


REQUEST FOR PROPOSAL

 <p>PASCO COUNTY, FLORIDA AGENCY SERVICES 20101 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>	<p>RFP NO: 2 FY18</p> <p>DATE: 16 July 2018</p> <p>AGENCY SERVICES: PHONE NO: (813) 235-6011 FAX NO: (813) 235-6016</p>
<p>RETURN RFP NO LATER THAN: 15 August 2018 by 1:00 PM Local Time on a clock designate by Agency Services</p> <p>OPENING DATE: 16 August 2018</p> <p>OPENING TIME: 10:00 AM</p>	<p>RETURN RFP TO:</p> <p>AGENCY SERVICES PURCHASING MANAGER PASCO SHERIFF'S OFFICE 19415 CENTRAL BLVD LAND O'LAKES, FLORIDA 34637</p>
<p style="text-align: center;">PROMOTION TEST SERVICES DESCRIPTION</p> <p>It is the intent of this Proposal to solicit vendors to provide the services listed within this solicitation. The services being solicited are for the promotional test process for Law Enforcement/Detention Sergeant and Lieutenant candidates.</p> <p>Contractor must currently be in full compliance with and shall maintain compliance with all federal, state and local laws and regulations relating to the operation of Contractor's business and have obtained and shall maintain at no cost to the Pasco Sheriff's Office (PSO), all licenses and permits which are required for the provision of services to the PSO.</p>	
<ul style="list-style-type: none">• All Contractors responding to this Request for Proposal (RFP) must complete and submit all requested information to the Purchasing Manager at the address listed above. The PSO is requesting 4 copies of the Proposal to be returned in response to this RFP.• The companies responding hereby agree to furnish items and/or services, pursuant to all requirements and specifications contained in this solicitation document, and further agree that the language of this document shall govern in the event of a conflict with his or her response.	

A. General Terms and Conditions

Intent: The General Terms and Conditions described herein apply to the acquisition of services. The Pasco Sheriff's Office is seeking Proposals from qualified firms to provide the services as outlined in the RFP.

Start Date: It is the intent of the PSO to award the new contract no later than **October 1, 2018** (tentative). The PSO intends to award a single contract for the services requested.

These general terms and conditions apply in like force to this solicitation and to any contract resulting therefrom.

ALTERNATIVE BIDS/PROPOSALS

The Contractor WILL NOT be allowed to offer more than one (1) price (for the goods or services specified). If the said Contractor should submit more than one (1) price on any item (or service), ALL prices will be rejected for that item.

ANTITRUST

By entering into a contract, the contractor conveys, sells, assigns, and transfers to the PSO all rights, titles, and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by PSO under the said contract.

APPLICABLE LAW

The contract shall be governed in all respects by the laws of the State of Florida, and any litigation with respect thereto shall be brought in the courts of Pasco County, Florida. The contractor shall comply with all applicable Federal, State, and local laws and regulations. Lack of knowledge by the Contractor will in no way be a cause for relief from responsibility.

ASSIGNMENT

The contractor shall not assign, transfer, convey, sublet, or otherwise dispose of any award or any or all of its rights, title, or interest therein, or delegate the duties hereunder without the prior written consent of the PSO.

AWARD

Consideration for award will be by proximity to specifications given, costs, time of delivery, and other factors deemed by the PSO to be appropriate. Complete and accurate responses to all items are necessary for the complete and fair evaluation of Proposals. In determining the responsibility of vendors, past performance, references, documented experience, financial capability, and other reasonable factors will be considered. The PSO reserves the right to award by whatever manner is deemed to be in PSO's best interest.

BID/PROPOSAL ACCEPTANCE PERIOD

Any Proposal submitted as a result of the solicitation shall be binding on the Contractor for a minimum of ninety (90) calendar days following the Proposal opening date. Any Proposal for which the Contractor specifies a shorter acceptance period may be rejected.

BID/PROPOSAL CLARIFICATIONS

If any party contemplating the submission of a Proposal on this invitation is in doubt as to the true meaning of any part of the plans, specifications, or other documents, they may submit a written request for an interpretation. Questions or requests for interpretations shall clearly state, in detail, the basis for such question(s) or request(s) including a reference to the specific paragraph or language in the solicitation. The request shall be clearly marked as a "RFP QUESTION" and must include the solicitation number. Modifications to solicitations will be made only by properly issued written addenda. All such addenda shall become part of the solicitation and resulting contract documents. The PSO shall only be responsible for explanations or interpretations that are issued in accordance herewith. No oral interpretations will be made as to the meaning of specifications or any other contract documents. Failure to comply with this provision will result in the Contractor waiving his/her right to dispute the Proposal specification.

CONTRACTOR CERTIFICATION

The Contractor agrees that submission of a signed Proposal is certification that the Contractor will accept an award made to it as a result of the submission.

CONTRACTOR INVESTIGATIONS

Before submitting a Proposal, each Contractor shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the PSO upon which the Contractor will rely. If the Contractor receives an award as a result of its Proposal submission, failure to have made such investigations and examinations will in no way relieve the Contractor from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

BID/PROPOSAL SEALED ENVELOPE/PACKAGE

Sealed envelope/package containing Proposals must be sealed and marked with **“RFP No. 2 FY18 Promotional Services”** Failure to do so may cause Proposal not to be considered.

BID/PROPOSAL SUBMISSION

For instructions, refer to RFP Section F. All Proposals must be signed, in ink, in order to be considered. Erasures are not acceptable on Proposals; if necessary to make a change, strike out or draw a line through incorrect item and type the correction above, and initial the correction in ink. If the Contractor is a firm or corporation, the Contractor must show the title of the individual executing the Proposal, and if the individual is not an officer of the firm or corporation, the Contractor must submit proof that the individual has the authority to obligate the firm or corporation. **PROPOSALS MAY NOT BE ALTERED OR AMENDED AFTER THE RFP CLOSING.**

BID/PROPOSAL RECEIPT AND OPENING

For these instructions, refer to RFP Section F. The PSO will receive sealed Proposals until date and time indicated on this RFP. Proposals must be delivered, by hand or mail, to the:

**AGENCY SERVICES
PURCHASING MANAGER
PASCO SHERIFF'S OFFICE
19415 CENTRAL BLVD
LAND O'LAKES, FLORIDA 34637**

Proposals received after the date and time of the Proposal opening will be received, date stamped, and returned to the Contractor unopened. It is the responsibility of the Contractor to ensure that Proposals arrive at the designated opening place on time. Late or non-delivery due to mail or express delivery company failure will not be considered adequate reason for consideration of late Proposals. **FAXED PROPOSALS WILL NOT BE ACCEPTED AND SHALL NOT BE CONSIDERED FOR EVALUATION OR AWARD**

BID/PROPOSAL WITHDRAWAL

Proposals may not be changed after the RFP closing time.

To withdraw a Proposal that includes a clerical error after the RFP opening, the Contractor must give notice in writing to the PSO of claim or right to withdraw a Proposal. Within two (2) business days after the RFP opening, the Contractor requesting withdrawal must provide to the PSO all original work papers, documents, and other materials used in the preparation of the Proposal. A Contractor may also withdraw a Proposal prior to the time set for the opening of Proposals by simply making a request in writing to the PSO; no explanation is required. No Contractor who is permitted to withdraw a Proposal shall, for compensation, supply any material or labor to or perform any subcontract or other work for the person to whom the contract is awarded or otherwise benefit from the contract. No partial withdrawals of a Proposal are permitted after the time and date set for the RFP opening; only complete withdrawals are permitted. The decision to allow or disallow Proposal withdrawal remains solely with the PSO.

CANCELLATION

The PSO reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel, or with cause if at any time the contractor fails to fulfill or abide by any of the terms or conditions specified. Failure of the contractor to comply with any of the provisions of a resulting contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the sole discretion of the PSO. The PSO reserves the right to cancel and obtain from another source, any services which have not been provided within the required period of time or, if no such time is stated, within a reasonable period of time from the date of order or request, as determined by the PSO.

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

The Contractor certifies that the prices submitted in response to the solicitation have been arrived at independently and without—for the purpose of restricting competition—any consultation,

communication, or agreement with any other Contractor or competitor relating to those prices, the intention to submit a Proposal, or the methods or factors used to calculate the prices in the Proposal.

CHANGE IN SCOPE OF WORK

The PSO may order changes in the work consisting of additions, deletions, or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract, unless such changes or adjustments have been made by written amendment to the contract. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the PSO in writing of this belief. If the PSO believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.

COLLUSION AMONG BIDDERS

Each Contractor, by submitting a Proposal, certifies that it is not a party to any collusive action or any action that may be in violation of the Sherman Antitrust Act. Any or all Proposals shall be rejected if there is any reason for believing that collusion exists among the bidders. The PSO may or may not, at its discretion, accept future Proposals for the same work from participants in such collusion. More than one (1) Proposal from an individual, firm, partnership, cooperation, or association under the same or different names may be rejected. Reasonable grounds for believing that a Contractor has interest in more than one (1) Proposal for the work being bid may result in rejection of all Proposals in which the Contractor is believed to have interest. Nothing in this clause shall preclude a firm acting as a subcontractor to be included as a subcontractor for two (2) or more primary contractors submitting a Proposal for the work.

CONFLICT OF INTEREST

The contractor, by submission of its Proposal, certifies that to the best of his/her knowledge or belief, no elected/appointed official or employee of the PSO is financially interested, directly or indirectly, in the offer of goods or services specified in this invitation.

DEBARMENT

By submitting a Proposal, the Contractor certifies that it is not currently debarred from submitting Proposals for contracts issued by any political subdivision or agency of the State of Florida and that it is not an agent of a person or entity that is currently debarred from submitting Proposals for contracts issued by any subdivision or agency of the State of Florida.

ETHICS IN PUBLIC PROCUREMENT

The contract shall incorporate by reference, but shall not be limited to, the provisions of law contained in Chapter 112, Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a

contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Contractor certifies that its Proposal was made without collusion or fraud; that it has not offered or received any kickbacks or inducements from any other Contractor, supplier, manufacturer, or subcontractor in connection with this Proposal; and that it has not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services, or anything of value.

EXCEPTIONS

Contractors taking exception to any part or section of the solicitation shall indicate such exceptions on the Proposal. Failure to indicate any exception will be interpreted as the contractor's intent to comply fully with the minimum requirements as written. Conditional or qualified Proposals, unless specifically allowed, shall be subject to rejection in whole or in part.

EXPENSES INCURRED IN PREPARING BID/PROPOSAL

The PSO accepts no responsibility for any expense incurred by the Contractor in the preparation and presentation of a Proposal. Such expenses shall be borne exclusively by the Contractor.

FAILURE TO DELIVER

In the event of failure of the contractor to deliver the goods and services in accordance with the contract terms and conditions, the PSO may procure the goods and services from other sources and hold the contractor responsible for any resulting additional costs. A failure to deliver will result in immediate termination of a resulting contract.

FAILURE TO ENFORCE

Failure by the PSO at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the PSO to enforce any provision at any time in accordance with its terms.

FAIR LABOR STANDARDS

By submission of a Proposal, the Contractor certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall, in the execution or performance of such a contract, maintain fair labor standards as defined in applicable State and Federal regulations.

FORCE MAJEURE

The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions, and acts of God beyond the control of the contractor, unless otherwise specified in the contract.

IDENTICAL BIDS/PROPOSALS

Identical Proposals which otherwise appear suspicious will be reported to the PSO General Counsel for investigation.

INDEMNIFICATION

For explanation, refer to RFP Section M. Indemnification and Hold Harmless Clause.

INDEPENDENT CONTRACTOR

The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the PSO; and the PSO shall be at no time legally responsible for any negligence or other wrongdoing by the contractor, its servants, or agents. The PSO shall not withhold from the contractor any Federal or State unemployment taxes, Federal or State income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the PSO shall not provide to the contractor any insurance coverage or other benefits, including workers' compensation.

INFORMALITIES AND IRREGULARITIES

The PSO has the right to waive minor defects or variations of a Proposal from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a Contractor with the Proposal for the PSO to properly evaluate the Proposal, the PSO has the right to require such additional information as it may deem necessary after the time set for receipt of Proposals, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured. The PSO reserves the right to reject any or all Proposals in whole or in part; to award by any item, group(s) of items, total Proposal, or accept the Proposal that is most advantageous and in the best interest of the PSO.

LAW COMPLIANCE

Each party will comply with all applicable Federal, State and local laws, rules, regulations, and guidelines related to performance under this agreement. In particular, the contractor/vendor/named party verifies and affirms that it is in compliance with 8 U.S.C., Sec. 1324, prohibiting the employment either directly or by contract, subcontract, or exchange of unauthorized aliens in the United States. The PSO will consider the employment of unauthorized aliens by any contractor/vendor/named party, during the term of the agreement, a violation of the Immigration and Nationality Act. Such violation shall be cause for unilateral cancellation of this agreement by the PSO.

LIMITATION OF COST

The contractor agrees to perform the work specified and complete all obligations under the contract within the stated amounts.

NONAPPROPRIATION

All funds for payment by the PSO under this contract are subject to the availability of an annual appropriation for this purpose by the PSO. In the event of non-appropriation of funds by the PSO for the services provided under the contract, the PSO will terminate the contract, without termination charge or other liability, on the last day of the then-current fiscal year or when the appropriation made for the then-current year for the services covered by this contract is spent, whichever event occurs first. If at any time funds are not appropriated by Pasco County for the continuance of this

contract, cancellation shall be accepted by the contractor on thirty (30) days' prior written notice, but failure to give such notice shall be of no effect, and the PSO shall not be obligated under this contract beyond the date of termination.

NONCONFORMING TERMS AND CONDITIONS

A Proposal response that includes terms and conditions that do not conform to the terms and conditions in the Proposal document is subject to rejection as nonresponsive. The PSO reserves the right to permit the Contractor to withdraw nonconforming terms and conditions from its Proposal response prior to a determination by the PSO of non-responsiveness based on the submission of nonconforming terms and conditions.

NONDISCRIMINATION

By submission of Proposal, the Contractor certifies that the contractor(s) and/or subcontractor(s) providing product(s) or service(s) shall not discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to his/her hire, tenure, terms, conditions, or privileges of employment, because of his/her race, color, religion, sex, disability, or national origin, as outlined in applicable State and Federal regulations.

ORAL STATEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract or purchase order must be made in writing by the PSO.

PAYMENT TERMS AND DISCOUNTS

Full payment will be made by the PSO after receipt and acceptance of all materials/services and proper invoice in accordance with Chapter 218, Florida Statutes, the Local Prompt Payment Act.

PUBLIC INFORMATION

Upon public opening of Proposals presented to the PSO as a result of this solicitation, any and all information contained therein is considered public record and will be made available in accordance with Chapter 119, Florida Statutes.

PURCHASE ORDER REQUIREMENT

Purchases of the PSO are authorized only if a signed purchase order issued in advance of the transaction, showing that the ordering agency has sufficient funds available to pay for the service. Contractors providing services without a signed purchase order do so at their own risk. The PSO will not be liable for payment for any services provided under the contract unless a valid purchase order has been issued to the contractor.

QUALIFICATIONS OF CONTRACTORS

The Contractor may be required before the award of any contract to show to the complete satisfaction of the PSO that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The Contractor may also be required to give a past history and references in order to satisfy the PSO in regard to the bidder's qualifications. The PSO may make reasonable investigations deemed necessary and proper to determine the ability of the

Contractor to perform the work, and the Contractor shall furnish to the PSO all information for this purpose that may be requested. The PSO reserves the right to reject any Proposal if the evidence submitted by, or investigation of, the Contractor fails to satisfy the PSO that the Contractor is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the contractor's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the services required.
2. The ability of the Contractor to perform the work or provide the services promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the Contractor.
4. The quality of performance of previous contracts or services.

RECOVERY OF MONEY

Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the PSO, the same amount may be deducted from any sum due the contractor under the contract or under any other contract between the contractor and the PSO. The rights of the PSO are in addition and without prejudice to any other right the PSO may have to claim the amount of any loss or damage suffered by the PSO on account of the acts or omissions of the contractor.

RIGHT TO AUDIT

The contractor shall maintain such financial records and other records as they relate to the purchase of goods and/or services by the PSO from the subject vendor. The contractor shall retain these records for a period of three (3) years after final payment, or until they are audited by the PSO, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three (3) year period for examination, transcription, and audit by the PSO, its designees, or other authorized bodies.

RISK OF LOSS

The PSO shall be relieved from all risks of loss or damage to goods during periods of transportation, manufacture, and the entire time the goods are in the possession of the PSO prior to acceptance by the PSO. At such time of acceptance by PSO, the risk of loss or damage for goods shall pass to the PSO. The bidder/contractor shall not be responsible for damage to the goods occasioned by negligence of the PSO or its employees.

TAXES

All Proposals shall be submitted exclusive of direct Federal, State, and local taxes; however, if the Contractor believes certain taxes are properly payable, he/she may list such taxes separately in each case directly below the respective item price. Proposal must be in units specified, and shall not include the cost of any such taxes, including those on any material, supplies, or equipment used or installed in the work. The PSO does not pay Federal Excise and Sales Taxes on direct purchases of tangible personal property. Please refer to Chapter 192, Florida Statutes.

UNSATISFACTORY WORK

If, at any time during the contract term, the service performed or work done by the contractor is considered by the PSO to create a condition that threatens the health, safety, or welfare of the community, the contractor shall, on being notified by the PSO, immediately correct such deficient service or work. In the event the contractor fails, after notice, to correct the deficient service or work immediately, the PSO shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the contractor. Notwithstanding the above, the PSO reserves the right to cancel a resulting contract, without cause, by giving thirty (30) days' prior written notice to the contractor of the intention to cancel.

B. SPECIAL PROVISIONS

In addition to the General Provisions of this solicitation, these Special Provisions, along with the specifications that follow, apply in like force to this solicitation and to any subsequent contract resulting therefrom.

INSURANCE REQUIREMENTS

For further instructions, refer to RFP Section P. The insurance requirements shall remain in effect throughout the term of this contract.

SCOPE AND SPECIFICATIONS OF SERVICES

The specifications are outlined on Exhibit A and describes the promotional services being requested. Contractors will be expected to meet all specifications and requirements.

- a. Failure to meet the specifications/requirements will result in removing your firm from consideration.
- b. Proposals shall be considered only from Contractors who can demonstrate to the PSO a professional ability to provide the type of services specified within this RFP.
- c. Contractor shall have a track record of providing quality services in the field requested.

C. PROPOSAL VENDOR INFORMATION FORM

THIS PROPOSAL IS OFFERED TO PASCO SHERIFF’S OFFICE:

Proposals are to be submitted in a sealed envelope. Proposals received after bid opening time will be returned unopened.

Proposals are to be submitted to Agency Services, Purchasing Manager, Pasco Sheriff’s Office 19415 Central Blvd, Land O’Lakes, FL 34637 by the date and time indicated on the cover sheet.

Proposals shall be submitted in one (1) original and three (3) copies.

A. OFFEROR INFORMATION

Offeror Name _____

Federal Taxpayer Identification Number _____

Address _____

Person to Contact Regarding this Proposal _____

Telephone Number _____ Fax Number _____

E-Mail Address _____

B. AUTHORIZED SIGNATURE - All Proposals shall be signed in ink by authorized principals of the firm.

The undersigned affirms and declares:

1. That offeror has read and understands the requirements of this Request for Proposal **2 FY18** and, that as the offeror, will comply with all requirements, and that I am duly authorized to execute this Proposal/offer document and any contract(s) and/or transactions required by award of this RFP;
2. That this Proposal is made without understanding, agreement or connection with any person, firm or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud;
3. That this Proposal shall remain open for an evaluation period of ninety (90) calendar days following the opening of Proposals.

Please Print or Type:

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____ DATE: _____

D. Permits and Licenses:

Contractor must currently be in full compliance with and shall maintain compliance with all federal, state and local laws and regulations relating to the operation of Contractor’s business and have obtained and shall maintain at no cost to the PSO, all licenses and permits that are required for the provision of services to the PSO.

Contractor must verify, in writing, that it has not received any citations, notices or other correspondence from the State of Florida relating to any violations or potential violations under that permit. Contractor shall give the PSO notice of any action which jeopardizes the continued validity of such permit within five days of such action. Contractor must be a registered, bonded Contractor, licensed to do business in the State of Florida. Workers to be employed in the performance of this contract will possess the qualifications, training, licenses and permits required within Pasco County to provide services to the PSO.

E. RFP Submission Requirements:

- 1. Response Deadline: All responses must be in a sealed envelope or package and clearly mark envelope; “RFP No. 2 FY18 – PROMOTIONAL SERVICES - “DELIVER TO PSO PURCHASING MANAGER IMMEDIATELY”.**

All responses must be received no later than 1:00 PM Local Time (on a clock designated by the PSO Agency Services Office) on 15 Aug 2018.

- 2. RFP Submission Format:** In order to be considered for selection, respondents must submit Proposal in the following format. Failure to do so may result in the Proposal being declared non-responsive.
 - Four (4) bound copies of each response (one (1) original and three (3) copies)
 - Proprietary and Confidential information should be clearly marked

A. Introduction

- Letter: Include letter indicating that the Proposal submitted is in response to this RFP (Promotional Services, (2 FY18). This letter is to be a brief letter, addressed to the PSO Purchasing Manager, which provides the following information:
 - Name and address of the company,
 - Name, title, telephone number and email address of the contact person for the company,
 - Company fax number,
 - The signature, typed name and title of the individual who is authorized to commit the company to the Proposal

- Federal ID: A number assigned to your business for tax reporting purposes.

B. Permits & Licenses: Address as outlined on RFP

C. Proposal Vendor Information Form: Contractor is to complete this form.

D. Proposal: Contractor is to describe services being provided and cost of services. Contractors will elaborate and expound upon their specific plan for providing services, which shall reveal their experience and expertise. The successful contractor will describe all service specifications outlined on Exhibit A, and outline the cost of these services. All test materials will be included in the cost of services. Contractor will provide example of matrix scoring document and example of multiple-choice questions.

E. Delivery of Services Schedule Plan:

- Contractor shall provide a delivery schedule on Proposal indicating the timeframe services will be implemented.

3. Submit RFP's to:

Agency Services
Attn: Purchasing Manager
Pasco Sheriff's Office
19415 Central Blvd
Land O'Lakes, Florida 34637
"DELIVER TO AGENCY SERVICES OFFICE IMMEDIATELY"

Note: Proposals will not be accepted via fax or email.

- 4. Written questions will be accepted until 6 Aug 2018 10:00AM.** All questions/requests for information can be submitted via email to: Contract Administrator, Dalia Hernandez Gibson at dhernandezgibson@pascosheriff.org.

F. Written Instructions

- Proposals received after the submission deadline **will be returned unopened and will not be considered.** The PSO is not responsible for delivery delays and USA time keeping for "Eastern Standard Time" will indicate the official time of receipt.
- The PSO reserves the right to reject any and all Proposals as a whole or in part.
- It is the responsibility of the Contractor to ensure that the completed Proposal is delivered within the proper timeframe to the correct location. Proposals received after the specified time or to the wrong location within the PSO will not be considered.
- Proposals shall be made and submitted in the format provided by the PSO. In addition to the RFP requirements, any additional information the Contractor feels appropriate may be added as an appendix to the RFP.

- Each Contractor will be responsible for all costs and expenses incurred in preparation of the Proposal, and in no event will the PSO be responsible or liable for any costs or expenses due.
- The PSO advises that all Proposals submitted under this RFP will become the property of the PSO and will not be returned. However, if any portion of the Proposal is marked “proprietary” or “confidential” and is clearly noted, this portion may be returned to the Contractor after award of contract, if requested.
- If the PSO Purchasing Office is closed for business at the time scheduled for RFP opening, for whatever reasons, sealed Proposals will be accepted and opened on the next business day of the PSO at the originally scheduled hour.
- Each Proposal is received with the understanding that the acceptance in writing by the PSO of the offer to furnish any or all services described therein shall constitute a contract between the Contractor and the PSO, which shall bind the Contractor to furnish and deliver the services at the prices stated and in accordance with the conditions of the accepted Proposal.

G. Additional RFP Requirements:

1. Failure to submit all information requested may result in the rejection of the Proposal.
2. Each Contractor will fully inform him/her self of all terms, conditions, and limitations described in this RFP.
3. The PSO may request a Contractor to furnish additional supplementary information as is sufficient, in the sole opinion of the PSO to assure that the Contractor’s competence, business organization and financial resources are adequate to successfully perform the requested services.

H. Project Schedule:

RFP Submission Date: **16 July 2018**

Proposals Due Date: **15 August 2018 at 1:00 PM Local Time**

Proposal Opening Date: **16 August 2018 at 10:00 AM Local Time**

Contract Award (tentative): **1 October 2018**

Delivery of Services (tentative): **Delivery of services to be coordinated between the Agency and Contractor, but NLT 60 days after the contract award date**

I. Selection and Evaluation:

1. The selection of a Proposal shall be at the sole discretion of the PSO. Selection shall be based on the evaluation of all the information the PSO may request. The PSO reserves the right to accept or reject any or all Proposals and to waive any informality. The criteria used for selection is as follows:
 - a. The extent to which the proposed services meet the requirements as specified in the RFP.

- b. The extent to which the Contractor meets all other requirements of the RFP.
 - c. The cost of services.
 - d. The Contractor's qualifications, expertise and experience in providing the required product.
 - e. Any other pertinent criteria as determined by the PSO.
 - f. Delivery timeframe of services.
2. The Proposals will be evaluated and interviews may be scheduled with the selected Contractors. If necessary, the PSO will schedule the time and location of these presentations.
3. Negotiations shall then be conducted with the Contractor selected and contract awarded.

J. Contract Terms

The Request for Proposal, amendments to the RFP, and the Contractor's Proposal will constitute the contract. The Contractor shall be required to comply with the provisions of the RFP and with the provisions of its Proposal. If there are any differences in the provisions contained in the RFP and those in the written Proposal, all provisions contained in the RFP shall be mandatory as stated unless the PSO, at its option selects any of the provisions of the Contractor's written Proposal.

The term of the contract shall be until the delivery of all items have been delivered to PSO.

K. Termination of Contract for Cause

If the Contractor's usual operations are interrupted delayed or postponed by reason, acts of God, strikes, lockouts or other industrial disturbances, war, blockades, riots, arrests, explosions, fires, accidents to machinery, or other causes not within the control of the Contractor. Contractor shall not be liable in damages for such interruption, postponement or delay. In the event of such interruption, postponement or delay, Contractor shall take whatever measures it deems appropriate to obtain service for the PSO, including but not limited to contracting with other companies for the needed services. Should it be necessary for the Contractor to provide substitute services for a period of fifteen (15) consecutive days, the PSO may terminate the Agreement. Such termination shall be effective immediately or at such reasonable date as may be necessary to permit the PSO to obtain an alternate source of service. The PSO reserves the right to terminate the contract upon ten (10) days notice at any time for default, negligence or unsatisfactory service.

In the event of termination pursuant to this clause, the PSO may procure upon such terms and in such manner as the PSO deems appropriate, services similar or substantially similar to those terminated and the Contractor will be liable to the PSO for any excess cost incurred.

Upon partial termination, the Contractor will continue the performance to the extent not terminated. The rights and remedies of the PSO under this clause are not exclusive and are in addition to any other rights or remedies provided by law.

Termination of Contract without Cause:

The PSO reserves the right to cancel with or without cause all awarded contracts with 30 days written notice by certified mail to the Contractor.

L. Severability

In the event any provision shall be adjudged or decreed to be invalid, such ruling shall not invalidate the entire Agreement but shall pertain only to the provision in question and the remaining provisions shall continue to be valid, binding and in full force and effect.

M. Indemnification and Hold Harmless Clause

The Contractor must agree to the following language in the contract clause:

“The Contractor agrees to defend and indemnify the PSO, their members, and agents shall hold them harmless from any and all risks of every kind, nature and description resulting from or arising out of the work and/or service performed by the Contractor or its sub-Contractor under this contract; provided, however, that Contractor shall not be required to indemnify the PSO with respect to such risks to the extent caused by the negligence or intentional misconduct of the PSO or the PSO’s Contractors, over whom Contractor has no authority or control. Nothing contained in this section or the contract shall be construed as a waiver of sovereign immunity or Florida Statute 768.28.”

The Contractor by agreeing to defend the PSO as set forth above, agrees that if the PSO receives a claim, complaint, or issued under this contract pertaining to their work, acts or services, this Contractor shall pay all attorney fees and expenses; the selection of such attorney to represent the PSO shall be the sole and exclusive determination of PSO.

N. Contract Provisions

Contractor agrees that contracts resulting from this process will be governed by the laws of the State of Florida, and the venue for any legal action will be Pasco County, Florida. Contractor shall meet all State and Federal certification requirements, any other applicable laws, industry codes and standards throughout the life of the contract.

O. Public Records Law

Contractor agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Contractor agrees to keep and maintain public records that would be required by PSO in order to perform the services provided for in this Agreement; Contractor agrees to provide public access to any required public records in the same manner as a public agency; Contractor agrees to protect exempt or confidential records from disclosure; Contractor agrees to meet public records retention requirement; and Contractor agrees that at the end of term of this Agreement, to transfer all public records to PSO and destroy any duplicate exempt or confidential public records.

CONTRACTOR MUST CONTACT THE PASCO SHERIFF’S OFFICE PUBLIC RECORDS CUSTODIAN WITH ANY QUESTIONS REGARDING CONTRACTOR’S DUTIES TO PROVIDE PUBLIC RECORDS RELATING

TO THIS CONTRACT. THE PASCO SHERIFF'S OFFICE PUBLIC RECORDS CUSTODIAN CONTACT INFORMATION FOR THIS CONTRACT IS:

Name: Melissa Hite

Address: 8700 Citizen Drive

New Port Richey, FL 34654

E-mail: mwhite@pascosheriff.org

P. Insurance and Certificate Requirements

The Contractor will ensure that each and every contract for professional services must meet minimum insurance specifications in order to protect the PSO's interest and/or as evidence of compliance with Florida State Law.

GENERAL REQUIREMENTS: The Contractor will ensure that before commencing services, the Contractor and any subcontractor shall furnish evidence such as a Certificate of Insurance acceptable to the PSO that it has procured and will maintain at its own expense until final acceptance of the work, or until released in writing at the time of "Notice of Substantial Completion," insurance in the kinds and amounts hereinafter specified. Proof of insurance must be given to PSO and verified prior to the execution of a contract.

1. Insurance: The Contractor will be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below and meeting the following requirements:

- List the type of insurance coverage and acceptable limits as required by the PSO.
- Name the certificate holder as PSO, 19415 Central Blvd, Land O'Lakes, FL 34637.
- Name the PSO, its members, and agents (without reference to a specific department) as an additional insured on each Certificate of Insurance for all liability policies. This can be provided in the caption or in the comments section of the certificate.
- Each certificate of insurance required, and each endorsement, must be signed by a licensed registered agent. In the event of self-insurance, by an authorized signatory.
- In the event of any material alteration or cancellation of any insurance coverage, the issuing insurer will endeavor to mail written notice to Dalia Hernandez Gibson, PSO, 19415 Central Blvd, Land O'Lakes, FL 34637.
- Insurance carriers should be admitted in the State of Florida, unless an exception is approved by the PSO.
- The Certificate of Insurance shall be submitted to Dalia Hernandez Gibson, for compliance review, approval and retention at least thirty (30) days prior to the start of work.

The Contractor will ensure the insurance coverage and the Minimum Liability Requirements outlined below:

- A. Professional Liability Insurance
\$1,000,000 per occurrence and \$3,000,000 annual aggregate

The Contractor will maintain the full limit of coverage as stated above for five (5) years after substantial completion of the project resulting from this RFP. Extended reporting or "tail" coverage shall be maintained on any coverage which is cancelled or non-renewed unless the replacement coverage includes a retroactive date no later than the date of the agreement which results from this RFP. Evidence of replacement coverage and/or an extended reporting endorsement must be provided.

- B. Commercial General Liability
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum \$2,000,000 aggregate.

- C. Comprehensive Automobile and Truck Liability
Covering owned, hired, and non-owned vehicles with combined single limits of not less than One Million and 00/100 Dollars (\$1,000,000.00), each occurrence. Coverage shall be on an "occurrence" basis, such insurance to include coverage for loading and unloading hazards.

- D. Workers' Compensation and Employer's Liability

1. Workers' Compensation Statutory
(include all states endorsement)
2. Employer's Liability \$100,000 each occurrence

The Contractor will ensure that before entering into a contract, the successful Contractor will furnish to the PSO a Certificate of Insurance verifying such coverage and identifying the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees, and the PSO as additional insured's as pertains to the contract. This inclusion will not make the County a partner or joint venture with the Contractor in its operations hereunder, nor does it apply to the Professional Liability coverage.

The Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and members and the Pasco County Sheriff will be named as additional insured's as respects: Liability arising out of acts performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, leased or used by the Contractor; or automobiles, leased, hired or borrowed by the Contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Board of County Commissioners
Pasco County, Florida

C/O Pasco Sheriff's Office
20101 Central Blvd
Land O'Lakes, FL 34637

This RFP No. **(2FY18)** shall be referenced on the Certificate of Insurance.

Prior to any material change or cancellation, the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the Board of County Commissioners, Pasco County, Florida, its' officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

Exhibit A
Pasco Sheriff's Office
Promotional Testing Specifications for
Law Enforcement and Detention
Sergeant/Lieutenant Candidates

The following are the specifications for the promotional process for law enforcement and detention sergeant/lieutenant candidates at the Pasco Sheriff's Office (PSO). Contractor will create the following services using Florida Laws and the General Orders of the PSO:

1. Multiple-Choice Test - 100 question test each for law enforcement and detention sergeant/lieutenant candidates
2. Problem Solving Exercise — One (1) each for law enforcement and detention sergeant/lieutenant candidates
3. Oral Board — One (1) each for law enforcement and detention sergeant/lieutenant candidates
4. Role-Play Exercise (Two to three (2 — 3) exercises needed for law enforcement and one (1) exercise for detention) — for law enforcement and detention sergeant/lieutenant candidates

SPECIFICATIONS FOR TESTING

- Candidate Briefing:
Contractor will hold a candidate briefing for the purpose of informing the candidates about the testing process. Contractor will prepare a candidate handout study guide that will be given to each candidate during the candidate briefing including a list of references. The candidate briefing will be at least 90 days before the date of the test.
- Multiple Choice Job Knowledge Test
Contractor will construct a custom designed multiple choice job knowledge test (MCT) of 100 questions, one for law enforcement candidates and one for detention candidates. The questions will be written according to generally accepted professional practice for writing such test questions. All questions will have four options, one correct and the others incorrect. The examination will be reviewed by a panel of no less than two subject-matter experts (SMEs), who will ensure that the test is job-related i.e. the knowledge upon which the question is based is important for the candidate to be successful as a sergeant or lieutenant in this agency. Subject-Matter Experts should be high-performing individuals at the same rank for which we are testing. The MCT will be graded immediately following the test and candidates will be provided their scores. All testing materials will remain the property of contractor.
- Multiple Choice Test Challenge:

The MCT will be scored immediately after the exam and the results published to each candidate to review. An exam challenge will be held immediately following the MCT.

- **Problem Solving Exercise**

Contractor will administer a problem solving exercise to law enforcement and detention sergeant and lieutenant candidates who are in the top 40 highest scoring members from the MCT. This test will pose a problem to be solved by each candidate. The problem will be chosen by the PSO management in conjunction with Contractor and will be a problem directly related to the position of sergeant or lieutenant at PSO. Candidates will be required to respond to this problem in writing. The contractor will assure each candidate's response will be treated with total anonymity. Scoring will focus on the quality of the solution as well as on the candidate's ability to write.

- **Oral Examination**

Contractor will administer an oral examination to law enforcement and detention sergeant and lieutenant candidates who are in the top 40 highest scoring members from the MCT. The oral examination will focus on questions relating to their role as sergeants or lieutenants at PSO.

- **Role-Play Exercise**

Contractor will administer a role-play exercise to law enforcement and detention sergeant and lieutenant candidates who are in the top 40 highest scoring members from the MCT. The role play exercise will assess the interpersonal skill and ability components needed by sergeants and lieutenants at PSO. The exercise will be based on an incident that candidates are likely to encounter as PSO sergeants and lieutenants. The rating for the role playing exercises will be based on a calculation involving a nine (9) point rating scale. All traits and factors evaluated will use this rating scale. Raters will be trained to rate each candidate using a rating instrument designed by contractor. No more than three dimensions will be rated in this exercise.

- **Final List:**

Contractor will submit a final list of candidates' scores to the Sheriff within two days after the process is completed.

Other Contractor Requirements

Contractor will provide the following:

- Supervise the entire testing process, beginning with the SME meetings and ending with the final list.
- Develop all tests, examinations, answer keys and scoring instruments.
- Produce all test, examinations, answer keys and scoring instruments.
- Provide proctors to manage the entire process from beginning to completion.
- Administer all examinations at a date and time to be determined by PSO.
- Provide all copies of examination materials, training materials and candidate briefing materials.
- Train all raters for the scoring of the problem solving exercise, the oral examination and the role-play exercise according to generally accepted professional practice.
- Final List: Contractor will submit a final list of candidate scores within two days of the completion of the process.

- Quarterly matrix recalculations, based on changes in matrix points.

PSO will provide the following:

- Provide facilities for the testing process and for SME meetings.
- Provide computers for use by the candidates during the testing process and provide flash drives for the candidates to store their files.
- Provide SMEs to assist in the development of the examinations. Will provide at least two (2) SMEs per rank being tested.
- Provide rater boards.
- Provide lunch to be brought in on days when rater boards are present.
- Provide role-player(s) for role-play exercise.
- Quarterly matrix points update for each eligible member.

General Specifications

Law Enforcement Sergeant/Lieutenant	Detention Sergeant/Lieutenant
<ul style="list-style-type: none"> • Multiple-Choice Test – 100 Questions • Problem Solving Exercise • Oral Exercise – Oral Board • Role Play – 2 or 3 Exercises <p>The items listed above will take at least 6 full days to administer. There will be 20 candidates going through Problem Solving, Oral Board and Role Place Exercises.</p>	<ul style="list-style-type: none"> • Multiple-Choice Test – 100 Questions • Problem Solving Exercise • Oral Exercise – Oral Board • Role Play – 1Exercise <p>The items listed above will take 4 full days to administer. There will be 10 candidates going through Problem Solving, Oral Board and Role Place Exercises.</p>