



Request for Proposal No. 21-18

Prisoner Transport

October 22, 2018

Chad Chronister, Sheriff

HILLSBOROUGH COUNTY
Financial Services Division
2008 E. 8th Avenue
Tampa, FL 33605



Colleen Hensley, Buyer
(813) 247-8068
chensley@hcsso.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

Included herein are General Terms and Conditions (Part A), Special Provisions (Part B), Technical Specifications (Part C), and Proposal Response (Part D), which together with all attachments, constitute the entire "Proposal Package". Said package must be the basis upon which all proposals are offered and the same (the entire 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 Conditions (Part A) and Proposal Response (Part D). Any questions concerning this Request for Proposal (RFP) should be directed to the Buyer whose name appears above.

When awarded, the Proposal Package becomes the "**Contract Document**". The Proposer's signature on the Proposal Response (Part D), constitutes Proposer's agreement to the terms therein. The signature on the Proposal Package must be that of an Officer of the Company or an individual authorized to commit the Company to a legal and binding contract. **READ THE ENTIRE BID PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

**WHEN SUBMITTING A SEALED PROPOSAL, CLEARLY MARK THE PACKAGE
AS A PROPOSAL DOCUMENT ON THE OUTSIDE OF THE ENVELOPE OR BOX.
INCLUDE THE PROPOSAL NUMBER AND THE DATE AND TIME OF THE BID OPENING.**

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PROPOSED SCHEDULE OF EVENTS	DATE
RFP Advertised/Posted to HCSO and OSD Website	10/24/2018
Submit Letter of Intent	10/30/2018
Deadline to Submit Questions and Answers	11/1/2018
Deadline to Submit Proposal	11/8/2018
Award Notification Target Date	11/30/2018
Contract Start Date	12/2/2018

LETTER OF INTENT**REQUEST FOR PROPOSAL NO. 21-18**

The undersigned acknowledges the General Terms and Conditions of the Request for Proposal (RFP) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). We understand that any amendments, clarifications, and addenda to the RFP will be promptly communicated to the individual authorized below to receive this information.

COMPANY NAME

COMPANY ADDRESS

PRIMARY CONTACT NAME/TITLE

EMAIL ADDRESS

TELEPHONE NUMBER

FAX NUMBER

SIGNATURE OF COMPANY OFFICER

DATE

****NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE BUYER LISTED ON THE FRONT OF THIS DOCUMENT AT FAX NUMBER 813-242-1826 or purchasing@hcsso.tampa.fl.us**

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

COMPANY NAME: _____

SUBJECT: Request for Proposal Number 21-18

PROPOSAL TITLE: Prisoner Transport

OPENING DATE and TIME: November 8, 2018 at 3:00 PM

PLACE: Malcolm E. Beard Sheriff's Operation Center
Financial Services Division, Purchasing Section
2008 E. 8th Avenue, Room #125
Tampa, Florida 33605

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

PART A - GENERAL TERMS AND CONDITIONS:

1. Proposals: Must be contained in a SEALED envelope addressed to: Chad Chronister, Sheriff, 2008 E. 8th Avenue Room #125, Tampa, Florida 33605. To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, the date and time of the Proposal opening) on the outside of the envelope.

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

2. Proposal Delivery: The responsibility for getting the Proposal Package to the Hillsborough County Sheriff's Office (HCSO) on or before the stated time and date will be solely and strictly the responsibility of the Proposer. The HCSO 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 Proposer 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 Proposer unopened with the notation "This Proposal was received after the time designated for the receipt and opening of proposals".
3. On-Line Documents: The HCSO is publishing documents on its website <http://www.hcso.tampa.fl.us> for the convenience of contractors wanting to do business with the HCSO and to save tax dollars. This service is public record and the HCSO 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: Proposer warrants by virtue of Proposal, the prices quoted in the Proposal will be good for an evaluation period of 90 calendar days from the date of Proposal opening unless otherwise

stated. Proposers will not be allowed to withdraw or modify their proposals after the opening time and date.

5. Prices: All Proposals submitted must show the net proposal price after any and all discounts allowable have been deducted. **Prices offered are to be F.O.B. Destination.** All prices shall include freight (to include manufacturer to distributor), packaging, and any other similar fees. The HCSO is exempt from all state sales, use, transportation, and excise taxes. The HCSO will issue tax exemption certificates to the Contractor.

The Proposer's attention is directed to the laws of the State of Florida, including but not limited to Chapter 212, Florida Statutes, which applies to all transactions resulting from this Proposal and that all applicable taxes and fees shall be deemed to have been included in the Proposal Response as part of the materials cost, when applicable.

6. Condition of Materials and Packaging: It is understood and agreed that any item offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION AND FIRST QUALITY, that all containers shall be new and suitable for storage or shipment and that prices include standard commercial packaging for the items shipped.
7. Claims: The Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
8. When to Make Delivery: Deliveries resulting from this Proposal are to be made during the normal working hours of the HCSO. It is the Proposer's responsibility to obtain this information.
9. Manufacturer's Name: Any manufacturers' names, trade names, brand names information and/or catalog numbers used herein are for purpose of description, reference, and establishing general quality levels. Such references are not intended to be restrictive and products of any manufacturer may be offered if they are approved as equals. The determination as to whether any alternate product or service is or is not equal shall be made by the HCSO and such determination shall be final and binding upon all Proposers.
10. Information and Descriptive Literature: The Proposer must furnish all information requested in the Proposal. If specified, each Proposer must submit cuts, sketches, descriptive literature and/or complete specifications covering the products offered. Reference to literature submitted with previous Proposal will not satisfy this provision. Proposals that do not comply with these requirements will be subject to rejection.
11. Proposal Submittal Costs: Submittal of a Proposal is solely at the cost of the Proposer and the HCSO in no way is liable or obligates itself for any cost incurred by the Proposer preparing the submitted Proposal Package.
12. Proposal Obligation and Disposition: The contents of the Proposal Package and any clarifications thereto submitted by the Proposer shall, upon award, become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
13. No Proposal: If you do not wish to submit a response to the RFP, please return the Statement of No Proposal found on page 34. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.

14. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, etc., contained in the Proposal Package meets all OSHA requirements.
15. Familiarity with Laws: The Proposer 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 Proposer will in no way relieve the Proposer of responsibility.
16. Laws, Statutes and Ordinances: The terms and conditions of the RFP and the resulting Contract 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 RFP and to the resulting Contract.
17. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stats., the HCSO, as a public entity, may not accept any bid, proposal or reply from, award any contract to, or transact any business in excess of the threshold amount provided in §287.017, Fla. Stat., for Category Two (\$35,000) with any person or affiliate on the convicted vendor list for a period of 36 months from the date that the person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f), Fla. Stat. If you submit a Proposal in response to this request, you are certifying that §§287.132-133, Fla. Stats. does not restrict your submission.
18. Public Record: Any material submitted in response to this RFP will become a public document pursuant to §119.07, Fla. Stat. 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 §119.07, Fla. Stat. The Vendor or Contractor agrees to comply with §119.0701, Fla. Stat. regarding maintenance and provisions of access to all public records generated by this Contract with the HCSO.

The HCSO 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 RFP will be handled in accordance with applicable Florida Statutes.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at: HCSO Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, Phone 813-247-8210 or email at hcsorecords@hcsotampa.fl.us

19. Appropriations of Funds: The HCSO, 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 HCSO 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 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.
20. Acceptance and Rejection: The HCSO reserves the right to reject any or all Proposals, for cause, to waive irregularities, if any, and to accept the Proposal or Proposals which in the judgment of the Sheriff is in the best interest of the HCSO. The HCSO reserves the right to evaluate, add and/or reject any items from any proposal options or resulting contract(s) when deemed to be in the best interest of the HCSO.

21. Protests: 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 Hillsborough County holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand deliver for which a receipt must be provided.

The Purchasing Section will have five (5) business days upon receipt of this notice to meet and consider the protest as written. The Buyer will coordinate the review process with the parties involved and may request additional information from the Proposer or request a meeting to gain further clarification of the issues. Upon completion of this review process, the Buyer will make a recommendation to the Chief Financial Officer (CFO).

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

22. Specifications: Attached.

CHAD CHRONISTER, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

By:

Paula Gainer A/cfo
/s/ Christina R. Porter, CPA
Chief Financial Officer

23. General Terms and Conditions outlined above are acknowledged. Our Proposal is attached.

Company Name

Date

Print Name/Title

Signature of Company Officer

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 23. EACH CONTRACTOR'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 IN THE PROPOSAL RESPONSE (PART D, PARAGRAPH 1).

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The purpose of this Request for Proposal (RFP) is to describe the requirements of the Hillsborough County Sheriff's Office (HCSO) to secure the services of a qualified Contractor to provide Prisoner Transport Services on an ongoing contractual basis. Services will include intrastate 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 located at 1201 Orient Road, Tampa, Florida 33619 or the Falkenburg Road Jail located at 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 procedures necessary when transporting potentially violent criminals. Vehicles must be adequately maintained and equipped. Customer service, use of technology, experience, training and risk management will be factors considered in the selection of a Contractor.

Subcontracting of any services specified herein is not allowed. Any proposal utilizing subcontractors will not be considered.

The awarded Contractor is to supply all necessary personnel, equipment, tools, materials, vehicles, transportation, supervision and all other items or services necessary for performing the transportation services described in the Technical Specifications (Part C). Any exceptions should be noted in the Proposal Response (Part D).

Any reference to the "Work" throughout this RFP is defined to be inclusive of the Scope of Work and any related performance detailed herein. For further details, refer to Technical Specifications (Part C).

3. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those Proposers who can clearly demonstrate to the HCSO the professional ability to perform the type of Work specified within the RFP. Proposers must be able to demonstrate adequate organizational, financial, equipment and personnel resources to ensure timely and satisfactory completion of the Work. In the determination of the evidence of responsibility and ability to perform the Work, the HCSO reserves the right to investigate the financial condition, experience record, personnel, equipment, facilities, and organization of the Proposer. The HCSO 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 HCSO reserves the right to reject a Proposal when evidence indicates the inability to perform the Work specified within the RFP.

The Vendor Packet attached as Appendix I must be returned with your Proposal Response (Part D) along with copies of Hillsborough County Business Tax Receipt or other local government license to do business. Current Certificates of Insurance for Liability and Workers Compensation must also be included.

4. PRE-PROPOSAL CONFERENCE

No Pre-Proposal Conference will be held. Specifications are not unique and are generally governed by statute and policy, though the Technical 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 until the close of the Questions and Answers (Q & A) period as defined in the Table of Contents.

In the event the Proposer determines any contradiction or non compliance with any laws, ordinances, rules, codes or regulations applicable to the Scope of Work and Technical Specifications (Part C), it is incumbent upon the Proposer to notify the HCSO promptly in writing no later than the close of the Q & A period as defined in the Table of Contents. Any necessary changes in the Scope of Work and Technical Specifications (Part C) will be adjusted by an amendment to the RFP. The cost of any Work or related remedy performed by the Contractor that it knew or should have known was in violation of any laws, ordinances, rules, codes or regulations without proper notice to the HCSO will be born solely by the Contractor.

5. LETTER OF INTENT

Interested Proposers 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 those notified of all addenda, amendments and Q & A.

6. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer: Colleen Hensley, at chensley@hcsso.tampa.fl.us or by fax at 813-242-1826. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this RFP prior to the notice of award.

In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at <http://www.hcsso.tampa.fl.us>. This will include Q & A responses, amendments, addenda, etc. Posting documents to the HCSO website is considered the official method of notification regardless of other notification methods the Buyer utilizes for convenience of the parties involved.

7. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by an authorized principal of the company. A signature of acknowledgement to the General Terms and Conditions (Part A) is required on page eight (8) and a signature of affirmation is required on page 31. All attachments to the RFP requiring signature acknowledgement (e.g. amendments) are to be returned with the Proposal Package.

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 within this document for either use or example).

Proposals must be received by the HCSO Purchasing Section no later than the time and date shown on page five (5). Proposers mailing their Proposal Packages should allow for normal mail time to ensure receipt by HCSO prior to the time and date fixed for the acceptance of the proposals. Proposals or unsolicited amendments to proposals, received by the HCSO after the acceptance date will not be considered and will be returned unopened marked "This Proposal was received after the time designated for the receipt and opening of proposals".

Proposers shall submit the required Proposal documents and any additional literature in quadruplicate - one (1) original, three (3) copies and one (1) electronic copy in Microsoft Windows ® compatible format such as .pdf, saved on a USB flash drive or CD. Any proprietary information should be marked as such on the original and copies should be saved to a folder separate from the rest of the Proposal in the electronic copy.

The HCSO reserves the right to postpone the date for receipt and opening of proposals or other deadlines and will make a reasonable effort to give at least five (5) calendar days notice of any such postponement to each prospective Proposer.

8. CONTRACT PERIOD

The Contract shall be effective for two (2) years from the date of award. By written mutual consent between the HCSO and the Contractor, the Contract may be extended up to three (3) additional one (1) year periods.

9. CONFLICT OF INTEREST

The Proposer agrees to disclose any organizational conflict of interest, perceived or real, for evaluation of HCSO's compliance with §112.313, Fla. Stat. regarding Standards of conduct for public officers, employees of agencies, and local government attorneys.

No HCSO employee acting in an official capacity, as a purchasing agent, or public officer, shall either directly or indirectly purchase, rent, or lease any realty, goods, or services for HCSO from any business entity of which the officer, partner, director, or proprietor or in which such officer or employee or the officer's or employee's spouse or child, or any combination of them, has a material (>5%) interest. An officer or employee is also prohibited from having an employment or contractual relationship that creates a continuing or recurring conflict between their private interest and the performance of their HCSO public duties.

10. 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 the HCSO. The Sheriff reserves the right to select the Proposer that will best meet the needs of the HCSO, and the selection will not necessarily be made solely on cost. Persons or entities submitting Proposals which do not meet the mandatory requirements will be considered in non-compliance and will be disqualified.

11. EVALUATION OF PROPOSALS

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 in that proof of a legal, legitimate business enterprise has been provided along with any other qualifications stipulated. 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 the Proposal Response (Part D) 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. Proposal Response (Part D) offers details of the criteria below.

	<u>Points</u>
A. Pricing	20
B. Company Overview	20
C. Personnel / Employee Requirements	20
D. Service Offerings / Added Value	20
E. References	20
F. Lawsuits	<u>10</u>
Total	<u>110</u>

An evaluation committee will consist of a minimum of three (3) persons. Each committee member will independently read and score all eligible proposals. Any clarifications requested by a committee member will be presented to the Proposer through the Buyer. When all evaluations are complete, the Buyer will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Buyer will present the composite evaluation results to the committee members, who may then submit their recommendation in accordance with the results of the scoring, or if deemed in the best interest of the HCSO, request a Best and Final Offer from the top ranked firms.

12. BEST AND FINAL OFFER

The HCSO reserves the right to request a Best and Final Offer (BAFO) from any or all Proposers. A BAFO may be requested as an optional step in the selection process. Useful situations include but are not limited to the following: no single response addresses all the specifications; the cost submitted by all Proposers is too high; the scores of two (2) or more Proposers are very close after the evaluation process; all Proposers submitted responses that are unclear or deficient in one or more areas.

The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation. All or any number of Proposers may be solicited, but only those Proposer(s) most likely to be awarded a contract are to be included. The evaluation committee will develop the aspects of the Proposal to be addressed in the BAFO. They may ask for enhancements of core components of the RFP but will maintain the integrity of the original Scope of Work.

BAFO solicitations will be made in writing. Proposers may be asked to provide additional clarification to specific sections of their response, or to rework their Proposal content or pricing. Information will be given as to how the BAFO will be evaluated. The HCSO will not identify either the current rank of any Proposer(s) or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer, they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer.

At the option of the HCSO this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

13. AWARD

The Buyer will submit the Evaluation Committee's final recommendation for award to the Division Commander who will review and further recommend through the Chain of Command to the Sheriff who

will have the final decision as to the Award. The HCSO reserves the right to select for award the Proposal which in the opinion of the Sheriff, offers the best value and best serves the requirements of the HCSO.

The HCSO also reserves the right to select options from one (1) or more Proposers when in the best interest of HCSO. The optional division of the Scope of Work or line item award will be evident in the formatting of the Proposal Response.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available at our website <http://www.hcso.tampa.fl.us>, on the Purchasing tab. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at 813-247-8034.

14. INFORMATION PRIVACY

It is understood and agreed upon by the Proposer in submitting a Proposal Package 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 released after award is subject to the disclosure requirements of Chapter 119, Fla. Stat. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

15. CONTRACT DOCUMENT

The Contract between HCSO and the Contractor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package submitted in response to the RFP. The HCSO reserves the right to clarify any contractual relationship in writing with the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Contractor's Proposal Package. In all other matters not affected by the written clarification, if any, the RFP and all amendments thereto shall govern. The Proposer is cautioned that the Proposal shall be subject to acceptance without further clarification.

To the extent that a provision of the Contract is contrary to the Constitution or laws of Florida, or of the United States, the provision shall be void and unenforceable. However, the balance of the Contract shall remain in force between the Contractor and HCSO.

16. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this Proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. All such additions, deletions or any change to the Scope of Work shall be addressed as either an amendment to the Proposal or a change order to the Contract requiring written notification and acknowledgement (refer to Processing Change Orders, Part B, Paragraph 22).

17. CONTRACTUAL OBLIGATIONS

The Contractor may not sublet or subcontract any contractual obligations concerning this Proposal matter except as provided for in the written Contract between the HCSO and the Contractor.

18. DEFAULT

The Contract may be canceled or annulled by the HCSO Chief Financial Officer (CFO) in whole or in part by written notice of default to the Contractor upon non-performance or violation of Contract terms. An award may be made to the next best responsive and responsible Proposer based on evaluation, or articles

specified may be purchased on the open market similar to those so terminated. Failure of the Contractor to deliver materials or services within the time stipulated in this specification, unless extended in writing by the Financial Services Division, shall constitute Contract default. The Contractor who defaults on contracts may be removed from the HCSO Vendor List for future contracts at the discretion of the CFO.

19. CANCELATION

When deemed to be in the best interest of the HCSO, any contract(s) resulting from this RFP may be canceled by the following means:

- a. 10 calendar days written notice with cause, or;
- b. 30 calendar days written notice without cause.

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 HCSO and will be considered for payment providing documentation of said expenses are forwarded with the request for payment. An award may be made to the next best responsive and responsible Bidder based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

20. NEXT BEST PROPOSER

In the event of a default by the Contractor or cancellation by the HCSO, the HCSO reserves the right to utilize the next best Proposer. In the event of this occurrence, the new Contractor shall be required to provide the Proposal items at the prices as contained on their Proposal for this RFP for the remainder of the award period.

21. CERTIFICATES OF INSURANCE

The Contractor shall not commence any Work in connection with this Contract until all of the following types of insurance have been obtained and such insurance has been approved by the HCSO, nor shall the Contractor allow any subcontractor (if applicable) to commence any Work until all required insurance of the subcontractor has been obtained and approved.

All insurance policies shall be with insurers qualified to do business in Florida. The HCSO shall be notified within thirty (30) calendar days of cancellation, non-renewal, or change in the insurance coverage. The Contractor understands and agrees that the stipulated limits of coverage listed herein shall not be construed as a limitation of any potential liability to the HCSO, or to others, and the HCSO's failure to request, receive, or retain, evidence of this insurance coverage shall not be construed as a waiver of the Contractor's obligation to provide and maintain the insurance coverage specified.

The Contractor understands and agrees that the HCSO does not waive its immunity and nothing herein shall be interpreted as a waiver of the HCSO's rights, including the limitation of waiver of immunity, as set forth in §768.28, Fla. Stat. or any other statutes, and the HCSO expressly reserves these rights to the fullest extent allowed by law.

- a. Worker's Compensation and Employer's Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Worker's Compensation Insurance and Employer's Liability Insurance for all employees engaged in work under this Contract in accordance with the laws of the State of Florida. The amount of Employer's Liability insurance shall not be less than the amount specified.
 - Worker's Compensation: Florida Statutory Requirements

- Employer's Liability: \$1,000,000 bodily injury by accident and each accident, bodily injury by disease policy limit, and bodily injury by disease each employee
- b. Commercial General Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Commercial General Liability Insurance to cover liability arising from premises and operations, independent contractors, products and completed operations, personal and advertising injury, contractual liability, and XCU exposures (if applicable). Completed operations liability coverage shall be maintained for a minimum of one (1) year following completion of Work. The amount of Commercial General Liability insurance shall not be less than the amount specified.
 - \$1,000,000 per occurrence and a \$2,000,000 general aggregate
- c. Automobile Liability Insurance: The Contractor shall provide and maintain during the life of this Contract, Automobile Liability Insurance to be maintained in accordance with the laws of the State of Florida and per the Federal Motor Carrier Safety Administration, as to the ownership, maintenance and use of all owned, non-owned, leased or hired vehicles. The amount of each insurance type shall not be less than the amount specified.
 - \$5,000,000 combined single limit

22. PROCESSING CHANGE ORDERS

Any changes which result in an increase or decrease in the Contract amount must be processed as a Change Order to the Contract. This will include but not be limited to changes in the services requested by the HCSO, or any additions or deletions caused by unforeseen circumstances or requirements by government agencies. Any such changes will not invalidate this Contract. Change Orders will be numbered in sequence and dated.

Change Order requests will be submitted in writing and shall include the HCSO or the Contractor's detail of the service changes or circumstances surrounding the request and the Contractor's written quote representing an increase, decrease or no change to the Contract Sum. The resulting Change Order Request will be submitted by the Contractor to the HCSO for approval by the CFO.

Failure to follow Change Order instructions will result in the HCSO refusal to pay a change to the Contract Sum.

Requests for estimates for possible changes are not to be considered Change Orders or authorization to proceed with the proposed changes. Requests from the HCSO for quotes regarding new Work not included in the original scope will not constitute a Change Order to this Contract.

23. CONTRACTOR'S RESPONSIBILITIES

Laws and Regulations: The Contractor will give notices and comply with all laws, ordinances, rules, codes and regulations applicable to the Work. If the Contractor observes that any of the Contract Documents are contradictory to such laws, rules, and regulations, they will notify the HCSO promptly in writing. Any necessary changes will then be adjusted by an amendment to the RFP or appropriate Change Order. If the Contractor performs any Work that it knows or should have known to the contrary of such laws, ordinances, rules, codes, and regulations and without such notice to the HCSO, they will bear all related costs.

24. INDEMNIFICATION

The Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorneys' fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting therefrom and (b) is cause in whole or in part by an act or omission of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, whether or not it is caused in whole or in part by a party indemnified hereunder.

In any and all claims against the HCSO or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under the previous paragraph shall not be limited in any way as to the amount or type of damages, compensation or benefits payable by or for the Contractor or any subcontractor under workmen's compensation acts, disability benefit acts, or other employee benefit acts.

The Contractor will indemnify and hold harmless the HCSO and anyone directly or indirectly employed by it from and against all claims, damages, losses, and expenses (including attorney's fees) arising out of any infringement of patent rights of copyrights held by others and shall defend all such claims in connection with any alleged infringement of such rights.

25. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO no more frequently than on a weekly basis for Work completed in the prior week. At a minimum, an invoice shall show: a unique invoice number, 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 to have the Division Commander (or designee) in the assigned Work area review and approve all invoices prior to the HCSO remitting payment.

Invoices shall be addressed to:

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

Or emailed to: accountspayable@hcsotampa.fl.us

Payment shall be made in accordance with §215.422, Fla. Stat. which states the contractor's rights and the HCSO responsibilities concerning interest penalties and time limits for payment of invoices. Timely payment of invoices is incumbent upon the HCSO and in no case shall payment exceed 45 calendar days from date of receipt of a properly approved application/invoice.

Payments may be withheld because of any of the following conditions:

- 1) Defective Work not corrected.
- 2) Failure of the Contractor to make payments for materials, labor, equipment or services.
- 3) Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.

- 4) Legal or other claims by third parties relating to the Work performed under the Contract Documents.

26. EXCEPTIONS TO PROPOSAL

All proposal submittals must clearly state with specific detail all deviations to the requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B), and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the HCSO will only consider proposals that meet the specifications and other requirements imposed upon them by this Proposal Package. In instances, where an exception is stated upon the Proposal Response (Part D), said Proposal will be subject to rejection by the HCSO in recognition of the fact that said Proposal does not meet the exact requirements imposed upon the Proposer by General Terms and Conditions (Part A), Special Provisions (Part B), and Technical Specifications (Part C).

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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 prisoner(s) to and from locations designated by the HCSO.
- b. The Contractor shall have been in the business of transporting interstate and/or intrastate prisoners for a minimum of three (3) years.
- c. The Contractor will provide secure, properly equipped vehicles in good operating condition and in compliance with all Department of Transportation regulations. All necessary vehicle maintenance and repairs will be the Contractor's responsibility.
- d. The Contractor will provide properly trained, equipped, licensed and armed transportation officers.
- e. The Contractor shall assume sole responsibility and liability for the safety, security and control of prisoner(s) 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. Applicable Federal and State laws include but are not limited to Title 34 U.S. Code §§60101-60105 Federal Regulation of Prisoner Transport Companies, the Federal Motor Vehicle Safety Act, the Interstate Transportation of Dangerous Criminals Act and §944.597, Fla. Stat. Transportation and Return of Prisoners by Private Transport Company.
- f. The Contractor shall operate 24 hours a day, 365 days a year.
- g. The Contractor shall contact the facility or law enforcement agency releasing or accepting custody of each prisoner being transported a minimum of 48 hours prior to estimated arrival to verify availability, location and special instructions.
- h. 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.
- i. In the event of delays in delivering prisoner(s) 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 related to such delays, including but not limited to food and lodging and report delays to the HCSO.
- j. The Contractor shall be responsible for all expenses associated with transporting prisoners other than emergency medical treatment. The Contractor shall be authorized to obtain emergency medical treatment for prisoners whenever necessary. All emergency medical costs incurred while the prisoner is in transit shall be reimbursed by the HCSO upon presentation of proper documentation which shall be detailed and itemized. However, the HCSO will not authorize

payment for medical costs incurred due to injuries associated with inhumane treatment or negligence by the Contractor's employees. This includes, but is not limited to, motor vehicle crashes, physical force, etc.

- k. The Contractor shall be fully responsible for ensuring that all prisoners are picked up before the designated pickup deadline. In the event a prisoner is unavailable for pickup due to the Contractor's failure to meet the pickup deadline, the HCSO shall be relieved of any and all costs associated with the pickup.
- l. 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.
 - iv. Provide annually (at a minimum) or upon demand, a list of all vehicles used for the transportation of prisoners under this Contract to include types, make, model and year, quantity, miles, and maintenance schedules.

2. RESPONSIBILITIES OF THE HCSO

- a. The HCSO shall 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 facility or 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 24 hours of placing the pick-up order with no financial obligation.

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 HCSO.
- b. If upon arrival at the holding facility, 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, there shall be no charge to the HCSO.
- 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 attributable for the trip to the facility, but no

more than 50% of the original trip cost. In the event the Contractor fails to contact the facility or law enforcement agency releasing or accepting custody of each prisoner being transported a minimum of 48 hours prior to estimated arrival, the HCSO shall be relieved of any and all costs associated with such pickup if upon arrival the prisoner is unavailable.

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 qualifications, 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 to maximize safety and liability issues should be ongoing. Though the Contractor assumes all liability during transport, the HCSO intends to contract 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 effective risk management practices should be identified in the Contractor's Policy and Procedures and Training Manual(s). Specific procedural practices which can provide this evidence may be found in procedures for the Contractor's approach to selection and preparation of the vehicle; securing and placement of the prisoner in the vehicle; acquiring prisoner information; transporting special needs prisoners; 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; number of officers required for the transport; and communications required during the transport. Include with your Proposal Response your Policy and Procedures and Training Manual(s) which address 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.

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PART D: PROPOSAL RESPONSE

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

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), SPECIAL PROVISIONS (PART B), AND 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 HCSO

EXCEPTIONS TO PROPOSAL: ANY REPRESENTATION (BELOW) OR EXCEPTION(S) NOTED MAY CAUSE THIS PROPOSAL TO BE REJECTED BY THE HCSO. ALL PROPOSERS SHOULD CAREFULLY READ PARAGRAPH 26 OF THE SPECIAL PROVISIONS (PART B).

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

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

2. NARRATIVES AND DOCUMENTATION

As mentioned in Special Provisions (Part B), Paragraph 11, the outline below corresponds with the criteria on which we will evaluate your Proposal in reference to the HCSO's needs and to the Proposals of others. Therefore, it is important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section title pages provided.

A. Pricing	20
B. Company Overview	20
C. Personnel / Employee Requirements	20
D. Service Offerings / Added Value	20
E. References	20
F. Lawsuits	<u>10</u>
Total	<u>110</u>

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Proposal Response Section Cover Page

A. Pricing

The undersigned has carefully examined the Proposal Package and all conditions affecting the cost of the commodity/service required by the HCSO.

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 cancelation of award.

We hereby propose to furnish the commodity/services described herein in accordance with the Proposal Package, except as noted on attached exceptions form.

Line #	Description	Price
1.	Vehicle Transport (Adult)	\$ /mile
2.	Vehicle Transport (Juvenile)	\$ /mile
3.	Vehicle Transport (Medical)	\$ /mile
4.	Minimum Trip Fee (In State)	\$ /trip
5.	Minimum Trip Fee (Out of State)	\$ /trip
6.	Rate for Expediting Court Ordered Transports	\$ /trip or mile
7.	Multi-Prisoner Discount	%
8.	Accepts Credit Card Payment	YES NO
9.	Other Charges:	

Proposal Response Section Cover Page

B. Company Overview

Discuss Corporate, Financial and Organizational Capability and Support. Include such information as:

- Company History and Philosophy
- Years in Business
- Mission Statement
- Principal Stakeholders
- Corporate and Local Organizational Structure
- Office Locations/Networks

Identify management personnel, their experience and qualifications.

Demonstrate adequate organization, financial backing, equipment, personnel, and procedures to ensure timely and satisfactory completion of the work.

Provide the following documents:

- Resumes for Management Personnel
- Audited Financial Statements, if available
- Policy and Procedures Manual
- List of Vehicles to include types, make, model and year, quantity, miles, and maintenance schedules
- Federal Motor Carrier Safety Administration Common Carrier Certificate and Rating
- Appendix I, Vendor Packet
- Insurance Certificates
- Business Tax Receipt

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Proposal Response Section Cover Page

C. Personnel / Employee Requirements

Identify the various job positions of employees that provide transport, description of job duties, qualifications, licensing requirements and pay scale for each. Include your transport staff turnover ratio company wide.

Describe screening processes for transporters/drivers to include, but not limited to, background checks and drug screenings.

Describe all training required to include initial training and recurring training, include number of hours, subjects and type of instruction for each.

Identify supervision provided, performance evaluation process and schedule, and disciplinary procedures as documented in your personnel policy.

Identify dress code requirements and issued equipment list.

Provide the following documents:

- Training Program Manual
- Personnel Policy
- Photograph of Uniforms
- List of Issued Equipment

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Proposal Response Section Cover Page

D. Service Offerings / Added Value

Provide an overview of Customer Service operations, how orders are placed, hours of operation and availability of staff.

Identify the dedicated Service Representative.

Provide examples of forms used such as, but not limited to:

- transport history report
- invoice
- incident reports

Provide website and identify customer services available at website.

Verify use of GPS systems in transport vehicles.

Provide a listing of prisoner transport restrictions including, but not limited to:

- Medical Conditions (such as diabetes)
- Medical Requirements (such as prescription or methadone requirements)
- Severity of Crime
- Limited service areas which require transport by flight

ADDED VALUE - Provide information on innovations, technology applications or additional services and features that bring added value to the service your company provides.

Provide the following documents:

- All Applicable Forms

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Proposal Response Section Cover Page

E. References

References should be customers to which you provide similar services. It is the Contractor's responsibility to verify that the entity listed as a Reference will in fact comply as a reference and that the information provided for each Reference listed below is accurate.

COMPANY REFERENCES: Provide three (3) references from other companies below.

Note: The Hillsborough County Sheriff's Office may not be listed as a reference, (Please type or print).

1.	Company Name:	
	Contact Name & Title:	
	Direct Phone Number:	
	Email Address:	
	Service Provided:	

2.	Company Name:	
	Contact Name & Title:	
	Direct Phone Number:	
	Email Address:	
	Service Provided:	

3.	Company Name:	
	Contact Name & Title:	
	Direct Phone Number:	
	Email Address:	
	Service Provided:	

FACILITY REFERENCES: Provide three (3) references from facilities where you have picked up prisoners for transport a minimum of 10 times in the last two (2) years.

Note: The Hillsborough County Sheriff's Office may not be listed as a reference, (Please type or print).

1.	Facility Name:	
	Contact Name & Title:	
	Phone Number:	
	Email Address:	
	Service Provided:	

2.	Facility Name:	
	Contact Name & Title:	
	Direct Phone Number:	
	Email Address:	
	Service Provided:	

3.	Facility Name:	
	Contact Name & Title:	
	Direct Phone Number:	
	Email Address:	
	Service Provided:	

Proposal Response Section Cover Page

F. Lawsuits

Provide the following information regarding current and past lawsuits.

- Provide a list of any current or pending lawsuits and the status of each.
- Provide a list of all settled lawsuits within the last five (5) years and the outcome of each.

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3. COMPANY ORDER INSTRUCTIONS

Provide the contact information for placing an order. (Please type or print)

Contact Name & Title: _____

Address: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

Website: _____

Describe the preferred method of contact to place an order.

4. COMPANY CONTACT INFORMATION

Provide the contact information for the individual submitting this bid response. (Please type or print)

Company Name: _____

Contact Name & Title: _____

Address: _____

Office #: _____ Mobile #: _____ Fax #: _____

Email: _____

Describe the preferred method of contact for questions regarding this bid submission.

5. AFFIRMATION AND DECLARATION

At this present time we understand all requirements and warrant that as a serious Proposer we will comply with all the stipulations included in the Proposal Package.

The below named Proposer affirms and declares:

- a) That Proposer is of lawful age and that no other person, firm or corporation has any interest in this RFP offered to be entered into;
- b) That this Proposal Package is submitted without any understanding, agreement, or connection with any other person, firm or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud;
- c) 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;
- d) That no officer, employee or person whose salary is payable in whole or in part from HCSO, is, shall be or become interested, directly or indirectly, surety or otherwise in this Proposal Response; 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 agrees that this Proposal shall remain open for 90 days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Signer's Name Date

Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGEMENT ON PAGE EIGHT (8), 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 AND RETURNED WITH YOUR PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MAY BE NOTED IN THE PROPOSAL RESPONSE, PART D.

Proposal Package Checklist

The following checklist is included to assist the Proposer in submitting all required documents for a complete Proposal Package. Additional documentation may be requested by the HCSO to ensure contract compliance. Please mark the box under the “YES” column to indicate that the document has been included in the Proposal Package.

Description of Document	Page #	YES
Complete Company Name above Part A - General Terms and Conditions	5	<input type="checkbox"/>
Sign & complete acknowledgment of Part A - General Terms and Conditions	8	<input type="checkbox"/>
Current Insurance Certificates	14-15	<input type="checkbox"/>
Complete Part D – Proposal Response #1 (if not applicable indicate N/A)	21	<input type="checkbox"/>
Complete Part D – Proposal Response #2, A	23	<input type="checkbox"/>
Complete Part D – Proposal Response #2, B	24	<input type="checkbox"/>
Complete Part D – Proposal Response #2, C	25	<input type="checkbox"/>
Complete Part D – Proposal Response #2, D	26	<input type="checkbox"/>
Complete Part D – Proposal Response #2, E	27-28	<input type="checkbox"/>
Complete Part D – Proposal Response #2, F	29	<input type="checkbox"/>
Complete Part D – Proposal Response #3 and #4	30	<input type="checkbox"/>
Sign & Complete Part D - Proposal Response #5	31	<input type="checkbox"/>
Sign & complete Appendix I – Vendor Packet	Attached	<input type="checkbox"/>
Sign & complete Amendment Acknowledgement Form(s) (if applicable)		<input type="checkbox"/>
ONE (1) ORIGINAL AND THREE (3) COPIES OF THE ENTIRE RFP		<input type="checkbox"/>
ONE (1) ELECTRONIC COPY. Proprietary Information should be separated.		<input type="checkbox"/>

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

CHAD CHRONISTER, SHERIFF
2008 E. 8TH AVE
TAMPA, FLORIDA 33605
ATTN: PURCHASING
813-247-8034

PROPOSAL PACKAGE SUBMITTAL

From: _____

RFP # 21-18

PRISONER TRANSPORT

OPENING DATE/TIME:

November 8, 2018 @ 3:00 PM

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this Request for Proposal, please return this form to:

HILLSBOROUGH COUNTY SHERIFF'S OFFICE

Email: Purchasing@hcsso.tampa.fl.us or

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No. 21-18 Prisoner Transport for the following reasons:

_____ Specifications too "tight", i.e., geared toward one brand or manufacturer only (explain below).

_____ Insufficient time to respond to the Request for Proposal.

_____ We do not offer this service.

_____ Our Work schedule would not permit us to perform.

_____ Unable to meet specifications.

_____ Unable to meet Bond Requirements.

_____ Specifications unclear (explain below).

_____ Remove our company from your Vendor List.

_____ Other (specify below)

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from the list of qualified vendors for the Hillsborough County Sheriff's Office.

PLEASE PRINT - COMPANY NAME _____

COMPANY OFFICER _____

TELEPHONE NUMBER _____

DATE _____

SIGNATURE _____