

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



CHAD CHRONISTER, SHERIFF

REQUEST FOR PROPOSALS 2022-013
INMATE FOOD AND COMMISSARY SERVICES

June 6, 2022

HILLSBOROUGH COUNTY SHERIFF'S OFFICE



CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office
Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Robert Flamand, Buyer
(813) 247-8068 RFlamand@TeamHCSO.com

INSTRUCTIONS TO PROPOSERS

Included herein are GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B), SPECIFICATIONS (PART C) and 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 must be kept together and returned, intact, by the time and at the place specified herein. The Proposer must manually sign the GENERAL TERMS AND CONDITIONS (PART A) and PROPOSAL RESPONSE (PART D). Any questions concerning this Invitation to Proposal (Proposal) 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 RFP PACKAGE CAREFULLY BEFORE SIGNING.**

NOTICE TO PROPOSERS

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

TABLE OF CONTENTS	PAGE
INSTRUCTIONS TO PROPOSERS	2
DATE TIME AND PLACE - MEETINGS AND DEADLINES	4
PART A – GENERAL TERMS AND CONDITIONS	5
SIGNATURE OF ACKNOWLEDGMENT	10
PART B – SPECIAL PROVISIONS	11
PART C – SPECIFICATIONS	25
PART D – PROPOSAL RESPONSE	26
CONTRACTOR ORDER INSTRUCTIONS / PROPOSAL CONTACT INFORMATION	30
SIGNATURE OF AFFIRMATION AND DECLARATION	31
PACKAGE LABEL	32
LISTING OF ATTACHMENTS	33
APPENDIX I – VENDOR APPLICATION PACKET	Attached
APPENDIX II – STATEMENT OF NO PROPOSAL	Attached
ATTACHMENT 1 - COMMISSARY AND FOOD SERVICE REQUIREMENTS	Attached
ATTACHMENT 2 - F.A.C 64E-11	Attached
ATTACHMENT 3 - APLICABLE FDA FOOD CODE	Attached
ATTACHMENT 4 - FLORIDA MODEL JAIL STANDARDS	Attached
ATTACHMENT 5 - PROPOSAL COMPLETENESS CHECKLIST	Attached
PROPOSED SCHEDULE OF EVENTS	DATE
RFP ADVERTISED / POSTED TO THE HCSO AND OSD WEBSITES	June 6, 2022
DEADLINE TO SUBMIT QUESTIONS	June 22, 2022
DEADLINE TO SUBMIT PROPOSAL	August 4, 2022
AWARD NOTIFICATION TARGET DATE	August 25, 2022

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

SUBJECT: Request for Proposals No. 2022-013

REQUEST FOR PROPOSALS TITLE: Inmate Food and Commissary Services

RFP OPENING DATE & TIME: August 4, 2022 at 3:00 PM EST

PLACE: Hillsborough County Sheriff's Office
Malcolm E. Beard Sheriff's Operations Center
Financial Services Division - Purchasing Section
2008 East 8th Avenue
Tampa, FL 33605

Request for Proposals Overview: The purpose of this Request for Proposals (RFP) is to describe the requirements of Chad Chronister, the Sheriff of Hillsborough County, a Constitutional Officer of the State of Florida (Sheriff) to secure a qualified firm(s) or individual(s) to provide Inmate Food and Commissary Services described in ATTACHMENT 1 of this RFP

Any reference to the "Work" throughout this Proposal packet is defined to be inclusive of the Scope of Work and any related performance detailed herein.

PART A - GENERAL TERMS AND CONDITIONS

1. **PROPOSALS:** Must be contained in a SEALED envelope addressed to: Hillsborough County Sheriff's Office, Sheriff's Operations Center, Financial Services Division – Purchasing Section, 2008 East 8th Avenue, Tampa, Florida 33605. **To prevent inadvertent opening, the Proposal must be marked as a PROPOSAL DOCUMENT (including the Proposal number, date, and time of Proposal opening) on the outside of the package.**

If our specifications, when included, are not returned with your Proposal, 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, company'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, *Exceptions* (PART D, Paragraph 1).

2. **PROPOSAL DELIVERY:** The responsibility for getting the Proposal to the 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.
3. **ON-LINE DOCUMENTS:** The HCSO publishes procurement-related documents on its website at <https://TeamHCSO.com/Purchasing> for the convenience of companies 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 proposing, the prices quoted in their response will be good for an evaluation period of 60 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 quoted 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 Awarded 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 (PART D) as part of the materials cost, when applicable.

6. PROPOSAL ERRORS: When errors are found in the extension of Proposal prices, the unit price will govern. Proposals having erasures or corrections must be initialed in ink by the Proposer.
7. CONDITION OF MATERIALS AND PACKAGING: Unless otherwise indicated, it is understood and agreed that any commodity offered or shipped on this Proposal shall be NEW and in FIRST CLASS CONDITION or 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.
8. CLAIMS: The Awarded Contractor will immediately replace missing or damaged items and will be responsible for making any and all claims against carriers.
9. 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.
10. INFORMATION AND DESCRIPTIVE LITERATURE: Proposers must furnish all information requested in the RFP. If specified, each Proposer must submit samples, cuts, sketches, descriptive literature, and/or complete specifications covering the products offered. Reference to literature submitted with previous responses will not satisfy this provision. Proposals which 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 in preparing the Proposal Package.
12. NO PROPOSAL: If you do not wish to submit a response to the Proposal, please return the STATEMENT OF NO PROPOSAL herein as APPENDIX II. The "No Proposal" information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
13. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH ACT (OSHA): The Proposer certifies that all material/items contained in their response meets all OSHA requirements.
14. LAWS, STATUTES, AND ORDINANCES: The terms and conditions of the RFP and the resulting Agreement shall be construed in accordance with the laws and statutes of the state of Florida and ordinances and other regulations of Hillsborough County. Where such statutes and regulations are referenced, they shall be interpreted to apply to this RFP and to the resulting Agreement. While the Sheriff is not bound by Chapter 287, *Florida Statutes*, in the spirit of fair dealing and just opportunity, the HCSO endeavors to meet the directives and business practices articulated in the Chapter.

The Proposer's attention is directed to the fact that all applicable Federal, State and local laws, ordinances, codes, rules and regulations shall apply to the contract throughout and they will be deemed to be included in the contract the same as though herein written. Florida law will govern all questions concerning implementation and execution of this contract and shall also be controlling in any cause of action brought pursuant to this contract.

The Awarded Contractor agrees that it shall observe and obey all the laws, ordinances, regulations and rules of the Federal, State, County and City which may be applicable to its services.

15. **FAMILIARITY WITH LAW:** 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 them from responsibility.
16. **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, are 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.
17. **APPROPRIATION OF FUNDS:** The HCSO, as an entity of local 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 Proposal 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.
18. **PROTESTS:** Any Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all Proposals must submit a notice of protest in writing within 72 hours (excluding HCSO holidays, Saturdays and Sundays) of the notice of award to the HCSO Purchasing Section by registered mail or hand delivery for which a receipt must be provided.
 - A. The HCSO will have five (5) business days upon receipt of the notice to review 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).
 - B. 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 HCSO holidays, Saturdays and Sundays) requesting a management review of the decision. Final decision of an appeal will be made by the Sheriff.

19. **INDEMNIFICATION**: The Awarded Contractor will indemnify and hold harmless the HCSO and its employees and agents from and against all liabilities, claims, damages, losses, and expenses, including attorney's fees arising out of or resulting from the performance of its Work, provided that any such liability, claim, damage, loss, or expense is (a) 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 there from and (b) is cause in whole, or in part, by the act or omission of the Awarded 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 Proposer, 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 Proposer or any Subcontractor under worker's compensation acts, disability benefit acts, or other employee benefit acts.

20. **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 RFP, you are certifying that §§287.132-.133, *Fla. Stats.*, does not restrict your submission.


THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

21. **PUBLIC RECORDS:** Any material submitted in response to this Proposal will become a public document pursuant to §119.07, *Fla. Stat.* This includes material which the respondent might consider to be confidential or a trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, *Fla. Stat.* The Proposer agrees to comply with §119.0701, *Fla. Stat.*, regarding maintenance and provision 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 Proposal will be handled in accordance with applicable *Florida Statutes*.

If the Proposer has questions regarding the application of Chapter 119, Florida Statutes, to the Proposer's duty to provide public records relating to this Contract, contact the custodian of public records at: Hillsborough County Sheriff's Office, Sheriff's Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, (813) 247-8210 or at HCSORecords@HCSO.Tampa.FL.US.

Chad Chronister,
Sheriff of Hillsborough County,
A Constitutional Officer of the State of Florida

By: 
Christina R. Porter, CPA
Chief Financial Officer

SIGNATURE OF ACKNOWLEDGMENT

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

Company Name

Company Officer Name (Printed)

Title

Company Officer Signature

Date

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL. EACH COMPANY'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, *EXCEPTIONS* (PART D, PARAGRAPH 1).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART B - SPECIAL PROVISIONS

1. **COMMUNICATION BETWEEN PARTIES:** All questions in regard to this Proposal are to be directed, in writing, to the Buyer as listed on page 2, *Instructions to Proposers*. No communication is allowed, either directly or indirectly, with any other HCSO employee in regard to this Proposal prior to the notice of award.

In the interest of public access, all documents relating to this Proposal will be posted to the HCSO website at <https://TeamHCSO.com/Purchasing>. This will include Question & Answer (Q&A), 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.

2. **THE VENDOR PACKET:** The completed APPENDIX I must be returned with your Proposal Response along with copies of Hillsborough County Business Tax Receipt, other local government, or state business license(s).
3. **PROPOSER QUALIFICATIONS:** Proposals shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the Proposal. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, the HCSO reserves the right to investigate the financial condition, experience and training records, 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 Sheriff reserves the right to reject a Proposal when evidence indicates the inability to perform the work specified within the RFP.
4. **E-VERIFY REQUIREMENT:** Pursuant to §448.095, *Fla. Stat.*, the Sheriff requires the Awarded Contractor, and any and all subcontractors, if permitted by agreement, to register with and use the E-Verify system to verify the work authorization status of all newly hired employees. If the Awarded Contractor enters into a contract with a subcontractor, the subcontractor must provide the Awarded Contractor with an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Awarded Contractor shall maintain a copy of such affidavit for the duration of the contract. If the Sheriff has a good faith belief that the Awarded Contractor has knowingly violated §448.09(1), *Fla. Stat.*, the contract will be terminated. If the Sheriff has a good faith belief that a subcontractor knowingly violated this subsection, but the Awarded Contractor otherwise complied with this subsection, the Sheriff will promptly notify the Awarded Contractor and order the Awarded Contractor to immediately terminate the contract with the subcontractor. Termination of any and all contracts and/or subcontracts as provided above, does not constitute a breach of contract and may not be considered as such. If the Sheriff terminates a contract with an Awarded Contractor as provided above, the Awarded Contractor may not be awarded a contract for at least one (1) year after the date on which the contract was terminated. The Awarded Contractor is liable for any additional costs incurred by the Sheriff as a result of the termination of a contract.

5. **SUBCONTRACTING:** The Awarded Contractor may not sublet or subcontract any of the contractual obligations concerning this Proposal matter except as provided for in the written contract between the HCSO and Awarded Contractor. This statement prohibits subcontracting overall management obligations pertaining to the work and requires the Awarded Contractor to retain ultimate liability for all contractual obligations.

If a Proposer intends to use subcontractors, the Proposer must identify in the Proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

If a Proposal with subcontractors is selected, the Proposer must provide the following information concerning each prospective subcontractor within five working days from the date of the HCSO's request:

- A. Complete name of the subcontractor,
- B. Complete address of the subcontractor,
- C. Type of work the subcontractor will be performing,
- D. Percentage of work the subcontractor will be providing,
- E. Evidence, as set out in the relevant section of this RFP, that the subcontractor holds a valid business license, and
- F. A written statement, signed by each proposed subcontractor, which clearly verifies that the subcontractor is committed to render the services required by the contract.

A Proposer's failure to provide this information, within the time set, may cause the HCSO to consider their Proposal non-responsive and reject it. The substitution of one subcontractor for another may be made only at the discretion and prior written approval of the project director.

6. **JOINT VENTURES:** Joint ventures will not be allowed.
7. **CERTIFICATE OF INSURANCE:** No Work shall commence in connection with this Contract until the Awarded Contractor and any Subcontractor(s) have met the insurance requirements listed below and obtained approval of such by the HCSO. These policies, obtained at the Contractor's own expense, shall show Chad Chronister, Sheriff, as additional named insured; include the severability of interest provision; provide that all liability coverage required under contract are primary to any liability insurance carried or any self-insured programs of the Sheriff; and shall be maintained throughout the life of this Contract. All insurance policies shall be with insurers qualified and doing business in the state of Florida. The HCSO must be notified within sixty calendar days of cancellation, non-renewal, or change in the insurance coverage.
- A. **Worker's Compensation Insurance:** Worker's Compensation Insurance must meet statutory minimum requirements for all employees connected with the Work of this project and in case any Work is sublet, the Awarded Contractor shall require the subcontractor similarly to provide Worker's Compensation Insurance for all the latter's employees unless such employees are covered by the protection afforded by the Awarded Contractor. Such insurance shall comply fully with the Florida Worker's Compensation Law. In case any hazardous Work under this Contract at the site of the project is not protected under the Worker's Compensation statute, the Awarded Contractor shall provide, and cause each subcontractor to provide, adequate insurance satisfactory to the HCSO for the protection of their employees not otherwise protected. The minimum amounts required are as follows:

Employer’s Liability: \$100,000 Limit each Accident
 \$500,000 Limit each Aggregate
 \$100,000 Limit Disease each employee

B. Contractors Public Liability and Property Damage Insurance: Comprehensive General Liability Insurance (including operations, completed operations, products, contractual, and owners and contractors protective liability) and Comprehensive Automobile Liability Insurance which shall protect the Contractor from claims for damage and 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 the Contractor or by anyone directly or indirectly employed by the Contractor shall be the minimum limits as follows:

Comprehensive General	\$300,000 bodily injury and property damage combined single limit
Automobile	\$300,000 bodily injury and property damage combined single limit.

C. Professional Liability Insurance: Professional Liability Insurance shall meet the following minimum amounts:

\$500,000 per occurrence; and
 \$1,000,000 aggregate.

D. Comprehensive Insurance Coverage: Comprehensive General Liability and Automobile Liability Insurance which shall protect the Contractor 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 the Contractor or by anyone directly or indirectly employed by the Contractor. The minimum amounts of such insurance shall be as follows:

Commercial/Comprehensive General Liability:

Bodily Injury	\$300,000 per person per occurrence
Property Damage	\$300,000 per occurrence
Automobile Liability	\$300,000 combined single limit bodily injury and property damage
Garage Liability	\$1,000,000 combined single limit each occurrence
Garage Keepers Liability	\$100,000 collision and comprehensive per vehicle

8. MANUFACTURER'S NAME: Any manufacturers' names, trade names, brand names information, and/or catalog numbers when furnished are for the 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. The HCSO will not allow substitutions to the brand name, model number or the configuration of the requested equipment or service unless authorized in writing. All items not specifically mentioned but which are standard factory items shall be included. Manufacturer's specification sheets shall be furnished upon request.
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 thereof, 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. PRIOR EXPERIENCE: Proposer must have at least three years' experience in comprehensive experience related to this RFP. A Proposer's failure to meet these minimum prior experience requirements will cause their Proposal to be considered non-responsive and their Proposal will be rejected.
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. The PROPOSAL RESPONSE (PART D) offers details of the criteria below.

	<u>Points</u>
A. Understanding of the Project	10
B. Methodology Used for the Project	20
C. Management Plan for the Project	20
D. Experience and Qualifications	10
E. Contract Cost	<u>40</u>
Total	<u>100</u>

An evaluation committee consisting of a minimum of three (3) persons will be convened. 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. **CLARIFICATION OF PROPOSALS:** In order to determine if a Proposal is reasonably susceptible for award, communications by the Buyer or the Proposal Evaluation Committee are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a Proposal. Clarifications may not result in a material or substantive change to the Proposal. The evaluation by the Proposal Evaluation Committee may be adjusted as a result of a clarification under this section
13. **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.

14. **AWARD:** Award shall be made to the most Responsive Proposal and Responsible Proposer meeting specifications, price and other factors considered. The HCSO reserves the right to award by line item or by overall total, whichever is deemed in the best interest of the HCSO. Award may be made to more than one (1) Proposer to ensure that work is completed in a timely manner.
- A. Award will be dependent upon the determination that the Proposals are responsive, Proposers are responsible, evaluation criteria stated in the Proposal document and any other evaluation criteria deemed relevant and beneficial. Proposals and Proposers determined to be deficient in either responsiveness or responsibility may be rejected without further evaluation. Tabulation of the Proposal prices and Proposer rankings, if applicable, will be published at the time of Award.
 - B. Notification of Award will be sent to the Proposer receiving the Award. Proposal results will be published on the HCSO website: <https://TeamHCSO.com/Purchasing>.
 - C. In the event two (2) or more Proposers have submitted the lowest and best proposals, preference may be given in the award in the following order: first, to the Proposer who has their principal place of business in Hillsborough County; second, to the Proposer who has a place of business in Hillsborough County; and third, if the Proposers involved in the "tie proposal" situation are all located inside/outside Hillsborough County, the toss of a coin may be used to break the tie.
15. **PRECEDENCE:** The Contract Document is complimentary. What is called for by one is as binding as if called for by all. If the Contractor finds a conflict, error, or discrepancy in the Contract Document, they will call it to the Buyer's attention in writing before proceeding with the Work. The Buyer will respond with a written clarification based on the Project Manager's response. Any delays associated with the clarification will be considered for time extensions only, but no damages for delay will be allowed.

In resolving such conflicts, errors, and discrepancies, the Contract Document shall be given preference in terms of the most stringent requirements as determined by the Project Manager. Enforcement of the most stringent requirements will be at the Sheriff's option.

Clarifications and interpretations of the Contract Document shall be issued by the Buyer. The Contract Document will be governed by the laws of the State of Florida.

16. **PRE-QUALIFICATION OF SUBCONTRACTORS, CONTRACTORS, AND SUPPLIERS:** All employees and/or subcontractors of the Contractor which will Work in a HCSO Facility or on a Hillsborough County property may be required to have a background check by the HCSO prior to beginning Work. All employees must comply with HCSO's policy and procedures which includes no smoking on any HCSO property. The Contractor shall be required to provide a Work crew list giving all personnel names and changes as they occur. The HCSO will perform the background checks in-house at no costs to the Contractor.

The Contractor agrees, within seven (7) calendar days of receipt of a written request from the HCSO, to promptly remove and replace any subcontractors employed or retained by the Contract, which the HCSO shall request in writing to be removed with or without cause. If the HCSO requires the removal of any subcontractor, the Contractor shall submit a substitute acceptable to

the HCSO, and the Contract price may be increased or decreased by the reasonable difference in costs associated with such substitution, providing proof of increase or decrease is provided. If the HCSO request was made without cause, an appropriate Change Order will be issued.

17. **CONTRACTOR'S OBLIGATION:** The Contractor agrees that all of its activities within the HCSO will at all times comply with the provisions of Florida Model Jails Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with all Federal, State, and Local statutes, ordinances, laws, regulations, codes, directives, and/or orders, and such further rules, regulations, and policies as the HCSO may deem necessary or advisable to promote the safety, care, quality, and sanitation of the Food Service areas occupied by the Contractor and for the preservation of good order therein. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)

A. The Contractor will:

1. Hold harmless, defend, and indemnify the HCSO against all claims, suits, judgments, settlements, damages, or costs arising from or in conjunction with its actions or inactions related to the award;
2. Hold the HCSO harmless from any and all liability in damages arising out of the covenants and agreements hereunder, it hereby being understood that it is an independent Contractor to furnish said services upon its own credit rather than as an employee of the HCSO;
3. Permit the HCSO to examine, inspect, and have access to the books, records, papers, meters, equipment, and facilities at all reasonable and proper times with respect to the operation of the food services in order to assure that each of the provisions of the Contract are being performed in a manner satisfactory to the HCSO. This covenant applies locally and at the Contractor's Corporate Home Office;
4. Provide the Commander of Detention Services a complete and acceptable written Standard Operating Procedure Manual for the food service areas of the HCSO Jails;
5. Allow the HCSO access to and use of food service areas when not in operation providing notice is given in advance;
6. Test all new products prior to their use within the HCSO Jails. These products will be tested and approved or disapproved by the Food Service Committee;
7. Bear any loss resulting from dishonest acts on the part of its employees;
8. Maintain an adequate staff of employees, on duty, for efficient operation at all times at the facility. However, in the event that contract requirements are not being adhered to (i.e. proper food production, sanitation, guidelines, proper supervision of inmates, etc.), the HCSO reserves the right to require the Contractor to increase his staffing level and such staffing level increase shall be at no additional cost to the HCSO. The minimum staffing levels required are: One (1) CERTIFIED Manager with at least two (2) food service employees on each shift. As per 64 e, a Certified Food Manager must be on duty at all times when food preparation, service or storage is being conducted. The morning shift employees will remain in the kitchen until properly relieved by the evening shift employees. The evening shift employees will remain in the kitchen supervising the kitchen inmates to ensure proper cleanup procedures are followed until the Officer-in-Charge or his/her designee has inspected the kitchen.
9. Ensure the certified personnel listed above possess a CERTIFIED FOOD PROFESSIONAL MANAGER CARD, as required by the Florida Department of Professional Regulation. All employees of the Contractor must comply with the

standards and procedures as set forth in Florida Model Jail Standards; and with Florida Administrative Code Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with all Federal, State, and local statutes, ordinances, laws, regulations, codes, directives, and/or orders, and such further rules, regulations, and policies as the HCSO may deem necessary or advisable to promote the safety, care, quality, and sanitation of the Food Service areas occupied by the Contractor and for the preservation of good order therein. (Florida Model Jail Standards and FAC Chapter 64E-11 are attached.)

10. Prepare and post in the food service area, a copy of the menu of each meal served. The posted copy or another copy will be maintained and made available to the Commander of Detention Services, staff and/or other authorized officials upon request. The Contractor will maintain a permanent record of all menus served within the HCSO Jails including special and medical diets
11. Agree to incur the cost for all food service purchased from other vendors as a result of the Contractor's failure to provide adequate food service for a temporary period as determined by the HCSO during the term of this award;
12. Provide for the removal of swill. This includes provision of any necessary containers for transport of swill from the jail facilities. The contractor shall comply with applicable state and local regulations regarding the handling of swill and pay for any required licenses and permits governing swill removal;
13. Meet with HCSO Jail Division III Commander periodically at any place and time designated by the Division III Commander in order to improve the food service through the solution of problems that may arise and discussion of possible changes in the operational procedures;
14. Be required to supply its own vehicles for the transport of prepared food and the movement of food supplies and cleaning supplies;
15. Agree to maintain a DRUG FREE WORK PLACE and enforce a work place policy in regards to its employees working in the HCSO facilities. The Contractor agrees that it will conduct pre-employment drug screening of all employees prior to their admittance to the facilities, and further that it will randomly test its employees for drug use during each contract term, and further the Contractor agrees to drug test any specific employee requested by the HCSO at no additional cost to the HCSO; and
16. Adhere to the meal hours in the HCSO facility pertaining to call back trays. All requests for call back trays during regular meal periods will be regular tray menu meals. Bag meals will be substituted only after the regular meal hours.

B. Only employees acceptable to the HCSO will be assigned to duty in the Food Service areas. The employees will:

1. Prior to employment at HCSO, all contracted employees will have medical clearance as per FCAC 21.02M which states "A written directive prohibits inmates and employees from working in any food service area if known to have a communicable disease, open wound, sore, or respiratory infection. Medical clearance is required before working with any food". Employees must also submit to periodic health examinations if required by statute. Evidence of such compliance will be submitted to the HCSO upon request;
2. Possess a current State of Florida Food Handler's Card issued by the Hillsborough County Health Department.
3. Be in uniform and present a neat appearance in compliance with F.A.C. 64E-11.
4. Shave daily (male employees).

5. All employees; fingernails must be trimmed and free of nail polish;
6. All employees must be able to perform essential job tasks.
7. Wear a hat or hairnet at all times while in food preparation or serving areas in order to comply with the HCSO's uniform standards. Clothing or uniforms will be clean and appropriate food service attire.

C. In the event the HCSO should become dissatisfied with any food service personnel provided by the Contractor, the Contractor will, upon receipt of written notice from the HCSO, exercise its best efforts to resolve the expressed concern. If such concerns cannot be resolved to the HCSO's satisfaction, the Contractor agrees to revoke the employee's right to work at the HCSO jail facilities. The HCSO shall have the right of disapproval of any food service personnel hired by the Contractor and the Contractor agrees that any such person hired shall be subject to a Sheriff's Office background investigation, at the expense of the HCSO, which will be performed without delay so as not to hinder the ability of the Contractor to perform under this contract. The parties agree in the event any person terminated by virtue of the HCSO exercising the provisions of this subsection asserts a claim against the HCSO, the Contractor, or both of them, the parties will be severally liable from any cause of action, judgment, or settlement stemming from any such termination.

18. **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. 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 design 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 Detention Services Commander for approval by the CFO.

Any changes in the Contract Sum will be reflected on an amended Purchase Order as approved by the CFO in response to the appropriate requisition approved by the Division Commander. A copy of the amended Purchase Order will be provided to the Contractor.

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.

19. **LIQUIDATED DAMAGES:** By executing a Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Hillsborough County Sheriff's Office by law, in the following named amounts and according to the following named procedure:

- A. Vacancy of Food Service Management or Line Staff. Where documentation required to be submitted demonstrates a Contractor staff position, as identified in Part B Para. 8, is unfilled beyond allowable fourteen day period for vacancies/absences, liquidated damages

in the amount of \$250.00 per day per staff position for each calendar day past the fourteen day period that the position was not filled, shall be assessed.

B. Florida Corrections Accreditation Commission (FCAC) Accreditation. In order to maintain accreditation with FCAC, each operation area within the HCSO facility must be in compliance with FCAC standards. Even where only a single operational area within the facility is found non-compliant with FCAC standards, the entire facility will lose its accreditation. Therefore, in the event the facility fails to maintain FCAC accreditation due to non-compliance of food service operations, liquidated damages in the amount of \$25,000 will be assessed against the contractor. Full compliance with FCAC standards and re-obtainment of accreditation must be reestablished as soon as possible. Liquidated damages shall be assessed per incident of loss of accreditation

C. Failure to Meet Service Requirements of the Contract. Liquidated damages shall be assessed where the Contractor repeatedly fails to meet service requirements or fails to correct deficiencies. The following shall apply in assessing liquidated damages:

1. Within the first ten (10) days after written notice from the HCSO of contract deficiencies – No assessment of damages if deficiencies are corrected within the ten (10) day period.
2. After ten (10) days of the initial notice of unsatisfactory service (without corrective action initiated by the Contractor and if unsatisfactory service continues) liquidated damages in the amount of \$1,000 per day shall be assessed.
3. Where the same instance of unsatisfactory service occurs on three or more occasions within a ninety (90) day period, (where the deficiencies have been corrected as indicated in (1) above), liquidated damages in the amount of \$5,000 shall be assessed.

20. **PROPOSAL OPENING:** The Proposal Opening will *not* be open to the public. Proposals will be received until the time and date listed herein and will be read aloud immediately thereafter at the "Place" indicated. A video recording of the Proposal opening will then be posted to the HCSO website <https://TeamHCSO.com/Purchasing>.

A. Proposals must be received by the HCSO Purchasing Section no later than the time and date shown within this Proposal document. 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.

B. 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.

C. 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 the 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.

21. 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, are 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.
22. CONTRACT PERIOD: The Contract shall be effective for two (2) years from the date of award. Upon mutual agreement, the contract may be renewed for three (3) consecutive two (2) year renewal periods based upon mutual consent of both parties. 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 CFO and the agent of the Contractor. Should a decision be made to increase the scope of the contract, the Sheriff and the Contractor will mutually agree, in writing, to an adjusted contract price.
23. ESCALATION/DE-ESCALATION: The HCSO will allow an escalation/de-escalation provision in this Proposal. The escalation/de-escalation will be allowed provided the Awarded Contractor(s) notify the HCSO's Financial Services Division of the pending increase or decrease a minimum of 60 calendar days prior to the end of each two (2) year period for which the RFP was awarded. Said notification shall consist of manufacturer's proof of increase and shall include each individual item, the amount of increase/decrease, and the applicable Proposal Item Number. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.
24. 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. Any additions or deletions to the Proposal will be considered amendments. Any additions or deletions to the Contract will constitute a Change Order and must be executed in writing and approved by the Chief Financial Officer (CFO). The Change Order will consist of a memo to the CFO describing the justification for the item addition accompanied by the Awarded Contractor's written, fixed price quote for each item to be added. If approved by the CFO, the item will be added to the Contract and recorded on the original Proposal tabulation/price sheet.
25. CANCELATION: When deemed to be in the best interest of the HCSO, any contract(s) resulting from this Proposal 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 Contract without cause, all items and/or materials provided through the date of receipt of written notice of cancelation 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 Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated.

26. **ASSIGNMENT:** The Awarded Contractor will not assign, transfer, convey, or otherwise dispose of this contract or any part thereof, or of its right title or interest therein or its power to execute this contract or any amendment or modification hereto, to any other person, company or corporation, without prior written consent of the HCSO. Sale of a majority of corporate stocks, filing for bankruptcy or reorganization shall be considered an assignment.
27. **DEFAULT:** The Contract may be canceled or nullified by the HCSO's CFO in whole, or in part, by written notice of default to the Awarded Contractor(s) upon non-performance or violation of Contract terms. An award may be made to the next best responsive Proposal and responsible Proposer based on evaluation, or articles specified may be purchased on the open market similar to those so terminated. Failure of the Awarded Contractor to deliver materials, or items within the time stipulated in this Proposal, unless extended in writing by the Financial Services Division, shall constitute Contract default. Awarded Contractors who default on contracts may be removed from the HCSO Vendor List and determined ineligible for future contracts at the discretion of the CFO.
28. **NEXT BEST PROPOSER:** In the event of a default by the Awarded Contractor, or cancellation by HCSO, the HCSO reserves the right to utilize the next best responsive Proposal and responsible Proposer. In the event of this occurrence, the new Awarded Contractor shall be required to provide the Proposal items at the prices as contained in their PROPOSAL RESPONSE (PART D), for the remainder of the award period.
29. **DELIVERY:** Product(s) ordered shall be delivered in accordance with estimated time for delivery identified in PROPOSAL RESPONSE (PART D), if indicated. Failure to do so shall be considered a breach of Contract or default and the HCSO may utilize its options as stated herein.
- Any backordered product(s) shall be made available within ten (10) calendar days of the time of backorder (original date of receipt). If the backorder cannot be filled within the time frame of this requirement, the HCSO's Fleet Maintenance Division shall be notified, in writing, thus permitting the HCSO to obtain the required materials/items and/or exercise its options as stated herein.
30. **EMERGENCY:** If and when an emergency requirement should occur, the HCSO reserves the right to deviate from this Contract and procure the item(s) from the most available source.
31. **INVOICING AND PAYMENTS:** The Vendor shall invoice the HCSO for Work completed. All invoices must have a unique invoice number. As applicable, each invoice shall include, but not be limited to, site location of Work completed, description of Work completed, indicate all Work meets state and local codes, supplies, parts and equipment costs, labor hours listed by labor type labor rate, labor total (labor hours x labor rate). The Vendor's parts cost must be readily available to the HCSO for review.

Invoices shall be e-mailed to AccountsPayable@HCSO.tampa.fl.us.

Automated Clearing House (ACH) and HCSO Purchasing Card are the accepted methods of payment; please inquire at (813) 247-8276 or AccountsPayable@HCSO.tampa.fl.us.

Payment shall be made in accordance with Chapter 218, Part VII, Florida Statutes, which states the vendor's rights and the HCSO's 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:

- A. Defective Work not corrected.
 - B. Failure of the Contractor to make payments for materials, labor, equipment or services.
 - C. Continued failure to perform the Work in accordance with the terms and conditions set forth in this Agreement.
 - D. Legal or other claims by third parties relating to the Work performed under the Contract Documents.
32. **EXCEPTIONS TO PROPOSAL**: All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposal by the GENERAL TERMS AND CONDITIONS (PART A), SPECIAL PROVISIONS (PART B) and 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 Proposal Responses that meet the specifications and other requirements imposed upon them by this Proposal. In instances where an exception is stated upon the PROPOSAL RESPONSE (PART D), said Proposal Response will be subject to rejection by the HCSO in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the GENERAL TERMS AND CONDITIONS (PART A) SPECIAL PROVISIONS (PART B) and SPECIFICATIONS (PART C).

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

33. GOVERNMENTAL PURCHASING COUNCILS: All Proposals received shall be considered as Proposals to all members of the Hillsborough County and Tampa Bay Area Government Purchasing Councils, as listed below. Said members may, at their discretion, utilize this Proposal as required.

- | | |
|---|---|
| Children’s Board of Hillsborough County | Hillsborough County Aviation Authority |
| City of Belleair Beach | Hillsborough County Board of County Commissioners |
| City of Clearwater | Hillsborough County Property Appraiser |
| City of Dunedin | Hillsborough County School Board |
| City of Gulfport | Hillsborough County Supervisor of Elections |
| City of Indian Rocks Beach | Hillsborough County Tax Collector |
| City of Largo | Manatee County Board of Commissioners |
| City of Oldsmar | Pasco County Clerk and Comptroller |
| City of Pinellas Park | Pasco County Schools |
| City of Plant City | Pasco County Sheriff |
| City of Safety Harbor | Pinellas County Clerk of the Court |
| City of Saint Pete Beach | Pinellas County Government |
| City of Saint Petersburg | Pinellas County School Board |
| City of Tampa | Pinellas County Sheriff |
| City of Tampa Housing Authority | Pinellas Suncoast Transit Authority |
| City of Tarpon Springs | Saint Petersburg College |
| City of Temple Terrace | State Attorney’s Office |
| City of Treasure Island | Tampa Airport |
| Clerk of Court and Comptroller of Hillsborough County | Tampa Bay Water |
| Hillsborough County Expressway Authority | Tampa Palms Community Development District |
| Hernando County | Tampa Port Authority |
| Hillsborough Area Regional Transit Authority | Tampa Sports Authority |
| Hillsborough Community College | Town of Indian Shores |

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

PART C - SPECIFICATIONS

1. **INTRODUCTION:** For the year 2019, HCSO booked over 41,000 inmates. The average daily population was 2,997 inmates, and the average length of stay was 26 days. The following 2019 (pre-COVID) statistics are provided in order to assist vendors in preparing their proposals:

A. Food Service:

1. Regular meals served: 3,248,083
2. Special medical diets served: 333,131
3. Religious meals served: 2,576
4. Staff meals served: 10,174

B. Commissary Service:

1. Commissary orders: 138,000
2. Indigent standard kit orders: 12,000; Indigent clothing kit orders: 0
3. Care Package orders: 32,000

The vendor(s) must be capable of fulfilling all aspects of this RFP., and be able to demonstrate proficiency in preparation and/or delivery of all services referenced. The vendor selected must have a successful record of implementing these services in like-sized operations.

2. **SPECIFICATIONS:** The Contractor shall provide Inmate Food and Commissary Services in accordance with the specifications as defined in ATTACHMENT 1 of this RFP.
3. **SPECIFIC FOOD SERVICE LAWS:** All meals must comply with the provisions of the Florida Model Jail Standards; and with Florida Administrative Code Chapter 64E-11; and the FDA Food code referenced by FAC Chapter 64E-11; and any future court order or decree of any court having jurisdiction over the same; and with all. Federal, State and Local Statutes, Ordinances, Laws, Regulations and Policies as the HCSO may deem necessary or advisable to promote the safety, care, quality and sanitation of the food service areas occupied by the Contractor and for the preservation of good order therein. (Florida Model Jail Standards, FAC Chapter 64E-11 and the Referenced FDA Food code are attached.)

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

2. PROPOSAL FORMAT AND CONTENT: 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.

Provide distinct sections for the below in your proposal response.

- A. Introduction
- B. Understanding of the Project
- C. Methodology Used for the Project
- D. Management Plan for the Project
- E. Experience and Qualifications
- F. Cost Proposal

Proposers have the option of submitting a proposal for Food services, Commissary services or both. If submitting proposals for both the Food services and the Commissary services, the proposals need to be separate. One proposal for Food services and one proposal for Commissary services. Each will need to adhere to the format listed above. Failure to follow these directives will result in your submission being declared non-responsive and rejected.

3. UNDERSTANDING OF THE PROJECT: The Proposer shall demonstrate that there is a clear understanding of the requirements of scope of this Request for Proposals. The work plan shall include the number and qualifications of the staff to be used in fulfilling the contract, training (minimum of 40 hours) of the vendor staff, as well as inmate staff, and the estimated number of workers required.

Proposals will be evaluated against the questions set out below:

- A. Has the Proposer demonstrated a thorough understanding of the purpose and scope of the project, including the deliverables expected by HCSO?
- B. How well has the Proposer identified pertinent issues and potential problems related to the project?
- C. Has the Proposer demonstrated an understanding of the HCSO's time schedule and can meet it?
- D. Has the Proposer demonstrated a thorough consideration and issues related to any Options?

4. METHODOLOGY USED FOR THE PROJECT:

Proposals will be evaluated against the questions set out below:

- A. Does the methodology depict a logical approach to fulfilling the requirements of the RFP?
- B. Does the methodology match and achieve the objectives set out in the RFP?
- C. Does the methodology include addressing the objectives for any Options?
- D. Does the methodology interface with the time schedule in the Proposal?

5. MANAGEMENT PLAN FOR THE PROJECT:

Proposals will be evaluated against the questions set out below:

- A. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
- B. Is the organization of the project team clear?
- C. How well is accountability, lines of authority, and communication completely and clearly defined?
- D. To what extent does the Proposer already have the hardware, software, equipment, and licenses necessary to perform the contract?
- E. Does it appear that Proposer can meet the schedule set out in the RFP?
- F. Has the Proposer gone beyond the minimum tasks necessary to meet the objectives of the RFP?
- G. Is the Proposal practical, feasible, and within acceptable hourly rates?
- H. How well have any potential problems been identified?
- I. Is the Proposal submitted responsive to any/all equipment requirements in the RFP?

6. EXPERIENCE AND QUALIFICATIONS:

Proposals will be evaluated against the questions set out below:

Questions regarding personnel:

- A. Do the individuals assigned to the project have experience on similar projects?
- B. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
- C. How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the Proposer:

The Proposer shall submit the name, business address and telephone number of individuals and/or organizations who can attest to their ability to provide services as set forth in this bid. HCSO may contact any or all references submitted and rate replies from references on pre-determined questions to be asked uniformly as appropriate by one individual.

- D. How well has the Proposer demonstrated experience in completing projects on time and within budget?
- E. How successful is the general history of the Proposer regarding timely and successful completion of projects?
- F. Has the Proposer provided letters of reference from previous clients or contacts?
- G. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Proposer?

7. **CONTRACT COST:** The lowest cost Proposal will receive the maximum number of points allocated to cost. The distribution of points based on cost will be determined as shown in the example below.

$$\frac{[(\text{Price of Lowest Cost Proposal}) / (\text{Applicable Proposer Price})]}{(\text{Maximum Points for Cost})} = \text{POINTS}$$

8. **COST PROPOSAL SHEET INSTRUCTIONS:** Proposers shall submit the required pricing information in the format specified in this Paragraph for each proposal submitted. All proposed products and services shall be clearly identified. Proposers shall include any additional costs for its proposal (maintenance, support, consultation, training customization, etc.) on a single consolidated set of cost sheets that are clearly identified as “Cost Proposal Sheet”.
- A. The price quote should be all-inclusive. If your price excludes certain fees or charges, you must provide a detailed list of excluded fees with a complete explanation of the nature of those fees.
 - B. Provide individual prices for all items in the proposed solution, including separate prices for any levels of customization that are proposed. Provide alternatives to individual pricing, such as bundled pricing or volume pricing, if offered.
 - C. Structure worksheets so that costs for separate phases of implementation are shown separately (if a multi-phase implementation is proposed).
 - D. Caveat - For cost areas (systems, materials, infrastructure, etc.) not explicitly stipulated in a vendor's proposal, the vendor shall be responsible for coverage of all costs required to meet the specifications of this RFP.

Pricing information shall be separate from the rest of the submitted proposal(s). No pricing information should be contained in the proposal response sections A through E outlined in paragraph 2 of this section.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

9. **CONTRACTOR ORDER INSTRUCTIONS:** Describe the preferred method of contact to request service. (Print the information below):

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office : (____) _____ Mobile: (____) _____ Fax : (____) _____

Email : _____

Company Website : _____

10. **PROPOSER CONTACT INFORMATION:** Provide the contact information for the individual submitting this PROPOSAL RESPONSE. (Please print the information below):

Company Name: _____

Contact Name & Title: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Office: (____) _____ Mobile: (____) _____ Fax: (____) _____

Email : _____

Describe the preferred method of contact for questions regarding this Proposal submission:

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

SIGNATURE OF 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 undersigned must be an Officer of the Company or a designated agent empowered to bind the Company in Contract.**

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 Proposal offered to be entered into;
- B. 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;
- C. That the Proposer is not in arrears to Hillsborough County or the HCSO upon debt or contract and is not a defaulter, as surety or otherwise, upon any obligation to the HCSO;
- 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 60 days following the opening of Proposals.

Respectfully submitted by,

Company Name

Company Officer Name (printed) Date

Company Officer Signature Title

IMPORTANT

Below is an example of the information required on the OUTSIDE of your Proposal Package.

HILLSBOROUGH COUNTY SHERIFF'S OFFICE
SHERIFF'S OPERATIONS CENTER
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION
2008 EAST 8TH AVE
TAMPA FL 33605

PROPOSAL PACKAGE SUBMITTAL

From: _____

RFP # 2022-013

INMATE FOOD AND COMMISSARY SERVICES

OPENING DATE/TIME:
August 6 @ 3:00 PM EST

LISTING OF ATTACHMENTS

- | | | | |
|----|--------------|-----|--|
| 1. | APPENDIX I | PDF | Vendor Application Packet |
| 2. | APPENDIX II | PDF | Statement of No Proposal |
| 3. | Attachment 1 | PDF | Commissary and Food Service Requirements |
| 4. | Attachment 2 | PDF | F.A.C 64E-11 |
| 5. | Attachment 3 | PDF | Applicable FDA Food Code |
| 6. | Attachment 4 | PDF | Florida Model Jail Standards |
| 7. | Attachment 5 | PDF | Proposal Completeness Checklist |