

**EXTRADITION SERVICES OF PRISONERS
SERVICE CONTRACT**

**BRAZOS COUNTY PURCHASING DEPT.
200 S. Texas Ave., Ste. 352
Bryan, Texas 77803
Telephone (979) 361-4294**

**Contract No. 21-091
Page 1 of 10 Pages**

GENERAL REQUIREMENT FOR CONTRACT

I, Joel Brasfield as a duly authorized representative of US Corrections LLC
"Vendor" willingly attest to perform (or deliver) as per **Exhibit A, Job No. 20/0057**
with Harris County and Exhibit B, Pricing Sheet, for Brazos County. I further agree to all of the
provisions and specifications contained in this contract.

AUTHORIZATION

Authorization is given to Brazos County to use **Job No. 20/0057** with Harris County for Extradition Services of Prisoners, under the authorization letter from U.S. Corrections, LLC and the inter-local agreement between Brazos County and Harris County.

ENTIRE CONTRACT

Harris County **Job No. 20/0057, Exhibit A and Exhibit B Pricing Sheet** is hereby incorporated into this contract. This contract may only be amended by written instrument approved and executed by the parties. Harris County contracts shall only be used by Brazos County to purchase goods and service to be used by Brazos County, and are not to be included in any cooperative purchasing association or use by another governmental entity through any agreement with Brazos County;

Vendor has the right to refuse Brazos County's request to use the Harris County's contract;

If Vendor agrees to contract with Brazos County using a Harris County contract, then all materials, goods or services purchased under the Agreement between Brazos County and the Vendor shall be in accordance with the current Harris County contract;

In the event that the contract was procured using a Request for Proposals or any other procurement process that allows for negotiation, Brazos County may negotiate pricing and terms that would apply to Brazos County only;

Brazos County shall have no authority whatsoever to change any terms, conditions, or pricing in any Harris County contract;

Vendor shall bill Brazos County directly for any and all materials, goods or services purchased by Brazos County;

Vendor shall look only to Brazos County for any and all compensation owed for purchases made by Brazos County under the Harris County contract; and

Vendor shall settle any and all disputes with Brazos County concerning any purchases made by Brazos County. Harris County shall not be a party to any dispute between Vendor and Brazos County, nor be responsible in any way for the acts or omissions of Brazos County.

BRAZOS COUNTY, TEXAS

TERM:

The term of this contract will be from date of approval in Commissioner's Court to May 31, 2021. With the option to renew with four (4) additional one (1) year renewal options per the Harris County Contract.

CONTRACT RENEWALS

Renewals may be made ONLY by written mutual agreement between Brazos County and the vendor pending renewal of the Master Contract, Job No. 20/0057 with Harris County.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Brazos County Commissioners Court. Should there be a change in ownership or management; the contract shall be terminated unless a mutual agreement is reached with the new owner or manager to continue the contract with its present provisions and prices.

CONTRACTORS RESPONSIBILITY

It is the contractor's sole responsibility to print and review all pages of the contract documents and attachments. The Certification of Bid Form must be completed to include full firm name, mailing address, telephone number, email address, Vendor Tax Identification number and signed by an authorized representative of the firm. Failure to complete the submission of all required forms, including but not limited to the Reference Page, House Bill 89 & Debarment Verification form, Questionnaires (when applicable), Addenda (including revised forms), and any other specified forms or documents may be grounds for cancellation of contract. Contractor agrees to provide Brazos County the "Certificate of Interested Parties", Form 1295 as required, pending award, renewal, amended or extended contract. Visit https://ethics.state.tx.us/whatsnew/elf_info_form1295.htm for more information. In the event of a needed change in the specifications sent to the bidder, it is understood that all the foregoing terms shall apply to the addendum or addenda.

CONTRACT OBLIGATION

Brazos County Commissioners Court must award the contract and Brazos County Judge, or other person authorized by Brazos County Commissioners Court must sign the contract before it becomes binding on Brazos County or the offerors. Department heads are NOT authorized to sign contracts for Brazos County. Binding contracts shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

QUANTITIES

Brazos County does not guarantee to purchase any minimum quantities or services other than those listed on a purchase order. Brazos County will not be responsible for any orders placed without a valid purchase order number.

HOLD HARMLESS AGREEMENT

Vendor, the successful offeror, shall indemnify and hold Brazos County harmless from all claims for personal injury, death and/or property damage resulting directly from Vendor's performance. Vendor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover Vendor's liability as may arise directly or indirectly from work performed under terms of this contract. Certification of such coverage must be provided to Brazos County upon request.

ADDITION/MODIFICATION OF LOCATIONS OR SERVICES

Brazos County reserves the right to add locations as additional locations may be required. Locations to be added may include, but not limited to, expansions or additions to existing facilities and acquisition or construction of new properties. In the event that Brazos County makes significant structural changes to an existing facility that impacts the Vendor's cost in providing the services anticipated by this contract such change may be treated as a new facility and the procedures provided for in this section may be followed in determining an appropriate price.

INVOICES & PAYMENTS

Vendor shall not perform any services for Brazos County without a purchase order. Payments to vendors will not be made if the vendor cannot produce a Brazos County Purchase Order. Vendor shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, shall be corrected by the Vendor. Brazos County will only be required to pay for materials actually received and/or services actually provided. Brazos County shall not be required to pay for materials or services described in the contract that are not used or provided by the vendor in completion of the contract. This term supersedes any contradicting terms throughout the contract and/or any attachments. When multiple deliveries and/or services are required, the vendor may invoice following each delivery or performance of service and Brazos County will pay on invoice within thirty (30) days upon receipt of invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. The vendor will provide an invoice for each month in which Brazos County is responsible for payment, during the duration of the contract. Prior to any and all payments made for goods and/or services provided under this contract, the vendor should provide their Taxpayer Identification Number or Social Security number as applicable. This information must be on file with Brazos County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated Exhibit A. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the Vendor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror MUST indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

TAXES

Brazos County is exempt from all federal excise, state and local taxes unless otherwise stated in this contract. Brazos County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to Brazos County Purchasing Agent.

GOVERNING FORMS

In the event of any conflict of interpretation of any part of this overall contract, Brazos County's interpretation shall govern. In the event of a conflict between the terms, conditions, provisions, and

specifications of this contract and any other terms, conditions, provisions, and specifications provided by the Vendor; the terms of this contract shall supersede.

GOVERNING LAW AND VENUE

This service contract is governed by the laws of the State of Texas, specifically, the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Brazos County may request and rely on advice, decisions and opinions of the Attorney General of Texas and Brazos County Attorney concerning and portion of these requirements. Potential vendors are advised they may have disclosure requirement pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts that have an aggregate value in excess of \$250.00 given to any employee of the County, County Official to the County Official's family members or employment of any employee of the County, County Official or the County Official's family members during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Brazos County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law. Bidder understands that Brazos County is a government subject to Texas State and Federal public information statutes. Venue shall lie exclusively in Brazos County, Texas, notwithstanding anything to the contrary.

DISQUALIFICATION OF OFFEROR

Upon signing this contract, an offeror offering to sell supplies, materials, services, or equipment to Brazos County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, *et seq.*, as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if Brazos County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. Requests to withdraw a submitted bid or proposal are subject to the approval of the Purchasing Agent.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications 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 specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

BRAZOS COUNTY, TEXAS

TERMINATION

Brazos County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Brazos County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Brazos County's satisfaction and/or to meet all other obligations and requirements. Brazos County and/or the Vendor may terminate the contract without cause upon thirty (30) days written notice.

COMPLIANCE WITH THE PRISON RAPE ELIMINATION ACT

The County Detention Center as an operation of the Brazos County Office of Sheriff (BCOS) will comply with the Prison Rape Elimination Act (PREA). The Detention Center has a Zero Tolerance Policy regarding sexual abuse and sexual harassment. The Detention Center will conduct a background investigation on all employees, volunteers, students or other contractors that may have contact with inmates. Background checks will be conducted as least every five (5) years. The BCOS shall ensure that all volunteers and contractors who have contact with inmates have been trained on their responsibilities under the agency's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. Any contractor or volunteer who engages in sexual abuse is prohibited from contact with inmates and shall be reported to law enforcement agencies and to relevant licensing bodies, unless the activity was clearly not criminal. The facility will take appropriate remedial measures and prohibit further contact with inmates in the case of violation of sexual abuse or sexual harassment policies. The County has an affirmative duty to disclose any misconduct in violation of the sexual abuse and sexual harassment policy. Material omissions regarding such misconduct, or the provision of materially false information are grounds for termination of this agreement.

FORCES MAJEURE

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control or are inadvisable, commercially impracticable, or illegal including by not limited to acts of God, government restrictions (including the denial or cancellation of any necessary license or certification), wars, insurrections, acts of terrorism, threats of terrorism, civil disorder, labor strikes or disruptions, epidemics, pandemics and/or any other cause that is beyond the reasonable control of the party whose performance is affected (including mechanical, electronic, or communications failure). Contractor reserves the right to refuse to move any Prisoner for any reason. Nothing in this agreement shall be construed to obligate Contractor to accept any move of behalf of the Department under this agreement.

POLICY REQUIREMENTS FOR CERTIFICATE OF INSURANCE

VENDOR'S INSURANCE

The Vendor(s) before starting work for Brazos County, must furnish Brazos County a Certificate of Insurance or other acceptable evidence from a reputable insurance company or companies with an A.M. Best Rating of AA (such companies to be acceptable to Brazos County) licensed to write insurance in the state of Texas, showing that the Vendor is covered by the insurance as follows:

BRAZOS COUNTY, TEXAS

- (1) **Commercial General Liability** insurance including but not limited to the coverage indicated below. Coverage shall not exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Coverage must be written on occurrence form.
 - Each Occurrence: \$1,000,000
 - Personal Injury & Adv. Injury: \$1,000,000
 - Products/Completed Operation Aggregate: \$2,000,000
 - General Aggregate: \$2,000,000

- (2) **Workers Compensation** insurance as required by the laws of Texas, and Employers' Liability.

Employers' Liability

 - Liability, Each Accident: \$500,000
 - Disease-Each Employee: \$500,000
 - Disease – Policy Limit: \$500,000

- (3) **Commercial Automobile Liability** insurance which includes any automobile (owned, non-owned, and hired vehicles) used in connection with the contract.
 - Combined Single Limit – Each Accident: \$1,500,000
if operating vehicles with a seating capacity
of 15 or less; or
 - Combined Single Limit – Each Accident \$5,000,000
if operating vehicles over seating capacity of 15

With reference to the foregoing insurance requirement, the vendor shall endorse applicable insurance policies as follows:

- A waiver of subrogation in favor of Brazos County, its officials, employees, volunteers and officers shall be provided for General Liability, Commercial Automobile Liability, and Workers' Compensation.
- The vendor's insurance coverage shall name Brazos County as additional insured under the General Liability policy.
- All insurance policies shall be endorsed to require the insurer to immediately notify Brazos County of any decrease in the insurance coverage limits.
- All insurance policies shall be endorsed to the effect that Brazos County will receive at least thirty (30) day's notice prior to cancellation, non-renewal or termination of the policy.
- All copies of Certificates of Insurance shall reference the project/contract number.
- All insurance shall be purchased from an insurance company that meets the following requirements:
 - A financial rating of A-VII or higher as assigned by the BEST Rating Company or equivalent.
- Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent, and shall contain provisions representing and warranting the following:
 - Sets forth all endorsements and insurance coverages according to requirements and instructions contained herein.

- o Sets forth the notice of cancellation or termination to Brazos County.

LIMITATIONS

The parties are aware that there are constitutional and statutory limitations on the authority of Brazos County to enter into certain terms and conditions of the contract, including, but not limited to, authorizations of the placement of liens on Brazos County property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"). Any contract terms and conditions related to the Limitations will not be binding on Brazos County except to the extent authorized by the laws and Constitution of the State of Texas.

COVERAGES/WAGES

Nothing in this contract shall be construed as making Brazos County responsible for the payment of compensation and/or any benefits for Vendor including health, property, motor vehicle, workers' compensation, disability, death, and dismemberment insurance for the Vendor's employees and/or equipment. Nothing in the contract shall be construed as making Brazos County responsible for wages, materials, logistical support, equipment, and related travel expenses incurred by the Vendor.

SOVEREIGN IMMUNITY

The parties understand that Brazos County does not waive or relinquish any immunity or defense on behalf of itself, officers, employees, agents, and volunteers as a result of its execution of this contract and the performance of the covenants contained herein. Further, Brazos County is not responsible for any civil liability that arises from any act or omission made within the course and scope of this contract. The parties understand and agree that Brazos County does not assume civil liability under any theory of law for the actions of the Vendor in providing services hereunder.

NOTICES

Notices shall be mailed to the addresses designated herein or as may be designated in writing by the parties from time to time and shall be deemed received when sent postage prepaid U.S. Mail to the following addresses:

BRAZOS COUNTY:
Brazos County, Texas
Duane Peters, Brazos County Judge
200 South Texas Avenue, Suite 332
Bryan, Texas 77803

VENDOR:

Contact Name:
Joel Brasfield

Phone Number:
615-352-9798

Billing Info:
517 Hickory Hills Blvd, Whites Creek, TN 37189

ASSIGNABILITY

This contract may not be assigned without the prior written permission of Brazos County.

FISCAL FUNDING CLAUSE

Notwithstanding any provisions contained herein, the obligations of Brazos County are expressly contingent upon the availability of funding for the obligations contained herein for the term of the contract and any extensions and renewals thereto.

WAIVERS

No waiver by either party hereto of any term or condition of this contract shall be deemed or construed to be a waiver of any other term or condition or subsequent waiver of the same term or condition.

AVAILABILITY AND RETENTION OF RECORDS

All records relating to the service provided under this contract and supporting documentation for invoices submitted to Brazos County by the Vendor shall be retained and made available by the Vendor for audit by Brazos County, its duly authorized representatives, the State of Texas (including, but not limited to the Auditor of the State of Texas, Inspector General or duly appointed law enforcement officials) and agencies of the United States Government. Such records shall be returned by Vendor and made available for any time period required by state or federal law. If changes occur in the governing state or federal law, regarding retention records, Vendor shall comply with such changes. If an audit is initiated before the expiration of such time periods required by state or federal law regarding retention of records, the Vendor shall retain such records until the audit is concluded and all issues resolved. Vendor shall provide Brazos County with copies of such audits that be conducted with respect to the contract.

AUDIT RESPONSIBILITY

The Vendor shall be responsible for receiving, replying to and/or complying with any audit exception by appropriate federal, state or local audit directly related to the provision of this contract. The Vendor shall repay to Brazos County the full amount received for duplicate billings, erroneous billings, false or deceptive claims. The Vendor recognizes and agrees that Brazos County may withhold any money due and recover through any appropriate method any money erroneously paid under this contract if evidence exists of less than full compliance with this contract.

INDEMNIFICATION

The Vendor shall defend, indemnify and save harmless Brazos County and all its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees expenses brought for or on account of any injuries or damages received or sustained by any person or persons or property, by or from the said Vendor or his employees or by or in consequence of any negligence in safeguarding the work, or through the use of unacceptable materials in construction of the work, or by or on account of any act of omission, the Worker Compensation Law or any other law, ordinance, order or decree, and so much of the money due the said Vendor under and by virtue of his contract as shall be considered necessary by Brazos County may be retained for the use of Brazos County, or in case no money is due, his sureties shall be held until suit or suits, action or actions, claim or claims for injury or damages as aforesaid shall have been settled and satisfactory evidence to that effect furnished Brazos County. Contractor agrees, upon receipt of written notice of a claim or action, to defend the claim or action, or take other appropriate measure to indemnify, and hold harmless the County, its Officers, its Agents and its Employees from and against all claims and actions for bodily

injury, death, or property damages caused by the fault of the Contractor, its Officers, its Agents, or its Employees. Contractor is obligated to indemnify only to the extent of the fault of the Contractor, its Officers, its Agents, or its Employees. However, the Contractor shall have no obligation as set forth above with respect to any claim or action from bodily injury, death or property damages arising out of the fault of the County, its Officers, its Agents or its Employees.

HOUSE BILL 89 & DEBARMENT VERIFICATION

Brazos County is federally mandated to adhere to the directions provided in the President’s Executive Order (EO) 13224, Executive Order on Terrorist Financing – Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism, effective 9/24/2001 and any subsequent changes made to it via cross-referencing respondents/vendors with the Federal General Services Administration’s Excluded Parties List System (EPLS, <https://www.sam.gov>), which is inclusive of the United States Treasury’s Office of Foreign Assets Control (OFAC) Specially Designated National (SDN) list. Respondent certifies that the responding entity and its principals are eligible to participate in this transaction and have not been subjected to suspension, debarment, or similar ineligibility determined by any federal, state or local governmental entity and that Respondent is in compliance with the State of Texas statutes and rules relating to procurement and that Respondent is not listed on the federal government’s terrorism watch list as described in Executive Order 13224. Entities ineligible for federal procurement are listed at <https://www.sam.gov>.

The undersigned affirms the non-debarment statement above, that they are duly authorized execute this contract.

The company representative below further affirms that the company submitting this proposal, under the provisions of Subtitle F, Title 10, and Government Code Chapter 2270:

1. Does not boycott Israel currently; and
2. Will not boycott Israel during the term of the contract.

Pursuant to Section 2270.001, Texas Government Code:

1. “Boycott Israel” means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made or ordinary business purposes; and
2. “Company” means a for-profit sole proprietorship, organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or any limited liability company, including a wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of those entities or business associations that exist to make a profit.

Company Name: US Corrections LLC

Authorized Company Representative: Joel Brasfield

Address: 517 Hickory Hills Blvd, Whites Creek, TN 37189

Signature: 

Date: 12/8/2020

Contract #: 21-091

CERTIFICATION OF CONTRACT

The undersigned further affirms the non-debarment statement above, that they are duly authorized execute this contract.

Signed By:  Title: President & General Counsel

Typed Name: Joel Brasfield


Company Name: US Corrections LLC Phone No. 615-352-9798

Email Address: dwarden@prisonertransport.net

Mailing Address: PO Box 171078 Nashville TN 37217
P. O. Box or Street City State Zip

Employer Identification Number: 82-3201264

Social Security Number: N/A

Approved by Commissioners' Court on this 22 day of Dec. 2020 by
 Holding the position of County Judge



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

June 01, 2020

		YES	NO	ABSTAIN
Commissioners Court Harris County, Texas RE: Job No. 200057 Members of Commissioners Court:	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Please approve the following award on the basis of lowest bid meeting specifications:

Description: Extradition Services of Prisoners for the Harris County Sheriff's Office

Bid(s) Received: Two (2) on April 06, 2020 (see attached)

Vendor(s): US Corrections LLC

Term: June 09, 2020 - May 31, 2021 with four (4) one-year renewal options

Amount: \$1,365,400

Evaluated By: • Harris County Purchasing • Sheriff's Office

After evaluating the bids, it was discovered that Trident Alliance Group, LLC submitted a non-responsive bid by failing to submit addenda 2-5. Item 4 will not be awarded. Purchase order(s) will be issued upon Commissioners Court approval.

Sincerely,


DeWight Dopslauf
Purchasing Agent

CAK
Attachment(s)
cc: Vendor(s)

Presented to Commissioners Court

June 9, 2020

Approve: E/G

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 09, 2020



**DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent**

June 01, 2020

		YES	NO	ABSTAIN
Commissioners Court Harris County, Texas	Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RE: Job No. 200057	Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Members of Commissioners Court:				

Please approve the following award on the basis of lowest bid meeting specifications:

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Bid(s) Received: Two (2) on April 06, 2020 (see attached)

Vendor(s): US Corrections LLC

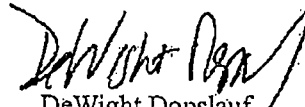
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Sincerely,


DeWight Dopslauf
Purchasing Agent

CAK
Attachment(s)
cc: Vendor(s)

Presented to Commissioners Court

June 9, 2020

Approve: E/G

FOR INCLUSION ON COMMISSIONERS COURT AGENDA JUNE 09, 2020

Bid Tab - Job No. 200057; Extradition Services of Prisoners for the Harris County Sheriff's Office

				Trident Alliance Group, LLC		US Corrections LLC ^{1,2}	
Item No.	Description	Unit of Measure	Est. Qty.	Unit Price	Total Price	Unit Price	Total Price
	Population						
1	Male Prisoner	miles	515,000	\$1.20	\$618,000.00	\$2.00	\$1,030,000.00
2	Female Prisoner	miles	98,200	\$1.00	\$98,200.00	\$2.00	\$196,400.00
3	Medical Condition (insulin dependent, HIV, pregnancy)	miles	15,000	\$1.00	\$15,000.00	\$5.00	\$75,000.00
	Additional Services						
4	Limited Service Areas (provide listing of states that fall in this category).	miles	15,000	\$0.00	\$0.00	NO BID	NO BID
5	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2 to 10	10%	Not Applicable	25%	Not Applicable
		tier	11 to 20	15%	Not Applicable	25%	Not Applicable
		tier	21+	25%	Not Applicable	25%	Not Applicable
6	Minimum transport fee for trips under 300 miles	trip	60	NO BID	NO BID	\$400.00	\$24,000.00
7	Special Conditions Surcharge Fee	trip	100	NO BID	NO BID	\$400.00	\$40,000.00
Grand Total					\$731,200.00		\$1,365,400.00
¹ Award Recommendation Lowest Bid Meeting Specifications (Item 4 will not be awarded) ² Corrected Total ³ Non-responsive, did not submit addendums 2, 3, 4 and 5 which included a revised pricing sheet and changes to the specifications.							



HARRIS COUNTY BID COVER SHEET

Job No.
20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE: Monday, March 16, 2019

Ref. to Pur. Agt.

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Chris Kaminski at 713-274-4419 or email: ckaminski@pur.hctx.net

Presented to Commissioners Court

Total Amount of Bid: \$ 1,290,400.00

APR 07 2020

Company Name: US Corrections LLC

APPROVE G/E
Recorded Vol _____ Page _____

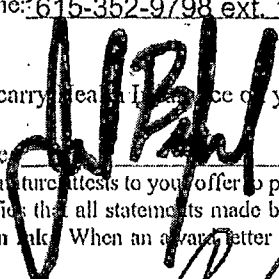
Company Address: PO Box 171078

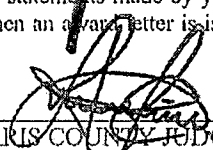
City, State, Zip Code: Nashville, TN 37217

Taxpayer Identification Number (T.I.N.): 823201264

Telephone: 615-352-9798 ext. 156 Fax: 615-352-9737 e-mail: dwarden@prisonertransport.net

Do you carry a contract with your employees? Yes No If yes, what % of employees: 100 %

Signature:  Print Name: Joel Brasfield
[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: 
HARRIS COUNTY JUDGE LINA HIDALGO

Date: 3/11/2020

CAK/tjb
Revised 08/19

6/30/2020

Vote of the Court:

	Yes	No	Abstain
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. A. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 11, 2020

TO: All Vendors
RE: Job No. 20/0057

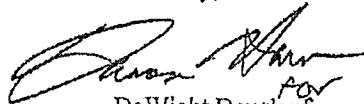
EXTENDED
DUE DATE: March 23, 2020, no later than 2:00 pm, Local Time in Houston, Texas

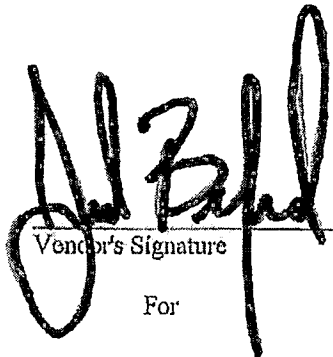
All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 1

1. The due date has been extended from Monday, March 16, 2020 to Monday, March 23, 2020, no later than 2:00 p.m. local time, Houston, TX (attached).
2. Responses to all vendor questions received related to this project will be released within a subsequent addendum and/or question and answer memo.

Sincerely,


DeWight Dopslauf
Purchasing Agent


Vendor's Signature
For

U.S. Corrections LLC
Company Name

CAK/rjb 



REVISED PER ADDENDUM NO. 1

HARRIS COUNTY BID COVER SHEET

Job No.
20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE: Monday, ~~March 16, 2019~~ March 23, 2020

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".**

RETURN BID TO: HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Chris Kaminski at 713-274-4419 or email: ckaminski@pur.hctx.net

Total Amount of Bid: \$ 1,290,400.00

Company Name: US Corrections LLC

Company Address: PO Box 171078

City, State, Zip Code: Nashville, TN 37217

Taxpayer Identification Number (T.I.N.): 823201264

Telephone: 615-352-9798 ext. 156 Fax: 615-352-9737 e-mail: dwarden@prisonertransport.net

Do you carry health insurance for your employees? Yes No If yes, what % of employees: 100%

Signature:  Print Name: Joel Brasfield

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: HARRIS COUNTY JUDGE LINA HIDALGO

Date: 4/3/2020

CAK/tjb
Revised 08/19



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 18, 2020

TO: All Vendors

RE: Job No. 20/0057

EXTENDED

DUE DATE: March 30, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 2

1. The due date has been extended from Monday, March 23, 2020 to **Monday, March 30, 2020**, no later than 2:00 p.m. local time, Houston, TX (attached).
2. Responses to all vendor questions received related to this project will be released within a subsequent addendum and/or question and answer memo.

Sincerely,

DeWight Dopslauf
Purchasing Agent

Vendor's Signature:
For

US Corrections LLC
Company Name

CAK/rjb



REVISED PER ADDENDUM NO. 2

HARRIS COUNTY
BID COVER SHEET

Job No.
20/0057

BID FOR: Extradition Services of Prisoners for the Harris County Sheriff's Office (For one (1) year beginning approximately May 1, 2020)

DUE DATE: Monday, March 16, 2019 March 23, 2020 March 30, 2020

Due no later than 2:00 P.M. local time in Houston, Texas. Bids received later than the date and time above will not be considered.

OFFERORS NOTE: Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your bid with all appropriate supplements and/or samples in an appropriately sized envelope or box. PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID".

RETURN BID TO: HARRIS COUNTY PURCHASING AGENT
1001 PRESTON, SUITE 670
HOUSTON, TEXAS 77002

Buyer: Chris Kaminski at 713-274-4419 or email: ekaminski@pur.hctx.net

Total Amount of Bid: \$ 1,290,400.00

Company Name: US Corrections LLC

Company Address: PO Box 171078

City, State, Zip Code: Nashville, TN 37217

Taxpayer Identification Number (T.I.N.): 823201264

Telephone: 615-352-9798 ext. 156 Fax: 615-352-9737 e-mail: dwarden@prisonertransport.net

Do you carry health insurance for your employees? X Yes ___ No If yes, what % of employees: 100%

Signature: [Handwritten Signature] Print Name: Joel Brasfield

[Your signature attests to your offer to provide the goods and/or services in this bid according to the published provisions of this Job and certifies that all statements made by you are true, complete and correct. All prices and signatures must be typewritten or written in ink. When an award letter is issued, it becomes a part of this contract. Contract is not valid until Purchase Order is issued.]

Accepted by: HARRIS COUNTY JUDGE LINA HIDALGO

Date: 04/03/2020



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 20, 2020

TO: All Vendors
RE: Job No. 20/0057
DUE DATE: March 30, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 3

1. Revised Specifications sheets, pages 14, 15, 16 and 17 of 23 (attached).
2. Questions & Answers (attached).

Sincerely,

DeWight Dopslauf
Purchasing Agent

Vendor's Signature
For

US Corrections LLC

Company Name

CAK/tjb *OK*

REVISED PER ADDENDUM NO. 3

The preferred general requirements and services are as follows:

I. Vendor Qualifications

1. Vendor shall have, in place and operational, a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
2. Vendor must have sufficient equipment to meet the transport demands of the HCSO. A minimum of sixteen (16) 15-passenger vans must be available along with other vehicles in vendor's fleet.
3. Vendor shall comply with all applicable state and federal laws and regulations, not limited to U.S. Department of Transportation's Federal Motor Carrier Safety Administration and the Department of Justice in the performance of this contract.
4. Vendor shall provide documentation with bid to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all State and Federal requirements for handling prisoners.
5. Harris County prefers that the vendor has provided a minimum of 5,000 prisoner transports during the past twelve (12) months.
6. Vendor shall provide with the proposal a sample of Department of Transportation (DOT) approved driver logs as proof of adhering to the driver-time requirements.
7. In assuming custody of prisoners, vendor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the HCSO written policies and procedures. Such policies, procedures and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, vendor shall follow reasonable and customary operating procedures. Vendor must comply with all Federal, State and Local regulations as they pertain to contractor's services and contractor's employees.
8. Vendor agrees to travel the most direct route when transporting prisoners, male and/or female, for HCSO.
9. Vendor shall immediately report unusual incidents, emergencies and/or controversial situations that arise in the performance of services to HCSO in accordance with the HCSO directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to, the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by HCSO.
10. Vendor shall assume custody of prisoners from authorized agents of HCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location.
11. Upon arrival, vendor shall surrender custody of such prisoners to HCSO or to the law enforcement agency as designated by HCSO. HCSO has the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the vendor. The vendor shall notify the Criminal Warrants Division of HCSO regarding any significant delays as soon as possible.
12. In the event of delays in delivering prisoners to the specified destination, whether or not beyond vendor control, including inclement weather or mechanical malfunctions, the vendor shall provide for all prisoner costs, except medical, related to such delays, including, but not limited to, food and lodging.
13. Vendor agrees to notify the Criminal Warrants Division within one ~~(1)~~ twenty-four (24) hours from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport.

REVISED PER ADDENDUM NO. 3

14. HCSO will provide the vendor with a pickup deadline for all prisoners. The vendor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to vendor failure to meet the pickup deadline, HCSO will be relieved of any and all costs associated with such pickup.

II. Refusal and/or Inability to Transport

1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, ~~in the opinion of the driver~~ determined by a supervisor, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO.
2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.
3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge.
4. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction.
5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.

III. Identification / Uniform

1. Vendor employees shall be required to wear a uniform bearing the company logo. Street/casual clothes i.e. jeans, T-shirts with popular printed material, sandals, "flip-flops", etc. will not be acceptable. If vendor employees do not wear proper attire, the holding authority may not release the prisoner(s), and the vendor will not be compensated for the trip.
2. All employees of the vendor involved in the pick-up and transportation of prisoners will carry a identification (ID) that indicates information including; but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

IV. Policy, Contingency Plan and Reporting Requirements

1. Vendor shall have written contingency plan in place in the event of a medical problem, accident, or prisoner escape.
2. Prisoners must be given an average of eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Housing will be provided to the prisoner, with the opportunity to receive proper rest, shower and meet other hygienic needs.
3. Prisoners must be provided restroom stops ~~every three (3) hours~~ frequently, in accordance with common prisoner transport standards, and in a humane manner during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
4. Prisoners requiring medication shall be provided medication at required time intervals while en route and self-

REVISED PER ADDENDUM NO. 3

medication shall be appropriately documented.

5. Prisoners traveling interstate shall ~~travel a minimum of 250 straight-line miles~~ meet the governmental standards for travel each day from point of departure to point of destination.
6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO.
7. Vendor is responsible for providing prisoners three balanced and nutritious meals during each twenty-four (24) hour period while in their custody.
8. Vendor must immediately notify the contact person in HCSO of any medical problems, escape, accident, or other incidents as outlined in the contingency plan. Should immediate notification not be possible, notification must be provided at the earliest time possible.
9. ~~For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner.~~
10. Appropriate documentation including written authority to transport prisoner (i.e., Prisoner Receipt, Property Receipt and Prisoner Medical/Medication information) will be delivered with the prisoner. The vendor will provide a detailed written report, including all prisoner activities while in transit upon prisoner delivery. The report shall list the date, times for pickup and delivery, all restroom breaks, meals, medical/behavior problems and overnight stops. The report shall also contain the transporting agents' signatures and the extradition oath for each prisoner transported.
11. Vendor must provide a twenty-four (24) hour, seven (7) day a week communication system for access of agency decision-makers.

V. Personnel

Vendor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. Evaluation must include, but not be limited to, a driving history, a criminal history investigation and drug and alcohol testing.

1. ~~Vendor shall be required and responsible for conducting their own drug and alcohol testing of each employee prior to sending to HCSO for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Federal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28 CFR 20.33(a)(6).~~

~~Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed one-hundred dollars \$100.00 per employee.~~

2. Vendor agrees that current employees and new personnel will not be eligible to provide required services at HCSO, if a criminal record is located for the following offenses:
 - a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
 - b. Misdemeanor offenses that fall into the following categories:
 1. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
 2. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
 - c. Drug Offenses:
 1. Manufacture or sale of any illegal drug or controlled substance.
 2. Drug use: marijuana – no usage within the past two (2) years, or any felony drug usage. No exceptions

REVISED PER ADDENDUM NO. 3

allowed.

- d. Felony or misdemeanor convictions for the following offenses:
 1. Public lewdness
 2. Indecent exposure
 3. Perjury
 4. Tampering with a governmental record
 5. Impersonating a public servant
 6. Permitting or facilitating an escape
 7. Violations of the rights of a prisoner.
3. Transporting agents shall receive at least a total of 100 hours training in all phases of short and long distance prisoner transport, applicable laws, prisoner care, custody, control, self-defense, Cardiopulmonary Resuscitations (CPR), first aid, restraints and weapons training. Vendor must be able to provide proof of training if requested by HCSO. Proof of training, for at least seven (7) years must be retained and accessible to HCSO.
4. Transporting agents shall be properly licensed in accord with all applicable State and Federal requirements.
5. A female transporting agent shall be used when transporting a female prisoner. **If no female transport agent is available, the female prisoner is not to be transported by less than two transport agents of the opposite sex.**
6. Vendor shall provide a list of names, ID card numbers, and signatures of transporting agent authorized to receive custody of prisoners on behalf of HCSO. Vendor shall be responsible for providing updates to the HCSO. Vendor shall furnish any and all documentation regarding certification or registration of its transport agents to the HCSO upon request.

VI. Vehicles

Vendor's vehicles at all times must meet the following requirements:

1. Vehicles only properly licensed in accordance with all applicable State and Federal regulations, allowed to provide services.
2. Vehicles must separate transporting agents from prisoners, as well; separation of male and female prisoners required.
3. Safety equipment, at all times must be on vehicles providing services to HCSO. Safety equipment will consist of but not be limited to cell phones, first aid kits, fire extinguisher and safety triangles.
4. Vehicles shall be clean inside and out at all times.
5. **Immediately Within twenty-four (24) hours, any/all vehicle accidents must be reported to HCSO Criminal Warrants Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents.**
6. Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards.

VII. Restraint Equipment

1. Handcuffs and leg irons shall be manufactured to meet full compliance with National Institute of Justice (NIJ) Standards dealing with marking, workmanship, mechanical strength and tamper resistance.
2. Prisoners shall not be secured to any part of the transporting vehicle.
3. The practice of hogtying (the restraint of the ankles and the wrists while being tied together behind the back) shall be strictly prohibited at all times.

QUESTIONS & ANSWERS PER ADDENDUM NO. 3

1. Question: Termination: Page 9, "*Harris County may terminate the contract without cause upon thirty (30) days written notice.*" Would the County allow vendors the same termination rights as the County?

Answer: No, due to the time frame, the Harris County Sheriff's Office would require at the least a sixty (60) day written notice in order to arrange personnel and to ensure extraditions are met.

2. Question: Vendor Qualifications: Page 14, "*13. Vendor agrees to notify the Criminal Warrants Division within one (1) hour from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport. Would the County consider removing this requirement? This timeline is not feasible,*

Answer: See Addendum No. 3. The Vendor must assume responsibility of their prisoners.

3. Question: Refusal and/or Inability to Transport: Page 15, "*1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO.*" Would the County consider allowing charges incurred to be billed to the County if the failed pickup is of no fault of the vendor?

Answer: No, if the behavior of the inmate dictates the vendor will either not transport or discontinues transport services, it is of no fault of the Harris County Sheriff's Office and therefore charges will not be billed to the County.

4. Question: Refusal and/or Inability to Transport: Page 15, "*2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.*" Would the County consider allowing charges incurred to be billed to the County if the failed pickup is of no fault of the vendor?

Answer: No, if it is of no fault of the Harris County Sheriff's Office, we shall not be billed or charged a penalty.

5. Question: Refusal and/or Inability to Transport: Page 15, "*3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge.*" Would the County consider allowing for 50% of the original trip cost for failed pickups that are no fault of the vendor?

Answer: No.

6. Question: Refusal and/or Inability to Transport: Page 15, "*3. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction. Would the County consider removing this requirement in its entirety? This is too broad of a requirement and does not factor into account conditions out of the Vendors control.*

Answer: No.

7. Question: Refusal and/or Inability to Transport: Page 15, "5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price. Would the County consider removing this requirement in its entirety? Based on the pickup location of some offenders, it is not possible to guarantee their delivery in six days, or less if we are to abide by mandatory DOT/FMCSA regulations regarding maximum driving time of passenger carrying vehicles.

Answer: No, all factors that would prevent the Vendor from delivering to HCSO within six (6) days should be considered prior to accepting the transport.

8. Question: Policy, Contingency Plan and Reporting Requirements: Page 15, "2. Prisoners must be given an eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Would the County consider rewording this requirement to "Prisoners must be given an average of eight (8) hours of rest within any given twenty-four (24) hour period.

Answer: See Addendum No. 3.

9. Question: Policy, Contingency Plan and Reporting Requirements: Page 15, "3. Prisoners must be provided restroom stops every three (3) hours during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport. Would the County consider rewording this requirement to mandate that restroom stops are given frequently, in accordance with common prisoner transport standards, and in a humane manner? Based on the geographic location of some transports, it is not possible to guarantee every three hours if we are to only utilize secured facilities for restroom breaks.

Answer: Yes.

10. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "5. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination." Would the County consider removing this requirement in its entirety? Based on the pickup location of some offenders, it is not possible to guarantee that they will travel 250 straight-line miles each day if we are to abide by mandatory DOT/FMCSA regulations regarding maximum driving time of passenger carrying vehicles and also allowing for adequate rest, restroom and hygiene breaks.

Answer: Yes, see Addendum No. 3. All deadlines for delivery should not be affected by not having a requirement of how many miles traveled.

11. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO." Would the County consider rewording this requirement that if a Status Change occurs resulting in a failed pickup at not fault of vendor, County may be billed for costs incurred?

Answer: No, if the cancellation is of no fault of the County, the County shall not incur costs.

12. Question: Policy, Contingency Plan and Reporting Requirements: Page 16, "9. For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner." Would the County consider removing this requirement in its entirety?

Answer: Yes, HCSO does not need to be notified the day of pickup, but once transportation has been arranged and accepted, it becomes the responsibility of the vendor to ensure the pickup is on time. See Addendum No. 3.

13. Question: Personnel: Page 16, "1. Vendor shall be responsible for drug and alcohol testing of each employee prior to sending to HCSO for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Federal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28 CFR 20.33(a)(6). Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed one hundred dollars \$100.00 per employee. Would the County consider removing this requirement and instead requiring Vendors to conduct their own commercially available background check?"

Answer: See Addendum No. 3.

14. Question: Personnel: Page 17, "5. A female transporting agent shall be used when transporting a female prisoner." Would the County consider amending this requirement to reflect that if no female transport agent is available, the female prisoner is not to be transported by less than two transport agents of the opposite sex?"

Answer: See Addendum No. 3.

15. Question: Vehicles: Page 17, "5. Immediately, any/all vehicle accidents must be reported to HCSO Criminal Warrants Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents. Would the County consider removing "immediately" and rewording to in a "timely manner?"

Answer: See Addendum No. 3.

16. Question: Pricing: Page 19, "Pricing must be all-inclusive. Harris County will not allow for any other rates or charges. Would the County allow for vendors to submit their own pricing structure and additional line items as the line items mentioned in this bid are not inclusive for all costs associated with the proposed services?"

Answer: No, any additional charges will fall under related items.

17. Question: Does the County require Vendors to have a "Satisfactory" Safety Rating with the Federal Department of Transportation (DOT)?

Answer: Yes.

18. Question: On page 21, Minimum Insurance Requirements. Would the County consider increasing the Automobile Liability Insurance limit to match the Federal Department of Transportations, Federal Motor Carrier Safety Administrations mandated limit of \$1.5MM for vehicles designed to transport 15 passengers or less as opposed to the \$1MM outlined? FMCSA standards may be found at the link below.

Answer: Harris County will keep Insurance Requirements as is.

19. Question: Does the County require Vendors to utilize transport vehicles equipped with cameras?"

Answer: No.

20. Question: Is the County aware of the State of Florida's, Department of Agriculture's Security Licensing Laws requiring all private companies performing prisoner transports in the State of Florida, including all transports/extraditions for the Hamilton County Sheriff's Office originating in the State of Florida, to have a 'B' Security License and does the County require the awarded Contractor to have this license, as does the State of Florida?

Answer: No.

21. Question: Is the County aware of the Federal Motor Carrier Safety Administration's mandated Electronic Logging Device (ELD) program that went into effect on December 18th, 2017 and does the County require compliance with this law, as does the Federal Government?

Answer: Yes, if the Federal Government requires this Electronic Logging Device (ELD) the Harris County Sheriff's Office cannot supersede compliance.

22. Question: Is the County aware of the Federal Motor Carrier Safety Administration's mandatory Hours-of-Service (HOS) regulations that limits maximum driving time for passenger-carrying vehicles and does the County require compliance with this law, as does the Federal Government?

Answer: Yes, the Harris County Sheriff's Office cannot supersede the Federal Government's statute.



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

March 25, 2020

TO: All Vendors
RE: Job No. 20/0057

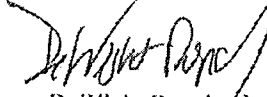
**EXTENDED
DUE DATE:** April 6, 2020, no later than 2:00 pm, Local Time in Houston, Texas

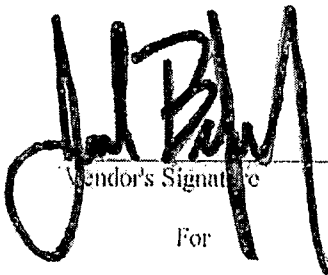
All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 4

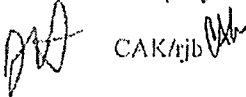
The due date has been extended from Monday, March 30, 2020 to Monday, April 6, 2020, no later than 2:00 p.m. local time, Houston, TX (attached).

Sincerely,


DeWight Dopslauf
Purchasing Agent


Vendor's Signature
For

US Corrections LLC
Company Name

 CAK/rjb



DeWight Dopslauf, C.P.M., CPPO
Harris County Purchasing Agent

April 2, 2020

TO: All Vendors
RE: Job No. 20/0057
DUE DATE: April 6, 2020, no later than 2:00 pm, Local Time in Houston, Texas

All vendors are required to sign and attach a copy of this addendum with each bid for Extradition Services of Prisoners for the Harris County Sheriff's Office. This addendum must be received by the Purchasing Department no later than the above due date.

ADDENDUM NO. 5

1. Revised Specifications sheet, page 18 of 23 (attached).
2. Revised Pricing/Delivery Information sheet, page 19 of 23 (attached).
3. Questions & Answers (attached).

Sincerely,

DeWight Dopslauf
Purchasing Agent

Vendor's Signature
For

US Corrections LLC

Company Name

CAK/tjb

REVISED PER ADDENDUM NO. 5

VIII. Responsibilities Prior and During Transportation

Vendors must provide the following services prior and during the transportation of prisoners arriving or departing from HCSO locations:

1. Positive physically identified of prisoners is required prior to transportation agents assuming custody and removing them from the holding agency. Transporting agents shall have photographs and fingerprints on hand for comparison when picking up a prisoner for HCSO.
2. Transporting agent of the same gender will provide a strip search of prisoners prior to transporting.
3. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent. All transported property will be kept separated from prisoner during transportation.
4. At all times, during transportation prisoner's phone use is prohibited. No exceptions.
5. Prisoner's food to be consumed and provided on the vehicle utilized for and during transportation.
6. When transportation-housing facilities must be utilized, prisoners shall be lodged in secure and adequate jail facilities. Housing facility and local staff must be advised of prisoners escape potential, security threat i.e. possible gang affiliation, disruptive group member or high profile offender. Whenever possible transportation prisoners shall be separated from the general population at the housing facility.
7. Prisoner injuries shall be reported to the transporting agency office and HCSO.
8. Transporting agents are legally responsible for prisoners under their care and control.
9. All escapes shall be reported immediately to local law enforcement at the scene, HCSO, and to the transportation agency office.

IX. Special Conditions Surcharge Fee

Special conditions surcharge fee will be utilized for special situations such as but not limited to time specific pick-ups and drop offs, short notice transports, release dates, court dates, and/or situation where inmate housing must occur because operational routes have been impacted.

REVISED PER ADDENDUM NO. 5
PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide unit pricing for the items below. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award by item, by group, by category, overall or as best serves the County. Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
	Population				
1	Male Prisoner	miles	515,000	\$ 2.00	\$1,030,000.00
2	Female Prisoner	miles	98,200	\$ 2.00	\$ 196,400.00
3	Medical Condition (insulin dependent, HIV, pregnancy)	miles	15,000	\$ Please see notes below	\$ Please see notes below
	Additional Services				
4	Limited Service Areas (provide listing of states that fall in this category).	miles	15,000	\$ Please see notes below	\$ Please see notes below
5	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2-10	% 25	
		tier	11-20	% 25	
		tier	21+	% 25	
6	Minimum transport fee for trips under 300 miles	trip	60	\$ 400.00	\$ 24,000.00
7	Special Conditions Surcharge Fee	trip	100	\$ 400.00	\$40,000.00
GRAND TOTAL					\$1,290,400.00

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

Notes: Pricing included below along with reasoning on Pricing Clarification document, Page 103.

- 3. Medical Conditions: priced case-by-case or if an exact dollar amount is needed for purpose of bid, \$5.00 per mile.
- 4. Limited Service Areas: priced case-by-case or if an exact dollar amount is needed for purpose of bid, listing of states and associated pricing is below.
 Limited Service States and Pricing:

VT, NH, WA, OR, ME: \$2.25 per mile
 ID: \$2.50 per mile
 MT: \$2.75 per mile
 ND: \$3.00 per mile
 WY: \$3.25 per mile
 SD: \$3.50 per mile

QUESTIONS & ANSWERS PER ADDENDUM NO. 5

1. Question: *Refusal and/or Inability to Transport: Page 15, "1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO."*

Refusal and/or Inability to Transport: Page 15, "2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence."

Refusal and/or Inability to Transport: Page 15, "3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge."

Addressing the three requirements above, when a trip is cancelled after company agents are already in route (or arrived) to the pickup location, transport companies incur significant costs to pay their staff, gas, depreciation, house their inmates in transport, and it also impacts company drivers' DOT "driver service hours". This same applies when a company arrives at a facility and they cannot pick-up an offender due to undisclosed medical conditions, no medications being provided, or some other unsafe condition that is no fault of the vendor. It would be unreasonable to require prisoner transport companies to incur these costs of cancellation and/or no-pickup when they have spent significant time and resources, and capital into the transport. We request that HCSO allows for industry standards of a 50% cancellation fee (after a certain date), or a no-pickup fee in the case that a company shows up and is not able to safely transport the offender.

Answer: See Addendum No. 3., for revisions to page 15, section II, 1. Before the vendor starts travelling to the location for the pickup, and after going through the quote process, and accepting the job at the quoted price, it is the responsibility of the vendor to contact the holding agency to ensure the prisoner will be ready for pickup and that all medical and/or medications are known up front prior to pick up. Before quoting a price, all information (medical, medications, etc.) should be made known and is the vendor's sole obligation to ensure all current information on the prisoner is available. It is no fault of the Harris County Sheriff's Office (HCSO) if all information is not acquired by vendor or if the prisoner's behavior is detrimental or dangerous. HCSO will not be responsible for any cost leading up to the prisoner being picked up if the pickup is at no fault of HCSO. HCSO will only be responsible for a failed pickup if the failed pickup was directly the fault of HCSO.

If the prisoner becomes contagious by disease and is of no fault of the vendor or HCSO the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.

The 25% of the Original Trip Cost (quoted price) should remain the same. If the vendor is unable to or refuses to transport after a price is accepted it is the vendor's responsibility to ensure all

information is known or disclosed to the vendor. The HCSO is not responsible for any information not disclosed to the vendor prior to pickup.

2. Question: Refusal and/or Inability to Transport: Page 15, "4. *should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction.*

This is a very broad requirement that we are requesting removed or seek additional clarification on. Failed pickups can be caused by numerous conditions outside of a Vendors control such as vehicle breakdowns, weather conditions, or delays at facilities. We do not believe it is fair for the County to fine Vendors if a pickup is unsuccessful due to variables out of the Vendors control. Could the County please provide additional clarification on this requirement or advise if removal is possible?

Answer: The HCSO and all law enforcement agencies are mandated by state law and the fifty (50) State Compact Agreement that all extraditions are completed in the time frame specified for Out of County (OOC) and Out of State (OOS) charges. If transportation is arranged by vendor, but the vendor fails to arrive in the allotted time, the HCSO will be subject to penalty by the State. It is only fair that if the HCSO is entrusting the vendor to arrive on or before the time frame expires, there be some fine or penalty adjudicated to the vendor to ensure the time frame is met.

3. Question: Refusal and/or Inability to Transport: Page 15, "5. *Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pickup unless HCSO designates a shorter period. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.*

We request that the 6-day delivery window be removed. Based on the pickup location of some offenders it is not possible to guarantee their delivery in 6-days or less if Vendors are to abide by mandatory DOT/FMCSA requirements for Maximum Driving time for Passenger Carrying vehicles. This is a federal law which the bid terms require compliance of. Additionally, the specifications require frequent restroom stops and overnight housing averaging 8-hours of rest in every 24-hour period which adds additional time.

We understand that the County would like offenders delivered as quickly as possible once picked up but forcing a six-day window could place offenders, vendors staff, and the general public at risk if vendors are not providing adequate rest for transport personnel. It is in vendor's best interest to have offenders in custody for the shortest amount of time possible to mitigate liability but violation of federal law or endangerment of all involved may/will occur by rushing the transport process.

Additionally, the offenders' comfort and safety are something we have made great strides to improve. We attempt to provide them with an extended mid-transport break averaging 24-48 hours when traveling cross country. This allows for the offender to rest, exercise, and receive care before continuing their transport. When combining the mid-transport break of 48 hours or more with the 8-hour average break per day, honoring the 6-day request would require us lower our standard of care for offenders. The mid-transport break comes at no additional charge to our clients and is an attempt to provide our passengers a better experience than any other company in the industry. This helps protect the offender, you and our company.

Answer: No, all factors that would prevent the vendor from delivering to HCSO within six (6) days should be considered prior to accepting the transport. All transports have a deadline date in which the prisoner must be picked up by, but does not have a drop off date. It should be the responsibility of the vendor to ensure the prisoner can be dropped off within the six (6) day allotment.

4. Question: **Pricing:** We have additional concerns related to the pricing portion of this bid which fails to include minimum transport charges nor surcharges for special request transports. Minimum Charge and Surcharges for special transport requests are industry standard for all transportation companies.

The "Minimum Transport Fee" protects prisoner transport companies from getting a transport request for 10 miles at \$x.xx/mile, potentially resulting in a \$10-15 bill to move an offender. It is very costly to transport

inmates and no company would be able to remain in business at those rates. We request that there is language added to the contract to state that all moves will be over 300 miles, or alternatively allow for minimum price for a transport on your pricing schedule.

Surcharges are industry standard and allow prisoner transport companies to charge for additional work and money incurred when a special condition applies. These are situations like release dates, court dates, short-notice or any transport that requires companies to pick up or drop off on specific dates and times or situation where inmate housing must occur because our operational routes have been impacted by these parameters. County jails typically charge between \$45-150/inmate per night to house overnight. In almost all circumstances, time specific pick-ups and drop offs and/or short notice transport requests incur significant housing costs for not just your offenders, but any other offenders on the same vehicle. We request that HCSO considers adding Special Conditions Surcharge and allow for this fee to apply to these transports.

If surcharges and minimums cannot be added to the bid, companies will bid a higher rate per mile in order to offset the losses they will take on special requests and short moves. This will result in the County paying a much higher rate per mile than needed on regular (the majority) of their moves. Please consider this amendment to the pricing page as it is a win/win for both vendor and agency.

Answer: See Addendum No. 5.

INTENT TO RESPOND

DATE: 3/9/2020

TO: ckaminski@pur.hctx.net

FROM: Dave Warden III, 615-352-9798 ext. 156
Name and Phone Number

US Corrections LLC
Company Name

PO Box 171078
Street Address

Nashville, TN 37217
City, State, Zip

RE: Vendor's intent to respond to Job # 20/xxxx
Extradition Services of Prisoners for the Harris County Sheriff's Office

In order that Harris County may assess potential vendor's interest in this job, please check one of the statements below and email to ckaminski@pur.hctx.net, prior to the deadline of this BID. Thank you.

Our company intends to respond to this job Yes

Our company declines to respond to this job _____

Optional: Reason for declining _____

Declining to respond will not eliminate the vendor from future consideration to jobs with Harris County.



TABLE OF CONTENTS

This bid/proposal package includes the components checked below. If the item is **not** checked, it is not applicable to this bid/proposal. Offerors are asked to review the documentation to be sure that all applicable parts are included. If any portion of the documentation is missing, notify the Purchasing Department immediately. Offeror should be thoroughly familiar with all of the following items applicable to the bid/proposal before submitting an offer.

- X 1. **Cover Sheet** - Complete this page, sign **IN INK** and return it.
- X 2. **Table of Contents** - This page lists the applicable components of this bid/proposal documentation.
- X 3. **General Requirements** - It is offeror's responsibility to be thoroughly familiar with the General Requirements.
- X 4. **Specifications** - This section contains a detailed description of the goods/services sought by the County.
- X 5. **Pricing/Delivery Information** - This form is used to solicit exact pricing of goods/services, delivery, and other costs.
- X 6. **Attachments**
 - X a. **Tax Form/Debt/Residence Certification** - Complete this form and return it with your offer.
 - ___ b. **Bid Guaranty & Performance Bond Information & Requirements** - This form applies only to certain bids/proposals. All public work contracts over \$25,000 require a Payment Bond and over \$100,000 must also have a Performance Bond, in a form approved by the County. Please read carefully and fill out completely.
 - ___ c. **Bid Check Return Authorization Form** - This form applies only to certain bids/proposals. Read this form carefully and fill it out completely.
 - ___ d. **Vehicle Delivery Instructions** - Included only when purchasing vehicles.
 - X e. **Minimum Insurance Requirements** - Included in specific requirements when applicable (does not supersede "Hold Harmless" section of General Requirements).
 - ___ f. **Worker's Compensation Insurance Coverage Rule 110.110** - This requirement is applicable for a building or construction contract.
 - ___ g. **Financial Statement** - When this information is required, you must use this form or submit acceptable financial documents.
 - X h. **Reference Sheet** - When references are required, reference letters or the use of this form is acceptable.
 - ___ i. **HIPAA Requirements**
 - X j. **Questionnaire**

Revised 1/16

GENERAL REQUIREMENTS FOR BIDS

READ THIS ENTIRE DOCUMENT CAREFULLY. FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS AND SPECIFICATIONS. BE SURE YOU UNDERSTAND THEM.

General Requirements apply to all advertised bids; however, these may be superseded, whole or in part, by OTHER DATA CONTAINED HEREIN. Review the Table of Contents. Be sure your bid package is complete.

ACCESS TO RECORDS

In special circumstances, vendor may be required to allow duly authorized representatives of Harris County, the Harris County Hospital District or the state and federal government access to contracts, books, documents, and records necessary to verify the nature and extent of the cost of services provided by vendor. Vendor must keep records within Harris County or note in bid that records will be available within the boundaries of Harris County to those representatives within twenty-four (24) hours of request by the County.

ACH VENDOR PAYMENT (Automated Clearinghouse)

Harris County offers ACH vendor payment services for all vendors providing products or services. Instructions and authorization agreement forms are provided at www.hctx.net/auditor/.

ADDENDA

When specifications are revised, the Harris County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must **sign and include it in the returned bid package**.

ASSIGNMENT

The successful offeror may not assign, sell or otherwise transfer this contract without written permission of Harris County Commissioners Court or other applicable governing body.

AWARD

Harris County reserves the right to award this contract on the basis of **LOWEST AND BEST OFFER** in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all bids. In the event the lowest dollar offeror meeting specifications is not awarded a contract, the offeror may appear before the Commissioners Court, Hospital District Board of Trustees, the Juvenile Board or other applicable governing body and present evidence concerning his responsibility after officially notifying the Office of the Purchasing Agent of his intent to appear.

BID FORM COMPLETION

Fill out and return to the Harris County Purchasing Department ONE (1) complete bid form in an appropriately sized envelope or box. **PACKAGE MUST SHOW THE JOB NUMBER, DESCRIPTION AND BE MARKED "SEALED BID."** An authorized representative of the offeror should sign the Bid Cover Sheet. The contract will be binding only when signed by Harris County, funds are certified by the County Auditor and or the Hospital District, as applicable, and a Purchase Order issued.

BID RETURNS

Offerors must return all completed bids to the Harris County Purchasing Department reception desk at 1001 Preston, Suite 670, Houston, Texas **before 2:00 P.M. LOCAL TIME IN HOUSTON, TEXAS** on the date specified. Late bids will not be accepted.

BONDS

If this bid requires submission of bid guarantee and performance and payment bonds, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY, AND VOLUNTARY EXCLUSION

The Contractor certifies by execution of this Contract that it is not ineligible for participation in federal or state assistance programs under Executive Order 12549, "Debarment and Suspension." Additionally, contractor warrants and represents by execution of this Contract that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any Federal programs, including but not limited to the following: Department of Health and Human Services (DHHS), Office of Inspector General (OIG) - List of Excluded Individuals & Entities (LEIE); U.S. General Work Administration (GSA) – Excluded Parties List System (EPLS); All States (50) Health & Human Work Commission Medicaid OIG Sanction List; Government

Terrorist Watch List (OFAC / Patriot Act); Department of Commerce, Bureau of Industry and Security, Denied Persons List; and Department of Homeland Security, Immigration and Customs Enforcement (ICE) Most Wanted. The Contractor further agrees to include this certification in all contracts between itself and any subcontractors in connection with the services performed under this Contract. Contractor also certifies that contractor will notify Harris County in writing immediately if contractor is not in compliance with Executive Order 12549 during the term of this contract. Contractor agrees to refund Harris County for any payments made to the contractor while ineligible.

COLOR SELECTION

Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, NOT colors which require up charges or special handling. Unspecified fabrics or vinyls should be construed as medium grade. If offeror fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.

COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

The vendor shall follow all federal, state, and local laws, rules, codes, ordinances, and regulations applicable to the vendor's Services.

Pursuant to Chapter 2252, Texas Government Code, the vendor represents and certifies that, at the time of execution of this Contract/Agreement neither the vendor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapter 2270 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 2270.0201 or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.

The vendor warrants and represents that it will pay all its workers all monies earned by its workers including but not limited to regular wages, any overtime compensation, or any additional payments pursuant to the Fair Labor Standards Act, 29 U.S.C. Section 207 9a(1), as amended, the Texas Pay Day Act, the Equal Pay Act, Title VII of the Civil Rights Act of 1964, 42 U.S.C. Section 2000e, *et al.*, as amended, or any provisions of the Texas Labor Code Ann., as amended.

Harris County operates its business ethically and in compliance with the law. We ask that any contractor's or vendor's employee doing business with Harris County who believes he or she has witnessed any suspected ethical violation or fraud immediately report the allegations to:

Harris County Purchasing Agent, 1001 Preston, Suite 670, Houston, Texas 77002, 713-274-4400, Devight.dopslauf@pur.hctx.net

Harris County will conduct a prompt and thorough investigation. At the conclusion of the investigation, Harris County will refer any suspected criminal activity to the District Attorney or an appropriate law enforcement agency. Contractors or vendors who report suspected ethical violations or fraud can do so without fear of retaliation. Retaliating against any contractor or vendor for reporting suspected ethical violations or fraud is strictly prohibited.

Contractor/Vendor warrants and represents, in accordance with Tex. Gov't Code Ann. § 2270.002, that unless Contractor/Vendor meets an exemption under subsection (a), then, as required by subsection (b), Contractor's/Vendor's signature on the Contract/Agreement constitutes written verification that it does not boycott Israel and will not boycott Israel during the term of the contract.

CONTRACT OBLIGATION

Harris County Commissioners Court must award the contract and the County Judge or other person authorized by the Harris County Commissioners Court must sign the contract before it becomes binding on Harris County or the offerors. Department heads are NOT authorized to sign agreements for Harris County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

CONTRACT RENEWALS

Renewals may be made ONLY by written agreement between Harris County and the offeror. Any price escalations are limited to those stated by the offeror in the original bid.

CONTRACT TRANSITION

In the event services end by either contract expiration or termination, it shall be required that the vendor continue services if requested by Harris County Purchasing, until new services can be completely operational. The vendor acknowledges its responsibility to cooperate fully with the replacement vendor and Harris County to ensure a smooth and timely transition to the

replacement vendor. Such transitional period shall not extend more than ninety (90) days beyond the expiration/termination date of the contract, or any extension thereof. The vendor shall be reimbursed for services during the transitional period at the rate in effect when the transitional period clause is invoked by Harris County. During any transition period, all other terms and conditions of the contract shall remain in full force and effect as originally written and subsequently amended.

DIGITAL FORMAT

If offeror obtained the bid specifications in digital format in order to prepare a response, *the bid must be submitted in hard copy* according to the instructions contained in this bid package. If, in its bid response, offeror makes any changes whatsoever to the County's published bid specifications, the County's bid specifications *as published* shall control. Furthermore, if an alteration of any kind to the County's published bid specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

DISQUALIFICATION OF OFFEROR

Upon signing this bid document, an offeror offering to sell supplies, materials, services, or equipment to Harris County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code §15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the offerors. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by an offeror and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

E-MAIL ADDRESSES CONSENT

Vendor affirmatively consents to the disclosure of its e-mail addresses that are provided to Harris County, the Harris County Flood Control District, the Harris County Hospital District including its HMO, the Harris County Appraisal District, or any agency of Harris County. This consent is intended to comply with the requirements of the Texas Public Information Act, Tex. Gov't Code Ann. §552.137, as amended, and shall survive termination of this agreement. This consent shall apply to e-mail addresses provided by Vendor, its employees, officers, and agents acting on Vendor's behalf and shall apply to any e-mail address provided in any form for any reason whether related to this bid/proposal or otherwise.

EVALUATION

Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Harris County Purchasing Department and recommendation to the appropriate governing body. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. **Pricing is NOT the only criteria for making a recommendation.** The Harris County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any bid.

FISCAL FUNDING

A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include a fiscal funding out provision in the lease or contract. If, for any reason, funds are not appropriated by the applicable governing body to continue the lease or contract in their sole discretion, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Harris County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GOVERNING FORMS

In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Harris County's interpretation shall govern.

GOVERNING LAW

This bid solicitation is governed by the competitive bidding requirements of the County Purchasing Act, Texas Local Government Code, §262.021 *et seq.*, as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Harris County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements. Forum for contractual issues shall be in Texas and venue shall be exclusively in Houston, Harris County, Texas, in a federal or state court of competent jurisdiction. The County does not agree to binding arbitration and does not waive its right to a jury trial.

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then *the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.*

HIPAA COMPLIANCE

Offeror agrees to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191 (codified at 45 C.F.R. Parts 160 and 164), as amended ("HIPAA"); privacy and security regulations promulgated by the United States Department of Health and Human Services ("DHHS"); Title XIII, Subtitle D of the American Recovery and Reinvestment Act of 2009, Pub. L. No. 111-5, as amended ("HITECH Act"); provisions regarding Confidentiality of Alcohol and Drug Abuse Patient Records (codified at 42 C.F.R. Part 2), as amended; and TEX. HEALTH & SAFETY CODE ANN. §§ 81.046, as amended, 181.001 et seq., as amended, 241.151 et seq., as amended, and 611.001 et seq., as amended collectively referred to as "HIPAA", to the extent that the Offeror uses, discloses or has access to protected health information as defined by HIPAA. Offeror may be required to enter a Business Associate Agreement pursuant to HIPAA.

HOLD HARMLESS AGREEMENT

CONTRACTOR, THE SUCCESSFUL OFFEROR, SHALL INDEMNIFY, DEFEND, AND HOLD HARRIS COUNTY HARMLESS FROM ALL CLAIMS FOR PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE RESULTING DIRECTLY OR INDIRECTLY FROM CONTRACTOR'S PERFORMANCE. CONTRACTOR SHALL PROCURE AND MAINTAIN, WITH RESPECT TO THE SUBJECT MATTER OF THIS BID, APPROPRIATE INSURANCE COVERAGE INCLUDING, AS A MINIMUM, PUBLIC LIABILITY AND PROPERTY DAMAGE WITH ADEQUATE LIMITS TO COVER CONTRACTOR'S LIABILITY AS MAY ARISE DIRECTLY OR INDIRECTLY FROM WORK PERFORMED UNDER TERMS OF THIS BID. CERTIFICATION OF SUCH COVERAGE MUST BE PROVIDED TO THE COUNTY UPON REQUEST.

INSPECTIONS & TESTING

Harris County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.

INVOICES AND PAYMENTS

Offerors shall submit an original invoice on each purchase order or purchase release after each delivery, indicating the purchase order number. Invoices must be itemized. Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for goods and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Harris County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Service.

MAINTENANCE

Maintenance required for equipment bid should be available in Harris County by a manufacturer-authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Harris County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

NAME BRANDS

Specifications may reference name brands and model numbers. It is not the intent of Harris County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Harris County shall act as sole judge in determining equality and acceptability of products offered.

NEW MILLENIUM COMPLIANCE

All products and/or services furnished as part of this contract must be compliant for the present year and forward. This applies to all computers including hardware and software as well as all other commodities with date sensitive embedded chips.

POTENTIAL CONFLICTS OF INTEREST

An outside consultant or contractor is prohibited from submitting a bid for services on a Harris County project of which the consultant or contractor was a designer or other previous contributor, or was an affiliate, subsidiary, joint venturer or was in any

other manner associated by ownership to any party that was a designer or other previous contributor. If such a consultant or contractor submits a prohibited bid, that bid shall be disqualified on the basis of conflict of interest, no matter when the conflict is discovered by Harris County. Potential bidders are advised that they may have disclosure requirements pursuant to Texas Local Government Code, Chapter 176. This law requires persons desiring to do business with the County to disclose any gifts valued in excess of \$250 given to any County Official or the County Official's family member, or employment of any County Official or the County Official's family member during the preceding twelve (12) month period. The disclosure questionnaire must be filed with the Harris County Clerk. Refer to Texas Local Government Code, Chapter 176 for the details of this law.

Contractor shall not use funds to directly or indirectly pay any person for influencing or attempting to influence any public employee or official in connection with the awarding of any contract or the extension, continuation, renewal, amendment or modification of any contract.

Additionally, pursuant to 31 U.S.C.A. § 1352 (2003), if at any time during the contract term funding to contractor exceeds \$100,000.00, contractor shall file with the County the Federal Standard Form LLL titled "Disclosure Form to Report Lobbying."

PRICING

Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. **Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract.** All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

PURCHASE ORDER AND DELIVERY

The successful offeror shall not deliver products or provide services without a Harris County Purchase Order, signed by an authorized agent of the Harris County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the offeror in the proper place on the Pricing/Delivery Information form. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Harris County without prejudice to other remedies provided by law. **Where delivery times are critical, Harris County reserves the right to award accordingly.**

RECYCLED MATERIALS

Harris County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Harris County will be the sole judge in determining product preference application.

SAFETY DATA SHEETS

Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any bid applying thereto.

SCANNED OR RE-TYPED RESPONSE

If in its response, offeror either electronically scans, re-types, or in some way reproduces the County's published proposal package, then in the event of any conflict between the terms and provisions of the County's published proposal package, or any portion thereof, and the terms and provisions of the response made by offeror, the County's proposal package *as published* shall control. Furthermore, if an alteration of any kind to the County's published proposal package is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SEVERABILITY

If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

SILENCE OF SPECIFICATIONS

The apparent silence of specifications 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 specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.

SUPPLEMENTAL MATERIALS

Offerors are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.

TAXES

Harris County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Harris County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Harris County Purchasing Agent.

TERM CONTRACTS

If the contract is intended to cover a specific time period, the term will be given in the specifications under SCOPE.

TERMINATION

Harris County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Harris County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Harris County's satisfaction and/or to meet all other obligations and requirements. Harris County may terminate the contract without cause upon thirty (30) days written notice.

TERMINATION FOR HEALTH AND SAFETY VIOLATIONS

Harris County has the option to terminate this contract immediately without prior notice if offeror fails to perform any of its obligations in this contract if the failure (a) created a potential threat to health or safety or (b) violated a law, ordinance, or regulation designed to protect health or safety.

TITLE TRANSFER

Title and Risk of Loss of goods shall not pass to Harris County until Harris County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this bid package and/or on the Purchase Order as a "Deliver To:" address.

WAIVER OF SUBROGATION

Offeror and offeror's insurance carrier waive any and all rights whatsoever with regard to subrogation against Harris County as an indirect party to any suit arising out of personal or property damages resulting from offeror's performance under this agreement.

WARRANTIES

Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the bid. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold to the County shall conform to the standards established by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Harris County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Harris County may correct at the offeror's expense.

VENDORS OWING TAXES OR OTHER DEBTS

Pursuant to TX Local Government Code 262.0276, Harris County Commissioners Court has adopted a policy which requires that vendors' taxes and other Harris County debts be current as of the date bids/proposals are due. Bidders with delinquent county taxes or other county debts on the due date will not be eligible for award. Whether or not a vendor's taxes are delinquent will be determined by an independent review of the Tax Office records. Prior to submitting an offer, vendors are encouraged to visit the Tax Office website at www.hctax.net, set up a portfolio of their accounts and make their own initial determination of the status of their tax accounts. Vendors who believe a delinquency is reflected in error must contact the Tax Office to correct any errors or discrepancies prior to submitting their offer in order to ensure that their offer will be considered. Furthermore, if, during the performance of this contract, a vendor's taxes become delinquent or a vendor becomes otherwise indebted to Harris County, Harris County reserves the right to provide notice to the Auditor or Treasurer pursuant to Texas Local Government Code §154.045. This policy is effective for all bids/proposals due on or after November 1, 2009.

Revised 10/18

SPECIFICATIONS

Extradition Services of Prisoners for the Harris County Sheriff's Office

SCOPE

Harris County is soliciting bids for a term contract for the extradition services of prisoners for the Harris County Sheriff's Office (HCSO) for one (1) year beginning approximately May 1, 2020.

It is the responsibility of each vendor to examine the entire bid package, seek clarification in writing and review their bid for accuracy before submitting. Questions relating to this bid must be submitted in writing and directed to Chris Kaminski, Office of the Purchasing Agent, via email to ckaminski@pur.hctx.net. The deadline for submission of questions to this bid is **March 10, 2020 no later than 12:00 p.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be forwarded via fax and/or email to all firms. The County will not be bound by any information conveyed verbally.

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

CERTIFICATE OF INTERESTED PARTIES (FORM 1295)

Texas law requires all parties who enter into any contract with the County which must be approved by Commissioners Court to disclose all interested parties. Form 1295 must be completed in its entirety at the following website: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm prior to submitting your response. Failure to do so may result in disqualification of your response.

SUBMITTALS

Failure to return the required items may result in a "non-responsive" bid. Vendor should submit with their bid the following items:

- a. Complete and return, as required, the Harris County Bid Cover Sheet, page 1 of 23 of this bid,
- b. Tax Form/ Debt/ Residence Certification as required in attachment a., Tax Form/ Debt/ Residence Certification Form,
- c. Proof of insurance as required in attachment e., Minimum Insurance Requirements,
- d. List of references as required in attachment h., References,
- e. Complete and return, as required, attachment j., Questionnaire, which will be used in part to determine that the vendor has the qualifications to fulfill the requirements of the specifications,
- f. Complete and return the Pricing/Delivery Information sheet, page 19 of 23 of this bid,
- g. Complete and return a copy of the Certificate of Interested Parties (Form 1295) as specified,
- h. **Include with bid package submitted one (1) original, clearly marked "ORIGINAL", two (2) copies clearly marked "COPY", and one (1) CD-ROMs or flash drive with the complete bid response in Microsoft Word and Excel format, as applicable. The CD-ROM will contain a COMPLETE copy of the completed bid and attachment j., Questionnaire,**
- i. Provide documentation of vendor's policy and contingency plan and reporting requirements,
- j. Provide detail of vendor's ground transportation system that includes, but not limited to, vehicles, equipment, and personnel for the safe transportation and handling of prisoners.

NO CONFIDENTIALITY OF BIDS

Once opened, bids are public record. **There are no exceptions.** When submitting a bid, vendor must be sure to redact confidential information if the information is needed to address requirements of the bid. If there are any questions concerning confidentiality of information to be submitted, contact Chris Kaminski immediately at Ckaminski@pur.hctx.net.

ALTERATION OF DOCUMENT

No alterations allowed to this document. Any alterations made may/will result in rejection of bid. The terms and conditions contained within this document supersede all conflicting terms and conditions within any cooperative contracts associated with this purchase.

USAGE REPORTS

Harris County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/ or services furnished to date under a contract resulting from this bid. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Harris County department, description of each item or service purchased including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items or services purchased.

AWARD

Award may be made to one (1) or multiple vendors whose bid (s) are determined to be the lowest and best offer meeting Harris County's needs. In addition, the County may award to more than one (1) vendor as "Primary" and "Secondary". The "Secondary" vendor will be utilized as necessary due to time constraints, availability, etc.

Award does not guarantee any particular profit, revenue or volume of work to the vendor. Pricing is an important element of this bid; however, evaluation of the bids will not be limited to price alone. The ability to meet the minimum requirements stated within this bid will also be part of the evaluation for contract award. The following criteria will be utilized in evaluating the bids:

1. Number of available qualified, licensed transportation agents and sufficient vehicles to provide services.
2. Past performance history.
3. Pricing.
4. Experience based on references submitted with the bid (Harris County prefers six (6) years of experience but will accept a minimum of three (3) years of experience providing extradition services of prisoners to large facilities or governmental agencies.
5. Submission of bid in compliance with instructions and requirements, and meeting all specifications.

This bid or the Commissioners Court approved award to the vendor(s) for the requirements stated in this solicitation does not obligate Harris County to the eventual purchase of any product/services described, implied or which may be proposed.

The rates quoted on the Pricing/Delivery Information sheet must be all-inclusive. "All-inclusive" shall be construed as costs incorporating all charges for labor, material, equipment, transportation, delivery, food, lodging and any other cost incurred. No separate line item rates or charges will be accepted.

PROOF OF BUSINESS

Vendor must have been in business under its current name and in its current form (e.g., proprietorship, Chapter S Corporation) for no less than three (3) full years. **Written evidence is required. Please refer to attachment j, Questionnaire.**

CONFLICTS OF INTEREST

Vendor must disclose any financial interest held by a Harris County employee in vendor's business. Vendor must also disclose an interest between vendor, vendor's employees and any Harris County employees arising from relationships within the first degree of consanguinity or affinity. A financial interest arises if the Harris County employee:

- Owns ten (10%) percent or more of the voting stock or shares of vendor's business
- Owns either ten (10%) percent or more or \$15,000 or more of the fair market value of vendor's business
- Receives funds from vendor's business that exceed ten (10%) percent of Harris County employee's gross income from the previous year

Vendor must fully disclose the existence of any relationships as defined above in its response to this bid. Additionally, vendor must notify Harris County, if the information provided in its response changes at any time.

CHANGE IN CONTRACT

If the contract requires any changes, a Change in Contract (CIC) shall be generated by the Office of the Harris County Purchasing Agent and will be sent to the awarded vendor(s) for execution. Any changes shall be in writing and must be agreed to by both Harris County and awarded vendor(s). Harris County reserves the right to add departments / locations on

an as-needed basis at the same cost as the awarded contract. In the event such an arrangement is unsatisfactory, Harris County may opt to choose an alternate means of meeting its needs up to and including a rebid of the entire contract. SPECIFICATIONS and REQUIREMENTS stated herein shall also apply to any CIC.

AFFORDABLE CARE ACT

Vendor shall be responsible for complying with all requirements of the Affordable Care Act. Vendor shall at a minimum offer personnel Minimum Essential Coverage (MEC) that provides 100% of the government's Preventative and Wellness Benefits. Vendor is not required to pay for the insurance but they must have a Group Plan and offer it to all personnel. Records must be maintained for audit purposes.

INVOICING

The vendor shall provide Harris County with the appropriate **WEEKLY, BI-WEEKLY or MONTHLY** invoices for extradition services.

If emailed VENDORINVOICES@HCTX.NET

If mailed

**Harris County Auditor's Office c/o Accounts Payable
1001 Preston, 8th Floor
Houston, Texas 77002**

PURCHASE ORDERS

Services must not be provided and invoices will not be paid without a purchase order, signed by the Harris County Purchasing Agent. Purchase orders will be written in annual increments when applicable. Once a purchase order is issued, the using department will contact vendor directly to place orders. Vendor must obtain the names of appropriate personnel and orders only from those persons having authority to place an order.

BACKGROUND

HCSO, founded in 1837, is the largest sheriff's office in Texas and the third largest in the United States. HCSO employs approximately 4,100 employees who are committed to the safety of the 4,000,000 residents who call Harris County home.

HCSO is accredited by the Commission on Accreditation for Law Enforcement Agencies (CALEA). HCSO became accredited in 2002 and is the largest law enforcement agency in Texas to receive this professional designation. HCSO is also the largest agency in the nation to be accredited.

In addition to numerous law enforcement-related patrol and investigative facilities, HCSO operates four (4) small outlying jails (temporary lock-ups), a Central Processing Center (CPC), and four (4) housing jails located in the downtown Houston and area. The current number of prisoners housed in the Harris County Jail system is approximately 9,000, and historically the jail population has peaked to nearly 12,000 prisoners.

SPECIFICATION

Vendor shall provide extradition services, as needed and as required, in accordance with generally accepted standards applicable thereto and shall comply with all applicable state, federal, and local laws, ordinances, rules and regulations relating to the services performed hereunder. At Harris County's request, vendor shall assume custody of prisoners committed to the custody of HCSO and provide intrastate and/or interstate transportation of said prisoners to and from locations designated by HCSO.

Vendor shall follow transport standards for interstate/intrastate transportation of prisoners and fugitives from justice, as incorporated herein and made a part hereof. Vendor must meet the standards of and comply with all provisions of The Interstate Transportation of Dangerous Criminals Act of 2000, Public Law 106-560, 114 Stat. 2784 (42 U.S.C. 13726b) enacted December 21, 2000.

The method of compensation for ground transportation services provided by the vendor shall be determined on a per mileage basis. The rate per mile shall be assessed on one-way ground mileage from the point of pick-up to the point of drop-off. The PC*MILER route mileage tariff I.C.C. No. ALKP-1001B shall determine the mileage.

Vendor shall show all appropriate costs on the pricing/delivery information page, whether specifically requested or not. Only those costs shown on the pricing/delivery information page and confirmed by purchase order shall be paid.

The preferred general requirements and services are as follows:

I. Vendor Qualifications

1. Vendor shall have, in place and operational, a ground transportation system that operates seven (7) days per week, three hundred sixty-five (365) days per year, twenty-four (24) hours per day.
2. Vendor must have sufficient equipment to meet the transport demands of the HCSO. A minimum of sixteen (16) 15-passenger vans must be available along with other vehicles in vendor's fleet.
3. Vendor shall comply with all applicable state and federal laws and regulations, not limited to U.S. Department of Transportation's Federal Motor Carrier Safety Administration and the Department of Justice in the performance of this contract.
4. Vendor shall provide documentation with bid to show that each transportation agent has received complete training in all phases of prisoner transport, and is properly licensed in accordance with all State and Federal requirements for handling prisoners.
5. Harris County prefers that the vendor has provided a minimum of 5,000 prisoner transports during the past twelve (12) months.
6. Vendor shall provide with the proposal a sample of Department of Transportation (DOT) approved driver logs as proof of adhering to the driver-time requirements.
7. In assuming custody of prisoners, vendor shall assume the sole responsibility for security and control of prisoners in a professional manner and in accordance with the HCSO written policies and procedures. Such policies, procedures and directives may be promulgated in the future regarding the use of force and the security and control of prisoners. In the event there are no written policies or procedures, vendor shall follow reasonable and customary operating procedures. Vendor must comply with all Federal, State and Local regulations as they pertain to contractor's services and contractor's employees.
8. Vendor agrees to travel the most direct route when transporting prisoners, male and/or female, for HCSO.
9. Vendor shall immediately report unusual incidents, emergencies and/or controversial situations that arise in the performance of services to HCSO in accordance with the HCSO directives. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes, but is not limited to, the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to the cognizant regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized or directed by HCSO.
10. Vendor shall assume custody of prisoners from authorized agents of HCSO, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location.
11. Upon arrival, vendor shall surrender custody of such prisoners to HCSO or to the law enforcement agency as designated by HCSO. HCSO has the right to cancel its pick-up order within twenty-four (24) hours after placing the order. Any other cancellation may be made only with the consent of the vendor. The vendor shall notify the Criminal Warrants Division of HCSO regarding any significant delays as soon as possible.
12. In the event of delays in delivering prisoners to the specified destination, whether or not beyond vendor control; including inclement weather or mechanical malfunctions, the vendor shall provide for all prisoner costs, except medical, related to such delays, including, but not limited to, food and lodging.
13. Vendor agrees to notify the Criminal Warrants Division within one (1) hour from receipt of a work request to transport a female prisoner, whether or not a female guard is available for the transport.

14. HCSO will provide the vendor with a pickup deadline for all prisoners. The vendor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to vendor failure to meet the pickup deadline, HCSO will be relieved of any and all costs associated with such pickup.

II. Refusal and/or Inability to Transport

1. The vendor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, HCSO must be notified immediately, prior to leaving the pick-up location, and there shall be no charge to HCSO.
2. If upon arrival at the holding agency, the vendor learns that the prisoner has a contagious disease that was unknown to the vendor and HCSO, the vendor shall immediately contact HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, HCSO will not be subject to a penalty charge. The vendor agrees not to place holds on HCSO prisoners held in other jurisdictions. Should the vendor or its agents place a hold on a prisoner, in violation of this provision, vendor agrees to reimburse HCSO for the full cost of transport in each such occurrence.
3. In the event the prisoner is unavailable, due to the fault of HCSO, HCSO will be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 25% of the original trip cost. In the event the vendor fails to contact the holding facility twelve (12) hours prior to pick up, HCSO must be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, HCSO will not be subject to a penalty charge.
4. Should vendor fail to pick up prisoners when booked in advance, HCSO will charge vendor a fee of \$100.00 per infraction.
5. Vendor shall deliver prisoners held in another jurisdiction to HCSO facilities within six (6) days from the date of pick up unless HCSO designates a shorter period of time. Failure to comply with this requirement without the consent of a Criminal Warrants supervisor of HCSO will reduce the cost of the trip by HCSO to 50% of the original price.

III. Identification / Uniform

1. Vendor employees shall be required to wear a uniform bearing the company logo. Street/casual clothes i.e. jeans, T-shirts with popular printed material, sandals, "flip-flops", etc. will not be acceptable. If vendor employees do not wear proper attire, the holding authority may not release the prisoner(s), and the vendor will not be compensated for the trip.
2. All employees of the vendor involved in the pick-up and transportation of prisoners will carry a identification (ID) that indicates information including; but not limited to, the company name, employee name, photo, etc. This ID must be presented and/or displayed properly when requested by the holding agency prior to the release of any prisoner.

IV. Policy, Contingency Plan and Reporting Requirements

1. Vendor shall have written contingency plan in place in the event of a medical problem, accident, or prisoner escape.
2. Prisoners must be given an eight (8) hour rest period within any given twenty-four (24) hour period. No prisoner will travel more than twenty-four (24) hours without receiving housing. Housing will be provided to the prisoner, with the opportunity to receive proper rest, shower and meet other hygienic needs.
3. Prisoners must be provided restroom stops every three (3) hours during trip if no restroom facilities are provided on the transport vehicle. If restroom facilities are provided on the transport vehicle, they shall be kept in a sanitary condition and shall be maintained as such for the duration of the transport.
4. Prisoners requiring medication shall be provided medication at required time intervals while en route and self-

medication shall be appropriately documented.

5. Prisoners traveling interstate shall travel a minimum of 250 straight-line miles each day from point of departure to point of destination.
6. Releasing agency shall be given one (1) working day notice prior to transportation agency taking custody of a prisoner unless a lesser period may be mutually agreed upon. HCSO will determine if a status change of the prisoner has occurred. In the event that a status change has occurred, thereby causing the transport cancelled, the transporting agency will contact Criminal Warrant supervisor immediately and there will be no charge to the HCSO.
7. Vendor is responsible for providing prisoners three balanced and nutritious meals during each twenty-four (24) hour period while in their custody.
8. Vendor must immediately notify the contact person in HCSO of any medical problems, escape, accident, or other incidents as outlined in the contingency plan. Should immediate notification not be possible, notification must be provided at the earliest time possible.
9. For prisoners traveling interstate, HCSO will be notified the day transporting agents take custody of a prisoner.
10. Appropriate documentation including written authority to transport prisoner (i.e., Prisoner Receipt, Property Receipt and Prisoner Medical/Medication information) will be delivered with the prisoner. The vendor will provide a detailed written report, including all prisoner activities while in transit upon prisoner delivery. The report shall list the date, times for pickup and delivery, all restroom breaks, meals, medical/behavior problems and overnight stops. The report shall also contain the transporting agents' signatures and the extradition oath for each prisoner transported.
11. Vendor must provide a twenty-four (24) hour, seven (7) day a week communication system for access of agency decision-makers.

V. Personnel

Vendor shall complete an evaluation of potential employees targeting desirable qualified candidates with unquestionable backgrounds. Evaluation must include, but not be limited to, a driving history, a criminal history investigation and drug and alcohol testing.

1. Vendor shall be responsible for drug and alcohol testing of each employee prior to sending to HCSO for fingerprint and background check. Vendor's employees who will be providing services for HCSO will all be required to complete a background check through HCSO Background and Screening. The background check will include but not be limited to fingerprint screening. HCSO, Department of Public Safety, and Federal Bureau of Investigations (FBI) will conduct fingerprint checks. All background investigations will adhere to the rules and regulations of Reference Title 28, Code of Federal Regulations, part 20.33(a)(7) and 28 CFR 20.33(a)(6).

Vendor shall reimburse HCSO for any/all fees associated with required background checks, not to exceed one-hundred dollars \$100.00 per employee.

2. Vendor agrees that current employees and new personnel will not be eligible to provide required services at HCSO, if a criminal record is located for the following offenses:
 - a. All felony offenses unless pardoned of the offense, if the pardon is expressly granted for subsequent proof of innocence.
 - b. Misdemeanor offenses that fall into the following categories:
 1. Convicted of driving while intoxicated, either alcohol or drugs, within the past two (2) years.
 2. Thefts or crimes against persons that resulted in jail time or probated jail time within the past two (2) years.
 - c. Drug Offenses:
 1. Manufacture or sale of any illegal drug or controlled substance.
 2. Drug use: marijuana – no usage within the past two (2) years, or any felony drug usage. No exceptions

allowed.

- d. Felony or misdemeanor convictions for the following offenses:
 1. Public lewdness
 2. Indecent exposure
 3. Perjury
 4. Tampering with a governmental record
 5. Impersonating a public servant
 6. Permitting or facilitating an escape
 7. Violations of the rights of a prisoner
3. Transporting agents shall receive at least a total of 100 hours training in all phases of short and long distance prisoner transport, applicable laws, prisoner care, custody, control, self-defense, Cardiopulmonary Resuscitations (CPR), first aid, restraints and weapons training. Vendor must be able to provide proof of training if requested by HCSO. Proof of training, for at least seven (7) years must be retained and accessible to HCSO.
4. Transporting agents shall be properly licensed in accord with all applicable State and Federal requirements.
5. A female transporting agent shall be used when transporting a female prisoner.
6. Vendor shall provide a list of names, ID card numbers, and signatures of transporting agent authorized to receive custody of prisoners on behalf of HCSO. Vendor shall be responsible for providing updates to the HCSO. Vendor shall furnish any and all documentation regarding certification or registration of its transport agents to the HCSO upon request.

VI. Vehicles

Vendor's vehicles at all times must meet the following requirements:

1. Vehicles only properly licensed in accordance with all applicable State and Federal regulations, allowed to provide services.
2. Vehicles must separate transporting agents from prisoners, as well; separation of male and female prisoners required.
3. Safety equipment, at all times must be on vehicles providing services to HCSO. Safety equipment will consist of but not be limited to cell phones, first aid kits, fire extinguisher and safety triangles.
4. Vehicles shall be clean inside and out at all times.
5. Immediately, any/all vehicle accidents must be reported to HCSO Criminal Warrants Supervisor. HCSO Criminal Warrants supervisor will be furnished with any/all official accident investigation reports generated by local/state law enforcement agency and a copy of any vendor internal investigation reports related to any/all accidents.
6. Trip audits shall be completed on transporting agents' activity logs to assure compliance with operating standards.

VII. Restraint Equipment

1. Handcuffs and leg irons shall be manufactured to meet full compliance with National Institute of Justice (NIJ) Standards dealing with marking, workmanship, mechanical strength and tamper resistance.
2. Prisoners shall not be secured to any part of the transporting vehicle.
3. The practice of hogtying (the restraint of the ankles and the wrists while being tied together behind the back) shall be strictly prohibited at all times.

VIII. Responsibilities Prior and During Transportation

Vendors must provide the following services prior and during the transportation of prisoners arriving or departing from HCSO locations:

1. Positive physical identification of prisoners is required prior to transportation agents assuming custody and removing them from the holding agency. Transporting agents shall have photographs and fingerprints on hand for comparison when picking up a prisoner for HCSO.
2. Transporting agent of the same gender will provide a strip search of prisoners prior to transporting.
3. Property transported shall be inventoried and signed for by both the prisoner and the transporting agent. All transported property will be kept separated from prisoner during transportation.
4. At all times, during transportation prisoner's phone use is prohibited. No exceptions.
5. Prisoner's food to be consumed and provided on the vehicle utilized for and during transportation.
6. When transportation-housing facilities must be utilized, prisoners shall be lodged in secure and adequate jail facilities. Housing facility and local staff must be advised of prisoners escape potential, security threat i.e. possible gang affiliation, disruptive group member or high profile offender. Whenever possible transportation prisoners shall be separated from the general population at the housing facility.
7. Prisoner injuries shall be reported to the transporting agency office and HCSO.
8. Transporting agents are legally responsible for prisoners under their care and control.
9. All escapes shall be reported immediately to local law enforcement at the scene, HCSO, and to the transportation agency office.

PRICING/DELIVERY INFORMATION

PRICING

Vendor must provide unit pricing for the items below. Quantities are estimated, Harris County may require more or less. In case of discrepancy between unit and total pricing, unit pricing governs. Harris County may award by item, by group, by category, overall or as best serves the County. Pricing must be all-inclusive. Harris County will not allow for any other rates or charges.

<u>Item No.</u>	<u>Description</u>	<u>UOM</u>	<u>Est. Qty.</u>	<u>Unit Price</u>	<u>Total Price</u>
Population					
1	Male Prisoner	miles	515,000	\$ Addendum #5	\$
2	Female Prisoner	miles	98,200	\$	\$
3	Medical Condition (insulin dependent, HIV, pregnancy)	miles	15,000	\$	\$
Additional Services					
4	Limited Service Areas (provide listing of states that fall in this category).	miles	15,000	\$	\$
5	Discount offered by vendor when multiple prisoners are picked up and dropped off at same location and time.	tier	2-10	%	
		tier	11-20	%	
		tier	21+	%	
GRAND TOTAL					\$

RENEWAL OPTIONS

Harris County may consider four (4) one-year renewal options, renewable one (1) year at a time, based upon the same terms, conditions and pricing as the original year. Renewal is subject to approval by the Harris County Commissioners Court. Once renewal options are exhausted, the contract must be rebid. Harris County reserves the right to rebid at any time as is in its best interest and is not automatically bound to renew.

COMPLETED PRICING IS ON ADDENDUM #5 UPDATED PRICING

TAX FORM/DEBT/RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): 823201264

Company Name submitting Bid/Proposal: US Corrections LLC

Mailing Address: PO Box 171078 Nashville, TN 37217

Are you registered to do business in the State of Texas? Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

N/A

I. **Property:** List all taxable property in Harris County owned by you or above partnerships as well as any d/b/a names. (Use a second sheet of paper if necessary.)

<u>Harris County Tax Acct. No.*</u>	<u>Property address or location**</u>
<u>None</u>	

* This is the property account identification number assigned by the Harris County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Harris County Debt** - Do you owe any debts to Harris County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes No If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Harris County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that US Corrections LLC is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is Nashville, TN.
[Company Name] [City and State]

MINIMUM INSURANCE REQUIREMENTS

During the term of the Contract, the Contractor at its sole expense shall provide primary commercial insurance of such type and with such terms and limits as may be reasonably associated with the Contract. As a minimum, the Contractor shall provide and maintain the following coverage and limits:

- A. Workers Compensation**, as required by the laws of Texas, and **Employers' Liability**, as well as All States, USL&H and other endorsements if applicable to the project, and in accordance with state law.

Employers' Liability

- Each Accident: \$1,000,000
- Disease-Each Employee: \$1,000,000
- Policy Limit: \$1,000,000

- B. Commercial General Liability**, including but not limited to the coverage indicated below. Coverage shall not contain any restrictive endorsements nor exclude or limit Products/Completed Operations, Contractual Liability, or Cross Liability. Where exposure exists, the County may require coverage for watercraft, blasting, collapse, explosions, blowout, cratering, underground damage, pollution, or other coverage. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Each Occurrence: \$1,000,000
- Personal and Advertising Injury: \$1,000,000
- Products/Completed Operations: \$1,000,000
- General Aggregate (per project): \$2,000,000

- C. Automobile Liability**, including coverage for all owned, hired, and non-owned vehicles used in connection with the Contract. *Harris County shall be named Additional Insured on primary/non-contributory basis.*

- Combined Single Limit-Each Accident: \$1,000,000

- D. Umbrella/Excess Liability** (*Harris County shall be named Additional Insured on primary/non-contributory basis*)

- Each Occurrence/Aggregate: \$1,000,000

- E. Professional/Errors & Omissions Liability** (if applicable)

- Each Occurrence/Aggregate: \$1,000,000

The County reserves the right to require additional insurance if necessary. Coverage shall be issued by companies licensed (by TDI) to do business in Texas, unless said coverage is not available or economically feasible except through an excess or surplus lines company, in which case the company should be registered to do business in Texas. Companies shall have an A.M. Best rating of at least A-VII. Contractor shall furnish evidence of such insurance to the County in the form of unaltered insurance certificates. If any part of the contract is sublet, insurance shall be provided by or on behalf of any subcontractor, and shall be sufficient to cover their portion of the contract. Contractor shall furnish evidence of such insurance to the County as well.

Policies of insurance required by the contract shall waive all rights of subrogation against the County, its officers, employees and agents. If any applicable insurance policies are cancelled, materially changed, or non-renewed, contractor shall give written notice to the County at least 30 days prior to such effective date and within 30 days thereafter, shall provide evidence of suitable replacement policies. Failure to keep in force the required insurance coverage may result in termination of the contract. Upon request, certified copies of original insurance policies shall be furnished to the County.

The requirements stipulated in this attachment do not establish limits of contractor liability.

REFERENCES

Vendor will provide a minimum of three (3) references from companies for whom vendor has provided similar services in the past twelve months as demonstration of vendor's prior experience. If vendor prefers, Reference sheet (Attachment h) may be used. Letters must include the following information:

- Organization/Client Name/phone Number/Email Address
- Services provided
- Although Harris County would prefer references located in Harris County, it is not required
- How long have services been provided to this Client
- Include contact information for one (1) Client that services are no longer provided

References provided must be current and verifiable. Harris County may conduct reference checks to verify and validate vendors past performance. Reference checks indicating poor or failed performance by vendor will be cause for rejection of the bid submitted. In addition, failure to provide verifiable references may be cause for rejection of bid submitted.

Reference #1

Organization Name: Please see included references on page 25 & 26 of our proposal.

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #2

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

Reference #3

Organization Name: _____

Contact Name/Telephone No.: _____

E-mail Address: _____

Address: _____

Services provided: _____

**Attachment j.
Questionnaire
(3 pages)**

(For prospective vendors downloading this BID from Harris County BuySpeed Online at <https://bids.hctx.net/bsol/login.jsp>, the Questionnaire may also be picked up between 7:30 a.m. and 4:30 p.m., Monday through Friday at the Office of the Purchasing Agent, 1001 Preston Avenue, Suite 670, Houston, TX)

QUESTIONNAIRE

The questionnaire requests information about the vendor which will be utilized in the evaluation process. All vendors must complete the questionnaire and answer all questions. Answers should be as thorough and definitive as possible and include all pertinent data. The completed questionnaire should be included with the response and must be provided electronically in Microsoft Excel format on CD-ROM. Failure to do so may result in disqualification. Respond to each of the following with "yes"/"no" responses. Supplemental materials, additional pages, or requested lists providing additional information may be attached to further clarify answers. All documents should be submitted on 8 1/2" x 11" page size. Failure to fully and truthfully disclose the information required may result in disqualification of vendor's response from consideration or termination of the resulting contract. (LITIGATION/COMPLAINTS DISCLOSURE - If "Yes," provide the name of the person(s), the nature, and the status and/or outcome of the information, indictment, conviction, termination, claim or litigation on a separate page attached to vendor's response.)

GENERAL QUESTIONS		Yes	No	Response/Comments
1	Present Company Name			US Corrections LLC
2	Location of company headquarters			Nashville, TN
3	Primary Houston address			N/A
4	Owner(s)			Prisoner Transportation Services Inc.
5	Form of Business			
	Corporation	x		Limited Liability Company
	Partnership			
	Sole Proprietary			
6	Principal office location			517 Hickory Hills Blvd, Whites Creek, TN 37189
7	To be completed by Corporations			
	Date Incorporated			January 2014
	Under the laws of what state			North Carolina
	Provide a COMPLETE list of officers			Joel Brasfield
	Executive Officer			Joel Brasfield
8	To be completed by Partnerships			N/A
	Date formed			
	Is Partnership general, Limited, or associated?			
	Provide a COMPLETE list of members.			
	Provide a COMPLETE list of all local branch offices.			
9	Submitted by (name of person submitting questionnaire)			Dave Warden III
10	Is your company presently in compliance with all City, State and Federal requirements with jurisdiction over your business?	X		
11	If your answer is "NO", what is the specific area of non-compliance and what do you anticipate as the outcome?			
12	How many years has your company been in existence in its current business form and operating under the same name? Include written evidence.			6-years. Please see Company Overview on Page 5.

GENERAL QUESTIONS		Yes	No	Response/Comments
13	Has company conducted business with Harris County in the last twenty-four (24) months? If yes, provide details.	X		Prisoner transportation provider since 2006.
14	Does your company understand that due to processing procedures for Harris County, there may be up to a forty-five (45) day delay from the date the invoice is received by the using department and the Harris County's Auditor's Office before payment is available and that no consideration for special handling will be made?	X		
15	Provide the name of the representative to be assigned to handling all Harris County needs, facilitating communication and ensuring quality of services.			Dave Warden III
	Telephone Number (must be a local or toll free)			615-352-9798 ext. 156
	After hours contact information			727-336-9430
	Fax number (must be local or toll free)			615-352-9737
	Email address			dwarden@prisonertransport.net
LITIGATION AND/OR COMPLAINTS DISCLOSURE		Yes	No	Response/Comments
16	If your company does not have an office in Houston, please explain how your company will provide services should Harris County decide to award to your company?			Please see proposal for current operations and capabilities. We also have an office in Central Texas.
17	Has vendor or any senior level executive ever been indicted or convicted of a felony or misdemeanor greater than a Class C in the last five (5) years? Is the vendor's company or any of its officers, director, partners or principals now under indictment, court order or investigation?		X	
18	Has vendor or any senior level executive to be assigned to this project been terminated (for cause or otherwise) from any work being performed for the Harris Health System or any other federal, state or local government, or private entity?		X	
19	Has vendor or any senior level executive to be assigned to this project been involved in any claim or litigation with the Harris Health System or any other federal, state or local government, or private entity during the last ten (10) years?		X	

20	Describe any litigation against vendor's company in the past five (5) years including any settled or dismissed matters. Is vendor's company under investigation or subject to any regulatory action by either a state or federal agency? If yes, explain.		<input checked="" type="checkbox"/>	Please see attached Lawsuit Disclosure.
LITIGATION AND/OR COMPLAINTS DISCLOSURE		Yes	No	Response/Comments
21	Has vendor had any complaints filed with the Better Business Bureau (BBB) for failure to perform in accordance with agreements.		<input checked="" type="checkbox"/>	
22	Is vendor's company currently involved in any active/pending civil matters? If yes, explain.	<input checked="" type="checkbox"/>		Please see attached Lawsuit Disclosure.

QUESTIONNAIRE WILL NOT BE CONSIDERED WITHOUT NOTARY SECTION COMPLETED AND RETURNED.

State of: Florida

County of: Hillsborough

Joel Brasfield being duly sworn, deposes and says that he is President & General Counsel of
 (Name) (Title)

US Corrections LLC and that the answers to the foregoing questions on the attached forms and all
 (Company)

statements were true and correct; that the experience record and the schedule of services are made a part of this affidavit as though written in full herein, and all statements and questions given in the above-mentioned experience record and schedule of services are true and correct.

Signed: [Signature]

Sworn to before me this 3 day of April, A.D. 2020

NOTARY PUBLIC [Signature]

My commission expires: _____

NOTARY PUBLIC
 STATE OF FLORIDA
 Notary Public State of Florida
 Lindsay Wikoff
 My Commission GG 202507
 Expires 04/02/2022



U.S. CORRECTIONS
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

Brazos County, TX:

Date: 11/6/2020

Basic Transports:

Base Rate: **\$1.35/mile**

Minimum Charge: **\$400.00**

Special Requests*: \$400.00 per occurrence

Medical and Custom Transports**: case-by-case

Limited Service Areas***: case-by-case

Medical Conditions that exclude persons from ground transport eligibility include, but are not limited to, the following:

1. Cardiovascular problems requiring medication or prescribed procedures;
2. Diabetics whereby prescribed medication must be injected and/or refrigerated;
3. Epilepsy whereby seizure activity is not adequately controlled;
4. Pregnancy;
5. Fractured bones requiring casts or braces designed to immobilize injured areas;
6. Critical wounds;
7. Communicable diseases or any other medical condition that may place the passenger, transport personnel and other passengers at risk;
8. HIV positive or AIDS;
9. Inmates in excess of 280lbs will require additional charge for transport;

***Special Requests** - Release Dates, Court Dates, Specific Pick-up/Drop-off, IAD

****Custom Transport**: Any non-standard transport that would require special concessions to be made to safely transport the offender.

*****Limited Service Areas** - Areas of the Country that are not within our normal routes and are transported by Flight only: WA, OR, NE, ND, SD, MT, ID, WY, HI, AK, ME (US Territories Included)



US CORRECTIONS, LLC
A PRISONER TRANSPORTATION SERVICES, LLC COMPANY

PO BOX 171078
NASHVILLE, TN 37217
PH: 615.352.9798
FAX: 615.352.9737
INFO@PRISONERTRANSPORT.NET

DIVISION OF WARRANTS AND EXTRADITIONS

November 6th, 2020

Lani Maness, Senior Buyer
Brazos County Purchasing Department
200 S. Texas Ave., Suite 352
Bryan, TX 77803

Re: Prisoner Transportation Contract

Ms. Maness,

This letter is to authorize Brazos County, Texas to 'piggy-back' off the contract that we currently hold for Prisoner Transportation Services with Harris County, Texas.

Please contact me at 615-352-9798 ext. 156 with any questions.

Best,

Dave Warden III
Sales & Marketing Manager
U.S. Corrections, LLC
Phone: 615-352-9798 Ext:156
Fax: 615-352-9737
dwarden@prisonertransport.net



HARRIS COUNTY PURCHASING OFFICE

AGENDA ITEM: INTERLOCAL AGREEMENT(S)/AMENDMENT(S)

COMMISSIONERS COURT DATE: November 10, 2020

Request for approval of the following and authorization for the County Judge to execute agreement(s)/amendment(s) where applicable:

	Agency/Provider	Description	Buyer	Department/Recipient	Begins	Ends	Renewal (Yes or No)	Amendment/ Agreement (No)	Court Order Attached (Yes or No)	Amount	Price Inc. (Dec)	Comments
a.	Gulf Coast Center	Coordination of non-emergency transportation services to the elderly, disabled and low income residents through Harris County RIDES Program within urbanized areas of Pearland, Friendswood and League City	EB	Community Services Department	11/10/20	11/09/21	No	Agreement	Yes	\$125,000 (revenue)		
b.	Brazos County, Texas	Utilization of Harris County Agreements and Contracts	CAK	Harris County	11/10/20	11/09/21	No	Agreement	Yes	\$0		


 DeWight Dopslauf, C.P.M., C.P.P.O.
 Purchasing Agent

cc: All Agencies



	YES	NO	ABSTAIN
Judge Lina Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Rodney Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Adrian Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Steve Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. R. Jack Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Presented to Commissioners Court

November 10, 2020

Approve: E/G

ORDER OF COMMISSIONERS COURT
Authorizing execution of an Interlocal Agreement

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in Harris County, Texas, on November 10, 2020, with all members present except none

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF THE INTERLOCAL AGREEMENT BETWEEN
HARRIS COUNTY AND BRAZOS COUNTY

Commissioner Ellis introduced an order and made a motion that the same be adopted. Commissioner A. Garcia seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Radack	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Cagle	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that:

1. The County Judge is authorized to execute on behalf of Harris County, the Interlocal Agreement with Brazos County pursuant to Tex. Gov't Code Ann. §§ 791.001 – 791.030 for cooperation in the purchasing of certain materials, goods or services. The Interlocal Agreement is incorporated herein as though fully set forth word for word.
2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purpose of this Order.

Presented to Commissioners Court

November 10, 2020

Approve: E/G

INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND BRAZOS COUNTY

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Interlocal Agreement (the "Agreement") is made and entered by and between Harris County, Texas (the "County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court and Brazos County, Texas ("Brazos County"), a body corporate and politic under the laws of the State of Texas, acting by and through its Commissioners Court, and pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §§ 791.001 – 791.030. The County and Brazos are referred to herein collectively as "Parties" and individually as a "Party."

Recitals

Brazos County desires Harris County's assistance in purchasing certain materials, goods or services.

Harris County currently purchases certain materials, goods, and services from vendors under executed Harris County contracts ("Vendors").

Harris County agrees to allow Brazos County to utilize its current contracts in order to increase the efficiency and effectiveness of government.

Terms

I.

The County agrees to supply Brazos County with information concerning contracts the County currently utilizes or will utilize in the future with various Vendors. This Agreement shall apply only to those materials, goods, or services for which the County currently has, or will have in the future, under an executed contract with a Vendor. Nothing herein shall obligate Brazos County to purchase any materials, goods, or services from any particular Vendor. The County shall not, under any circumstances, be obligated to procure any materials, goods, or services for Brazos County nor to include Brazos County in any procurement effort. The County reserves the right, in its sole discretion, to terminate any or all contracts with any Vendor(s) without the prior written notice or approval of Brazos County. The County owes Brazos County no obligation whatsoever for the use of Harris County's contracts. Brazos County owes no compensation to the County for

the use of its current executed contracts. Brazos County shall not allow other governmental entities including, but not limited to municipalities, agencies, departments, or counties, the use of Harris County contracts through the utilization of this Agreement.

II.

Each Vendor, in its own discretion, must agree to allow Brazos County to purchase materials, goods, or services under the contract between the Vendor and the County. The following language shall be included in each contract Brazos County enters into with a Vendor.

The materials, goods, or services subject to this contract are being procured using a County executed contract with Vendor, subject to the following.

County contracts shall only be used by Brazos County to purchase goods and services to be used by Brazos County, and are not to be included in any cooperative purchasing association or use by another governmental entity through any agreement with Brazos County;

Vendor has the right to refuse Brazos County's request to use the County's contract;

If Vendor agrees to contract with Brazos County using a County contract, then all materials, goods, or services purchased under the Agreement between Brazos County and Vendor shall be in accordance with the current County contract;

In the event that the contract was procured using a Request for Proposals or any other procurement process that allows for negotiation, Brazos County may negotiate pricing and terms that would apply to Brazos County only;

Brazos County shall have no authority whatsoever to change any terms, conditions, or pricing in any County contract;

Vendor shall bill Brazos County directly for any and all materials, goods, or services purchased by Brazos County;

Vendor shall look only to Brazos County for any and all compensation owed for purchases made by Brazos County under the County contract; and

Vendor shall settle any and all disputes with Brazos County concerning any purchases made by Brazos County. The County shall not be a party to any dispute between Vendor and Brazos County, nor be responsible in any way for the acts or omissions of Brazos County.

III.

All the materials, goods, or services procured using the County contracts shall be procured by Brazos County in accordance with all applicable federal, state, and local laws, rules, regulations, or ordinances, including but not limited to the Purchasing and Contracting Authority of Municipalities, Tex. Loc. Gov't Code Ann. §§ 252.001, *et. seq.*, as amended.

IV.

Each Party shall be responsible to a Vendor only for the materials, goods, or services ordered and received by said Party and shall not, by the execution of this Agreement, assume any liability or waive any rights under the applicable contract or as provided by law. Any and all disputes arising between Vendor and Brazos County shall be handled between Brazos County and Vendor. Vendors shall bill Brazos County directly for all materials, goods, or services ordered by it. Brazos County understands and agrees it shall make all payments to Vendors in accordance with all applicable laws including, but not limited to TEX. GOV'T CODE ANN. §§ 101.021, *et. seq.*, as amended.

V.

TO THE MAXIMUM EXTENT ALLOWED BY LAW, BRAZOS COUNTY SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ALL CLAIMS AND LIABILITY DUE TO THE ACTIVITIES OF BRAZOS COUNTY, ITS AGENTS, EMPLOYEES, OR SUBCONTRACTORS PERFORMED UNDER THIS AGREEMENT AND WHICH RESULT FROM ANY ACT, ERROR, OR OMISSION; INTENTIONAL TORT; INTELLECTUAL PROPERTY INFRINGEMENT; OR FAILURE TO PAY A VENDOR; COMMITTED BY BRAZOS COUNTY OR BY ANY PERSON EMPLOYED BY BRAZOS COUNTY, OR BRAZOS COUNTY'S AGENT, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH BRAZOS COUNTY EXERCISES CONTROL. BRAZOS COUNTY SHALL ALSO INDEMNIFY, DEFEND, AND HOLD HARMLESS HARRIS COUNTY FROM AND AGAINST ANY AND ALL EXPENSES, INCLUDING REASONABLE ATTORNEY'S FEES WHICH MIGHT BE INCURRED BY HARRIS COUNTY, IN LITIGATION OR OTHERWISE RESISTING SAID CLAIMS OR LIABILITIES WHICH MIGHT BE IMPOSED ON HARRIS COUNTY AS THE RESULT OF SUCH ACTIVITIES BY BRAZOS COUNTY, ITS AGENTS, EMPLOYEES, SUBCONTRACTORS, CONSULTANT UNDER CONTRACT, OR ANOTHER ENTITY OVER WHICH BRAZOS COUNTY EXERCISES CONTROL.

VI.

This Agreement is subject to the federal, state, and local laws, orders, rules, ordinances, and regulations relating to the Agreement and funded by state or federal funds, or of applicable conditions of participation in Medicaid or Medicare program(s). Each Party shall comply with all applicable federal, state, and local laws, ordinances, rules, and regulations concerning the performance of this Agreement.

This Agreement is governed by the laws of the State of Texas.

The forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas.

The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

VII.

This instrument contains the entire Agreement between the Parties relating to the rights herein granted and obligations herein assumed.

Any oral or written representations or modifications concerning this instrument shall not be effective excepting a subsequent written modification signed by both Parties.

However, any alterations, additions, or deletions to the terms of this Agreement which are required by changes in federal or state law or regulations are automatically incorporated into this Agreement without written amendment, and shall become effective on the date designated by such law or regulation.

VIII.

The term of this Agreement shall commence upon approval of all Parties, shall run for the next consecutive twelve (12) months, and shall automatically renew each year unless earlier terminated.

Harris County shall have the right to immediately terminate this Agreement upon a material breach by Brazos County, which shall include but not be limited to noncompliance with Article II.

Any Party may cancel this Agreement at any time upon thirty (30) days written notice to the other Parties to this Agreement. The obligations of Brazos County to pay Vendor for all materials, goods, or services if any, purchased pursuant to this Agreement prior to such notice shall survive such cancellations, as well as any other obligation incurred under the County contracts, until performed or discharged by Brazos County.

IX.

Any notice required to be given under the provisions of this Agreement shall be in writing and shall be duly served when it shall have been personally delivered to the address below, or deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to Harris County or Brazos County at the following addresses. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States Mail. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

To Brazos County: Brazos County Purchasing Dept.
 200 S. Texas Ave., Suite 352
 Bryan, TX 77803
 Attn: Senior Buyer

To Harris County: Harris County Purchasing Agent
 1001 Preston, Suite 670
 Houston, Texas 77002
 Attn: Chris Kaminski

Any Party may designate a different address by giving the other Party ten (10) days written notice.

X.

If any provision or part of the Agreement or its application to any person, entity, or circumstance is ever held by any court of competent jurisdiction to be invalid for any reason, the remainder of the Agreement and the application of such provision or part of the Agreement to other persons, entities, or circumstances are not affected.


Any provision of this Agreement that by its plain meaning is intended to survive the expiration or earlier termination of this Agreement, including without limitation the indemnification provisions herein, shall survive such expiration or earlier termination. If an ambiguity exists as to survival of any provision, the provision shall be deemed to survive.

XI.

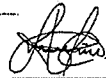
EXECUTION. Multiple Counterparts: The Agreement may be executed in several counterparts. Each counterpart is deemed an original. All counterparts together constitute one and the same instrument. Each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

[EXECUTION PAGE FOLLOWS]


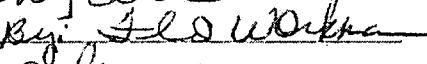
BRAZOS COUNTY, TEXAS

By: 
DUANE PETERS
BRAZOS COUNTY JUDGE

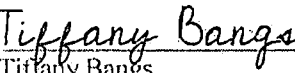
HARRIS COUNTY


By: 
LINA HIDALGO
COUNTY JUDGE

ATTEST:

By: 
County Clerk
Name: By: 
Title: Chief Deputy

APPROVED AS TO FORM:
VINCE RYAN
COUNTY ATTORNEY

By: 
Tiffany Bangs
Assistant County Attorney
C.A. File 20GEN2608

APPROVED AS TO FORM:


By: B. L. ERRATT, GENERAL COUNSEL