

A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO AWARD RFP NO. 18-24 AND TO EXECUTE AN AGREEMENT FOR MISDEMEANOR PROBATION SUPERVISION SERVICES.

RECITALS

WHEREAS, the County desires to enter into contracts with Probation Plus, Inc. to provide Misdemeanor Probation Supervision Services as needed in accordance with RFP No. 18-24; and

WHEREAS, the scope of the services will be to provide any and all labor, materials, equipment, transportation, and supervision necessary for misdemeanor probation supervision services in accordance with RFP No. 18-24; and

WHEREAS, through the County's formal RFP process, Probation Plus, Inc. was selected as the qualified respondent to enter into contract with the County to perform the work referenced above; and

WHEREAS, the County has reviewed the terms, provisions, conditions and requirements of the proposed contract (attached hereto, an incorporated herein) and finds that entering into contract to complete the work services serves a public purpose.

WHEREAS, the contract will be finalized after negotiations but will be in substantial conformance with the attached draft contract.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, as follows:

Section 1. The above Recitals are incorporated by reference into the body of this Resolution and such Recitals are adopted as finds of fact.

Section 2. The County Administrator, or designee, is hereby authorized to award RFP 18-24 to Probation Plus, Inc. and to conduct negotiations to provide the services set forth therein.

Section 3. Upon successful negotiations, the County Administrator, or designee, is further authorized to execute agreements in substantially the same form and format as the attached draft on behalf of the County to provide the scope of services as specifically provided in RFP 18-24.

Section 4. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor, or concept of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

PASSED AND ADOPTED by the Board of County Commissioners of St. Johns County, Florida, this 6 day of February, 2018.

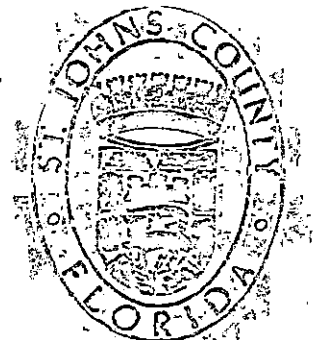
BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA

By: Henry Dean
Henry Dean, Chair

ATTEST: Hunter S. Conrad, Clerk

By: Pam Hatterson
Deputy Clerk

RENDITION DATE 2/7/18





CONTRACT AGREEMENT
RFP NO: 18-24; Misdemeanor Probation Supervision Services
Master Contract #: 18-MCC-PRO-08985

This Contract Agreement, ("Agreement") is made as of this _____ day of _____, 2018 ("Effective Date"), by and between **St. Johns County, FL** ("County"), a political subdivision of the State of Florida, whose principal offices are located at 500 San Sebastian View, St. Augustine, FL 32084, and **Probation Plus, Inc.** ("Consultant"), authorized to do business in the State of Florida, with offices located at 665 State Road 207, Suite 107, St. Augustine, FL 32084; Phone: (904) 824-8383; Fax: (904) 824-8336; and Email:jackmerwin@comcast.net.

In consideration of the mutual promises contained herein, the County and the Consultant agree as follows:

ARTICLE 1 – DURATION AND EXTENSION

This Agreement shall become effective upon signature by both parties, of the Effective Date, as provided above, and shall be in effect for an initial contract term of three (3) calendar years, and may be renewed for up to three (3) one-year renewal periods. While this Agreement may be renewed and/or extended as stated in this Article, it is expressly noted that the County is under no obligation to renew or extend this Agreement. It is further expressly understood that the option of renewal or extension is exercisable only by the County, and only upon the County's determination that the Consultant satisfactorily performed the Services noted in the Contract Documents.

ARTICLE 2 - ENUMERATION OF CONTRACT DOCUMENTS

The term "Contract Documents" shall include all RFP Documents and any addenda/exhibits thereto; all Specifications; this Agreement, any duly executed amendments, addenda, and/or exhibits hereto; and any and all Change Orders.

ARTICLE 3 - SERVICES

The Consultant's responsibility under this Agreement is to provide any and all labor, materials, equipment, transportation, and supervision necessary to perform misdemeanor probation supervision services, as specified in the Scope of Work, submitted by the Consultant, approved by the County in accordance with RFP No: 18-24 and as otherwise provided in the Contract Documents..

Services provided by the Consultant shall be under the general direction of St. Johns County Court Administrator or other authorized County designee, who shall act as the County's representative throughout the duration of this Agreement.

ARTICLE 4 – SCHEDULE

The Consultant shall perform the required Services according to the schedule submitted and approved by the County. No changes to said schedule shall be made without prior written authorization from the County's representative.

ARTICLE 5 – COMPENSATION/BILLING/INVOICES

Compensation is limited to that provided by clients via cost of supervision fees. The cost for this service is paid entirely by the probationer. The County does not pay any funds for these services.

ARTICLE 6 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Agreement by the Consultant shall act as the execution of a truth-in-negotiation certificate certifying that wage rates and other factual unit costs supporting the compensation are accurate, complete, and current as of the date of this Agreement.

The original contract price and any additions thereto shall be adjusted to exclude any significant sums by which the County determines the contract price was increased due to inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such contract adjustments shall be made within one (1) year following the end of the Agreement.

ARTICLE 7 – ARREARS

The Consultant shall not pledge the County's credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The Consultant further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Agreement.

ARTICLE 8 – TERMINATION

- A. This Agreement may be terminated by the County without cause upon at least thirty (30) calendar days advance written notice to the Consultant of such termination without cause.
- B. This Agreement may be terminated by the County with cause upon at least seven (7) calendar days advance written notice of such termination with cause. Such written notice shall indicate the exact cause for termination.

ARTICLE 9 – NOTICE OF DEFAULT/RIGHT TO CURE

- A. Should the County fail to perform (default) under the terms of this Agreement, then the Consultant shall provide written notice to the County, which such notice shall include a timeframe of no fewer than fifteen (15) business days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- B. Should the Consultant fail to perform (default) under the terms of this Agreement, then the County shall provide written notice to the Consultant, which such notice shall include a timeframe of no fewer than seven (7) calendar days in which to cure the default. Failure to cure the default within the timeframe provided in the notice of default (or any such amount of time as mutually agreed to by the parties in writing), shall constitute cause for termination of this Agreement.
- C. Consistent with other provisions in this Agreement, Consultant shall be paid for services authorized and satisfactorily performed under this Contract up to the effective date of termination.
- D. Upon receipt of a notice of termination, except as otherwise directed by the County in writing, the Consultant shall:
 - 1. Stop work on the date to the extent specified.
 - 2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
 - 3. Transfer all work in process, completed work, and other material related to the terminated work to the County.
 - 4. Continue and complete all parts of the work that have not been terminated.

ARTICLE 10 – PERSONNEL

The Consultant represents that it has, or shall secure at its own expense, all necessary personnel required to perform the Work as provided in the Contract Documents. It is expressly understood that such personnel shall not be employees of, or have any contractual relationship with the County.

All Work required hereunder shall be performed by the Consultant, or under its supervision. All personnel engaged in performing the Work shall be fully qualified and, if required, authorized or permitted under federal, state and local law to perform such Work.

Any changes or substitutions in the Consultant's key personnel must be made known to the County's representative and written approval granted by the County before said change or substitution can become effective.

The Consultant warrants that all Work shall be performed by skilled and competent personnel to the highest professional standards in the field. The Consultant is responsible for the professional quality, technical accuracy, and timely completion of all work performed hereunder, and shall correct or revise any errors or deficiencies in the Work, without additional compensation.

ARTICLE 11 – SUBCONTRACTING

The County reserves the right to approve the use of any subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform the Work described in the Contract Documents. The Consultant is encouraged to seek minority

and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to satisfactorily perform in accordance with the Contract Documents, and it is necessary to replace the subcontractor to complete the Work in a timely fashion, the Consultant shall promptly do so, subject to approval by the County.

The County reserves the right to disqualify any subcontractor, vendor, or material supplier based upon prior unsatisfactory performance.

ARTICLE 12 – FEDERAL AND STATE TAX

In accordance with Local, State, and Federal law, the County is exempt from the payment of Sales and Use Taxes. The County shall provide a tax exemption certificate to the Consultant upon request. The Consultant shall not be exempt from the payment of all applicable taxes in its performance under this Agreement. It is expressly understood by the County and by the Consultant that the Consultant shall not be authorized to use the County's Tax Exemption status in any manner.

The Consultant shall be solely responsible for the payment and accounting of any and all applicable taxes and/or withholdings including but not limited to Social Security payroll taxes (FICA), associated with or stemming from Consultant's performance under this Agreement.

ARTICLE 13 – AVAILABILITY OF FUNDS

The County's obligations under this Agreement are contingent upon the lawful appropriation of sufficient funds, for that purpose, by the St. Johns County Board of County Commissioners. Pursuant to the requirements of Section 129.07, Florida Statutes, payment made under this Agreement shall not exceed the amount appropriate in the County's budget for such purpose in that fiscal year. Nothing in this Agreement shall create any obligation on the part of the Board of County Commissioners to appropriate such funds for the payment of services provided under this Agreement during any given County fiscal year. Moreover, it is expressly noted that the Consultant cannot demand that the County provide any such funds in any given County Fiscal Year.

ARTICLE 14 - INSURANCE

The Consultant shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Consultant shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Consultant has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Consultant of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Consultant shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate to protect the Consultant from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Agreement, whether such operations be by the Consultant or by anyone directly employed by or contracting with the Consultant.

The Consultant shall maintain during the life of this Agreement, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000.

The Consultant shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the

Consultant from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Consultant or by anyone directly or indirectly employed by a Consultant.

The Consultant shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator, or his designee, may adjust these insurance requirements.

ARTICLE 15 - INDEMNIFICATION

The Consultant shall indemnify and hold harmless the County and its officers and employees from claims, liabilities, damages, losses, and costs, including court costs, expert witness and reasonable professional consultation services, and reasonable attorneys' fees, arising out of and to the extent of the Consultant's errors, omissions, or negligence. The Consultant shall not be liable to, nor be required to indemnify the County for, any portions of damages arising out of any error, omission, or negligence of the County or its officers and employees.

ARTICLE 16 – SUCCESSORS AND ASSIGNS

The County and the Consultant each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the County nor the Consultant shall assign, sublet, convey or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Consultant.

ARTICLE 17 – NO THIRD PARTY BENEFICIARIES

It is expressly understood by the County, and the Consultant, and this Agreement explicitly states that no third party beneficiary status or interest is conferred to, or inferred to, any other person or entity.

ARTICLE 18 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive, or any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.

In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 19 – CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either directly or indirectly, which would conflict in any manner with the performance of services required hereunder. The Consultant further represents that no person having any interest shall be employed for said performance.

The Consultant shall promptly notify the County, in writing, by certified mail, of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the Consultant may undertake and request an opinion of the County, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the Consultant.

The County agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the County, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the County shall so state in the notification and the Consultant shall,

at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the County by the Consultant under the terms of this Agreement.

ARTICLE 20 – EXCUSABLE DELAYS

The Consultant shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the Consultant's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the County's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the Consultant's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the Consultant and its subcontractor(s) and is without the fault or negligence of either of them, the Consultant shall not be deemed to be in default.

Upon the Consultant's request, the County shall consider the facts and extent of any delay in performing the work and, if the Consultant's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Agreement shall be revised accordingly; subject to the County's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 21 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The Consultant shall deliver to the County for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the County under this Agreement.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the County, or at its expense, shall be kept confidential by the Consultant and shall not be disclosed to any other party, directly or indirectly, without the County's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Agreement, or at the County's expense, shall be and remains the County's property and may be reproduced and reused at the discretion of the County.

The County and the Consultant shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 22 – INDEPENDENT CONSULTANT RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent consultant, and not an employee, agent, or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times and in all places be subject to the Consultant's sole direction, supervision, and control.

The Consultant shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Consultant's relationship and the relationship of its employees to the County shall be that of an independent consultant and not as employees or agents of the County. The Consultant does not have the power or authority to bind the County in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 23 – CONTINGENT FEES

Pursuant to Section 287.055(6), Florida Statutes, the Consultant warrants that it has not employed, or retained any company or person, other than a bona fide employee working solely for the Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.

Violation of this section shall be grounds for termination of this Agreement. If this Agreement is terminated for violation of this section, the County may deduct from the contract price, or otherwise recover, the full amount of such fee,

commission, percentage, gift, or other consideration.

ARTICLE 24 – ACCESS AND AUDITS

The Consultant shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Agreement. The County shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the County's cost, upon five (5) days written notice.

ARTICLE 25 – NONDISCRIMINATION

The Consultant warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 26 – ENTIRETY OF CONTRACTUAL AGREEMENT

The County and the Consultant agree that this Agreement, signed by both parties sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein, or are incorporated by reference into this Agreement. None of the provisions, terms, conditions, requirements, or responsibilities noted in this Agreement may be amended, revised, deleted, altered, or otherwise changed, modified, or superseded, except by written instrument, duly executed by authorized representatives of both the County, and the Consultant.

ARTICLE 27 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 28 – COMPLIANCE WITH APPLICABLE LAWS

Both the County and the Consultant shall comply with any and all applicable laws, rules, regulations, orders, and policies of the County, State, and Federal Governments.

ARTICLE 29 – AUTHORITY TO PRACTICE

The Consultant hereby represents and warrants that it has and shall continue to maintain all licenses and approvals required to conduct its business, and that it shall at all times, conduct its business activities in a reputable manner.

ARTICLE 30 – SEVERABILITY

If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 31 - AMENDMENTS AND MODIFICATIONS

No amendments or modifications of this Agreement shall be valid unless in writing and signed by each of the parties.

The County reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the Consultant of the County's notification of a contemplated change, the Consultant shall: (1) if requested by the County, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the County of any estimated change in the completion date; and (3) advise the County in writing if the contemplated change shall effect the Consultant's ability to meet the completion dates or schedules of this Agreement. If the County instructs in writing, the Consultant shall suspend work on that portion of the project, pending the County's decision to proceed with the change. If the County elects to make the change, the County shall issue a Change Order for

changes, or a contract change order, if the original contract is be changed or amended the Consultant shall not commence work on any such change until such written change order has been issued and signed by each of the parties.

ARTICLE 32 – FLORIDA LAW & VENUE

This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in St. Johns County, Florida.

ARTICLE 33 – ARBITRATION

The County shall not be obligated to arbitrate or permit any arbitration binding on the County under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 34 - NOTICES

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the County shall be mailed to:

St. Johns County Purchasing Department
Attn: Jaime Locklear, MPA, CPPB, FCCM, Assistant Purchasing Manager
500 San Sebastian View
St. Augustine, FL 32084

and if sent to the Consultant shall be mailed to:

Probation Plus, Inc.
Attn: Mr. Jack Merwin, Ph.D.
665 State Road 207, Suite 107
St. Augustine, FL 32084

ARTICLE 35 - HEADINGS

The heading preceding the articles and sections herein are solely for convenience of reference and shall not constitute a part of this Agreement, or affect its meaning, construction or effect.

ARTICLE 36 –PUBLIC RECORDS

- A. The cost of reproduction, access to, disclosure, non-disclosure, or exemption of records, data, documents, and/or materials, associated with this Agreement shall be subject to the applicable provisions of the Florida Public Records Law (Chapter 119, Florida Statutes), and other applicable State and Federal provisions. Access to such public records, may not be blocked, thwarted, and/or hindered by placing the public records in the possession of a third party, or an unaffiliated party.
- B. In accordance with Florida law, to the extent that Contractor's performance under this Contract constitutes an act on behalf of the County, Contractor shall comply with all requirements of Florida's public records law. Specifically, if Contractor is expressly authorized, and acts on behalf of the County under this Agreement, Contractor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the Services;
 - (2) Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost as provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
 - (3) Ensure that public records related to this Agreement that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by applicable law for the duration of this Agreement and following completion of this Agreement if the Contractor does not transfer the records to the

County; and

- (4) Upon completion of this Agreement, transfer, at no cost, to the County all public records in possession of the Contractor or keep and maintain public records required by the County to perform the Services.

If the Contractor transfers all public records to the County upon completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

Failure by the Contractor to comply with the requirements of this section shall be grounds for immediate, unilateral termination of this Agreement by the County.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: 500 San Sebastian View, St. Augustine, FL 32084, (904) 209-0805, publicrecords@sjcfl.us

ARTICLE 37 – USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Consultant may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval St. Johns County, Florida.

ARTICLE 38 – SURVIVAL

It is explicitly noted that the following provisions of this Agreement, to the extent necessary, shall survive any suspension, termination, cancellation, revocation, and/or non-renewal of this Agreement, and therefore shall be both applicable and enforceable beyond any suspension, termination, cancellation, revocation, and/or non-renewal: (1) Truth-in-Negotiation; (2) Federal and State Taxes; (3) Insurance; (4) Indemnification; (5) Access and Audits; (6) Enforcement Costs; and (7) Access to Records.

ARTICLE 39 – AUTHORITY TO EXECUTE

Each party represents that it has the lawful authority to enter into this Agreement and has authorized the execution of this Agreement by the party's authorized representative shown below.

IN WITNESS WHEREOF, authorized representatives of the COUNTY, and CONSULTANT have executed this Contract Agreement on the day and year below noted.

ST. JOHNS COUNTY, FL:

Jaime T. Locklear, MPA, CPPB, FCCM
Printed Name of County Representative

Assistant Purchasing Manager
Title of County Representative

Signature County Representative

Date of Execution

**ATTEST:
ST. JOHNS COUNTY, FL
CLERK OF COURT**

Deputy Clerk

Date of Execution

LEGALLY SUFFICIENT

Deputy County Attorney

Date of Execution

CONSULTANT:

Probation Plus, Inc.
Company Name

Signature of Consultant Representative

Printed Name & Title

Date of Execution

RFP NO: 18-24; MISDEMEANOR PROBATION SUPERVISION SERVICES

EXHIBIT "A" – SCOPE OF SERVICES

St. Johns County is seeking a Contractor to provide misdemeanor probation services as required by contract and by the judges of the County Court. These services will include, but may not be limited to, the following:

1. STAFFING

The Contractor shall maintain adequate staffing levels to provide proper liaison with the sentencing Court, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation with the Contractor, and to appear at all Court hearings involving probationers supervised by the Contractor. The Contractor shall maintain a minimum staffing level of one probation officer per each two hundred (200) probationers.

2. PROGRAMS & SERVICES

The Contractor shall refer probationers to entities that provide services geared toward assisting probationers with successfully completing the terms of their probation. Examples of services include evaluations, counseling, employment, and education. Records of referrals shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which probationers are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the sentencing Court.

The Contractor shall provide an annual report to the Chief Judge, Administrative County Court Judge, Court Administrator and the County, and other statistical reports as required by the Court or law.

Any new programs proposed by the Contractor to be utilized by those placed on probation in St. Johns County shall be disclosed to the County Court prior to implementation and shall be subject to the review and approval of the County Court.

3. RECORDS

The Contractor shall maintain a separate file containing information on each probationer referred to it. Records shall be maintained by the Contractor for a period of two (2) years from expiration of the probationary term. The information in the file shall include, at a minimum, the name of the probationer, case number, charge(s), probation disposition, correspondence, payment records, and any known prior criminal record.

4. OFFICES

The Contractor shall maintain an office in St. Augustine, but is not precluded from operating satellite offices in other areas of the county.

The Contractor's hours of operation shall be flexible to encourage employment of the probationers. This may include opening the office(s) as early as 6:00 am and/or keeping the office(s) open as late as 7:00 pm some days, as well as maintaining occasional weekend office hours. The office(s) shall be open and staffed to receive probationers Monday through Friday (excluding holidays). The Contractor shall notify the probationers of its hours of operation.

5. JOB ASSISTANCE

The Contractor shall encourage unemployed probationers to improve their employability through schools and training. The Contractor shall assist probationers with securing suitable employment.

6. SPECIAL CONDITIONS

The Contractor shall follow up and enforce special conditions of probation, including, but not limited to:

- a. Payment of restitution, fines, court costs, and cost of supervision fees;
- b. Obtaining evaluations and participating in treatment programs;

- c. Performance of community service; and
- d. Procurement of licenses.

The Contractor shall direct probationers to pay all monetary penalties to the Clerk of Court. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

7. ADA & LANGUAGE INTERPRETERS

The Contractor shall have, either on staff or on-call, interpreters to assist the probationer(s) in understanding and meeting the terms of probation.

8. SUPERVISION

- a. **Initial Intake and Counseling** - The Contractor shall conduct an initial face-to-face contact with all probationers, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms of the probation to the probationer in a manner that is understandable to the probationer. The Contractor shall verify the probationer's actual home address and place of employment within 30 (thirty) days of the initiation of probation, unless waived by the sentencing Court.
- b. **Probation Supervision** - In addition to the initial intake session noted above, the Contractor is required to have a minimum of one monthly face-to-face contact with all probationers. The Contractor, or the sentencing Court, may require more frequent face-to-face contacts. The contractor shall also require probationers to transmit monthly reports, along with receipts of payment of appropriate monetary obligations, to the Contractor's office. Attendance by probationers at court-ordered counseling sessions is in addition to required contacts with the Contractor.
- c. **Electronic Monitoring** - In addition to activities noted in (1) and (2) above, the Contractor shall ensure that probationers so ordered are electronically monitored. Costs of electronic monitoring shall be borne by the probationers.

9. CHANGE IN ORDERS

Proposed orders of probation violation, probation modification, and/or early termination shall be prepared by the Contractor and shall conform to a format adopted by the County Court.

10. COMMUNITY SERVICE WORK

The Contractor shall refer probationers to approved organizations for completion of community service hours. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

11. VIOLATIONS OF PROBATION

When a violation of any term/condition of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within 15 (fifteen) days of the occurrence. If the affidavit recommends revocation of probation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor letterhead detailing the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

12. TERMINATION OF PROBATION

Upon completion of all terms/conditions of probation, the Contractor shall submit a letter of termination to the sentencing Court on Contractor letterhead. In the event the Contractor recommends termination of probation prior to the Probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing Court that said monetary obligations have not been completely paid, the Contractor shall be responsible for the payment of any remaining restitution, fines, or court costs, unless waived for good cause, by the sentencing Court.

13. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall submit to the Court Administrator or his/her designee a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include education levels and job titles of all probation employees. The Contractor shall submit an

updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County Court.

14. CONTRACTOR'S FINANCIAL RECORDS

- a. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, of all fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County and to the Court Administrator, or his or her designee, within 120 (one hundred twenty) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under the contract. Notes to the financial statements shall disclose any noncompliance with conflict of interest provisions of the contract.
- b. The Contractor shall also record and maintain statistical data concerning the number and types of cases being supervised, terminated, and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required by the County Court, the Court Administrator, or the County to assist them in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the Chief Judge and Court Administrator, or his/her designee, pursuant statute.
- c. The Contractor shall provide to the Court Administrator, or his/her designee, and the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

15. PUBLIC RECORDS AND OPEN MEETING LAW

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws:



St. Johns County Board of County Commissioners

Purchasing Division

NOTICE OF INTENT TO AWARD

December 27, 2017

RE: RFP 18-24 Misdemeanor Probation Supervision Services

Please be advised that the Purchasing Department of St. Johns County is issuing this notice of its Intent to Award a contract, after successful negotiations, to Probation Plus, Inc. as the qualified firm selected under RFP 18-24 Misdemeanor Probation Supervision Services. This notice will remain posted on the **St. Johns County Purchasing Department bulletin board** until 5:00PM, Tuesday, January 2, 2018.

Any person (including any bidder or proposer) who is, or claims to be, adversely affected by the County's decision or proposed decision shall file a written Notice of Protest with the Purchasing Department of St. Johns County within 72 hours after the posting of the notice of decision or proposed decision. Failure to file a Notice of Protest within the time prescribed in Section 304.10 of the St. Johns County Purchasing Manual (the Bid Protest Procedure), or failure to post the bond or other security required by the County within the time allowed for filing a bond, shall constitute a waiver of proceedings and a waiver of the right to protest. The protest procedures may be obtained from the Purchasing Department and are included in the County's Purchasing Manual. All of the terms and conditions of the County Purchasing Manual are incorporated herein by reference and are fully binding.

Should the Purchasing Department receive no protests in response to this notice, an agenda item will be submitted to the St. Johns County Board of County Commissioners for their consideration and subsequent approval to award contracts.

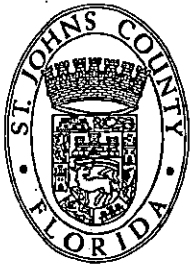
Please forward all correspondence, requests or inquiries directly to my attention at the information provided below.

Sincerely,
St. Johns County
Board of County Commissioners


County Representative Signature

Date: 12/29/17

Leigh Daniels, CPPB
Procurement Supervisor
(904) 209-0154 – Direct
(904) 209-0155 – Fax
ldaniels@sjcfl.us



**ST. JOHNS COUNTY
PURCHASING DEPARTMENT**

500 San Sebastian View
St. Augustine, Florida 32084

I N T E R O F F I C E M E M O R A N D U M

TO: Mark Weinberg, Court Administrator
FROM: Diana M. Fye, CPPB, Procurement Coordinator
SUBJECT: RFP 18-24, Misdemeanor Probation Supervision Services
DATE: December 21, 2017

Attached please find a copy of the RFP Evaluation Summary Sheet for your file as recorded and verified at the Evaluation Committee Meeting.

Please review, evaluate and make a written recommendation for this project. Also, indicate the budgeted amount for this item along with the appropriate charge code and return to my attention as soon as possible.

Please let me know if I can assist your department in any other way.

Dept. Approval

A handwritten signature in black ink, appearing to read "Mark Weinberg", is written over a horizontal line.

Date December 26, 2017

Budget Amount Zero (0) (Fees paid by probationers. No County \$\$ spent)

Account Funding Title N/A

Funding Charge Code N/A

Award to Probation Plus, Inc.

Award Amount Zero (0) (Fees paid by probationers. No County \$\$ spent)

EVALUATION SUMMARY SHEET

ST. JOHNS COUNTY, FLORIDA

Date: December 21, 2017
 RFP: RFP # 18-24 Misdemeanor Probation
 Supervision Services

FIRM	RATER Judge Charles Tinlin	RATER Shirley Olson	RATER Andrea Matzke	RATER Sarah Bland	TOTAL	RANK	COMMENTS
Probation Plus, Inc.	97	98	98	83	376	1	
Professional Probation Services, Inc.	100	98	96	74	368	2	

APPROVED: Purchasing Manager

Court Administrator

James H. Ballew 12/21/17
Donald R. ... 12/21/17

NOTE:

THE RANKING SHOWN ABOVE MUST BE FOLLOWED UNLESS SPECIAL CONDITIONS MERIT A CHANGE IN THE NEGOTIATING ORDER, IN THIS CASE, THE SPECIAL CONDITIONS MUST BE EXPLAINED IN DETAIL IN THE COMMENTS SECTION OR ATTACHED TO THIS RANKING SHEET.

POSTING TIME/DATE FROM ~~4:00~~ December 21, 2017, UNTIL ~~12:00~~ ^{4:00} December 28, 2017.

ANY RESPONDENT AFFECTED ADVERSELY BY AN INTENDED DECISION WITH RESPECT TO THE AWARD OF ANY REQUEST FOR PROPOSAL, SHALL FILE WITH THE PURCHASING DEPARTMENT FOR ST. JOHNS, A WRITTEN NOTICE OF INTENT TO FILE A PROTEST NOT LATER THAN SEVENTY-TWO (72) HOURS (EXCLUDING SATURDAY, SUNDAY AND LEGAL HOLIDAYS) AFTER THE POSTING OF THE SUMMARY SHEET. PROTEST PROCEDURES MAY BE OBTAINED IN THE PURCHASING DEPARTMENT.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

Probation Plus, Inc.

665 State Road 207 Suite 107 St. Augustine, FL 32084

**Phone (904) 824-8383
Fax (904) 824-8336
jackmerwin@comcast.net**

**Jack Merwin, Ph.D.
Karen Selig, M.A.**

DATE: 12/7/2017

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

Section 2

Cover Letter
Letters of Recommendation

Cover Letter

To members of the Review Committee:

Thank you for your participation in reviewing the attached proposal offered by Probation Plus, Inc., a private "S" corporation that has provided misdemeanor probation supervision services here in St. Johns County since 1999. During our 17 years of uninterrupted service, Probation Plus, Inc. has earned the respect and strong support of our County Judges, Office of the State Attorney, the Office of the Public Defender, private attorneys and other entities that work with the criminal justice system. It is because we truly feel that our professional efforts are valued and appreciated by other members of the criminal justice team and because we know that the impact of our work with probationers can often have profoundly positive effect on their lives, that we submit this proposal to extend our contract for an additional three years.

Probation Plus, Inc. was founded in 1999 with the singular mission of providing top quality misdemeanor services to the residents of St. Johns County when the former provider was unable to adequately meet the needs of the local judiciary. The company's founder and Executive Director is Dr. Jack Merwin, a licensed psychologist who has worked as a forensic expert in St. Johns County since 1977. In the late 1980's, at the request of now Retired Chief Judge Richard O. Watson, Dr. Merwin founded an innovative community-based pre-trial diversion program, Federated Legal Alternatives Group (FLAG), that later earned him the Distinguished Service Award from the Florida Council on Crime and Delinquency and set the stage for our transition to the county misdemeanor probation program in 1999. The FLAG pre-trial diversion program functioned much like a traditional probation program, but simply did not require that the defendant be convicted to participate. With ten years of experience doing this work throughout the 7th Circuit and in Hillsboro County, the transition to directing the St. Johns County misdemeanor probation program in 1999 was seamless.

The primary purpose of a misdemeanor probation program is to enforce the court ordered conditions of probation. These can include monitoring payments of restitution, fees, and fines, along with assuring that any special conditions of probation are completed in a timely manner. Special conditions may include assessment and completion of an anger management program, substance abuse treatment, batterer's intervention or mental health treatment. Through our long-established relationships with various public and private service providers, we are able to facilitate referrals to qualified providers not only in St. Johns County but in our neighboring counties as well. Services to some probationers are offered on a sliding scale or free of charge on an as needed basis.

With the approval of our local judges, Probation Plus, Inc. offers three levels of anger management treatment to satisfy the high level of demand for this service. Most of our classes are offered on Saturday mornings, which we have found to be the optimal time for most probationers. Probationers are given a choice of providers for this service and are never coerced or directed to choose our program over the alternative providers. We also offer a Life-skills program for those who are ordered to attend this program to work on budgeting/money management, time management, job-finding skills, and interviewing skills.

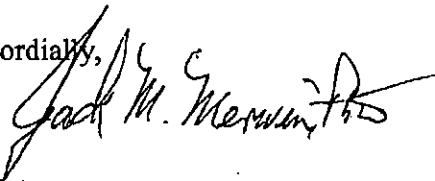
Cover Letter, continued

As you review the various responses to the RFP, we anticipate that you will find that most, if not all, of the applicants will have some experience and adequate resources and personnel to satisfy the basic service demands of this county. After all, each county court's basic needs for probationary supervision are much the same in every jurisdiction, as outlined by state statute, with only minor variations in the implementation process from one county to another. The thing that sets Probation Plus, Inc. apart from all other applicants is the fact that we are already operating as key members of the criminal justice team of St. Johns County, with policies and procedures that have been developed and modified over 17 years to uniquely fit the individual preferences of our County Judges and our Court Administration team.

As the incumbent contractor, Probation Plus, Inc. is the only agency that can be fully operational immediately upon award of the contract, with no loss of efficiency due to a need to create new service agreements, develop new inter-agency relationships, create record-keeping procedures, create financial procedures, link computer systems, hire staff, or find office space, etc. In our lengthy history of service in St. Johns County we have had no unsatisfactory performance audit reports and have always been steadfast in our commitment to not only meeting, but exceeding the expectations of the court. Attached letters of support from agency personnel with whom we work speak directly to our levels of efficiency, professionalism, and dedication to serving our clients and the court.

Thank you for your thoughtful consideration of our proposal. We have made every effort to keep our proposal concise and to the point, yet informative and reflective of the personal approach we bring to our work. We look forward to the possibility of continuing our work here in St. Johns County for at least another three years and serving the judiciary as well as the constituents of our community.

Cordially,



Jack M. Merwin Ph.D.
Executive Director

Contact Information:

Probation Plus, Inc.
665 State Road 207 Suite 107
St. Augustine, FL 32084

Phone (904) 824-8383
Fax (904) 824-8336
Email: jackmerwin@comcast.net

Probation Plus, Inc. is registered in Florida as an "S" corporation. Directors are Jack Merwin and Karen Selig – 6501 Nassau St., St. Augustine, FL 32080

To them it may concern,

My life was filled with alcohol drugs and hard times. I was put on probation for domestic violence. When I did I was looking at six months if violated, so I didn't want to mess up. The first day of probation I tested positive for drugs. So officer Darlene and I talked. I told her this was supposed to be a life changing event to get my life in order. She had enough faith in me to give me another chance and that was all I needed. I now have been clean with everything. I finally have a steady job in which I worked my way up to management. I have my own place and im able to pay all my bills, my life has never been this great before. I believe probation will not change the person unless the person is ready to change. I have been on probation before and never had a more caring person than Mrs. Darlene. You can really see tell she cares for people and wants to help. If she didnt give me a chance I would have been locked up instead of actually getting the help I needed. Im not glad of my record now but in a sense im thankful how my life has turned out and grateful for someone like Darlene to care enough to correct me to help me!

-Shawn M. Reardon

STEWART-MARCHMAN-ACT BEHAVIORAL HEALTHCARE

"exceptional and comprehensive behavioral healthcare"

200 San Sebastian View Suite 2102 St Augustine, FL 32084
(904) 209-6200 ~ www.SMAbehavioral.org
Access Center 24/7 - (800) 539-4228

November 30, 2017

Ms. Schnittker,

I wanted to express on behalf of Stewart Marchman Behavioral Healthcare our satisfaction in working with you and your team as it pertains to client care and coordination but also as active partners in our community.

I have had interactions with Probation Plus for close to 10 years and have always found your office and staff to be very receptive to working with us as a service provider. It is imperative that our agencies work together if we want to coordinate good care amongst our consumers and if we wish to see positive outcomes, lower recidivism rates, and fewer incarcerations.

I am looking forward to continuing our working relationship as we move forward sharing clients, collaborating on community projects, and working toward a healthier community.

Please do not hesitate to contact me if you should need further elaboration.

Sincerely,



Sandra S. Jackson MSH, LMHC

SMA Behavioral Healthcare
VP St Johns County Services





ATTORNEYS AT LAW
MOWREY·SHOEMAKER·BEARDSLEY

November 20, 2017

St. Johns County Purchasing Department
St. Johns County Board of Commissioners

**RE: Misdemeanor Probation Supervision Services,
Probation Plus, 665 State Road 207, Unit #107
St. Augustine, FL 32084**

To Whom it May Concern:

This letter is in support of Probation Plus to continue to service misdemeanor probation in St. Augustine, St. Johns County, Florida. I have been a practicing attorney in St. Augustine, St. Johns County, Florida for approximately 18 years and have been involved in the criminal justice system for that entire time. I started out as a prosecutor and have been practicing in criminal defense throughout my time as an attorney.

The professionalism and accountability of the employees and officers at Probation Plus is excellent. They are and have always been diligent and have set the standard for probation services. I have the ability to deal with other probation facilitators across the state and Probation Plus is by far and away the best to deal with. My clients know what they are dealing with and the officers are firm but fair.

I cannot stress enough how important Probation Plus is for St. Augustine, St. Johns County. Their long standing relationship with all aspects of the criminal justice system in our area must be continued.

Thank you for allowing me to write to you about Probation Plus and should you have any questions or concerns please contact me for any follow up information you may require.

Sincerely,


Daniel A. Mowrey, Esq.

DM/nl

DANIEL A. MOWREY · TERRY J. SHOEMAKER · BRANDON D. BEARDSLEY
JOSHUA R. SAXON*

*LICENSED TO PRACTICE IN FLORIDA AND GEORGIA

2801 N. THIRD STREET · ST. AUGUSTINE, FL 32084

PHONE: (904) 824-5711 · FAX: (904) 824-5709

WWW.ANGIENTCITYLAW.COM

Attorneys at Law
J. Stephen Alexander
Joshua S. Alexander



www.thealexanderlawfirmllc.com

November 20, 2017

To whom it may concern:

I'm writing a letter on behalf of Darlene Schnittker and Probation Plus. I've been an attorney for almost 8 years and have always had a working relationship with Probation Plus as either a prosecutor or a defense attorney.

Probation Plus has always been a wonderful company to deal with in regards to my clients. It's nice to be able to pick up the phone and call a company and get an answer or information the same day. Probation Plus is great about getting our clients in and setup with their requirements quickly.

My clients always give me a very positive review of Probation Plus. I hope to continue working with them for years to come.

Sincerely,

Josh Alexander
(904) 824-9788

Strong Defense. Effective Advocacy.

15 Old Mission Avenue • St. Augustine, FL 32084 • Tel. 904-824-9788 • Fax 904-824-6900

November 21, 2017

TO WHOM IT MAY CONCERN:

Re: Probation Plus/RFP

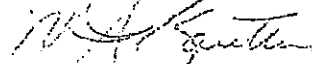
I am uncertain which other entity(ies) have submitted RFP's, however, I am aware that Probation Plus has submitted an RFP for either contract extension, renewal or requesting a new contract with the County. Based thereon, I can say without hesitation, that I would recommend Probation Plus continue rendering its services.

As you are aware, Probation Plus services include providing supervision to defendants both in misdemeanor probations as well as parties referred to misdemeanor pre-trial diversion in the form of deferred prosecution agreements with the State of Florida.

At the misdemeanor level, Probation Plus has trained its staff to provide a unique service. It is charged with the responsibility to supervise rigorously, which is done unwaveringly and solidly, but within this mandate, they provide the service in a manner that preserves human dignity, and assists the probationers/parties in wanting to get better, to do better. Probation Plus assists them in finding programs that foster such growth. While they are always professional, the staff truly desires and hopes for the individuals to succeed. It is clear from the outside looking in that this is done with an eye toward reducing recidivism, which helps all of us in St. Johns County.

I recommend extending or renewing the contract of Probation Plus, or entering into a new contract with this entity, that would allow Probation Plus to continue its important mission.

Very truly yours,


Melissa S. Kauttu, Esq.

MSK





Project Change Men Project Promise Women

Batterers Intervention Programs That Work

238 San Marco Ave. St. Augustine, Florida 32084 904-827-0807 office 904-347-4275 cell direct facilitator@StAugBIP.org

11/28/2017

To: Whom it may concern
Re: Probation Plus Letter
From: J. Neuenfeldt Senior Facilitator Kids Bridge BIP Programs

Dear Sir/Madam;

This letter is to offer a recommendation regarding services provided to probationers in St. Johns County. I am the senior facilitator of both the Mens and Womens BIP Program at Kids Bridge. As such the majority of our clients are also required to report to probation while enrolled in the program. This require interaction between myself and the Probation Officers at Probation Plus on a regular basis. I have found each of them to be not only professional, courteous, and accurate with their information, but having a mindset of how to actually make a change in the lifestyles of their probationers.

In my opinion, this is critical when dealing with people who have made a mistake, or bad decision, and ended up on the offender's side of the criminal justice system. While offenders must be accountable for their past actions they must also be encouraged to move forward and improve their lives ensuring they do not make the same decisions again when faced with challenges.

If you need any further information from me please do not hesitate to contact me directly.

Sincerely

James T. Neuenfeldt Jr
Senior Facilitator
Kids Bridge BIP Programs.
facilitator@StAugBIP.org
904-347-4275

ST. JOHNS
COMMERCIAL PROPERTIES

6275 A1A South, Suite 102 St. Augustine, FL 32030

To: Mrs. Michele Maynard
Probation Officer / Anger Management Instructor
Probation Plus - St. Augustine

Nov. 15, 2017

From: Craig Cunningham
Probationer

RE: Anger Management Courses / Probation Plus

Dear Michele,

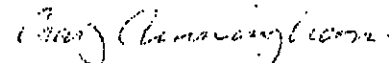
I wanted to send you a note and let you know how much I have gain personally and professional from enrolling in, and completing the Levels 1 - 2 - 3 Anger Management Program Courses from Probation Plus, with you as the instructor and author of these courses.

These courses, along the written materials, provided me with some very definitive and concrete ways to act and negotiate intense situations, without lashing out in anger - or becoming emotionally "out of control" - when these situations arise in everyday life (personal life, family life - and professional life). I have been able to refer back to the written material on a regular basis - and also to the notes from each of the classes.

I can honestly say that these Anger Management Courses have been a great benefit to me - as I continue my efforts to improve myself, and my ability to negotiate the obstacles that we find ourselves in, in our everyday lives.

My attorney, Brian Shorstein, told me that I would gain a lot from these classes - and he indicated that St. Johns County is very fortunate to have Probation Plus as a resource for people place on probation, like myself. I totally agree with him.

I am grateful for the help that you and these course have provided to me. I will continue to use these Anger Management skills that we discussed and were taught, throughout the rest of my life. It has been, and will continue to be, a great asset for me.



Craig Cunningham
Broker / Owner
St. Johns Commercial Properties

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

Section 3

Company & Staff Qualifications and Resources
Attachments "3-A" thru "3-G"

Probation Plus, Inc.

Summary of Overall Capabilities Relative to the Scope of Services

Staffing – The Organization Chart and Personnel List in this section demonstrate generous staffing and experience in all related areas.

Programs and Services – Each probationer is given a detailed list of service providers covering the needs of all special conditions.

Records – Separate files are maintained for each client and remain on site for a minimum of two years after the case has terminated. Each file contains detailed documents relating to the case.

Offices – We maintain one office on State Road 207 which is open from 6:30 am to 5pm, Monday thru Friday. Weekend appointments available when required.

Job assistance – Unemployed probationers are strongly encouraged to become employed. Job opportunities are posted each morning in the waiting room for the client to take.

Special conditions – Each officer emphasizes compliance with special conditions and meeting deadlines set by the court.

Language interpreters - We provide interpreters, at our cost, to assist clients in fully understanding the terms of probation.

Supervision – Encompasses a broad range of compliances. Just to name a few; an intake appointment, monthly appointments to show progress, verification of home address and employment, payment of restitution and other fees, and properly maintained files.

Change in orders – Standardized forms are submitted to the court upon successful termination or when other types of modifications are required.

Community Service Work – We maintain a current list of approved community service sites from which clients can choose to perform community service hours.

Violations of Probation – We submit violations of probation in a timely manner in a court approved format.

Termination – Successful Termination documents are submitted upon the completion of all conditions. Unsuccessful Terminations are only submitted when there is no other remedy available.

Employees and Subcontractors – A complete list is attached.

Financial records – Audited financial records are submitted each year, along with fiscal budget and quarterly statistical data.

Public Records and Open Meeting Law – We acknowledge the requirement to comply when applicable, with Florida public records and open meeting laws.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "3-A"

LICENSES/ CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date
Probation Plus, Inc.	P0100011511	Florida Department of State Division of Corporations	2018
Probation Plus, Inc.	20597	St Johns County Local Business Tax Receipt	9/30/2018



DIVISION of
CORPORATIONS
an official State of Florida website

- [Department of State](#)
- [Division of Corporations](#)
- [Search Records](#)
- [Detail By Document Number](#)

[Previous On List](#) [Next On List](#) [Return to List](#)

[Probation Plus](#) [Search](#)

No Events No Name History

Detail by Entity Name

Florida Profit Corporation
PROBATION PLUS, INC.

Filing Information

Document Number P01000118511 FEI/EIN Number 59-3760370 Date
Filed 12/14/2001 Effective Date 01/01/2002 State FL Status ACTIVE

Principal Address

665 State Rd 207
Unit 107
SAINT AUGUSTINE, FL 32084

Changed: 01/12/2017

Mailing Address

665 State Road 207
Unit 107
SAINT AUGUSTINE, FL 32084

Changed: 01/12/2017

Registered Agent Name & Address SELIG, KAREN G

6501 Nassau St
ST. AUGUSTINE, FL 32080

Name Changed: 01/06/2010

Address Changed: 01/12/2017

Officer/Director Detail Name & Address

Title D

SELIG, KAREN G

6501 Nassau St
SAINT AUGUSTINE, FL 32080

Title D

MERWIN, JACK
6501 Nassau St
SAINT AUGUSTINE, FL 32080

Annual Reports

Report Year	Filed Date
2015	04/08/2015
2016	03/07/2016
2017	01/12/2017

Document Images

<u>01/12/2017 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/07/2016 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/08/2015 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/13/2014 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/14/2013 -- ANNUAL REPORT</u>	View image in PDF format
<u>01/25/2012 -- ANNUAL REPORT</u>	View image in PDF format
<u>02/07/2011 -- ANNUAL REPORT</u>	View image in PDF format
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<u>04/14/2006 -- ANNUAL REPORT</u>	View image in PDF format
<u>03/28/2005 -- ANNUAL REPORT</u>	View image in PDF format
<u>04/22/2004 -- ANNUAL REPORT</u>	View image in PDF format
<u>05/05/2003 -- ANNUAL REPORT</u>	View image in PDF format

THIS RECEIPT IS ISSUED PURSUANT
TO COUNTY ORDINANCE 87-36

2017/2018 ST. JOHNS COUNTY LOCAL BUSINESS TAX RECEIPT

ACCOUNT 20597

MUST BE DISPLAYED IN A CONSPICUOUS PLACE

EXPIRES

September 30, 2018

TYPE OF BUSINESS 000329 BUSINESS OFFICE

BUSINESS ADDRESS 665 ST RD 207 STE 107
ST. AUGUSTINE, FL 32084

BUSINESS NAME PROBATION PLUS
Mailing Address MERWIN, JACK & SELIG, KAREN

MAILING ADDRESS 665 ST RD 207 #107
ST. AUGUSTINE, FL 32084

MISDEMEANOR SUPRV

X NEW BUSINESS TRANSFER ORIGINAL TAX	22.00
AMOUNT	22.00
PENALTY	.00
COLLECTION COST	
TOTAL	22.00

THIS FORM BECOMES A RECEIPT ONLY WHEN VALIDATED

PAID-8148498.0001-0001 501 07/28/2017 22.00

DENNIS W. HOLLINGSWORTH
ST. JOHNS COUNTY TAX COLLECTOR

This receipt does not constitute a franchise, an agreement, or permission or authority to perform the services or operate the business described hereon when a franchise, agreement, or other county commission, state or federal permission of authority is required by county, state or federal law.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "3-B"

CERTIFICATES OF INSURANCE

Type of Insurance	Policy #	Expiration Date
Worker's Compensation	AWC1074916	1/2/2018
General Liability	CPS2735383	7/1/2018
Hazard Insurance	50206691817258001	8/24/18



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/16/2017

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

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

PRODUCER Herbie Wiles Insurance Inc. 400 N Ponce de Leon Blvd St Augustine FL 32084-3067		CONTACT NAME: Operations Center PHONE (A/C, No, Ext): (904)829-2201 FAX (A/C, No): (904)829-2020 E-MAIL ADDRESS:	
INSURED Probation Plus, Inc. 665 State Road 207 St Augustine FL 32084		INSURER(S) AFFORDING COVERAGE INSURER A: Associated Industries NAIC # 23140 INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 17-18 Cert V.1 WC

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADULT SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO.JECT <input type="checkbox"/> LOC. OTHER:					EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COM/PROP AGG \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	AWC1074918	01/02/2017	01/02/2018	<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER EL EACH ACCIDENT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000 EL DISEASE - POLICY LIMIT \$ 500,000

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

CERTIFICATE HOLDER**CANCELLATION**

FOR INFORMATIONAL PURPOSES ONLY

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

AUTHORIZED REPRESENTATIVE:

Chris Hunk

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SCOTTSDALE INSURANCE COMPANY®
COMMERCIAL GENERAL LIABILITY COVERAGE PART
SUPPLEMENTAL DECLARATIONS

Policy No. CPS2735383 Effective Date 07/01/2017
 12:01 A.M., Standard Time

Named Insured PROBATION PLUS INC. Agent No. 09017

Item 1. Limits of Insurance	
Coverage	Limit of Liability
Aggregate Limits of Liability	Products/ Completed Operations Aggregate \$ <u>EXCLUDED</u> General Aggregate (other than Products/ Completed Operations) \$ <u>2,000,000</u>
Coverage A - Bodily Injury and Property Damage Liability	any one occurrence subject to the Products/ Completed Operations and General Aggregate Limits of Liability \$ <u>1,000,000</u>
Damage to Premises Rented to You Limit	any one premises subject to the Coverage A occurrence and the General Aggregate Limits of Liability \$ <u>100,000</u>
Coverage B - Personal and Advertising Injury Liability	any one person or organization subject to the General Aggregate Limits of Liability \$ <u>1,000,000</u>
Coverage C - Medical Payments	any one person subject to the Coverage A occurrence and the General Aggregate Limits \$ <u>5,000</u>
Item 2. Description of Business	
Form of Business: <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Joint Venture <input type="checkbox"/> Trust <input type="checkbox"/> Limited Liability Company <input checked="" type="checkbox"/> Organization including a corporation (other than Partnership, Joint Venture or Limited Liability Company)	
Location of All Premises You Own, Rent or Occupy: <u>See Schedule of Locations</u>	
Item 3. Forms and Endorsements	
Form(s) and Endorsement(s) made a part of this policy at time of issue: <u>See Schedule of Forms and Endorsements</u>	
Item 4. Premiums	
Coverage Part Premium:	\$ 500
Other Premium:	\$
Total Premium:	\$ 500

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

COMMON POLICY DECLARATIONS

Renewal of
CPS2512371

Policy Number
CPS2735383

Underwritten by: Scottsdale Insurance Company
Home Office:
One Nationwide Plaza • Columbus, Ohio 43215

Administrative Office:
8877 North Gainey Center Drive • Scottsdale, Arizona 85258
1-800-423-7675 • A STOCK COMPANY

ITEM 1. Named Insured and Mailing Address

PROBATION PLUS INC.
665 STATE ROAD 207
UNIT 107
ST AUGUSTINE, FL 32084

Agent Name and Address

AMWINS ACCESS INS. SERVICES, LLC
10201 CENTURION PARKWAY NORTH,
SUITE 500
JACKSONVILLE, FL 32256

Agent No.: 09017 Program No.: A1

ITEM 2. Policy Period

From: 07/01/2017

To: 07/01/2018

Term: 365 DAYS

12:01 A.M., Standard Time at the mailing address shown in ITEM 1.

Business Description: PROBATION CLIENT MANAGER

In return for the payment of the premium, and subject to all the terms of this policy, we agree with you to provide the insurance as stated in this policy. This policy consists of the following coverage parts for which a premium is indicated. Where no premium is shown, there is no coverage. This premium may be subject to adjustment.

Coverage Part(s)	Premium Summary
Commercial General Liability Coverage Part	\$ 500
Commercial Property Coverage Part	\$ 250
Commercial Crime And Fidelity Coverage Part	\$ NOT COVERED
Commercial Inland Marine Coverage Part	\$ NOT COVERED
Commercial Auto Coverage Part	\$ NOT COVERED
Professional Liability Coverage Part	\$ NOT COVERED
	\$
	\$
	\$
Total Policy Premium:	\$ 750.00
AMWINS SERVICE FEE	\$ 35.00
SURPLUS LINES TAX	\$ 39.25
STAMPING FEE	\$.79
DEM EMP	\$ 4.00
	\$
	\$
	\$
Policy Total:	\$ 829.04

Form(s) and Endorsement(s) made a part of this policy at time of issue:

SEE SCHEDULE OF FORMS AND ENDORSEMENTS

AMWINS ACCESS INS. SERVICES, LLC
10201 CENTURION PARKWAY NORTH, SUITE 500
JACKSONVILLE, FL 32256
08/01/2017 - BP/AH

THIS COMMON POLICY DECLARATION AND THE SUPPLEMENTAL DECLARATION(S), TOGETHER WITH
THE COMMON POLICY CONDITIONS, COVERAGE PART(S), COVERAGE FORM(S) AND FORM(S)
AND ENDORSEMENT(S), IF ANY, COMPLETE THE ABOVE NUMBERED POLICY.



AmWINS Access Insurance Services, LLC
 10201 Centurion Parkway North
 Suite 500
 Jacksonville, FL 32256

T 904.380.3901
 F 904.996.0002

amwins.com

FL License #L081820

POLICY PREMIUM AND SURPLUS LINES TAX SUMMARY

Attached to and forming part of Policy Number: CPS2735383

Named Insured: Probation Plus Inc Policy Number: CPS2735383
 Coverage: Package Carrier: Scottsdale Insurance Company
 Agency: Herbie Wiles Insurance Policy Period: 07/01/2017 - 07/01/2018

Policy Premium:	\$750.00
Fees:	\$35.00
Surplus Lines Taxes:	\$44.04
Total:	\$829.04

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS TAXES AND FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES OWED MUST BE PROMPTLY REMITTED TO AMWINS.

FEES:

Fee	Taxable	Amount
Florida		
AmWINS Service Fee	Yes	\$35.00
Total		\$35.00
Total Fees		\$35.00

SURPLUS LINES TAX CALCULATION:

Description	Taxable Premium	Taxable Fee	Tax Basis	Rate	Tax
Florida					
Surplus Lines Tax	\$750.00	\$35.00	\$785.00	5.00%	\$39.25
Stamping Fee	\$750.00	\$35.00	\$785.00	0.10%	\$0.79
DEM EMP				Flat	\$4.00
Total					\$44.04
Total Surplus Lines Taxes and Fees					\$44.04

SURPLUS LINES DISCLOSURE

Florida

SURPLUS LINES INSURERS' POLICY RATES AND FORMS ARE NOT APPROVED BY ANY FLORIDA REGULATORY AGENCY.



Nationwide®
is on your side

NATIONWIDE LIFE INSURANCE COMPANY
NATIONWIDE INNOVATIVE SOLUTIONS
PO BOX 1970, SPRINGFIELD, MASSACHUSETTS 01101
PHONE: 1-800-525-8669
E-MAIL: grouprotector@consolidatedhealthplan.com

PROBATION PLUS, INC.
665 STATE ROAD 207 UNIT 107
ST. AUGUSTINE, FL 32084

RE: Specified Hazard Insurance Policy Number 50206691817258001

Dear Plan Sponsor:

We are pleased to accept your application for the enclosed Specified Hazard Insurance Policy.

Your policy has been issued on the basis of the information contained in the application (a copy of which has been attached to and made a part of your policy). The policy term is specified in item 2 of the application and the benefits, referred to in item 4 of the application, are described in the respective policy provisions.

Also enclosed is a copy of claim forms with instructions. Certificates are provided where required by state law. Additional supplies are available upon request.

IN THE EVENT OF AN ACCIDENTAL DEATH OR SPECIFIC LOSS CLAIM, immediately notify Nationwide at the address indicated below and provide the following information: name of insured, policy number, date of incident, and nature of loss (i.e., loss of life, limb, sight, etc.) Claim forms and instructions will be provided.

Nationwide Specialty Insurance
PO Box 420
Springfield, Massachusetts 01101

IN THE EVENT OF A MEDICAL EXPENSE CLAIM, one of the enclosed claim forms should be completed. It is very important that the policy number referred to above be shown. The form should be checked for accuracy and completeness (failure to do so may delay processing) and forwarded, accompanied by itemized medical bills and any other necessary documentation to the Nationwide Specialty Health Claims office shown above.

If you plan to distribute any information about this policy, please send us a draft of the proposed copy. We will forward it to Nationwide in Columbus, Ohio. They will review it for compliance with government regulations and make any necessary changes. We will then return it for your use. When corresponding, please refer to the above policy number.

Our objective is to provide the most prompt and efficient service possible. If you have any questions, we will be glad to provide you with whatever assistance you may need.

Sincerely,

Your Nationwide Representative

Enclosures

BL502-1-2B

POLICY APPLICATION (please print or type)

which, upon acceptance and approval by NATIONWIDE LIFE INSURANCE COMPANY—Columbus, Ohio 43216 will become a part of SPECIFIED HAZARD INSURANCE POLICY NUMBER 502-06691817252001 (Home Office Use Only)

1. Name of Plan Sponsor Probation Plus, Inc
 Permanent Mailing Address 665 State Road 207 unit 107 St Augustine FL 32084
(Number) (Street) (City) (State) (Zip) (County)

Policy Term: The policy term starts at 12:01 a.m. on 8-24-17 which is the effective date and ends at 12:01 a.m. on 8-24-18 which is the termination date (up to a 3-month policy term); first renewal date (12-month policy term). St Johns

Covered Activities
 Alternative community service program activities which are sponsored and/or endorsed by the plan sponsor. (605)

4. Maximum Benefit Amounts—the word "None" means the benefit is not included

Benefit Provisions	Maximum Benefit Amounts			
	Class 1	Class 2	Class 3	Class 4
ACCIDENTAL DEATH AND SPECIFIC LOSS with a \$250,000.00 overall maximum for any one accident.				
Death	\$ 1,500.00	\$ 2,500.00	\$ 5,000.00	\$ 7,500.00
Specific Loss (Face Amount).....	3,000.00	5,000.00	10,000.00	15,000.00
MEDICAL EXPENSE				
Accident				
Deductible.....	None	None	None	None
Overall Maximum.....	5,000.00	10,000.00	25,000.00	50,000.00

5. Premium Rates by Class(es) of Eligible Persons—check Class and Medical Expense Plan desired

Class	Eligible Persons (check only one box)	Daily (calendar exposure day or portion thereof) Premium Rates Per Eligible Person	
		<input type="checkbox"/> Medical Expense Primary Plan	<input checked="" type="checkbox"/> Medical Expense Excess Plan
1	<input checked="" type="checkbox"/> All participants or all participants and staff in the alternative community service program activities of the plan sponsor	\$ 0.15	\$ 0.09
2	<input type="checkbox"/> Class 2 Benefits (B43).....	0.18	0.12
3	<input type="checkbox"/> Class 3 Benefits (B43).....	0.24	0.17
4	<input type="checkbox"/> Class 3 Benefits (B43).....	NOT AVAILABLE	0.23

The minimum premium per policy term is \$225.00 if the medical expense primary plan has been elected and \$175.00 if the medical expense excess plan has been elected.

6. The policy is to cover all eligible persons which include participants only (06), or participants and staff (09).
 7. It is understood and agreed that: (a) the premium will be paid entirely by the plan sponsor with no contribution made by the eligible persons toward the cost of the insurance; and (b) premium will be paid as follows: for short-term coverage - in advance as shown on the Premium Report, or in advance based on the total estimated premium due as shown on the Premium Report with an audit at the end of the policy term (BFS1); or for renewable coverage - the minimum premium with this application with the remainder due quarterly in arrears (BFS2).

(NY) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime, and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

50206691814252001
(Previous Policy Number)
8-24-2017
(Date)
Affiliated Underwriters, Inc 090009382
(Agent's Signature and Number)
4076235555
(Agent's Phone Number)

By Debbie Knealey
(Signature of Applicant)
Debbie Knealey office manager
(Printed Name and Title of Applicant)
665 SR 207 #107 St Aug FL 32084
(Address of Applicant)
dkplus@hotmail.com
(Agent's E-mail Address)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

**ATTACHMENT "3-C"
CLAIMS, LIENS, LITIGATION HISTORY**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes No If yes, please attach additional sheet(s) to include: N/A

Description of every action Captions of the Litigation or Arbitration

Amount at issue: N/A Name (s) of the attorneys representing all parties: _____

Amount actually recovered, if any: N/A

Name(s) of the project owner(s)/manager(s) to include address and phone number:
N/A

2. List all pending litigation and or arbitration. None

3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc. None

4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your company. List in detail the type of Lien, date, amount and current status of each Lien.

None

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes No If yes, please explain in detail: _____

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the

judgment became final? Yes No None

If no, please explain why? N/A

7. List the status of all pending claims currently filed against your company:

None

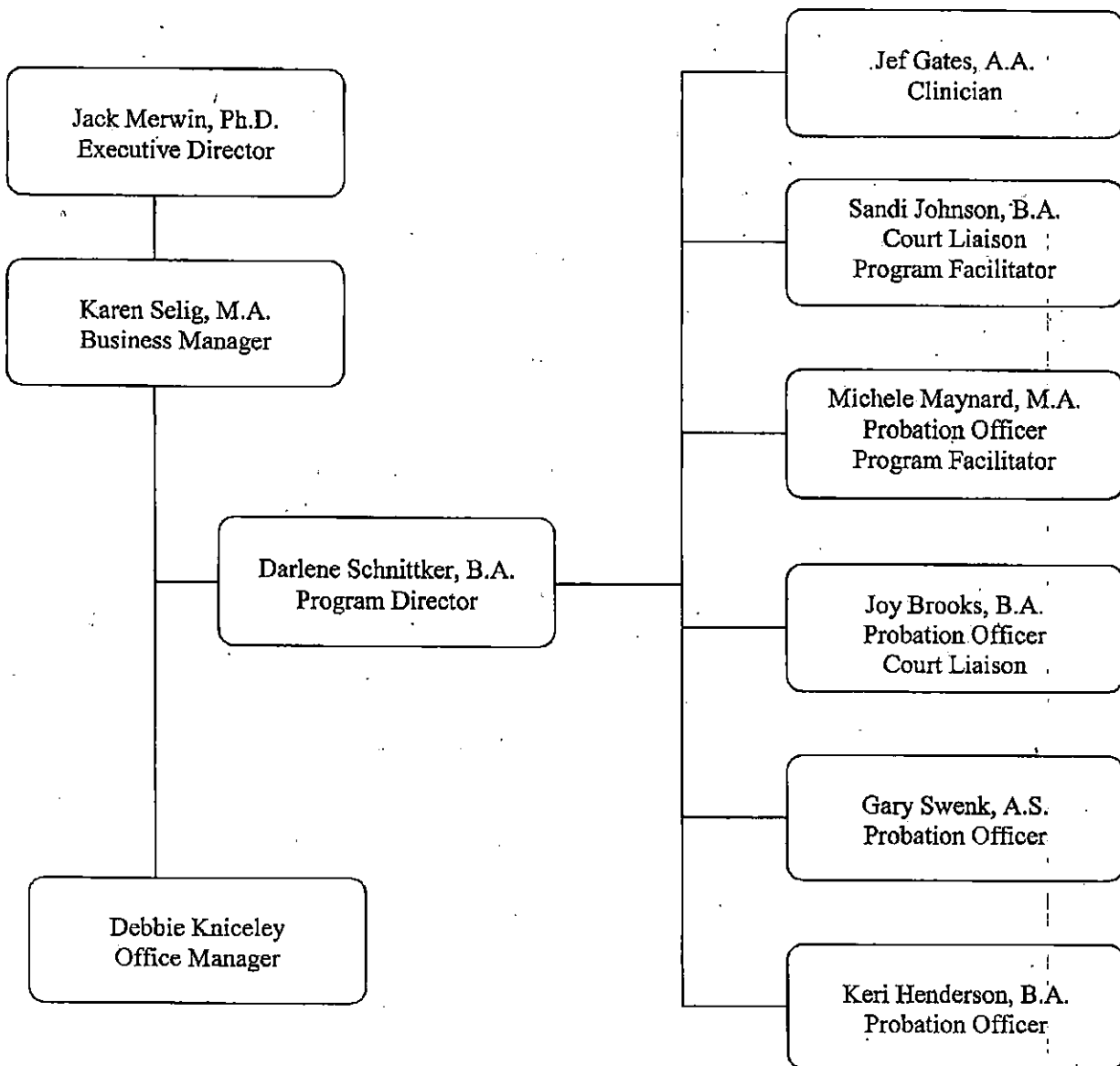
Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes No If yes, please explain in detail: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

**ATTACHMENT "3-D"
COMPANY ORGANIZATION CHART**

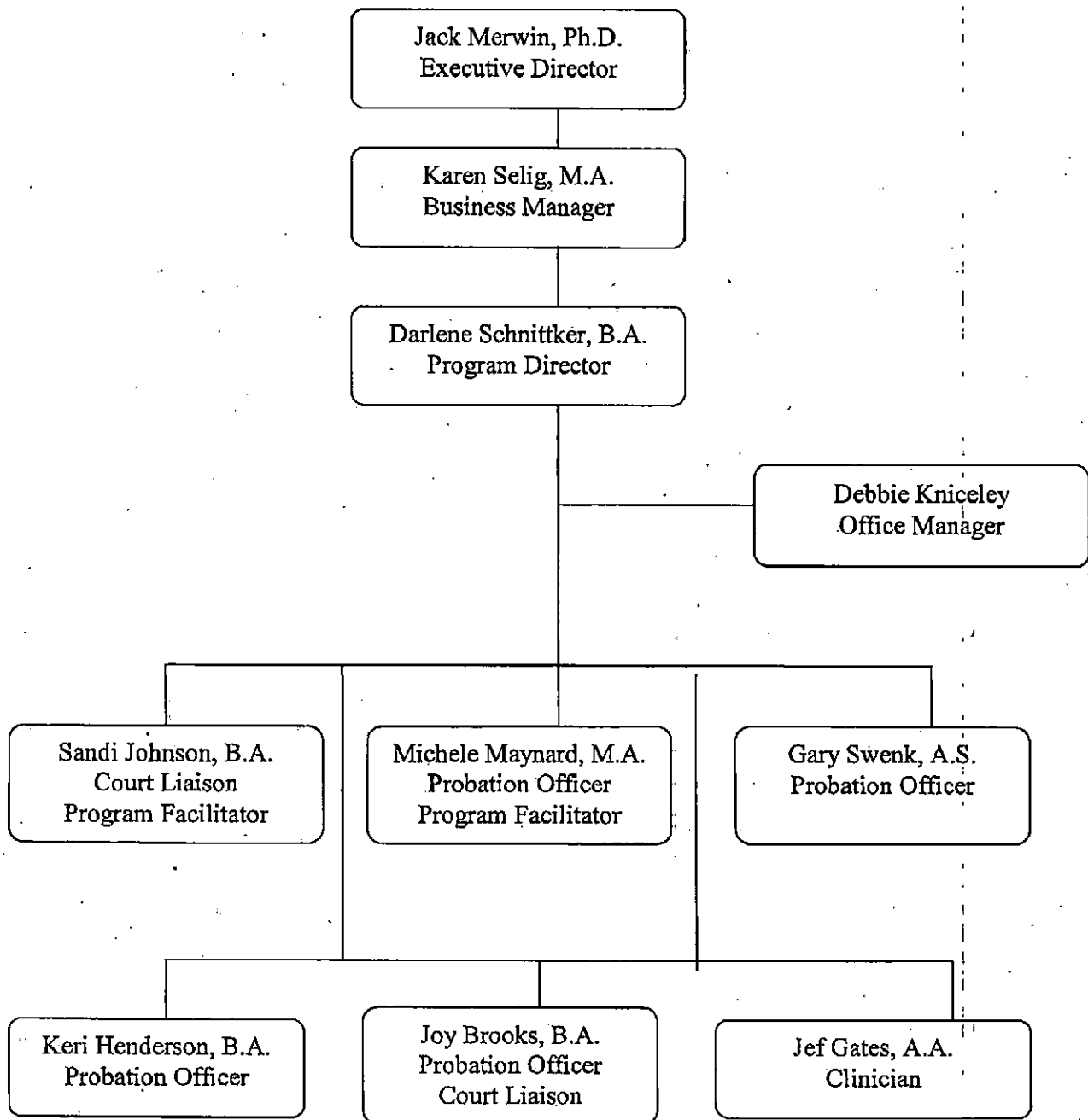


**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "3-E"

PROJECT TEAM ORGANIZATION CHART



**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "3-F"

KEY PERSONNEL LIST

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience
Jack Merwin	Executive Director	18 years	18+ years
Karen Selig	Business Manager	18 years	18+ years
Darlene Schnittker	Program Director	9 years 1 month	9+ years
Debbie Kniceley	Office Manager	7 years 6 months	25+ years
Jef Gates	Clinician	3 years 8months	18 years
Sandi Johnson	Court Liaison Program Facilitator	8 years 8 months	8+ years
Michele Maynard	Probation Officer Program Facilitator	4 years 3 months	24 years
Joy Brooks	Probation Officer Court Liaison	3 years 1 month	3+ years
Gary Swenk	Probation Officer	2 years 7 months	22 years
Keri Henderson	Probation Officer	1 month	1 year

Probation Plus, Inc.

Key Personnel Resumes

Jack Merwin, Ph.D., Executive Director

Dr. Merwin is a licensed psychologist who is Board Certified as a Forensic Expert. He has over 30 years of experience in working closely with various court systems, first in Maryland, then in Florida. In Florida, he has testified as an expert witness in County, State and Federal Courts. He is a recipient of the Distinguished Service Award from the Florida Council on Crime and Delinquency in recognition for his work in developing an innovative pre-trial diversion program in the mid 1980's. His community volunteer service work includes past or present membership in Kiwanis International, Advisory Board member of Association for Retarded Citizens, Board of Directors of St. Francis House homeless shelter and past Vice President of Chapter 26 of the Florida Council on Crime and Delinquency.

Karen Selig, M.A., Business Manager

Ms. Selig is a licensed Marriage and Family Therapist. She has over 30 years of business management experience as the founder and co-director of Psychological Services of St. Augustine. She has also been involved in community development activities through her service on numerous non-profit boards. They include: American Cancer Society, Rotary International (past president and Assistant District Governor), Big Brothers/Big Sisters, The Betty Griffin House, Kids Bridge Family Visitation Center, District Four Child Abuse Task Force, St. Johns County Chamber of Commerce and the St. Johns County Sexual Abuse Intervention Network. Karen is also an alumnus of the Leadership St. Johns class of 2001.

Darlene Schnittker, B.A., Program Director/Probation Officer

Ms. Schnittker graduated from Central Connecticut State University with a Bachelor's Degree in Communication and a minor in Psychology. She started her career at Probation Plus in 2008 as a probation officer and was promoted to her current position of program director in 2010. As director, she supervises probationers while overseeing the seasoned staff. She continues to stay active in the community and current with criminal justice issues. Ms. Schnittker is participating in the new Academy of Law and Homeland Security Advisory Board and the newly convened Batterer Accountability Advisory Board for the Justice for Families Project, which is a collaboration between the Florida Coalition Against Domestic Violence, the Betty Griffin Center in St. Johns County, Lee Conlee House in Putnam County and the St. Johns County Clerk of Court. Prior community involvement includes serving on the boards of EPIC Community Services, the YMCA, Memorial Presbyterian Church, St. Johns County Parks and Recreation Advisory Board and the Vision Committee for St. Johns County.

Probation Plus, Inc.

Key Personnel Resumes, continued

Debbie Kniceley, Office Manager

Ms. Kniceley has served as office manager at Probation Plus for eight years. In that role, she handles all financial transactions, receptionist duties and payroll. Previous experience includes: bookkeeper for Psychological Services of St. Augustine, Inc., co-owner and manager of Kniceley Painting, Inc. and Debbie's Fabric, Inc., and bookkeeper and general manager of Mikee's Art and Craft, Inc., all located in St. Augustine. Prior to moving to St. Augustine, Debbie was a bookkeeper, storeowner and foster parent in Potter County, Pennsylvania.

Jef Gates, A.A., Clinician

Mr. Gates is certified by the National Drug Abuse Training Center and has served as an evaluator, counselor and substance testing clinician for over thirty years. He was previously employed by Psychological Services of St. Augustine for the greater portion of that time prior to joining Probation Plus in 2015. He has also been utilized as a witness specialist for federal, state and misdemeanor courts concerning substance abuse issues.

Michele Maynard, M.A., Probation Officer, Program Facilitator

Ms. Maynard earned her Bachelors Degree in Criminal Justice and Psychology from the University of Dayton. She also holds a Masters degree in Criminal Justice from the University of Cincinnati. Prior to working with the program, she worked several years for Easter Seals Goodwill Industries in New Haven, Connecticut as their Director of Reentry Services providing oversight and management of several programs serving formerly incarcerated individuals. Additionally, she completed a twenty-year career with the Connecticut Department of Correction, retiring at the rank Deputy Warden. Ms. Maynard authored the current Life Skills, Retail Theft and Anger Management programs for Probation Plus and actively facilitates both Life Skills and Anger Management classes.

Gary Swenk, A.S., Probation Officer

Mr. Swenk earned his degree in Fire Science at Broward College in Ft. Lauderdale, Florida. Prior to becoming a member of the Probation Plus team, Gary retired as a State of Florida Law Enforcement Supervisor. Before his law enforcement career, he was a Firefighter and Paramedic with the Deerfield Beach Fire Department. Prior to that he served six years in the United States Navy. Gary has an extensive background in law enforcement investigations and supervision.

Probation Plus, Inc.

Key Personnel Resumes, continued

Sandi Johnson, B.A., Court Liaison, Program Facilitator

Ms. Johnson earned her degree in Education from the University of Florida. She raised her family of four children in Brevard County where she taught school for nine years. Prior to joining the staff of Probation Plus she was the director of the Brevard Museum of History and Natural Sciences and enjoyed a distinguished career as a historical writer, consultant and public relations representative. As the liaison between the misdemeanor courts of St. Johns County and Probation Plus since 2009, she has earned the respect of the judges and the court personnel with her communication skills and her respectful interaction with the defendants placed on probation. Ms. Johnson also acts as the facilitator of the Theft/Fraud Training class, which was developed to serve the criminal justice system as a rehabilitative alternative.

Joy Brooks, B.A., Probation Officer, Court Liaison, Office Assistant, Program Facilitator

Ms. Brooks is a long term resident of St. Johns County. She has a Bachelor's degree in Organizational Management. Ms. Brooks supervises the mail-in probation program at Probation Plus. She also works as a court liaison and provides clerical duties. She is trained as a facilitator of the Level 1 Anger Management course and the Retail Theft course. Ms. Brooks performs the duties of a certified Notary in the state of Florida.

Keri Henderson, B.A., Probation Officer

Ms. Henderson recently moved to St. Augustine from Syracuse, New York. She recently graduated from Kaplan University with her Bachelor degree in Criminal Justice (Magna Cum Laude). Prior to being hired as a probation officer, she worked for the Department of Juvenile Justice as a youth care worker. In this role she was direct care staff of youth detained in the Florida Juvenile Justice System with severe mental health and substance abuse issues. In the community, she is engaged in her children's athletic and academic endeavors throughout the St. Johns County school district. She is also an advocate for restoring the rights of felons after they have served their time. She is active with the Innocence Project that helps to exonerate individuals who are wrongly accused.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "3-G"

LIST OF PROPOSED SUB-CONTRACTORS

Each Respondent shall provide any and all subcontractors or major materials suppliers proposed to perform any portion of work specified herein. All proposed subcontractors are subject to approval by the County.

DIVISION OF WORK NAME AND ADDRESS OF SUB-CONTRACTORS

N/A

(Probation Plus, Inc. does not use Sub-contractors)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

Section 4
Related Experience

Attachment "4-A"

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "4-A"

EXPERIENCE / PAST PERFORMANCE

Respondents shall demonstrate the most recent five (5) projects of similar size / scope as those described herein performed within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Name of Entity/Agency: St Johns County Court Administration

Services Provided: Misdemeanor Probation Supervision

Dates of Service: 1999 to present

Point of Contact Name and Title: Mary Bratos

Point of Contact Email: mbratos@circuit7.org

Phone Number: (904) 824-5617

2. Name of Entity/Agency: State Attorney's Office

Services Provided: Supervision of Deferred Prosecution Agreements

Dates of Service: 1999 to present

Point of Contact Name and Title: Jon Gless, ASA

Point of Contact Email: GlessJ@sao7.org

Phone Number: (904) 209-1620

Point of Contact Name and Title: Valeriy Avanesov

Point of Contact Email: Avanesovv@sao7.org

Phone Number: (904) 209-1620

3. Name of Entity/Agency: Missouri Private Probation Services

Services Provided: Supervision of transfer cases

Dates of Service: 4/4/17 to 12/4/2017

Point of Contact Name and Title: Ana Bray, Probation Officer

Point of Contact Email: anabray76@gmail.com

Phone Number: (573) 775-4002

4. Name of Entity/Agency: Salvation Army Correctional Services

Services Provided: Supervision of transfer cases

Dates of Service: 3/9/17 to 8/31/17

Point of Contact Name and Title: Elma Pope, Probation Counselor

Point of Contact Email: elma.pope@uss.salvationarmy.org Phone Number: (352) 629-2389 ex 305

5. Name of Entity/Agency: Alachua Department of Court Services

Services Provided: Supervision of transfer cases

Dates of Service: ongoing, as needed

Point of Contact Name and Title: Sharon Longworth, Probation Officer

Point of Contact Email: slongworth@alachuacounty.us

Phone Number: (352) 338-7390

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "5-A"

PROJECT APPROACH / METHODOLOGY

See Attached

Probation Plus, Inc.
ATTACHMENT "5-A"

Project Approach / Methodology

As the process of probationary supervision begins in court, Probation Plus, Inc. provides a court liaison officer to attend each misdemeanor court hearing. The liaison officer reports a few minutes before the scheduled time to organize casework materials and to staff cases with the Public Defender, the State's Attorney or private attorneys.

Each judge holds VOP hearings once each month wherein Probation Plus, Inc. provides two liaison officers to handle the caseload. While one officer works in a side room to make appointments, the other officer stays in the courtroom to track cases and provide detailed information about each probationer's performance while on probation.

The court liaison's job is to explain the conditions of probation to the defendant once he/she is placed on probation. The probationer is then given an appointment to report to Probation Plus, Inc. usually within 10 days of the court date, or sooner if directed by the presiding judge. Along with an appointment slip, the probationer is given a map with directions to the Probation Plus, Inc. office and general information about what is expected while on probation.

When the probationer attends his/her intake appointment, each special condition and the standard conditions of probation are explained in detail, ensuring that the client understands the tasks that he/she is required to complete. This most often requires setting up a budget, a payment plan, and a task list that can be reviewed on a monthly basis to assure that the probationer is making adequate progress and staying "on track". At this appointment, the client is assigned to a probation officer who will begin to track and document the client's progress and advocate for his/her success. Probation Plus, Inc. strives to accommodate each client's scheduling needs by providing appointment times from 6:30 a.m. to 4:30 p.m. Monday through Friday and on Saturday as needed. Our training programs are offered during evening hours and on Saturdays as well so as not to interfere with work schedules.

A file is maintained for each probationer that includes: the Judgment/Sentence, Changes in Orders, a List of Prior Offenses, Correspondence, Payment Records, a Photo ID, Release of Information Form, an Affidavit of Firearms Possession, Case Notes and Certificates of Completion of required programs. Upon termination, the file is stored for at least two years from the expiration of the probationary term.

Probation orders generally require supervision of the client for either six months or for 364 days, with the opportunity for early termination upon successful completion of the basic orders as well as any special conditions. Our officers work closely with clients to motivate them to complete their conditions as soon as they possibly can to ensure their success. Many are challenged with poor job skills, poor health, immigration issues, loss of driver's license, etc. and a lack of basic knowledge of how and where to find help to improve their situation. As a result, our initial efforts are fully focused on helping clients to assess and prioritize their immediate needs and to create and implement a personalized probation plan that will allow them to meet all of the conditions of their probation within the time frame of their probationary period.

Probation Plus, Inc.

Project Approach / Methodology, continued

Between the monthly face-to-face meetings, an officer may be involved in assisting clients in ways that go far beyond the court ordered conditions, but that are essential for a successful outcome. These tasks include things like providing assistance with re-instatement of a driver's license, job finding, contacting attorneys, contacting treatment providers, contacting immigration officials, etc.

When probationers are making progress, but near the end of their term still need additional time to pay fees completely, or to complete a required program, or complete community service hours, the Officer may petition the court to request an extension of time. Or, if a probationer is unemployed and unable to pay certain fees, like court costs, we can petition the court on their behalf to allow the probationer to complete additional community service hours in lieu of paying that fee.

In the event that a probationer is arrested for a new offense, the arrest automatically results in a VOP action wherein the probation officer will submit an affidavit and warrant to the presiding judge within fifteen day of the occurrence. This action sets in motion a VOP hearing at which the probation is either terminated or re-instated, depending on the circumstances of the case.

Our business philosophy is based on the fundamental belief that we can only be successful if our clients are successful. To that end, we seek to hire officers with the combined skill sets of a triage nurse, a social worker, a counselor, a teacher, a life-skills coach and at times a drill sergeant. These various skills are mandatory due to the variety of roles we may be required to play in the life of a probationer, from that of an "enforcer" at one extreme, to that of an "advocate" at the other extreme, and everything in-between.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

Section 6
Project Status Report

Attachment "6-A"

Probation Plus, Inc.

ATTACHMENT "6-A"

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

1. Name of Project: Supervision of approximately 500 clients, (those on probation and those having a Deferred Prosecution Agreement with the State).

Project Description: Once an offender has been sentenced by the Judge to complete misdemeanor probation it is our responsibility to guide clients through the process to a successful completion and termination of the case.

Location: Probation Plus, Inc. 665 State Road 207 Unit 107, St Augustine, FL 32084

Owner Name: Jack Merwin and Karen Selig

Start Date/Anticipated Start Date: 1999 to present

Scheduled Completion Date: Ongoing

2. Name of Project: Anti-Theft Correctional Program

Project Description: Our purpose is to provide interactive group sessions which demand the acceptance of responsibility and consequences for one's actions while thoroughly explaining:

- Laws, enforcement and penalties for committing theft or fraud.
- Life management and problem solving skills.
- Prior consideration of possible / probable negative consequences.
- Benefits of positive / productive decision making.
- Seriousness and permanent effects of criminal record.
- Acknowledgement that the choice to steal will become known to all.
- Development of personal plans to prevent future illegal actions.

Location: Probation Plus, Inc. 665 State Road 207 Unit 107, St Augustine, FL 32084

Owner Name: Jack Merwin and Karen Selig

Start Date/Anticipated Start Date: 2004 to present

Scheduled Completion Date: Ongoing

3. Name of Project: Anger Management Class Levels 1, 2 and 3

Project Description: Our purpose is to provide interactive group and individual sessions which demand the acceptance of responsibility and consequences for one's actions while thoroughly exploring:

Probation Plus, Inc.
PROJECT STATUS REPORT

Anger Management Class continued

- Strategies to Manage Stress and Anger
- Conflict Resolution
- Emotional Awareness
- Effective Communication Skills
- Benefits of Forgiveness

Location: Probation Plus, Inc. 665 State Road 207 Unit 107, St Augustine, FL 32084
Owner Name: Jack Merwin and Karen Selig
Start Date/Anticipated Start Date: 2016 to present
Scheduled Completion Date: Ongoing

3. Name of Project: Life Skills Management Group

Project Description: The Life Skills Management Group is designed to help individuals deal more effectively with the general demands of everyday life, which may be contributing to adjustment problems at home, on the job or in the community at large. This treatment/rehabilitation program may be most appropriate for individuals who are caught up in generally self-defeating behaviors which do not readily fit into the more specific Domestic Violence, Anger-Management or Chemical Dependency Programs. This twelve (12) to sixteen (16) week program offers a series of weekly meetings focusing on issues of daily living as they relate to one's overall adjustment. Topics include:

- Time and Money Management
- Effective Decision-Making
- Conflict Resolution
- Problem Solving Techniques
- Personal Development
- Communication Skills Training
- Recreation/Socialization
- Creating a Positive Home Life
- Effects of Drug/Alcohol
- Building Self-Esteem

Although some cases are self-referred, most are court ordered to attend this program as a condition of probation or as a deferred prosecution agreement with the State Attorney's Office. More so than in our other programs, the focus of each week's treatment will be determined by the particular mix of clients present. The individual goals of treatment thus may include issues such as: getting/keeping a job, completing education/career goals, handling financial responsibilities, learning to cope with stress and understanding substance use in the non-addict.

Location: Probation Plus, Inc. 665 State Road 207 Unit 107, St Augustine, FL 32084
Owner Name: Jack Merwin and Karen Selig
Start Date/Anticipated Start Date: 2015 to present
Scheduled Completion Date: Ongoing

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

Section 7
Other Required Forms

Attachments "A" thru "D"

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

**ATTACHMENT "A"
AFFIDAVIT**

**TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA**

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

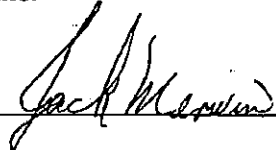
The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF Florida, COUNTY OF St. Johns . Before me, the undersigned authority, personally appeared who, being duly sworn, deposes and says he is Executive Director of Probation Plus, Inc. the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-24, Misdemeanor Probation Supervision Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

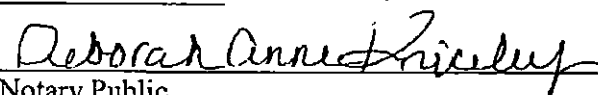
Probation Plus, Inc.
(Proposer)

By Jack Merwin


Executive Director
(Title)

**STATE OF Florida
COUNTY OF St Johns**

Subscribed and sworn to before me this 7th day of December, 2017, by Jack Merwin who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.


Notary Public

My commission expires:



VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

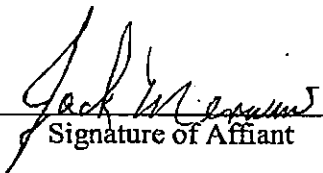
Probation Plus, Inc.

**ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY**

PERTAINING TO THE SOLVENCY OF **Probation Plus, Inc.**, being of lawful age and being duly sworn I, **Jack Merwin**, as **Executive Director**, hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

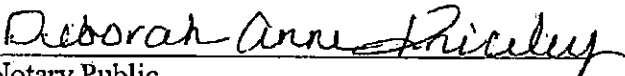
The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this 5th day of December, 2017.



Signature of Affiant

STATE OF **Florida**
COUNTY OF **St Johns**

Subscribed and sworn to before me this 7th day of December, 2017, by **Jack Merwin** who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.



Notary Public

My commission expires:



REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES

Probation Plus, Inc.

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

ATTACHMENT "C"

DRUG-FREE WORKPLACE FORM

The undersigned firm, in accordance with Florida Statute 287.087 hereby certifies that:
Probation Plus, Inc. is not a participant.

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
 2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
 3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
 4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
 5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
 6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.
- As the person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Probation Plus, Inc.

ATTACHMENT "D"

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No 18-24 Misdemeanor Probation Supervision Services
The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County.

Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgment when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

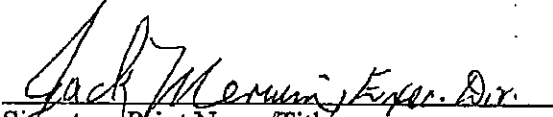
Please check the appropriate statement:

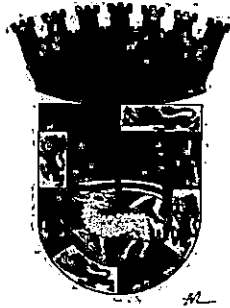
I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.

The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: **Probation Plus, Inc.**

Authorized Representative(s): **Jack Merwin, Executive Director**


Signature Print Name/Title
JACK MERWIN



**ST. JOHNS COUNTY
BOARD OF COUNTY COMMISSIONERS**

**RFP NO: 18-24
REQUEST FOR PROPOSALS**

MISDEMEANOR PROBATION SUPERVISION SERVICES

St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
(904) 209-0150 – Main

FINAL: 10.31.17

REQUEST FOR PROPOSALS (RFP) NO 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES

TABLE OF CONTENTS

PART I: ADVERTISEMENT

PART II: INTRODUCTION

PART III: GENERAL REQUIREMENTS

PART IV: CONTRACT REQUIREMENTS

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

PART VI: ATTACHMENTS/FORMS

PART VIII: OPTIONAL CHECKLIST

PART IX: SEALED RFP MAILING LABEL

ST. JOHNS COUNTY, FL
RFP NO: 18-24 Misdemeanor Probation Supervision Services

PART I: ADVERTISEMENT

Notice is hereby given that St. Johns County, FL is soliciting responses for **RFP No: 18-24 Misdemeanor Probation Supervision Services**. Interested and qualified respondents may submit RFP Packages, according to the requirements described herein, to the St. Johns County Purchasing Department. **All RFP Packages are due by or before 4:00PM (EST) on December 7, 2017.** Any packages delivered to or received after the 4:00PM deadline will not be considered and shall be returned unopened to the addressee.

St. Johns County is soliciting proposals from qualified and experienced vendors for the provision of any and all materials, labor, equipment and programming necessary to provide misdemeanor probation services including, but not limited to, supervision, rehabilitation and probation services for misdemeanor offenders placed on probation by St. Johns County Court judges.

RFP Packages are available for downloading from Onvia Demandstar, Inc., at their website www.demandstar.com, or by calling 800-711-1712 and requesting Document #18-24. Vendors registered with Demandstar may download most packages at no cost from the website. Download fees may apply to vendors not registered on the website. Packages are also available from the SJC Purchasing Department. When making a request provide the full company name, full company address, company phone number, primary contact and email address.

Any and all questions or requests for information relating to this Request for Proposal shall be **submitted in writing** by or before close of business (5:00PM) on November 16, 2017, to the Designated Point of Contact provided below:

Designated Point of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, CPPB, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication may result in disqualification from consideration for award of a contract for these services.

RFP Packages **MUST** be submitted in a **SEALED** envelope/container and clearly marked on the exterior of the package: **RFP 18-24 Misdemeanor Probation Supervision Services**. Each package submitted must have the respondent's name and mailing address marked plainly on the outside of the envelope/container. Each submitted RFP Package shall consist of one (1) original hard-copy, which shall include all required documents and any supplemental information, and one (1) exact electronic copy submitted on a USB drive.

Deliver or Ship RFP Packages to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine FL 32084

Vendors shall not contact, lobby or otherwise communicate with any SJC employee, including any member of the Board of County Commissioners, other than the above referenced individual from the point of advertisement of the RFP until contract(s) are executed by all parties; per SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". According to SJC policy, any such communication shall disqualify the vendor or Contractor from responding to the subject invitation to bid, request for quote, request for proposal, invitation to negotiate or request for proposals and possible debarment for periods up to twelve (12) months.

Any bidder, proposer or person substantially and adversely affected by an intended decision or by any term, condition,

procedure or specification with respect to any bid, invitation, solicitation of proposals or Request for Proposals, shall file with the Purchasing Department for St. Johns County, a written notice of intent to protest no later than seventy two (72) hours (excluding Saturdays, Sundays, and legal holidays for employees of St. Johns County) after the posting either electronically or by other means of the notice of intended action, notice of intended award, bid tabulation, publication by posting electronically or by other means of a procedure, specification, term or condition which the person intends to protest, or the right to protest such matter shall be waived. The protest procedures may be obtained from the Purchasing Department and are included in St. Johns County's Purchasing Manual. All of the terms and conditions of the County's Purchasing Manual are incorporated by reference and are fully binding.

PART II: INTRODUCTION

A. PURPOSE

St. Johns County is soliciting sealed Request for Proposal packages for the purpose of awarding a contract for the provision of any and all materials, labor, equipment, and programming necessary to provide misdemeanor probation services in St. Johns County as required by contract and by the judges of the County Court.

B. TENTATIVE SCHEDULE OF EVENTS

The County proposes the following tentative schedule of events for this Request for Proposals, and subsequent contract award. This schedule is for planning purposes only, and is subject to change, without notice, based upon the County's needs.

Advertisement of Request for Proposals	November 2, 2017
Deadline for Questions / Requests for Information/Clarifications	November 16, 2017
Issuance of Final Addendum	November 22, 2017
Due Date for Submittal of RFP Packages	December 7, 2017
Evaluation Meeting for submitted RFP Packages	December 21, 2017
BOCC Meeting for Approval of Award to Recommended Firm	January 16, 2018
Negotiation of Contract	January 19, 2018
Award of Contract	January 31, 2018

C. DESIGNATED POINT OF CONTACT FOR QUESTIONS/INFORMATION

Any and all questions or requests for information relating to this Request for Proposal shall be submitted *in writing* by or before close of business (5:00PM) on November 16, 2017, to the Designated Point of Contact provided below:

Designated Points of Contact: Diana M. Fye, CPPB, Procurement Coordinator
SJC Purchasing Department
500 San Sebastian View
St. Augustine FL 32084
Email: dfye@sjcfl.us
Fax: (904) 209-0163

In the event the Designated Point of Contact provided above is absent or otherwise unavailable, firms may contact Leigh Daniels, Procurement Supervisor at ldaniels@sjcfl.us.

Interested firms shall not contact any staff member of St. Johns County, including members of the Board of County Commissioners, except the above referenced individual, with regard to this RFP as stated in SJC Purchasing Code 304.6.5 "Procedures Concerning Lobbying". Any such communication shall result in disqualification from consideration for award of a contract for these services.

D. ADDENDA

Any and all clarifications, answers to questions, or changes to this RFP shall be provided through a County issued Addendum, posted on www.demandstar.com. Any clarifications, answers, or changes provided in any manner other

than a formally issued addendum, are to be considered "unofficial" and shall not bind the County to any requirements, terms or conditions not stated herein.

The County shall make every possible, good faith effort to issue any and all addenda no later than seven (7) days prior to the due date for proposals. Any addenda issued after this date, shall be for material, necessary clarifications to the Request for Proposal.

Any and all issued Addenda must be included with all copies of each Respondent's submitted RFP Package. Failure to submit an issued addendum with the submitted RFP Package may result in the Respondent being deemed non-responsive, and being removed from consideration for award.

E. DUE DATE & LOCATION

Packages submitted in response to this Request for Proposal must be delivered to, and received by the SJC Purchasing Department by or before four o'clock (4:00PM) on Thursday, December 7, 2017. Any packages received after this deadline will be deemed unresponsive, and shall be returned to the addressee unopened.

RFP Packages shall be delivered to: St. Johns County Purchasing Department
500 San Sebastian View
St. Augustine, FL 32084
Attn: Diana M. Fye, CPPB, Procurement Coordinator

F. DETERMINATION OF RESPONSIVENESS

The Procurement Coordinator shall make a determination for each respondent, as to the responsiveness of the submitted RFP Package to the requirements provided herein. Any respondent who is not responsive to the requirements of this Request for Proposals may be determined non-responsive, and may be removed from consideration by the Evaluation Committee. Only those respondents who are fully responsive to the requirements herein will be evaluated for consideration of award.

The County reserves the right to waive any minor formality or irregularity in any submitted RFP Proposal. However, any missing information or document(s) that are material to the purpose of the RFP shall not be waived as a minor formality.

G. EVALUATION OF RESPONSES

All responsive RFP Packages shall be evaluated by an Evaluation Committee of no less than three (3) representatives. Each Evaluation Committee Member will receive an electronic copy of all responsive RFP Packages submitted, a copy of the RFP Document with all issued Addenda, an Evaluator's Score Sheet, and an Evaluator's Narrative Sheet. Each Committee Member will evaluate each RFP Package according to the criteria provided herein and will do so individually, with no communication, coordination, or influence from any other individual(s). Scores for each Respondent will be recorded on the Evaluator's Score Sheet, and an explanation of the scores will be provided on the Evaluator Narrative Sheet. A public Evaluation Meeting will be held by the SJC Purchasing Department to record the scores from each Evaluation Committee Member, and to rank the responding firms based on the Evaluation Committee scores.

The County desires to avoid the expense to all parties of unnecessary presentations; however, the County may elect to conduct oral interviews or presentations from one or more of the respondents in order to make a final determination of the top rankings. If the County elects to conduct oral interviews or presentations, a notice of the meeting will be posted, and firms selected to participate in interviews/presentations will be notified.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the Chief Judge of the Seventh Judicial Circuit and the St. Johns County Board of County Commissioners.

H. EVALUATION CRITERIA

It is the intention of St. Johns County to evaluate, and rank the respondents that submit RFP Packages from highest to lowest utilizing the evaluation criteria listed below.

Evaluation of the responses to this RFP will comply with the specific criteria as follows:

<u>Evaluation Criteria:</u>	<u>Maximum Possible Points Per Evaluator:</u>
A. Qualifications of Company, Staff & Sub-Contractors	30
B. Related Work Experience	30
C. Approach to Services/Methodology	20
D. Workload & Availability	10
E. Quality of Submittal	10
Total Maximum Points Possible:	100

I. CONTRACT AWARD

Recommendation shall be made to the Board of County Commissioners by County Staff to enter into negotiations with the highest ranked firm with the intention of coming to agreement over terms and conditions in order to award a Contract for the services described herein.

J. CONTRACT PERFORMANCE

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

PART III: GENERAL REQUIREMENTS

A. INTRODUCTION AND BACKGROUND

St. Johns County Government seeks proposals from qualified individuals/firms for the provision of misdemeanor probation services in St. Johns County. A committee will review the proposals and may, at their discretion, invite one or more proposers for oral presentations. The committee will make a recommendation for award to the Chief Judge of the Seventh Judicial Circuit and the Board of County Commissioners.

St. Johns County is located in Northeast Florida. It encompasses an area of approximately 624 square miles and is located 30 miles south of Jacksonville. It is bordered by Duval County to the north, Atlantic Ocean to the east, Flagler County to the south, and the St. Johns River to the west. The county seat is in the City of St. Augustine. In addition to the City of St. Augustine, other municipalities include the cities of Hastings and St. Augustine Beach. A recent estimate puts the population of the County at over 218,000.

In general, the successful proposer will provide supervision, rehabilitation, and probation services for misdemeanor offenders placed on probation by the County Court. Neither the County nor the Court makes any representations as to the number of cases that will be assigned under the resulting contract.

Since July 1999, Psychological Services of St. Augustine, Inc., d/b/a Probation Plus, has provided misdemeanor probation services for St. Johns County. As of September 30, 2017, the total active caseload was 508. Compensation is limited to that provided by clients via cost of supervision fees. The current contract with Probation Plus expires February 25, 2018.

B. MINIMUM QUALIFICATIONS

Respondents must be currently licensed to do business in the State of Florida.

Respondents must submit supporting documentation establishing number of years in business such as business licenses and Sunbiz report with the company registered as "Active".

Copies of any and all licenses; permits, certifications and any and all other relevant documentation must be submitted with each respondent's RFP Package on **Attachment "3-A", Licenses & Certifications**, provided herein.

County Staff may consider any evidence available regarding financial, technical, other qualifications and abilities of a respondent, including past performance (experience) with the County prior to recommending approval of award to the St. Johns County Board of County Commissioners.

At any point in time during the term of the Contract with the awarded Contractor, County Staff may review records of performance to ensure that the Contractor is continuing to provide sufficient financial support, equipment and organization as prescribed herein. The County may place said contract on probationary status and implement termination procedures if the County determines that a Contractor no longer possesses the financial support, equipment and organization which would have been necessary during the RFP evaluation period in order to comply with this demonstration of competency section.

C. SCOPE OF SERVICES

St. Johns County is seeking a Contractor to provide misdemeanor probation services as required by contract and by the judges of the County Court. These services will include, but may not be limited to, the following:

1. STAFFING

The Contractor shall maintain adequate staffing levels to provide proper liaison with the sentencing Court, to perform the initial intake of persons placed on misdemeanor probation with the Contractor, to properly supervise persons placed on misdemeanor probation with the Contractor, and to appear at all Court hearings involving probationers supervised by the Contractor. The Contractor shall maintain a minimum staffing level of one probation officer per each two hundred (200) probationers.

2. PROGRAMS & SERVICES

The Contractor shall refer probationers to entities that provide services geared toward assisting probationers with successfully completing the terms of their probation. Examples of services include evaluations, counseling, employment, and education. Records of referrals shall be included in the case files.

The Contractor shall cooperate with all treatment agencies, schools, and other programs to which probationers are referred. In any case where a treatment provider, school, or other program does not appear to be providing its proper function, the Contractor shall immediately notify the sentencing Court.

The Contractor shall provide an annual report to the Chief Judge, Administrative County Court Judge, Court Administrator and the County, and other statistical reports as required by the Court or law.

Any new programs proposed by the Contractor to be utilized by those placed on probation in St. Johns County shall be disclosed to the County Court prior to implementation and shall be subject to the review and approval of the County Court.

3. RECORDS

The Contractor shall maintain a separate file containing information on each probationer referred to it. Records shall be maintained by the Contractor for a period of two (2) years from expiration of the probationary term. The information in the file shall include, at a minimum, the name of the probationer, case number, charge(s), probation disposition, correspondence, payment records, and any known prior criminal record.

4. OFFICES

The Contractor shall maintain an office in St. Augustine, but is not precluded from operating satellite offices in other areas of the county.

The Contractor's hours of operation shall be flexible to encourage employment of the probationers. This may include opening the office(s) as early as 6:00 am and/or keeping the office(s) open as late as 7:00 pm some days, as well as maintaining occasional weekend office hours. The office(s) shall be open and staffed to receive probationers Monday through Friday (excluding holidays). The Contractor shall notify the probationers of its hours of operation.

5. JOB ASSISTANCE

The Contractor shall encourage unemployed probationers to improve their employability through schools and training. The Contractor shall assist probationers with securing suitable employment.

6. SPECIAL CONDITIONS

The Contractor shall follow up and enforce special conditions of probation, including, but not limited to:

- a. Payment of restitution, fines, court costs, and cost of supervision fees;
- b. Obtaining evaluations and participating in treatment programs;
- c. Performance of community service; and
- d. Procurement of licenses.

The Contractor shall direct probationers to pay all monetary penalties to the Clerk of Court. Waivers by the sentencing Court of any special condition of probation shall be noted in the case file.

7. ADA & LANGUAGE INTERPRETERS

The Contractor shall have, either on staff or on-call, interpreters to assist the probationer(s) in understanding and meeting the terms of probation.

8. SUPERVISION

- a. **Initial Intake and Counseling** - The Contractor shall conduct an initial face-to-face contact with all probationers, unless waived by the sentencing Court, upon initiation of the probation. The Contractor shall clearly explain all of the terms of the probation to the probationer in a manner that is understandable to the probationer. The Contractor shall verify the probationer's actual home address and place of employment within 30 (thirty) days of the initiation of probation, unless waived by the sentencing Court.
- b. **Probation Supervision** - In addition to the initial intake session noted above, the Contractor is required to have a minimum of one monthly face-to-face contact with all probationers. The Contractor, or the sentencing Court, may require more frequent face-to-face contacts. The contractor shall also require probationers to transmit monthly reports, along with receipts of payment of appropriate monetary obligations, to the Contractor's office. Attendance by probationers at court-ordered counseling sessions is in addition to required contacts with the Contractor.
- c. **Electronic Monitoring** - In addition to activities noted in (1) and (2) above, the Contractor shall ensure that probationers so ordered are electronically monitored. Costs of electronic monitoring shall be borne by the probationers.

9. CHANGE IN ORDERS

Proposed orders of probation violation, probation modification, and/or early termination shall be prepared by the Contractor and shall conform to a format adopted by the County Court.

10. COMMUNITY SERVICE WORK

The Contractor shall refer probationers to approved organizations for completion of community service hours. The Contractor is not permitted to utilize the services of probationers to perform community service work to the benefit of the Contractor.

11. VIOLATIONS OF PROBATION

When a violation of any term/condition of probation is alleged to have occurred, the Contractor shall advise the sentencing Court of the alleged violation(s) by sworn affidavit within 15 (fifteen) days of the occurrence. If the affidavit recommends revocation of probation, the affidavit must include the circumstances under which revocation is being recommended. In any case where the sentencing Court's jurisdiction has been lost prior to all conditions of probation being satisfied by the probationer, the Contractor shall transmit a letter on Contractor letterhead detailing the efforts made by the Contractor to seek compliance with the terms/conditions of probation.

12. TERMINATION OF PROBATION

Upon completion of all terms/conditions of probation, the Contractor shall submit a letter of termination to the sentencing Court on Contractor letterhead. In the event the Contractor recommends termination of probation prior to the Probationer having completed payment of restitution, fines, or court costs, without notifying the sentencing Court that said monetary obligations have not been completely paid, the Contractor shall be responsible for the payment of any remaining restitution, fines, or court costs, unless waived for good cause, by the sentencing Court.

13. EMPLOYEES AND SUBCONTRACTORS

The Contractor shall submit to the Court Administrator or his/her designee a list of the names of all probation employees, including those of any subcontractors or independent contractors to be used by the Contractor, if any. The list shall include education levels and job titles of all probation employees. The Contractor shall submit an updated list not less than once per year. The Contractor shall submit any proposed changes in subcontractors for prior approval by the County Court.

14. CONTRACTOR'S FINANCIAL RECORDS

- a. In addition to maintaining the individual case files, the Contractor shall maintain financial records, capable of being audited, of all fees received, expended, and disbursed by the Contractor. An annual financial report, audited and certified by a licensed, independent Certified Public Accountant, shall be provided to the County and to the Court Administrator, or his or her designee, within 120 (one hundred twenty) days following the close of the Contractor's fiscal year. The certified financial report shall be in such detail as to disclose the revenues, expenses, and disbursements relating to the services provided under the contract. Notes to the financial statements shall disclose any noncompliance with conflict of interest provisions of the contract.
- b. The Contractor shall also record and maintain statistical data concerning the number and types of cases being supervised, terminated, and completed; the number of visits; the hours of community service performed by probationers; and such additional information as may be required by the County Court, the Court Administrator, or the County to assist them in evaluating the effectiveness of the Contractor's activities. A quarterly report shall be submitted to the Chief Judge and Court Administrator, or his/her designee, pursuant statute.
- c. The Contractor shall provide to the Court Administrator, or his/her designee, and the County, a copy of the Contractor's fiscal budget each year within 30 (thirty) days of the beginning of its fiscal year.

15. PUBLIC RECORDS AND OPEN MEETING LAW

The Contractor acknowledges the requirement, insofar as it may be deemed to be acting on behalf of either the County or Court, to comply, when applicable, with Florida public records and open meeting laws.

D. CONTRACTOR EQUIPMENT

The Contractor is required to provide any and all equipment necessary to perform the services stated herein, which are required by the Contract Agreement.

E. SUB-CONTRACTORS

Each Respondent shall submit, with his RFP Package, a list of proposed Subcontractors and major materials suppliers to be used if awarded the contract. A copy of **Attachment "3-G"**, "List of Proposed Subcontractors", provided herein shall be used to submit this information with each RFP Package. Each Respondent shall also provide documentation to fully demonstrate the qualifications of any and all proposed subcontractors and that they have sufficient and relevant experience and credentials to perform the services described herein. This information shall be provided in the form of resumes of all subcontractors including any and all licenses/certifications held, education and experience related information for each subcontractor. If no Subcontractors or major material suppliers are required, so state there on. Any work proposed by the Contractor, that shall be performed by any sub-contractor shall be previously approved by the County, prior to any work being performed.

The County reserves the right to disqualify any Contractor, Subcontractor, Vendor, or material supplier due to previously documented project problems, either with performance or quality.

Subcontractors and other persons and organizations proposed by a respondent and accepted by the County, must be

used on the work for which they were proposed and accepted and shall not be changed except with the written approval of the County, prior to a change being made.

F. FORCE MAJEURE

If awarded on the basis of this proposal, the undersigned pledges to provide the equipment/services as specified in the Proposal and County Specifications barring any delays due to strikes, fires, transportation difficulties or other causes beyond the control of the undersigned.

PART IV: CONTRACT REQUIREMENTS

A. CONTRACT AGREEMENT & TERM

The intent of County Staff is to identify the number one ranked firm through the evaluation process and to recommend to the Board of County Commissioners, to enter into negotiations, and if successful, award a contract with that firm. If negotiations with the number one ranked firm are not successful, the County will end those negotiations, and enter into negotiations with the second ranked firm, until such time as a contract is awarded, or all firms have been exhausted, and the County must reject all proposals.

The Contract Agreement for the services provided herein shall be on a form furnished by St. Johns County. The initial Contract Term shall be for a period of three (3) years, with the opportunity to renew the contract for three (3) one (1) year renewal periods. The extension of this Contract Agreement shall be contingent upon satisfactory performance by the Contractor and the approval of the Court Administrator and Purchasing Department Director. The County is under no obligation under this contract to exercise any of the available extensions.

In the event that a Contract Agreement is attached to the RFP, such attached Contract Agreement is for discussion purposes only, and not necessarily reflective of any Contract that may be ultimately entered into by the County. In the event that a Contract Agreement is not attached to the RFP, it is expressly understood that the Board of County Commissioner's (Board's) preference/selection of any proposal does not constitute an award of a Contract Agreement with the County. It is anticipated that subsequent to the Board's preference/selection of any Proposal, Contract Negotiations will follow between the County and the selected Respondent. It is further expressly understood that no contractual relationship exists with the County until a Contract has been executed by both the County, and the selected Respondent. The County reserves the right to delete, add to, or modify one or more components of the selected Respondent's Proposal, in order to accommodate changed or evolving circumstances that the County may have encountered, since the issuance of the RFP.

The executed agreement between St. Johns County and the awarded Contractor shall be nonexclusive. As such, the County reserves the right to separately identify and bid as an individual project(s) or make separate purchase(s) of any services, parts, materials, supplies and/or equipment pertaining to its misdemeanor probation supervision services, as necessary to serve the best interests of the County.

B. LICENSES, PERMITS & CERTIFICATIONS

The Contractor shall be responsible for acquiring and maintaining any and all necessary licenses, permits, and/or certifications required to perform the work described herein throughout the duration of the Contract. The Contractor shall be solely responsible for paying any and all fines, penalties or fees assessed to the County, or the Contractor, for any lapse in require licenses, permits, or certifications required for any portion of the work.

C. INSURANCE REQUIREMENTS

The Contractor shall not commence work under this Contract until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Contractor shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Contractor has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Contractor of its liability and obligations under this Contract.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida
500 San Sebastian View
St. Augustine, FL 32084

The Contractor shall maintain during the life of this Contract, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Contractor from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Contractor or by anyone directly employed by or contracting with the Contractor.

The Contractor shall maintain Umbrella or Excess Liability Insurance covering workers compensation, commercial general liability and business auto liability with minimum limits of liability of \$1,000,000.

The Contractor shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Contractor shall maintain during the life of this Contract, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Contractor from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Contractor or by anyone directly or indirectly employed by a Contractor.

The Contractor shall maintain during the life of this Contract, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees per Florida Statute 440.02.

In the event of unusual circumstances, the County Administrator or his designee may adjust these insurance requirements.

D. GOVERNING LAWS & REGULATIONS

It shall be the responsibility of the Contractor to be familiar and comply with any and all federal, state, and local laws, ordinances, rules and regulations relevant to the services to be performed under this Contract. The Contract Agreement shall be governed by the laws of the State of Florida and the County both as to interpretation and performance.

E. TERMINATION OF CONTRACT

Failure on the part of the Contractor to comply with any portion of the duties and obligations under the Contract Agreement shall be cause for termination. If the Contractor fails to perform any aspect of the responsibilities described herein, St. Johns County shall provide written notification stating any and all items of non-compliance. The Contractor shall then have seven (7) consecutive calendar days to correct any and all items of non-compliance. If the items of non-compliance are not corrected, or acceptable corrective action, as approved by the County, has not been taken within the seven (7) consecutive calendar days, the Contract Agreement may be terminated by St. Johns County for cause, upon giving seven (7) consecutive calendar days written notice to the Contractor.

In addition to the above, the County may terminate the Contract Agreement at any time, without cause, upon thirty (30) days written notice to the Contractor.

F. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless St. Johns County, Florida, the Seventh Judicial Circuit Court of Florida, and employees from and against liability, claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from performance of the Work, provided that such liability, claims, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to or destruction to tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Sub-Contractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such liability, claim, damage, loss or expense is caused in part by a party indemnified hereunder.

In claims against any person or entity indemnified under this Paragraph by an employee of the Contractor, a

Sub-Contractor, any one directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Sub-Contractor under workers' compensation acts, disability benefits acts or other employee benefit acts.

G. PUBLIC RECORDS

In accordance with Chapter 119 of the Florida Statutes (Public Records Law) and except as may be provided by other applicable State and Federal Law, all proposers should be aware that Request for Proposals and the responses thereto are in the public domain. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law.

PART V: REQUEST FOR PROPOSALS SUBMITTAL REQUIREMENTS

A. RESPONDENT RESPONSIBILITIES

Respondents are responsible for any and all costs associated with developing and submitting an RFP Package in response to this Request for Proposals. Respondents are also solely responsible for any and all costs associated with interviews and/or presentations requested by the County. It is expressly understood, no Respondent may seek or claim any award and/or re-imbursement from the County for any expenses, costs, and/or fees (including attorneys' fees) borne by any Respondent, during the entire RFP process. Such expenses, costs, and/or fees (including attorneys' fees) are the sole responsibility of the Respondent.

All RFP Packages received in response to this Request for Proposals shall become the property of St. Johns County and will not be returned. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of St. Johns County.

By submitting an RFP Package, each Respondent certifies that the proposer has fully read and understands any and all instructions in the Request for Proposals, and has full knowledge of the scope, nature, and quality of work to be performed. All RFP Packages submitted shall be binding for one hundred twenty (120) consecutive calendar days following the submittal due date.

B. TRADE SECRETS

To invoke the provision of Florida Statute 624.4213, Trade Secrets, or other applicable law, the requesting firm must mark each page of such document or specific portion of a document claimed to be a trade secret must be clearly marked as "trade secret." All material marked as a trade secret must be separated from all non-trade secret material, such as being submitted in a separate envelope clearly marked as "trade secret." If the office or department receives a public records request for a document or information that is marked and certified as a trade secret, the office or department shall promptly notify the person that certified the document as a trade secret.

To invoke the provisions of Florida Statute 812.081, Trade Secrets, or other applicable law, the requesting firm must complete an Affidavit for Trade Secret Confidentiality, signed by an officer of the company, and submit the affidavit with the information classified as "Trade Secret" with other proposal documents. The affidavit must reference the applicable law or laws under which trade secret status is to be granted.

C. USE OF COUNTY LOGO

Pursuant to, and consistent with, County Ordinance 92-2 and County Administrative Policy 101.3, the Contractor may not manufacture, use, display, or otherwise use any facsimile or reproduction of the County Seal/Logo without express written approval of the Board of County Commissioners of St. Johns County, Florida.

Respondents shall not include the St. Johns County Seal/Logo in any part of their submitted RFP Package. In the event a package is submitted to the County with the County's Seal/Logo included, the County reserves the right to find the submitting firm non-responsible to the requirements provided herein, which may result in the respondent being removed from consideration for award of a contract under this RFP.

D. RFP PACKAGE SUBMITTAL FORMAT

All RFP Packages must follow the same format, and shall be evaluated partially based on the Respondent's ability to follow the instructions herein. To receive points from evaluation, the RFP Package format must sufficiently address and demonstrate all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the RFP Packages. All RFP Packages must include the following components:

<u>Section</u>	<u>Topic</u>
1	Cover Page
2	Cover Letter
3	Company & Staff Qualifications and Resources <ol style="list-style-type: none">Attachment "3-A" – Licenses and CertificationsAttachment "3-B" – Certificate(s) of InsuranceAttachment "3-C" – Claims, Liens, Litigation HistoryAttachment "3-D" – Company Organization ChartAttachment "3-E" – Project Team Organization ChartAttachment "3-F" – Key Personnel ListAttachment "3-G" – Proposed Sub-Contractors
4	Related Experience <ol style="list-style-type: none">Attachment "4-A" – Experience/Past Performance
5	Project Approach to Services/Methodology <ol style="list-style-type: none">Attachment "5-A" – Project approach/methodology narrative
6	Workload & Availability <ol style="list-style-type: none">Attachment "6-A" – Project Status Report
7	Other Required Forms <ol style="list-style-type: none">Attachment A – St. Johns County AffidavitAttachment B – Affidavit of SolvencyAttachment C – Drug-Free WorkplaceAttachment D – Conflict of Interest DisclosureAny Issued Addenda

E. RFP PACKAGE COMPONENTS

All of the components outlined below must be included with each copy of the RFP Package and submitted as follows: one (1) hard copy original on 8 1/2" X 11" pages, numbered, 1 inch margins, typewritten with Times New Roman style and 12 size font, and one (1) exact electronic copy on USB drive. Additionally, all headings, sections and sub-sections shall be identified appropriately. The electronic version on USB Drive must be an identical copy of the original hard copy in pdf format.

In order to insure a uniform review process and to obtain the maximum degree of comparability, it is recommended that proposals be organized in the manner specified as follows:

Section 1: Cover Page – Each Respondent shall use the cover page provided in Part VII: Attachments/Forms

Section 2: Cover Letter – Each Respondent shall provide a cover letter. Include the original signed cover letter with the original proposal and a copy of the cover letter with the PDF copy of the proposal. The cover letter should provide the following:

- Full legal company name,
- Physical street address and mailing address if different than street address (include location address of office that will perform the services under this Contract),
- Primary company phone and fax numbers and email address,
- Company type, i.e. Corporation, Partnership, etc.,
- Names and titles of principals,
- Brief statement of company history (date of establishment, number of years in business, number of

- employees, etc.),
- Brief description of business philosophy, and
- Reason for interest in submitting a response to this solicitation.

Section 3: Company & Staff Qualifications and Resources

In this section, respondent shall provide evidence that the firm has qualified and experienced staff to perform the scope of services required for this project. In addition, provide a brief summary of the firm's overall capabilities relative to the Sports Tourism Study as outlined in the scope of services relative to this project.

3-A. Licenses/Certifications

In this section of the package, firms shall provide a list and copies of all current licenses and certifications. Minimum documentation shall be shown by completing and submitting **Attachment "3-A"** – License/Certification.

3-B. Certificate of Insurance

In this section, firms shall provide copies of Certificate(s) of Insurance providing evidence of all coverages as specified in Section IV above and submitted as **Attachment "3-B"** – Certificates of Insurance. (Prior to issuance of an executed contract, awarded respondent shall provide a Certificate of Insurance naming St. Johns County as "Additional Insured".)

3-C. Claims, Liens, Litigation History

In this section of the package, firms shall provide a list of all claims, liens and/or litigation history for the past seven (7) years by completing and submitting **Attachment "3-C"** – Claims, Liens, and Litigation History.

3-D. Company Organization

In this section firms shall submit Company Organization Chart reflecting the organization of the company by submitting **Attachment "3-D"** – Company Organization Chart.

3-E. Project Team Organization

In this section firms shall submit names, titles and organization of the proposed project team by submitting **Attachment "3-E"** – Project Team Organization Chart.

3-F. Key Personnel

In this section of firms shall submit evidence of qualified personnel shown on the Project Organization Chart who are proposed to perform the scope of work by completing all information and submitting **Attachment "3-F"** – Key Personnel List. The personnel list shall include any one who will be performing the responsibilities of a project manager, marketing and trends researcher, project administration and any other key position for this project. Brief comprehensive resumes should be provided for each staff member listed.

3-G. Proposed Sub-Contractors

In this section, firms shall submit evidence of qualified sub-contractors proposed to perform any portion of work specified herein by completing all information and submitting **Attachment "3-G"** – List of Proposed Sub-contractors. Brief comprehensive resumes, including any and all licenses/certifications held, should be provided for each sub-contractor listed. All proposed sub-Contractors are subject to approval by the County.

Section 4: Related Experience

In this section of the package, firms shall provide evidence that the firm has successfully provided misdemeanor probation supervision services. Proof shall be provided by completing and submitting the following information and attachment:

4-A. Previous Experience

In this section firms shall provide a list of the most recent five (5) similar projects worked on in the past five (5) years. Respondents shall provide the following information for this category: entity/agency for which services were provided, brief description of services performed, total dollar value of services performed, dates of services performed, and name, email address and phone number of point of contact for reference verification. This

information shall be submitted on **Attachment "4-A"** – Experience/Past Performance.

References shall be checked by the Purchasing Department, for the number one ranked firm, to verify capability to perform the work, and responsibility to fulfill the requirements of the contract.

Section 5: Approach to Services/Methodology

In this section of the package, firms shall provide a written narrative describing the proposed approach and methodology for performing the services required for supervising probationers by submitting **Attachment "5-A"** – Project Approach/Methodology.

Section 6: Workload & Availability

In this section, firms shall demonstrate the current workload being carried by the submitting firm, including but not limited to: ongoing projects, upcoming projects, estimated completion dates for both by completing and submitting **Attachment "6-A"** – Project Status Report.

Section 7: Other Required Forms – Each Respondent shall submit in this section of the RFP Package the following forms:

- **Attachment "A"** – Affidavit,
- **Attachment "B"** – Affidavit of Solvency
- **Attachment "C"** – Drug-Free Workplace Form,
- **Attachment "D"** – Conflict of Interest Disclosure, and
- Signed copies of any issued addenda

[Remainder of this page left intentionally blank]

PART VI: EVALUATORS'S SCORE SHEET EXAMPLE

**ST. JOHNS COUNTY FLORIDA
BOARD OF COUNTY COMMISSIONERS**

DATE:
**PROJECT: RFP 18-24, Misdemeanor Probation
Supervision Services**

CRITERIA RANKING:

Respondents	A. Qualifications of Company, Staff and Sub-Contractors 0 to 30	B. Related Work Experience 0 to 30	C. Project Approach to Services / Methodology 0 to 20	D. Workload & Availability 0 to 10	E. Quality of Submittal 0 to 10	TOTALS 0 to 100

SIGNATURE OF RATER: _____ PRINT NAME: _____ DATE: _____

PART VII: ATTACHMENTS/FORMS

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

COVER PAGE

**SUBMIT ONE (1) HARD-COPY ORIGINAL
AND ONE (1) EXACT ELECTRONIC COPY ON USB DRIVE TO:**

**PURCHASING DEPARTMENT
ST. JOHNS COUNTY
500 SAN SEBASTIAN VIEW
ST. AUGUSTINE FLORIDA 32084
ATTN: Diana M. Fye, CPPB, Procurement Coordinator**

COMPANY NAME: _____

MAILING ADDRESS: _____

DATE: _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ATTACHMENT "A"

AFFIDAVIT

TO: ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS
ST. AUGUSTINE, FLORIDA

At the time the proposal is submitted, the Respondent shall attach to his proposal a sworn statement.

The sworn statement shall be an affidavit in the following form, executed by an officer of the firm, association or corporation submitting the proposal and shall be sworn to before a person who is authorized by law to administer oaths.

STATE OF _____ COUNTY OF _____. Before me, the undersigned authority, personally appeared _____ who, being duly sworn, deposes and says he is (Title) of _____ (Firm) the respondent submitting the attached proposal for the services covered by the RFP documents for RFP No: 18-24, Misdemeanor Probation Supervision Services.

The affiant further states that no more than one proposal for the above referenced project will be submitted from the individual, his firm or corporation under the same or different name and that such respondent has no financial interest in the firm of another respondent for the same work, that neither he, his firm, association nor corporation has either directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this firm's proposal on the above described project. Furthermore, neither the firm nor any of its officers are debarred from participating in public contract lettings in any other state.

(Proposer)

By _____

(Title)

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this _____ day of _____, 20____, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

VENDOR ON ALL COUNTY PROJECTS MUST EXECUTE AND ATTACH THIS AFFIDAVIT TO EACH PROPOSAL.

REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES

ATTACHMENT "B"
AFFIDAVIT OF SOLVENCY

PERTAINING TO THE SOLVENCY OF {insert entity name}, being of lawful age and being duly sworn I, {insert affiant name}, as {insert position or title} (ex.CEO, officer, president, duly authorized representative, etc.) hereby certify under penalty of perjury that:

1. I have reviewed and am familiar with the financial status of above stated entity.
2. The above stated entity possesses adequate capital in relation to its business operations or any contemplated or undertaken transaction to timely pay its debts and liabilities (including, but not limited to, unliquidated liabilities, unmatured liabilities and contingent liabilities) as they become absolute and due.
3. The above stated entity has not, nor intends to, incur any debts and/or liabilities beyond its ability to timely pay such debts and/or liabilities as they become due.
4. I fully understand failure to make truthful disclosure of any fact or item of information contained herein may result in denial of the application, revocation of the Certificate of Public Necessity if granted and/or other action authorized by law.

The undersigned has executed this Affidavit of Solvency, in his/her capacity as a duly authorized representative of the above stated entity, and not individually, as of this ___ day of _____, 20__.

Signature of Affiant

STATE OF _____)

COUNTY OF _____)

Subscribed and sworn to before me this ___ day of _____, 20__, by _____ who personally appeared before me at the time of notarization, and who is personally known to me or who has produced _____ as identification.

Notary Public

My commission expires:

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ST. JOHNS COUNTY BOARD OF COUNTY COMMISSIONERS

ATTACHMENT "C"

DRUG-FREE WORKPLACE FORM

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

_____ does:

Name of Firm

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the danger of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the contractual services that are described in St. Johns County's request for proposals to provide bond underwriter services a copy of the statement specified in paragraph 1.
4. In the statement specified in paragraph 1, notify the employees that, as a condition of working on the contractual services described in paragraph 3, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to; any violation of Florida Statute 893, as amended, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction or plea.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Consistent with applicable provisions with State or Federal law, rule, or regulation, make a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1 through 5.

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

Signature

Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ATTACHMENT "D"

**St. Johns County Board of County Commissioners
CONFLICT OF INTEREST DISCLOSURE FORM**

Project (RFP) Number/Description: RFP No 18-24 Misdemeanor Probation Supervision Services

The term "conflict of interest" refers to situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting a consultant's/contractor's professional judgment in completing work for the benefit of St. Johns County ("County"). The bias such conflicts could conceivably impart may inappropriately affect the goals, processes, methods of analysis or outcomes desired by the County.

Consultants/Contractors are expected to safeguard their ability to make objective, fair, and impartial decisions when performing work for the benefit of the County. Consultants/Contractors, therefore must there avoid situations in which financial or other considerations may adversely affect, or have the appearance of adversely affecting the consultant's/contractor's professional judgement when completing work for the benefit of the County.

The mere appearance of a conflict may be as serious and potentially damaging as an actual distortion of goals, processes, methods of analysis or outcomes. Reports of conflicts based upon appearances can undermine public trust in ways that may not be adequately restored even when the mitigating facts of a situation are brought to light. Apparent conflicts, therefore, should be disclosed and evaluated with the same vigor as actual conflicts.

It is expressly understood that failure to disclose conflicts of interest as described herein may result in immediate disqualification from evaluation or immediate termination from work for the County.

Please check the appropriate statement:

- I hereby attest that the undersigned Respondent has no actual or potential conflict of interest due to any other clients, contracts, or property interests for completing work on the above referenced project.
- The undersigned Respondent, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts or property interests for completing work on the above referenced project.

Legal Name of Respondent: _____

Authorized Representative(s):
Signature _____ Print Name/Title _____

Signature _____ Print Name/Title _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ATTACHMENT "3-A"

LICENSES/ CERTIFICATIONS

In the space below, each Respondent shall list all current licenses, permits and/or certifications held relative to the required services as provided herein.

Each Respondent shall attach a copy of each current license, permit and/or certification listed below to his proposal as instructed.

License Name	License #	Issuing Agency	Expiration Date

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "3-B"

CERTIFICATES OF INSURANCE

(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

**ATTACHMENT "3-C"
CLAIMS, LIENS, LITIGATION HISTORY
(Complete and Submit)**

1. Within the past 7 years, has your organization filed suit or a formal claim against a project owner (as a prime or subcontractor) or been sued by or had a formal claim filed by an owner, subcontractor or supplier resulting from a construction dispute? Yes _____ No _____ If yes, please attach additional sheet(s) to include:

Description of every action Captions of the Litigation or Arbitration

Amount at issue: _____ Name (s) of the attorneys representing all parties:

Amount actually recovered, if any: _____

Name(s) of the project owner(s)/manager(s) to include address and phone number:

2. List all pending litigation and or arbitration.
3. List and explain all litigation and arbitration within the past seven (7) years - pending, resolved, dismissed, etc.
4. Within the past 7 years, please list all Liens, including Federal, State and Local, which have been filed against your Company. List in detail the type of Lien, date, amount and current status of each Lien.

5. Have you ever abandoned a job, been terminated or had a performance/surety bond called to complete a job?

Yes _____ No _____ If yes, please explain in detail:

6. For all claims filed against your company within the past five-(5) years, have all been resolved satisfactorily with final judgment in favor of your company within 90 days of the date the judgment became final? Yes _____ No _____ If no, please explain why? _____

7. List the status of all pending claims currently filed against your company:

Liquidated Damages

1. Has a project owner ever withheld retainage, issued liquidated damages or made a claim against any Performance and Payment Bonds? Yes _____ No _____ If yes, please explain in detail:

(Use additional or supplemental pages as needed)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "3-D"
COMPANY ORGANIZATION CHART
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "3-E"
PROJECT TEAM ORGANIZATION CHART
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

**ATTACHMENT "3-F"
KEY PERSONNEL LIST**

In the space below, list all qualified personnel who are permanent employees of the company that may be utilized to perform the required scope of services. Attach brief but comprehensive resumes for each staff member listed below

Employee Name	Employee Title	# Years Employed	Total # Yrs. Experience

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ATTACHMENT "3-G"

LIST OF PROPOSED SUB-CONTRACTORS

Each Respondent shall provide any and all subcontractors or major materials suppliers proposed to perform any portion of work specified herein. All proposed subcontractors are subject to approval by the County.

DIVISION OF WORK

NAME AND ADDRESS OF SUB-CONTRACTORS

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

ATTACHMENT "4-A"

EXPERIENCE / PAST PERFORMANCE

Respondents shall demonstrate the most recent five (5) projects of similar size and scope as those described herein performed within the past five (5) years. The required information shall be submitted in the spaces provided below. St. Johns County reserves the right to request additional information.

1. Name of Entity/Agency: _____
Services Provided: _____

Dates of Service: _____
Point of Contact Name and Title: _____
Point of Contact Email: _____ Phone Number: _____

2. Name of Entity/Agency: _____
Services Provided: _____

Dates of Service: _____
Point of Contact Name and Title: _____
Point of Contact Email: _____ Phone Number: _____

3. Name of Entity/Agency: _____
Services Provided: _____

Dates of Service: _____
Point of Contact Name and Title: _____
Point of Contact Email: _____ Phone Number: _____

4. Name of Entity/Agency: _____
Services Provided: _____

Dates of Service: _____
Point of Contact Name and Title: _____
Point of Contact Email: _____ Phone Number: _____

5. Name of Entity/Agency: _____
Services Provided: _____

Dates of Service: _____
Point of Contact Name and Title: _____
Point of Contact Email: _____ Phone Number: _____

(Additional pages may be attached)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "5-A"
PROJECT APPROACH / METHODOLOGY
(Attach or insert copy here)

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "6-A"

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

1. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ **Scheduled Completion Date:** _____

2. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ **Scheduled Completion Date:** _____

3. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ **Scheduled Completion Date:** _____

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

Full Legal Company Name: _____

ATTACHMENT "6-A" (Continued)

PROJECT STATUS REPORT

(Complete and Submit, include projects in progress or anticipated within next 12 to 24 months)

4. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

5. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

6. Name of Project: _____

Project Description: _____

Location: _____

Owner Name: _____

Start Date/Anticipated Start Date: _____ Scheduled Completion Date: _____

(Use additional or supplemental pages as needed)

PART VIII: OPTIONAL CHECKLIST

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**


SECTION	RFP PACKAGE COMPONENTS	CHECK BOX
Section 1	Cover Page	
Section 2	Cover Letter	
Section 3	Company & Staff Qualifications and Resources:	
	Attachment "3-A" – Licenses/Certifications	
	Attachment "3-B" – Certificates of Insurance	
	Attachment "3-C" – Claims, Liens, Litigation History	
	Attachment "3-D" – Company Organization Chart	
	Attachment "3-E" – Project Team Organization Chart	
	Attachment "3-F" – Key Personnel List	
	Attachment "3-G" – List of Proposed Sub-Contractors	
Section 4	Related Experience:	
	Attachment "4-A" – Experience/Past Performance	
Section 5	Attachment "5-A" – Project Approach / Methodology	
Section 6	Attachment "6-A" – Project Status Report	
Section 7	Other Required Forms:	
	Attachment "A" – St. Johns County Affidavit	
	Attachment "B" – Affidavit of Solvency	
	Attachment "C" – Drug-Free Workplace Form	
	Attachment "D" – Conflict of Interest Disclosure Form	
	Acknowledged (signed) Addenda	

PART IX: SEALED RFP MAILING LABEL

**REQUEST FOR PROPOSALS (RFP) NO: 18-24
MISDEMEANOR PROBATION SUPERVISION SERVICES**

**Cut along the outer border and affix this label
to your sealed bid envelope to identify it as a
"Sealed RFP"**

SEALED RFP • DO NOT OPEN	
SEALED RFP NO.:	<u>18-24</u>
RFP TITLE:	<u>Misdemeanor Probation Supervision Services</u>
DUE DATE/TIME:	<u>Thur., December 7, 2017. @ 4:00 p.m.</u>
SUBMITTED BY:	<u>Company Name</u>
	<u>Company Address</u>
	<u>Company Address</u>
DELIVER TO:	St. Johns County Purchasing Dept. ATTN: Diana M. Fye, CPPB 500 San Sebastian View St St. Augustine FL 32084



END OF DOCUMENT