CCSO for any terms and conditions not specifically stated within the context of the contract.

21. COMPETENT PERSONNEL

Competent Personnel - All interested companies are to warrant that services shall be performed by skilled and competent personnel.

22. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

22.1 Before delivering a Proposal, each Proposer must (a) consider federal, state and local laws, ordinances, rules and regulations that may in any manner affect cost, or performance of the work, (b) study and carefully correlate the Proposer's observations

with the solicitation documents; and notify the Purchasing Manager of all conflicts, errors and discrepancies, if any, in the solicitation documents.

22.2 The Proposer, by and through delivering a Proposal, agrees that they shall be held responsible for having familiarized themselves with the nature and extent of any local conditions that may affect the services to be done or equipment to be furnished

23. SPECIFICATIONS

23.1 The apparent silence of the specification as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of the Specifications shall be made on the basis of this statement.

23.2 For the purpose of evaluation, the Proposer must indicate any variance or exceptions to the stated Specifications, no matter how slight. Deviations should be explained in detail. Absence of variations and/or corrections will be interpreted to mean that the Proposer meets all the Specifications in every respect.

24. CANCELLATION CLAUSE

Failure to comply with any of the terms, conditions, specifications and/or service requirements will be just cause for termination of the contract by a thirty (30) day written notice of intent forwarded to the successful Proposer.

25. ACCEPTING CONTENT OF PROPOSAL

By delivering a Proposal in response to this solicitation document, the Proposer certifies that they have fully read and understand the context of the solicitation document and have full knowledge of the scope, nature, and detailed requirements of services and/or commodities to be provided and performed. Proposals shall be returned in the sequential manner as requested in the "Proposal Format and Requirements" section of this solicitation.

26. TAXES

The negotiated cost shall include all freight, handling, delivery, surcharges or other incidental charges that may be required to provide the services or deliver the commodities. The CCSO is exempt from the payment of Federal and State taxes, including sales tax. Your cost Proposal shall not include sales tax to be collected from the CCSO. The CCSO's sales tax exemption is not available to you for items you purchase, regardless of whether these items will be transferred to the CCSO.

27. ASSIGNMENT

27.1 Successful Proposer shall not assign, transfer or subject the Contract or its rights, title or interests or obligations therein without CCSO'S prior written approval.

27.2 Violation of the terms of this paragraph shall constitute a breach of the Contract by Successful Proposer and the CCSO may, at its discretion, cancel the Contract and all rights, title and interest of Successful Proposer shall thereupon cease and terminate.

28. SOLICITATION FORMS

28.1 If the Proposer cannot meet a service or equipment requirement, then the phrase "not available" should be entered on the Proposal Form for that service requirement. In the case of a "not available" remark, the Proposer may offer an alternative service. Alternate Proposals may be submitted for consideration. It will be at the CCSO's sole discretion to accept or reject any and all alternate Proposals received.

28.2 This solicitation presents the CCSO's minimum requirements under present methods of operation. Responses to this request should address these requirements, but Proposers are encouraged to suggest any additional services or commodities, which in their opinion, would be in the best interest of the CCSO.

28.3 Proposals which deviate from the requirements herein may be delivered, providing that they are clearly identified as alternate Proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternative Proposal be considered. Such alternative Proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate Proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these Proposals upon the basis of the determination.

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SECTION ONE
INTRODUCTION AND INSTRUCTIONS

1.01 – Return Mailing Address, Contact Person, Telephone, Fax Numbers and Deadline for Receipt of Proposals

Proposers must submit one (1) original and five (5) copies of their Proposal, in writing, to the Purchasing Manager in a sealed envelope. It must be addressed as follows:

Clay County Sheriff's Office
Attention: Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

Request for Proposal (RFP) #: B21-001
Project Name: INMATE TRANSPORT AND HOSPITAL WATCH SERVICES

Proposals must be received no later than 4:00 P.M., Florida time on the date shown on the cover page. Faxed or oral proposals will not be accepted.

A Proposer's failure to submit their Proposal prior to the deadline will cause the Proposal to be disqualified. Late Proposals or amendments will not be opened or accepted for evaluation. There will be no exception to this rule.

1.02 – Contract Term and Work Schedule

The contract term and work schedule set out herein represent the CCSO's best estimate of the schedule that will be followed. If a component of this schedule, such as the opening date, is delayed, the rest of the schedule will be shifted by the same number of days.

The initial term of this contract will be thirty-six (36) months beginning on the date a contract is executed by both parties. In addition, The Sheriff's Office intends to include in the contract a right to extend the term of the contract for three (3) subsequent one (1) year terms, provided such extensions are in the best interest of both parties.

1.03 – Purpose of the RFP

It is the intent of the CCSO to secure a qualified company to provide the services contemplated under Section 5 of this RFP.

1.04 – Assistance to Proposers with a Disability

Proposers with a disability may receive accommodation regarding the means of communicating this RFP or participating in the procurement process. For more information, contact the Purchasing Manager no later than fourteen (14) days **prior** to the deadline for receipt of Proposals.

1.05 – Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the Purchasing Manager at least fourteen (14) days before the Proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Proposer's Proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the CCSO Purchasing Manager, in writing, at least fourteen (14) days before the time set for opening.

1.06 – Questions Received Prior to Opening of Proposals

All questions must be in writing and addressed to the CCSO Purchasing Manager. The final day that the CCSO will accept questions will be five (5) business days prior to the proposal submittal deadline date.

1.07 – Amendments

If an amendment is issued, it will be provided to all who were mailed or received a copy of the RFP and to those who have registered with the Purchasing Manager as having downloaded the RFP from the CCSO web site.

1.08 – Alternate Proposals

Proposals may be delivered, which deviate from the requirements herein, providing they are clearly identified as alternate proposals and providing further that it can be demonstrated that stated requirements are substantially improved or are not compromised or prejudiced by such deviations; and, that it would be clearly in the interest of the CCSO that an alternate proposal be considered. Such alternate proposals will be provisionally accepted for consideration, subject to the reserved right of the CCSO to make the determination whether the above stated conditions for alternate proposals have been satisfied and subject further to the reserved right of the CCSO to accept or reject these proposals upon the basis of the determination.

1.09 – Right of Rejection

Proposers must comply with all of the terms of the RFP, the CCSO Purchasing Process, and all applicable local, state, and federal laws, codes, and regulations. The Purchasing Manager may reject any Proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP. Proposers may not qualify the Proposal nor restrict the rights of the CCSO. If a Proposer does so, the Purchasing Manager may determine the Proposal to be a non-responsive counter-offer and the Proposal may be rejected.

Proposals may be waived by the Purchasing Manager if they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work, or,
- do not constitute a substantial reservation against a requirement or provision.

The CCSO reserves the right to refrain from making an award if it determines that to be in its best interest.

A Proposal from a debarred or suspended Proposer shall be rejected.

1.10 – CCSO Not Responsible for Preparation Costs

The CCSO will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any Proposal.

1.11 – Disclosure of Proposal Contents

All Proposals and other material submitted become the property of the CCSO and may be returned only at the CCSO's option. Chapter 119, Florida Statutes requires public records to be open to reasonable inspection. All Proposal information, including detailed price and cost information, will be open for public inspection immediately after opening by the CCSO.

Trade secrets and other proprietary data contained in Proposals may be held confidential until a Notice of Decision or Notice of Intended Decision is issued by the CCSO Purchasing Manager or ten (10) days after opening, whichever is earlier, as provided by Section 120.057(3) (a), Florida Statutes, if the Proposer requests, in writing, that the Purchasing Manager does so, and if the Purchasing Manager agrees, in writing, to do so. Material considered confidential by the Proposer must be clearly identified and the Proposer must include a brief statement that sets out the reasons for confidentiality. At that time, all Proposals and documents pertaining to the Proposals will be open to the public, except for material designated as proprietary or confidential as defined in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The Purchasing Section will not disclose or make public any pages of a Proposal on which the Proposer has stamped or imprinted "proprietary" or "confidential" subject to the following requirements:

Proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal. Confidential data is normally restricted to confidential financial information concerning the Proposer's organization and data that qualifies as a trade secret in accordance with the definition in Section 812.081, Florida Statutes and as provided in Section 815.04(3), Florida Statutes. The price of products offered or the cost of services proposed shall not be designated as proprietary or confidential information.

1.12 – Subcontractors

Subcontractors may be used to perform work under the contract only as necessary. If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five (5) working days from the date of the CCSO's request:

(a) Complete name of the subcontractor,
(b) Complete address of the subcontractor,
(c) Type of work the subcontractor will be performing,
(d) Percentage of work the subcontractor will be providing,
(e) Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, proof of required insurance and meets all other conditions set forth in this RFP to conduct business with the CCSO, and;
(f) A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the CCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the CCSO.

1.13 – Joint Ventures

Joint ventures will not be allowed.

1.14 – Proposer's Certification

By signature on the Proposal, Proposers certify that they comply with:

(a) The laws of the State of Florida,
(b) The applicable portion of the Federal Civil Rights Act of 1964,
(c) The Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
(d) The Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
(e) Maintains a Drug Free Workplace,
(f) All terms and conditions set out in this RFP,
(g) A condition that the Proposal submitted was independently arrived at, without collusion, under penalty of perjury, and
(h) That the offers will remain open and valid for at least 90 days.

If any Proposer fails to comply with (a) through (h) of this paragraph, the CCSO reserves the right to disregard the Proposal, terminate the contract, or consider the contractor in default.

1.15 – Conflict of Interest

Each Proposal shall include a statement indicating whether or not the company or any individuals working on the contract has a possible conflict of interest (e.g., employed by the CCSO) and, if so, the nature of that conflict. The CCSO reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the Proposer. The CCSO's determination regarding any questions of conflict of interest shall be final.

1.16 – Solicitation Advertising

Public notice has been provided in accordance with CCSO policy and applicable Florida Statutes.

1.17 – Assignment

The contractor may not transfer or assign any portion of the contract without prior written approval from the CCSO.

1.18 – Disputes

Any dispute arising out of this agreement will be resolved under the laws of the State of Florida. Any appeal of an administrative order or any original action to enforce any provision of this agreement or to obtain relief from or remedy in connection with this agreement may be brought only in the Circuit Court for Clay County, Florida.

1.19 – Severability

If any provision of the contract or agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected; and, the rights and obligations of the parties will be construed and enforced as if the contract did not contain the particular provision held to be invalid.

SECTION TWO
STANDARD PROPOSAL INFORMATION

2.01 – Authorized Signature

All Proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

2.02 – Pre-Proposal Conference

A pre-proposal conference, if held, will be on the date shown on page 1, Calendar of Events at the CCSO main office at 901 North Orange Avenue in Green Cove Springs, Florida. The purpose of the conference is to discuss the work to be performed with the prospective Proposers and allow them to ask questions concerning the RFP. Questions and answers will be transcribed and sent to prospective Proposers as soon as possible after the meeting.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for the pre-proposal conference so that reasonable accommodation can be made.

2.03 – Amendments to Proposals

Amendments to or withdrawals of Proposals will only be allowed if acceptable requests are received prior to the deadline set for receipt of Proposals. No amendments or withdrawals will be accepted after the deadline unless they are in response to the CCSO's request.

2.04 – Supplemental Terms and Conditions

Proposals must comply with **Section 1.09 Right of Rejection**. However, if the CCSO fails to identify or detect supplemental terms or conditions conflicting with those contained in this RFP, or that diminish the CCSO's rights under any contract resulting from the RFP, the term(s) or condition(s) will be considered null and void.

After award of contract:

(a) if conflict arises between a supplemental term or condition included in the Proposal and a term or condition of the RFP, the term or condition of the RFP will prevail;

(b) if the CCSO's rights would be diminished as a result of application of a supplemental term or condition included in the Proposal, the supplemental term or condition will be considered null and void.

2.05 – Clarification of Proposals

In order to determine if a Proposal is reasonably susceptible for award, communications by the Purchasing Manager or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Purchasing Manager or the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section.

2.06 – Discussions with Proposers

The CCSO may conduct discussions with Proposers. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and Proposal. Discussions will be limited to specific sections of the RFP or Proposal identified by the Purchasing Manager. The Purchasing Manager will only hold discussions with Proposers who have submitted a Proposal deemed reasonably suitable for award. Discussions, if held, will be after initial evaluation of Proposals by the Proposal Evaluation Committee. If modifications are made as a result of these discussions they will be put in writing. Following discussions, the Purchasing Manager may set a time for best and final Proposal submissions from those Proposers with whom discussions were held. Proposals may be reevaluated after receipt of best and final Proposal submissions.

If a Proposer does not submit a best and final Proposal or a notice of withdrawal, the Proposer's immediate previous Proposal is considered the Proposer's best and final Proposal.

Proposers with a disability needing accommodation should contact the Purchasing Manager prior to the date set for discussions so that reasonable accommodation can be made. Any oral modification of a Proposal must be reduced to writing by the Proposer.

2.07 – Prior Experience

Proposer must have at least three (3) years of experience in performing similar services as detailed under Section 5 of this RFP. The Proposer shall provide a list of five (5) references denoting experience and accomplishments. The list of references shall include names, titles, addresses and specific telephone numbers where parties may be reached.

2.08 – Vendor Tax ID

A valid Vendor Tax ID must be submitted to the Purchasing Section with the Proposal or within five (5) days of the CCSO's request.

2.09 – Business License and Other Required Licenses

At the time the Proposals are opened, all Proposers must be able to do business in the State of Florida and have any necessary required professional licenses required by Florida Statute. Proposers should contact the Florida Department of State, Division of

Corporations, P. O. Box 6327, Tallahassee, Florida 32314, or the Florida Department of Business and Professional Regulation, Division of Professions, 1940 North Monroe Street, Tallahassee, FL 32399-0760 for information on these licenses. Proposers must submit a copy of a valid Florida business or professional license with the Proposal as well as any licenses required to do business in Clay County.

A Proposer's failure to submit this evidence with the Proposal will cause their Proposal to be determined non-responsive.

2.10 – Evaluation of Proposals

The Evaluation Committee is made up of selected CCSO members. The evaluation will be based solely on the evaluation factors set out in Section 7 of this RFP. The Proposal ranked highest per Section 7 of this RFP shall be the Proposer to be negotiated with. A second highest ranking Proposer may also be selected as a "back-up" to the highest Proposer should they be unavailable at time of work assignment.

After receipt of Proposals, if there is a need for any substantial clarification or material change in the RFP, an amendment will be issued. The amendment will incorporate the clarification or change, and a new date and time established for new or amended Proposals. Evaluations may be adjusted as a result of receiving new or amended Proposals.

2.11 – Formula Used to Convert Cost to Points

The distribution of points based on cost will be determined as shown in the example below. The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out below. In the generic example below, cost is weighted as 80% of the overall total score. **The weighting of cost may be different in your particular RFP.**

Formula Used to Convert Cost to Points
STEP 1. List all Proposal prices, adjusted where appropriate by the application of all applicable preferences.
Proposer #1 – $40,000
Proposer #2 – $42,750
Proposer #3 – $47,500

STEP 2. Convert cost to points using this formula.
[(Price of Lowest Cost Proposal) x (Maximum Points for Cost)] ÷ (Applicable Proposer Price) = POINTS

The RFP allotted 80% (80 points), of the total 100 points, for cost.

Proposer #1 receives 80 points.
The lowest cost Proposal, in this case $40,000, receives the maximum points allotted to cost, 80 points.

Proposer #2 receives 74.9 points.
$40,000 x 80 = 3,200,000 ÷ $42,750 = 74.9

Proposer #3 receives 67.4 points.
$40,000 x 80 = 3,200,000 ÷ $47,500 = 67.4

2.12 – Contract Negotiation

After final evaluation, the Purchasing Manager may negotiate with the Proposer of the highest-ranked Proposal. Negotiations, if held, shall be within the scope of the Request for Proposals and limited to those items that would not have an effect on the ranking of Proposals. If the highest ranked Proposer fails to provide necessary information for negotiations in a timely manner, or fails to negotiate in good faith, the CCSO may terminate negotiations and negotiate with the Proposer of the next highest-ranked Proposal. If contract negotiations are commenced, they will be held in a conference room located in the CCSO Administrative Offices in Green Cove Springs, Florida.

The Proposer will be responsible for their travel and per diem expenses.

2.13 – Failure to Negotiate

The CCSO may terminate negotiations with the Proposer initially selected and commence negotiations with the next highest ranked Proposer if the selected Proposer

- fails to provide the information required to begin negotiations in a timely manner,
- fails to negotiate in good faith;
- indicates they cannot perform the contract within the budgeted funds available for the project;
- the Proposer and the CCSO, after a good faith effort, simply cannot come to terms.

2.14 – Notice of Intent to Award (NIA) — Proposer Notification of Selection

The Purchasing Manager will issue a written Notice of Intent to Award (NIA) and send copies to all Proposers which identifies the highest ranked Proposer. The NIA will set out the names of all Proposers and identify the Proposal selected.

2.15 – Protest

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation, the RFP, the Notice of Intent to Award, the award or proposed award of a contract, or the failure to award a contract may submit a protest in accordance with this Section.

Any protest concerning the bid specifications or requirements must be made within seventy-two (72) hours from the time the facts become known and, in any case, at least twenty-four (24) hours prior to the bid opening. Such protest must be made in writing to the person identified under General Condition 2 of this RFP and materially comply with Section 2.15.1 (a) – (f) of this RFP. Failure to timely protest bid specifications or requirements is a waiver of the ability to protest the specifications or requirements.

A Protester must have submitted a Proposal in order to have sufficient standing to protest the proposed award of a contract. The Protestor must file a Notice of Intent to Protest with the person identified under General Condition 2 within three (3) business days from the time the facts become known and, in any case, at least three (3) business days after the Notice of Intent to Award is provided to all proposers. Thereafter, a Formal Written Protest shall be filed with the person identified under General Condition 2 of this RFP as detailed under Section 2.15.1.

2.15.1 – Formal Written Protest

The Formal Written Protest shall be submitted in writing to the person identified under General Condition 2 of this RFP within seven (7) calendar days after the submittal of a Notice of Intent to Protest. The seven (7) day period includes official holidays, Saturdays, and Sundays. If the seventh (7th) day should fall on an official holiday, Saturday or Sunday, then the period shall extend until the end of the next regular work day.

The Formal Written Protest must include:
(a) the name, address, and telephone number of the protester;
(b) the signature of the protester or the protester's representative;
(c) identification of the contracting department and the Solicitation or contract at issue;
(d) a detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
(e) the form of relief requested.
(f) a bid protest bond made payable to the Sheriff of Clay County in an amount equal to one percent (1%) of the CCSO's estimate of the total contract or $10,000 whichever is less. In lieu of a bond, the CCSO may accept a cashier's check or money order in the amount of the bond.

Protests filed by telex or telegram are not acceptable because they do not contain a signature. Faxed copies containing a signature are acceptable.

Any actual or prospective Proposer who has a substantial interest in and is aggrieved in connection with the Solicitation or proposed award of a contract which is in excess of the award authority of the Purchasing Manager may protest to the CCSO Executive Financial Officer. Protests arising from the decisions and votes of Selection/Negotiation Committees shall be limited to protests based upon alleged deviation(s) from Section 7.

2.15.2 – Protest Resolution

The CCSO Executive Financial Officer shall have the authority to settle and resolve a protest of an aggrieved Proposer, actual or prospective, concerning the solicitation or award of a contract.

If the protest is not resolved by mutual agreement, the CCSO Executive Financial Officer shall promptly issue a decision in writing, after consulting with the CCSO General Counsel. The decision shall:

State the reasons for the action taken and inform the protestant of his right to administrative review.

A copy of this decision shall be mailed or otherwise furnished immediately to the protestant and any other party intervening.

In the event of a timely protest under this section, the CCSO shall not proceed further with the solicitation or with the award of this contract until a written determination is made by the CCSO Executive Financial Officer and approved by the CCSO General Counsel or a written determination is made that the award of the contract must be made without delay in order to protect the substantial interest of the CCSO.

2.15.3 – Timely Submittal of a Protest

Protests, to include the Notice of Intent to Protest and the Formal Written Protest, not timely made under this section shall be barred. Any basis or ground for a protest not set forth in the Formal Written Protest required under this section shall be deemed waived.

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SECTION THREE
STANDARD CONTRACT INFORMATION

3.01 – Contract Type

The contract will be based on a fee schedule for authorized services or deliverables.

3.02 – Contract Approval

This RFP does not, by itself, obligate the CCSO. The CCSO's obligation will commence when a contract is approved by the Sheriff of Clay County, or their designee. Upon written notice to the contractor, the CCSO may set a different starting date for the contract. The CCSO will not be responsible for any work done by the contractor, even work done in good faith, if it occurs prior to the contract start date set by the CCSO.

3.03 – Standard Contract Provisions

The contractor will be required to sign a contract and comply with the contract provisions established as a result of this proposal. No alteration of these provisions will be permitted without prior written approval from the CCSO General Counsel. Objections to any of the provisions in Appendix A or this RFP must be set out in the Proposer's Proposal.

3.04 – Proposal as a Part of the Contract

Part or all of this RFP and the successful Proposal may be incorporated into the contract.

3.05 – Additional Terms and Conditions

The CCSO reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the Proposal evaluations.

3.06 – Insurance Requirements

The Contractor shall maintain in effect during the time period of the contract, "Adequate Insurance Coverages" as required by federal, state and local laws, regulations and ordinances as further detailed under Attachment A of this RFP. Such coverage shall be provided by companies approved by the CCSO. Contractor shall not commence or continue work under the contract until evidence of "Adequate Coverage" has been provided to and approved by the Purchasing Manager. In addition, in the event that Contractor does commence or continue work during any period where "Adequate Insurance Coverage" is not in force, charges assessed to the CCSO for uninsured independent Contractors will be back charged to the Contractor.

Should any of the required policies be canceled or undergo material change before the expiration date, the issuing insurance company will mail sixty (60) days written notice to: CCSO General Counsel, Clay County Sheriff's Office, 901 North Orange Avenue, Green Cove Springs, FL 32043.

3.07 – Indemnity

The Contractor covenants and agrees to indemnify and hold harmless the CCSO, and to defend it from all cost, expenses, damages, attorney's fees, injury or loss, to which the CCSO may be subjected by any person, company, corporation or organization by reason of any wrong doing, misconduct, want or need of care or skill, negligence or default or breach of Contract, guaranty or warranty, by the Contractor, the Contractor's employees, the Contractor's agent or assigns, or sub-contractors.

3.08 – Contract Funding

Approval or continuation of a contract resulting from this is contingent upon funding appropriations from the Clay County Board of County Commissioners.

3.09 – Proposed Payment Procedures

The CCSO will make payments based on a negotiated payment schedule.

3.10 – Contract Payment

No payment will be made until the contract is approved by the Sheriff or Undersheriff. Under no conditions will the CCSO be liable for the payment of any interest charges associated with the cost of the contract. The CCSO is not responsible for and will not pay local, state, or federal taxes. All costs associated with the contract must be stated in U.S. currency.

In order to be considered a proper invoice, it must be based on a proper delivery of services to and acceptance by the CCSO; the vendor, contractor or other party who is supplying the services has otherwise complied with all of the contract's terms and conditions and is not in default of any of them; and if the contract requires any subcontractors or other parties to be bound by similar other "flow-down" requirements, that those requirements have been complied with.

All payments made under this Bid will be made in accordance with the Local Government Prompt Payment Act; in effect, not later than forty-five 45 days from receipt of proper invoice.

<u>Dispute Resolution</u>

In the event a dispute occurs between a contractor, vendor or other invoicing party and the CCSO concerning payment of an invoice, the CCSO Executive Financial Officer and the invoicing party shall meet to consider the disputed issues. The invoicing party shall provide to the CCSO such material and information as the CCSO may reasonably

require. Any such procedure shall be initiated by either party notifying the other in writing of a dispute and stating with specificity its nature.

This procedure shall commence not later than forty-five (45) days, and be resolved not later than sixty (60) days, after the date on which the proper invoice was received by the CCSO. Any decision by the CCSO Executive Financial Officer shall constitute the final decision of the CCSO regarding these matters and shall be communicated in writing to the invoicing party within three (3) business days after such decision. If no decision is rendered within the time period as set out above, then a decision against the invoicing party shall be deemed to have been issued.

3.11 – Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the CCSO. If performed, the scope of the debriefing will be limited to the work performed by the contractor.

3.12 – Change in Company Ownership

Any change in ownership of the contractor's company must be approved, in advance and in writing by the CCSO. Changes of this nature not approved by CCSO may be grounds for the CCSO to terminate the contract.

3.13 – Inspection & Modification - Reimbursement for Unacceptable Deliverables

The contractor is responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and approval by the CCSO. The CCSO may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. Should the CCSO determine that corrections or modifications are necessary in order to accomplish its intent, the CCSO may direct the contractor to make such changes. The contractor will not unreasonably withhold such changes.

Substantial failure of the contractor to perform the contract may cause the CCSO to terminate the contract. In this event, the CCSO may require the contractor to reimburse monies paid (based on the identified portion of unacceptable work received) and may seek associated damages.

3.14 – Contract Termination

The Clay County Sheriff's Office may terminate the contract at any time that the Contractor fails to carry out its provisions or to make substantial progress under the terms specified in this document.

(a) The Clay County Sheriff's Office shall provide the Contractor with thirty (30) days written notice of conditions endangering performance. (A lesser number of days may be specified and enforced if required by an outside agency.) If, after such notice the Contractor fails to remedy the condition contained in the notice, the Clay County Sheriff's Office shall issue an immediate stop work order.

(b) Should the above condition occur, the Clay County Sheriff's Office shall only be obligated to reimburse the Contractor for services rendered prior to the date of termination, less any non-performance liquidated damages.

(c) Notwithstanding any other provision, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming through failure of the Clay County Government to appropriate funds, discontinuance or material alteration of the program under which funds were provided; the Clay County Sheriff's Office has the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

(d) With the mutual agreement of the Clay County Sheriff's Office and the Contractor upon receipt and acceptance of not less than sixty (60) days written notice, the contract may be terminated on an agreed date prior to the end of the contract period without penalty to either party. This clause does not restrict the CCSO's termination rights under the contract provisions.

3.15 – Contract Changes - Unanticipated Amendments

During the course of the contract, the Contractor may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the CCSO will provide the Contractor a written description of the additional work and request the Contractor to submit a company time schedule for accomplishing the additional work and a company price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments.

The contractor will not commence additional work until the CCSO has secured any required CCSO approvals necessary for the amendment and issued a written contract amendment, approved by the Sheriff, the Undersheriff, or the CCSO Executive Financial Officer.

3.16 – Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

SECTION FOUR
BACKGROUND INFORMATION

4.01 – CCSO Background Information

Clay County encompasses a 601 square mile suburban/rural county in Northeast Florida and contains the communities of Orange Park, Middleburg, Green Cove Springs, Fleming Island, Penney Farms, Clay Hill, Oakleaf Plantation, and Keystone Heights. It is bordered to the north by Jacksonville and is part of the Jacksonville MSA which has a major influence on the county. Clay County has a council-manager form of government.

The Clay County Sheriff is one of five constitutional officers in Clay County. The others are Clerk of Court, Property Appraiser, Tax Collector, and Supervisor of Elections.

SECTION FIVE
SCOPE OF WORK

5.01 – General Background

The Contractor shall be required and agree to accept the following responsibilities and provide the following services to the CCSO. The Contractor also understands that Inmate Transport and Hospital Watch Services as set forth herein are not exclusive to the successful bidder and that the CCSO may elect to utilize multiple Contractors to provide these services.

5.02 – General Requirements

The Contractor shall, upon request from the CCSO, assume custody of inmates committed to the custody of the CCSO and provide both interstate and intrastate transportation as required of said inmates from and to locations as required by the CCSO. The Contractor shall inform the CCSO in response to this RFP of inmate transportation capacities, transportation notice requirements, holidays on which the Contractor does not operate, inmates that the Contractor will not transport via ground transportation, and fee schedules for specialized transport services.

The Contractor shall assume custody of inmates from the CCSO or from the agency designated by the CCSO at the location of incarceration and shall transport said inmate(s) to their destination or other location specified by the CCSO. All inmates will be appropriately secured during transport; that includes leg restraints and double locked handcuffs. Upon arrival at the destination, the Contractor shall surrender custody of such inmate(s) to the CCSO or the agency designated by the CCSO.

The Contractor shall be responsible for the movement of the inmate's required legal documents, prescribed medications, and limited comfort items. The Contractor shall not be required to move bulk inmate items. All inmate property will be turned over to the CCSO or other designee at the same time as the inmate.

In assuming control of inmates from the CCSO, the Contractor's agents shall perform their responsibilities regarding security, control and safety of said inmates in a professional manner and in accordance with policies, procedures and directives promulgated by the Contractor and approved by the CCSO.

The Contractor shall only surrender inmates to duly authorized representatives of the CCSO, or designated agency, who shall identify themselves with proper identification. The Contractor shall not surrender any inmate unless proper identification is presented.

The CCSO shall have the right to cancel its pick up order at any time prior to an officer being physically dispatched to pick up the inmate. Any cancellation shall be made only upon consultation with the Contractor and will not result in additional charges being assessed by the Contractor.

In the event of delays while in transit, whether or not beyond the control of the Contractor including inclement weather, mechanical failure, or other cause, the Contractor shall provide for all inmate costs, with the exception of medical expenses, related to such delays including but not limited to food and lodging.

The Contractor shall inform the CCSO in writing of any unusual incidents, emergencies or controversial situations that occur during any time that the Contractor has custody or control of an inmate. Examples of "unusual incidents" include but are not limited to: any act of violence by an inmate or other passengers, any escape or attempt to escape or any other breach of security, any excessive delay in the transportation of an inmate, any medical condition of an inmate or other passenger requiring emergency medical treatment, any mechanical failure that would normally require formal reports to the cognizant regulatory agency, any refusal or delay by law enforcement or correctional officers to release or receive an inmate as authorized or directed by the CCSO, or the filing of any complaint by a inmate against the Contractor and its agents.

The Contractor shall ensure that any contraband, found by its employees during the course of their duties, are to be recorded and handed over to the CCSO Director of Detention, or designee, for proper disposal.

Employees of the Contractor are under no circumstances to accept or solicit gratuities in any form from any employee, citizen, or other persons using the premises.

The Contractor shall not conduct any activities or maintain any materials or items on County property which will in any way conflict with any law, ordinance, rule, or regulation of any governing public authority; or create a safety hazard or nuisance, except as reasonably required in the performance of its obligations under this solicitation.

The Contractor, and its employees, shall consent to reasonable searches and/or inspections of its employees, handbags, purses, backpacks, briefcases, etc., its employee's lockers (if any) and vehicles used for transport. The Contractor warrants, by submitting a response to this RFP, that it will require consent from its employees to these searches and/or inspections as part of the employee's employment contract. Failure by

any of the Contractor's employees to submit to such search will result in the employee being disallowed to perform services.

Contractor must have 24-hour 7 days per week operational staff and equipment to constantly monitor activities in the field.

Every vehicle must have two (2) transport employees during all times of transport, with an employee-to-inmate ratio of no more than one to six. Transportation of female inmates will require at least one of the employees to be female.

The Contractor shall maintain compliance with the Federal Motor Carrier Safety Administration Regulation 395.3 regarding maximum driving time for employees, and any revision, amendment or modification of that regulation.

The Contractor must have the capability of providing armed watch over Clay County Sheriff Office inmates while they are being treated at a medical facility. Employees assigned to a watch at a medical facility must follow security protocols as established by the CCSO.

The Contractor shall abide by all State and Federal regulations governing wages and hours of their employees.

Any willful disregard or violation of any part of this section will be deemed by the CCSO to be a default under this solicitation, and the resulting contract, and shall entitle the CCSO to all remedies for default provided by law.

5.03 – Staffing

The Contractor shall provide adequate staffing to provide listed services, operate the equipment listed herein and to provide a safe and secure environment for the general public, the inmate(s) being transported or watched, and for its own personnel while on duty.

The Contractor shall hire, train, test and supervise all of its employees providing Inmate Transport or Hospital Watch services in such a manner as to ensure effective, continuous services, and shall ensure that all personnel performing services are capable of performing those services as identified in this RFP and subsequent contract.

All Contractor personnel providing services as part of this solicitation must be well proportioned as to height and weight; be in good health without physical defects or abnormalities which would interfere with the performance of their duties; possess binocular vision correctable to 20/30; be free of color blindness; and be capable of hearing ordinary conversation at fifteen feet with either ear and without benefit of hearing aids.

The Contractor shall require a physical examination, including drug and alcohol screening, of all employees who are to be employed under this solicitation, and show written certification to the CCSO Director of Detention, or his designee, that each employee is physically capable of performing the duties required.

The Contractor shall provide proof that all of its employees who are to be employed under this solicitation are citizens of the United States, or are legal residents, and that they can clearly speak and understand English and can read and write in English with proficiency.

5.03.01 – Pre-Employment Checks

A comprehensive pre-employment check of each person to be employed by the Contractor as part of this solicitation will be conducted and maintained by the Contractor to determine suitability of employment. The pre-employment check shall include the following:

- Five (5) year employment history background
- Qualifications for Employment
- Examination to determine integrity and veracity of personal data provided (polygraph or comparable)
- Fingerprinting
- FBI Records Check
- Bondable and Insurable
- Drug Testing – minimum standard of a 10 panel drug urine test
- Social Security verification

5.04 – Training

Whereas the function of training its personnel lies solely with the Contractor, it is felt that the training should be presented in a formal manner with ample opportunity for question, answers, and interaction.

5.04.01 – Initial Training

The CCSO recommends the following training standards as a minimum:

Eighty hours (80) of pre-service training which shall minimally include:
a. Unarmed self-defense 8 hours
b. Use of force 4 hours
c. Restraints 4 hours
d. Non-lethal weapons 6 hours
(4 hours – chemical agents)
(2 hours – non-lethal shotgun)
e. Firearms 10 hours
f. Transportation of inmates 20 hours
g. Searches 2 hours
h. Map reading 3 hours

i. Defensive driving 4 hours
j. First-Aid / CPR 8 hours

5.04.02 – Recurring Training

All personnel shall be given recurrent training as required to ensure satisfaction of performance standards and as necessary for required certifications, if any.

5.04.03 – Training Records

Accurate training records shall be maintained for each employee which reflects the date and type of training given. These records shall be made available to the CCSO Director of Detention, or designee, upon request. Training records shall be maintained for at least ninety (90) days following termination of an employee.

5.05 – Equipment

Vehicles utilized to transport inmates shall be in good operating condition, with current maintenance and repair records on file, and meet the following minimal criteria:

a. Separate and safely secure the driving team from the inmate.
b. Doors and windows unable to be opened from the inside of the inmate compartment.
c. Welded steel screens covering the windows.
d. Operational heater and air conditioner for the entire vehicle.
e. Equipped with some form of mobile communication.
f. Readily identifiable by air as inmate transport vehicles.
g. Maintain manufacturers recommended occupancy rating.

5.06 – Compliance

The Contractor shall perform its obligations and functions hereunder in full compliance with all applicable laws of the United States or any of its agencies; the State of Florida; the County of Clay, and any applicable rules, regulations, or directives of any agency thereof.

The Contractor shall maintain at no cost to the CCSO, any and all licenses and permits, whether municipal, state, or federal, required for the performance of its obligations under this solicitation.

5.07 – Records

The Contractor shall maintain all records and documents relative to the direct costs incurred by the Contractor in the performance of its obligations and functions under this contract for a period of at least thirty-six (36) months from the date of receipt of the

invoice covering such direct costs; these records and documents shall be subject to inspection or audit by the CCSO or its agent at any time during the period for which they must be retained to determine the accuracy of direct cost invoices previously submitted.

5.08 – Performance

The Contractor shall perform all of its obligations and functions under this contract in accordance with all of the requirements and standards contained herein, and in a professional and businesslike manner.

The Contractor shall at all times provide and maintain adequate numbers of properly trained male and female personnel and all necessary supplies and equipment in order to be able to fully and timely perform its obligations and functions under this contract. The Contractor shall employ an experienced Supervisor, authorized to represent and act for the Contractor in all matters pertaining to security operations and activities associated with this solicitation. The Supervisor shall be directly responsible for the work performed under this contract, and shall devote their time exclusively to the responsibilities in connection with the work to be performed by the Contractor under this contract.

The CCSO maintains a No Smoking Policy within its buildings. Employees of the Contractor may only smoke in designated areas. Employees shall not be permitted to smoke in vehicles used for transporting inmates.

In the event the CCSO Director of Detention disapproves of an employee of the Contractor, for any reason, the Contractor shall remove such employee from service within 24 hours after receipt of written notice of such disapproval.

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SECTION SIX
PROPOSAL FORMAT AND CONTENT

6.01 – Proposal Format and Content

The CCSO discourages overly lengthy and costly Proposals, however, in order for the CCSO to evaluate Proposals fairly and completely, Proposers must follow the format set out in this RFP and provide all information requested.

6.02 – Introduction

Proposals must include the complete name and address of Proposer's company and the name, mailing address, and telephone number of the person the CCSO should contact regarding the Proposal.

Proposals must confirm that the Proposer will comply with all provisions in this RFP. Proposals must be signed by a company officer empowered to bind the company. Proof of such binding authority shall be furnished as part of the Proposal. A Proposer's failure to include these items in the Proposal may cause the Proposal to be determined to be non-responsive and the Proposal may be rejected.

6.03 – Methodology & Management Plan for the Project

Proposers must provide comprehensive narrative statements that set out the methodology and management plan they intend to employ and illustrate how they serve to accomplish the work as listed in Section 5 of this RFP and meet the CCSO's project deadline.

6.04 – Experience and Qualifications

Proposals must include the length of time bidder has been in the business of providing similar services to those requested in this RFP; current and recent history of past performance by the Respondent of a similar nature to the performance offered in response to the RFP to include the number of existing clients and the number of retained clients for the past three (3) years; any evidence submitted (letters of reference) or readily attainable regarding the quality of past performance and the reliability of responsiveness of the Respondent; the apparent capabilities of the Respondent to perform well in the execution of its obligations under a contract with the CCSO as evidenced by its leadership and management personnel, size of organization, length of time in business, past performance, and other current contractual obligations defining the Respondents capability to undertake and successfully fulfill the obligations proposed to be undertaken by its submission of a proposal in response to this RFP.

6.05 – Cost Proposal

Proposers are to submit the Cost/Fee Schedule form located in the attached forms section at the end of this document. Proposers are also requested to list any additional cost not specifically addressed in the Cost/Fee Schedule form.

6.06 – Evaluation Criteria

All Proposals will be reviewed to determine if they are responsive. It is determined that in the best interest of The Clay County Sheriff's Office when awarding the bid for service(s) for this RFP, the awarded Contractor must have a proven record in the specified fields of service. This being the case, the lowest cost Proposer will not necessarily be awarded the bid. Consideration will be given to reputation, experience, and ability to comply with time constraints of this RFP, consistent with the evaluation criteria set out in Section 7.

An evaluation may not be based on discrimination due to the race, religion, color, national origin, sex, age, marital status, pregnancy, parenthood, disability, or political affiliation of the Proposer.

A Proposal shall be evaluated to determine whether the Proposer responds to the provisions, including goals and financial incentives, established in the Request for Proposals, in order to prevent discrimination in the CCSO contracting, without regard to race, creed, color, sex, religion, age, national origin, disability, marital status, citizenship status or any other category protected by federal, state or local statute or code.

6.06.1 - Technical Qualifications:

The CCSO will evaluate the Contractor's ability based on experience, equipment and qualifications of key staff members and the Contractor's record with regard to this type of work, particularly in Clay County and in Florida.

6.06.2 - Written Proposal Evaluation:

The CCSO will evaluate the Contractor's understanding of proposed services to be undertaken as addressed in the RFP; assess how effectively the requirements for services will be addressed and assess the capabilities of the Contractor to match the scope and requirements of the RFP.

6.06.3 - Other Factors:

Other factors to be considered, but not limited to, are:

(a) The ability, capacity and skill of the Proposer to perform the contract;
(b) Whether the Proposer can perform the contract within the time specified, without delay or interference;
(c) The character and integrity, reputation, judgment, experience and efficiency of the Proposer;

(d) The quality of performance of previous contracts by the Proposer;
(e) Compliance by the Proposer with requirements of the Request for Proposal;
(f) Previous and existing compliance by the Proposer with laws and ordinances relating to the contract;
(g) The solvency of the financial resources of the Proposer to perform the contract or to provide the service;
(h) The quality, availability and adaptability of the Proposer services to the particular use required;
(i) The ability of the Proposer to provide future service;
(j) The number and scope of conditions attached to the bid or proposal by the Proposer.

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SECTION SEVEN
EVALUATION CRITERIA AND CONTRACTOR SELECTION

THE TOTAL NUMBER OF POINTS USED TO SCORE THIS CONTRACT IS 100

7.01 – Methodology and Management Plan for the Project (15%)
In evaluating this criterion, the Evaluation Committee will look at vendor's methodology for implementing the project as well as the management plan needed to ensure methodology is adhered to by those members identified within the staffing plan. Generally, proposals will be evaluated against the questions set out below:

(a) Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
(b) Does the methodology match and achieve the objectives set out in the RFP?
(c) How well has the Proposer identified pertinent issues and potential problems related to the project?
(d) How well does the management plan support all of the project requirements and logically lead to the deliverables/tasks required in the RFP?
(e) Is the organization of the project team clear?
(f) How well is accountability, lines of authority, and communication completely and clearly defined?
(g) To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?
(h) Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
(g) Is the Proposal practical, feasible, and within acceptable hourly rates?

7.02 – Experience and Qualifications (20%)
Proposals will be evaluated against the questions/criteria set out below:

Questions regarding personnel:

(a) Do the individuals assigned to the project have experience providing services to agencies similar in size to the Clay County Sheriff's Office?
(b) How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the company:

(c) How long has the company provided services similar to those requested in this RFP?
(d) How successful is the general history of the company regarding timely and successful completion of projects and service contracts?
(e) What are similar projects the company has completed in the last three (3) years?

7.03 – Contract Cost (65%)
The lowest cost Proposal will receive the maximum number of points allocated to cost. The point allocations for cost on the other Proposals will be determined through the method set out in Section 2.11.

APPENDIX A: FORMS

1. W-9 Form, First Page
2. Form 2 - RFP Authorized Signature
3. Proposal Submittal Form
4. Qualifications Statement Form
5. Non-Collusive Affidavit
6. Public Entity Crimes Statement Form
7. Drug Free Workplace Form
8. Indemnification/Hold Harmless Form
9. Insurance Requirements
10. Reference List Form
11. Cost/Fee Schedule

Form **W-9**
(Rev. January 2011)
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.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

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 the "Name" line to avoid backup withholding. For individuals, this is 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.

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

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

Employer identification number
☐☐ - ☐☐☐☐☐☐☐

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).

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 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

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

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

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.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

FORM 2

REQUEST FOR PROPOSAL AUTHORIZED SIGNATURE

The undersigned person, by the undersigned's authorized signature affixed hereon, warrants that:

1. The undersigned is an authorized representative of the Contractor's company and the enclosed Proposal is submitted on behalf of the Contractor's company.

2. The undersigned has carefully reviewed all the materials and data provided on the Contractor's Proposal on behalf of the company, and, after specific inquiry, believes all the material and data to be true and correct.

3. The Proposal offered by the Contractor's company is in full compliance with the Request for Proposal requirements set forth in this Request for Proposal.

4. The Contractor's company authorizes the CCSO, its staff or consultants to contact any of the references provided in the Proposal and specifically authorizes such references to release either orally, or in writing, any appropriate data with respect to the Contractor's company offering this Proposal.

5. The undersigned has been specifically authorized to issue a contract in full compliance with all requirements and conditions as set forth in this Request for Proposal.

6. If this Proposal is accepted, contracts will be issued as negotiated in a format acceptable to the CCSO in form and content.

7. Each Proposal submitted by the Proposer shall contain this form with the **original** signature of authorized representative.

_____
Name of Company

_____
Signature of Authorized Representative

_____
Type or Printed Name of Authorized Representative

_____ _____
Title Date

PROPOSAL SUBMITTAL FORM

Company Name Telephone

Home Office Address

City, State & Zip

Address: Office Servicing Clay County, other than above

Name/Title of CCSO Representative
Telephone

Fax Number Email Address

The undersigned attests to his/her authority to submit this Proposal and to bind the Contractor herein named to perform as per contract, if the Contractor is awarded a Contract by the CCSO.

The undersigned further certifies that he/she has read the Request for Qualifications, Terms and Conditions, Insurance Requirements and all other documentation relating to this request and this Proposal is submitted with full knowledge and understanding of the requirements and time constraints noted herein.

Addendum No._____ Dated _____ Addendum No._____ Dated_____
Addendum No._____ Dated _____ Addendum No._____ Dated_____

Signature Date

Proposal Submittal Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

QUALIFICATIONS STATEMENT FORM

The undersigned certifies under oath the truth and correctness of all statements and all answers to questions made hereinafter:

SUBMITTED TO: Clay County Sheriff's Office
Purchasing Manager
901 North Orange Avenue
Green Cove Springs, FL 32043

CHECK ONE:
___Corporation
___Partnership
___Individual
___Joint Venture
___Other

SUBMITTED BY:
NAME: _____
ADDRESS: _____
PRINCIPLE OFFICE: _____

State the true, exact, correct and complete legal name of the partnership, corporation, trade or fictitious name under which you do business and the address of the place of business.

The correct name of the Proposer is: _____

The address of the principal place of business is: _____

_____

If the Proposer is a corporation, answer the following:

a. Date of Incorporation: _____

b. State of Incorporation: _____

c. President's Name: _____

d. Vice President's Name: _____

e. Secretary's Name: _____

f. Treasurer's Name: _____

h. Name and address of Resident Agent: _____

_____

If Proposer is an individual or partnership, answer the following:

a. Date of Organization: _____

b. Name, address and ownership units of all partners:

_____

_____

_____

c. State whether general or limited partnership: _____

If Proposer is other than an individual, corporation or partnership, describe the organization and give the name and address of principals:

_____

_____

_____

_____

If Proposer is operating under fictitious name, submit evidence of compliance with the Florida Fictitious Name Statute.

How many years has your organization been in business under its present business name? _____

Under what other former names has your organization operated?

_____

_____

_____

_____

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification: _____ DID take an oath, or DID NOT take an oath

Qualifications Statement Form - THIS PAGE MUST BE COMPLETED & SUBMITTED WITH PROPOSAL

NON-COLLUSIVE AFFIDAVIT

State of _____

County of _____

_____ being first duly sworn, deposes and says that:

1. He/she is the _____, (Owner, Partner, Officer, Representative or Agent) of _____ the Proposer that has submitted the attached Proposal;
2. He/she is fully informed respecting the preparation and contents of the attached Proposal and of all pertinent circumstances respecting such Proposal;
3. Such Proposal is genuine and is not a collusive or sham Proposal;
4. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer, company, or person to submit a collusive or sham Proposal in connection with the Work for which the attached Proposal has been submitted; or have in any manner, directly or indirectly sought by agreement or collusion, or have in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any Proposer, company, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost elements of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposal Work.

Witnessed in the presence of:

_____ By: _____

_____ _____
(Printed Name)

_____
(Title)

ACKNOWLEDGEMENT

State of Florida
County of _____

On this the _____ day of _____, 20__, before me, the undersigned Notary Public of the State of _____, personally appeared _____ and (Name(s) of individual(s) who appeared before notary) whose name(s) is/are Subscribed to the within instrument, and he/she/they acknowledge that he/she/they executed it.

_____

NOTARY PUBLIC, STATE OF _____

NOTARY PUBLIC
SEAL OF OFFICE:

_____
(Name of Notary Public: Print, stamp, or type as commissioned)

__Personally known to me, or __Produced Identification _____ **DID** take an oath, or **DID NOT** take an oath.

PUBLIC ENTITY CRIMES STATEMENT FORM

A person or affiliate who has been placed on the State of Florida's convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for services in the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a Contractor, Supplier, Sub-Contractor, or Contractor under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in **Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list**.

I, _____, being an authorized representative of the company of

_____, located at City:_____

State: _____ Zip: _____, have read and understand the contents of the Public Entity Crime Information and of this formal RFP package, hereby submit our Proposal accordingly.

Signature: _____ Date: _____

Phone: _____ Fax: _____

Federal ID#: _____

DRUG FREE WORKPLACE FORM

Preference shall be given to business with drug-free workplace programs. Whenever two or more Proposals, which are equal with qualifications and service, are received by the CCSO for the procurement of commodities or contractual services, a Proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, your company shall:

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 action 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 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 under an RFP, 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 RFP, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of the United Sates 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 an 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 company complies fully with the above requirements.

Concur_____ Variance _____

_____ _____

Date Contractor's Signature

INDEMNIFICATION/HOLD HARMLESS FORM

The elected company shall (if required by CCSO) defend, indemnify and hold the CCSO, the CCSO's representatives or agents, and the officers, directors, agents, employees, and assign of each harmless for and against any and all claims, demands, suits, judgments, damages to persons or property, injuries, losses or expenses of any nature whatsoever (including attorneys' fees at trial at appellate level) arising directly or indirectly from or out of any negligent act or omission of the elected company, its Sub-contractors and their officers, directors, agents or employees; any failure of the elected company to perform its services hereunder in accordance with generally accepted professional standards; any material breach of the elected company's representations as set forth in the Proposal or any other failure of the elected company to comply with the obligations on its part to be performed under this contract.

Concur _____ Variance _____

I, _____, being an authorized representative of the company of

_____ located at City _____

_____, State _____, Zip Code _____

Phone: _____ Fax: _____.

Having read and understood the contents above, hereby submit accordingly as of this

Date, _____, 20_____.

_____

Please Print Name

_____

Signature

This signed document shall remain in effect for a period of one (1) year from the date of signature of for the contract period, whichever is longer.

INSURANCE REQUIREMENTS

The successful Proposer, upon being awarded the contract and before commencing any work, shall provide insurance and furnish the CCSO with a Certificate of Insurance as required by federal, state, and local guidelines and meeting the following minimum type and coverages:

Commercial General Liability including Products and Completed Operations, Personal and Advertising Injury, Fire Damage, and Medical Expense:

1. Each Occurrence $1,000,000
2. General Aggregate $1,000,000

Commercial Automobile Liability:

1. $1,000,000 combined bodily injury/property damage
2. Minimum limits for all additional coverages as required by Florida Law

Workers Compensation as required by Florida Statutes.

Employers Liability

1. Each Accident $100,000
2. Disease-Policy $500,000
3. Disease-Each Employee $100,000

Professional Liability:

1. Each Occurrence $1,000,000

REFERENCE LIST FORM

Proposer shall submit as a part of the proposal package, business references with name of the business, address, contact person, and telephone number that have utilized the services being proposed to the CCSO. The CCSO reserves the right to contact any of the personnel of the references provided.

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____)_____ Telephone No.: (____)_____

Name: _____ Name: _____

Address: _____ Address: _____

Contact: _____ Contact: _____

Telephone No.: (____)_____ Telephone No.: (____)_____

Name: _____

Address: _____

Contact: _____

Telephone No.: (____)_____

COST/FEE SCHEDULE

For Evaluation Purposes, all Proposers shall complete the attached Evaluation Based – Cost/Fee Schedule. This data is provided for evaluation purposes only and in no way is intended to limit, project, or predict the intended workhours or holiday schedule throughout the life of the agreement.

For Contracting Purposes, all Proposers shall complete the following pricing information.

Cost Proposal to the Clay County Sheriff's Office
In accordance with your RFP B21-001 and subject to all conditions thereof, I, the undersigned, hereby propose to provide the requested services at the following rates. Further, I affirm that these rates shall include any and all costs, fees, charges, or expenses associated with providing any and all labor, materials, equipment, transportation or supervision necessary to perform the required services:

Charges for Inmate Transports –

Local Transports – transport services to or from correctional facilities in surrounding counties of Duval, Baker, Bradford, Nassau and St. Johns –
$ _____ per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $_____ per hour.

Intrastate Transports - Mileage rate for ground transport
$ _____ per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $_____ per hour.

Interstate Transports – Mileage rate for ground transport -
$ _____ per mile per inmate Discount for additional inmate - _____%
Manpower charge for interstate transports - $_____ per hour.

Mileage shall be calculated as total distance traveled; starting at pickup location and ending at drop off location while engaged in transport of inmate(s).

Hourly rate shall be calculated as time rounded down to fifteen (15) minute intervals from the time of pickup to the time of discharge of the inmate(s) at established location.

Charge for Inmate Watch at Medical Facility
$_____ per hour. Based on actual time rounded down to fifteen (15) minute intervals for supervision of an inmate.

COST/FEE SCHEDULE

Ancillary Fees, Administration, or Value Added Services
I, the Proposer, request the CCSO's consideration of the following additional fees. Further, I affirm that no additional fees, unless listed below and specially incorporated into a future agreement between myself and the CCSO, shall be charged to the CCSO under a potential contract.

Description of Service	Amount	Basis for Billing

Certifications to CCSO
I, the undersigned, hereby certify that I shall:

a. comply with the laws of the State of Florida;
b. comply with the applicable portion of the Federal Civil Rights Act of 1964,
c. comply with the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government,
d. comply with the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government,
e. comply with all terms and conditions set out in this RFP and, if awarded, the resulting contract,
f. affirm, as a condition precedent to award, that the Bid submitted was independently arrived at, without collusion, under penalty of perjury, and
g. keep this offer open and valid for at least 90 days after bid opening.

_____ _____
Print Name and Title Signature and Date