



**THE CITY OF CHULA VISTA
REQUEST FOR PROPOSAL
RFP P03-18/19**

Notice is hereby given that proposals will be received until 12:00 P.M. on Monday, August 13, 2018, Pacific Standard Time (PST), furnishing the City of Chula Vista with:

INMATE TRANSPORTATION

Prospective respondents are hereby referred to the proposal instructions, general provisions, and terms and conditions contained in this request for proposal. All proposals must be submitted through PlanetBids by the due date and time. Late proposals will not be considered.

Questions related to the proposal must be submitted to Alex Ortiz via PlanetBids. Questions must be received by 3:00 pm Wednesday, August 1, 2018. Answers will be uploaded as an addendum in PlanetBids no later than 5:00 pm Monday, August 6, 2018.

The City reserves the right to reject any or all proposals received any portion of any proposal and to waive any irregularities or informalities in proposals or the RFP process. Any addenda that are issued through this RFP must be signed and returned with your submittal.

Alex Ortiz
Procurement Specialist



Statement of Purpose

The City of Chula Vista ("the City") is soliciting proposals from qualified Private Prisoner Transport Companies (Contractor) to provide Inmate Transportation services for an hourly fee per Transport Officer.

If approved by City Council or authorized Purchasing Agent, the Contractor will execute a two-party agreement for the above-mentioned services. The agreement will be for a one (1) year base term with four one-year option terms.

Background

Chula Vista was incorporated in 1911, and functions under a City Charter with a Council/Manager form of government. The City of Chula Vista is the second largest City in San Diego County, encompassing 50 square miles with an approximate population of 267,000 residents.

The Chula Vista Police Department is a municipal law enforcement agency consisting of 237 sworn personnel. The Police Department operates an 8,000 sq. ft., 50 bed, Type I and II jail facility. The jail serves two primary inmate populations, and utilizes private prisoner inmate transportation for three primary purposes.

First, the jail processes bookings of inmates arrested locally by officers of the City of Chula Vista Police Department. Those inmates are booked into the jail and later released or transported to other facilities within the County of San Diego. Many of those transportations were handled by private prisoner transportation companies. In most cases, locally-arrested inmates were transported at a ratio of up to three inmates per single private prisoner transportation employee. Private prisoner transportation services for local inmates were billed hourly.

In calendar year 2017, the jail processed and transported the following numbers of local inmates:

MONTH	TOTAL LOCAL INMATES BOOKED	PRIVATE PRISONER INMATE TRANSPORTS	PRIVATE PRISONER TRANSPORT HOURS
JAN 2017	258	208	321.8
FEB 2017	204	154	255.3
MAR 2017	255	214	295.6
APR 2017	242	184	327.5
MAY 2017	250	195	316.0
JUN 2017	237	205	322.8
JUL 2017	278	224	356.5
AUG 2017	280	226	335.0
SEP 2017	211	159	335.0
OCT 2017	251	195	319.5
NOV 2017	255	202	326.3
DEC 2017	236	178	362.7



Second, the jail currently contracts with the United States Marshals Service (USM) to house a maximum of 46 inmates. USM inmates may be held in the City Jail for approximately 365 days. During their time in the custody of the jail, USM inmates may be transported to or from other USM detention centers within the County of San Diego, to or from other federal facilities within the County of San Diego (such as a federal courthouse), or to or from a medical clinic located within the County of San Diego. When transported to a medical clinic for minor medical services, private prisoner transportation service providers are required to remain with the inmate(s) during their entire course of stay at the clinic. Many of those transportations were handled by private prisoner transportation companies. In all cases, USM inmates were transported by two private prisoner transportation employees. Private prisoner transportation services for USM inmates were billed hourly. *See attachment A for specific U.S. Marshal Service guidelines.*

In calendar year 2017, the jail housed the following Average Daily Population (ADP) of USM inmates, and experienced the following private prisoner transportation and medical clinic hours for USM inmates:

MONTH	USM INMATE AVG. DAILY POPULATION	USM INMATE TRANSPORT HOURS	USM INMATE CLINIC HOURS
JAN 2017	31.5	158.5	24.25
FEB 2017	36.5	143	16
MAR 2017	37.3	165	28
APR 2017	31.1	187.5	11
MAY 2017	35.9	169	34
JUN 2017	38.6	180	12.5
JUL 2017	37.7	161	40
AUG 2017	38.5	185	30
SEP 2017	40.9	185	30
OCT 2017	39.6	153	24
NOV 2017	39.7	128	17.5
DEC 2017	40.0	137	26

Finally, private prisoner inmate transportation services may be used to provide inmate security guard(s) for local inmates receiving treatment at a medical facility within the County of San Diego. In 2017, the circumstances requiring these services were extremely rare, occurring only a few times during the year, and statistical data was not available. In each case, security guards were needed only until the inmate could be released and subsequently transported to another facility, until the inmate could be arraigned while within the facility, or until other arrangements could be made. Generally, guard services on each occasion consisted of a period between about 24 to 72 hours in length.



The City is a leader in conservation and renewable energy. Municipal services provided include police, fire, parks, recreation, libraries, planning & building, housing programs, streets & sewer maintenance, and animal services.

Additional information regarding the City may be obtained at www.chulavistaca.gov.

Scope of Services

The Chula Vista Police Department is responsible for the transportation of local and contract inmates to and from its jail facility.

This service will require that the Contractor assume custody of prisoners and provide in-state transportation of prisoners to and from locations designated by the City. In assuming custody of such prisoners, the Contractor shall perform their responsibilities for security and control of prisoners in accordance with all state and federal requirements. This includes compliance with the Interstate Transportation of Dangerous Criminals Act of 2000 (DOJ's, 28 CFR, Part 97). The contractor shall also comply with the City of Chula Vista Jail policy relating to Inmate Transportation. *See attachments B and C for specific transportation requirements.*

The Contractor shall assume custody of prisoners from authorized agents of the City Jail, at the location of incarceration determined by the parties to be suitable for such purpose, to transport such prisoners to their destination or other specified location.

The Contractor should be able to provide all types of prisoner transportation; routine prisoner transport for both male and female prisoners, special prisoner transportation i.e. medical conditions for both male and female prisoners, court appearances, release dates and medical moves, and guard services at medical facilities. Also, the Contractor needs to be able to handle security levels I,II,III,IV and AD-SEG and mentally ill prisoners.

1. Term of Contract

- A. The Term of any agreement(s) resulting from this Request for Proposal will be for an initial period of one (1) year, with renewal options for successive one year periods upon mutual agreement of the Vendor and the City. This RFP may result in contracts with one or more vendors for up to five (5) total periods.

2. Award

- A. The City reserves the right to award to one vendor, or to award to more than one vendor.
- B. A written Purchase Order will be issued, to the successful vendor(s). The contract will be executed and delivered in the State of California and the validity, enforceability and interpretation of any of the clauses of the Contract shall be determined and governed by the laws of the State of California. The City of Chula Vista, and/or the County of San Diego shall be the venue for any action or



proceeding that may be brought or arise out of, in connection with or by reason of this Contract.

3. **Background Investigation of Prisoner Transport Personnel**

During the term of contract, contractor shall submit all prisoner transport personnel who may be assigned to transportation duties pursuant to the contract to a criminal background investigation conducted by City personnel to determine if the persons are suitable (passed) or unsuitable (not passed) for transportation duties. At any time during the contract, the Chief of Police or his/her designee may, at any time with or without cause, declare personnel suitable or unsuitable for prisoner transportation duties. Contractor personnel who have not passed the City's background investigation or otherwise been declared unsuitable may not be used for transportation duties, but may be utilized at City's discretion for other services under the terms of the contract.

4. **General Requirements for Providing Services**

Contractor personnel shall adhere to the terms, requirements, and operational guidelines of the contract, including all amendments. Currently, examples of these operational guidelines include, but are not necessarily limited to, the following:

- A. Contractor personnel shall wear a public safety uniform that clearly identifies them as a private transportation contractor, private security guard, or similar private person.
- B. Contractor personnel conducting transportation duties shall be equipped with at least one pair of handcuffs, one less-lethal weapon, and one firearm.
- C. Due to the unpredictable nature of public safety work and related inmate supervision, contractor personnel shall follow the lawful direction of City staff at all times. If, at the request or direction of City staff, contractor agrees to do work that is outside the reasonable scope of the contract, contractor may bill for said work but shall indicate on the invoice which city employee directed the work.

5. **Reporting of Incidents**

Anytime an inmate from the Chula Vista City Jail is involved in an incident during transport such as a vehicle breakdown, vehicle accident, medical problem, involved in a fight, or an unusual incident, the Chula Vista City Jail will be notified by phone immediately, with an incident report sent explaining the circumstances of the incident.

6. **Records:**

- A. Contractor shall keep complete and accurate records for the services performed pursuant to this Contract and any records required by law or government regulation and shall make such records available to City upon request.



- B. Contractor shall assure the confidentiality of any records that are required by law to be so maintained.
- C. Contractor shall prepare and forward such additional or supplementary records as City may reasonably request.
- E. Contractor will provide all necessary equipment and supplies in order to carry out the terms of this Agreement.

References and Assurances:

1. Document your previous experience in prisoner security, familiarity with current laws regarding the authorities and limits with respect to the custody and transportation of prisoners.
2. Document prior law enforcement or correctional institution experience.
3. Document your firm’s ability to provide 24 hour security coverage of at least two simultaneous security officers, 365 days per year, and to provide a security officer(s) to site within 60 minutes or less.
4. Document your ability to provide thorough internal investigation and report of incidents that may occur while transporting prisoners.
5. Copy of current license(s) issued by the State of California.
6. Provide copies of Certificates of Insurance.
7. Provide contact name, facility, address, and phone numbers of a least three (3) references.

The selected Consultant will be expected to enter into and perform services under a Standard Two-Party Agreement with the City of Chula Vista. In the event the Project Manager and the City are unable to agree on the terms of the Agreement, the City reserves the right to reject the proposal. Further, the City reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with qualified sources, or to cancel in part, or in its entirety, this request for proposal, if it is in the best interest of the City to do so.

This is a Request for Proposal (RFP). This RFP does not commit the City to pay any costs incurred for the preparation of the submission of a proposal, or to contract for supplies or services. For a proposal to be considered responsive, all requested information must be submitted.

Proposal Form and Content

The City will accept proposals in accordance with the instructions and specifications in this Request for Proposal (RFP).

- A. Proposals should be submitted in the following order:
 1. Project Title
 2. Applicant or Firm Name
 3. Firm Qualifications
 - a. Type of organization, size, professional registration and affiliations.
 - b. Names and qualifications of personnel to be assigned to this project.
 - c. Outline of recent projects completed that are directly related to this project.
 - d. Qualifications of consultants, subcontractors, or joint venture firm, if appropriate.
 - e. Client references from recent related projects, including name, address and phone number of individual to contact for referral.
 4. Understanding of and Approach to the Project
 5. Pricing for Services
 6. Signed General Conditions
 7. Signed Proposal & Offer to Contract

- B. The City reserve the right to amend, alter, or revoke this Request for Proposal at or before the due date and time of proposal. Any modifications, clarifications, or additions will be distributed via email as an addendum through PlanetBids.

- C. Contractors may withdraw their proposal, either personally or by written request, at any time prior to the scheduled closing time of proposals. Such requests should be directed to Alex Ortiz, Procurement Specialist, 619-691-5169.

- D. If, in the course of the Request for Proposal process or in the administration of the resulting contract, the City determines that the contractor has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to the City, contractor may be terminated from the Request for Proposal process or in the event a contract has been awarded, the contract may be immediately terminated.

- E. The City will not be liable for any costs associated with the preparation or transmittal of any proposal or material submitted in response to this RFP. The City is not obligated to explain any deficiencies in a proposal, nor accept requests for justification from bidders not selected. All responses and documentation become the property of the City.

- F. The City reserves the right to conduct interviews or require oral presentations of any or all contractors prior to selection.



- G. The CONTRACTOR shall furnish additional information as the City may reasonably require. The City reserve the right to make investigation of the qualifications of the contractor, as deemed appropriate.
- H. By submitting a proposal, contractor certifies that he/she has fully read and understands the Request for Proposal and has full knowledge of the scope, nature, quantity and quality of service to be performed.
- I. If the CONTRACTOR does not execute a contract with the City within sixty (60) days after notification of award, the City may give notice to the CONTRACTOR of the City's intent to select from the remaining contractors or to call for new proposals, whichever the City deems appropriate.
- J. Proposals should expressly state that the offer, including all pricing proposals, will remain in effect through the duration of the contract.
- K. The information contained in this RFP is given solely for the purpose of inviting parties to prepare proposals for claims administration services, and is to be kept confidential during the period of proposal development and thereafter. The City will keep propriety information contained in the CONTRACTOR's responses confidential unless disclosure is required in response to a proper request under the California Public Records Act, California Government Code Section 6250 or required by court order.
- L. The City is under no obligation to award this project and under no obligation to award this project to the proposal that represents the lowest cost. The contract may be awarded on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.
- M. The City reserve the right to reject any or all proposals or to accept any proposal deemed to be in its best interest. All answers supplied to questions asked in this RFP are subject to verification. Misleading and inaccurate answers will be grounds for disqualification at any stage in the evaluation and procurement process.
- N. Submitting vendors whose proposals are not accepted will be notified after the successful firm has been selected and notified.
- O. The relationship between the City and the company selected to conduct its CONTRACTOR services shall be governed by a contract that must be approved by the City's Council. Upon the City's acceptance of a proposal, the successful CONTRACTOR will be required to negotiate and execute the Contract. Any proposed waiver or change in the Contract must be identified in your proposal and will be subject to the City's sole approval.
- P. The City may, by written notice of default to the vendor, terminate any services resulting from this Contract in whole or in part should the CONTRACTOR fail to make satisfactory progress, fail to deliver within the time specified herein or fail to deliver in strict conformance to specifications and requirements set forth herein. In the event of such termination, the CONTRACTOR shall



return all City' data and files within ten (10) days of request and the City reserves the right to purchase or obtain the services elsewhere, and the defaulting CONTRACTOR shall be liable for the difference between the prices set forth in the terminated order and the actual cost thereof to the City. The prevailing market price shall be considered the fair repurchase price.

- Q. In the event the City should prevail in any litigation brought by either party, to enforce any provisions of this proposal, the contractor shall pay to the City the cost and attorney fees incurred pursuant to said litigation.
- R. The contractor will have thirty (30) calendar days from "Notification of Selection" in which to provide required insurance forms and bond as outlined in the Standard Professional Services Agreement (Attachment D) and to provide three (3) signed copies of the agreement. The City will provide the contractor with three (2) sets of the Agreement of which all sets must be executed and returned promptly. Services may not commence until the Agreement is fully executed and approved by City Council.

Evaluation Criteria

The award to the successful Contractor will be based upon response to the requirements outlined in this RFP, and an estimate of the quality and effectiveness of each Contractor's services in the following areas (not listed in order of importance):

During the evaluation process, the committee and the City of Chula Vista reserve the right to request additional information or clarification from consultants responding to this RFP. All proposals deemed responsive by the committee will be evaluated using the following criteria (listed in no particular order of importance or value of rating).

- Proposed services and methodology
- Responsiveness to request
- Project cost
- Experience as related to this request
- Client reference information

The City reserves the right to determine the value and importance of the ranking criteria at its discretion.

The objective of the committee's review is to evaluate and substantiate how the proposal meets the requirements of the City and to rank the proposals from least qualified to the most qualified in meeting the City's needs for this project.

Each consultant will be evaluated on the basis of capabilities described in its written proposal. The consultant that best matches the City of Chula Vista's objectives will be selected.



Schedule

Activity	Date
RFP Posted to PlanetBids	July 27, 2018
Question Submittal through PlanetBids	August 1, 2018 no later than 3:00 pm
Response to Questions Released	August 6, 2018 no later than 5:00 pm
RFP Response and Proposal Due	August 13, 2018 no later than 12:00 pm
Presentations/Interviews, if required	TBD
Selection of Awardee	September 2018
Council Adoption, if required	September 2018
Contract Inception	October 2018