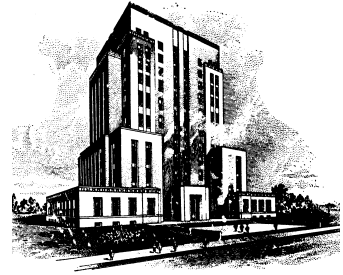


Racine County Finance - Purchasing

Racine County Courthouse
730 Wisconsin Avenue
Racine, WI 53403-1238
Phone (262) 636-3700
Fax (262) 636-3763

Duane McKinney
Purchasing Coordinator



August 21, 2017

Dear Prospective Vendor:

You are invited to submit a bid to provide in-state (Wisconsin) out-of-county (Racine) prisoner conveyance services for the Racine County Sheriffs Office. Sealed bids are due on or before 2:00 p.m. local time on October 17, 2017 at the above address. Late bids will not be accepted.

Responses must be in a sealed envelope/container and show the firm's name, address, and solicitation number/name on the cover as instructed. Your response must be manually signed and dated and include all requested information.

Any questions regarding this Invitation for Bid must be submitted in writing and directed to:
Duane McKinney, Purchasing Coordinator
Racine County
Facsimile: 262-636-3763
Duane.McKinney@racinecounty.com

No other Racine County employee or representative is authorized to provide information or interpret any portion of this solicitation. No contact from a vendor to any Racine County employee or elected official should be made during this process unless authorized by the Racine County Finance - Purchasing Department.

Sincerely,

Duane McKinney

Duane McKinney
Racine County Purchasing Coordinator

Encl: Bid Package

INVITATION FOR BID

Bid # 17-SO-001

CONVEYANCE SERVICES

I. PROJECT OVERVIEW

Racine County is accepting bids from qualified vendors to provide In-State (Wisconsin) Out-of-County (Racine) Prisoner Conveyance Services. The vendor will also be responsible for conveyance scheduling and making arrangements with the Racine County Jail and other related facilities after receipt of transport orders from the Racine County Sheriff's Office. Bids shall be all-inclusive and based on a three (3) year contract with two (2) one-year renewal options, resulting in a potential contract term of five (5) years.

II. BACKGROUND / HISTORICAL DATA

Racine County is located on the western shore of Lake Michigan in southeastern Wisconsin, approximately 65 miles north of Chicago, Illinois, and 25 miles south of Milwaukee, Wisconsin. The estimated 2015 population of Racine County was 195,408. The majority of Racine County's population is centered within the City of Racine, which has a culturally diverse population estimated at 77,742.

The Racine County Law Enforcement Center (LEC) and Racine County Jail (RCJ) are located at 717 Wisconsin Avenue in the City of Racine, Wisconsin.

A. Racine County Jail Population Demographics:

- 2015 Jail Population Average (with Huber's and boarder's subtracted): 682
- 2016 Jail Population Average (with Huber's and boarder's subtracted): 679

B. Inmates Conveyed:

- 2015 conveyed inmates: 2,217
- 2016 conveyed inmates: 2,403

C. Conveyance Mileage:

- 2015 conveyance mileage total: 152,936 miles.
- 2016 conveyance mileage total: 161,115 miles.

III. INSTRUCTIONS TO PROPOSERS

A. General Information

Based on the Scope of Services, Vendor Requirements and the Mandatory Bid Requirements described on pages 6-8, please submit a detailed bid to Racine County Purchasing.

B. Projected Timetable

Issue Invitation for Bid:	Monday, August 21, 2017 CDT
Questions in Writing Due:	Monday, October 2, 2017 CDT

Addendums Issued By: Tuesday, October 10, 2017 CDT
Bid Due Date: Tuesday, October 17, 2017 CDT
Anticipated Contract Start Date: Monday, January 1, 2018

C. Vendor Questions

Vendors are reminded to carefully examine the IFB and Scope of Work upon receipt. If the Vendor does not fully understand the IFB or is in doubt as to the County's ideas or intentions concerning any portion of the services required, questions shall be submitted in writing to Duane McKinney, Purchasing Coordinator, by October 2, 2017 at 5:00 p.m. CDT either by fax or e-mail for interpretation or correction of any printed material.

Fax: 262-636-3763

E-mail: Duane.McKinney@racinecounty.com

Answers to all questions will be issued as an addendum and posted on Racine County's web-site located at www.racinecounty.com under Purchasing / Bids – Proposals by 2:00 p.m. on October 10, 2017.

D. Bid and Presentation Costs

Racine County will not be liable for any costs incurred by the vendors in the preparation of their bids in response to this IFB.

E. Addenda

Any changes made as a result of a written request will be issued via addenda and if necessary, an extension will be made to the IFB opening date. Addenda will be posted to the Racine County Website (www.racinecounty.com) under Bids/Proposals. Vendors are responsible for checking this website for any future addenda or other documents prior to the opening date. All addenda must be signed and returned with your bid as specified. Vendors who do not return the addenda may have their bids rejected. If you are unable to access the internet, contact Racine County Finance - Purchasing at 262-636-3706 for a hard copy.

F. Four Copies are Required

The vendor shall submit one (1) original and three (3) copies of their bid in response to this IFB.

G. Addressing of Bids

Bids shall be submitted in a sealed envelope/container. The sealed envelope/container shall be marked with bidder's return address and addressed as follows:

Purchasing Coordinator
Racine County Courthouse, 4th Floor
730 Wisconsin Avenue
Racine, WI 53403

And in lower left-hand corner note:

CONVEYANCE, DUE: 2:00 PM, October 17, 2017

H. Due Date

IFB's are to be received by 2:00 p.m. local time on Tuesday, October 17, 2017 in the office of the Racine County Finance Department. The bids will then be publicly opened

and read aloud. Sealed bids received after 2:00 pm central time will be considered late, not accepted and returned unopened.

I. Late Bids

Formal bids, amendments thereto, or requests for withdrawal of bids received by Racine County after time specified for opening will not be considered.

J. Vendor Supplied Information

All vendor-supplied materials, including the vendors' bids, become the property of Racine County. We will work with vendors to meet their confidentiality requirements, provided those requirements are within reason, as determined by Racine County.

All vendor confidential or proprietary material must be marked confidential or proprietary. Wisconsin Open Records Laws apply.

K. Withdrawal of Bids

Any bid may be withdrawn up until the date and time set for the deadline for the bids, 2:00 p.m. CDT, October 17, 2017. Any bids not so withdrawn shall constitute an irrevocable offer for a period of 90 days or until one of the bids has been duly accepted and Racine County executes a contract, whichever occurs first.

L. Bids Binding – 90 Days

Unless otherwise specified, all bids submitted shall be binding for ninety (90) calendar days following bid opening.

IV. TERMS AND CONDITIONS

A. Contract Development

Any subsequent agreement between Racine County and the successful vendor shall be governed by the laws of Wisconsin. The court of competent jurisdiction for this agreement shall be the Racine County, Wisconsin, Circuit Court.

B. Contract Term

The period of performance contracted will be for three (3) years with two (2) one-year renewal options, resulting in a potential contract term of five (5) years. This contract shall automatically be extended into the next optional period unless Racine County is notified to the contrary in writing by the vendor, or notifies the vendor in writing to the contrary, ninety (90) calendar days prior to expiration of the initial term and/or succeeding contract terms.

C. Termination by County for Cause

If the vendor fails to fulfill its obligations under the contract resulting from this IFB in a timely and proper manner, or violates any of its provisions, County may thereupon have the right to terminate the agreement by giving thirty (30) days written notice of termination, return receipt required, specifying the alleged violations and effective date of termination. The contract may not be terminated if, upon receipt of the notice, the vendor promptly cures the alleged violation prior to the end of the notice period. In the event of termination, Racine County will only be liable for services rendered and expenses incurred through the date of termination and not for the uncompleted portion and for any materials services purchased or paid for by the vendor for use in completing the contract.

D. Unrestricted Right of Termination by County without Cause

This Contract may be canceled without penalty or obligation of any kind, except as may otherwise be specifically set forth as an exception to this clause, by Racine County by, for or on behalf of itself or its agencies, departments, officers, agents or employees immediately upon written notice to all parties that sufficient funds have not been budgeted by the County Board of Supervisors to pay for the obligations under this agreement for the next budget year.

Racine County further reserves the right to terminate this Contract at any time for any reason by giving vendor a minimum of sixty (60) days written notice by return receipt mail of such termination. In the event of said termination, vendor shall not reduce its activities hereunder unless agreed in advance by Racine County. The vendor will be paid according to the contract for services rendered through the date of termination.

E. Termination by Contractor

The successful vendor may, at its option, terminate the contract, once executed, upon the failure of Racine County to pay any amount that may become due hereunder for a period of sixty (60) days following submission of appropriate billing and supporting documentation. Upon said termination, vendor shall be paid the compensation due for all services rendered through the date of termination. Written notification of termination must be delivered to Racine County at least one hundred twenty (120) days before the effective date of termination.

In the event of termination by the vendor, notice shall be delivered by the vendor in writing with return receipt required to:

Captain Daniel Adams
Racine County Law Enforcement Center
717 Wisconsin Avenue
Racine, WI 53403

F. Cooperation upon Termination

The vendor must cooperate with Racine County in the event of termination so as to ensure that Racine County can maintain continuity of service delivery.

G. Indemnification

The vendor shall indemnify, defend, and hold harmless Racine County, the sheriff, and their officers, agents, servants, and employees from any and all claims, suits, actions, costs, and fees arising from, growing out of, or connected with allegations of the negligent or willful or wanton performance of this Agreement, tortuous disputes or claims of whatsoever kind involving employees of the vendor; however, the vendor will not be responsible for any claim arising out of:

- a.) Racine County or its employees or agent intentionally preventing an inmate from receiving medical care ordered by the vendor or its agent or vendor; or
- b.) The negligence of Racine County's employee or agent in promptly presenting an injured or ill inmate to the vendor for treatment if it should have been obvious to a non-medical individual that the inmate was in serious need of immediate medical attention.

H. Insurance Requirements

In addition to Section IV.G. above, the vendor further agrees that in order to protect itself and Racine County, it will at all times during the term of this agreement maintain at least the following insurance coverage and limits:

<u>Coverage</u>	<u>Limits</u>
Medical Professional Liability	\$1,000,000 per loss \$3,000,000 aggregate
Comprehensive General Liability	\$1,000,000 per occurrence \$3,000,000 aggregate
Business Automobile	\$1,000,000 per occurrence \$3,000,000 aggregate
Worker's Compensation (Employees Only)	Statutory Cov. A. \$500,000, \$500,000 liability

This insurance shall name the vendor, its employees, officers, agents, and independent vendors within the coverage and limits stated above. Said insurance coverage shall provide it will survive the termination of this Agreement and will provide coverage at any date a claim is made against any of the insured whether or not any relationship exists between Racine County and the vendor. The vendor and its subcontractors shall also maintain, at their expense, Worker's Compensation for all employees in the statutory amounts.

Certificates of Insurance: Within thirty (30) days of award, the vendor shall deliver to Racine County certificates of insurance naming Racine County, the sheriff, jail administrator, and jail staff of the Racine County Sheriff's Office as additional insured parties for each of the above specified types of insurance.

Certificate shall be addressed to:

Captain Daniel Adams
Racine County Law Enforcement Center
717 Wisconsin Ave
Racine, WI 53403

Changes in Insurance Coverage: The vendor shall notify Racine County of changes in insurance coverage in writing within thirty (30) days, but under no circumstances will the types or amounts of coverage be changed without the prior written consent of Racine County.

I. Billing / Payments

Vendor shall submit detailed monthly invoices for services to:

Accounting Manager
Racine County Sheriff's Office
730 Wisconsin Avenue
Racine, WI 53403-1237

Payment will be made to the vendor by Racine County within thirty (30) days of invoice receipt.

J. Affirmative Action

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability or veteran status. By signing the Certification of Vendor/Bid Form, you indicate your acceptance and compliance.

K. Non-Discrimination

In connection with the performance of work under this contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute S.51.01 (5)(a), sexual orientation, or national origin. This provision shall include, but not be limited to the following: employment; upgrading; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the vendor further agrees to take affirmative action to ensure equal employment opportunities. The vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the non-discrimination clause [(Wisconsin Statutes S.16.765 (2).]

V. SCOPE OF SERVICES

Vendor shall provide all of the following conveyance types:

- Writ Pick Ups
In compliance with the judge's orders, pick up defendant from location he/she is currently being held and transport to the Racine County Jail prior to court date. This includes all County jails, state prisons, juvenile facilities, group homes and mental health institutes in Wisconsin.
- Writ Returns
Once the individual has appeared in Racine County Court, return them to the original facility where they were being held. This should normally be done within a day or two after the court appearance.
- Warrant Pick Ups
Pick up defendant for our county or local municipalities from location he/she is currently being held. This includes all county jails, state prisons, juvenile facilities, group homes and mental health institutes in Wisconsin. Defendants picked up outside of the State would be addressed separately.
- Mental Health Transports
Transport "persons of interest" to and from mental health agencies in and around the state. This includes facilities such as Winnebago Mental Health Institute in Oshkosh and the Mendota Mental Health Institute in Madison.
- Prison Transports
Transport newly sentenced inmates from the Racine County Jail to the Dodge Correctional Institute in Waupun or the Taycheedah Correctional Institute in Fond du

Lac. Note that the Dodge transport scenario is for a very limited number of special circumstance cases. Most of our newly sentenced male inmates are directly admitted to the Racine Correctional Institution (RCI) in Sturtevant. The vendor will not perform these RCI transports.

- Revocation Order & Warrant
In compliance with the judge's orders, pick up defendant from location he/she is currently being held and transport to the Racine County Jail prior to court date. This includes all county jails, state prisons, juvenile facilities, group homes and mental health institutes in Wisconsin.
- Dispositional Orders
In compliance with the judge's orders, deliver the juvenile to Lincoln Hills or other court ordered facility. This includes all juvenile facilities, group homes and mental health institutes in Wisconsin.
- Juvenile Capias
In compliance with the judge's orders, pick up defendant from location he/she is currently being held and transport to the Racine County Juvenile Detention Facility or the Racine County Jail as appropriate prior to court date. This includes all county jails, juvenile facilities, group homes and mental health institutes in Wisconsin.
- Special Needs Inmates
Successful vendor will be expected to transport wheelchair bound and other special needs inmates in any of the above conveyance types.

Vendor shall ensure the following conditions are met:

- Paperwork meeting Racine County Sheriff's Office policy on detention authority must accompany all prisoners to be housed at the Racine County Jail.
- All appropriate medical transfer paperwork and medications must accompany all prisoners.
- A Notice of Detention - Supplement (J-11b) will be completed for each inmate transported to the Racine County Jail. This form documents any suicidal statements or actions by the prisoner and is a critical part of the Sheriff's Office suicide prevention policy.

Prisoners must be separated (males from females, juveniles from adults) during transport.

Inmates are fed during transports, when appropriate.

VI. VENDOR REQUIREMENTS

As a part of the ensuing contractual agreement, the vendor shall:

- Maintain a State of Wisconsin Private Security License.
- Complete their own pre-employment background investigation to include drug screening at their cost.
- Supply uniforms to employees that must be approved by the Sheriff.

Vendor shall also guarantee that their employees/contracted staff shall:

- Possess State of Wisconsin Firearms Certification.
- Be bonded.
- Possess a valid Drivers License from any U.S. State.
- Successfully pass a background check performed by the Racine County Sheriff's Office to include but not limited to a check of DOT, State and Federal records.
- Comply with Prison Rape Elimination Act of 2003 (PREA) standards, including, but not limited to, responsibilities under the Sheriff's Office sexual abuse and sexual harassment prevention, detection, and response policies and procedures.

VII. MANDATORY BID REQUIREMENTS

A. Bid Requirements

Vendors' submissions should be formatted in the following sequence. Any supporting documentation the vendor feels should be included to support their response should be added after the required documentation.

Minimum submission requirements include:

1. Certification of Vendor/Bid Form – page 11 – please make this the first page of your bid package.
 - a. Certification of Vendor - firm name, address, telephone number, facsimile number, and primary contact person. One bid shall have an original signature in blue ink.
 - b. Bid Form - the 2016 average inmates conveyed and 2016 mileage shall be used to determine one (1) all-inclusive cost for the services as detailed under Scope of Services, Section V
 - o 2016 conveyed inmates: 2,403
 - o 2016 conveyance mileage total: 161,115 miles
2. Brief history of the firm.
3. A narrative statement specifying reasons why your firm believes it is especially qualified to undertake this project. Information should include, but not be limited to, specialized resources available for this work; demonstrated ability to adhere to project timelines; any awards or recognition received by firm or individuals for similar work; special approaches or concepts developed by the firm that are relevant to this project. Respondents may say anything they wish in support of their qualifications. Respondents may supplement this bid with graphic material and photographs.
4. A written emergency plan (to include prompt notification of Racine County Sheriff's Office command staff.)
5. A written policy on use of restraints; including when restraints may be used on mentally ill prisoners.
6. Detailed list of equipment / vehicles available to provide the required all-inclusive conveyance services related to the bid requirements.
7. Minimum of three (3) references identified by the company with the information listed

immediately above. A form is included within this IFB for this specific purpose (see Vendor References page 12) and must be submitted with the bid. This information must be provided or the submission may be disqualified.

8. A list of the vendor's standard coverage for insurance including liability.

VIII. AWARD INFORMATION

A. Compliance with the IFB

Bids submitted must be in strict compliance with the terms of the IFB. Failure to comply with all provisions of the IFB may result in disqualification

B. Conditions of Award

All vendors, by submission of their respective bids, agree to abide by the rules, regulations, and procedures of Racine County.

By submitting a bid, the vendor thereby agrees that Racine County's decision concerning any submittal is final, binding, and conclusive upon it for all purposes, and acknowledges that Racine County in its sole and unqualified discretion may waive or deviate from the procedures and/or timetable described in the IFB. All materials submitted become the property of Racine County and may be available to the public.

C. Award

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. In making the award for furnishing this work and material, factors other than price may be considered such as vendor's reputation for installing a quality product and providing ongoing support for equipment shall also be considered.

It is the intent of the County to award the contract to the lowest responsible Bidder provided the Bid has been submitted in accordance with the requirements of the IFB documents and does not exceed the funds available. Intent to award will not be made and a contract will not be executed until Racine County, at its sole discretion, accepts the bid.

D. Responsible Bidder

In the determination of the lowest responsible bidder, the County reserves the right to take into account and give reasonable weight to (a) future cost of operation, maintenance and repairs, (b) the extent of the bidder's experience on work of the nature involved and (c) the probability of the contract being carried to successful completion within the time specified by the methods and with the equipment the bidder proposes to use.

E. Disqualification

Award will not be made to any person, firm, or company in default of a contract with Racine County, or to any vendor having as its sales agent, representative or any member of the firm, any individual previously in default or guilty of misrepresentation.

F. Tied Bids

If two (2) or more bidders submit identical bids, the decision of the County to make award to one or more of such bidders shall be final.

G. Negotiate

Racine County reserves the right to negotiate price with successful bidder prior to awarding contract and during the contract period.

H. Notice of Acceptance

Racine County will notify the selected vendor as soon as practical of the selection. Written notice of award to vendor in the form of a letter, contract or otherwise, mailed or delivered to the address shown on the bid will be considered sufficient notice of acceptance of bid.

I. Bid Results

Racine County will notify all non-awarded vendors of the awarded service provider in the form of a letter mailed to the address shown on the Certification of Vendor/Bid Form.

Vendors may secure information pertaining to results of the bids by written request to Racine County Purchasing, Monday through Friday, between 8:00 a.m. and 5:00 p.m. or by e-mail to: Duane.McKinney@racinecounty.com.

CERTIFICATION OF VENDOR / BID FORM

Bid # 17-SO-001

CONVEYANCE SERVICES

The undersigned, submitting this bid, hereby agrees with all the terms, conditions, and specifications required by the County in this Invitation for Bid and declares that the attached bid and pricing are in conformity therewith and attests to the following:

- I have reviewed in detail the IFB and all related attachments and information provided by Racine County before submitting this bid.
- I have full authority to make such statements and to submit this bid as the duly recognized representative of the Proposer.

SIGNATURE: _____

PRINT/TYPE NAME: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

CITY, STATE, ZIP: _____

TELEPHONE #: _____ FAX #: _____

E-MAIL: _____

DATE: _____

BASE BID

Please show the amount in dollars and cents you and/or your firm would charge Racine County for the all inclusive services as described in the IFB:

January 1, 2018 to December 31, 2018 \$ _____

CONTRACT RENEWAL INCREASES

Percentage of increase for second (2) and third (3) years of contract.
These percentages of increases shall cover the all inclusive services as described in the IFB unless otherwise specified or negotiated.

January 1, 2019 to December 31, 2019 _____
(not to exceed)

January 1, 2020 to December 31, 2020 _____
(not to exceed)

VENDOR REFERENCES

Bid # 17-SO-001

CONVEYANCE SERVICES

1st Reference

Company Name: _____

Contact Individual: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

E-Mail: _____

2nd Reference

Company Name: _____

Contact Individual: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

E-Mail: _____

3rd Reference

Company Name: _____

Contact Individual: _____

Address: _____

City/State/Zip: _____

Telephone #: _____ Fax #: _____

E-Mail: _____