

24-RFP00756/CT  
MISDEMEANOR PROBATION SERVICES

County of Hernando  
15470 Flight Path Drive  
Brooksville, FL 34604



RELEASE DATE: May 1, 2024

DEADLINE FOR QUESTIONS: May 14, 2024

RESPONSE DEADLINE: June 3, 2024, 10:00 am

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenow.com/portal/hernandocounty>

County of Hernando  
undefined  
24-RFP00756/CT

MISDEMEANOR PROBATION SERVICES

I. INTRODUCTION.....  
II. ADVERTISEMENT .....  
III. DEFINITIONS .....  
IV. RFP INSTRUCTIONS .....  
V. SCOPE OF WORK.....  
VI. EVALUATION CRITERIA.....  
VII. OFFER .....  
VIII. AWARD .....  
IX. PRICING PROPOSAL.....  
X. VENDOR QUESTIONNAIRE .....

Attachments:

A - Appendix - Noncriminal Justice Agency Supplemental Guidance

B - Sample Contract - 24-RFP00756 - Rev. 5.17.2024

## 1. INTRODUCTION

### 1.1. Summary

The Board of County Commissioners for Hernando County, Florida is requesting proposals from interested and qualified Proposers to provide Misdemeanor Probation Services for the Hernando County Court of the Fifth Judicial Circuit pursuant to section 948.15, FS. The successful Proposers must provide for supervision, rehabilitation and probation services for offenders placed on misdemeanor probation by the Hernando County Court. Neither the County nor the Hernando County Court can make any representation as to the number of cases, if any, that may be assigned to the Proposers pursuant to a contract resulting from this RFP. Currently, misdemeanor probation services are provided to the County Court via a contract.

In addition, the Fifth Judicial Circuit State Attorney's Office agrees to provide the required criminal justice oversight as required by the Federal Bureau of Investigation (FBI) for compliance with the attached Security Addendum (Attachment A) to a contract resulting from this RFP.

This is a zero cost contract to be issued by the Hernando County Board of County Commissioners. For further information, please reference Section 5., Scope of Work, paragraphs 5.2, Rehabilitation Services, and 5.13, Compensation, and Section 9., Pricing Proposal, of this Solicitation.

### 1.2. Contact Information

**Cathy Tefft**

Procurement Manager

15470 Flight Path Road

Brooksville, FL 34604

Email: [ctefft@co.hernando.fl.us](mailto:ctefft@co.hernando.fl.us)

Phone: [\(352\) 754-4020](tel:(352)754-4020)

**Department:**

Circuit 5

**Department Head:**

Jeremy Moore

Courts Operations

### 1.3. Timeline

<b>Release Project Date</b>	May 1, 2024
<b>Question Submission Deadline</b>	May 14, 2024, 5:00pm

<p><b>Proposal Submission Deadline</b></p>	<p>June 3, 2024, 10:00am Join Zoom Meeting <a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09</a></p> <p>Meeting ID: 921 6100 1651 Passcode: 234224</p> <p>---</p> <p>One tap mobile +13052241968,,92161001651#,,,,*234224# US +16469313860,,92161001651#,,,,*234224# US</p> <p>---</p> <p>Dial by your location</p> <ul style="list-style-type: none"><li>• +1 305 224 1968 US</li><li>• +1 646 931 3860 US</li><li>• +1 301 715 8592 US (Washington DC)</li><li>• +1 309 205 3325 US</li><li>• +1 312 626 6799 US (Chicago)</li><li>• +1 646 558 8656 US (New York)</li><li>• +1 669 444 9171 US</li><li>• +1 669 900 6833 US (San Jose)</li><li>• +1 689 278 1000 US</li><li>• +1 719 359 4580 US</li><li>• +1 253 205 0468 US</li><li>• +1 253 215 8782 US (Tacoma)</li><li>• +1 346 248 7799 US (Houston)</li><li>• +1 360 209 5623 US</li><li>• +1 386 347 5053 US</li><li>• +1 507 473 4847 US</li><li>• +1 564 217 2000 US</li></ul> <p>Find your local number: <a href="https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09">https://hernandoclerk.zoom.us/j/92161001651?pwd=a2hqSHA1eG1SZHNhYWNOSUVndWQ0UT09</a></p>
<p><b>Professional Services Review Committee Public Meeting</b></p>	<p>June 20, 2024, 9:30am Hernando County Attorney’s Office-Conference Room, 20 North Main Street, Suite 462, Brooksville, FL 34601-2850</p>
<p><b>Professional Services Review Committee Oral Presentations</b></p>	<p>July 11, 2024, 9:30am If required.</p>

<p><b>Final Professional Services Review Committee Public Meeting</b></p>	<p>July 11, 2024, 1:30pm If required.</p>
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## 2. ADVERTISEMENT

### 2.1. ADVERTISEMENT OF SOLICITATION

#### REQUEST FOR PROPOSALS

NOTICE IS HEREBY GIVEN that the Board of County Commissions of Hernando County, Florida, is accepting Proposals for:

SOLICITATION # 24-RFP00756/CT

FOR

MISDEMEANOR PROBATION SERVICES

Hernando County Board of County Commissioners is soliciting interested and qualified Proposers to provide Misdemeanor Probation Services for the Hernando County Court of the Fifth Judicial Circuit pursuant to section 948.15, FS.

Offers for furnishing the above will be received and accepted up to 10:00 a.m. (local time), Monday, June 3, 2024, via Hernando County Purchasing and Contract's [eProcurement Portal](#). Only electronic submittals shall be accepted by the County. No Offers will be accepted after the above stipulated date and time.

The Board of County Commissioners of Hernando County, Florida reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in offers received in accordance with the Solicitation documents and the Hernando County Procurement Ordinance.

Interested firms may secure the solicitation documents and plans and drawings and all other pertinent information by visiting the County's eProcurement Portal. For additional project information, please visit the Hernando County Board of County Commissioners Procurement Department at [www.hernandocounty.us](http://www.hernandocounty.us), or by submitting a question via the Q&A Tab in the County's [eProcurement Portal](#).

#### ISSUED BY:

BOARD OF COUNTY COMMISSIONERS

HERNANDO COUNTY, FLORIDA

Elizabeth Narverud, Chair

Brian Hawkins, Vice Chair

Jerry Campbell, Second Vice Chair

John Allocco

Steve Champion

**SUBMIT PROPOSAL TO:**

HERNANDO COUNTY

PROCUREMENT DEPARTMENT

via Hernando County's [eProcurement Portal](#)

Carla Rossiter-Smith

Chief Procurement Officer

ExParte Communication: Please note that to ensure proper and fair evaluation of a submittal, the County prohibits exparte communication (i.e. unsolicited) initiated by the Proposer to the County Official or Employee prior to the time a Proposal decision has been made. Communication between Proposer and the County will be initiated by the appropriate County Official or Employee in order to obtain information or clarification needed to develop a proper and accurate evaluation of the Proposal. Exparte communication may be grounds for disqualifying the offending Proposer from consideration or award of the Proposal then in evaluation or any future Proposal.

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

The Procurement Department will post addenda on the County's [eProcurement Portal](#) to all questions in accordance with the Solicitation Instructions. It is the responsibility of prospective Proposers to visit the [eProcurement Portal](#) to ensure that they are aware of all addenda issued relative to this solicitation.

***Pursuant to Florida Statutes 119.071 (Current Edition) sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from inspection until such time as the agency provides notice of an intended decision or until thirty (30) days after opening the bids, proposals, or final replies whichever is earlier.***

NOTICE TO PROPOSERS

To ensure that your proposal is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Cathy Tefft Procurement Manager, Procurement Department, via the County's [eProcurement Portal](#) Question and Answer tab.

### 3. DEFINITIONS

#### 3.1. DEFINITIONS

- A. **"Addenda"** means a written or graphic instrument issued by the County prior to the execution of the Agreement which modify or interpret the Request for Proposals by additions, deletions, clarifications, corrections or other type of modifications. Addenda will become part of the Contract Documents when the Agreement is executed.
- B. **"Agreement"** means a legal document, executed by the County and the Successful Proposer, which supersedes all prior negotiations, representations, or agreements, either written or oral. The Agreement, as amended from time to time, forms the Contract between County and the Successful Proposer setting forth the roles, responsibilities and obligations of the parties including, but not limited to, the performance of the Services and the basis of payment.
- C. **"Contract Documents"** means the Request for Proposals, including Addenda to such, the Agreement, including Addenda to such, Proposer's Proposal, Scope of Services, Certificate(s) of Insurance, Notice of Intent to Award, Notice of Award, Proposer's Representation and Certification Form, Proposer's Hold Harmless Agreement, and any other documents mailed, e-mailed or otherwise transmitted to the Proposer prior to or after the submittal of their Proposal, and prior to or after Award, all of which are all to be treated as one in the form of the Contract Documents.
- D. **"Contractor"** means the Successful Proposer, in the context of the Request for Proposals. In the context of the Contract Documents, Contractor means any company, firm, partnership, corporation, association, joint venture, or other legal entity permitted by law to perform the Services in the State of Florida. Such legal entity shall be the entity that enters into a written Agreement with the County to perform the Services for the Project described in the Contract Documents. The Contractor will have sole responsibility for the performance of the Services covered under an Agreement that is awarded in conjunction with this Request for Qualifications.
- E. **"County"** means Hernando County Board of County Commissioners, its officers, employees, agents and volunteers.
- F. **"Evaluation Team"** means County employees selected to evaluate and score the Proposals and Oral Presentation (if applicable) and recommend to the Board the Successful Proposer for an award.
- G. **"Minor Irregularity"** means a variation from the Request for Proposals terms and conditions which does not affect the price or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the County.
- H. **"Notice of Award"** means a written notice submitted by the County notifying the Successful Proposer that they have been awarded the project.



- I. **"Notice of Intent to Award"** means a written notice submitted by the County notifying the Successful Proposer that the County intends to award the project to them contingent upon the Successful Proposer executing the Agreement and submitting any outstanding documents.
- J. **"Notice to Proceed"** means a written notice issued by the County to the Successful Proposer fixing the date on which the Successful Proposer shall start the performance of the Services and the length of time for the completion of the Services, in accordance with the Contract Documents.
- K. **"Owner"** means Hernando County Board of County Commissioners, its officers, employees, agents, and volunteers.
- L. **"Pre-Proposal Meeting"** a meeting at which all Proposers gather to obtain additional information as to the scope of Services required under the Request for Proposals.
- M. **"Public Opening"** means the opening of the Proposals and the announcing of the Proposers who submitted a Proposal in response to the Request for Proposals in the presence of the public.
- N. **"Proposer"** means the entity that submits a Proposal to the County in response to the Request for Proposals.
- O. **"Proposal"** means the response to the Request for Proposals submitted by the Proposer.
- P. **"Recommendation of Award"** means a written notification sent by way of facsimile or electronic e-mail to those who submitted a Proposal in response to this Request for Proposals advising them of the County's decision for its selection of the Successful Proposer and its intent to award to that Proposer.
- Q. **"Request for Qualifications" (or "Request for Proposal")** means the contents of this solicitation and all supporting documents including Addendum to such, or other related information transmitted to Proposers.
- R. **"Responsive"** means a Proposal that conforms in all material respects to the Request for Proposals requirements.
- S. **"Responsible Proposer"** means a Proposer who shows that they have the capability in all respects to perform fully the Services outlined in the Request for Proposals, and the integrity and reliability that will assure good faith performance.
- T. **"Services"** means all supervision, labor, materials, equipment, supplies, Sub-Contractors, and incidental expenses required by the Proposer to execute and complete the requirements of the Services outlined in the Contract Documents, including those prescribed or implied.
- U. **"Sub-Contractor"** means an entity having a direct Contract with the Successful Proposer or with any other Sub- Contractor of the Successful Proposer who will provide product(s) or Services(s) for the performance of a part of the Services required under the Contract Documents under the sole control and direction of the Contractor.

- V. **"Successful Proposer"** means the Proposer who the County awards an agreement to based on County's evaluation of the Proposers' qualifications and pricing as hereinafter provided.
- W. **"Timeline"** means the list of critical dates and actions involved in the Request for Proposals.

## 4. RFP INSTRUCTIONS

### 4.1. PURPOSE AND OVERVIEW

Proposals must set forth the services and programs to be provided as required in this RFP. Services to be provided must comply with all applicable federal, state and local laws, as well as any applicable court orders. When differences exist, the highest standards shall apply as determined by the County.

Proposers must provide all pertinent information relating to the Proposer's organization, qualifications of personnel, and capabilities to perform the Misdemeanor Probation Services required by this RFP. If any services will be subcontracted, the Proposer must submit a separate response for each subcontractor specifying the firm's name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organization and abilities.

CAUTION: In accordance with Section 287.057 (23) (Current Edition) of the Florida Statutes, Proposers to this solicitation, or persons acting on their behalf, may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays and legal holidays, any employee or officer of the County concerning any aspect of this solicitation, except in writing to the Contact Person noted above. Violation of this provision may be grounds for rejecting a response to this solicitation.

### 4.2. INSTRUCTIONS TO PROPOSERS:

- A. It is the intent and purpose of the Hernando County Board of County Commissioners (County) that this Request for Proposals promotes competitive Proposals. It shall be the Proposer's responsibility to advise the Procurement Department at the address noted in the Special Conditions, if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Proposals to a single source. Such notification must be submitted via the Q&A Tab in the County's eProcurement Portal and must be received by the Purchasing Department not later than ten (10) days prior to the Proposal due date.
- B. All Proposals will be publicly announced and only the names of all Proposers shall be read aloud.
- C. The Hernando County Board of County Commissioners is not responsible for expenses incurred prior to award. Hernando County officially distributes solicitation documents through the County's eProcurement Portal. Solicitation documents may be downloaded at NO COST using this electronic website. Copies of solicitation documents obtained from other sources are not considered official and must not be relied upon. Hernando County is not responsible for solicitation documents obtained from sources other than the County's eProcurement Portal via the Purchasing Department. Only Consultant/Proposers who properly register and follow the project directly from the County's eProcurement Portal will receive addenda and other important information if issued.
- D. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest

of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.

- E. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Ordinance.
- F. Any Proposal may be withdrawn until the date and time set above for the submission of the Proposals. Any Proposals not so withdrawn shall constitute an irrevocable offer, for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Qualifications, or until one (1) or more of the Proposals have been awarded.
- G. Costs of preparation of a response to this request for Qualifications are solely those of the Proposer. The County assumes no responsibility for any such costs incurred by the Proposer. The Proposer also agrees that the County bears no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

#### **4.3. QUESTIONS REGARDING THIS RFP:**

- A. Proposers shall not direct any queries or statements concerning their Proposal to the Hernando County Professional Services Review Committee or County staff during the selection process, from the time of submission of a Proposal until the execution of a Contract. Any Proposer who initiates any discussions with staff in any manner other than that described below is subject to disqualification from this procurement.
- B. All questions or concerns regarding this Request for Proposals must be submitted in writing, via the County's eProcurement Portal no later than 5:00 pm, on Tuesday, May 14, 2024. When required the Procurement Department will issue an addendum to the Request for Proposals. The addendum will be available on the Internet for access by potential Proposers. Proposers are instructed not to contact the initiating division directly. No oral interpretation of this Request for Proposals shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Chief Procurement Officer.
- C. This provision exists solely for the convenience and administrative efficiency of Hernando County. No Proposer or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Proposer or third party have any standing to sue or cause of action arising therefrom.
- D. If any Proposer contemplating submitting a Proposal for this solicitation is in doubt as to the true meaning of the terms, conditions, specifications or other solicitation documents or any part thereof, he may submit a request for clarification via the County's eProcurement Portal. Any

interpretation of the terms, conditions and/or specifications, if made, will be only by Addendum duly issued. A copy of such Addendum will be posted to the County's eProcurement Portal. The COUNTY will not be responsible for any other explanation or interpretation of the proposed solicitation made or given prior to the award of the Contract.

- E. Receipt of an Addendum to this solicitation by an Proposer must be acknowledged via the County's eProcurement Portal.

#### 4.4. INSTRUCTIONS FOR PREPARING PROPOSALS:

- A. The Proposal must name all persons or entities interested in the Proposal as principals. The Proposal must declare that it is made without collusion with any other person or entity submitting a Proposal pursuant to this RFP.
- B. Sub-Contractors/Sub-Consultants: The Hernando County BOCC reserves the right to approve all Sub-Contractors and/or Sub-Consultants for this Contract. If Sub-Contractors are to be utilized, their names and references must be included within this initial Proposal. Responsibility for the performance of the Contract remains with the awarded Contractor exclusively. Sub-Contractors may be added to this Contract during the Contract period only with PRIOR WRITTEN PERMISSION from the Hernando County BOCC.
- C. Proposer shall identify any work for this project that will be performed outside the United States of America. The company to perform the work, the country in which the work will be done, and the entity responsible for Quality Assurance/Quality Control for that work shall be identified.
- D. Pricing shall be firm for a period of one hundred and eighty (180) days or until award is made, whichever occurs first. Pricing shall include such amounts, as Proposer deems proper, for all labor, materials, equipment, Sub-Contractors, suppliers, insurance, overhead, profit and any other costs to provide the Services as noted in this Request for Proposals. Pricing shall include any sales or use taxes, if applicable.
- E. Miscellaneous Requirements:
  - 1. The Proposer/Contractor shall possess all the appropriate licenses, permits and tariffs required by various governmental agencies having jurisdiction over such services. A copy of all the required licenses will be required prior to award of a Contract.
  - 2. The Hernando County BOCC or its authorized representative reserves the right to obtain all documentation deemed appropriate to verify the Contractor is meeting all regulations and specification requirements.
  - 3. Any damage to facilities, equipment or property, due to purposeful actions, incompetence or negligence of the Contractor's personnel including Sub-Contractors that occurs, shall be responsibility of the Contractor. The Contractor shall reimburse the owner of the damaged

facility, equipment or property for any cost to repair damage, beyond reasonable wear, caused by the Contractor.

4. The Provider's and their Sub-Contractor's personnel who perform the work in connection with this Contract shall meet the requirements of the Hernando County BOCC drug policy.

#### 4.5. PROPOSAL FORMAT:

Please provide a response to all required items in the Vendor Questionnaire (Section 10) which includes submitting a Technical Proposal. Technical Proposal sections should be consistent with the example shown below and include all documents, licenses, certifications or other information in response to this solicitation and necessary for evaluation per the Evaluation Criteria (Section 6).

- Proposal Tab 1 - Statement of Interest and Introduction Letter
  - The responding firm (or the lead firm if Sub-Contractors are proposed) will provide a letter, on company letterhead, not exceeding two (2) pages, which serves as a statement of interest and introduction to the submittal. If Sub-contractors are proposed, each Sub-contractor may provide a similar letter, not exceeding one (1) page.
  - This letter will summarize in a brief and concise manner, the Proposer's understanding of the Scope of Work.
  - The letter must name all of the persons authorized to make representations for the Proposer, including the titles, addresses, and telephone numbers of such persons. An official authorized to negotiate for the Proposer must sign the Letter of Transmittal.
- Proposal Tab 2 - Approach to Provide Services
- Proposal Tab 3 - Experience and Qualifications of Proposer
- Proposal Tab 4 - Experience and Expertise of Staff
- Proposal Tab 5 - Organizational Structure and Standing
- Proposal Tab 6 - Pricing Proposal - Additional Documentation

#### 4.6. EVALUATION CRITERIA

Please see Evaluation Criteria (Section 6).

#### 4.7. PROPOSAL EVALUATION PROCESS:

- A. A preliminary evaluation by the County shall determine whether each received proposal is complete and responsive with all instructions and/or submittal requirements in this solicitation. Any proposals that are incomplete or that do not comply with the instructions and/or submittal terms and conditions may be rejected and excluded from further consideration. Proposals that are responsive will be evaluated.
- B. The Professional Services Review Committee (PSRC or Committee) will review and evaluate all responsive Proposals according to the evaluation criteria outlined in this solicitation. The Committee will assign a consensus score for each evaluation criteria based upon consensus scoring. The scores for all evaluation criteria for each Proposer will be summed and averaged by way of consensus scoring. The score can be zero to the maximum value.
- C. If any Proposer claims "Local Preference", that Proposer will be assigned an additional five (5) percent for the points to their overall evaluation consensus score.
- D. Based on the total overall consensus score for the Technical Proposal Phase, the Proposers will then be ranked highest (most favorable) to lowest (least favorable). The Committee may establish a short list.
- E. Alternatively, the Committee may establish a "short list" of no fewer than three (3) Proposers without establishing a priority order. The Committee may request oral presentations from the Proposers when establishing the short list. If three (3) or fewer Proposals are received, all Proposers shall be included in the selection process as described below.
- F. Proposers may be required to complete oral presentations and interviews with County Evaluators. The oral presentations, if required, will be evaluated by the PSRC according to the evaluation criteria outlined in this solicitation. The Oral Presentation Phase score for each Proposer will be added to their Technical Proposal Phase evaluation score to arrive at a total overall consensus score. Proposers will once again be ranked highest (most favorable) to lowest (least favorable). Should oral presentations not be required, then the total overall consensus score will consist of the score for the Technical Proposal Phase.
- G. Once the ranking of Proposers has been prepared by the Committee, the Committee shall attempt to negotiate a Contract with the most qualified Proposer a compensation, which is fair, competitive and reasonable.
- H. If the Committee is unable to negotiate a satisfactory Contract with the first Proposer, negotiations with that Proposer shall be terminated and the Committee shall attempt to negotiate a Contract with the next most qualified Proposer. If these negotiations are not successful, negotiations shall be terminated with the second Proposer and attempted with the third most qualified. If the Committee is not successful in negotiating a satisfactory Contract with any of the selected Proposers, the Committee shall select additional Proposers in order of their qualifications

and continue negotiations until an agreement is reached or if no agreement can be reached the Committee may reject all Proposals and may re-advertise for new Proposals. All Contracts negotiated by the Committee shall be subject to final approval by the Board unless such approval is waived by the Board.

- I. Hernando County shall be the sole judge of its own best interests, the Proposals, and the resulting agreement. An award may be made to the most responsive and responsible firm whose Proposal is determined to be the most advantageous to the County. The County's decision shall be final and the County at all times reserves the right to:
  1. Reject any or all Proposals or parts thereof
  2. Issue subsequent Requests for Proposals
  3. Cancel the entire Request for Proposals
  4. Remedy technical errors in the Request for Proposals
  5. Negotiate with any, all, or none of the Proposers
  6. Award a Contract to one or more Proposers or none at all
  7. Accept other than the lowest price
  8. Waive informalities and irregularities in Proposals
- J. Hernando County reserves the right to consider historic information and fact, whether gained from the Proposer's Proposal, question and answer conferences, references, and/or other sources in the evaluation process.
- K. The County reserves the right to conduct investigations as deemed necessary by the County to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of Proposers, Sub-Contractors, suppliers and other persons and organizations to perform and furnish the work in accordance with the Proposal documents.
- L. It is the Proposer's sole responsibility to submit information related to the evaluation categories. Hernando County is under no obligation to solicit such information if the Proposer fails to include it within their Proposal submittal. Failure to provide requested information may result in the rejection of the Proposal, or a deduction in evaluation points at the sole discretion of the Committee.

#### 4.8. DEBRIEFING OF PROPOSERS:

Not later than thirty (30) calendar days after Board approval of a selection or shortlist, a Proposer may submit a written request to the applicable Contract administrator or purchasing agent for a debriefing on



the evaluation of their Proposal. The purchasing agent will schedule a meeting with the Proposer for the debriefing. However, at the Proposer's request, the debriefing may be conducted via telephone conference or the Proposer may request a copy of the digital recording of the selection on CD for \$15.00 fee. The debriefing shall include the following minimum information:

- A. Key requirements of the solicitation.
- B. The overall ranking of all Proposals.
- C. The significant weaknesses or deficiencies in the Proposal in response to the requirements of the solicitation.
- D. If requested, an explanation of the score received for each evaluation criteria will be provided, including costs, if applicable.
- E. If applicable, a summary of the rationale for award.
- F. Responses to any relevant questions of the Proposer.

#### 4.9. TERMS AND CONDITIONS:

- A. The County reserves the right to accept or reject any or all Proposals, with or without cause, to waive technicalities, or to accept the Proposal which, in its sole judgment, best serves the interest of the County, or to award a Contract to the next most qualified Proposer if a successful Proposer does not execute a Contract within thirty (30) days after approval of the selection by the Board of County Commissioners or other competent authority.
- B. Hernando County reserves the right, and the Chief Procurement Officer has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Hernando County Purchasing Policy.
- C. The County reserves the right to request clarification of information submitted and to request additional information of one or more applicants.
- D. The Contract that the County intends to use for award is attached for reference. Any exceptions to this standard Contract must be clearly indicated by return of the standard Contract with the Proposal, with exceptions clearly noted. The County has the right to require the selected Proposer to sign the attached Contract or to negotiate revisions to the Contract language prior to execution of the Contract, at its sole discretion.
- E. Information regarding Committee scheduling and Board approvals are available by calling the Procurement Department at (352) 754-4020.
- F. A person or affiliate who has been placed on the convicted Consultant/Firm 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 of real property to a public entity, may not be awarded or perform work as a Consultant/Firm, supplier, Sub-Contractor or Consultant/Firm under a Contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017 (Current Edition), for CATEGORY TWO (2) for a period of thirty-six (36) months from the date of being placed on the convicted Consultant/Firm list.

- G. The County's performance and obligation to pay under this Contract is contingent upon an annual appropriation for its purpose by the Board of County Commissioners.
- H. Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work.

#### 4.10. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

##### A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and all of the County's officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.
2. Protection of Person and Property:
  - a. The Vendor/Contractor will take all reasonable precautions for, and will be responsible for initiating, maintaining and supervising all programs relating to the safety of all persons and property affected by, or involved in, the performance of his operations under this Contract.
  - b. The Vendor/Contractor will take all reasonable precautions to prevent damage, injury or loss to: (a) all persons who may be affected by the performance of his operations, including employees; (b) all materials and equipment; and (c) all property at or surrounding the work site. In an emergency affecting the safety of persons or property, the Vendor/Contractor will act, with reasonable care and discretion, to prevent any threatened damage, injury or loss.

B. MINIMUM INSURANCE REQUIREMENTS: Vendor/Contractor shall procure, pay for and maintain at least the following insurance coverage and limits. Said insurance shall be evidenced by delivery to the County of a certificate(s) of insurance executed by the insurers listing coverage and limits, expiration dates and terms of policies and all endorsements whether or not required by the County, and listing all carriers issuing said policies. The insurance requirements shall remain in effect throughout the term of this Contract.

1. Workers' Compensation: As required by law:

- a. State.....Statutory
- b. APPLICABLE FEDERAL.....Statutory
- c. EMPLOYER'S LIABILITY.....Minimum:
  - i. \$100,000.00 each accident
  - ii. \$100,000.00 by employee
  - iii. \$500,000.00 policy limit
- d. Exemption per Florida Statute 440: If a Vendor/Contractor has less than three (3) employees and states that they are exempt per Florida Statute 440, they must provide an exemption certificate from the State of Florida. Otherwise, they will be required to purchase Workers' Compensation Insurance and provide a copy of Workers Compensation Insurance.  
<https://www.myfloridacfo.com/Division/WC/Employer/Exemptions/>

2. General Liability: Comprehensive General Liability including, but not limited to, Independent Contractor, Contractual Premises/Operations, and Personal Injury covering the liability assumed under indemnification provisions of this Contract, with limits of liability for personal injury and/or bodily injury, including death.

- a. Coverage as follows:
  - i. EACH OCCURRENCE.....\$1,000,000.00
  - ii. GENERAL AGGREGATE .....\$2,000,000.00
  - iii. PERSONAL/ADVERTISING INJURY.....\$1,000,000.00
  - iv. PRODUCTS-COMPLETED OPERATIONS AGGREGATE..\$2,000,000.00 Per Project Aggregate (if applicable)
- b. ALSO, include in General Liability coverage for the following areas based on limits of policy, with:
  - i. FIRE DAMAGE (Any one (1) fire.....\$50,000.00

- ii. MEDICAL EXPENSE (Any one (1) person)..... \$5,000.00
- 3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners." Proof of Endorsement is required.
- 4. Waiver of Subrogation: Vendor/Contractor agrees by entering into this Contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Vendor/Contractor enter into such an agreement on a pre-loss basis.
- 5. AUTOMOBILE LIABILITY: Comprehensive automobile and truck liability covering any auto, all owned autos, scheduled autos, hired autos, and non-owned autos. Coverage shall be on an "occurrence" basis. Such insurance to include coverage for loading and unloading hazards. Coverage as follows:
  - a. COMBINED SINGLE LIMIT (CSL)..... \$1,000,000.00
  - b. BODILY INJURY (Per Person)..... \$1,000,000.00
  - c. BODILY INJURY (Per Accident)..... \$1,000,000.00
  - d. PROPERTY DAMAGE.....\$1,000,000.00
- 6. PROFESSIONAL LIABILITY: .....\$3,000,000.00
- 7. BUILDERS RISK INSURANCE (if applicable it will be noted below separately):
- 8. CRIME PREVENTION – BOND (if applicable it will be noted below separately):
- 9. EXCESS/UMBRELLA LIABILITY (if applicable it will be noted below separately):
- 10. POLLUTION LIABILITY (if applicable it will be noted below separately):
- 11. SUBCONTRACTORS (if applicable): All subcontractors hired by said Contractor are required to provide Hernando County Board of County Commissioners a Certificate of Insurance with the same limits required by the County as required by the Contract. All subcontractors are required to name Hernando County Board of County Commissioners as additional insured and provide a Waiver of Subrogation in regards to General Liability.
- 12. RIGHT TO REVISE OR REJECT: County reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, County reserves

the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

C. EACH INSURANCE POLICY SHALL INCLUDE THE FOLLOWING CONDITIONS BY ENDORSEMENT TO THE POLICY:

1. Vendor/Contractor agrees to provide County with a Certificate of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and the Certificate of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Vendor/Contractor's insurer. If the Vendor/Contractor receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives noticed that coverage no longer complies with the insurance requirements herein, Vendor/Contractor agrees to notify the County by email within five (5) business days with a copy of the non-renewal or cancellation notice, or written specifics as to which coverage is no longer in compliance. The Certificate Holder shall read: **Hernando County Board of County Commissioners, Attention: Human Resources/Risk Department, 15470 Flight Path Drive, Brooksville, Florida 34604**
  2. Companies issuing the insurance policy or policies shall have no recourse against the County for payment of premiums or assessments for any deductibles which all are the sole responsibility and risk of Vendor/Contractor.
  3. The term "County" or "Hernando County" shall include all authorities, boards, bureaus, commissions, divisions, departments, and offices of the County and individual members, employees and agents thereof in their official capacities and/or while acting on behalf of Hernando County.
  4. The policy clause "Other Insurance" shall not apply to any insurance coverage currently held by County, to any such future coverage, or to County's Self-Insured Retentions of whatever nature.
- D. The Vendor/Contractor shall be required to provide a current Certificate of Insurance to the County prior to commencement of services.
- E. Bidders may, at the County's request, be required to provide proof that their firm meets the preceding insurance requirements, by submission of a Certificate Of Insurance coverage(s), prior to award of the Contract.
- F. Failure of the Owner to demand such certificates or other evidence of full compliance with these insurance requirements or failure of the Owner to identify a deficiency from evidence provided shall not be construed as a waiver of Vendor/Contractor's obligation to maintain such insurance.

**4.11. INSURANCE REQUIREMENTS (continued)**

**EXCESS/UMBRELLA LIABILITY:** Vendor/Contractor shall provide proof of Excess/Umbrella Liability coverage with minimum limits of \$1,000,000.00. Limits can be increased, based on contract.

#### **4.12. MAINTENANCE OF RECORDS:**

The Vendor/Contractor will keep adequate records and supporting documents applicable to this contract. Said records and documentation will be retained by the Vendor/Contractor for a minimum of five (5) years from the date of final payment on this contract. The County and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the County deems necessary during the period of this contract and a period of five (5) years after completion of contract performance; provided however, such activity shall be conducted only during normal business hours. The County during the period of time defined by the preceding sentence, shall also have the right to obtain a copy of and otherwise inspect any audit made at the direction of the Vendor/Contractor as concerns the aforesaid records and documentation. Pursuant to Section 119.0701 (Current Edition), Florida Statutes, Vendor/Contractor shall comply with the Florida Public Records' laws and shall:

- A. Keep and maintain records required by the public agency to perform the service.
- B. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
- C. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Contractor does not transfer the records to the public agency.
- D. Upon completion of the Contract, transfer, at no cost, to the public agency all public records in possession of the Contractor or keep and maintain public records required by the public agency to perform the service. If the Contractor transfers all public records to the public agency upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- E. Failure to comply with this section shall be deemed a breach of the Contract and enforceable as set forth in Section 119.0701, Florida Statutes (Current Edition).

**IF THE VENDOR/CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES (CURRENT EDITION), TO THE VENDOR/CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-754-4020, PURCHASING@HERNANDOCOUNTY.US, WITH AN OFFICE LOCATED AT 15470 FLIGHT PATH DRIVE, BROOKSVILLE, FL 34604.**

#### 4.13. SHORTLISTS, PROTESTS AND LOBBYING

The recommended short list of firms will be posted for review by interested parties on OpenGov as a Notification to this solicitation and will remain for a period of five (5) full business days. Failure to file a protest to the Chief Procurement Officer by 5:00 PM on the fifth full business day after posting date shall constitute a waiver of protest proceedings. Failure to file a protest within the time prescribed in section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S. Additional information relative to lobbying and protests can be found at the following site: [www.Hernandocounty.us/purchasing](http://www.Hernandocounty.us/purchasing).

#### 4.14. CONE OF SILENCE

This solicitation falls under the Hernando County Procurement Ordinance 93-16 (Current Edition). After a submission is opened or a short list is established for an Invitation to Bid (ITB), Request for Qualification (RFQ), or Request for Proposal (RFP), a Vendor/Contractor or representative as defined in the Ordinance, may not seek information or clarification or in any way contact any official or employee of the County concerning this solicitation with the exception of the Hernando County Chief Procurement Officer, County Attorney, or an individual specifically designated in this document for dissemination of information. A copy of any written communication concerning this solicitation shall be filed with the Procurement Department and shall be made available to the public upon request. A violation of the cone of silence renders any award voidable at the sole discretion of the Chief Procurement Officer with approval from the Board of County Commissioners and may subject the potential Vendor/Contractor or representative to debarment. Nothing in the Ordinance prevents a Vendor/Contractor or representative from taking part in a public meeting concerning the solicitation.

- A. All Vendors/Consultants or representatives are hereby placed on formal notice. A lobbying “Cone of Silence” period shall commence upon issuance of the solicitation until the Board selects the successful Proposer. For procurements that do not require Board approval, the “Cone of Silence” period commences upon solicitation issuance and concludes upon Contract award.
- B. Neither the members of the Board of County Commissioners nor candidates for County Commission, nor any employees from the Hernando County Government, Hernando County staff members, nor any members of the Professional Services Review Committee are to be lobbied, either individually or collectively, concerning this project. Vendors/Consultant or representative who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on formal notice that they are not to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County. Any such lobbying activities may cause immediate disqualification for this project.

#### 4.15. E-VERIFY

- A. Consultant/Firm is advised that the County has entered into an agreement with U.S. Immigration and Customs Enforcement (ICE) wherein the County will, in part, seek to promote the principles of ethical business conduct, prevent the knowing hiring of unauthorized workers through self-governance, and encourage voluntary reporting of the discovery of unauthorized



workers to ICE (the IMAGE Agreement). Accordingly, by submitting your Bid/Proposal, Consultant/Firm represents and warrants (a) that the Consultant/Firm is in compliance with all applicable federal, state and local laws, including, but not limited to, the laws related to the requirement of an employer to verify an employee's eligibility to work in the United States, (b) that all of the Consultant/Firm employees are legally eligible to work in the United States, and (c) that the Consultant/Firm has actively and affirmatively verified such eligibility utilizing the Federal Government's Employment Verification Eligibility Form (I-9 Form).

- B. A mere allegation of Consultant/Firm's intent to use and/or current use of unauthorized workers may not be a basis to delay the County's award of a Contract to the Consultant/Firm unless such an allegation has been determined to be factual by ICE pursuant to an investigation conducted by ICE prior to the date the Contract is scheduled to be awarded by the County.
- C. Legitimate claims of the Consultant/Firm's use of unauthorized workers must be reported to both of the following agencies:
  - 1. The County's Procurement Department at (352) 754-4020: and
  - 2. ICE (Immigration and Customs Enforcement) at 1-866-DHS-2-ICE
- D. In the event it is discovered that the Consultant/Firm's employees are not legally eligible to work in the United States, then the County may, in its sole discretion, demand that the Consultant/Firm cure this deficiency within a specified time frame, and/or immediately terminate the Contract without any cost or penalty to the County, and/or debar the Consultant/Firm from bidding on all County Contracts for a period up to twenty-four (24) months, and/or take any and all legal action deemed necessary and appropriate.
- E. Consultant/Firm is required to incorporate the following Best Practices into its business and, when practicable, incorporate verification requirements into its agreements with Sub-Contractors:
  - 1. Use the Department of Homeland Security employment eligibility verification program (E-Verify) to verify the employment eligibility of all new hires.
  - 2. Use the Social Security Number Verification Service and make good faith effort to correct and verify the names and Social Security numbers of the current workforce.
  - 3. Establish a written hiring and employment eligibility verification policy.
  - 4. Establish an internal compliance and training program related to the hiring and employment verification process, to include, but not limited to, completion of Form I-9, how to detect fraudulent use of documents in the verification process, and how to use E-Verify and the Social Security Number Verification Service.



5. Require the Form I-9 and E-Verify process to be conducted only by individuals who received appropriate training and include secondary review as of each employee's verification to minimize the potential for a single individual to subvert the process.
6. Arrange for annual Form I-9 audits by an external auditing firm or a trained employee not otherwise involved in the Form I-9 process.
7. Establish a procedure to report to ICE credible information of suspected criminal misconduct in the employment eligibility verification process
8. Establish a program to assess Sub-Contractors' compliance with employment eligibility verification requirements. Encourage Consultant/Firms to incorporate the Best Practices contained in this Article and, when practicable, incorporate the verification requirements in Sub-Contractor agreements.
9. Establish a protocol for responding to letters received from Federal and State government agencies indicating that there is a discrepancy between the agency's information and the information provided by the employer or employee; for example, "no match" letters received from the Social Security Administration.
10. Establish a tip line mechanism (inbox, e-mail, etc.) for employees to report activity relating to the employment of unauthorized workers, and a protocol for responding to employee tips.
11. Establish and maintain appropriate policies, practices, and safeguards against use of the verification process for unlawful discrimination, and to ensure that U.S. Citizens and authorized workers do not face discrimination with respect to hiring, firing, recruitment or referral for a fee because of citizenship status or national origin.
12. Maintain copies of any documents accepted as proof of identify and/or employment authorization for all new hires.

#### 4.16. LOCAL PREFERENCE:

- A. Purpose and Findings: These provisions apply to purchases using Formal Bid, Request for Proposals or Quotes. The County annually spends significant dollars on purchasing personal property, materials, and services, and in constructing improvements to real property or existing structures. The dollars used in making those purchases are derived, in large part, from taxes, fees and utility revenues paid by businesses located within Hernando County, and the County Commission has determined that funds generated in the community should, to the extent possible, be placed back into the local economy. Therefore, the County Commission has determined that it is in the best interest of the County to give a preference to local businesses in making such purchases whenever the application of such a preference is reasonable in light of the dollar-value of Bids and quotes received in relation to such expenditures.
- B. Application:

1. In bidding for, or letting Contracts for procurement of supplies, materials, equipment, and services, as described in the purchasing policies of the County, the Board of County Commissioners may give a preference to local businesses in making purchases or awarding Contracts in an amount not to exceed:
  - a. Five (5%) percent of the local business' total Bid price if the cost differential does not exceed \$10,000.00 for procurement activities in amounts over \$35,000.00, or
  - b. Three (3%) percent if the cost differential does not exceed \$1,000.00 for procurement activities in amounts more than \$10,000.00, but less than \$35,000.
2. The total Bid price shall include not only the base Bid price, but also all alterations to the base Bid price resulting from alternates which were both part of the Bid and actually purchased or awarded by the Board of County Commissioners.
3. In the case of requests for Proposals or qualification, letters of interest, or other solicitations and competitive negotiations and selections in which objective factors are used to evaluate the responses, local businesses shall be assigned five (5%) percent of the total evaluation points.

C. Definitions:

1. Local Vendor means a person or business entity which has maintained a permanent place of business with full-time employees within Hernando County for a minimum of twelve (12) months prior to the date Bids or Quotes were received for the purchase or Contract at issue, and which generally provides from such permanent place of business the kinds of goods or services solicited, and which at the time of the solicitation fully complies with the local vendor eligibility.
2. Local Vendor Affidavit of Eligibility shall accompany the Quotation or Bid submittal in order to be considered valid and shall include, but not be limited to, the following current information:
  - a. A physical business and location address.
  - b. Proof of payment of real property tax due to Hernando County.
  - c. A copy of the firm's most recent annual corporation report to the Florida Division of Corporations.
  - d. Any additional information necessary to verify local status.

D. Competitive Bids/Quotes:

1. The County reserves the exclusive right to compare, contrast and otherwise evaluate the qualifications, character, responsibility and financial qualifications of all persons, firms, partnerships, companies or corporations submitting formal Bids or formal quotes in any

procurement for goods and services when making an award in the best interests of the County.

E. Exemptions:

1. Purchases resulting from exigent emergency conditions where any delay in completion or performance would jeopardize public health, safety, or welfare of the citizens of the County, or where in the judgment of the County the operational effectiveness or a significant County function would be seriously threatened if a purchase was not made expeditiously.
2. Purchases with any sole source supplier for supplies, materials, or other equipment.
3. Purchases made through cooperative purchasing arrangements utilized by the Purchasing Department as identified in the Purchasing Policy.
4. Purchases that are funded in whole or in part by assistance from any federal, state, or local agency where the program guidelines do not permit local preference.
5. Purchases with an estimated cost of less than \$10,000.00 or less.

F. Appeal:

1. If an application for a “Local Contractor/Vendor” designation is denied, the applicant may appeal such decision to the County Administrator for review and further consideration.

#### 4.17. CONTRACT AWARD

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Purchasing Department to determine the successful Proposer(s). This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County’s Purchasing Policy.

#### 4.18. CONTRACT TERM/RENEWAL:

The Contract resulting from this Request for Proposal shall commence effective upon execution by both parties and extend for a period of **three years (36 months)**. The Contract may be renewed for **one (1) additional three year (36 month)** period, upon mutual agreement of both parties. If any such renewal results in changes in the terms and conditions, such changes shall be reduced to writing as an amendment to this Contract and such amendment shall be executed by both parties. Renewal of the Contract shall be subject to appropriation of funds by the Board of County Commissioners, satisfactory performance.

#### 4.19. SIGNING OF THE AGREEMENT:

When the County gives a Notice of Intent to Award to the Successful Proposer, it will be accompanied by an unsigned Agreement. Within ten (10) calendar days thereafter the Successful Proposer shall execute and deliver to the County the Agreement, along with a certificate of insurance that shows policies, limits and other conditions in compliance with that outlined in the Request for Proposal. Upon award and execution of the Agreement

#### **4.20. RESPONSIVENESS OF THE PROPOSAL AND DISQUALIFICATION:**

- A. A responsive Proposal is one that complies with and conforms to the requirements of this Request for Proposal. A Proposal requiring changes to any portion of this Request for Proposal may be considered non-responsive. A Proposal that fails to comply with the criteria outlined in this Request for Proposal may be deemed non-responsive.
- B. A Proposal may be rejected if found to be conditional, irregular, incomplete or not in conformance with the requirements and instructions contained herein, such as, but not limited to: (1) failure to strictly comply with and satisfactorily address the prerequisite criteria, (2) failure to provide the required forms or other documentation, (3) incomplete, indefinite or ambiguous language, (4) failure to submit the information needed to evaluate the Proposals based on the Evaluation Criteria, (5) incomplete, indefinite or ambiguous language, and (6) improper and/or undated signatures.
- C. Other conditions, which shall cause rejection of the Proposal, include, but are not limited to: (1) an individual firm, partnership, corporation or combination thereof, under the same or different names submitting (as the Proposer) more than one Proposal, (2) evidence of collusion among Proposers, (3) obvious lack of experience or expertise to perform the Services, (4) failure to perform or meet financial obligations for previous Contracts, (5) falsification of any form required by the County, (6) evidence that a Proposer has a financial interest in another firm who is submitting a Proposal, (7) not having a valid and appropriate local, state or federal certifications and/or licenses necessary to perform the Services, or (8) an investigation by the Chief Procurement Officer finds the Proposer delinquent on a previously awarded Contract or in litigation with a Hernando County involving a previously awarded Contract.
- D. County may conduct such investigations as County deems necessary to assist in the evaluation of any Proposal and to establish the responsibility, qualifications and financial ability of the Proposer and their proposed sub-Contractors. County reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of Proposals from all Proposers. Failure to provide requested information may result in rejection of the Proposal.

#### **4.21. LIST OF PROPOSERS**

A list of Proposers will be posted on the County's eProcurement Portal within two (2) business days after the Public Opening date. The list of Proposers can also be obtained by contacting the Contact Person. The County will not provide a list of Proposers by telephone.

#### **4.22. EXAMINATION OF PROPOSAL DOCUMENTS:**

- A. It is the responsibility of each Proposer before submitting a Proposal, to (1) examine the Solicitation Documents thoroughly, (2) consider Federal, State and Local Laws and Regulations that may affect cost, progress, performance or furnishing of the Work, (3) study and carefully correlate Proposer's observations with the Solicitation Documents, and (4) notify the Contact

Person of all conflicts, errors or discrepancies in the Solicitation Documents prior to submitting a formal Proposal.

- B. Before submitting a Proposal, it shall be the Proposer's responsibility to submit to the County a request for any additional information and data which pertains to the Project covered under this Request for Proposal which the Proposer deems necessary to develop their Proposal for performing the Services in accordance with the terms and conditions noted herein.
- C. The submission of a Proposal in response to this Request for Proposal shall be considered as a representation that the Proposer; (1) has carefully investigated all conditions that affect, or may at some future date, affect the performance of the Services covered by this Request for Proposal, (2) is fully informed concerning conditions to be encountered, the character, quality and quantity of the Services to be performed and the work product to be furnished, and (3) is familiar with what is required to perform the Services covered by this Request for Proposal. The contents of the Proposer's Proposal shall become a Contractual obligation if the Proposer is awarded the Contract. Failure to accept these obligations in a Contractual agreement shall result in cancellation of the Award.

#### 4.23. ADDENDA

Any Addenda issued in relation to this Request for Proposal will be posted on the County's eProcurement Portal. It is the Proposer's responsibility to be aware of any addenda that might have bearing on their Proposal before their Proposal is due. The Proposer will acknowledge receipt of any and all such addenda on the Proposal Pricing Form. In the event a Proposer fails to acknowledge receipt of such addenda, their Proposal will be construed as though they have received such addenda, and the submission of a Proposal will constitute acknowledgement of the receipt of same. All addenda will become a part of the Proposal Documents and Proposer will be bound by such, whether or not received by Proposer.

#### 4.24. MODIFICATION/WITHDRAWAL OF PROPOSAL:

- A. Proposers have the right to modify or withdraw their Proposal without cause or without liability whatsoever at any time prior to the stipulated submittal date and time. Such requests must be made to County in writing.
- B. Modified or withdrawn Proposals may be resubmitted in accordance with the instructions in this Request for Proposal prior to the stipulated submittal date and time. If applicable, any changes in pricing shall be so worded as not to reveal the pricing that was noted in the original Proposal.
- C. No Proposal shall be modified or withdrawn by the Proposer after the Proposal Due Date.

#### 4.25. LESS THAN TWO (2) PROPOSALS RECEIVED:

If less than two (2) Proposals are received, the County may negotiate the best terms and conditions with that Proposer or reject the Proposal and re-solicit the Services.

#### **4.26. REVIEW OF PROPOSER'S FACILITIES AND QUALIFICATIONS:**

After the Request for Proposal due date and prior to award of an Agreement, the County reserves the right to perform or have performed an on-site review of Successful Proposer's facilities and qualifications, as well as documentation provided in their Proposal. This review will serve to verify data and representations submitted by the Proposer and may be used to determine whether the Proposer is qualified and experienced and has the resources to perform the Services outlined in the Request for Proposal. The review may also serve to verify whether the Proposer has adequate financial capability to meet the County's requirements. Should the County determine that the Proposals, or subsequent documentation submitted by the Proposer, has material misrepresentations or that the size or nature of any of Successful Proposer's resources are not adequate to ensure satisfactory performance, or ascertains other bases for concern as to the Successful Proposer's ability to perform the Services, the County has the right to reject their Proposal and not make an award.

#### **4.27. FINANCIAL STRENGTH:**

Prior to award of a Contract, the County reserves the right to request financial information from the Successful Proposer to assist the County in further review of that Proposer's capabilities. Financial information provided shall be for the current and previous two years, to include, but not be limited to a financial statement prepared by a Certified Public Accountant (i.e., balance sheet and income and cash flow statements) or a Supplier Qualifier Report prepared by Dun & Bradstreet.

#### **4.28. CLARIFICATIONS**

Before Contract award, the County reserves the right to seek clarification from the Proposer with whom County is contemplating award to properly evaluate their Proposal. Failure to provide requested information may result in not making such award to the Proposer.

#### **4.29. PUBLIC RECORDS ACT:**

- A. **Proposers should make themselves familiar with Chapter 119 (Current Edition) of the Florida Statutes concerning availability of public records. Thirty (30) days after the Proposal Opening date OR Notice of an intended decision, whichever is earlier, Proposals shall be made available for public viewing. Proposals and associated Proposal Documents may be viewed during normal business hours (which is Monday through Friday; 8:00 AM to 5:00 PM) at 15470 Flight Path Drive, Brooksville, Florida. Copies of the Proposals and associated Documents are available for a charge of fifteen cents (\$0.15) per page, plus cost of copying.**
- B. Florida law generously defines what constitutes a public record and, under Chapter 119 (Current Edition) of the Florida Statutes, all Proposals are to be made available by County for viewing by the general public. If a Proposer believes that their Proposal contains information that should not be a public record, the Proposer shall clearly segregate and mark that information as "Confidential" and describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption.
- C. Any documents given to the Successful Proposer as part of performing the Services covered under this Request for Proposal shall not be sold or distributed to third parties without the written

consent of County. The Successful Proposer will be required to retain a copy of these documents for a minimum of five (5) years from completion of the Agreement. All documents, papers, letters, e-mails or other material made or received by the Successful Proposer in conjunction with the Services, unless exempt from Section 24(a) of Article I of the Florida Constitution (Current Edition) and Section 119.071 of the Florida Statutes (Current Edition), shall be made available for public access. Should the Successful Proposer refuse to allow such access, County has the unilateral right to cancel the Award.

- D. Proposers should consult an attorney as to their duties under the records and information laws (Section 257.36 of the Florida Statutes) (Current Edition) and public records laws (Chapter 119 of the Florida Statutes) (Current Edition) of the State of Florida. Significant judicial sanctions can be imposed for violation of these Statutes.

#### 4.30. JOINT VENTURES:

- A. Two (2) or more firms may submit a Proposal under a joint venture arrangement. Joint ventures shall be considered as a single entity in the evaluation of a Proposal. That is, the traits of individual firms shall be blended in arriving at an overall Proposal evaluation score and oral interview score for the joint venture.
- B. A firm who submits a Proposal under a joint venture arrangement may satisfy the technical certification requirements outlined in this Request for Proposal as the prime Proposer through one or more of the firms comprising the Joint Venture. The Joint Venture shall at a minimum comply with the following additional requirements:
  - 1. The Joint Venture shall, in its own name, be registered with the State of Florida Division of Corporations prior to submittal of a Proposal.
  - 2. Each individual Firm comprising the Joint Venture shall, in its own name, be qualified in their respective areas of expertise prior to submittal of a Proposal.
  - 3. Full compliance with the requirements set forth above is required, as well as properly documented compliance with any other certification and additional requirements set forth in the Request for Proposal.

#### 4.31. PAYMENT

Payment to Proposer/Contractor by Electronic Payment Solution: ACH (Direct Deposit): If the Vendor/Contractor is enrolled in the County's ACH electronic payment solution, all payments will be made using the direct deposit which may or may not include a pre-note transaction. The Vendor/Contractor's bank account information will remain confidential to the extent provided by law and necessary to make direct deposit payments. Once the County has approved payment, an electronic remittance advice will be sent to the Vendor/Contractor via e-mail.

#### **4.32. SCRUTINIZED COMPANIES PURSUANT TO FLORIDA STATUTE 287.135 AND 215.473**

Proposer/Contractor must certify that the company is not participating in a boycott of Israel. Proposer/Contractor must also certify that Vendor/Contractor is not on the Scrutinized Companies that Boycott Israel List, not on the Scrutinized Companies with Activities in Sudan List, and not on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List or has been engaged in business operations in Cuba or Syria. Subject to limited exceptions provided in State law, the County will not contract for the provision of goods or services with any scrutinized company referred to above. Vendor/Contractor must submit the certification form included as an attachment to this solicitation. Submitting a false certification shall be deemed a material breach of contract. The County shall provide notice, in writing, to the Vendor/Contractor of the County's determination concerning the false certification. The Vendor/Contractor shall have five (5) days from receipt of notice to refute the false certification allegation. If such false certification is discovered during the active contract term, the Vendor/Contractor shall have ninety (90) days following receipt of the notice to respond in writing and demonstrate that the determination of false certification was made in error. If the Vendor/Contractor does not demonstrate that the County's determination of false certification was made in error, then the County shall have the right to terminate the contract and seek civil remedies pursuant to Section 287.135, Florida Statutes (Current Edition), as amended from time to time.



## 5. SCOPE OF WORK

Proposals must set forth the services and programs to be provided as required in this RFP. Services to be provided must comply with all applicable federal, state and local laws, as well as any applicable court orders. When differences exist, the highest standards shall apply as determined by the County. Proposers are requested to review and abide by Attachment A - Appendix - Noncriminal Justice Agency Supplemental Guidance.

Proposers must provide all pertinent information relating to the Proposer's organization, qualifications of personnel, and capabilities to perform the Misdemeanor Probation Services required by this RFP. If any services will be subcontracted, the Proposer must submit a separate response for each subcontractor specifying the firm's name and address, contact person, complete description of work to be subcontracted and descriptive information concerning subcontractor's organization and abilities.

Proposer must also provide the following services:

### 5.1. Supervision Services

The Proposer must describe its approach to ensuring a probationer complies with the conditions of the probation order. At a minimum, address the frequency of contact, type and location of contact, interpretive service, method of electronic monitoring if appropriate, etc.

- A. Attend all regularly scheduled misdemeanor plea and arraignment hearings, and attend all other criminal hearings as requested by a Judge or Judge's designee of the Court. Dates of regularly scheduled court sessions will be made available at least fifteen (15) days in advance of the hearing.
- B. Conduct an initial review with probationers at the time of their sentencing or as soon as is practicable for purposes of explaining the scope of the Court order relative to fines, fees and/or restitution imposed as well as requirements and conditions for probation supervision.
- C. Collect Court ordered fines, restitution and other costs associated with all orders, judgments, and sentences of the Court from misdemeanor probationers and transmit to the Clerk of Circuit Court.
- D. Prepare referrals and lend assistance to probationers either ordered to receive or desiring employment assistance or counseling.
- E. Coordinate community service work as required as a condition of probation by the Court. The Court will define the work mission for all community service. Proposer will coordinate only that community service work that is reasonably consistent with those duties performed by regular County or Court employees.
- F. Assist the Court and law enforcement authorities in tracking absconders through the submission of an absconder investigation report which details the probationer's personal history and employment information, the circumstances of their violations and their last known whereabouts.

- G. Meet with each probationer placed under their supervision at least every 30 days. Probationers that do not comply with the probation guidelines and the Court order may be required to meet with their supervisor more than once a month.
- H. Return to Court any probationer that does not comply with the terms set forth in the Court order. At which time the Proposer's probation officer will testify as to the circumstances of the case, giving the probationer full opportunity to refute any or all points. The probation officer will then comply with the Court's ruling in reference to sentencing or possible revocation of probation.

## 5.2. Rehabilitation and Counseling Services

The Proposer must provide a list of rehabilitative, work incentive, and job placement services (e.g. anger management, shoplifting prevention, money management, substance abuse, driver improvement, domestic violence, parenting, etc.) with specific descriptions of treatments and outcomes, that will be offered to the probationer at no or minimal cost. If a cost is involved the Proposer must identify the total cost of the service to the probationer.

- A. Provide drug and alcohol counseling and urine surveillance services to probationers identified by the Court as having drug or alcohol related difficulties. If counseling or surveillance is ordered by the Court, misdemeanor probationers will assume the cost of random drug/urine testing. Misdemeanor probationers ordered to participate in regular evaluations for alcohol, drug, or domestic violence will receive intensive supervision.
- B. Provide electronic monitoring services of probationers at the direction of the Court. The probationer shall be charged the cost for electronic monitoring.
- C. Proposer must provide at least two (2) computer terminals at each facility/location for use by the Probationers to comply with any Court ordered web based programs.
- D. Proposer shall recommend to the Court early probation release if a probationer has fulfilled all Court ordered requirements and paid all fines. Any remaining supervision fees will not be assessed against the probationer if the Court grants early release.
- E. Provide services to effectuate and support the Court's pretrial intervention, diversion, and first offenders programs.

## 5.3. Staffing Levels

The Proposer must provide a written explanation of how staff is to be organized that provides the services in this RFP. At a minimum, the narrative must include:

- A. Total number of staff and anticipated ratio of probation officer(s) to each County Judge;
- B. Anticipated maximum staff caseload must not exceed a ratio of probationers to staff of no greater than 275:1;
- C. Anticipated staff background and qualifications including any required certification or licensure; at least one person who is responsible for the direct supervision of probation officers employed

by Proposer and who shall have at least five (5) years experience in corrections, parole, or probation services; ensure that any person Proposer employs as a private probation officer: (1) is at least 21 years of age at the time of appointment to the position of private probation officer; (2) has completed a standard two (2) year college program; with preference given to applicants with a four (4) year college degree; (3) has received an initial 40 (forty) hours of orientation upon employment and has received a minimum of 20 (twenty) hours of continuing education per annum as approved by the American Correctional Association, provided the 40 (forty) hour initial orientation shall not be required of any person who has successfully completed a probation or parole officer basic course of training certified by the Peace Officer Standards and Training Council or any private probation officer who has been employed by a private probation corporation, enterprise, or agency for at least two (2) years;

- D. Staff salaries and benefits;
- E. Staff in-service and out-service training program and who pays for the training; and,
- F. Proposer must describe its planned hiring process and any proposed role Proposer plans for the County Judges to participate in the hiring process.

#### 5.4. Financial Conflict Disclosure

Proposer must not own or control any finance business or lending institution which makes loans to probationers under its supervision for the payment of probation fees or fines. Neither the Proposer nor any employees or representatives shall engage in any employment, business, or activity that interferes or conflicts with the duties and responsibilities of a contract resulting from this RFP. Further, none of the Proposer's employees or representatives shall own, operate or have any financial interest in, be an instructor at, or be employed by any private entity which provides drug or alcohol education services. Neither the Proposer nor any of its employees or representatives, shall specify, directly or indirectly, a particular alcohol or drug use risk reduction program which a probationer may or shall attend. This paragraph shall not prohibit furnishing any probationer, upon request, with the names of certified alcohol or drug use risk reduction programs.

#### 5.5. Criminal Record Check

Proposer must conduct criminal record checks on its employees in accordance with the essential standards established by the American Correctional Association (pursuant to Section 948.15(3)(b), Florida Statutes.) The Proposer must describe procedures for accessing criminal history of probationers.

#### 5.6. Technology

The Proposer must describe the type of technology planned for use in Proposer's office, in the field and in court to support delivery of the proposed services. This description must address not only what the technology is, but how Proposer plans to use the technology. The Proposer should list any specific hardware and software currently in use and for any planned use.

Proposer must provide the Court and its designee along with the Clerk of Circuit Court with full access to any computerized offender tracking software system.

### 5.7. [Collection Services](#)

The Proposer must describe any proposed support to the Hernando County Clerk of Court in the collection of fines, fees, court costs and restitution from offenders on misdemeanor probation. A detailed description of accounting, bookkeeping and remittance procedures to support the proposed collection support shall be provided. The Proposer must provide evidence of the success rate of its proposed collection support system, if used elsewhere.

### 5.8. [Indigent Services](#)

The Proposer must describe the approach for providing proposed services to offenders that have been declared indigent by the Court which ensure placement irrespective of indigent offenders' ability to pay for such services. This description shall include how many probationers of this type Proposer anticipates being assigned as well as how Proposer expects to be compensated for provision of such services.

### 5.9. [Revocation Process](#)

The Proposer must describe its proposed procedures and criteria for recommending revocation of an offender's probation.

### 5.10. [Transition Plan](#)

The Proposer must describe in detail the transition plan to take over from the current provider the provision of Misdemeanor Probation Services should Proposer be awarded the contract that will result from this RFP. This description must include a detailed zero day based schedule including all action items and associated individual time lines.

### 5.11. [Records and Reports](#)

- A. Proposer must maintain case files on each probationer regarding compliance with the terms and conditions of probation, reporting dates, contacts as they occur and on the amounts and dates of monies collected.
- B. Proposer must keep all reports, files, records and papers confidential and available only to the Court, affected County officials, or others designated by the Court.
- C. Proposer must provide the chief judge's office with a monthly and quarterly report summarizing the number of misdemeanor probationers supervised; the amount of fines, fees, statutory surcharges, and restitution collected; and, the number of misdemeanor probationers for whom supervision or rehabilitation has been terminated and the reason for the termination, in such detail as the chief judge's office requires.
- D. Proposer must maintain collected fines and fees in a banking institution that is FDIC insured. Proposer will disburse to the Clerk of the Circuit Court, on a weekly basis, or in the manner directed by the Clerk, fines and fees collected.

- E. Proposer must provide at least quarterly to the Chief Judge a report describing the payments received, services delivered, outcomes, offenders serviced, etc. pursuant to Section 948.15 Florida Statutes.

### 5.12. Additional Requirements

The contract resulting from this RFP may be terminated by the County without penalty or cause upon 90 (ninety) days written notice of such termination or 15 (fifteen) days written notice with cause.

The Proposer may terminate the contract without penalty or cause upon giving the County 150 (one hundred fifty) days written notice of such intent to terminate the contract.

The Proposer must provide all probation records upon termination of the contract.

All Staff Members of Proposer must meet the essential standards established by the American Correctional Association as of January 1, 1991.

Proposer must provide office space in close proximity to the Hernando County Courthouse and all equipment required to support its delivery of all Misdemeanor Probation Services proposed in any response to this RFP.

Proposer must comply with all aspects of Section 948.15, Florida Statutes, and the Americans with Disabilities Act of 1990.

Proposer must make all records available for inspection pursuant to Section 948.15, Florida Statutes.

Proposer must register its services with the County pursuant to Section 948.15, Florida Statutes.

Proposer must not bill the County for any services rendered pursuant to the contract that will result from this RFP.

Proposer must provide all services required in this RFP in a manner that does not discriminate on the basis of race, color, religion, sex, age, physical handicap or national origin. The Proposer further agrees to do the same in its selection of subcontractors or vendors to provide such services.

### 5.13. Compensation

Proposer must collect the court established minimum monthly payments on restitution first (if ordered), then apply money to the court's fine until the monthly payment established by the court is paid in full, and then apply payment to the monthly probation fees. Remaining funds collected from probationers will constitute Proposer's Compensation.

If probationer does not have the predetermined monthly payment, Proposer agrees to apply at least 70% of the monies collected at the monthly visit to the Court fine or costs. Proposer may have the probationer report more than once per month if needed in order to meet obligation of the monthly payment, community service hours, or other Court ordered programs. If the probationer is ordered to take a class such as anger management, domestic violence, etc., monies collected during that visit will be applied to those classes first to bring the probationer current with the class number the probationer is currently on. Probation fees or class monies must not be collected in advance.

Proposer must not charge a fee for any of its probationer services greater than those fees negotiated in a contract resulting from this RFP.

Proposer must not charge the Court or the County for any of the services to be provided pursuant to any contract resulting from this RFP.

Proposer must retain no percentage of fine monies and court fees collected. All fine monies and court fees collected must be remitted to the Clerk of the Court.

## 6. EVALUATION CRITERIA

Following are elements that will be used to evaluate each responsive firm's qualifications:

### 6.1. Technical Proposal Phase

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	<p><b>Approach to Provide Services</b></p> <ul style="list-style-type: none"> <li>• Provide a detailed description of how the services as described in the Scope of Work will be provided including any associated support functions especially in the State of Florida.</li> <li>• Specific approach or methodology should be identified and clearly defined and will include, at a minimum, quality, availability, and adaptability.</li> <li>• Indicate systems and processes for managing scheduling of tasks.</li> <li>• Proposer may include proposed service innovations.</li> <li>• Proposer may include unique approaches or methodologies Proposer has implemented with past or current clients and include examples.</li> <li>• Consideration may include quality, availability, adaptability, approach, viability, systems, processes, and task management.</li> <li>• Additional consideration may be given for unique and viable service innovations or methodologies.</li> </ul>	Points Based	<p>30  <i>(30% of Total)</i></p>

<p>2.</p>	<p><b>Experience and Qualifications of Proposer</b></p> <ul style="list-style-type: none"> <li>● Provide a detailed listing of all similar service contracts for services as described in this RFP awarded to Proposer during the last five (5) years that include the name of the entity (City, County, etc., Contact person's name, phone, and email address); amount of contract; work description; administration responsibilities; and, completion period.</li> <li>● Describe the Proposer's organization, areas of specialization, and expertise.</li> <li>● Describe the types and use of technology in the office, in the field, and in the courtroom; how technology will be used to support the delivery of the proposed Scope of Work, and list any current or planned hardware or software.</li> <li>● Provide a preliminary transition plan to transition from the current provider to the Proposer. Flow charts, schedules and timelines can be used.</li> <li>● Consideration may include experience and qualifications of Proposer, benefits of utilizing technology to support the Scope of Work, and viability of transition plan.</li> </ul>	<p>Points Based</p>	<p>20  <i>(20% of Total)</i></p>
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3.	<b>Experience and Expertise of Staff</b> <ul style="list-style-type: none"><li>● Describe experience and expertise of individuals that will be providing services as described in the Scope of Work. Include copies of resumes, certifications, licenses and information concerning the specific program knowledge that will aid in the performance of the Scope of Work.</li><li>● Provide an organizational chart that lists all support staff expected to be assigned to provide the required services and which delineates the lines of authority and communication.</li><li>● Describe each staff member's role to be performed in connection with providing services as described in this RFP.</li><li>● Consideration will include education, relevant experience, and expertise of individuals providing services consistent to anticipated staff member's roles.</li><li>● Additional consideration may be given for a bilingual (Spanish-English) probation officer or support staff member.</li></ul>	Points Based	15 <i>(15% of Total)</i>
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4.	<p><b>Organizational Structure and Standing</b></p> <ul style="list-style-type: none"> <li>● Describe Proposer's organizational structure, size, current financial status, and length of service in the industry in providing services as described in this RFP.</li> <li>● Provide a list of lawsuits settled or lost in the past three (3) years by the Proposer, the issues involved, and the settlement reached or judgment rendered.</li> <li>● State if Proposer is presently negotiating a sale, acquisition or merger which would alter the organizational structure.</li> <li>● Consideration will include how well the organizational structure and standing support the Proposer's ability to provide services as required in the Scope of Work.</li> </ul>	Points Based	10 <i>(10% of Total)</i>
5.	<p><b>Cost Proposal</b></p> <ul style="list-style-type: none"> <li>● Provide a concise listing of all services to be provided and a fee for such services, if any, as well as an anticipated funding source.             <ul style="list-style-type: none"> <li>○ If a cost is involved, identify the total cost to the probationer.</li> <li>○ If the assigned offender has been declared indigent by the Court, provide the proposed funding source.</li> </ul> </li> <li>● Specify services and outcomes offered to probationers at minimal or no cost.</li> <li>● Consideration may include reasonableness, cost-effectiveness and value.</li> </ul>	Points Based	25 <i>(25% of Total)</i>

**6.2. Oral Presentation Phase (if needed)**

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<b>Oral Presentation</b> <ul style="list-style-type: none"><li>• Prepare and provide an Oral Presentation or interview, if requested.</li><li>• The evaluation includes, at a minimum, the knowledge demonstrated by the Proposer's representatives who attend the oral presentation or interview and creativity of the conceptual ideas and approach to providing the Scope of Work.</li><li>• Consideration will be given for presentation style which includes interactions among Proposer's representatives and communications with the technical evaluation Professional Services Review Committee.</li></ul>	Points Based	20 <i>(20% of Total)</i>
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2.	<p><b>Approach to Provide Services</b></p> <ul style="list-style-type: none"> <li>● Provide a detailed description of how the services as described in the Scope of Work will be provided including any associated support functions especially in the State of Florida.</li> <li>● Specific approach or methodology should be identified and clearly defined and will include, at a minimum, quality, availability, and adaptability.</li> <li>● Indicate systems and processes for managing scheduling of tasks.</li> <li>● Proposer may include proposed service innovations.</li> <li>● Proposer may include unique approaches or methodologies Proposer has implemented with past or current clients and include examples.</li> <li>● Consideration may include quality, availability, adaptability, approach, viability, systems, processes, and task management.</li> <li>● Additional consideration may be given for unique and viable service innovations or methodologies.</li> </ul>	Points Based	25 <i>(25% of Total)</i>
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<p>3.</p>	<p><b>Experience and Qualifications of Proposer</b></p> <ul style="list-style-type: none"> <li>● Provide a detailed listing of all similar service contracts for services as described in this RFP awarded to Proposer during the last five (5) years that include the name of the entity (City, County, etc., Contact person’s name, phone, and email address); amount of contract; work description; administration responsibilities; and, completion period.</li> <li>● Describe the Proposer's organization, areas of specialization, and expertise.</li> <li>● Describe the types and use of technology in the office, in the field, and in the courtroom; how technology will be used to support the delivery of the proposed Scope of Work, and list any current or planned hardware or software.</li> <li>● Provide a preliminary transition plan to transition from the current provider to the Proposer. Flow charts, schedules and timelines can be used.</li> <li>● Consideration may include experience and qualifications of Proposer, benefits of utilizing technology to support the Scope of Work, and viability of transition plan.</li> </ul>	<p>Points Based</p>	<p>15  <i>(15% of Total)</i></p>
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<p>4.</p>	<p><b>Experience and Expertise of Staff</b></p> <ul style="list-style-type: none"> <li>● Describe experience and expertise of individuals that will be providing services as described in the Scope of Work. Include copies of resumes, certifications, licenses and information concerning the specific program knowledge that will aid in the performance of the Scope of Work.</li> <li>● Provide an organizational chart that lists all support staff expected to be assigned to provide the required services and which delineates the lines of authority and communication.</li> <li>● Describe each staff member's role to be performed in connection with providing services as described in this RFP.</li> <li>● Consideration will include education, relevant experience, and expertise of individuals providing services consistent to anticipated staff member's roles.</li> <li>● Additional consideration may be given for a bilingual (Spanish-English) probation officer or support staff member.</li> </ul>	<p>Points Based</p>	<p>10  <i>(10% of Total)</i></p>
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<p>5.</p>	<p><b>Organizational Structure and Standing</b></p> <ul style="list-style-type: none"> <li>● Describe Proposer's organizational structure, size, current financial status, and length of service in the industry in providing services as described in this RFP.</li> <li>● Provide a list of lawsuits settled or lost in the past three (3) years by the Proposer, the issues involved, and the settlement reached or judgment rendered.</li> <li>● State if Proposer is presently negotiating a sale, acquisition or merger which would alter the organizational structure.</li> <li>● Consideration will include how well the organizational structure and standing support the Proposer's ability to provide services as required in the Scope of Work.</li> </ul>	<p>Points Based</p>	<p>5 <i>(5% of Total)</i></p>
<p>6.</p>	<p><b>Cost Proposal</b></p> <ul style="list-style-type: none"> <li>● Provide a concise listing of all services to be provided and a fee for such services, if any, as well as an anticipated funding source.           <ul style="list-style-type: none"> <li>○ If a cost is involved, identify the total cost to the probationer.</li> <li>○ If the assigned offender has been declared indigent by the Court, provide the proposed funding source.</li> </ul> </li> <li>● Specify services and outcomes offered to probationers at minimal or no cost.</li> <li>● Consideration may include reasonableness, cost-effectiveness and value.</li> </ul>	<p>Points Based</p>	<p>25 <i>(25% of Total)</i></p>

## **7. OFFER**

THE UNDERSIGNED, BEING DULY AUTHORIZED TO SUBMIT THIS PROPOSAL ON BEHALF OF THE PROPOSER, AGREES THAT IF THIS OFFER IS ACCEPTED WITHIN ONE HUNDRED EIGHTY (180) DAYS FROM THE OPENING DATE, TO FURNISH TO HERNANDO COUNTY ANY AND ALL ITEMS FOR WHICH PRICES ARE OFFERED IN THIS SOLICITATION AT THE PRICE(S) SO OFFERED, DELIVERED AT DESIGNATED POINT(S), WITHIN THE TIME PERIOD SPECIFIED, AND AT THE TERMS AND CONDITIONS SO STIPULATED IN THE SOLICITATION.



## **8. AWARD**

The County intends to make a single award to the most responsive and responsible Proposer that is the most advantageous to the County. However, the County reserves the sole right to reject any and all Proposals in accordance with the Hernando County Procurement Ordinance.

The Chief Judge of the Fifth Judicial Circuit Court in Brooksville, Florida must approve the recommended contract, pursuant to FL Stat. 948.15(3). Following the Chief Judge's approval, County Procurement will present the recommended contract for award to the Hernando County BOCC.

Award will be made at the earliest possible Hernando County BOCC Board meeting subsequent to the evaluation process. It is incumbent on Proposers to contact the Procurement Department to determine the successful Proposer(s).

This Request for Proposals is issued in accordance with and shall be governed by the provisions of the County's Procurement Policy.

The Contract resulting from this Request for Proposals shall commence effective upon execution by both parties and extend through project completion.

## 9. PRICING PROPOSAL

### INSTRUCTIONS:

- Provide a concise listing of all services to be provided and a fee for such services, if any, as well as an anticipated funding source.
- The Unit Costs provided by Proposer in the table below shall be the total cost to the probationer for each service.
- Rates for services shall be in accordance with FL Stat. 948.
- Proposers must submit Additional Documentation in a clear and concise manner for the following:
  - services not provided in the Services and Fee Schedule table below;
  - to describe funding sources if the assigned probationer has been declared indigent by the Court; and
  - to specify services and outcomes offered to probationers at minimal or no cost.

### SERVICES AND FEE SCHEDULE

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
<b>SUPERVISION</b>									
1.a.	Basic Probation Supervision	1	Per Month						
1.b.	Basic Probation Supervision - Set-Up Fee	1	One Time						
2.a.	Pay-Only Supervision - First Month Only	1	First Month						
2.b.	Pay-Only Supervision - Each Month After the First Month	1	Per Month						

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
2.c.	Pay-Only Supervision - Set-Up Fee	1	One Time						
3.a.	Intensive Probation Supervision	1	Per Month						
3.b.	Intensive Probation Supervision - Set-Up Fee	1	One Time						
4.a.	County Ordinance Supervision	1	Per Month						
4.b.	County Ordinance Supervision - Set-Up Fee	1	One Time						
5.a.	Indigent Supervision (as ordered by the Court)	1	Per Month						
5.b.	Indigent Supervision - Set-Up Fee	1	One Time						
6.a.	Pre-Trial Supervision LEVEL ONE - Defendants are required to report to a pre-determined location once weekly, submitting to a urinalysis and breath test. Screens are included in the fee.	1	Per Month						

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
6.b.	Pre-Trial Supervision LEVEL ONE-Set-Up Fee	1	One Time						
7.a.	Pre-Trial Supervision LEVEL TWO - Defendants are monitored electronically using an ankle monitor which enforces house arrest and curfew on a set schedule approved by the Court. The in-house monitoring unit also screens the defendant for alcohol use and reports results immediately to the monitoring station. Defendants also must report weekly to a pre-determined location and submit to random urinalysis screenings (included in fee).	1	Per Day						
7.b.	Pre-Trial Supervision LEVEL TWO - Set-Up Fee	1	One Time						

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
8.a.	Pre-Trial Supervision LEVEL THREE - Defendants are monitored 24/7 by global positioning satellite (GPS) with transdermal alcohol testing. May require a face to face visit with each defendant at Proposer's office location twice monthly and can administer drug screens.	1	Per Day						
8.b.	Pre-Trial Supervision LEVEL THREE - Set-Up Fee	1	One Time						
9	Transfer of Supervision	1	One Time						
<b>REHABILITATION AND COUNSELING</b>									
1	Community Service Work Coordination	1	Each Probationer						
2	Community Service Liability Insurance (regardless of hours ordered)	1	Each						
3	Domestic Violence or Similar Workshop	1	Session						

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
4	Anger Control or Similar Workshop	1	Session						
5	Youthful Offender or Similar Workshop	1	Session						
6	Courageous Parenting or Similar Workshop	1	Session						
7	Shoplifting Alternatives or Similar Course	1	Session						
8	Now What? (Cognitive Restructuring) or Similar Course	1	Session						
9	Jobskills and Placement Assistance, Including Resume and Interview Skills or Similar Workshop	1	Each Probationer						
<b>ELECTRONIC MONITORING</b>									
1	Anklet Monitoring with Curfew Enforcement and Voice Verification	1	Per Day						

Line Item	Description	Quantity	Unit of Measure	Unit Cost - Amount of Fees Paid by Probationer	Total Fees Paid by Probationer	No Bid	Amount of Total Fees Paid to the Court	Amount of Total Fees Retained by Proposer (considered profit)	Anticipated Funding Source
2	Anklet Monitoring with Curfew Enforcement, Voice Verification & Remote Breath Alcohol Testing	1	Per Day						
3	Active GPS Monitoring with Exclusionary Zone and Transdermal Alcohol Testing	1	Per Day						
<b>MONITORING - OTHER</b>									
1	Five (5) Panel Drug Screen	1	Each						
2	Vehicle Immobilization	1	Per Day						
3	Pre-Sentence Investigation	1	Each Probationer						
<b>RESTITUTION COLLECTION</b>									
1	Direct Disbursement to Victim	1	Each Pronationer						
<b>TOTAL</b>									

## 10. VENDOR QUESTIONNAIRE

### 10.1. ACH electronic payment \*

An ACH electronic payment method is offered as an alternative to a payment by physical check.

Please check Option 1 if you accept the ACH electronic payment method.

(Recommended and Preferred)

- Yes, ACH electronic payment method is acceptable.  
 No, ACH electronic payment method is not acceptable.

\*Response required

### 10.2. LOCAL VENDOR AFFIDAVIT OF ELIGIBILITY

#### 10.2.1. *Local Vendor Affidavit - 12 Month Minimum\**

Vendor/Individual has been in business in Hernando County for a minimum of twelve (12) months prior to date of bid or quote?

- Yes  
 No

\*Response required

When equals "Yes"

#### 10.2.2. *Proof of Real Property Tax\**

Please upload your proof of Real Property Tax.

\*Response required

When equals "Yes"

#### 10.2.3. *Copy of Florida Division of Corporations Annual Report\**

Please upload a copy of Proposer's most recent Florida Division of Corporations Annual Report.

\*Response required

### 10.3. ACKNOWLEDGEMENTS, CERTIFICATIONS AND SURVEY

#### 10.3.1. *E-VERIFY CERTIFICATION\**

Vendor/Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of:

All persons employed by the Vendor/Contractor during the term of the Contract to perform employment duties within Florida; and

All persons, including subcontractors, assigned by the Vendor/Contractor to perform work pursuant to the Contract with the department.

- Please confirm



\*Response required

### **10.3.2. PROPOSER'S ACKNOWLEDGEMENT AND CERTIFICATION\***

I have carefully examined the Request for Proposals (RFP), Instructions to Proposers, General and/or Special Conditions, Specifications, RFP Proposal, Sample Contract and any other documents accompanying or made a part of this invitation.

I hereby propose to furnish the goods or services specified in the Request for Proposals at the prices or rates quoted in my Proposal. I agree that my RFP will remain firm for a period of up to one hundred and eighty (180) days in order to allow the County adequate time to evaluate the Proposals. Furthermore, I agree to abide by all conditions of the Proposal.

I certify that all information contained in this RFP is truthful to the best of my knowledge and belief. I further certify that I am a duly authorized to submit this RFP on behalf of the Consultant/Firm as its act and deed and that the Consultant/Firm is ready, willing and able to perform if awarded the Contract.

I further certify that this RFP is made without prior understanding, agreement, connection, discussion, or collusion with any person, firm or corporation submitting a RFP for the same product or service; no officer, employee or agent of the Hernando County BCC or of any other Proposer interested in said RFP; and that the undersigned executed this Proposer's Certification with full knowledge and understanding of the matters therein contained and was duly authorized to do so.

I further certify that having read and examined the specifications and documents for the designated services and understanding the general conditions for Contract under which services will be performed, does hereby propose to furnish all labor, equipment, and material to provide the services set forth in the RFP.

I hereby declare that the following listing states any clarifications, any and all variations from and exceptions to the requirements of the specifications and documents. The undersigned further declares that the "work" will be performed in strict accordance with such requirements and understands that any exceptions to the requirements of the specifications and documents may render the Proposer's Proposal non-responsive. NO EXCEPTIONS ALLOWED AFTER THE RFP IS SUBMITTED.

We certify and declare that the foregoing is true and correct.

**Please acknowledge below by accepting the appropriate statements check one:**

- I take NO exceptions
- I take Exceptions, explained in the subsequent answer

\*Response required

### **10.3.3. Exceptions**

If you selected "Exceptions" in the preceding question, please enter any exceptions to this RFP or the Sample Contract.

### **10.3.4. Drug Free Workplace Certification**

I have read and attest, in accordance with Florida Statute 287.087 (current version), that the Vendor/Contractor has implemented a drug-free workplace program that:

Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.

Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.

Gives each employee engaged in providing commodities or contractual services that are under proposal a copy of the statement specified above.

Notifies the employees that as a condition of working on the commodities or contractual services that are under proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, pleas of guilty or nolo contendere to, any violation of Chapter 893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the workplace, no later than five (5) days after such conviction, and requires employees to sign copies of such written statement to acknowledge their receipt.

Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.

Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the Drug Free Workplace Program.

"As a person authorized to sign this statement, I certify that the above named business, firm or corporation complies fully with the requirements set forth herein".

Please Confirm that you have read and attest to Download Drug Free Workplace Certificate

Please confirm

#### **10.3.5. VENDOR/CONTRACTOR SURVEY \***

Please provide information on where you received the knowledge of the bid/request for proposals (mark all that apply):

*Select all that apply*

- OpenGov Procurement
- Newspaper
- Purchasing and Contract Department Advertisement Board
- Other

\*Response required

#### **10.3.6. VENDOR/CONTRACTOR SURVEY (OTHER)**

If you answered "Referred" or "Other" in the Survey, please specify:

#### **10.3.7. Confirm 180 days proposal validity**

Any Proposals shall constitute an irrevocable offer (including pricing), for a period of one hundred eighty (180) days, to provide to the County the services set forth in this Request for Proposals, or until one (1) or more of the Proposals have been awarded.

Please confirm

**10.3.8. *\*\*VENDOR/CONTRACTOR CERTIFICATION REGARDING SCRUTINIZED COMPANIES\****

Section 287.135 (Current Edition), Florida Statutes, prohibits agencies from contracting with companies for goods or services of \$1,000,000.00 or more, that are on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector Lists which are created pursuant to s. 215.473 F.S. (Current Edition), or the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 F.S. (Current Edition), or companies that are engaged in a boycott of Israel or companies engaged in business operations in Cuba or Syria.

As the person authorized to submit bids on behalf of the Proposer, I hereby certify that the company identified above in the section entitled "Contact Information" is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List. I further certify that the company is not engaged in a boycott of Israel. I understand that pursuant to section 287.135 (Current Edition), Florida Statutes, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs and does not have business operations in Cuba or Syria.

Please confirm

\*Response required

**10.3.9. *Affidavit of Non Collusion and of Non-Interest of Hernando County Employees\****  
Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Certification that Vendor/Contractor affirms that the bid/proposal presented to the Owner is made freely, and without any secret agreement to commit a fraudulent, deceitful, unlawful or wrongful act of collusion.

I have read and attest that I am the Vendor/Contractor in the above bid/proposal, that the only person or persons interested in said proposal are named therein; that no officer, employee or agent of the Hernando County Board of County Commissioners (BOCC) or of any other Vendor/Contractor is interested in said bid/proposal; and that affiant makes the above bid/proposal with no past or present collusion with any other person, firm or corporation.

Please confirm that you have read and attest to Affidavit of Non Collusion and of Non-Interest of Hernando County Employees

Please confirm

\*Response required

## 10.4. PROPOSAL INFORMATION

### 10.4.1. VENDOR/CONTRACTOR INFORMATION\*

Please Provide the following Information:

1. Proposer/Vendor/Contractor Name
2. Vendor/Contractor FEIN
3. Vendor/Contractor's Authorized Representative Name and Title
4. Address
5. Phone Number
6. Email Address

\*Response required

### 10.4.2. Proposal Principals \*

Please name all persons or entities interested in the Proposal as principals.

Provide name, title, mailing address, email address and phone number.

\*Response required

### 10.4.3. Sub-Contractors/Sub-consultants:

The Hernando County BOCC reserves the right to approve all Sub-contractors and/or sub-consultants for this Contract. If Sub-contractors are to be utilized, their names and references must be included within this initial Proposal.

Proposers shall list all proposed Sub-Contractors to be used, regardless of racial or gender grouping. Include names, addresses, phone numbers, type of work Sub-Contracted (discipline, trade or commodity) and proposed percentage of work for each firm.

### 10.4.4. Technical Proposal\*

Please upload your Technical Proposal.

Technical Proposal sections should be consistent with the example provided in this Solicitation, Section 4., RFP Instructions, Item 4.5, Proposal Format, Proposal Tabs 1 through 6.

Failure to submit the requested information in this format will result in a reduction in the evaluation points assigned to your Proposal.

\*Response required

## 10.5. SWORN STATEMENT

### 10.5.1. Sworn Statement SECTION 287.133 (3) (a)\*

I have read and attest that I understand that a "public entity crime" as defined in section 287.133(1)(g), Florida Statutes (current version), means a violation of any state or federal law by a person with respect

to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid, proposal, reply, or contract for goods or services, any lease for real property, or any contract for the construction or repair of a public building or public work, involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

I have read and attest that I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes (current version), means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any Federal or State trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

I have read and attest that I understand that an "affiliate" as defined in Paragraph 287.133 (1)(a), Florida Statutes (current version), means:

- A. A predecessor or successor of a person convicted of a public entity crime; or
- B. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one (1) person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one (1) person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding thirty-six (36) months shall be considered an affiliate.

I have read and attest that I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes (current version), means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which proposals or applies to proposal on contracts for the provisions of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

I have read and attest that based on information and belief, the statement which I have confirmed below is true in relation to the entity submitting this sworn statement:

\_\_\_\_\_ [attach a copy of the final order].

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH ONE (1) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31, OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT.

- Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list [attach a copy of the final order].

\*Response required

**10.5.2. *If you choose option 3, please attach a copy of the final order***

The entity submitting this sworn statement, or one (1) or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted Vendor/Contractor list

**Please attach a copy of the final order**

**10.6. AUTHORIZED SIGNATURES AND ORGANIZATION INFORMATION**

**10.6.1. *Authorized Signatures/Negotiators* \***

Please provide the information to support the statement below:

The Vendor/Contractor represents that the following persons are authorized to sign and/or negotiate contracts and related documents to which the Vendor/Contractor will be duly bound:

Name(s)

Title(s)

Phone no (s)

\*Response required

**10.6.2. *Type of Organization* \***

Select your organization's type below

- Sole Proprietorship
- Joint Venture
- Corporation
- Partnership

\*Response required

### **10.6.3. Company ID\***

Please Provide Your:

Company name

Address

Phone

Email

State of Incorporation and

Federal I.D. NO.

Please state if you collect Florida sales Tax.

\*Response required

### **10.6.4. W-9\***

Please attach your W-9

\*Response required

### **10.6.5. Upload Florida Division of Corporations Registration\***

Provide proof of registration with the State of Florida Division of Corporations to conduct business in the State of Florida.

Failure to submit this evidence or qualification to do business in the State of Florida may be basis for rejection of the bid.

\*Response required

## APPENDIX - NONCRIMINAL JUSTICE AGENCY SUPPLEMENTAL GUIDANCE

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This appendix is not intended to be used in lieu of the CJIS Security Policy (CSP) but rather should be used as supplemental guidance specifically for those Noncriminal Justice Agencies (NCJA) with access to Criminal Justice Information (CJI) as authorized by legislative enactment or federal executive order to request civil fingerprint-based background checks for licensing, employment, or other noncriminal justice purposes, via their State Identification Bureau (SIB) and/or Channeling agency. Examples of the target audience for the Appendix J supplemental guidance include school boards, banks, medical boards, gaming commissions, alcohol and tobacco control boards, social services agencies, pharmacy boards, etc.

The CSP is the minimum standard policy used by both criminal and noncriminal justice agencies requiring access to CJI maintained by the FBI CJIS Division. The essential premise of the CSP is to provide appropriate controls to protect the full lifecycle of CJI, whether at rest or in transit. The CSP provides guidance for the creation, viewing, modification, transmission, dissemination, storage, and destruction of CJI. This Policy applies to every individual—contractor, private entity, noncriminal justice agency representative, or member of a criminal justice entity—with access to, or who operate in support of, criminal justice services and information.

For those NCJAs new to the CSP and Advisory Policy Board (APB) auditing process (all NCJAs will be periodically audited by the CJIS Systems Agency (CSA)/SIB and may be included in a sampling of triennial audits conducted by the FBI) it is strongly recommended that each system processing CJI should be individually reviewed to determine which CSP requirements may apply. In the interim however this supplemental guidance provides a minimum starting point that every NCJA processing CJI can immediately put into place. Once the broader array of security controls are gleaned for a specific system, agencies can then leverage the (already implemented) controls described in this appendix as a launching pad towards full policy compliance.

The following information is organized to provide the section and section title within the CSP, along with a brief summary and background on the guidance itself. For the specific “shall” statement please go to the referenced section within the main body of the CSP.

### **General C,JI Guidance**

The following information provides NCJAs guidance to maintain security compliance when setting up any system capable of sending and/or receiving CJI:

a. **3.2.9 – Local Agency Security Officer (LASO)**

It is the responsibility of the CJIS Systems Officer (CSO) to ensure each agency having access to CJI has someone designated as the Local Agency Security Officer (LASO) per CSP Section 3.2.2(2e).

The LASO serves as the primary point of contact (POC) between the local NCJA and their respective CSA CSO or Information Security Officer (ISO) who interfaces with the FBI CJIS Division. The LASO actively represents their agency in all matters pertaining to information security, disseminates information security alerts and other material to their constituents, maintains information security documentation (including system configuration data), assists with Information Security audits of hardware and



procedures, and keeps the CSA (i.e., CSO or ISO) informed as to any information security needs and problems.

b. 5.1.1.6 – Agency User Agreements

When an NCJA (private or public) is permitted to request civil fingerprint-based background checks, with the full consent of the individual to whom a background check is taking place, for noncriminal justice functions as authorized pursuant to federal law or state statute approved by the U.S. Attorney General, the information received from the background check, such as criminal history record information (CHRI) or personally identifiable information (PII), must be protected as CJI. In order to receive access to CJI the NCJA must enter into a signed written agreement, i.e., an agency user agreement, with the appropriate signatory authority of the CSA, SIB, or authorized agency providing the CJI access. An example of a NCJA (private) is a local bank. An example of a NCJA (public) is a county school board.

*Note 1: The CSA, SIB, or authorized agency providing the CJI access term should be part of the agency user agreement.*

*Note 2: Any NCJA that directly accesses FBI CJIS must allow the FBI to periodically test the ability to penetrate the FBI's network through the external network connection or system.*

c. 5.1.3 – Secondary Dissemination

Secondary dissemination is the promulgation of CJI from a releasing agency to an authorized recipient agency that has not been previously identified in a formal information exchange agreement.

If CHRI is released to another authorized agency, that is not part of the releasing agency's primary information exchange agreement(s), the releasing agency must log such dissemination.

d. 5.2.1.1 – All Personnel (Security Awareness Training)

Basic security awareness training is required for all personnel who have access to CJI within six months of initial assignment, and biennially thereafter. CSP Section 5.2.1.1 describes the topics that must be addressed within baseline security awareness training for all authorized personnel with access to CJI.

*Note: The CSO/SIB may accept the documentation of the completion of security awareness training from another agency. Accepting such documentation from another agency means that the accepting agency assumes the risk that the training may not meet a particular requirement or process required by federal, state, or local laws.*

e. 5.3 – Incident Response

CSP Section 5.3 assists agencies with response and reporting procedures for accidental and malicious computer and network attacks. The requirements within Section 5.3 will help NCJAs with:

- (i) Establishing an operational incident handling capability for agency information systems that includes adequate preparation, detection, analysis, containment, recovery, and user response activities; and,
- (ii) Tracking, documenting, and reporting incidents to appropriate agency officials and/or authorities.

CSP Section 5.3.1 describes the requirements for reporting security events and describes the responsibilities of the FBI CJIS Division and the CSA ISO.

CSP Section 5.3.2 describes the requirements for managing security incidents, to include: incident handling and the collection of evidence.

CSP Section 5.3.3 describes the requirement for an agency to ensure general incident response roles responsibilities are included as part of required security awareness training.

CSP Section 5.3.4 describes the requirement for an agency to track and document information system security incidents on an ongoing basis.

*Note 1: CSA ISOs serve as the POC on security-related issues for their respective agencies and must ensure LASOs institute the CSA incident response reporting procedures at the local level. The CSA ISO shall maintain completed security incident reporting forms until the subsequent FBI triennial audit or until legal action (if warranted) is complete; whichever time-frame is greater.*

*Note 2: CSP Appendix F contains a sample incident notification letter for use when communicating the details of an incident to the FBI CJIS ISO.*

f. 5.4 – Auditing and Accountability

CSP Section 5.4 assists agencies in assessing the inventory of components that compose their information systems to determine which security controls are applicable to the various components and implement required audit and accountability controls.

CSP Section 5.4.1 describes the required parameters for agencies to generate audit records and content for defined events and periodically review and update the list of agency-defined auditable events.

CSP Section 5.4.2 describes the requirement for agencies to provide alerts to appropriate agency officials in the event of an audit processing failure, such as software/hardware errors, failures in the audit capturing mechanisms, and audit storage capacity being reached or exceeded.

CSP Section 5.4.3 describes the requirements for audit review/analysis frequency and to designate an individual or position to review/analyze information system audit records for indications of inappropriate or unusual activity, investigate suspicious activity or suspected violations, to report findings to appropriate officials, and to take necessary actions.

CSP Section 5.4.4 describes the requirement to establish information system time stamp parameters for use in audit record generation.

CSP Section 5.4.5 describes the requirement to protect audit information and audit tools from modification, deletion and unauthorized access.

CSP Section 5.4.6 describes the requirement for an agency to retain audit records for at least one (1) year.

*Note: The agency will continue to retain audit records for longer than one (1) year until it is determined they are no longer needed for administrative, legal, audit, or other operational purposes - for example, retention and availability of audit records relative*

*to Freedom of Information Act (FOIA) requests, subpoena, and law enforcement actions.*

CSP Section 5.4.7 describes the requirements for logging National Crime Information Center (NCIC) and Interstate Identification Index (III) transactions. A log must be maintained for a minimum of one (1) year on all NCIC and III transactions. The III portion of the log will clearly identify both the operator and the authorized receiving agency. III logs must also clearly identify the requester and the secondary recipient. The identification on the log will take the form of a unique identifier that shall remain unique to the individual requester and to the secondary recipient throughout the minimum one (1) year retention period.

g. 5.8 – Media Protection

CJIS Security Policy Section 5.8 assists agencies to document and implement media protection policy and procedures required to ensure that access to electronic and physical media in all forms is restricted to authorized individuals for securely handling, transporting and storing media.

“Electronic media” is electronic storage media, such as memory devices in laptops and computers (hard drives) and any removable, transportable digital memory media, such as magnetic tape or disk, optical disk, flash drives, external hard drives, or digital memory card. “Physical media” refers to CJI in physical form, e.g. printed documents, printed imagery, etc.

CSP Section 5.8.1 describes the requirement for agencies to securely store electronic and physical media within physically secure locations or controlled areas and restrict access to electronic and physical media to authorized individuals. If physical and personnel restrictions are not feasible then the data must be encrypted per CSP Section 5.10.1.2.

CSP Section 5.8.2 describes the requirements for agencies to protect and control both electronic and physical media during transport outside of controlled areas and restrict the activities associated with transport of such media to authorized personnel. The agency is responsible for implementing controls to protect electronic media containing CJI while in transport (physically moved from one location to another) to help prevent compromise of the data. Encryption, as defined in CSP Section 5.10.1.2, is the optimal control; however, if encryption of the data isn’t possible then each agency must institute other controls to ensure the security of the data.

CSP Section 5.8.3 describes the requirements for agencies to maintain written documentation of the steps taken to sanitize or destroy electronic media. Agencies must sanitize (electronically overwrite the data at least three times) or degauss electronic media prior to disposal or release for reuse by unauthorized individuals. This sanitization or destruction needs to be witnessed or carried out only by authorized personnel. Inoperable electronic media must be destroyed (cut up, shredded, etc.).

CSP Section 5.8.4 describes the requirements for physical media to be securely disposed of when no longer required, using established formal procedures. Physical media must be destroyed by shredding or incineration. This disposal or destruction needs to be witnessed or carried out only by authorized personnel.

h. 5.9 Physical Protection

CSP Section 5.9 explains the physical protection policy and procedures that are required to ensure CJI and information system hardware, software, and media are physically protected through access control measures.

CSP Section 5.9.1 details the requirements for establishing a Physically Secure Location - a facility, a criminal justice conveyance, an area, a room, or a group of rooms within a facility with both the physical and personnel security controls sufficient to protect CJI and associated information systems. Sections 5.9.1.1 – 5.9.1.8 describe the physical control requirements that must be implemented in order to establish a physically secure location.

CSP Section 5.9.2 details the requirements for establishing a Controlled Area. The controlled area is an area, a room, or a storage container established for the purpose of day-to-day CJI access, storage, or processing in the event an agency is unable to meet all of the controls required for establishing a physically secure location. Access to the controlled area needs to be restricted to only authorized personnel whenever CJI is processed. The CJI material needs to be locked away when unattended to prevent unauthorized and unintentional access. Additionally, the encryption standards of CSP Section 5.10.1.2 apply to the electronic storage (i.e. data “at rest”) of CJI.

i. 5.11 – Formal Audits

CSP Section 5.11 explains the formal audit process to help agencies understand the audit procedures.

CSP Section 5.11.1 details the requirements for compliance and security audits by the FBI CJIS Division. The FBI CJIS Division is authorized to conduct audits, once every three (3) years as a minimum, to assess agency compliance with applicable statutes, regulations and policies.

The CJIS Audit Unit (CAU) will conduct triennial audits of each CSA in order to verify compliance with applicable statutes, regulations and policies. This audit includes a sample of Criminal Justice Agency (CJA) and NCJAs, in coordination with the SIB.

*Note 1: Audits may be conducted on a more frequent basis if the audit reveals that an agency has not complied with applicable statutes, regulations and policies.*

*Note 2: The FBI CJIS Division has the authority to conduct unannounced security inspections and scheduled audits of Contractor facilities.*

CSP Section 5.11.2 describes the requirements for the CSA to triennially audit all CJAs and NCJAs with direct access to the state system, establish a process to periodically audit all NCJAs with access to CJI, establish the authority to conduct unannounced security inspections and scheduled audits of Contractor facilities.

CSP Section 5.11.3 describes the requirement that all agencies with access to CJI must permit an inspection team to conduct an appropriate inquiry and audit of any alleged security violations. The inspection team, appointed by the APB, will include at least one representative of the CJIS Division. All results of the inquiry and audit will be reported to the APB with appropriate recommendations.

*Agencies located within states having passed legislation authorizing or requiring civil fingerprint-based background checks for personnel with access to criminal history record*

*information for the purposes of licensing or employment need to follow the guidance in Section 5.12 (referenced below).*

j. 5.12 – Personnel Security

CSP Section 5.12 provides agencies the security terms and requirements as they apply to all personnel who have unescorted access to unencrypted CJI, including individuals with only physical or logical access to devices that store, process or transmit unencrypted CJI.

CSP Section 5.12.1 details the minimum screening requirements for all individuals requiring unescorted access to unencrypted CJI.

CSP Section 5.12.2 describes the requirement for an agency to immediately terminate CJI access for an individual upon termination of employment.

CSP Section 5.12.3 describes the requirement for an agency to review CJI access authorizations and initiate appropriate actions (such as closing and establishing accounts and changing system access authorizations) whenever personnel are reassigned or transferred to other positions within the agency.

CSP Section 5.12.4 describes the requirement for an agency to employ a formal sanctions process for personnel failing to comply with established information security policies and procedures.

*Agencies located within states that have not passed legislation authorizing or requiring civil fingerprint-based background checks are exempted from this requirement until such time as appropriate legislation has been written into law.*

**The following scenarios are intended to help the reader identify areas within the CSP that NCJAs may often come across. Each scenario should be reviewed for applicability in conjunction with the above General CJI Guidance section. The specific requirements found with the CSP are not shown; however specific sections are referenced along with a requirements summary.**

**Hard Copy CJI Storage and Accessibility**

When an NCJA receives CJI via a paper copy from a CJA and stores the paper within a locked file cabinet, the NCJA should, in addition to the General CJI Guidance, focus on compliance with policy section:

a. 4.2.4 – Storage

When storing CJI, appropriate administrative, technical, and physical safeguards must be implemented to ensure the security and confidentiality of the information.

**Electronic CJI Storage and Accessibility – Controlled Area**

When an NCJA creates an electronic copy of CJI (e.g. scanning a document or creation of a spreadsheet) and subsequently stores this static CJI on either a local hard drive or shared network drive in a controlled area for indirect access by Authorized Recipients, the NCJA should, in addition to the General CJI Guidance, focus on compliance with policy section:

a. 5.5.2.4 (3) – Access Control – Encryption

CSP Section 5.5.2.4 item 3 – Encryption describes the requirement for utilizing encryption as the primary access control mechanism which is necessary in this situation. Encrypted information can only be read by personnel possessing the



appropriate cryptographic key (e.g., passphrase) to decrypt. Refer to Section 5.10.1.2 for specific encryption requirements.

### **Electronic CJI Storage and Accessibility – Physically Secure Location**

When an NCJA receives or creates an electronic copy of CJI and subsequently stores this CJI within a Records Management System (RMS), located within a physically secure location that may be queried by Authorized Recipients, the NCJA should, in addition to the General CJI Guidance, focus on compliance with policy sections:

a. **5.5 – Access Control**

CSP Section 5.5 describes the requirements and parameters for utilizing access control mechanisms for restricting CJI access (such as the reading, writing, processing and transmission of CJIS information) and the modification of information systems, applications, services and communication configurations allowing access to CJI to only authorized personnel.

b. **5.6 – Identification and Authentication**

CSP Section 5.6 describes the requirements and parameters agencies must implement to validate and authenticate the identity of information system users and processes acting on behalf of users the identities prior to granting access to CJI or agency information systems/services that process CJI.

c. **5.7 – Configuration Management**

CSP Section 5.7 describes the requirements for implementing access restrictions that will only permit authorized and qualified individuals access to information system components for purposes of initiating changes, including upgrades, and modifications.

CSP Section 5.7.1 describes the requirements for implementing the concept of least privilege (5.7.1.1) and for developing and maintaining network diagrams (5.7.1.2) that detail how the RMS is interconnected and protected within the network. See Appendix C for sample network diagrams.

CSP Section 5.7.2 details the requirement for agencies to protect the system documentation from unauthorized access consistent with the provisions described in Section 5.5 Access Control.

d. **5.10 – System and Communications Protection and Information Integrity**

CSP Section 5.10 details the requirements for network infrastructures within physically secure locations through establishment of system and communication boundary and transmission protection safeguards that assist in securing an agency’s environment, even when virtualized. In addition, this section describes the requirements for providing the capability to ensure system integrity through the detection and protection against unauthorized changes to software and information for applications, services, and information systems.

### **Use Case Scenarios**

#### **1. Indirect Access to Criminal Justice Information (CJI) Stored on a Network Server**

A county board of education is converting all employee records, including background check information containing CJI, to an electronic format. The records will be scanned from hard copy to electronic files and placed on network server that has indirect access to CJI and is located in a secure data center within the board of education offices. The data center meets all the requirements to be labeled a physically secure location as defined in Section 5.9.1 of the CSP.

Keeping in mind the scenario as described, an authorized user needs access to an employee's electronic record. This user is not located in the secure data center and will have to use remote access to access the file. The user is therefore required to provide identification and authentication credentials to prove they are an authorized user. To access the record, the user is prompted to enter their unique username and password. Because the record resides on a system with indirect access to CJI (does not allow the user to query a state or national criminal record repository), AA is not required to access the record.

*NOTE: If the Authorized User has direct access to CJI (the ability to query a state or national criminal record repository) in the above scenario, AA would be required.*

## 2. Encryption for Data at Rest (Exemption for FIPS 140-2 Certified Encryption)

A county board of education is converting all employee records, including background check information containing CJI, to an electronic format. The records will be scanned from hard copy to electronic files and placed on network server that is not located in a secure data center. Because the data center does not meet the requirements of a physically secure location, as defined in Section 5.9.1 of the CSP, the files, at rest (in storage) on the server, are required to be encrypted.

To prevent unauthorized access, the IT staff has decided to encrypt the entire folder that contains the files. They will use a product that provides an advanced encryption standard (AES) encryption algorithm at 256 bit strength to comply with the CSP and employ a CSP compliant passphrase to lock the folder's encryption. When an authorized user needs to access an employee's record, they access the folder on the server and are prompted to enter the designated passphrase to decrypt (unlock) the folder. The user can then access all files within the folder.

*NOTE: Whenever authorized personnel no longer require access to the encrypted folder, the passphrase must be changed to prevent future access by that user.*

**Agreement for Misdemeanor Probation Services**

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to Section 948.15, Florida Statutes, upon the signature of all parties, by and between the Board of County Commissioners of Hernando County, Florida (hereafter, "County") whose address is 20 N. Main Street, Brooksville, FL 34601 with the consented approval of Hernando County Chief Judge Daniel B. Merritt Jr. \_\_\_\_\_, Fifth Judicial Circuit (the "Court") and \_\_\_\_\_, a \_\_\_\_ Corporation, whose address is \_\_\_\_\_ (hereafter "\_\_\_\_"), address: \_\_\_\_\_ and the parties state:

**WITNESSETH**

WHEREAS certain misdemeanor defendants are sentenced to terms of probation by the Hernando County Court within the Fifth Judicial Circuit; and

WHEREAS Section 948.15 Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a court-approved private entity; and

WHEREAS, the County seeks a private entity to provide certain probation services for the efficient administration of justice within this County; and

WHEREAS the County Judge of the Court requests the County to execute this contract.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the County and \_\_\_\_ agree as follows:

**SECTION 1. CONTRACT DOCUMENTS**

This entire Contract consists of this agreement and any subsequent amendment(s) executed in writing by both parties, Exhibit "A" Scope of Services, with Attachments including FBI Security Addendum (Exhibit "B") issued on June 5, 2017.

**SECTION 2. TERM AND RENEWAL**

1. The initial term of the Contract shall begin on April 1, 2018 and shall initially remain in effect for a three-year period until March 31, 2021.
2. The contract may be extended for a like period of time (three years) at the discretion of the County. The Contract may be terminated by the County without penalty or cause upon ninety (90) days written notice of such termination, or fifteen (15) days' notice with cause.
3. \_\_\_\_ may terminate the Contract without penalty or cause upon giving the County one hundred fifty (150) days written notice of its intent to terminate.
4. Upon termination of the Contract, all probation records must be returned to the County upon the earliest date available.

**SECTION 3. SCOPE OF CONTRACT**



Services performed are as detailed in the Exhibit "A" which is incorporated in its entirety as if fully written herein.

#### **SECTION 4. STAFF**

In addition to the requirements as outlined in Exhibit "A", should the County or the Court object to the presence or performance of any employee of \_\_\_\_\_, \_\_\_\_\_ shall remove the employee from assignment to the delivery of services pursuant to this contract. \_\_\_\_\_ shall have the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work for \_\_\_\_\_.

#### **SECTION 5. DRUG-FREE WORKPLACE**

\_\_\_\_\_ shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the County as outlined in the Hernando County Drug-Free Workplace Program Policy.

#### **SECTION 6. WORKPLACE MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT**

1. \_\_\_\_\_ shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the work covered in this Contract. \_\_\_\_\_ shall supply any safety devices and equipment and special clothing required for use by its employees. In the event specialty equipment is purchased by the County or the Court for use in the delivery of services, said equipment shall become the sole property of the County or Court at the end of the Contract.
2. \_\_\_\_\_ must acquire and maintain office space for delivery of services pursuant to this contract adjacent to or in close proximity to the Court. Both the office space and the delivery of services pursuant to this Contract must comply with Florida law and the American Disabilities Act of 1970.
3. \_\_\_\_\_ must provide the Court and its designee along with the Clerk of Circuit Court with full access to any computerized offender tracking software system.

#### **SECTION 7. COMPENSATION**

1. \_\_\_\_\_ shall not refuse services to clients based on their inability to pay. If a probationer states that he is indigent and is not capable of paying, \_\_\_\_\_ will complete an affidavit of financial hardship. This affidavit will require the probationer to bring proof of all income and expenses for one month. This affidavit will be presented to the Court so they may declare the defendant indigent or not. In the interest of helping indigent probationers become self reliant and responsible members of the community, \_\_\_\_\_ will identify individual needs and make appropriate referrals to the community for services (e.g. GED classes, employment counseling, and job search services). If a Judge declares an individual indigent, \_\_\_\_\_ will use a sliding scale for probation fees. If a defendant is indigent, \_\_\_\_\_ reserves the right to return the defendant to COURT if the financial conditions of that individual change.
2. \_\_\_\_\_ shall not charge the Court or the County for any of the services provided pursuant to this contract.

3. \_\_\_\_\_ shall not retain any percentage of fine monies and court fees collected. All fine monies and court fees collected must be remitted to the Clerk of the Court.
4. PPS agrees to collect the court established minimum monthly payments on restitution first (if ordered), then to apply money to the court's fine until the monthly payment established by the court is paid in full, and then to apply payment to the monthly probation fee as set out in this contract. \_\_\_\_\_ may require the defendant to report more than once per month if needed in order to meet obligation of the monthly payment, community service hours, or other Court ordered programs. If the defendant is ordered to take a class such as anger management, domestic violence, etc., monies collected during that visit will be applied to those classes first to bring the defendant current with the class number the defendant is currently on. Probation fees or class monies shall not be collected in advance.
5. \_\_\_\_\_ shall not charge a fee for any of its probationer services greater than those fees stated in this contract.

#### **SECTION 8. DISPUTE RESOLUTIONS**

Any disputes that may arise between \_\_\_\_\_, the Court or the County, concerning the scope of work or cost of services to be delivered must be clarified or resolved using this contract.

#### **SECTION 9. INDEMNIFICATION**

1. \_\_\_\_\_ agrees to indemnify and hold harmless the County and the Court and all their elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by \_\_\_\_\_ of any of the agreements, representations, or warranties of \_\_\_\_\_ contained in this Contract. The indemnity obligation of \_\_\_\_\_ under this section shall survive the expiration or termination of this Contract, subject to any applicable statute of limitation.
1. By entering into this Contract, neither the County nor the Clerk waives any immunities or privileges they have under Florida law including, but not limited to, retained sovereign immunity in tort pursuant to Section 768.28, Florida Statutes.

#### **SECTION 10. LAWS RULES AND REGULATIONS**

1. \_\_\_\_\_ must give all notices required by law and must comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of services pursuant to this Contract and must, upon request of the County, secure documents evidencing compliance therewith.
2. This Contract is executed and entered into in the State of Florida, and must be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith must be

brought in Hernando County, Florida. In the even of an action or legal dispute, the parties shall each: (1) waive the right to a jury trial; and (2) pay their own attorney fees and court costs.

**SECTION 11. NOTICE**

Pursuant to this Contract, notice must be given in writing by U.S. Mail, Certified, Return Receipt Requested, addressed as follows:

AWARDED FIRM \_\_\_\_\_

The Honorable Daniel B. Merritt Jr.  
Chief Judge, Fifth Judicial Circuit, Hernando County, Florida  
20 N. Main Street  
Brooksville, FL 34601

Hernando County Board of County Commissioners  
20 N. Main Street  
Brooksville, FL 34601

**SECTION 12. AUDITING**

1. Under the terms and conditions of this Contract, the Board of County Commissioners or the County Judge(s), has the right to request an audit of \_\_\_\_ pertaining to this Contract.
2. Any request for an audit will be conducted by the Internal Auditor of the Clerk of the Circuit Court as an independent agent not associated with either the Board of County Commissioners or \_\_\_\_.
3. The Internal Auditor will have access to all records of \_\_\_\_ pertaining to Misdemeanor Probation Services to include, but not be limited to, all probationer files, records, cost accounting and other such documents as may be necessary to perform such an audit. Internal Auditor has the right to reproduce any of those documents necessary for completion of the auditing process.
4. Results of such audit(s) must be provided to the County and \_\_\_\_ and a joint meeting of both parties will be held to discuss the results.

**SECTION 13. FORCE MAJURE**

\_\_\_\_ shall not be liable for any delay in performance or non-performance due to causes beyond \_\_\_\_'s control including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond \_\_\_\_'s reasonable control.

**SECTION 14. SEVERABILITY**

If any provisions, or any portion thereof, contained in this Contract are held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**SECTION 15. EQUAL EMPLOYMENT OPPORTUNITY**

1. During the performance of this Contract, \_\_\_\_ agrees to comply with the requirements of any and all executive orders relating to Equal Employment Opportunity.
2. \_\_\_\_ must not discriminate against any employee or applicant for employment due to race, color, religion, sex or national origin.
3. \_\_\_\_ must take affirmative action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action includes, but is not limited to: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. Notices to be provided by the County setting forth the provisions of this non-discrimination clause must be posted by \_\_\_\_ in conspicuous places, available to employees and applicants for employment.
5. In all solicitations or advertisements for employees placed by or on behalf of the County, \_\_\_\_ must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION 16. WAIVER OR MODIFICATION**

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

**SECTION 17. CONTRACT GOVERNED BY FLORIDA LAW**

This Contract and performance hereunder and all suits and special proceedings hereunder must be construed in accordance with the laws of the State of Florida.

**SECTION 18. STATEMENT OF ASSURANCE**

1. \_\_\_\_ herein assures the County that \_\_\_\_ is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that \_\_\_\_ does not, on the grounds or race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against \_\_\_\_'s employees or applicants for employment.
2. \_\_\_\_ understands and agrees that this Contract is conditioned upon the veracity of this State of Assurance. Furthermore, \_\_\_\_ herein assures the County that \_\_\_\_ will comply with Title VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other

applicable Federal and State Laws, Executive Orders and Regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.

3. This statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

**SECTION 19. MISCELLANEOUS**

\_\_\_\_\_ must comply with all other applicable provisions of federal and state law in providing services under this Contract including the American Disabilities Act (ADA).

Remainder of page intentionally left blank.

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed by the following Officers of the respective parties, the day and year first above written, as set forth below:

**PROFESSIONAL PROBATION  
SERVICES, INC.**

**BOARD OF COUNTY COMMISSIONERS  
HERNANDO COUNTY FLORIDA**

\_\_\_\_\_  
Name:  
Title:

\_\_\_\_\_  
Beth Narverud  
Chair, Hernando County BOCC

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_





# ADDENDUM # ONE (1)

TO THE  
REQUEST FOR PROPOSALS  
FOR

**Misdemeanor Probation Services**

IN  
HERNANDO COUNTY, FLORIDA

**SOLICITATION NO. 24-RFP00756/CT**

Proposers are required to acknowledge receipt of this Addendum via OpenGov prior to the time of the Proposal Submission Deadline.

The following changes, additions and/or deletions are hereby made a part of the Contract Documents for the above-referenced Solicitation as fully and completely as if the same were fully set forth therein:

## A. CLARIFICATIONS

1. **Remove and Replace** Attachment B - Sample Contract - 24-RFP00756 with the revised Attachment B - Sample Contract - 24-RFP00756 – Rev. 5.17.2024 provided with this Addendum.
2. **Remove and Replace** portions of Section 4., RFP INSTRUCTIONS, Subsection 4.10., INDEMNITY, SAFETY AND INSURANCE PROVISIONS, with the revised portions shown below. All other terms remain unchanged.

### A. INDEMNITY, SAFETY AND INSURANCE PROVISIONS:

1. Indemnity: To the fullest extent permitted by Florida law, the Vendor/Contractor covenants, and agrees that it will indemnify and hold harmless the County and **the Court and** all of the County's **and Court's elected officials**, officers, agents, and employees from any claim, loss, damage, cost, charge, attorney's fees and costs, or any other expense arising out of any act, action, neglect, or omission by Vendor/Contractor during the performance of the contract, whether direct or indirect, and whether to any person or property to which the County or said parties may be subject, except that neither the Vendor/Contractor nor any of its subcontractors, or assignees, will be liable under this section for damages arising out of injury or damage to persons or property directly caused or resulting from the sole negligence of the County or any of its officers, agents, or employees.

\* \* \* \* \*

3. Additional Insured: Vendor/Contractor agrees to endorse Hernando County **and the Fifth Judicial Circuit of Hernando County, Florida** as an additional insured on the Comprehensive General Liability. The Additional Insured shall read "Hernando County Board of County Commissioners, **and Fifth Judicial Circuit of Hernando County, Florida.**" Proof of Endorsement is required.



PROCUREMENT DEPARTMENT

15470 FLIGHT PATH DRIVE ♦ BROOKSVILLE, FLORIDA 34604  
P 352.754.4020 ♦ F 352.754.4199 ♦ W [www.HernandoCounty.us](http://www.HernandoCounty.us)

**BOARD OF COUNTY COMMISSIONERS  
OF HERNANDO COUNTY, FLORIDA**

*Cathy Tefft*  
Cathy Tefft (May 17, 2024 13:08 EDT)

---

For: Carla Rossiter-Smith, MSM PMP, Chief Procurement Officer

## Agreement for Misdemeanor Probation Services

THIS AGREEMENT is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, pursuant to Section 948.15, Florida Statutes, upon the signature of all parties, by and between the Board of County Commissioners of Hernando County, Florida (hereafter, "County") whose address is 20 N. Main Street, 15470 Flight Path Drive, Brooksville, Florida, ~~L-~~ 346044, with the consented approval of Hernando County Chief Judge Daniel B. Merritt Jr. \_\_\_\_\_, Fifth Judicial Circuit (the "Court") and \_\_\_\_\_, a \_\_\_\_ Corporation, ~~-~~whose address is \_\_\_\_\_ (hereafter "      "); "Professional"). address: \_\_\_\_\_ and the parties state:

### WITNESSETH

WHEREAS certain misdemeanor defendants are sentenced to terms of probation by the Hernando County Court within the Fifth Judicial Circuit; and

WHEREAS Section 948.15 Florida Statutes, states that supervision, rehabilitation and probation services may be provided by a court-approved private entity; and

WHEREAS, the County seeks a private entity to provide certain probation services for the efficient administration of justice within this County; and

WHEREAS the County Chief Judge of the Court requests the County to execute this contract.

NOW THEREFORE, in consideration of the mutual covenants and provisions contained herein, and for other valuable consideration received by the parties, the County and       Professional agree as follows:

### SECTION 1. CONTRACT DOCUMENTS

This entire Contract consists of this agreement and any subsequent amendment(s) executed in writing by both parties, Exhibit "A" Scope of Services, Exhibit "B" Pricing and Compensation, Exhibit "C" Federal Bureau of Investigation's Appendix: Noncriminal Justice Agency Supplemental Guidance with Attachments including FBI Security Addendum (Exhibit "B") issued on June-August 16, 2018, and any subsequent revisions, and Exhibit "D" the associated Request for Proposals (RFP) documents, including any issued Addenda and Notices, and the Professional's proposal ~~5, 2017~~.

### SECTION 2. TERM AND RENEWAL

1. The initial term of the Contract shall begin on April 1, 2018 \_\_\_\_\_, 2024, and shall initially remain in effect for a three-year period until March \_\_\_\_\_ 31 \_\_\_\_\_, 20247.
2. The contract may be extended for a like period of time (three years) at the discretion of the County. The Contract may be terminated by the County without penalty or cause upon ninety (90) days written notice of such termination, or fifteen (15) days' notice with cause.
3.       Professional may terminate the Contract without penalty or cause upon giving the County one hundred fifty (150) days written notice of its intent to terminate.



4. Upon termination of the Contract, all probation records must be returned to the County upon the earliest date available.

### **SECTION 3. SCOPE OF CONTRACT**

Services performed are as detailed in the Exhibit "A" which is incorporated in its entirety as if fully written herein.

### **SECTION 4. STAFF**

In addition to the requirements as outlined in Exhibit "A", should the County or the Court object to the presence or performance of any employee of \_\_\_\_\_, Professional, Professional shall remove the employee from assignment to the delivery of services pursuant to this contract. Professional shall have the exclusive right to hire and terminate its employees and may transfer or reassign any of its employees to other work for Professional.

### **SECTION 5. DRUG-FREE WORKPLACE**

Professional shall have a current and enforced substance abuse policy that holds its employees to the same rules of conduct and tests as the employees of the County as outlined in the Hernando County Drug-Free Workplace Program Policy.

### **SECTION 6. WORKPLACE MATERIALS, SUPPLIES, TOOLS AND EQUIPMENT**

1. Professional shall furnish and supply all tools, materials, consumable supplies and equipment required in the performance of the work covered in this Contract. Professional shall supply any safety devices and equipment and special clothing required for use by its employees. In the event specialty equipment is purchased by the County or the Court for use in the delivery of services, said equipment shall become the sole property of the County or Court at the end of the Contract.
2. Professional must acquire and maintain office space for delivery of services pursuant to this contract adjacent to or in close proximity to the Court. Both the office space and the delivery of services pursuant to this Contract must comply with Florida law and the American Disabilities Act of 1970.
3. Professional must provide the Court and its designee along with the Clerk of Circuit Court with full access to any computerized offender tracking software system.

### **SECTION 7. COMPENSATION**

1. Professional shall not refuse services to clients based on their inability to pay. If a probationer states that he is indigent and is not capable of paying, Professional will complete an affidavit of financial hardship. This affidavit will require the probationer to bring proof of all income and expenses for one month. This affidavit will be presented to the Court so they may declare the defendant indigent or not. In the interest of helping indigent probationers become self reliant and responsible members of the community, Professional will identify individual needs and make appropriate referrals to the community for services (e.g. GED classes, employment counseling, and job search services). If a Judge declares an individual indigent, Professional will use a sliding

scale for probation fees. If a defendant is indigent, Professional \_\_\_\_\_ reserves the right to return the defendant to COURT if the financial conditions of that individual change.

2. Professional \_\_\_\_\_ shall not charge the Court or the County for any of the services provided pursuant to this contract.
3. Professional \_\_\_\_\_ shall not retain any percentage of fine monies and court fees collected. All fine monies and court fees collected must be remitted to the Clerk of the Court.
4. ~~4.~~ Professional \_\_\_\_\_ agrees to collect the court established minimum monthly payments on restitution first (if ordered), then to apply money to the court's fine until the monthly payment established by the court is paid in full, and then to apply payment to the monthly probation fee as set out in this contract.
5. Professional \_\_\_\_\_ may require the defendant to report more than once per month if needed in order to meet obligation of the monthly payment, community service hours, or other Court ordered programs. If the defendant is ordered to take a class such as anger management, domestic violence, etc., monies collected during that visit will be applied to those classes first to bring the defendant current with the class number the defendant is currently on. Probation fees or class monies shall not be collected in advance.
6. Professional \_\_\_\_\_ shall not charge a fee for any of its probationer services greater than those fees stated in this contract.
7. See Exhibit "B" Pricing and Compensation.

## **SECTION 8. DISPUTE RESOLUTIONS**

Any disputes that may arise between \_\_\_\_\_, Professional \_\_\_\_\_, the Court or the County, concerning the scope of work or cost of services to be delivered must be clarified or resolved using this contract.

## **SECTION 9. INDEMNIFICATION**

1. Professional \_\_\_\_\_ agrees to indemnify and hold harmless the County and the Court and all their elected officials, employees and appointees from any loss, claim, liability, penalty, fine, forfeiture, demand, causes of action, suit and costs and expenses incidental thereto (including cost of defense, settlement and reasonable attorney's fees) resulting from a breach by Professional \_\_\_\_\_ of any of the agreements, representations, or warranties of Professional \_\_\_\_\_ contained in this Contract. The indemnity obligation of Professional \_\_\_\_\_ under this section shall survive the expiration or termination of this Contract, subject to any applicable statute of limitation.
2. ~~4.2.~~ By entering into this Contract, neither the County nor the Clerk waives any immunities or privileges they have under Florida law including, but not limited to, retained sovereign immunity in tort pursuant to Section 768.28, Florida Statutes.

**SECTION 10. LAWS RULES AND REGULATIONS**

1. Professional \_\_\_\_\_ must give all notices required by law and must comply with all federal, state and local laws, ordinances, rules and regulations governing delivery of services pursuant to this Contract and must, upon request of the County, secure documents evidencing compliance therewith.
2. This Contract is executed and entered into in the State of Florida, and must be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith must be brought in Hernando County, Florida. In the even of an action or legal dispute, the parties shall each: (1) waive the right to a jury trial; and (2) pay their own attorney fees and court costs.

**SECTION 11. NOTICE**

Pursuant to this Contract, notice must be given in writing by U.S. Mail, Certified, Return Receipt Requested, addressed as follows:

AWARDED FIRM \_\_\_\_\_  
Attn: \_\_\_\_\_

The Honorable Daniel B. Merritt Jr.  
Chief Judge, Fifth Judicial Circuit, Hernando County, Florida  
20 N. Main Street  
Brooksville, FL 34601

Hernando County Board of County Commissioners  
~~20 N. Main Street~~ 15470 Flight Path Drive  
Brooksville, FL 346014

**SECTION 12. AUDITING**

1. Under the terms and conditions of this Contract, the Board of County Commissioners or the County Judge(s), has the right to request an audit of Professional \_\_\_\_\_ pertaining to this Contract.
2. Any request for an audit will be conducted by the Internal Auditor of the Clerk of the Circuit Court as an independent agent not associated with either the Board of County Commissioners or Professional \_\_\_\_\_.
3. The Internal Auditor will have access to all records of Professional \_\_\_\_\_ pertaining to Misdemeanor Probation Services to include, but not be limited to, all probationer files, records, cost accounting and other such documents as may be necessary to perform such an audit. Internal Auditor has the right to reproduce any of those documents necessary for completion of the auditing process.
4. Results of such audit(s) must be provided to the County and Professional \_\_\_\_\_ and a joint meeting of both parties will be held to discuss the results.

**SECTION 13. FORCE MAJURE**

Professional shall not be liable for any delay in performance or non-performance due to causes beyond Professional's control including, but not limited to, war, fire, floods, sabotage, civil unrest, strikes, embargoes or other transportation delays, acts of God, acts of third parties, acts of governmental authority or any agent or commission thereof, accident, breakdown of equipment, differences with employees or similar or dissimilar causes beyond Professional's reasonable control.

**SECTION 14. SEVERABILITY**

If any provisions, or any portion thereof, contained in this Contract are held unconstitutional, invalid or unenforceable, the remainder of this Contract, or portion thereof, shall be deemed severable, and shall not be affected and remain in full force and effect.

**SECTION 15. EQUAL EMPLOYMENT OPPORTUNITY**

- 1. During the performance of this Contract, Professional agrees to comply with the requirements of —  
— any and all executive orders relating to Equal Employment Opportunity.
- 2. Professional must not discriminate against any employee or applicant for employment due to race, color, religion, sex or national origin.
- 3. Professional must take affirmative action to ensure applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action includes, but is not limited to: employment; demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
- 4. Notices to be provided by the County setting forth the provisions of this non-discrimination clause must be posted by Professional in conspicuous places, available to employees and applicants for employment.
- 5. In all solicitations or advertisements for employees placed by or on behalf of the County, Professional must state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

**SECTION 16. WAIVER OR MODIFICATION**

No waiver or modification of this Contract or of any covenant, condition, or limitation herein contained shall be valid unless in writing and duly executed by the parties hereto.

**SECTION 17. CONTRACT GOVERNED BY FLORIDA LAW**

This Contract and performance hereunder and all suits and special proceedings hereunder must be construed in accordance with the laws of the State of Florida.

**SECTION 18. STATEMENT OF ASSURANCE**

1. Professional \_\_\_\_\_ herein assures the County that Professional \_\_\_\_\_ is in compliance with Title VII of the 1964 Civil Rights Act, as amended, and the Florida Human Rights Act of 1977 in that Professional \_\_\_\_\_ does not, on the grounds or race, color, national origin, religion, sex, age, handicap or marital status, discriminate in any form or manner against Professional \_\_\_\_\_'s employees or applicants for employment.
2. Professional \_\_\_\_\_ understands and agrees that this Contract is conditioned upon the veracity of this State of Assurance. Furthermore, Professional \_\_\_\_\_ herein assures the County that Professional \_\_\_\_\_ will comply with Title ~~Vii~~ VII of the Civil Rights Act of 1964 when federal grant(s) is/are involved. Other applicable Federal and State Laws, Executive Orders and Regulations prohibiting the type of discrimination as hereinabove delineated are included by this reference thereto.
3. This statement of Assurance shall be interpreted to include Vietnam-Era Veterans and Disabled Veterans within its protective range of applicability.

**SECTION 19. MISCELLANEOUS**

Professional \_\_\_\_\_ must comply with all other applicable provisions of federal and state law in providing services under this Contract including the American Disabilities Act (ADA).

~~Remainder of page intentionally left blank.~~

***IN WITNESS WHEREOF***, the parties hereto have caused this Agreement to be executed by the following Officers of the respective parties, the day and year first above written, as set forth below:

**PROFESSIONAL PROBATION** \_\_\_\_\_  
**BOARD OF COUNTY COMMISSIONERS**  
**SERVICES, INC.** \_\_\_\_\_  
**\_\_\_\_\_HERNANDO COUNTY FLORIDA**

Name: \_\_\_\_\_ Beth  
Narverud  
Title: \_\_\_\_\_  
\_\_\_\_\_ Chair,  
Hernando County BOCC

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Exhibit "A"

Scope of Services

[To Be Inserted]

Exhibit "B"

Pricing and Compensation

[To Be Inserted]

Exhibit "C"

Federal Bureau of Investigation  
Appendix: Noncriminal Justice Agency Supplemental Guidance

[To Be Inserted]



Exhibit "D"

Request for Proposals, Addenda, Notices, and the Professional's Proposal

[To Be Inserted]