

**HILLSBOROUGH COUNTY  
SHERIFF'S OFFICE**



**CHAD CHRONISTER, SHERIFF**

Request for Proposal No: 3-20

Courthouse Security

July 12, 2020

# HILLSBOROUGH COUNTY SHERIFF'S OFFICE



## CHAD CHRONISTER, SHERIFF

Hillsborough County Sheriff's Office  
 Sheriff's Operations Center  
 2008 East 8<sup>th</sup> Avenue  
 Tampa, FL 33605

Dave Janney, Senior Procurement Analyst  
 Phone: (813) 247-8053 Fax: (813) 242-1826  
 Email: [Purchasing@HCSO.Tampa.FL.US](mailto:Purchasing@HCSO.Tampa.FL.US)

### INSTRUCTIONS TO PROPOSERS

Included herein are *General Terms & 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 & Conditions* (PART A) and *Proposal Response* (PART D). Any questions concerning this Request for Proposal (RFP) should be directed to the Senior Procurement Analyst 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 PROPOSAL 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 PROPOSAL OPENING.**

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<b>PROPOSED SCHEDULE OF EVENTS</b>	<b>DATE</b>
RFP Advertised / Posted to HCSO and OSD Websites	7/12/2020
Deadline for Submission of Letter of Intent	7/17/2020
Mandatory Pre-Proposal Conferences and Facility Tours	7/21/2020
Deadline for Submission of Questions and Answers	7/28/2020
<b>PROPOSAL RESPONSE DEADLINE</b>	8/11/2020
Award Notification Target Date	11/06/2020

**LETTER OF INTENT**

REQUEST FOR PROPOSAL NO. 3-20

The undersigned acknowledges all provisions of the Request for Proposal (RFP) and intends to respond to the Hillsborough County Sheriff's Office (HCSO). Furthermore, the Primary Contact designated below is authorized to receive information relating to this RFP on behalf of the Company and acknowledges that the HCSO website, <https://TeamHCSO.com>, is the primary location of and medium by which all official information will be posted.

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COMPANY NAME

---

COMPANY ADDRESS

---

PRIMARY CONTACT NAME/TITLE

---

EMAIL ADDRESS

---

TELEPHONE NUMBER

FAX NUMBER

---

SIGNATURE OF COMPANY OFFICER

DATE

THE FOLLOWING REPRESENTATIVE(S) WILL ATTEND THE MANDATORY PRE-PROPOSAL CONFERENCES

---

PRINT NAME

EMAIL ADDRESS

---

PRINT NAME

EMAIL ADDRESS

---

PRINT NAME

EMAIL ADDRESS

NOTE: THIS FORM SHOULD BE SENT IMMEDIATELY TO THE SENIOR PROCUREMENT ANALYST LISTED ON THE FRONT OF THIS DOCUMENT AT [Purchasing@HCSO.Tampa.FL.US](mailto:Purchasing@HCSO.Tampa.FL.US) OR FAX TO (813) 242-1826.

**Hillsborough County Sheriff's Office  
Sheriff's Operations Center  
Financial Services Division - Purchasing Section  
2008 East 8<sup>th</sup> Avenue  
Tampa, Florida 33605**

**DATES, TIMES & PLACES – MEETINGS & DEADLINES**

**SUBJECT:** Request for Proposal Number 3-20

**PROPOSAL TITLE:** Courthouse Security

**MANDATORY PRE-PROPOSAL CONFERENCES – Both Pre-Proposal Conferences must be attended.**

PURSUANT TO MAYOR JANE CASTOR'S EXECUTIVE ORDER 2020-27, MASKS ARE REQUIRED TO BE WORN DURING THE PRE-PROPOSAL CONFERENCES AND FACILITY TOURS.

Pre-Proposal Conference #1: July 21, 2020, 9:00 am.

PLACE: Edgecomb County Courthouse  
800 East Twiggs Street  
Jury Auditorium Second Floor  
Tampa, Florida 33601

Pre-Proposal Conference #2: July 21, 2020, immediately following Pre-Proposal Conference #1

PLACE: Juvenile Assessment Center  
8605 North Branch Avenue  
Entry Lobby  
Tampa, Florida 33604

**OPENING DATE AND TIME:** August 11, 2020, 3:00pm.

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

Pursuant to Governor DeSantis' Executive Order 20-139: "*Phase 2: Smart. Safe. Step-by-Step. Plan for Florida's Recovery*" (Order), and since proper social distancing cannot be assured, the Proposal opening, will *not* be open to the public. Proposals will be received until the time and date shown 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://teamhcsso.com>.

**THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK**

## PART A - GENERAL TERMS & 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, 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 <https://TeamHCSO.com> 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 180 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. 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. 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.
7. 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 contract. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.

8. No Proposal: If you do not wish to submit a response to the RFP, please return the Statement of No Proposal found on page 38. The “No Proposal” information is helpful to the process and assures the HCSO you wish to remain on the HCSO Vendor List.
9. 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.
10. 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.
11. 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.
12. Public Entity Crimes: Pursuant to §§287.132-133, Fla. Stat., 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. Stat. does not restrict your submission.
13. 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 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: Hillsborough County Sheriff’s Office, Sheriff’s Operations Center, ATTN: Records Section, 1900 East 9th Avenue, Tampa, Florida 33605, email at [HCSORecords@HCSO.Tampa.FL.US](mailto:HCSORecords@HCSO.Tampa.FL.US), or by phone at (813) 247-8210.

14. 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.

- 15. Acceptance/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 when deemed to be in the best interest of the HCSO.
- 16. Protests: Any prospective 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 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 Senior Procurement Analyst 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 Senior Procurement Analyst 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 HCSO holidays, Saturdays and Sundays) requesting a Management review of the decision. Final decision of an appeal will be made by the Sheriff.

- 17. Technical Specifications: See PART C – *Technical Specifications* (Service Program Details).

CHAD CHRONISTER, SHERIFF  
HILLSBOROUGH COUNTY, FLORIDA

By: 

Christina R. Porter, CPA  
Chief Financial Officer

- 18. SIGNATURE OF ACKNOWLEDGMENT – General Terms and Conditions as outlined above are hereby acknowledged. Our Proposal is attached.

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE OF COMPANY OFFICER

\_\_\_\_\_  
DATE

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR PROPOSAL AFTER COMPLETING PARAGRAPH 18. 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 Hillsborough County Sheriff’s Office (HCSO) is seeking a Contractor capable of providing large scale security services for multiple public buildings within Hillsborough County. Security personnel will be licensed by the State of Florida, Department of Agriculture and Consumer Services, Division of Licensing, which regulates private security services in accordance with Chapter 493, Florida Statutes. All personnel shall be employed directly by the Contractor and shall be approved by the HCSO before training commences.

### 2. SCOPE OF WORK

The Contractor will provide armed and/or unarmed Security Officers at four (4) Primary Locations within Hillsborough County: the Courthouse Complex – Tampa, the Plant City Courthouse, the County Center Complex, and the Juvenile Assessment Center (JAC). See EXHIBIT A – *Staffing Schedule* for more detailed location information.

Services at the above locations include some or all of the following activities: monitoring public access through metal detectors known as magnetometers; x-ray screening of all personal effects; patrolling parking garages and Joe Chillura Courthouse Square Park; performing scheduled security checks; working inside courtrooms and adjacent waiting areas on a limited basis; and other duties related to the protection and security of property and persons.

Security at the Courthouse Complex – Tampa, the Plant City Courthouse, and the County Center Complex is under the command of the Department of Detention Services, Court Operations Division security at the JAC is under the command of the Department of Detention Services, Jail Division I.

Services at the JAC location include the Contractor overseeing the process of receiving and detaining arrested juveniles, including but not limited to the following actions and/or procedures: taking booking photographs, collecting DNA samples (both local and state), verifying/entering charging information (including eCRAs), searching arrestees, fingerprinting arrestees, feeding detainees, observing and appropriately documenting detainees at 10 minute intervals, running checks for outstanding warrants via FCIC/NCIC, reporting warrant hits to local law enforcement, and ensuring warrants are removed from the system upon booking.

The Contractor is also responsible for releasing juveniles on their own recognizance for in-county traffic warrants. The Contractor shall ensure its Security Officers are trained to effectively communicate, monitor, and control the juvenile’s behavior. The Contractor shall ensure its Security Officers are trained in juvenile corrections techniques to physically control detained youth. The Contractor shall consistently report, document, log activities, and remain vigilant in oversight of the juveniles. The Contractor will work closely with other on-site providers to facilitate the flow of information between the in-house agencies as they perform screening and court related functions. The Contractor shall make proper notifications for emergency and non-emergency medical/mental health care and generate reports on significant issues to include all “use of force” incidents.

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). Any exceptions should be noted in the *Proposal Response* (PART D).

### 3. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those companies or individuals 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 continuous provision of quality service to the HCSO. 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 HCSO will require background checks of Contractor employees who will be working on HCSO property.

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

### 4. MANDATORY PRE-PROPOSAL CONFERENCES AND FACILITY TOURS

All Proposers must attend the Pre-Proposal Conferences and Facility Tours at the time, date and places indicated on page five (5). The purpose of the Pre-Proposal Conferences and Facility Tours will be to offer all interested parties an opportunity to discuss the Proposal requirements, specifications, conditions and processes as well as to view the facilities and equipment in use. The conferences will begin at the Edgecomb County Courthouse. Attendees should gather in the Jury Auditorium on the second floor. Upon completion of the courthouse tour, the meeting will break and resume at a specified time in the entry lobby of the JAC. It is our intention to minimize the time spent while affording a comprehensive tour and adequate time to ask and respond to questions. We estimate three (3) to four (4) hours including travel time between locations.

Pursuant to Mayor Jane Castor's Executive Order 2020-27, masks are required to be worn during the Pre-Proposal Conferences and Facility Tours.

### 5. LETTER OF INTENT

Interested Proposers planning to attend the Mandatory Pre-Proposal Conferences and Facility Tours, should notify the Senior Procurement Analyst 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 Questions & Answers (Q & A).

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## 6. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Senior Procurement Analyst: Dave Janney, at [Purchasing@HCSO.Tampa.FL.US](mailto:Purchasing@HCSO.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 <https://TeamHCSO.com>. This will include minutes from the Mandatory Pre-Proposal Conferences and Facility Tours, 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 Senior Procurement Analyst 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 acknowledgment to the *General Terms & Conditions* (PART A) is required on page eight (8) and a signature of affirmation is required on page 36. All attachments to the RFP requiring signature acknowledgment (e.g. amendments) must 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 following required Proposal documents:

- **One (1)** original Proposal marked “**ORIGINAL**”. The original Proposal is the HCSO’s official record and recording of the Proposal being submitted and **one (1) electronic copy** in Microsoft Windows® compatible format, such as .pdf, on USB Drive. The Proposal shall be one (1) PDF document. Any proprietary information should be marked as such on the original and a copy should be saved to a folder separate from the rest of the Proposal in the electronic copy.
- **Three (3)** complete copies of the Proposal marked “**COPY**”.
- **One (1)** redacted copy of the Proposal marked “**REDACTED**”. If applicable, provide one (1) electronic redacted copy of the Proposal in Microsoft Windows® compatible format, such as .pdf, on USB Drive in conformity with PART A - *General Terms & Conditions*, Paragraph 13 Public Record.
- **Four (4)** copies of any additional literature.

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 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 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 AND EVALUATION CRITERIA

Initially, all Proposals submitted will be reviewed to determine if the Proposal is responsive in terms of completeness and the Proposer is responsible in proof of a legal, legitimate business enterprise has been provided, along with any other qualifications stipulated. Proposals determined to be deficient in responsiveness or Proposers determined to be deficient in responsibility may be rejected without further evaluation.

Proposals determined to have met the minimum requirements will then be evaluated based on the weighted Evaluation Criteria detailed below which directly corresponds to information required in the *Proposal Response* (PART D). It is therefore important to maintain the organization of your response as indicated below and, in identical order, in PART D so the evaluators may easily locate the required documents.

The *Proposal Response* (PART D) provides details of the following Evaluation Criteria:

<u>Evaluation Criteria</u>	<u>Points</u>
a) X-ray screening and magnetometer training and procedures.	20
b) Personnel – Recruiting, qualifying and training.	20
c) Hourly billing and pay rates.	20
d) Ability to identify/detect firearms and other weapons during security screening process.	10
e) Personnel – Attracting and retaining.	10
f) Company overview.	10
g) Transition plan.	10
	<u>100</u>
Total:	<u>100</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 Senior Procurement Analyst. When all evaluations are complete, the Senior Procurement Analyst will tabulate the results providing a scoring matrix indicating the group's collective ranking of each Proposer. The Senior Procurement Analyst 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.

## 12. INTERVIEWS

The HCSO, at its sole discretion, may require Proposers to participate in on-site interviews and conduct demonstrations to the HCSO Evaluation Committee and other HCSO representatives, in an effort to clarify the Proposal(s) submitted or to compare to other Proposals.

Proposers should be prepared for detailed oral discussions to substantiate any or all of its submitted Proposal, including its qualifications to furnish the specified services. Proposers are cautioned not to rely on the possibility of interviews, presentations or demonstrations and to submit complete and comprehensive written responses to the RFP.

Any costs associated with oral discussions, or demonstrations are the sole responsibility of the Proposer(s).

## 13. BEST AND FINAL OFFER (BAFO)

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 Senior Procurement Analyst will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Senior Procurement Analyst. 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 Senior Procurement Analyst.

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

The Senior Procurement Analyst 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.

In the event two (2) or more Proposers have submitted the best Proposal, 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 will be used to break the tie.

Award or No Award notifications will be sent to all Proposers. Proposal results will be available on HCSO's website at <https://TeamHCSO.com>.

15. 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, Florida Statutes. Proposers are enjoined from discussing or disclosing the content of any Proposal with competing Proposers during the evaluation and negotiation process.

16. 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.

17. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this Proposal or resulting contract 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 acknowledgment (refer to *Special Provisions*, PART B, Paragraph 25).

18. 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. This statement does not prohibit subcontracting of the Work but does prohibit subcontracting overall management obligations pertaining to the Work and requires the Contractor to retain ultimate liability for all contractual obligations.

19. 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 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 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 a contract may be removed from the HCSO Vendor List for future contracts at the discretion of the CFO.

20. CANCELATION

When deemed to be in the best interest of the HCSO, any contract 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 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.

21. NEXT BEST PROPOSER

In the event of a default by the Contractor, 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.

22. ESCALATION/DE-ESCALATION

Hourly billing rates are to remain constant during the initial contract term. Escalation or de-escalation of the hourly billing rates will be considered only in terms of a change mandated by law affecting payroll taxes, licensing fees or minimum wage requirements. Written notice and documentation of such changes must be presented to and accepted by the HCSO a minimum of 60 calendar days prior to the effective date of the change.

An annual cost of living review will be allowed at the contract renewal date. Documentation substantiating an increase in labor rates will be provided based on the Bureau of Labor Statistics Employment Cost Index for Total Compensation, for Civilian Workers, by Occupational Group and Industry (Table 4) for Service-providing Industries. The base labor index will be from March 2020. The maximum allowable increase will be 2.5% of the base labor index.

### 23. 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 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.
  - i. Worker's Compensation: Florida Statutory Requirements.
  - ii. 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 explosion, collapse and underground (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, 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.

\$1,000,000 combined single limit.

### 24. PRE-QUALIFICATION OF SUBCONTRACTORS, VENDORS, AND SUPPLIERS

All employees and/or subcontractors of the Contractor which will Work in a HCSO Facility or on a HCSO property will 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.

25. PROCESSING CHANGE ORDERS

Any changes which result in an increase or decrease to the Contract's hourly billing rate, must be based on the labor index. Any increase or decrease to staffing requirements, or any addition or deletion of locations will be determined by the respective Division Commanders. These changes will be processed as a Change Order to the Contract. Any such changes will not invalidate this Contract. Change Orders will be dated and sequentially numbered.

Change Orders 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 Division Commander for approval by the CFO.

Any changes in the contract sum will be reflected on an amended purchase order as requested by the Division Commander and as approved by the CFO. 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.**

26. 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.

27. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO monthly in arrears. Daily time sheets (or other time keeping method implemented) will serve as verification of the hours billed.

At a minimum, an invoice shall show: the purchase order number, a unique invoice number, the Work Site address, Post location, type of position (armed or unarmed), number of hours billed and the hourly rate. Invoices must include detail of the hours worked by each individual and must be separated by each of the four (4) billing locations: the Courthouse Complex – Tampa, Plant City, County Center Complex, and the JAC.

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 emailed to [AccountsPayable@HCSO.Tampa.FL.US](mailto:AccountsPayable@HCSO.Tampa.FL.US).

ACH and HCSO Purchasing Card are the accepted methods of payment. Please inquire at (813) 247-8276 or at [AccountsPayable@HCSO.Tampa.FL.US](mailto:AccountsPayable@HCSO.Tampa.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.

28. EXCEPTIONS TO PROPOSAL

All Proposal Responses must clearly state with specific detail all deviations to the requirements imposed upon the Proposer by the *General Terms & 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 & Conditions* (PART A), *Special Provisions* (PART B), and *Technical Specifications* (PART C).

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## **PART C – TECHNICAL SPECIFICATIONS (SERVICE PROGRAM DETAILS)**

### 1. GENERAL REQUIREMENTS

The Proposer will be expected to respond with a detailed description of their company's ability to provide the services specified. The specifications listed below are intended to provide the minimum requirements of the Hillsborough County Sheriff's Office (HCSO). The successful Proposer will describe the methods, resources, systems and processes utilized to create and maintain an outstanding plan for service. While the specifications listed herein represent HCSO preferences, they are not intended to be restrictive to potential Contractors. They are intended to serve as guidelines to features required for satisfactory performance. The HCSO is interested in the business practices Proposers use to recruit, train, supervise, evaluate and retain quality personnel.

### 2. OPERATIONS SPECIFICS BY LOCATION

The Contractor will provide armed and/or unarmed Security Officers at four (4) Primary Locations within Hillsborough County as discussed below.

#### a) Courthouse Complex – Tampa

The Courthouse Complex – Tampa is comprised of the following locations:

- i. The Edgecomb County Courthouse located at 800 East Twiggs Street, Tampa, Florida 33601;
- ii. The Clerk/Public Defender's Offices at 700 East Twiggs Street, Tampa, Florida 33601;
- iii. The Clerk/State Attorney's Offices at 419 Pierce Street, Tampa, Florida 33601;
- iv. The Hillsborough County Courthouse Annex at 401 North Jefferson Street, Tampa, Florida 33601;
- and
- v. The Twiggs Street Parking Garage east of the Edgecomb County Courthouse on Twiggs Street

- b) The primary focus of Courthouse Complex – Tampa security is the screening of all persons and all items entering the buildings in order to detect and prevent weapons or other prohibited items from being carried into the facilities. Walk-through metal detectors (magnetometers), hand held magnetometers and x-ray machines are in use. Night time and weekend duties focus more on internal and external security checks and patrolling parking garages.

#### c) Plant City Courthouse

The Plant City Courthouse is located at 301 North Michigan Avenue, Plant City, Florida 33563. Like the Courthouse Complex – Tampa, the primary focus of security at this location is the screening of all persons and all items entering the buildings in order to detect and prevent weapons or other prohibited items from being carried into the facilities. Walk-through metal detectors (magnetometers), hand held magnetometers and x-ray machines are in use. Night time and weekend duties focus more on internal and external security checks.

## d) County Center Complex

The County Center Complex is comprised of the following locations:

- i. The County Center building at 601 East Kennedy Boulevard, Tampa, Florida 33601;
- ii. The Joe Chillura Courthouse Square Park located at the northeast corner of Kennedy Boulevard and Morgan Street; and
- iii. The Pierce Street Parking Garage located on the southeast corner of Kennedy Boulevard and Pierce Street.

Services to be provided at the County Center Complex include a general security presence in the County Center building and patrols at the Pierce Street Parking Garage and the Joe Chillura Courthouse Square Park as well as providing security for the regularly scheduled Board of County Commission meetings which are usually held in the County Center building. Walk-through metal detectors (magnetometers), hand-held magnetometers and x-ray machines are also in use. Nighttime and weekend duties focus more on internal and external security checks and patrolling the parking garage.

Posts for the County Center Complex, the Courthouse Complex – Tampa and the Plant City Courthouse will require 59 Security Officers for a total of 2,319 billable hours per week. Security at these locations is under the command of the Department of Detention Services, Court Operations Division.

## e) Juvenile Assessment Center

The primary function of the Hillsborough County Juvenile Assessment Center (JAC), located at 8605 N. Branch Avenue, Tampa, Florida 33604, is the intake, assessment, and release of juveniles arrested by law enforcement in Hillsborough County. The JAC posts are responsible for unarmed security 24 hours per day, 7 days per week, 365 days per year and will require 13 full-time Security Officers for a total of 504 billable hours per week.

The JAC is under the command of the Department of Detention Services, Jail Division I.

Refer to EXHIBIT A - *Staffing Schedule* and EXHIBIT C – *Controlled Access Point Screening Statistics* for additional details.

3. CONTRACTOR REQUIREMENTS

The Contractor will be a Class “B” licensed security agency whose managers also meet the State of Florida licensing requirements. The Contractor shall be solely responsible for the recruitment, hiring, training, supervising, discharging, and compensation of all employees. Nothing in this solicitation or ensuing contract will intend to create or imply an employment relationship between the HCSO and any Security Officer or Supervisor.

4. CONTRACTOR MANAGEMENT PERSONNEL

The Contractor will assign one (1) Contract Manager (or no more than one (1) for each security operation if necessary), who shall be a Security Officer, and has the authority to act on behalf of the Contractor and who will be the direct contact for the respective Division Commanders or their designees. This position shall not be reimbursed or paid by the HCSO.

Said Contract Manager(s) shall maintain open communication with HCSO Division Commanders, carry out disciplinary procedures, provide reports as required, and hold regularly scheduled meetings with HCSO personnel to identify any current or potential issues, implement remedial plans, and actively cooperate in all matters pertaining to this Contract.

## 5. SECURITY OFFICER QUALIFICATIONS

Three classifications of Security Officers will be required: unarmed, armed, and supervisory. All Security Officers will hold either a Class “D” or Class “G” State of Florida license and will be direct employees of the licensed security agency, which will become the Contractor as a result of the award for this solicitation. Security Officers shall have met all the qualifications to become licensed by the State of Florida, i.e. be at least 21 years old, have a high school diploma or GED, have successfully completed 40 hours of State approved Security Officer training (and an additional 16 hours firearms training for Class “G” license holders), have never been convicted of a felony, adjudicated incompetent, or been committed to a mental institution or have a history of drug or alcohol abuse. Security Officers will be physically fit (not assigned to “light duty”), of stable mental and emotional health, present a professional appearance and attitude, be able to calmly handle emergencies, remain alert, be cooperative, respectful of and able to communicate with the public in the English language.

The HCSO will require that all armed Security Officers assigned to any Courthouse Complex – Tampa, Plant City Courthouse, or the County Center Complex Post have education and/or meaningful and verifiable work experience through one or more of the following:

- a) Former Law Enforcement Officer.
- b) Former Corrections Officer.
- c) Former Federal Agency Officer.
- d) Retired Military (20 or more years).
- e) Military service with specialized training (military police, elite military forces, USMC Combat Arms, etc.).
- f) Criminal Justice Degree (Associate or higher) with demonstrated experience in the carrying and use of a firearm in a work-related environment.
- g) Police Academy Graduate.

The HCSO will require that all Security Officers assigned to any JAC post shall have education and/or meaningful and/or verifiable work experience through one or more of the following:

- a) Former or retired Law Enforcement Officer.
- a. Former or retired Corrections Officer.
- b) Former or retired Military with Law Enforcement experience.
- c) Former or retired Military with Corrections experience.

In addition, it is preferred that all Security Officers have a minimum of one (1) year security experience.

All applicants for Security Officer positions will be subject to a criminal background check and clearance by the HCSO. The HCSO will perform the background checks at no cost to the Contractor. The Contractor will provide to the HCSO the following employee information prior to beginning on-the-job training:

- a) Letter from Contractor identifying Security Officer and post to be filled.
- b) Copy of Contractor's employment application to include name, address, date of birth.
- c) Florida Driver's license number.
- d) Florida Class "D" or Class "G" license number.
- e) Previous Civilian Security-related, Military or Law Enforcement experience.
- f) Training locations and completion dates – including names of police academies, colleges, universities, etc.
- g) Background check from a licensed third party to be completed annually.

## 6. TRAINING AND POST ORDERS

Each Post or position will have very specific written set of Post Orders detailing the duties and responsibilities of that Post. All Security Officers must be fully trained in the duties of the Post to which they are assigned based on the Post Orders. The Contractor will be responsible for developing training program for each Post. The Contractor's training materials and procedures will be submitted to the Division Commander or his designee for approval before implementation. At a minimum, the Contractor will provide each new employee 16 hours on the job training per Post. Each Security Officer must also be trained in CPR/First Aid. The Contractor may also offer in-service training and career advancement training opportunities. The Contractor will pay for all initial, on the job, and in-service training.

The Contractor will be expected to provide well defined operational policies and procedures based on the State of Florida Division of Licensing requirements, the Contractor's Policy and Procedure manual, and the HCSO Standard Operating Procedures and Post Orders. It will be the Contractor's responsibility having received notice of any changes to these policies and procedures or Post Orders to convey the same and provide training if necessary to the HCSO assigned Security Officers.

The Contractor will be required to conduct COVID-19-related screenings, to include temperature readings, in addition to any other safety precautions directed by the HCSO that are required by executive orders, recommended by public health agencies, or otherwise deemed to be in the best interest of the Public.

## 7. REQUIRED STAFFING

Post locations, type of personnel required, and schedule for Courthouse Complex – Tampa, Plant City Courthouse, County Center Complex, and JAC programs are provided in EXHIBIT A - *Staffing Schedule*. All Proposal Responses should be based on the minimum staffing requirements presented in EXHIBIT A. The Contractor will ensure that Post coverage will be maintained at all times by having sufficient, trained, and approved back up Security Officers to cover for scheduled and unscheduled time off. There should be consistency in assigned staff in order to develop experienced individuals. There should also be adequate cross-training in Post duties. Part time assignments should be minimized in order to retain qualified and satisfied employees.

## 8. EQUIPMENT, UNIFORMS AND FACILITIES

All Security Officers must be uniformed as per the provision of §493.6305, Fla. Stat. Uniforms will **not** be provided by the HCSO. The Contractor will provide and maintain any personal transportation or motorized vehicle(s) that may be required by a Post.

The HCSO will provide:

- a) Security access control and identification badges for all approved Security Officers.
- b) Two-way radios. Security personnel will communicate on the same channel as the HCSO Deputies while on duty. The Contractor will reimburse the HCSO for loss or damage to a radio not caused by actions of the job.
- c) Maintenance, repair or replacement of all security scanning and x-ray equipment as well as closed circuit cameras, access door controls, alarms etc.
- d) Office furniture or office space is provided where required, along with break areas, squad rooms and locker rooms.

9. SECURITY OFFICER REGULATIONS

Security Officer Regulation of Professions and Occupations can be found in Chapter 493, Florida Statutes.

The HCSO may prohibit entry to any secure facility, or remove therefrom, any Contractor employee who does not perform their duties in a professional manner. The HCSO also reserves the right to search any person, property, or article entering or leaving its facilities or the facilities for which security is the express responsibility of the HCSO.

When a Security Officer resigns or is discharged from their employment with the Contractor, the Contractor shall immediately notify the respective Division Commander or designee, ensure return of security access control and/or identification badges and any radio equipment issued by the HCSO.

10. RISK MANAGEMENT

The Proposer shall describe in the Proposal Response how management interprets the risk and liability involved in providing this service and what steps the company takes to reduce and eliminate such risk.

A list of any significant claims or lawsuits pending against the company and the nature of the same are required to be submitted in the Proposal Response. Additionally, a summary description of all significant claims or lawsuits resolved over the past three (3) years is also required to be submitted and must include explanations of each outcome.

11. PERFORMANCE EVALUATION AND DISCIPLINARY ACTION

The majority of the Security Officers assigned to this program will be in direct contact with the public on a continual basis. The HCSO is interested in any part of the Proposer's training program(s) which addresses dealing with the public as well as the company policy for handling complaints from the public regarding your employee's performance or behavior.

12. REPORTING

The Contractor will be required to maintain daily personnel attendance logs/time sheets which shall be made available to the respective Division Commanders as requested and which shall be the basis of monthly invoicing. The status of vacant Posts, overtime reports and other billing issues will be provided weekly. The respective Division Commander will receive a full written report of any incident resulting in a breach of security or endangerment or harm to any individual or damage to any structure or equipment.

Different Posts will have specific functions requiring reports related to recording equipment meter reading, visitor log in sheets, security checks, etc. as described in Post Orders.

13. EMERGENCY/DISASTER SERVICES

The HCSO may request additional manpower to cover emergency/disaster services for response to such events as terrorist threat, riots, strikes or natural disasters and acts of God. The HCSO Continuity of Operations Plan would include and require the Security Services Contractor to work with law enforcement's plan to maintain order and to reinstate normal public service function as quickly as possible. This may require additional personnel or reorganization of personnel or relocation of services. The Contractor will be expected to support and comply with all law enforcement requests during such events to the best of their ability and in mutual dedication to the public good.

14. HOURLY BILLING RATES

The HCSO will pay for services rendered at the hourly billing rates for the three (3) classifications of Security Officers (armed, unarmed, supervisory) based on the information in EXHIBIT A. Proposed hourly billing rates will be presented in *Proposal Response* (PART D). Rates will include straight time and overtime/holiday for each position. Rates will also be shown by location.

Straight time billing will be used for all hours as contracted in this solicitation or as permanently added to the contract in the future. Overtime rates will apply only as pre-approved by the respective Division Commander or designee. Overtime rates will apply to HCSO holidays as posted on the HCSO website.

Hourly billing rates are to remain constant during the initial contract term. Refer to *Special Provisions*, PART B – Paragraph 22 Escalation/De-escalation, for terms involving billing rate changes.

15. ADD/DELETE

The basis of this Contract will be the hourly rates per type of position and the performance of the Contractor and the assigned personnel of the Contractor. Changes in the number of personnel required by the HCSO or the number of locations served will not affect the hourly labor rates. Any increase or decrease to staffing requirements, addition or deletion of locations, or change to the procedural orders for a Post will be determined by the respective Division Commanders, set forth in the Post Orders and staffing requirements, and handled directly with the Contract Manager(s) and a Change Order completed if necessary (refer to *Special Provisions*, PART B, Paragraph 25 Processing Change Orders).

16. DEDUCTIONS FOR NON-CONFORMANCE

Failure of the Contractor to provide or perform the services required may result in written notice from the HCSO of a monetary assessment against the Contractor. The assessed amounts to be deducted against current or future invoices will apply to the following infractions for each occurrence and each day the occurrence remains uncorrected:

- a) \$1,000

Security Officer's failure to detect a firearm or replica firearm that was clearly apparent on x-ray or alerted by metal detector.



b) \$500

- i. Improperly licensed or untrained Security Officer assigned to a Post.
- ii. Contractor's failure to fully staff a shift.
- iii. Each Security Officer missing from a Post equals one (1) occurrence.

c) \$250

- i. Failure to maintain trained back up Security Officers.
- ii. Improperly uniformed Security Officer reports for Duty.
- iii. Failure to follow Policy and Procedures, Post Orders, or special orders.
- iv. Failure to provide or possess required equipment.

17. COMMENCEMENT & TRANSITION

Security Services are currently provided by G4S. Should a new Contractor be awarded the Contract, the HCSO will require complete coordination between the Awarded Contractor and G4S to facilitate a smooth transition and prevent any service interruption. The Awarded Contractor will be responsible for coordinating with the HCSO and G4S to ensure that the Awarded Contractor's personnel are properly trained prior to commencement. The training shall be at the expense of the Awarded Contractor. Should the Awarded Contractor's transition plan include hiring and retaining of Security Officers working for G4S, describe how the transition will be handled and if benefits and accrued leave for those persons would be addressed.

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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 nonresponsive and subject to rejection by the HCSO.

SUBJECT TO THE 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 & 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 28 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:

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## 2. NARRATIVES AND DOCUMENTATION

The criteria upon which each Proposal Response will be evaluated is disclosed in PART B - *Special Provisions*, Paragraph 11. Proposal evaluation will be conducted in reference to the needs of the HCSO and in relation to other Proposal Responses. Therefore, it is important to maintain the organization of your Proposal Response as indicated below so the evaluators may easily locate the required documents. Include narratives and other supporting documentation, as appropriate.

The listing below refers to PROPOSAL RESPONSE SECTION COVER PAGES which have been provided on the following pages and which correspond directly to the Evaluation Criteria outlined in PART B:

- a) X-ray screening and magnetometer training and procedures;
- b) Personnel – Recruiting, Qualifying and Training;
- c) Hourly billing and pay rates;
- d) Ability to identify/detect firearms and other weapons during security screening process;
- e) Personnel – Attracting and retaining;
- f) Company overview; and
- g) Transition plan.

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**X-Ray Screening and Magnetometer Training and Procedures (Part D.2.a)****20 Points**

## Documents:

- Training syllabus and materials regarding x-ray screening and magnetometer use.
- Resumes of Trainers.

## Narrative:

- Describe the experience the company has in x-ray scanning and magnetometer use by listing other locations where the company is currently performing this service and the volume of traffic handled.
- Describe the company's training in the area of x-ray screening and use of magnetometers.
  - i. How is the training conducted?
  - ii. How many hours are dedicated?
  - iii. What are the qualifications of the trainers?
  - iv. If company experience is limited in the area of x-ray and magnetometer use, provide a detailed explanation of the plan to develop and maintain a large operation with significant and ongoing screening requirements.

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**Personnel – Recruiting, Qualifying and Training (Part D.2.b)****20 Points**

Documents:

- Recruitment literature.
- Training Syllabus or printed materials.

Narrative:

- Describe the company's policies regarding the following:
  - i. Describe the company's qualification process for a Security Officer.
  - ii. Describe the methods used by the company to recruit Security Officer personnel.
  - iii. Describe the company's basic training program to include how to deal with the public.
  - iv. Describe the company's policy for handling complaints from the public.
  - v. Describe the company's disciplinary procedures.
  - vi. Describe the company's employee performance evaluation program including evaluation frequency.
  - vii. Describe the frequency by which the company conducts background checks on Security Officers.

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**Hourly Billing and Pay Rates (Part D.2.c)****20 Points**

Proposers must download and complete EXHIBIT B - *Pricing Matrix*. EXHIBIT B is posted to the website in conjunction with the RFP's EXHIBIT A - *Staffing Schedule*, and all associated Proposal documents.

EXHIBIT B - *Pricing Matrix* consists of:

CHART 1: Proposers must enter the hourly, straight time billing rates by position as indicated. The annual cost by location will automatically calculate. Allowances for holiday rates must **not** be included on CHART 1.

CHART 2: Proposers must enter minimum hourly wage paid to employees and hourly overtime/holiday billing rates by position.

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**Ability to Identify/Detect Firearms and Other Weapons During Screening Process (Part D.2.d) 10 Points**

## Documents:

- Provide written policy for addressing Security Officers who fail to detect weapons in the screening process.
- Provide statistics on success and failure rates.

## Narrative:

- Describe the company's experience and history with identifying and detecting weapons by use of x-ray screening equipment and magnetometers.
- Provide statistics and elaborate on the company's actual success or failure rate at detecting weapons in actual security operations.
- Explain how the company would address Security Officers who fail to detect weapons in either simulated situations or actual events.

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**Personnel - Attracting and Retaining (Part D.2.e)****10 Points**

## Documents:

- Personnel and Benefits Manual.
- Disciplinary Procedures.

## Narrative:

- Provide the company's pay scale for armed, unarmed Security Officers and Supervisors; see EXHIBIT B – *Pricing Matrix*, CHART 2.
- Describe all benefits offered to Security Officer employees to include, but not limited to, the following:
  - i. Uniforms and duty gear provided;
  - ii. Reimbursement of parking costs;
  - iii. Type(s) of insurance coverage available and related cost;
  - iv. Type(s) of paid leave available and basis on which it is earned.
- Provide the statistics on employee turnover rates by position.
- Describe advancement opportunities within the company and process by which an employee becomes eligible or qualifies.
- Describe the company's methods of retaining employees.
- Describe employee recognition and incentive programs, if offered.

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**Company Overview (Part D.2.f)****10 Points**

## Documents:

- Financial statements (preferably audited).
- State of Florida and Class “B” Licensing.
- Company policy for handling complaints.
- Risk Management – List of significant pending claims and/or lawsuits and any claims and/or lawsuits resolved during the last three (3) years including the outcome(s).
- APPENDIX I - References - Security Services.
- APPENDIX III - *Vendor Packet*.

## Narrative:

- Demonstrate corporate, financial, and organizational capability and support:
  - i. Company history and philosophy.
  - ii. Years in business.
  - iii. Mission statement.
  - iv. Principal stakeholders.
  - v. Corporate and local organizational structure.
  - vi. Locations where the Company performs similar services.
  - vii. Current number of Security Officers employed.
  - viii. Risk Management – Interpretation of responsibility to include steps to eliminate risk.

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**Transition Plan (Part D.2.g)****10 Points**

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Documents:

- APPENDIX II - References - Transition Plan.

Narrative:

- Provide detailed information concerning the company's plan to facilitate a smooth transition and prevent any service interruption.
- Provide details concerning whether the company plans to hire/retain Security Officers working for the current provider and how this process will be handled.
  - i. Describe how benefits and accrued leave will be handled for any retained Security Officers.
- Identify the company's existing corporate and/or local management resources and explain how those resources, if any, would facilitate a smooth transition.

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3. COMPANY CONTACT INFORMATION

Provide the contact information for the individual submitting this Proposal Response. (Please type or print)

Contact Name & Title: \_\_\_\_\_

Address: \_\_\_\_\_

Office #: \_\_\_\_\_ Mobile #: \_\_\_\_\_ Fax #: \_\_\_\_\_

Email: \_\_\_\_\_

Website: \_\_\_\_\_

4. EXAMINATION AND CERTIFICATION STATEMENT

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

The undersigned certifies that any exceptions to the Proposal specifications are noted in *Proposal Response* (Part D) or appended thereto. 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 in *Proposal Response* (Part D) or appended thereto.

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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 180 days following the opening of proposals.

Respectfully submitted by:

Company Name: \_\_\_\_\_

\_\_\_\_\_  
 Signer's Name, Printed Date

\_\_\_\_\_  
 Signature of Company Officer Title

NOTE: THE ABOVE SIGNATURE OF AFFIRMATION AND THE SIGNATURE OF ACKNOWLEDGMENT 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 THE PROPOSAL RESPONSE. EXCEPTIONS TO THE SPECIFICATIONS, IF ANY, MUST BE NOTED IN THE *PROPOSAL RESPONSE*, (PART D).

## PROPOSAL CHECKLIST

Company Name: \_\_\_\_\_

**Include this checklist as a cover page with your Proposal Package:**

- ONE (1) ORIGINAL and THREE (3) COPIES of the entire RFP.
- ONE Electronic copy. Proprietary information should be separated.
- ONE Redacted copy, if applicable.
- SIGNATURES required for PARTS A and D.
- Completed PART D including service and transition references, narratives, supporting documents, and signature page.
- Signed copies of each Addenda or Amendments, if any.
- Completed EXHIBIT B - *Pricing Matrix*.
- Copies of State of Florida and Class "B" Professional Licenses.
- Completed APPENDIX I – References - Security Services
- Completed APPENDIX II – References - Transition Plan
- Completed APPENDIX III - *Vendor Packet*, including copies of Certificates of Insurance and Business Tax Receipt.

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**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@HCSO.Tampa.FL.US](mailto:Purchasing@HCSO.Tampa.FL.US) or

Fax: (813) 242-1826

We, the undersigned, have declined to respond to Proposal No. 3-20 Courthouse Security for the following reasons:

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

\_\_\_\_ Insufficient time available to respond to the Request for Proposal.

\_\_\_\_ Service is not offered.

\_\_\_\_ Performance during specified timeframe is precluded due to prior commitments.

\_\_\_\_ 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 \_\_\_\_\_

**EVALUATION MATRIX**

Proposer Name: \_\_\_\_\_ Evaluated by: \_\_\_\_\_

<u>Criteria and Comments</u>	<u>Points Allowed</u>	<u>Points Awarded</u>
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a) X-ray Screening and Magnetometer Training and Procedures.	20 pts.	_____ pts.
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b) Personnel – Recruiting, Qualifying and Training.	20 pts.	_____ pts.
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c) Hourly Billing and Pay Rates.	20 pts.	_____ pts.
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d) Ability to identify/detect firearms and other weapons during security screening process.	10 pts.	_____ pts.
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**EVALUATION MATRIX (Continued)**

<u>Criteria and Comments</u>	<u>Points Allowed</u>	<u>Points Awarded</u>
e) Personnel – Attracting and Retaining.	10 pts.	_____ pts.
_____		
_____		
_____		
_____		
f) Company Overview.	10 pts.	_____ pts.
_____		
_____		
_____		
_____		
g) Transition Plan.	10 pts.	_____ pts.
_____		
_____		
_____		
_____		
	<u>Total</u> <u>Points Allowed</u>	<u>Total</u> <u>Points Awarded</u>
	_____ 100 pts.	_____ pts.

Comments:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Below is an example of the information required on your Proposal Package.  
This may be used as a label, if desired.

**PACKAGE LABEL**

HILLSBOROUGH COUNTY SHERIFF'S OFFICE  
SHERIFF'S OPERATIONS CENTER  
ATTN: FINANCIAL SERVICES DIVISION – PURCHASING SECTION  
2008 EAST 8<sup>TH</sup> AVE  
TAMPA, FLORIDA 33605

PROPOSAL PACKAGE SUBMITTAL

From: \_\_\_\_\_

RFP #3-20  
COURTHOUSE SECURITY

OPENING DATE & TIME:  
AUGUST 11, 2020, 3:00 PM