

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



September 8, 2014

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OFFICE OF THE COMPTROLLER
2008 E. 8th Avenue
Tampa, FL 33605

Request for Proposal

Title: Prisoner Transport Service

RFP No: 14-14

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A); the Special Provisions (Part B); the Technical Specifications (Part C); and the Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said proposal package must be the basis upon which all proposals are offered and the same (the entire proposal package) must be kept together and returned, intact, by the time and at the place herein specified. The proposer must manually sign the General Terms and Provisions (Part A) and Proposal Response (Part D). Any questions concerning this proposal package should be directed to the Buyer whose name appears above.

When awarded, this proposal package will become part of the "**Contract Document**". The Proposer's signature of Affirmation and Declaration constitutes the Proposer's agreement to the terms therein. **READ THE ENTIRE PROPOSAL CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

**WHEN SUBMITTING A SEALED PROPOSAL, ALL PACKAGES OR ENVELOPES SHOULD BE CLEARLY MARKED AS ON THE OUTSIDE OF THE ENVELOPE.
THIS IDENTIFICATION SHOULD INCLUDE THE PROPOSAL NUMBER, PROPOSAL TITLE AND DATE DUE.**

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	PROPOSED SCHEDULE OF EVENTS	DATE
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	9/22/14
2	SUBMIT LETTER OF INTENT	ASAP – NO DEADLINE
5	DEADLINE TO SUBMIT PROPOSAL	OCTOBER 6, 2014
6	AWARD NOTIFICATION TARGET DATE	NOVEMBER 15, 2014

LETTER OF INTENT

The undersigned hereby acknowledges the Terms and Conditions, Provisions and Specifications and intends to respond to the Hillsborough County Sheriff’s Office Request for Proposal No. 14-14 Prisoner Transport Services.

We understand that all information regarding this RFP including amendments, addenda, clarifications, Q & A etc. will be posted to the HCSO website at www.hcso.tampa.fl.us on the Purchasing page under this bid number which shall be considered the official method of communication. Communicating directly with those who intend on responding to the RFP via the authorized individual below is a courtesy.

NAME TITLE

COMPANY NAME

EMAIL ADDRESS

TELEPHONE NUMBER FAX NUMBER

SIGNATURE

THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER, JANICE WILDER,
AT jwilder@hcso.tampa.fl.us or FAXED TO 813-242-1826

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
2008 E 8th Avenue
Tampa, FL 33605

September 17, 2014

VENDOR: NAME

SUBJECT: Request for Proposal Number 14-14

PROPOSAL TITLE: Prisoner Transport Services

BID OPENING DATE & TIME: October 6, 2014 3:00 PM EDT

PLACE: Sheriff's Operation Center
Purchasing Office, Room 125
2008 E. 8th Avenue
Tampa, Florida 33605

Proposals will be received until the time and date shown and will be read aloud immediately thereafter at the "Place" indicated above.

PRE-PROPOSAL CONFERENCE – NONE.

PART A - GENERAL TERMS AND PROVISIONS:

1. Proposal Responses: Proposals must be contained in a SEALED envelope or package addressed to: David Gee, Sheriff, 2008 E 8th Avenue, Tampa, Florida 33605. To prevent inadvertent opening, the proposal package must be marked as a PROPOSAL DOCUMENT (including the proposal number) on the outside of the envelope.

If our specifications, when included in our Request for Proposal, are not returned with your proposal, and no specific reference is made to them in your proposal, it will be assumed that all specifications will be met. When material, sketches, cuts, descriptive literature, vendor's or manufacturer's specifications which accompany the proposal contain information that can be construed or is intended to be a deviation from our specifications, such deviations must be specifically referenced in your proposal response .

2. Delivery of Proposal: The responsibility for getting the proposal to the Sheriff's Office on or before the stated time and date will be solely and strictly the responsibility of the vendor. The Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The vendor shall be responsible for reading very carefully and understanding completely the requirements in the specifications. Proposals will not be accepted after the time specified for receipt. Such proposals shall be returned to the vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals".
3. On-Line Documents: The Hillsborough County Sheriff's Office is publishing documents on its web page at www.hcso.tampa.fl.us for the convenience of vendors wanting to do business with the Sheriff. This service is public record and the Sheriff is responsible only for documents as published. Any modifications or alterations to the original document language may be cause for rejection of a proposal.
4. Time for Consideration: Vendors warrant by virtue of proposing that the prices quoted in his proposal will be good for an evaluation period of sixty (60) calendar days from the date of proposal opening unless otherwise stated. Vendors will not be allowed to withdraw or modify their proposals after the proposal opening time and date.
5. The Hillsborough County Sheriff's Office requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data

contained within a proposal must be clearly stated in the proposal itself. Proprietary information submitted in response to the Request for Proposal will be handled in accordance with applicable Hillsborough County procurement regulations.

6. **Prices:** All proposal responses submitted must show the net proposal price after any and all discounts allowable have been deducted. Price(s) offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the Sheriff's Office is tax-exempt for materials sold directly to them. The Sheriff will issue exemption certificates to the successful vendor when requested.

The Vendor's attention is directed to the fact that the tax laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, apply to this proposal matter and that all applicable taxes and fees shall be deemed to have been included in the Vendor's proposal as part of his materials cost, when applicable.

7. **Proposal Obligation and Disposition:** The contents of the proposal and any clarifications thereto submitted by the successful Vendor shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All proposals become the property of the Hillsborough County Sheriff's Office and will not be returned to the Vendor.

8. **Laws, Statutes and Ordinances:** The terms and conditions of the Request for Proposal and the resulting contract or activities based upon the Request for Proposal shall be construed in accordance with the laws, statutes and ordinances applicable to Hillsborough County. Where State Statutes and regulations are referenced, they shall apply to this Request for Proposal and to the resulting contract. The successful proposer shall, at all times observe and comply with all Federal, State, local and municipal laws, ordinances, rules and regulations in any way affecting the contract.

9. **Familiarity with Law:** The Vendor is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Vendor will in no way relieve him from responsibility.

10. **Proposal Submittal Costs:** Submittal of a proposal is solely at the cost of the vendor and the Sheriff's Office in no way is liable or obligates itself for any cost accrued to the vendor in preparing the submitted proposal.

11. **Public Entity Crimes:** Pursuant to Chapter 287.132/133 of the Florida Statute (F.S.), effective July 1, 1989, the Hillsborough County Sheriff, as a public entity, may not accept any proposal from, award any contract to, or transact any business in excess of the threshold amount provided in Section 287.017, F.S., for Category Two (currently \$25,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to Section 287.133 (3)(f), F.S. If you submit a proposal in response to this request, you are certifying that Florida Statute 287.132 and 287.133 does not restrict your submission.

12. **Compliance with Occupational Safety and Health Act (O.S.H.A.):** Vendor certifies that all material, equipment, etc., contained in his/her proposal meets all O.S.H.A. requirements.

13. **Public Record:** Any material submitted in response to this Request for Proposal will become a public document pursuant to Section 119.07, Florida Statutes. This includes material which the respondent might consider to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to Section 119.07, Florida Statutes. Public Records. The awarded Vendor or Contractor agrees to comply with Florida Statute 119.0701 regarding maintenance and provision of access to all public records generated by this contract with the Hillsborough County Sheriff's Office.

14. **Disputes:** Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within 72 hours (excluding official holidays, Saturdays and Sundays) to the HCSO Purchasing Department by registered mail or hand deliver for which a receipt must be provided.

The Buyer will have five business days upon receipt of the dispute notice to review the issues with the stakeholders and evaluation committee if necessary and consider the dispute as written. The Proposer may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

The Comptroller may concur with the recommendation or arrive at a separate decision. The decision of the Comptroller will be communicated to the Proposer in writing. This decision and the basis upon which it was made will be communicated within 5 business days following the receipt of the recommendation from the Buyer. A single appeal of the Comptroller’s decision is available by submitting a notice in writing within 72 hours (excluding official holidays, Saturdays and Sundays) of receiving the Comptroller’s decision requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 15. Specifications: Attached.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

“Signature On File”

By _____
Christina R. Porter, CPA
Comptroller

- 16. General Terms and Provisions outlined above are acknowledged. Our proposal is attached.

Company Name **Date**

Print Name/Title

SIGNATURE _____

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 16. EACH VENDOR’S PROPOSAL AND ANY CLARIFICATIONS TO THAT PROPOSAL AS WELL AS ALL AMENDMENTS OR ADDENDA TO THIS DOCUMENT SHALL BE SIGNED BY AN OFFICER OF THE COMPANY OR A DESIGNATED AGENT EMPOWERED TO BIND THE COMPANY IN CONTRACT. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED ON THE SPECIFICATION PAGE OR PART D1 EXCEPTIONS.

PART B - SPECIAL CONDITIONS

1. GENERAL REQUIREMENTS

The purpose of this Request for Proposal (RFP) is to select through a competitive sealed proposal process, a contractor capable of providing the best value to the Hillsborough County Sheriff's Office (HCSO) for Prisoner Transport Services on an ongoing contractual basis. Services will include intra-state and interstate transport of prisoners to and from locations designated by the HCSO. The contractor must comply with and will be governed by all Federal, State and Local laws and regulations as they pertain to the contractor's services and contractor's employees.

2. SCOPE OF WORK

The awarded contractor will be responsible for scheduling the pick-up and delivery of prisoners being extradited or otherwise transferred to or from an HCSO detention facility: the Orient Road Jail at 1201 Orient Road, Tampa, Florida 33619 or the Falkenburg Road Jail, 520 N. Falkenburg Road Tampa, Florida 33619. Warrants or legal documents transferring custody of the prisoner will be provided by the HCSO. The contractor's transport personnel must be adequately trained in security and safety issues present when transporting potentially violent criminals. Vehicles must be adequately equipped. Customer service, use of technology, experience, training and risk management will be factors considered in the selection of a service provider. Subcontracting of any services specified herein is not acceptable. Any proposal utilizing subcontractors will not be considered.

3. PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference will be held. Specifications are not unique and are generally governed by statute and policy, though the specifications described in Part C and the entire document should be thoroughly read and understood. Questions regarding the specifications will be received by the Buyer up until 72 hours prior to the deadline for submittals.

4. SITE VISITS

Site visits are not applicable to this Scope of Work. Prisoner pick up locations will be variable and numerous. Hillsborough County prisoner delivery site is singular and can be toured by the awarded vendor prior to commencement of service if requested. Part of the Proposer's expertise will be in locating, contacting and properly entering and exiting jail and prison sites across the country.

5. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer: Janice Wilder, Senior Procurement Analyst, at jwilder@hcsotampa.fl.us or by fax at 813-242-1826.

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at www.hcsotampa.fl.us. This will include Q & A responses, amendments, addenda etc.

Interested vendors planning on submitting a proposal should notify the Buyer by use of the Letter of Intent form included herein. The person(s) indicated on the Letter of Intent will be notified directly by email of all new information pertinent to the RFP including addenda, amendments and Questions and Answers (Q & A) etc. However, the official method of notification is the HCSO website. Failure to submit a Letter of Intent does not preclude a vendor from bidding.

7. PREPARATION AND SUBMITTAL OF PROPOSALS

- a. All proposals shall be signed in ink by the authorized principle of the firm. A signature of acknowledgement to the Part A General Terms and Conditions is required on page seven (7) and a signature of affirmation is required on page sixteen (16).
- b. All attachments to the RFP requiring signature acknowledgement by the proposer (e.g. amendments) are to be returned with the proposal response.
- c. Proposal responses are to be submitted in a sealed package. The face of the package shall indicate the RFP name, number and time and date of the public opening. (A label is provided herein for either use or example).

- d. Proposals must be received by the Hillsborough County Sheriff's Purchasing Office not later than the Opening time and date shown on page five (5). Proposers mailing their proposals should allow for normal mail time to ensure receipt of their proposals prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the Sheriff's Office after the acceptance date will not be considered and will be returned unopened marked "Received after the deadline for Opening of proposals". Proposals will be publicly opened at the time and date specified.
- e. All proposals must include one (1) original hard copy, (3) additional hard copies and one (1) electronic copy in Windows compatible format such as .pdf on USB flash drive or CD. **The ORIGINAL HARD COPY WILL BE MARKED AS SUCH on the front of the document and will be considered the OFFICIAL PROPOSAL RESPONSE.** Electronic copies will be utilized by evaluation committee members for review and to maintain an electronic file. Hard copies may be bound in any fashion but should not vary from an 8-1/2 x 11 page size. Cover letters are not required but if used should be limited to a brief introduction and summary not to exceed two pages.

8. ACCEPTANCE AND REJECTION

The Sheriff, Hillsborough County, Florida, reserves the right to reject any or all proposals, for cause, to waive irregularities, if any, in any proposal, and to accept the proposal or proposals which in the judgment of the Sheriff is in the best interest of Hillsborough County. The Sheriff reserves the right to select the proposer that will best meet the needs of the Hillsborough County Sheriff's Office, and the selection will not necessarily be made solely on cost as the proposal process utilized is not a competitive bid process. Persons or entities submitting proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified. After evaluation of the proposals received and approval by the Sheriff, all proposers will be notified of the selection.

9. PROPOSER QUALIFICATIONS

Proposals shall be considered only from providers who can clearly demonstrate to the Sheriff's Office a professional ability to perform the type of work specified within the Request for Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the Sheriff. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, the Sheriff reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities and organization of the proposer. The Sheriff shall determine whether the evidence of responsibility and ability to perform is satisfactory, and will make awards only when such evidence is deemed satisfactory. The Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the work specified within the RFP.

10. EVALUATION CRITERIA

Initially all proposals submitted will be reviewed to determine if the proposer is both responsive in terms of the completeness of the proposal package and responsible as per the qualifications outlined in paragraph nine (9) above. Proposals determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria relate directly to information required in Part D Proposal Response and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Part D Proposal Response offers details of the criteria below.

- A. Proposer's Corporate, Financial and Organizational Capability and Support, Insurance and Risk Management practices, Policy and Procedure Manual. Type and number of vehicles, vehicle design and equipment, Fleet maintenance practices and providers, GPS systems, network of offices.
- B. Personnel qualifications, screening, hiring, training and performance evaluation practices.
- C. References from current customers. Law suits filed in last five years and their outcome (settlements or court orders).
- D. Services – Customer Services, Technology, Website
- E. Added Value – List those innovations or additional services or features which you feel bring added value to your service.
- F. Price/Cost – Basic fees calculated on mileage. Fees per prisoner type (male, female, juvenile).

11. EVALUATION AND AWARD PROCESSES

The Hillsborough County Sheriff's Office reserves the right to award this contract to the proposer whose proposal in the opinion of the Sheriff best serves the requirements of the Sheriff's Office. The successful proposal will be determined utilizing both price and evaluation criteria outlined above. An Evaluation Committee will be appointed. Once each member of the Evaluation Committee has independently reviewed and ranked each proposal, the committee will meet and discuss the results of their initial rankings as compiled by the Buyer. Each proposal will be then be reviewed in a joint committee meeting for compliance with technical and administrative requirements. The committee may ask for clarifications which shall be communicated to the proposer through the Buyer. The committee may also decide to interview or request oral presentations from the top ranked proposers which shall be arranged by the Buyer.

Once the committee reaches a consensus the Buyer will communicate the committee recommendation for award through the chain of command for final approval by the Sheriff or his representative. The Sheriff's Office intends to make a selection announcement no later than sixty (60) calendar days after the deadline for submission of proposals

12. TERMS OF CONTRACT

- a. **Term.** The contract shall cover a one (1) year initial period. Upon mutual agreement, the contract may be renewed for three (3) one year renewal periods based upon negotiations of service delivery and costs. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the Comptroller and the agent of the Contractor.
- b. **Insurance.** The Contractor shall not commence any work in connection with this Contract until he has obtained all the following types of insurance and such insurance has been approved by the Hillsborough County Sheriff's Office. All insurance policies shall be with insurers qualified and doing business in Florida. The Contractor will provide a copy of the Certificates of Insurance naming the Hillsborough County Sheriff's Office "All Locations".

1) Worker's Compensation and Employer's Liability Insurance

The Contractor shall take out and maintain during the life of this Contract, Worker's Compensation Insurance as required by law for all employees connected with the work of this service. Additionally, the Contractor will maintain Employer's Liability Insurance to provide employee coverage for those hazardous instances which may not be covered by Worker's Compensation. Such insurance shall comply fully with the Florida Worker's Compensation Law. Employer's Liability insurance shall be provided in amounts not less than \$500,000 per incident for bodily injury by accident; \$500,000 policy limit by disease; and \$500,000 per employee for bodily injury by disease.

2) Contractor's Public Liability and Property Damage Insurance

The Contractor shall take out and maintain during the life of this Contract, Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance and shall protect him/her from claims for damage for personal injury, including accidental death, as well as claims for property damage which may arise from operations under this Contract whether such operations be by himself or by anyone directly or indirectly employed by himself, and the amounts of such insurance shall be the minimum limits as follows:

- Comprehensive General Liability to include contractual liability shall be in the amount of no less than \$1,000,000 combined single limit
- Automobile liability with \$1,000,000 combined single limit

- c. **Equal Employment Opportunity.** The successful Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
- d. **Warranty Against Contingent Fees.** The successful Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Contractor

for the purpose of securing business.

- e. **Subcontracts.** The Contractor will not sell, assign, transfer, nor convey any of its rights except with the written consent of the Sheriff or his designee.
- f. **Termination with or without cause.** When deemed to be in the best interest of the Hillsborough County Sheriff's Office, any contract(s) resulting from this specification may be canceled by the following means:

- Ten (10) calendar days written notice with cause, or;
- Thirty (30) calendar days written notice without cause.

At the sole discretion of the HCSO, the contractor may be offered the opportunity to cure a default or breach of contract. In such event, the notice of default will include the required cure and the time period to effect the cure which will not exceed thirty days. If the contractor fails to remedy the condition to the satisfaction of the HCSO within the given time the HCSO may immediately terminate the contract.

If it becomes necessary to terminate the agreement/contract without cause, all services and/or materials provided through the date of receipt of written notice of cancellation may be invoiced to the Hillsborough County Sheriff's Office and will be considered for payment providing documentation of said expenses are forwarded with the request for payment.

- f. **Recovery of Expense due to Failure to Perform.** The services rendered under this contract will be critical to the mandated responsibilities of the Sheriff. Therefore, the Contractor will reimburse the Sheriff for all expenses incurred by the Hillsborough County Sheriff's Office in providing services which are the responsibility of the Contractor. Such expenses shall be reduced from the monthly payment due the Contractor.
- g. **Indemnification and Hold Harmless Agreement.** The Contractor agrees to indemnify and hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors. The Contractor agrees to hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from any injury or damage sustained by any person or property in consequence of any neglect in safeguarding contract work, by the Contractor, its agents or sub-contractors or from any claims or amounts arising or uncovered under any law, by-law, ordinance, regulation or decree.
- h. **Payment for Services.** The Hillsborough County Sheriff's Office shall pay the successful Contractor for the provision of designated services during the term of the contract at the rates indicated in the proposal response.
- i. **Licensing.** It is the responsibility of the Contractor to have and maintain the appropriate licenses and certificates valid for the agency to operate and for all employees to carry out the duties of the assignment.

13. ESCALATION/DE-ESCALATION

The Hillsborough County Sheriff's Office will allow an escalation/de-escalation provision in this contract. The escalation/de-escalation will be allowed provided the Awardee(s) notify the Hillsborough County Sheriff's Office of the Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each one (1) year period for which the contract was awarded. Said notification shall be accompanied by explanation and evidence of increased cost incurred by the Awardee. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

14. NEXT LOW BIDDER

In the event of a default by the Contractor the Hillsborough County Sheriff's Office reserves the right to utilize the next best responsive and responsible proposer.

15. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal that the HCSO has the right to withhold all information regarding this procurement **until after contract award**, including but not limited to: the number of proposals received; competitive technical information; competitive price information; and the HCSO evaluation concerns about competing Proposals. Information releasable after award is subject to the disclosure requirements of the Florida Public Records Act. Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

16. APPROPRIATIONS OF FUNDS

The Hillsborough County Sheriff, as an entity of Government, is subject to the appropriation of funds by the Hillsborough County Board of County Commissioners in an amount sufficient to allow continuation of its performance in accordance with the terms and conditions of any contract entered into as a result of this request for each and every fiscal year following the fiscal year in which this contract is executed and entered into and for which the contract shall remain in effect. The Hillsborough County Sheriff's Office shall, upon receipt of notice that sufficient funds are not available to continue its full and faithful performance under the contract, provide prompt written notice of such event and effective thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

17. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO not more frequently than on a weekly basis for services completed in the prior week. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed forty-five (45) calendar days from date of receipt of a properly approved application/invoice as per state statute. The HCSO strives to make payments within thirty days unless disputed. No late fees may be imposed until after forty-five days of the invoice date. ACH and Purchasing Card payments are preferred and available upon request and authorization.

Unless Purchasing Card payments are arranged, a purchase order will be issued annually at the beginning of the HCSO fiscal year (October 1st) or any remaining portion thereof for an estimated amount to cover the given period. At a minimum, an invoice shall show the purchase order number, prisoner name, date and location of pick-up, date and location of delivery, mileage and any other billable cost. It is a requirement of the HCSO that the Division Commander, or their designee, review and approve all invoices prior to the HCSO remitting payment whether payment is by check, ACH or credit card.

Invoices should be addressed to:

Hillsborough County Sheriff's Office
Accounts Payable
P.O. Box 3371
Tampa, FL 33601

Alternately, invoices may be emailed to accountspayable@hcsotampa.fl.us .

18. EXCEPTIONS TO PROPOSAL REQUIREMENTS: All proposals must clearly and with specificity detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Provisions (Part A), The Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal (Part D) or appended thereto. Proposers are hereby advised that the Hillsborough County Sheriff will only consider proposals that meet the specifications and other requirements imposed upon them by this package. In instances where an exception is stated upon the Proposal (Part D), said proposal will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said proposal does not meet the exact requirements imposed upon proposer by the General Terms and Provisions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).

PART C - TECHNICAL SPECIFICATIONS

1. RESPONSIBILITIES OF THE CONTRACTOR

- a. At the request of the Hillsborough County Sheriff's Office (HCSO), the contractor shall assume custody of prisoners under the jurisdiction of the HCSO and provide intrastate and/or interstate transportation of said prisoners to and from locations designated by the HCSO. The contractor will provide secure vehicles in compliance with all Department of Transportation regulations. The contractor will provide properly trained, equipped, licensed and armed transportation officers.
- b. The contractor shall assume sole responsibility and liability for the safety, security and control of prisoners in accordance with all Federal, State and Local laws and regulations, the American Correctional Association guidelines as well as the HCSO written policies and procedures. Federal and State laws include but are not limited to the Federal Regulation of Prisoner Transport Companies 42 U.S. Code 13726b, the Federal Motor Vehicle Safety Act, the Interstate Transportation of Dangerous Criminals Act and F.S. 944.597.
- c. The contractor will contact the agency either releasing or accepting custody the prisoner a minimum of twelve (12) hours prior to estimated arrival to verify availability, location and special instructions.
- d. The contractor shall deliver prisoners held in another jurisdiction to the HCSO's facilities within six (6) days from the date of pickup unless the HCSO designates a shorter period of time.
- e. The contractor shall immediately report to the HCSO unusual incidents, emergencies and/or controversial situations that arise in the performance of their services. For the purpose of definition, "unusual incident, emergency, or controversial situations" includes but is not limited to the following: any act of violence by a prisoner or other passengers; any escape or attempted escape of a prisoner, or any other breach of security; any excessive delay in the transportation of a prisoner; any medical condition of a prisoner or other passenger requiring emergency medical treatment; any mechanical failure that would normally require formal reports to a regulatory agency; and any refusal of law enforcement agencies to release a prisoner to the contractor as authorized by the HCSO.
- f. In the event of delays in delivering prisoners to the specified destination, whether or not beyond the contractor's control, including inclement weather or mechanical malfunctions, the contractor shall provide for all prisoner costs, except medical, related to such delays, including but not limited to food and lodging.
- g. The contractor shall be fully responsible for insuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the contractor's failure to meet the pickup deadline, the HCSO shall be relieved of any and all costs associated with the pickup.
- h. At a minimum the contractor shall provide:
 - i. A dedicated customer service representative to act as the HCSO's primary point of contact for all issues relating to the transportation of prisoners.
 - ii. Global Position Satellite (GPS) equipped vehicles in the transportation of all prisoners.
 - iii. Website access for placing orders, providing cost estimates and tracking the progress of the prisoners in transport.

2. RESPONSIBILITIES OF THE HCSO

- a. The HCSO will be responsible for providing documentation of the legality of the transport as well as all information regarding each prisoner such as criminal history, flight risk analysis, health conditions and medical requirements.
- b. The HCSO shall provide the contractor with a pickup deadline for all prisoners. The HCSO will provide contact and location information for the law enforcement agency releasing or accepting custody of each prisoner being transported.
- c. The HCSO shall have the right to cancel a pick-up order within twenty-four (24) hours of placing the pick-up order

with no financial obligation. Any other cancellation may be made only with the consent of the contractor.

3. REFUSAL AND/OR INABILITY TO TRANSPORT

- a. The contractor shall have the right to refuse to transport any individual whose condition or behavior, in the opinion of the driver, would be detrimental or dangerous to the safety of the vehicle or its passengers. In the event the driver refuses to transport any such individual, the HCSO shall be notified immediately, prior to leaving the pick-up location, and there shall be no charge to the Department.
- b. If upon arrival at the holding agency, the contractor learns that the prisoner has a contagious disease that was unknown to the contractor and the HCSO, the contractor shall immediately contact the HCSO for further instructions. If the prisoner is transported, transport shall be made in such a manner as to ensure the well-being of all other occupants. If the prisoner cannot be transported, the HCSO shall not be subject to a penalty charge.
- c. In the event the prisoner is unavailable, due to the fault of the HCSO, the HCSO shall be responsible for the costs incurred which are directly attributed to the trip to the facility, but no more than 50% of the original trip cost. In the event the contractor fails to contact the holding facility (12) hours prior, the HCSO shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable. In any case, the HCSO shall not be subject to a penalty charge.

4. CONTRACTOR EMPLOYEE QUALIFICATIONS, TRAINING AND IDENTIFICATION

- a. All Employees of the contractor involved in the pick-up and transportation of prisoners shall have a law enforcement background, or have successfully completed a training program focused on the control of prisoners and safety of themselves, the public and the prisoner.
- b. A copy of the contractor's job qualification, screening processes and training requirements must be submitted with the proposal response. Include the number of training hours required, subject and type of instruction. Training should include but not be limited to self-defense, use of weapons, use of restraints, use of force, searches, CPR and defensive driving.
- c. Training maximizing safety and liability issues should be ongoing. Though the contractor assumes all liability during transport, the HCSO intends to contract only with a company which demonstrates responsible and professional attention to preventing as well as effectively handling the types of incidents that could occur in these situations. Evidence of risk management can be demonstrated in the contractor's approach to selection and preparation of the vehicle; possible vehicle accidents; securing and placement of the prisoner in the vehicle; acquiring prisoner information; transporting special needs prisoners; gender of the prisoner; restraint equipment used; searching the prisoner; the number of prisoners to transport; nature of the transportation; distance and route of the transportation; medical purposes of the transportation; using commercial aircraft; officer weapons involved; number of officers required for the transport; and communications required during the transport. Include with your proposal response your policy manual addressing safety and liability issues such as these.
- d. All employees of the contractor involved in the pick-up and transport of prisoners shall be required to dress in a professional manner and shall be required to wear a uniform bearing the company logo. Street/casual clothes (i.e. jeans, T-shirts with popular printed material, sandals, "flip-flops" etc.) are not acceptable. If the contractor's employees are not properly attired the holding authority may not release the prisoner(s), and the contractor shall not be compensated for the trip. Include with your proposal response the dress code requirements for transporting employees as well as a list of equipment issued, required or allowed.

PART D - PROPOSAL RESPONSE

The undersigned understands that this Proposal **must be signed** in ink and that an **unsigned** Proposal will be considered incomplete and subject to rejection by the Hillsborough County Sheriff's Office.

SUBJECT TO DEVIATIONS STATED BELOW, THE UNDERSIGNED, BY THE SIGNATURE EVIDENCED, REPRESENTS THAT THE PROPOSER ACCEPTS THE TERMS, CONDITIONS, MANDATES, AND OTHER PROVISIONS OF THE FOREGOING GENERAL TERMS AND CONDITIONS (PART A), THE SPECIAL PROVISIONS (PART B) AND THE TECHNICAL SPECIFICATIONS (PART C), SAID DOCUMENTS BEING THE STRICT BASIS UPON WHICH THE SAID PROPOSER MAKES THIS PROPOSAL.

* * * USE INK ONLY * * *

ALL THE FOLLOWING INFORMATION MUST BE HEREUPON GIVEN FOR THIS

PROPOSAL TO BE CONSIDERED BY THE HILLSBOROUGH

COUNTY SHERIFF'S OFFICE

1. EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HILLSBOROUGH COUNTY SHERIFF'S OFFICE. **ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 18 OF THE SPECIAL PROVISIONS (PART B).**

The following represents every deviation (itemized by number) to the foregoing General Terms and Provisions (Part A), the Special Conditions (Part B) and the Technical Specifications (Part C), upon which this Proposal is based, to wit:

2. VENDOR NAME AND ADDRESS

FEDERAL TAXPAYER IDENTIFICATION NUMBER _____

Check One () Individual () Partnership () Corporation

TELEPHONE NUMBER (_____) _____ FAX NUMBER: (_____) _____

RFP CONTACT PERSON: _____

OUR COMPANY HAS BEEN IN BUSINESS UNDER ITS PRESENT NAME SINCE: _____

The undersigned has carefully examined the proposal package and all conditions affecting the cost of the service required by the Hillsborough County Sheriff's Office.

The undersigned certifies that any exceptions to the proposal specifications are noted on the attached exceptions form. All specifications not noted thereon are as requested. The undersigned also understands that any exceptions presented after the award, may be cause for cancellation of award.

We hereby propose to furnish the services described herein in accordance with the proposal package, except as noted on attached Exceptions Form:

At this present time we understand all requirements and state that as a serious proposer we will comply with all the stipulations included in the proposal package.

The above named Proposer affirms and declares:

1. That the Proposer is of lawful age and that no other person, firm or corporation has any interest in this proposal or in the contract proposed to be entered into;
2. That this proposal is made without any understanding, agreement, or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. That the Proposer is not in arrears to Hillsborough County or the Sheriff upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the Sheriff;
4. That no officer or employee or person whose salary is payable in whole or in part from the County Treasury is, shall be or become interested, directly or indirectly, surety or otherwise in this proposal; in the performance of the contract; in the supplies, materials, equipment, and work or labor to which they relate; or in any portion of the profits thereof.

The undersigned also agrees that this proposal shall remain open for an evaluation period of sixty (60) calendar days following the opening of proposals.

Respectfully submitted,

PLEASE PRINT - By _____

Title _____

Date _____

Signature _____

3. PROPOSAL RESPONSE SECTION:

Please include in your proposal response details that will evidence how your plans and programs will provide the HCSO with efficient and quality transport services. As mentioned in Part B Special Conditions, Paragraph 10, the outline below corresponds with the criteria on which we will evaluate your proposal in reference to our needs and to the proposals of others. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives, examples or forms, reports etc. Section pages provided.

	<u>Possible Points</u>
A. Corporate and Financial Organization and Support	20 Points
1. Financial Statements	
2. Organizational Chart and Company History, Key Personnel Experience/Resumes, Office Locations/ Networks	
3. Insurance Coverage and Risk Management Practices. Law suits filed in last five years and their outcome (court ordered settlement, settle out of court).	
4. Policy and Procedure Manual	
5. Type and number of vehicles, vehicle design and equipment, fleet maintenance practices and providers.	
B. Personnel	20 Points
1. Qualifications and Screening Practices	
2. Training – Hours required, subjects, type of instruction,	
3. Supervision and Performance evaluation practices	
4. Uniforms, Personal Equipment	
C. Service Offerings	20 Points
1. Customer Service – Describe how orders are placed, hours of operations, availability of staff, who (staff level) would be our dedicated representative, etc.	
2. Website Functions	
3. Technology – GPS systems	
D. References from current customers. Minimum of three.	20 Points
E. Added Value – List those innovations, technology applications or additional services or features which bring added value to your service.	20 Points
F. Price/Cost – Basic fees calculated on mileage.	20 Points

Section Cover Page

Proposal Response Section A - Company Overview

Financial Statement

Organizational Structure, Company History (Years in Business)

Management/ Key Personnel – Resumes and Experience

Office Locations/Networks

Insurance Certificates

Risk Management Practices

Law Suit History

Policy and Procedure Manual

Vehicles – types, number, equipment, maintenance schedules, maintenance providers

Section Cover Page

Proposal Response Section B - Personnel

Provide a list of the various job positions of employees that provide transport, description of job duties, qualifications, licensing requirements and pay scale for each.

Describe screening processes (background checks, drug screening etc.) for transporters/drivers.

Describe all training required.

Include number of hours of training required, subjects, type of instruction. Describe any ongoing training available or staff development opportunities.

Describe supervision provided, performance evaluation and disciplinary procedures as documented in your personnel policy.

Provide your transport staff turnover ratio company wide.

Describe dress code requirements or provide photograph of uniformed transport officer.

Section Cover Page

Proposal Response Section C – Service Offerings

Provide overview of Customer Service operations, how orders are placed
Hours of Operation, Availability of Staff

Dedicated Service Representative

Provide examples of forms used such as
transport history report, invoice, incident reports

Provide Website address and describe customer services available at website

Verify use of GPS systems in transport vehicles.
Describe other technologies used in service provision.

Section Cover Page

Proposal Response Section D – References and Lawsuits

Provide a minimum of three references of current customers.

Include:

Company Name and address
Contact Person Name, phone number, email address

Provide a list of any current or pending law suits and the status of each.

Provide a list of all lawsuits within the past five years and the outcomes.

Describe your interpretation of the risk and liability involved in providing this service and what steps your company takes to reduce and eliminate such risk.

Section Cover Page

PROPOSAL RESPONSE SECTION E – ADDED VALUE

List those innovations, technology applications or additional services or features which bring added value to your service.

PROPOSAL EVALUATION MATRIX

Vendor Name: _____

Criteria	Points Allowed-130	Awarded
A. Company Overview	20	_____
B. Personnel	20	_____
C. Services	20	_____
D. References/Legal	20	_____
E. Added Value	20	_____
F. Price/Cost (Price Score to be calculated by Buyer using this formula:) $\frac{\text{Lowest Cost}}{\text{Cost Being Evaluated}} \times \text{Maximum Points Available} = \text{Awarded Points}$	20	_____

G. What are the strongest points of this proposer?

H. What are the weakest points of this proposer?

I. General comments/clarifications/questions

Name of evaluator _____ Date _____

Below is an example of the information required on the OUTSIDE of your Proposal Package.
You may use this as a label if you wish.

DAVID GEE, SHERIFF
2008 E. 8TH AVE
TAMPA FL 33605

ATTN: PURCHASING X8034

BID PACKAGE SUBMITTAL

RFP/BID #14-14 Prisoner Transport Services

OPENING DATE & TIME:

OCTOBER 6, 2013 3:00 pm