

**NASSAU COUNTY
SHERIFF'S OFFICE**



REQUEST FOR PROPOSAL

**ARMED PRIVATE INMATE TRANSPORTATION,
TEMPORARY SUPERVISION AND COURTHOUSE
SECURITY**

**NASSAU COUNTY SHERIFF'S OFFICE
DETENTION FACILITY**

**NASSAU COUNTY
DETENTION FACILITY
76212 Citizens Circle
Yulee, FL 32097**

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID
MAY 1, 2023
NCSO – 23-R-002**

The Nassau County Sheriff's Office, Yulee, Florida is accepting competitive sealed bids for the **Nassau County Sheriff's Office Armed Private Inmate Transportation, Temporary Supervision and Courthouse Security.**

Bid Documents are available at the Nassau County Sheriff's Office web site at <https://nassauso.com/administrative-services/bids/>

Sealed bids will be received at the location stated below no later than **2:00 PM on Friday, June 9, 2023.**

All interested bidders are required to attend a **mandatory** pre-bid meeting to be held at the **Nassau County Sheriff's Office, 77151 Citizens Circle, Yulee, Florida, 32097** at **10:00 AM Friday, May 19, 2023.** Failure to attend the pre-bid meeting will result in bid rejection.

Mandatory Pre-Bid Meeting and Answers: Addendum questions must be given in writing to Director Jon Slebos at jslebos@nassauso.com. Any and all clarifications, answers to questions, or changes to the Bid Documents shall be provided through an issued Addendum, submitted to all qualifying Bidders by posting on the Nassau County Sheriff's Office Website at <https://nassauso.com/administrative-services/bids/> and through email if known and provided to the above contact. Any clarifications, answers, or changes provided in any manner other than a formally issued addendum, are to be considered "unofficial" and shall not bind the Nassau County Sheriff's Office to any requirements, terms or conditions not stated herein. The Nassau County Sheriff's Office shall make every possible, good faith effort to issue any and all addenda no later than ten (10) days prior to the due date for Bids. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Bids.

Any submittal received after the above stated time and date will not be considered. It shall be the sole responsibility of the Bidder to have its Bid delivered to the Nassau County Sheriff's Office, by U.S. Mail, hand delivery or any other method available to him/her; however, facsimile or telegraphic submittals will not be accepted. Delay in delivery shall be the sole responsibility of the Bidder. Submittals received after the deadline will not be considered. Award of the Bid is subject to authorization and appropriation of funds.

BIDDERS ARE REFERRED TO THE ATTACHED GENERAL CONDITIONS OF INVITATION TO BID FOR OTHER IMPORTANT INFORMATION REGARDING THE ITB AND BID PROCESS.

The original bid submittal **3 copies (1 original, 2 copies)** must be delivered to Nassau County Sheriff's Office in a sealed package, clearly marked on the outside, **ITB # NCSO – 23-R-002** - and addressed to:

Director of Jail & Detention Center
Director Jon Slebos
77151 Citizens Circle
Yulee, FL 32097
Email: jslebos@nassauso.com
Phone (904) 548-4032

Hand delivered Submittal is to be taken to the above address.

The bid shall be submitted on the specified Bid Form **3 copies (1 original, 2 copies)**, hereto attached as "Exhibit A". The person signing the Bid Response Form shall have the authority to bind the proposer to the Bid. All information on the Bid form shall be provided, or the Bid may not be accepted.

The competitive sealed Bid shall be accompanied by the following:

- 1) "Public Entity Crimes Statement" herein provided as "Exhibit B"
- 2) "Drug Free Workplace Certification" herein provided as "Exhibit C"
- 3) and an "E-Verify Statement," herein provided as "Exhibit D."

SCOPE OF WORK:

1. Provide as needed services for the safe and reliable temporary supervision of inmates in the custody of the Sheriff at required medical facilities or related health service locations.
2. Pursuant to all applicable Florida Statutes and applicable federal law, provide as needed such safe and reliable transportation of inmates from other jurisdictions in and out of state to be transferred to the custody of the Sheriff of Nassau County, Florida.
3. Provide security services, including but not limited to, armed and/or unarmed patrolling of grounds at county facilities, operating and monitoring of x-ray screening and weapon detection devices, monitoring of security cameras and alarm systems, coordinating with governmental security team, interacting with patrons and staff in county buildings, and assisting the Sheriff to ensure an overall safe and secure environment at any and all facilities where the services are provided.

QUALIFICATIONS

Bidders must submit with the Bid Proposal evidence of capabilities to complete the Scope of Services. Include a list of similar projects (scope and size) successfully completed in the past, a reference list, an equipment list, a list of subcontractors, and other information requested by the Nassau County Sheriff's Office. *Failure to submit qualification information with the Bid Proposal may result in rejection of a Bid.* Successful Bidder is required to have a Business License in the jurisdiction where their home office is located and a Florida Contractors' License in accordance with Chapter 489 Florida Statutes.

INSURANCE REQUIREMENTS

Insurance requirements are outlined in the General Conditions of this Invitation to Bid.

AWARD

Bids shall be priced as a lump sum amount for the Base Bid.

Award recommendation shall be made based on price, ability to meet the timeline, and qualifications.

Firms are hereby put on notice that no contact shall be made with any of the Nassau County Sheriff's Office members, staff, or others that may be involved in the selection process to discuss this request or to influence the outcome of the selection.

CONTACT

All questions and/or requests for information are to be directed *in writing only to Director of Jail & Detention Center, Director Jon Slebos 77151 Citizens Circle Yulee, FL 32097*

Email: jslebos@nassauso.com Phone (904) 548-4032

ADDENDA

A written response to bidder questions will be issued via Addendum and posted on the Nassau County Sheriff's Office website at [www.http://nassauso.com/administrative-service/bids/](http://www.nassauso.com/administrative-service/bids/) It is the bidder's responsibility to check the Sheriff's office website for Addenda prior to submitting their bid. The deadline for questions is 2:00 PM on Friday, May 26, 2023.

BIDDER SHALL SIGNIFY RECEIPT OF ADDENDA (IF ANY). Failure to Acknowledge Receipt of any Addendum may result in rejection of the bid.

GENERAL CONDITIONS OF INVITATION TO BID

**** Armed Private Inmate Transportation, Temporary Supervision and Courthouse Security ** ITB # NCSO – 23-R-002**

1. PREPARATION OF BID

- a. INVITATION TO BID shall be prepared in accordance with the following:
- b. The enclosed Bid Form, attached hereto as “Exhibit A”, shall be used when submitting your INVITATION TO BID.
- c. All information required by the Bid Form shall be furnished. The Bidder shall print or type his/her name and manually sign the Form and any continuation sheet on which an entry is made.
- d. Unit prices shall be shown and where there is an error in extension of price, the unit price shall govern.
- e. Alternate Bids will not be considered unless authorized by the Invitation to Bid.
- f. Bidders will not include federal taxes nor State of Florida sales, excise, and use taxes in prices, as the Nassau County Sheriff’s Office is exempt from payment of such taxes. An exemption certificate will be signed where applicable upon request.
- g. Bidders shall make all investigations necessary to thoroughly inform themselves about any and all conditions related to the performance of the Contract. Plea of ignorance by the Bidder of conditions that exist or may hereafter exist as a result of failure or omission on the part of the Bidder to make the necessary examinations and investigations, or failure to fulfill in every detail the requirements provided for in the Purchasing Policy, Purchasing Ordinance and/or State and Federal Statutes.
- h. Prices quoted must be FOB Nassau County Sheriff’s Office, Yulee, Florida with all transportation charges prepaid unless otherwise specified in the Invitation to Bid.
- i. Deliveries are to be FOB Destination unless otherwise specified in the Invitation to Bid.
- j. Deliveries are to be made during regular business hours.
- k. Bids and Bid prices shall be valid for a minimum of ninety (90) days, unless otherwise stated on the INVITATION TO BID.

2. SUBMISSION OF BIDS

- a. Bids and changes thereto shall be enclosed in sealed envelopes & addressed as instructed on the Bid Form. The name and address of the Bidder, the date and hour of the Invitation to Bid opening and a description of the service or bid subject of the bid shall be placed on the outside of the envelope.
- b. INVITATION TO BID must be submitted on the forms furnished. Telegraphic Bids will not be considered.

3. REJECTION OF BIDS

- a. The Nassau County Sheriff’s Office reserves the right to accept or reject any or all Bids, with or without cause, to waive irregularities and technicalities, and to request resubmission or to re-advertise for the services. The Nassau County Sheriff’s Office shall be the sole judge of the submittals. The Nassau County Sheriff’s Office’s decision shall be final.
- b. Bids in which the prices are obviously unbalanced are subject to rejection. The Nassau County Sheriff’s Office shall not be liable to the CONTRACTOR for failure to reject or notify the Bidder of any unbalanced bid.

- c. The Nassau County Sheriff's Office also reserves the right to reject the response of a Contractor who has previously failed to perform properly, completely, on-time and/or on-cost, contracts of a similar nature, or that are not, in the Sheriff's Office sole discretion, in a position to perform the contract.
- d. Response to this solicitation is considered an operational cost of the Contractor and shall not be passed on to or borne by the Nassau County Sheriff's Office or Nassau County, FL.

4. WITHDRAWAL OF BIDS

- a. Bids may not be withdrawn after the time set for the opening for a period of time as specified.
- b. Bids may be withdrawn prior to the time set for the opening. Such request must be in writing.

5. LATE BIDS

- a. INVITATION TO BID and modifications received after the time set for the opening will not be considered.
- b. Modifications in writing received prior to the time set for the opening will be accepted.

6. LOCAL, STATE, AND FEDERAL COMPLIANCE

- a. Bidders shall comply with all local, state, and federal directives, orders, and laws as applicable to the INVITATION TO BID and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Minority Business Enterprise (MBE), and OSHA as applicable to this contract.
- b. A "Public Entity Crimes Statement", in accordance with Florida Statutes, Section 287.133 (3) (a), on Public Entity Crimes, attached hereto as Exhibit "B", must be received at the time of the bid.
- c. A "Drug Free Workplace Certification" attached hereto as Exhibit "C", must be received at the time of the bid.
- d. "E-Verify" Statement attached hereto as Exhibit "D"
- e. The Nassau County Sheriff's Office requires that the Bidder selected will not discriminate under the contract against any person, in accordance with federal, state, and local government regulations.

7. COLLUSION

- a. The Bidder, by affixing his signature to the Bid Form, agrees to the following:
"Bidder certifies that his INVITATION TO BID is made without previous understanding, agreement, or connection with any person, firm or corporation making a Bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

8. AWARD OF INVITATION TO BID

- a. The INVITATION TO BID will be awarded to the most qualified supplier/bidder with the best value Bid whose Bid is conforming to the INVITATION TO BID and is most advantageous to the Nassau County Sheriff's Office in terms of price and other factors considered, including but not limited to, experience with substantial projects of this type and cost. For the sake of clarity and to avoid any confusion, the Nassau County Sheriff's Office reserved the right to select a Bid that is not the lowest in cost, whether cost is item by item, or by group, or in the aggregate.
- b. The Nassau County Sheriff's Office reserves the right to accept and award item by item, and/or by group, or in the aggregate.

- c. Award of the Invitation to Bid is subject to the final approval of a contract or agreement negotiated with the Nassau County Sheriff's Office, upon approval in the sole discretion of the NCSO General Counsel or other Sheriff's designee, a written award of acceptance (Purchase Order) mailed or otherwise furnished to the successful Bidder shall result in a binding contract;
- d. Unless otherwise noted in the specifications, the length of the agreement shall be one year, with a single one-year renewal possible based on the written mutual agreement of the parties.
- e. As a condition precedent to the award of a contract, bidders must include a list of similar projects (scope and size) successfully completed in the past and a list of references for whom these projects were completed. By submission of your bid you consent to the Nassau County Sheriff's Office contacting these references. **Information gathered from these references may be considered as a factor in awarding the bid.**
- f. The award will not be made until all necessary investigations have been made as to whether the low Bidder is qualified to do the work and has the necessary organization, capital and equipment to carry out the provisions of the contract.

9. NOT RESPONSIBLE FOR COSTS

- a. The Nassau County Sheriff's Office shall not be responsible for any cost incurred by a prospective Bidder in responding to this INVITATION TO BID.

10. PUBLIC INFORMATION

- a. All information contained in this Bid is public information, and as such will be handled in accordance with the Florida Statutes.

11. ADDITIONAL INFORMATION

- a. The Nassau County Sheriff's Office reserves the right to require Bidders to provide references and information on previous similar experience and cost projects prior to award of the contract.

12. PAYMENT

- a. Payment will be made in accordance with the Florida Prompt Payment Act.

13. BIDDER QUESTIONS

- a. Bidder questions during the bid period shall be submitted in writing to the Director of Jail & Detention Center, Director Jon Slebos 77151 Citizens Circle Yulee, FL 32097
Email: jslebos@nassauso.com Phone (904) 548-4032

14. MANDATORY PRE-BID CONFERENCE

- a. All bidders are required to attend a **mandatory** pre-bid conference to be held at the Nassau County Sheriff's Office at 77151 Citizens Circle, Yulee, Florida 32097 at **10:00 AM on Friday, May 19, 2023**. Failure to attend the pre-bid conference will cause bid rejection.

15. INDEMNIFICATION AND INSURANCE AND PAYMENT

- a. **INDEMNIFICATION:** The parties recognized that the Contractor is an independent contractor. The Contractor agrees to assume liability for and indemnify, hold harmless and defend Nassau County, Florida and the Nassau County Sheriff's Office, and their respective officers, employees, agents, and attorneys of, from, and against all liability and expense,

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Nassau County Sheriff's Private Inmate Transportation and Temporary Supervision and Site Security

including reasonable attorney's fees, in connection with any and all liability and expense, including reasonable attorney's fees, in connection with any and all claims, demands, damages, actions, causes of action, and suits in equity of whatever kind or nature, including claims for personal injury, property damage, equitable relief, or loss of use, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Contractor, its agents, officers, contractors, subcontractors, employees, or anyone else utilized by the Contractor in the performance of this Agreement. The Contractor's liability hereunder shall include all attorney's fees and costs incurred by Nassau County, Florida and the Nassau County Sheriff's Office in the enforcement of this indemnification provision. This includes claims made by the employees of the Contractor against Nassau County, Florida and the Nassau County Sheriff's Office and the Contractor hereby waives its entitlement, if any, to immunity under Section 440.11, Florida Statutes. Such obligations contained in this provision shall survive termination of this Agreement and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement. Subject to the limitations set forth in this Section, Contractor shall assume control of the defense of any claim asserted by a third party against Nassau County, Florida and the Nassau County Sheriff's Office and, in connection with such defense, shall appoint lead counsel, in each case at the Contractor's expense. Nassau County, Florida and the Nassau County Sheriff's Office shall have the right, at its option, to participate in the defense of any third-party claim, without relieving Contractor of any of its obligations hereunder. If the Contractor assumes control of the defense of any third-party claim in accordance with this paragraph, the Contractor shall obtain the prior written consent of Nassau County, Florida and the Nassau County Sheriff's Office before entering into any settlement of such claim. Notwithstanding anything to the contrary in this Section, the Contractor shall not assume or maintain control of the defense of any third party claim, but shall pay the fees of counsel retained by Nassau County, Florida and the Nassau County Sheriff's Office and all expenses, including experts' fees, at the sole discretion of the Nassau County, Florida and the Nassau County Sheriff's Office if: (i) an adverse determination with respect to the third party claim would, in the good faith judgment of the Nassau County Sheriff's Office, be detrimental in any material respect to the reputation of Nassau County, Florida and the Nassau County Sheriff's Office; (ii) the third party claim seeks an injunction or equitable relief against Nassau County, Florida or the Nassau County Sheriff's Office; or (iii) the Contractor has failed or is failing to prosecute or defend vigorously the third party claim. Each party shall cooperate, and cause its agents to cooperate, in the defense or prosecution of any third-party claim and shall furnish or cause to be furnished such records and information, and attend such conferences, discovery proceedings, hearings, trials, or appeals, as may be reasonably requested in connection therewith. It is further the specific intent and agreement of said parties that all the Contract Documents on this Project are hereby amended to include the foregoing indemnification. CONTRACTOR expressly agrees that it will not claim, and waives any claim, that this indemnification violates Section 725.06, Florida Statutes or is unenforceable pursuant to Section 725.06, Florida Statutes.

Nothing contained in the foregoing indemnification shall be construed to be a waiver of any immunity or limitation of liability the Nassau County Sheriff's Office may have under the doctrine of sovereign immunity or Section 768.28, Florida Statutes.

b. INSURANCE

(1) Certificate of Insurance

The Nassau County Sheriff's Office shall be furnished proof of insurance coverage as follows:

- The name of the insured, the name of the insurer, the number of the policy, its effective date, and its termination date.
- Statement that the insurer will mail notice to the Nassau County Sheriff's Office and a copy to CONTRACTOR at least thirty (30) days prior to any material changes in provisions, cancellation, renewal, or non-renewal of the policy;
- Certificate of Insurance shall be in the form as approved by the Nassau County Sheriff's Office, naming the Nassau County Sheriff's Office as additional insured, and such Certificate shall clearly state all the coverage required in this Section;
- If requested by the Nassau County Sheriff's Office, CONTRACTOR shall furnish complete copies of all insurance policies, forms, and endorsements; and
- Receipt of certificates or other documentation of insurance or policies or copies of policies by the Nassau County Sheriff's Office or by any of its representatives which indicate less coverage than required by this agreement does not constitute a waiver of CONTRACTORS obligations to fulfill the requirements of this Section.

(2) Workers' Compensation Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Workers' Compensation and Employer's Liability Insurance for all its employees connected with work under this agreement, and in the event any work is subcontracted, CONTRACTOR shall require the subcontract similarly to provide Workers' Compensation Insurance for all of the latter's employees, unless such employees are covered by the protection afforded by CONTRACTOR. CONTRACTOR may provide a workers' compensation waiver in lieu of workers' compensation insurance where such waiver is properly approved by the Florida Department of Labor and Employment Security and accepted by the Nassau County Sheriff's Office in writing. Such insurance or waiver shall comply with the Florida Workers' Compensation Law. In case any class of work conducted under this agreement is not protected under the Workers' Compensation statute, CONTRACTOR shall provide adequate insurance, satisfactory to the Nassau County Sheriff's Office, for the protection of employees not otherwise protected.

The Contractor shall purchase and maintain at the Contractor's expense Workers' Compensation and Employer's Liability insurance coverage for the life of this Contract.

The Limits of this insurance shall not be less than the following limits:

Part One – Workers’ Compensation Insurance – Unlimited Statutory Benefits as provided in the Florida Statutes and

Part Two – Employer’s Liability Insurance

Bodily Injury By Accident	\$500,000 Each Accident
Bodily Injury By Disease	\$500,000 Policy Limit
Bodily Injury By Disease	\$500,000 Each Employee

*If leased employees are used, policy must include an Alternate Employer’s Endorsement

(3) Liability Insurance

CONTRACTOR shall have in full force, during the life of this agreement, Commercial General Liability and Commercial Automobile Liability Insurance that shall protect the Nassau County Sheriff’s Office from claims for damage for bodily injury and personal injury, including accidental death, as well as claims for property damages which may arise from tasks associated with or carried out under this agreement, whether such operations are by itself or by anyone directly or indirectly employed by them, and the amount of such insurance shall be minimum limits as follows:

Commercial General Liability:

- Minimum Coverage is \$1,000,000 per occurrence.
- Coverage shall include premises, operations, products, completed operations, independent contractors, contractual liability covering this agreement, contracts and leases, broad form property damage coverage, personal injury and bodily injury.
- If Umbrella or Excess liability coverage is used to satisfy the requirements of this Article, it shall not be more restrictive than the underlying insurance policy coverage.

Commercial Automobile Liability:

- Minimum Coverage is \$1,000,000 per occurrence.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.
- The Contractor shall purchase and maintain at the Contractor’s expense Automobile Liability insurance coverage for the life of this Contract.
- The Limits of this insurance shall not be less than the following limits:
- Combined Single Limit – Each Accident \$1,000,000
- Covered Automobiles shall include any auto owned or operated by the insured Contractor, insured Sub-subcontractor including autos which are leased, hired, rented or borrowed, including autos owned by their employees which are used in connection with the business of the respective Contractor or Sub-subcontractor.
- Coverage shall include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

- c. **PAYMENT:** Payment due hereunder shall be made by the Nassau County Sheriff's Office to CONTRACTOR/VENDOR in accordance with the Florida Prompt Payment Act.

16. PUBLIC RECORDS REQUIREMENT. The Nassau County Sheriff's Office is a public agency subject to Chapter 119, Florida Statutes. IF THE BIDDER/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE BIDDER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (904) 225-0331, MLEDWARDS@NASSAUSO.COM, 77151 Citizens Circle, YULEE, FLORIDA 32097. To the extent that the selected Bidder(s) provide(s) goods and/or services to the County, and pursuant to Florida Statute 119.0701, the Bidder(s) shall:

- a) Keep and maintain public records required by the public agency to perform the service,
- b) 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 as provided by law,
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the vendor does not transfer the records to the public agency, and
- d) Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the vendor or keep and maintain public records required by the public agency to perform the service. If the vendor transfers all public records to the public agency upon completion of the contract, the vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the vendor keeps and maintains public records upon completion of the contract, the vendor 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.

If a vendor does not comply with a public records request, the Nassau County Sheriff's Office shall enforce the contract provisions in accordance with the contract.

17. PARTICIPATION IN E-VERIFY REQUIRED BY LAW

Pursuant to Florida Statute 448.095, all vendors doing business with the Nassau County Sheriff's Office and/or Nassau County, Florida are required to register with, and participate in, the federal government's E-Verify program (www.e-verify.gov). **Responders will be required to provide proof of registration from E-Verify along with a completed affidavit certifying their compliance with F.S. 448.095.** By submitting a response to this solicitation, Responder acknowledges and agrees that:

- a. If the Nassau County Sheriff's Office has a good faith belief that a person or entity with which it is contracting has knowingly violated §448.09(1), Florida Statutes, the contract shall be terminated,
- b. If the Nassau County Sheriff's Office has a good faith belief that a subcontractor knowingly violated §448.095(2), but the Prime Contractor otherwise complied with §448.095(2), Florida Statutes, shall promptly notify the Prime Contractor and order the Prime Contractor to immediately terminate their contract with the subcontractor,
- c. A contract terminated under subparagraph a) or b) is not a breach of contract and may not be considered as such,
- d. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination, and
- e. If a contract is terminated for a violation of F.S. 448 by the Contractor, the Contractor may not be awarded a public contract for a period of one (1) year after the date of termination.

18. Conflict of Interest

All Bidders must disclose with their offer the name of any corporate officer, director, or agent who is also an officer or employee of Nassau County. Further, all Bidders must disclose the name of any Nassau County officer or employee who owns, directly or indirectly an interest of ten percent (10%) or more of the Proposer's firm or any of its branches, subsidiaries or partnerships.

Conflict of Interest – Business Association:

All Bidders must disclose with their offer the name of any officer, director, or agent who is also an officer or employee of the Nassau County Sheriff's Office or Nassau County, FL or related to an officer or employee of same. Further, all Bidders must disclose the name of any Nassau County Sheriff's Office employee who has, either directly or indirectly, any interest of the Proposer's firm or any of its branches, affiliates, or subsidiaries. Notwithstanding any other provision of law, failure to disclose will result in disqualification of the proposal and/or cancellation of work without the Nassau County Sheriff's Office being in breach of contract. The Nassau County Sheriff's Office will seek damages for recoupment of losses for having to re-solicit or re-assign and further reserves the right to debar any vendor who fails to disclose.

Conflict of Interest – Advisory Boards:

Sections 112.313(3) and 112.313(7), Florida Statutes, prohibit an advisory board member of the County from holding any employment or contractual relationship with any business entity doing business with the County. Section 112.313(12), Florida Statutes, provides that an advisory board member will not be in violation of the prohibition if certain conditions are met, including the filing of a disclosure form with the County, which is the sole responsibility of the Proposer and must be filed prior to or at the time of submission of the proposal. A copy of the filed disclosure form shall be included as part of the Proposer's response.

The advisory board member is required to, prior to or at the time of the submissions of the proposal, file a statement with the County, disclosing their interest and the nature of the intended business.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way used or attempted to use his or her influence to persuade a member of the County or any of its personnel to enter into such a contract other than by the mere submission of the proposal.

The advisory board member, or his or her spouse, child, or other relative, is required to have in no way participated in the determination of the solicitation's specifications or the determination of the responsible and responsive Proposer.

19. DISABILITIES REQUIRING ACCOMMODATION

Persons with disabilities requiring accommodation in order to participate in this program or activity should contact the Office of the Ex-Officio Clerk to the Board of County Commissioners at (904) 548-4660 or Florida Relay Service at 1-800-955-8770 (v) or 1-800-955-8771 (TDD) at least seventy two hours in advance to request such accommodation.

EXHIBIT "A"

BID FORM

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID
NCSO – 23-R-002**

Price is in accordance with the Specifications and the General Conditions of the ITB as provided.

Additive Alternate Bid Item 1: Hourly Rate for Personnel \$ _____

Additive Alternate Bid Item 2: Mileage (RPM) \$ _____

Name: _____

Federal Taxpayer ID: _____

Mailing Address: _____

City, State, & Zip Code: _____

Telephone: _____ **Fax:** _____

Submitted By: _____

Title: _____

Remarks: _____

EXHIBIT "B"
TO GENERAL CONDITIONS TO ITB # – NCSO – 23-R-002

**NASSAU COUNTY SHERIFF'S OFFICE, YULEE, FLORIDA SWORN STATEMENT UNDER
F.S. SECTION 287.133(3)(A), ON PUBLIC ENTITY CRIMES**

**THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER
OFFICER AUTHORIZED TO ADMINISTER OATHS.**

1. This sworn statement is submitted with Bid, Proposal or Contract for _____.
2. This sworn statement is submitted by (entity) _____ whose business address is _____ and (if applicable) Federal Employer Identification Number (FEIN) is _____ (If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.)
3. My name is _____ and my relationship to the entity named above is _____.
4. I understand that a "public entity crime" as defined in Paragraph 287.133(a)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
5. I understand that "convicted" or "conviction" as defined in paragraph 287.133(a)(b), Florida Statutes, means finding of guilt or a conviction of a public entity crime with or without an adjudication of guilt, in any federal or state trial court of records relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
6. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. Nassau County Sheriff's Office, Florida ownership by one of shares constituting a controlling income among persons when not for fair interest in another person, or a pooling of equipment or income among persons when not for fair market value under a length agreement, shall be a prima facie case that one person controls another person. A person who was knowingly convicted of a public entity crime, in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of the state or of the United States with the legal power to enter into a binding contract for provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. (Please attach a copy of the final order.)

_____ The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

_____ The person or affiliate has not been placed on the convicted vendor list. (Please describe any action taken by, or pending with, the Department of General Services.)

Signature

Date:

STATE OF FLORIDA
COUNTY OF _____

PERSONALLY, APPEARED BEFORE ME, the undersigned authority, who, after first being sworn by me, affixed his/her signature at the space provided above on this _____ day of _____, 2023, and is personally known to me, or has provided _____ as identification.

Notary Public
My Commission expires:

EXHIBIT "C"
TO GENERAL CONDITIONS TO ITB # – NCSO – 23-R-002

NASSAU COUNTY SHERIFF'S OFFICE

DRUG-FREE WORKPLACE CERTIFICATION

The below-signed Proposer certifies that it has implemented a drug-free workplace program. In order to have a drug-free workplace prepare, a business 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 actions that will be taken against employees for violation of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or services a copy of the statement specified in paragraph 1.
4. In the statement in paragraph 1., notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of nolo contendere to, any violation occurring in the workplace no later than five (5) working days after such conviction.
5. Impose a sanction on or require fine satisfactory participation in drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is 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 this statement, I Certify that this firm complies fully with the above drug-free workplace requirements.

COMPANY: _____

CITY: _____ STATE: _____ ZIP CODE: _____

TELEPHONE NUMBER(S): _____

SIGNATURE: _____

NAME (TYPED OR PRINTED): _____ TITLE: _____

EXHIBIT "D"

ITB # NCSO – 23-R-002

**NASSAU COUNTY SHERIFF'S OFFICE
INVITATION TO BID**

E-VERIFY STATEMENT

Bid/Proposal Number: _____

Project Description: _____

Vendor/Consultant acknowledges and agrees to the following:

Vendor/Consultant shall utilize the U.S. department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

1. All persons employed by the Vendor/Consultant during the term of the Contract to perform employment duties within Florida; and
2. All persons, including subcontractors, assigned by the Vendor/Consultant to perform Work pursuant to the contract with the Department.

Company/Firm: _____

Authorized Signature: _____

Title: _____

Date: _____