

**HILLSBOROUGH COUNTY
SHERIFF'S OFFICE**



Request for Proposal No: 22-15

Pre-Employment Screenings and Polygraph
Examinations for the Child Protective Investigations
Division (CPID)

August 5, 2015

Office of the Comptroller
2008 E. 8th Avenue
Tampa, Florida 33605



Jennifer Miller, Buyer
Phone: 813-247-8068 Fax: 813-242-1826
Email: purchasing@hcsso.tampa.fl.us

INSTRUCTIONS TO PROPOSERS

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

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

NOTICE TO PROPOSERS

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

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	PROPOSED SCHEDULE OF EVENTS	DATE
1	RFP ADVERTISED AND POSTED TO HCSO WEBSITE	8/5/2015
2	DEADLINE TO SUBMIT LETTER OF INTENT	8/14/2015
3	DEADLINE TO SUBMIT PROPOSAL	8/21/2015
4	AWARD NOTIFICATION TARGET DATE	TBD

LETTER OF INTENT

The undersigned hereby acknowledges the Terms and Conditions, Provisions and Specifications and intends to respond to the Hillsborough County Sheriff’s Office Request for Proposal 22-15 Pre-Employment Screenings and Polygraph Examinations for the Child Protective Investigation Division (CPID).

We understand that any amendments, clarifications and addenda to the Request for Proposal will be promptly posted to the HCSO website at www.hcso.tampa.fl.us .

As an additional courtesy we request that the individual named below also be notified by email (valid and legible email address provided) of any posted communications. We understand this is not the HCSO official method of communication and the HCSO will not be responsible for our representative not receiving notice of public postings.

NAME TITLE

COMPANY NAME EMAIL ADDRESS

MAILING ADDRESS

TELEPHONE NUMBER FAX NUMBER

SIGNATURE

THIS FORM SHOULD BE SENT IMMEDIATELY TO Jennifer Miller, Buyer
AT purchasing@hcso.tampa.fl.us or FAXED TO 813-242-1826

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

COMPANY NAME: _____

SUBJECT: Request for Proposal Number 22-15

PROPOSAL TITLE: Pre-Employment Screenings and Polygraph Examinations for the
Child Protective Investigation Division (CPID)

PROPOSAL OPENING DATE & TIME: August 21, 2015 at 3:00 P.M. EDT

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

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

PART A - GENERAL TERMS AND CONDITIONS:

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

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

2. Proposal Delivery: The responsibility for getting the proposal 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 Sheriff will in no way be responsible for delays caused by the United States Postal Service or a delay caused by any other occurrence, or any other method of delivery. The 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 vendor unopened with the notation "This Proposal Was Received After the Time Designated For the Receipt and Opening of Proposals".
3. On-Line Documents: The HCSO is publishing documents on its web page www.hcso.tampa.fl.us for the convenience of vendors 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.

All questions regarding this Proposal shall be submitted in writing to the Buyer, Jennifer Miller by Email at purchasing@hcsso.tampa.fl.us . Submitted questions will be answered and posted publicly on the HCSO web page <http://www.hcsso.tampa.fl.us> under the Purchasing tab and the appropriate year and Proposal number.

4. Time for Consideration: Proposer warrants by virtue of Proposal, the prices quoted in his Proposal will be good for an evaluation period of sixty (60) calendar days from the date of Proposal opening unless otherwise stated. Proposers will not be allowed to withdraw or modify their proposals after the proposal opening time and date.
5. Prices: All proposal responses submitted must show the net proposed price after any and all discounts allowable have been deducted. Price(s) offered are to be F.O.B. Destination. State sales tax and federal excise taxes shall not be included as the HCSO is tax-exempt for materials sold directly to them. The HCSO will issue a tax exemption certificate to the Awarded Contractor when requested.

The Proposer's attention is directed to the laws of the State of Florida, including but not limited to Chapter 212, Fla. Stat., apply to this Proposal and that all applicable taxes and fees shall be deemed to have been included in the Proposal Response as part of 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 in preparing the submitted Proposal Package.
7. Proposal Obligation and Disposition: The contents of the Proposal and any clarifications thereto submitted by the Proposer shall become part of the contractual obligation and incorporated by reference into the ensuing contracts. All Proposal Packages become the property of the HCSO and will not be returned to the Proposer.
8. No Proposal: If the receipt of this RFP is not acknowledged, the Proposer's name may be removed from the Approved Bidders List.
9. Compliance with Occupational Safety and Health Act (OSHA): The Proposer certifies that all material, equipment, etc., contained in his/her proposal meets all OSHA requirements.
10. 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.
11. Familiarity with Law: The Proposer is required to be familiar with all Federal, State and local laws, ordinances, rules, codes and regulations that in any manner affect the work. Ignorance on the part of the Proposer will in no way relieve him from responsibility.
12. Public Entity Crimes: Pursuant to §§287.132/133 of the Fla. Stats. the Hillsborough County Sheriff, as a public entity, may not accept any bid or proposal from, award any Contract to, or transact any business in excess of the threshold amount provided in Section §287.017 Fla. Stat. for Category Two (currently \$35,000) with any person or affiliate on the convicted vendor list for a period of thirty-six (36) months from the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to §287.133 (3)(f) Fla. Stat. If you submit a Proposal in response to this request, you are certifying that Florida Statutes §287.132 and §287.133 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 to be confidential or trade secret. Any claim of confidentiality is waived upon submission, effective after opening pursuant to §119.07, Fla. Stat. The awarded Vendor agrees to comply with §119.0701 Fla. Stat. regarding maintenance and provision of access to all public records generated by this contract with the HCSO.

The HCSO requires that, at the conclusion of the selection process, the contents of all proposals be placed in the public domain and be open to inspection by interested parties. Any restrictions on the use of data contained within a Proposal must be clearly stated in the Proposal itself. Proprietary information submitted in response to the RFP will be handled in accordance with applicable Florida Statutes.

14. Acceptance and Rejection: The Sheriff, Hillsborough County, Florida, 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.
15. Disputes: Any prospective Proposer who disputes the reasonableness or appropriateness of the notice of award, or notice of rejection, for any or all proposals will submit a notice of protest in writing within seventy-two (72) hours (excluding County holidays, Saturdays and Sundays) 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 the dispute notice to review the issues with the stakeholders and evaluation committee, if necessary, and consider the dispute as written. The Proposer may be requested to provide further clarification of the issues. Upon completion of this review process the Buyer will make a recommendation to the Comptroller.

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

16. Specifications are attached.

DAVID GEE, SHERIFF
HILLSBOROUGH COUNTY, FLORIDA

“Signature On File”

By _____
Christina R. Porter, CPA
Comptroller

17. General Terms and Conditions outlined above are acknowledged. Our proposal is attached.

Company Name

Signature of Company Officer Date

Print Name Title/Company Officer

NOTE: THIS PAGE MUST BE RETURNED WITH YOUR BID AFTER COMPLETING PARAGRAPH 17. EACH BID 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 YOUR PROPOSAL RESPONSE (PART D), PARAGRAPH 1.

PART B - SPECIAL PROVISIONS

1. IN GENERAL

The Hillsborough County Sheriff's Office (HCSO) is seeking to contract with a Vendor capable of providing pre-employment screenings and polygraph examinations for persons applying through the HCSO Recruitment and Screening Section for positions within the Child Protective Investigations Division (CPID). These screenings shall be in accordance with all applicable laws (local, state and federal) as well as the Standard Operating Procedures (SOP) of the HCSO.

2. SCOPE OF WORK

The HCSO operates the Child Protective Investigations Division as the Grantee of an Agreement with the Florida Department of Children and Families and is responsible for hiring non-sworn, civilian investigators responsible for investigating cases of abuse, neglect or abandonment of children. This service is of paramount importance to the health, safety and welfare of the public. The position of investigator is a high stress job which deals with life and death situations daily. Pre-employment screening is critical to the identification of qualified personnel. All applicants are required to submit to and pass the following types of pre-employment screenings which shall be performed by the Proposer awarded this contract.

- a. Polygraph examinations
- b. Background investigations
- c. Neighborhood checks
- d. Agency checks
- e. Credit reports

See Technical Specifications (Part C) for detailed requirements.

3. PROPOSER QUALIFICATIONS

Proposals shall be considered only from those who can clearly demonstrate to the HCSO a professional ability to perform the type of work specified within the RFP. Proposers must be able to demonstrate adequate organization, financial backing, equipment and personnel to ensure continuous provision of quality service to the HCSO. In the determination of the evidence of responsibility and ability to perform the contract by the Proposer, the HCSO reserves the right to investigate the financial condition, experience 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 Sheriff reserves the right to reject a proposal when evidence indicates the inability to perform the work specified within the RFP.

4. COMMUNICATION BETWEEN PARTIES

All questions in regard to this RFP are to be directed, in writing to the Buyer, Jennifer Miller, at purchasing@hcsotampa.fl.us or by fax at 813-242-1826. In the interest of public access, all documents relating to this RFP will be posted to the HCSO website at www.hcsotampa.fl.us. This will include Questions and Answers (Q & A), amendments etc. Posting documents to the HCSO website is considered the official method of notification. Regardless of whether the Buyer forwards amendments or other documents by email, it is the Proposer's responsibility to verify they are aware of all website postings regarding the RFP.

5. LETTER OF INTENT

Interested parties should notify the Buyer by use of the Letter of Intent form included herein. As a convenience, the person(s) indicated on the Letter of Intent with a valid and legible email address will be notified by email of RFP events such as amendments and Q & A. This notification is additional and not in place of the official website postings and communication described above.

6. PREPARATION AND SUBMITTAL OF PROPOSALS

All Proposals shall be signed in ink by the authorized principle of the firm. A signature of Acknowledgement to Part A, General Terms and Conditions is required on page eight (8) and a signature of Affirmation and Declaration is required on page twenty-six (26). All amendments to the RFP require a signature acknowledgement by the Proposer and must be returned with the Proposal Response.

Proposers shall submit the required proposal documents and any additional literature in quadruplicate **- one (1) original and three (3) copies, each marked appropriately.** Any proprietary information should be marked as such on the original and copies.

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 day notice of any such postponement to each prospective Proposer.

7. PROPOSAL OPENING

Proposers are welcome to attend the proposal opening where Proposer names will be read and unit prices read, if requested. It should be understood, however, that award will be dependent upon the determination that Proposers are both Responsive and Responsible and all other evaluation criteria stated in the proposal document. Tabulation of the proposed prices and Proposer rankings after evaluation, if applicable, will be published at the time of Award. All Proposers responding with a proposal will receive a copy of the proposal tabulation.

8. ACCEPTANCE AND REJECTION

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

9. EVALUATION OF PROPOSALS

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

Proposals determined to have met the minimum requirements will then be evaluated based on the following weighted criteria. These criteria, shown below, relate directly to information required in the Proposal

Response, (Part D) and are presented in the same outline. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents.

a.	Company history and profile	20 points
b.	Proposer performance criteria	30 points
c.	Pricing	30 points
d.	Time for Completion of services	10 points
e.	References	<u>10 points</u>
		100 Total

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

9. BEST AND FINAL OFFER

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

Best and Final 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 proposers or the lowest costs proposed until after the evaluation of each BAFO submitted. If a Proposer does not wish to submit a BAFO offer they may submit a written response stating their response remains as originally submitted.

The Buyer will be responsible for all communication to and from Proposers regarding the BAFO solicitation. All responses must be returned to the Buyer. Proposers may also be requested to make an oral presentation to the evaluation committee. The written BAFO solicitation will include submission requirements and a deadline date and time by which the BAFO must be returned to the Buyer. At the option of the HCSO this negotiation process with the highest ranked Proposers may continue until a satisfactory contract is successfully negotiated.

10. AWARD

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

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

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 his/her 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 the HCSO website <http://www.hcso.tampa.fl.us>, on the Purchasing Page. If you do not have internet access, and would like a copy of the proposal results, contact the Purchasing Section at (813) 247-8034.

11. 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 the Chapter 119, Fla. Stat., Proposers are enjoined from discussing or disclosing the content of any proposal with competing Proposers during the evaluation and negotiation process.

12. CONTRACT DOCUMENT

The Contract between the HCSO and the Contractor shall consist of: (1) the RFP and any amendments thereto and (2) the Proposal Package. 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 response. 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 his 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.

13. ADDITION / DELETION

The HCSO reserves the right to add or delete any items from this proposal or resulting contract(s) when deemed to be in the best interest of the HCSO. The HCSO also reserves the right to select options from one or more Proposers when in the best interest of HCSO. The intent of this solicitation is to award to a single provider.

14. 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.

15. DEFAULT

The contract may be cancelled with cause by the HCSO Comptroller in whole or in part by written notice of default to the Contractor based on non-performance or violation of contract terms. When issuing a notice of default and intent to terminate, the HCSO may opt to allow the Contractor an opportunity to cure or correct the default conditions specified within a given time period. Assessment as to the success of the attempt to cure rests solely with the HCSO. A written final determination will be provided by the HCSO. It shall be at the discretion of the HCSO to order the Contractor to stop work immediately or to provide a final date of services when a notice of termination is executed.

Upon default of a Contractor, the HCSO may obtain services or products specified on the open market or opt to negotiate a new contract with the next best responsive and responsible Proposer. Contractors who default may be removed from the Approved Bidders List for future contracts at the discretion of the Comptroller.

16. CANCELLATION

When deemed to be in the best interest of the HCSO, any Contract resulting from this Request for Proposal may be canceled by the following means:

- a. Ten (10) calendar days written notice with cause, or;
- b. Thirty (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.

17. NEXT BEST PROPOSER

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

18. CONTRACT TERM

The initial contract term shall be two (2) years from commencement date. Upon mutual agreement, the contract may be renewed for three (3) consecutive one year renewal periods based upon mutual consent of both parties. Changes in the contractual provisions or services to be furnished under the contract may be made only in writing, and must be approved by the Comptroller and authorized agent of the Contractor. Should a decision be made to increase the scope of the contract, the Sheriff and the Contractor will mutually agree, in writing, to an adjusted contract price.

19. ESCALATION/DE-ESCALATION

Pricing is to remain constant during the initial contract term. Escalation or De-escalation of the billing rates will be allowed provided the Contractor(s) notify the HCSO Office of the Comptroller of the pending increase/decrease a minimum of thirty (30) calendar days prior to the end of each period for which the proposal was awarded. Said notification shall consist of proof of increase and shall include details as to

what service type is affected and the amount of increase/decrease. Failure to comply with these instructions shall be grounds for disallowance of the escalation/de-escalation clause as stated herein.

20. INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

The Contractor agrees to indemnify and hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from acts or omissions of the Contractor, its agents or sub-contractors. The Contractor agrees to hold harmless the Sheriff, his agents, servants and employees from any and all claims, actions, lawsuits, judgments or liabilities of any kind whatsoever deriving from any injury or damage sustained by any person or property in consequence of any neglect in safeguarding contract work, by the Contractor, its agents or sub-contractors or from any claims or amounts arising or uncovered under any law, by-law, ordinance, regulation or decree.

21. OTHER TERMS AND CONDITIONS

- a. **Equal Employment Opportunity.** The Contractor shall comply with all provisions of Federal, State and local regulations to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, sex, age, handicap or national origin.
- b. **Warranty Against Contingent Fees.** The Contractor will agree to warrant that no person or selling agency has been employed or retained to solicit this contract upon an agreement of understanding for commission, percentage, brokerage or contingency, except bona fide employees or selling agents maintained by the Proposer for the purpose of securing business.
- c. **Licensing.** It is the responsibility of the Proposer to have and maintain the appropriate licenses and certificates valid for company to operate and for all employees to carry out the duties of the assignment.

22. APPROPRIATION 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 thirty (30) calendar days after the giving of such notice, or upon the expiration of the period of time for which funds were appropriated, whichever occurs first, be thereafter released of all further obligations in any way related to such contract.

23. INVOICING AND PAYMENTS

The Contractor will invoice the HCSO as services are completed. At a minimum the invoice shall show the applicant's name, type of service provided and the purchase order number. Payment can be made by check, ACH or credit card.

Payment shall be made in accordance with to §215.422, Fla. Stat. which states the Contractor's rights and the HCSO's responsibilities concerning interest penalties and time limits for payment of invoices.

It is a requirement of the HCSO that the Division Commander, or their designee, review and approve all invoices prior to the HCSO remitting payment.

Invoices should be addressed to:

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

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

ACH and Purchasing Card payments are preferred and available upon request and authorization. Please inquire at accountspayable@hcsotampa.fl.us or at (813) 247-8276.

24. EXCEPTIONS TO PROPOSAL

All Proposal Packages must clearly state with specific detail all deviations to the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C). Such deviations should be stated upon the Proposal Response (Part D) or appended thereto. Proposers are hereby advised that the HCSO will only consider Proposal Responses 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 Response will be subject to rejection by the Hillsborough County Sheriff in recognition of the fact that said Proposal Response does not meet the exact requirements imposed upon the Proposer by the General Terms and Conditions (Part A), the Special Provisions (Part B) and the Technical Specifications (Part C).

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.

2. POLYGRAPH EXAMINER QUALIFICATIONS

Polygraph examiners shall meet the following minimum qualifications:

- ✓ High School Diploma
- ✓ Graduation from an accredited American Polygraph Association (APA) school
- ✓ Member in good standing with one or more of the following professional polygraph associations:
 - The American Polygraph Association
 - The American Association of Police Polygraphers
 - The National Polygraph Association
 - The Florida Polygraph Association (FPA)
- ✓ Adhere to the established code of ethics, standards and practices of the above-mentioned professional polygraph associations
- ✓ Cannot have been convicted of, or pled no contest to, a crime involving perjury or moral turpitude
- ✓ Completion of an APA-approved polygraph examiner training program, to include training in pre-employment examinations
- ✓ Have experience in more than one standard polygraph technique including the standardized polygraph techniques that are numerically scored using the Empirical Scoring System (ESS)
- ✓ Perform acquaintance testing prior to every polygraph examination
- ✓ Use of the Direct Lie Screening Test (DLST) format for screening examinations and the Specific Issue (Utah) format for inconclusive/failed test examinations.
- ✓ Have the ability to render a diagnostic opinion on test results based on appropriate and recognized analysis of polygraph chart
- ✓ Attend required on-going educational classes/seminars on an annual basis in accordance with best practices established by the FPA or APA

3. POLYGRAPH EQUIPMENT

Polygraph equipment is to be provided by the Proposer and shall meet the following minimum specifications:

- ✓ Manufactured by Lafayette or Stolting (CPS Pro)
- ✓ Equipment must be current with modern technology and guaranteed to operate in accordance with acceptable industry standards
- ✓ Utilizes audio/video recording, seat sensor, blood pressure cuff, fingertip sensors and pneumatic tubes
- ✓ Calibrated and/or certified every six months

4. RISK MANAGEMENT

The Proposer shall describe in their Proposal Response their interpretation of the risk and liability involved in providing this service and what steps your company takes to reduce and eliminate such risk. Describe in summary all significant claims or suits against your company over the past three (3) years and explain the outcome of each.

5. PERFORMANCE EVALUATION

The Proposer shall describe any quality control processes in effect as well as how their examiners job performance is evaluated and how often such evaluation occurs. The HCSO will retain the right to randomly demand independent review of all documentation, polygraph charts and reports by examiners as selected by the HCSO.

6. MANDATORY FORMS AND DOCUMENTATION

The HCSO Recruitment and Screening Section directly employs certified polygraph examiners and detectives who conduct background investigations and polygraph testing on both sworn and civilian applicants for positions outside of CPID. The segregation of pre-employment screening for CPID personnel relates to the nature of the contractual grant agreement with the State of Florida. However, in an effort to maintain consistency and uniformity the Contractor shall utilize the same forms, questions and formats as used by the HCSO polygraph examiners. Copies of current HCSO forms will be provided to the Contractor upon notice of award.

All documents resulting from completed screenings and polygraph examinations shall be electronically delivered to designated HCSO personnel. Email addresses and contact information will be provided to the Contractor upon award.

7. SCHEDULING AND TIME FOR COMPLETION

Polygraph appointments will be scheduled by the Contractor as soon as possible from the referral date. Examinations will be held at the Contractor's place of business.

The HCSO is requesting a guaranteed time for completion of each service requested. Time of completion shall start from the day the referral is made, that is the day the Contractor receives the employment application from the HCSO.

8. PRICING

The pricing of services shall be based upon the type of pre-employment service requested by HCSO in regard to each applicant referred. Pricing is to remain constant during the initial two-year contract term. Refer to Special Provisions (Part B), Paragraph 19, Escalation/De-escalation, for terms involving pricing changes. An approved change in the pricing will be considered an amendment to the Contract. Changes in the number of services required by the HCSO will not affect the pricing.

2. EXAMINATION AND CERTIFICATION STATEMENT

Company Name:

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

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

We hereby propose to furnish at the prices herein quoted, the materials, equipment and/or services in accordance with the proposal package, except as noted on attached Exceptions Form.

3. NARRATIVES & DOCUMENTATION

The outline below corresponds with the criteria on which we will evaluate your Proposal in reference to our needs and the proposals of others. It is therefore important to maintain the organization of your response as outlined so the evaluators may easily locate the required documents. Include narratives and supporting documentation.

Section cover pages are provided with requirements of what is to be included in each section and their weighted values.

- a. Company History and Profile
- b. Proposer Performance Criteria
- c. Pricing
- d. Time for Completion of Services
- e. References

Proposal Response Cover Page

3a. Company History and Profile - 20 Points

Responses must include the following, at minimum:

Narrative:

- Company history and philosophy
- Years in business
- Company office location(s) and hours of business
- Mission statement
- Professional memberships and industry recognition
- Total number of employees and their distribution by function

Documentation:

- Most recent annual audit or financial statements
- Insurance certificates
- Business Tax Receipt/ Occupational License (license to do business in the municipality in which your local office is located)
- IRS Form W9
- Examiner certification: document at least five (5) years and/or 500 polygraph examinations completed

Proposal Response Cover Page

3b. Proposer Performance Criteria – 30 Points

Responses must include the following, at minimum:

Narrative

Please provide details regarding the following areas:

- A list of your qualified polygraph examiners and their experience in conducting polygraph examinations. Provide resumes of individual examiners who would be assigned to the HCSO.
- Describe your polygraph examination process
- Describe your procedure regarding inconclusive/failed polygraph results
- Experience in conducting background, neighborhood and agency checks
- Describe your disclosure, confidentiality and retention policies for maintaining records
- Describe your risk management plan
- Describe your equipment quality control process
- Describe your examiner performance evaluation process
- Provide estimated time required to be able to begin providing services if you are awarded the contract

Documentation:

- Provide most recent equipment calibration/certification information

Proposal Response Cover Page

3c. Pricing – 30 Points

Please provide pricing for the following services. Indicate any associated fees, such as mileage, if applicable.

- **Pre-Employment Polygraph:** perform examinations and provide all mandatory documentation as outlined for each applicant.
 - Part One \$_____ per applicant
 - Inconclusive/Failed Test \$_____ per applicant
- **Background Investigation:** provide a written synopsis of information obtained by mailing out contact letters in regards to personal, employment and social acquaintance references.

\$_____ per applicant
- **Neighborhood Check:** provide a written synopsis of information obtained by in-person contacts with the applicant's neighbors regarding known, factual personal and social activity and other behaviors of the applicant.
 - Within Hillsborough County \$_____ per applicant
 - Within Pinellas County \$_____ per applicant
 - Other areas outside Hillsborough County \$_____ per applicant
- **Agency Check:** provide a written synopsis and/or copies of information (regarding disciplinary action, commendations and other noteworthy topics) obtained by personally reviewing any files regarding the applicant's previous employment at a law enforcement agency, correctional institute or any other business or agency related to the specific position being sought at the HCSO.
 - Within Hillsborough County \$_____ per applicant
 - Within Pinellas County \$_____ per applicant
 - Other areas outside Hillsborough County \$_____ per applicant
- **Credit Report:** provide printed copy

\$_____ per applicant

Proposal Response Cover Page

3d. Time for Completion of Services – 10 Points

Please provide estimated time needed to complete the following service descriptions.

Narrative

- Estimated time for completion of requested services (final reports/documentation delivered to CPID staff) after receipt of application from the HCSO Recruitment and Screening Section for each of the following:
 - Pre-Employment Polygraph _____ calendar days
 - Background Investigation _____ calendar days
 - Neighborhood Check _____ calendar days
 - Agency Check _____ calendar days
 - Credit Report _____ calendar days

Proposal Response Cover Page

3e. References – 10 Points

References should be customers to which you have recently provided similar services. Please type or print.

1.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Services Provided	

2.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Services Provided	

3.	Firm Name:	
	Contact/Title:	
	Phone Number:	
	Email Address	
	Services Provided	

5. VENDOR INFORMATION

Business Name (As shown on your invoice): _____

Federal Tax ID No. _____ OR Social Security No. _____

(Please include an IRS Form W9 with your response)

Check One: Corporate Entity _____ Non Corporate (1099) _____ Sole Proprietor (1099) _____

Owner's Name as per IRS records, if reporting under SS# _____

Business Type: Commodity _____ Services _____ (Provide Certificates of Insurance if working on HCSO property)

Our company has been in business under its current name since: _____

Office Phone: _____ Fax: _____ Website: (If applicable) _____

General Correspondence Mailing Address:

Remit to Address: (If Applicable) Address checks to be mailed to if different than mailing address above:

Warehouse Address (If Applicable):

Contact Information – Name/Email Address/Phone Number - for the following departments:

Sales: _____

Customer Service: _____

Accounting: _____

Check all that apply - We accept Payment by: Check _____ ACH/EFT** _____ Credit Card (Visa) _____

**To receive electronic payments please complete "Authorization for Electronic Payment" form available on the HCSO website at www.hcso.tampa.fl.us under the Purchasing Section, Doing Business with the HCSO.

6. 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 RFP 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 RFP is made 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 Hillsborough County Treasury, 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 bid shall remain open for sixty days following the opening of bids.

Respectfully submitted by,

Company Name: _____

Print Name Title

Signature Date

EACH 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 PROPOSAL RESPONSE (PART D), PARAGRAPH 1, EXCEPTIONS.

STATEMENT OF NO PROPOSAL

NOTE: If you do not intend to respond to this requirement, please return this form to:

HILLSBOROUGH COUNTY SHERIFF's OFFICE

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

Fax: 813-242-1826

We, the undersigned, have declined to respond to your Proposal No.22-15 Pre-Employment Screening and Polygraph Examinations for CPID for the following reasons:

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

____ Insufficient time to respond to the Invitation for Proposal.

____ We do not offer this service.

____ Our work schedule would not permit us to perform.

____ Unable to meet specifications.

____ Unable to meet Bond Requirements.

____ Specifications unclear (explain below).

____ Remove our company from your vendor list.

____ Other (specify below)

We understand that if the "no proposal" letter is not executed and returned, our name may be deleted from Bidders List.

PLEASE PRINT - COMPANY NAME_____

COMPANY OFFICER_____

TELEPHONE NUMBER_____

DATE_____

SIGNATURE_____

PROPOSAL EVALUATION

Proposer Name: _____

Criteria	Points Allowed	Awarded
A. Company History and Profile	20	_____
B. Proposer Performance Criteria	30	_____
C. Pricing	30	_____
D. Time for Completion of Services	10	_____
E. References	<u>10</u>	_____
	TOTAL:	100

Comment on the strengths and weaknesses of the Proposer that influenced your decision in awarding points.

Name of Evaluator _____ Date _____

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

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

ATTN: PURCHASING / J. MILLER
Ext. 8034

PROPOSAL PACKAGE SUBMITTAL

RFP #22-15 Pre-Employment Screening and Polygraph
Examination for CPID

OPENING DATE & TIME:
August 21, 2015 at 3:00 PM EDT