



REQUEST FOR QUALIFICATIONS

CONSULTATION SERVICES:
CORRECTIONS SECURITY SYSTEM UPGRADE

BID #2023-01

Bid Due: Monday, October 16, 2023
2:00 PM



Indian River County Sheriff's Office
4055 41st Ave
Vero Beach, FL 32960
www.ircsheriff.org
772-569-6700





NOTICE OF REQUEST FOR QUALIFICATIONS

Proposal documents must be submitted through Bonfire’s electronic submission portal. Hand delivered or mailed submissions will not be accepted and those proposals shall be deemed non-responsive. It is the Bidder’s responsibility to ensure that bids are uploaded in the portal on or before the stated date and time.

Solicitation Documents may be obtained via DemandStar, the Indian River County Sheriff’s Office website <https://ircsheriff.org/vendor-resources>, or Bonfire’s portal. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated via Bonfire. Bidders obtaining RFP documents from the Purchasing Department website must download and print the solicitation package at the proposed bidders’ expense (*copies will not be provided*); additionally, proposed bidders must check the website daily to download any addenda items.

Project Name:	Consultation Services: Corrections Security System Upgrade
Bid #:	2023-01
Electronic Publishing Date:	Monday, August 28, 2023
Advertising Dates:	September 2, 9, 16, 23, 30 th , 2023
Pre-Bid Meeting and Site Visit:	Appointments will be available the Week of September 11, 2023
Discussion Deadline:	Friday, October 6, 2023
RFP Closing Date:	Monday, October 16, 2023, No Later Than 2:00 pm
Interviews:	October 23 rd – October 25 th , 2023
Negotiations/Clarification Phase:	October 30 th – November 1 st , 2023
Notice of Award	November 6, 2023 (<i>subject to change depending on clarification and negotiations phase</i>)
Anticipated Notice to Proceed:	November 15, 2023
Communication Requirements:	All communication regarding this RFP must be submitted in writing via the Bonfire portal prior to the deadline for questions. No verbal interpretations shall be made and all responses will be provided via an addenda.
Submittal Requirements:	See Section 3.0- Scope of Services of the solicitation documents

Scope of Work Overview: The Indian River County Sheriff’s Office, Department of Corrections, is currently soliciting requests for qualifications (RFQs) to completely overhaul the Control Panels (Security Access) in four existing Control rooms. The existing control panels are a mixture of analog and computer-based control room systems, and are antiquated in nature. A and C Building Control rooms are currently using MTI computer-based control panels which was last updated in 2016-2017, while B and D Building Control rooms are using the analog push button system (last updated 2015?). Due to budget constraints in the past, majority of the wiring was spliced into existing cables and hardware. The purpose of this Request for Qualifications (RFQs) is to solicit proposals from vendors, conduct a fair and extensive evaluation based on criteria listed herein, and select the vendor who best represents the direction the IRC SO Department of Corrections would like to proceed. The desired outcome of this project is to design a replacement schedule in a phased in approach.

Bidders may not withdraw their bid submittal for a period of ninety (90) calendar days after the day set for the opening of bids.

Each proposal will be considered by Indian River County Sheriff’s Office, taking into consideration specific evaluation factors, as set forth in this request for proposal (RFP). The Sheriff’s Office reserves the right to waive any informalities or irregularities, reject any and all bids that are incomplete, conditional, non-responsive, or which contain additions not allowed for; to reject any or all bids in whole or in part with or without cause; to award in whole or in part to one or more Bidders, and to accept the bid which best serves the agency.



ADVERTISEMENT PUBLICATION

Indian River County Sheriff's Office
4055 41st Avenue
Vero Beach, FL 32960

RFQ #2023-01
NEW ADMINISTRATIVE SERVICE COMPLEX

The Indian River County Sheriff's Office is soliciting sealed proposals from qualified firms or individuals to perform professional consultant services for the Security System Upgrade in the Department of Corrections, as listed in this Request for Qualifications RFQ # 2023-01 **until 2:00 PM, Monday, October 16, 2023**. ALL PROPOSALS MUST BE SUBMITTED THROUGH BONFIRE'S ELECTRONIC SUBMISSION PORTAL.

Each proposer must attend a MANDATORY Site Visits during the week of Monday, September 11, 2023 at the Indian River County Sheriff's Office, Department of Corrections- Building A, located at 4055 41st Avenue, Vero Beach, FL 32967. All interested proposers must schedule an appointment by sending a message via Bonfire with availability for the week of the 11th, no later than **Wednesday, September 6, 2023**. Due to safety and security concerns, only one consultation firm/individual shall be permitted at a time. Please plan on the site visit lasting approximately two hours.

Solicitation Documents may be obtained by registering with BonFire (Euna) or the Indian River County Sheriff's Office website, <https://ircsheriff.org/vendor-resources>. Bidders who obtain solicitation documents from any other source are cautioned that the solicitation package may be incomplete. Furthermore, all addenda issued will be posted and disseminated by Bonfire to plan holder's/members.

Digital copies of the BID DOCUMENTS may be obtained via Bonfire. Hard copies of BID DOCUMENTS may be obtained at the Procurement Office located in the main administration building (BLDG H) of the Sheriff's Office for a non-refundable payment of \$25.00 for each set. The Sheriff's Office is not obligated to consider a Consultants BID if they are not on record with the issuing office as having received complete Proposal Documents.

Firms desiring to provide the services described above shall submit one (1) completed bid package, containing all of the required information, and upload the documents into Bonfire's electronic portal.

Questions: must be submitted via the Bonfire portal

All bids will be screened privately with a panel of evaluators. Bids submitted after 2:00 PM on the day specified above, will not be opened or considered.

The Indian River County Sheriff's Office reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and to waive any technicality or irregularity.

TABLE OF CONTENTS

Section	Item	Page Number
1.0	Advertisement Publication	3
2.0	Introduction 2.1: Background 2.2: Qualifications 2.3: General Terms and Conditions	5
3.0	Scope of Work 3.1: Contract Work Requirements 3.2: Basic Submittal Instructions 3.3: Documents Deemed Part of Final Contract 3.4: Submittal Package 3.5: Proposed Project Budget	13 15 15 16 16
4.0	Bid Data Sheets 4.1: BID Form 4.6: Reference Check Form 4.10: Non-Collusive Affidavit 4.11: Disclosure of Relationships 4.13: Public Entity Crimes 4.14: Affidavit of Compliance	21 23 24 25 26 28
5.0	Evaluation and Award Process 5.1: Evaluation Factors 5.2: Award of Contract 5.3: Bid Tabulation	29
	Attachment A- Department of Corrections: Campus Map	33

Section 2.0- Introduction

Definitions

Bidder – Individual or entity submitting a bid to Owner.

Consultant – Best value bidder to whom Owner makes award.

Owner – Indian River County Sheriff's Office (IRCSO)

2.1- Background

The Indian River County Sheriff's Office, Department of Corrections, is currently soliciting requests for qualifications (RFQs) to completely overhaul the Control Panels (Security Access) in four existing Control rooms. The existing control panels are a mixture of analog and computer-based control room systems and are antiquated in nature. A and C Building Control rooms are currently using MTI computer-based control panels which was last updated in 2016-2017, while B and D Building Control rooms are using the analog push button system (last updated 2015?). Due to budget constraints in the past, majority of the wiring was spliced into existing cables and hardware. The purpose of this Request for qualifications (RFQs) is to solicit proposals from vendors, conduct a fair and extensive evaluation based on criteria listed herein, and select the vendor who best represents the direction the IRCSO Department of Corrections would like to proceed. The desired project outcome will be designed with a phased in scheduled approach (with two or more phases). The services to be performed are detailed in Section 3.0- Scope of Services.

As the Department of Corrections is a 24/7 operation, personnel cannot afford for door access to go down during the course of business. Because of the age of our equipment, there have been several instances where access went down requiring troubleshooting and multiple reboots to get the system back on line. All proposers must submit an inclusive plan for each control room to be completely electronic and functional on computer-based system.

The Indian River County Sheriff's Office, Department of Corrections has been in its current location since 1986. The facility comprises of multiple buildings that make up our physical campus, Alpha building, Bravo building, Charlie building, Delta building, Echo building (with four units). The MTI system for A Building Control Room and C Building Control rooms have been in place since 2007, when the jail expanded in size and remodeled. A new housing building was erected (E Building) at that time which is ran by C Control. Due to security concerns, floor plans, sketches, schematics, CAD drawings, etc. will not be released with this RFQ.

2.2- Qualifications

Pursuant to Section 287.055 Florida Statutes on, Indian River County Sheriff's Office (hereinafter referred to as the IRCSO), is accepting submittals from qualified firms or individuals to provide Professional Consultant Services related to the security systems upgrade at the Indian River County Jail. Since Florida law requires IRCSO to make a determination of a consultant's qualifications prior to their employment, the Qualification Package of this Request for Qualifications will be used by IRCSO to make this determination. Additionally, evaluation points will be assigned to information contained in the package to aid in reducing the total number of submittals to a short-list of firms. Short-listed firms may be invited to make presentations/interviews for final evaluation.

Qualification submittals will be considered from qualified firms or individuals whose experience includes successful work in similar projects. Also, the firm must have a sufficient number of qualified staff in the applicable disciplines to complete the work in the time required and in accordance with State of Florida statutes and standards, if applicable.

2.3- General Terms and Conditions

Cone of Silence. Potential bidders and their agents must not communicate in any way with the Sheriff's Office or any Indian River County staff other than Procurement personnel in reference or relation to this solicitation. This restriction is effective from the time of bid advertisement until the Sheriff's Office meets to authorize award. Such communication may result in disqualification.

Interpretations: No oral interpretations will be made to any Bidder as to the meaning of the Specifications. Every request for such an interpretation shall be made in writing and submitted in Bonfire prior to the close of the question period **ending October 6, 2023**. The Sheriff's Office shall not be responsible for oral interpretations given by any IRCSO employee. Every interpretation made to bidder will be in the form of an Addendum to the specifications, which if issued, will be sent promptly as is practical to all persons to whom specifications have been issued. All such Addenda shall become part of the specifications. Further, it shall be the responsibility of each bidder, prior to submitting their bid, to determine if addenda were issued and to make such addenda a part of their bid. Addenda items are NOT subject to automatic notifications and it shall be the responsibility of the bidder to frequently check for addenda items prior to submission.

Licensure: Bidder must possess licensure as indicated by the State of Florida and must be compliant with any requirements issued by the Florida Department of Business and Professional Regulation. Indian River County Code section 400.01 (1) requires that "No person shall engage in the business of construction, contracting or subcontracting, as regulated by Florida Statutes or in a [any] category[ies] listed in **Appendix A to Ordinance No. 94-16 without a valid certificate of competency issued by the Indian River County Building Department** unless certified under Florida Statutes". Bidders who do not hold the appropriate licensure at the time of bid opening will be deemed non-responsive.

Variations to Specifications: For purposes of evaluation, Bidder must indicate any variances from the specifications and / or conditions on the form provided with this Request for Proposal. Otherwise, it will be assumed that the product or service fully complies with the specifications. Items specifically described, as alternates shall be reviewed as an alternative bid to be considered by the Sheriff's Office, in lieu of the primarily specified item(s). However, item(s) varying from the published specifications shall be considered substitutes, and the Sheriff's Office reserves the right to consider or not to consider substitute bids.

Bid Submission: All bids must be uploaded in Bonfire's electronic submission portal. Hand-delivered, email copies, or any other forms of submission outside of Bonfire shall be deemed non-responsive and discarded.

Errors: When an error is made in the bid extension of generating total bid prices or in any other process of completing the bid, the original unit prices submitted will govern. Discrepancies between words and figures will be resolved in favor of the words. Carelessness in quoting prices, or in preparation of the bid otherwise, will not relieve the bidder from performance.

Bid Rejection: Failure to comply with all the enclosed instructions may result in rejection of the bid.

Consideration of Bids: Verbal, emailed or faxed bids will not be considered.

Irrevocable Offer: Bidder warrants by virtue of submitting a signed bid, that the prices quoted will remain firm and be considered an irrevocable offer for a period of ninety (90) days, during which time one or more of the bids received may be accepted by the Sheriff's Office and shall deem the offer accepted upon approval.

Withdrawal of Bids: A bid may be modified or withdrawn by an appropriate document duly executed in the manner that a Bid must be executed and delivered to the place where Bids are to be submitted prior to the date and time of opening of bids. If, within 48 business hours after Bids are opened, any bidder files a duly signed written notice with

Owner and promptly thereafter demonstrates to the reasonable satisfaction of Owner that there was a material and substantial mistake in the preparation of its Bid, that bidder may withdraw its bid and bid security will be returned. Thereafter, if the work is rebid, that bidder may be disqualified from further bidding on the work.

Co-Operative Purchasing: It is the intent of the request for proposal to secure goods and/or services to be used by the Indian River County Sheriff's Office. However, by virtue of bidding, the bidder accepts the right of other Florida Governmental agencies to purchase from this bid proposal, when appropriate. The successful bidder and the requesting Governmental agency, apart from Indian River County Sheriff's Office, shall handle any such purchases separately. Further, the Sheriff's Office assumes no liability for materials or services ordered by any other Governmental agency by virtue of this bid. Bidders that find this condition unsatisfactory should indicate this by showing exception on the Bid Form.

Public Record Exemption: Correspondence, materials, and documents received pursuant to this Invitation for Bid become public records subject to the provisions of Chapter 119, Florida Statutes. Should the Bidder assert any exemptions to the requirements of Chapter 119, Florida Statutes, and related statutes, the burden of establishing such exemption, by the way of injunctive or other relief as provided by law, shall be upon the Bidder.

Local Preference: Indian River County has no local ordinance or preferences, as set forth in Florida Statutes section 255.0991(2) in place, therefore no preference prohibited by that section will be considered in the acceptance, review or award of this bid.

Supplemental Information: The Sheriff's Office reserves the right to conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers, and other relevant parties to perform and furnish the work. To demonstrate qualifications to perform the work, each Bidder must be prepared to submit, within 5 days of Owner's request, written evidence, such as financial data, previous experience, present commitments, and other such data as may be necessary to prove to the satisfaction of the Owner that the Bidder is qualified by experience to do the work and is prepared to complete the work within the stated time period. Failure to provide any requested information may result in the determination of the Bidder as non-responsible.

Awards: The Sheriff's Office reserves the right to cancel the bid, accept or reject any and all bids in whole or in part, and waive any irregularity or technicality in bids received. When it is determined there is no competition to the lowest responsive, responsible Bidder, rebidding of the project is not required. Bidders are cautioned to make no assumptions unless their bid has been evaluated as being responsive. The Sheriff's Office reserves the right to not make any award(s) under this bid.

Bid Protest: Any actual or prospective bidder or proposer who is aggrieved in connection with a competitive selection process may protest to the Procurement Manager. The protest shall be submitted to the Procurement Manager in writing within seven (7) calendar days after the bidder or proposer knows or should have known of the facts giving rise to the protest. If the protest is not resolved by mutual agreement, the Procurement Manager shall promptly issue a decision in writing, after consulting the using Division and Legal Counsel.

Applicable Law and Venue: The resulting Agreement and all rights and duties of the parties hereto shall be governed by the laws of the State of Florida, including but not limited to the provisions of the Florida Uniform Commercial Code Chapters 671-679 F.S., for any terms and conditions not specifically stated within. Venue for any lawsuit brought by either party against the other party or otherwise arising out of this Contract shall be in Indian River County, Florida, or, in the event of a federal jurisdiction, in the United States District Court for the Southern District of Florida.

Cancellation: It is the intention of the Sheriff's Office to purchase material and / or services from sources of supply that will provide prompt and convenient shipment and service. Any failure of the supplier to satisfy the requirements of the

County shall be reason for termination of the award.

Termination by the Owner: The Sheriff's Office reserves the right to terminate a contract by giving thirty (30) days' notice, in writing, of the intention to terminate, if at any time the contractor fails to abide by or fulfill any of the terms and conditions of the contract. The Sheriff's Office also reserves the right to terminate this contract for convenience of the Sheriff's Office and / or with or without cause.

Non-Collusion: By signing and submitting the Bid Form, the Bidder certifies that,

- This bid has been arrived at by the Bidder independently and has been submitted without collusion, and without any agreement, understanding, or planned common course, or action with, any vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition, and
- The contents of the bid have not been communicated by the Bidder or its employees or agents to any person not an employee or an agent of the bidder or its surety on any bond furnished with the bid, and will not be communicated to any such person prior to the official opening of the bid.
- No attempt has been made or will be made by the Bidder to induce any other person(s) or firm(s) to submit or not to submit a bid for the purpose of restricting competition.

Conflict of Interest: Any entity submitting a bid or proposal or entering into a contract with the Sheriff's Office shall disclose any relationship that may exist between the contracting entity and a Sheriff's Office or a County Employee. The relationship with a Sheriff's Office or a County Employee that must be disclosed is as follows: *father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, daughter-in-law, son-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, or grandchild*. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity. The disclosure of relationships shall be a sworn statement made on a Sheriff's Office approved form. Failure to submit the form may be cause for rejection of the bid or proposal.

Public Entity Crimes: Pursuant to Florida Statutes Section 287.133(2)(a), all Bidders are hereby notified that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity (defined as the State of Florida, any of its departments or agencies, or any political subdivision); may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Florida Statutes Section 287.017 for CATEGORY TWO [currently \$35,000] for a period of 36 months from the date of being placed on the convicted vendor list. A "public entity crime" 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.

Suspension and Debarment: The Sheriff's Office will not make award to parties listed on the government-wide exclusions in the System for Award Management (SAM). The bidder agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such

compliance in its lower tier covered transactions. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions. By submittal of a bid in response to this solicitation, bidder asserts neither it nor its principals is presently debarred, suspended or proposed for debarment, declared ineligible, or voluntarily excluded from participation in this work by any Federal department or agency. For work funded by federal grant, contractor is required to have an active registration with the System for Award Management (SAM) (<https://www.sam.gov>) prior to execution of the agreement.

Scrutinized Companies Lists: The bidder certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel. In addition, if this agreement is for goods or services of one million dollars or more, Contractor certifies that it and those related entities of respondent as defined by Florida law are not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473 of the Florida Statutes and are not engaged in business operations in Cuba or Syria. The Sheriff's Office may terminate this Contract if Company is found to have submitted a false certification as provided under section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or been engaged in business operations in Cuba or Syria, as defined by section 287.135, Florida Statutes. The Sheriff's Office may terminate this Contract if Company, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.

Accordingly, firms responding to this solicitation shall return with their response an executed copy of the attached "Certification Regarding Prohibition Against Contracting With Scrutinized Companies." Failure to return this executed form with submitted bid/proposal/statement of qualifications will result in the response being deemed non-responsive and eliminated from consideration.

Non-Discrimination: The Sheriff's Office will not knowingly do business with vendors or contractors who discriminate on the basis of race, color or national origin, sex, sexual orientation, gender identity, age and/or disability. Through the course of providing services to the Sheriff's Office, Contractors shall affirmatively comply with

all applicable provisions of Title VI of the Civil Rights Act of 1964, the Civil Rights Restoration Act of 1987 and the Florida Civil Rights Act of 1992, as well as all other applicable regulations, guidelines and standards. Any person who believes their rights have been violated should report such discrimination to the County's Title VI/Nondiscrimination Coordinator through the office of the County Attorney.

E-Verify: Bidder must be registered with and use, at their sole expense, the Department of Homeland Security's E-Verify system (www.e-verify.gov) to confirm the employment eligibility of all newly hired employees, as required by Section 448.095, F.S. Owner, contractor, and subcontractors may not enter into a contract unless each party to the contract registers with and uses the E-Verify system. Contractor is responsible for obtaining proof of E-Verify registration for all subcontractors. This requirement applies to any provider of services or goods.

Assignment/Delegation: No right, obligation or interest in an awarded Agreement may be assigned or delegated by the Bidder without prior written consent of the Sheriff's Office, without prejudice to the Sheriff's Offices other rights and remedies.

Energy Policy and Conservation Act – The Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (when applicable).

Compliance with Laws and Regulations: Bidder agrees that they will comply with all Federal, State, and Local Laws and Regulations applicable to the production, sale, and delivery of the goods or the furnishing of any labor or services called for by the resulting Agreement, and any provisions required thereby to be included herein shall be deemed to be incorporated herein by reference. Noncompliance may be considered grounds for termination of contracts.

Affirmative Steps: CONTRACTOR must take the following affirmative steps to ensure minority business, women's business enterprises and labor surplus area firms are used when possible:

1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists.
2. Ensuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises.
4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises.
5. Using the services and assistance of the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

DHS Seal: If this project is federally-funded, the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials shall not be used by the Bidder without specific FEMA pre-approval.

Indemnification: CONTRACTOR shall defend, indemnify and hold harmless the Sheriff's Office, officers, employees and agents, from any and all losses, damages, expenses (including reasonable attorney's fees) and other liabilities of any type whatsoever, arising out of or relating to any negligence, intentional tort, breach of contract, or breach of applicable law by the contractor, or its employees, agents, subcontractors, or other persons or entities performing work under the contract.

Records/Audit: The Bidder shall maintain books, records and documents pertinent to performance under this Invitation and any resulting Agreement in accordance with generally accepted accounting principles consistently applied. The Sheriff's Office and the Florida Office of the Inspector General shall have inspection and audit rights to such records for audit purposes during the term of the contract and for three years following the termination of obligations hereunder. Records which relate to any litigation, appeals or settlements of claims arising from performance under this work or purchase shall be made available until a final disposition has been made of such litigation, appeals, or claims.

Public Access: The Bidder shall allow public access to all documents and materials in accordance with the provisions of Chapter 119, Florida Statutes.

Delivery Requirements: Delivery of goods is "FOB Destination" unless delivery terms are specified otherwise in the specifications. If the Sheriff's Office agrees in writing to reimburse Seller for transportation costs, the Sheriff's Office shall have the right to designate the method of shipment. In either case, the title and all risk of loss of the goods shall remain with the Seller until the goods are received and accepted by the Sheriff's Office. Rejected materials will be returned to Seller at the Seller's risk and expense.

Descriptive Information: Descriptive literature including Specifications must accompany your bid. Manufacturer's name and model numbers are used herein solely for the purpose of establishing a standard of design, quality, and use of the merchandise required. Products of other manufacturers will be acceptable if they meet or exceed established standards with the exception of those items specified "NO SUBSTITUTION".

Domestic Preference for Procurement: In accordance with 2 CFR 200.322, the Sheriff's Office will extend a preference

for the purchase, acquisition or use of goods, products or materials produced in the United States (including, but not limited to iron, aluminum, steel, cement and other manufactured products), to the maximum extent practicable.

Price and Discount Requirements: Quote net prices after deducting trade discounts. All discounts must be incorporated in the prices contained in the bid, and not shown separately. Invoices submitted must agree with the prices formally bid.

Taxes: The Sheriff's Office is exempt from any taxes imposed by State and / or Federal Government. Exemption Certificates, if required, are to be furnished by the successful bidder and will be filled out by the Sheriff's Office.

Delivery and Completion Dates: Indicate delivery and completion dates. This may be a determining factor in the award of the bid. The Sheriff's Office may, at its option, grant additional time for any delay or failure to perform hereunder if the delay will not adversely affect the best interests of the Sheriff's Office and is due to causes beyond the control of the Bidder. Such grant must be in writing and made part of the resulting Agreement.

Acceptance: Receipt of an item shall not be an indication that the items are acceptable. Final acceptance and authorization of payment shall be given after a thorough inspection indicates that the item is delivered in accordance with the Bid Specifications. Suppliers are advised that in the event the delivered item does not meet specifications, payment will be withheld until such time the supplier takes necessary corrective action.

Default Provision: In case of default by the Bidder, the Sheriff's Office may procure the articles or services from other sources and hold the Bidder responsible for excess costs incurred thereby, and may take such action, as it deems appropriate, including legal action for Damages or Specific Performance.

Note: Any and all special conditions attached hereto, which may vary from these General Conditions, shall have precedence.

End of General Terms and Conditions

SECTION 3.0- SCOPE OF SERVICES

Indian River County Sheriff's Office is requesting the services of a qualified, experienced consultant who specializes in the design, procurement, and installation of highly automated security systems used in all levels of detention facilities. The Professional Consultant will be required to design an appropriate system upgrade and prepare written specifications with detailed engineered schematic drawings compatible with existing equipment deemed sustainable by the consultant, provide bid documents for pre-qualified vendors to bid upon, assist in the evaluation and selection of qualified bidders and their bids, and provide management or supervisory services for the contractors installation of the selected system(s).

The qualified consultant identified through this RFQ process must demonstrate abilities, skills, and knowledge to address issues with the current computer-based security system. Demonstrated expertise must include, but not be limited to the tasks listed in the examples below:

- ★ Ability to design and write specifications for the replacement of the security automation network, complete with upgraded operating systems with virtual servers (preferred) or Windows 11 as a minimum for the master/main server system and the client/end user workstations within each pod control area. These items may or may not include new computer hardware, monitors, PLCs, door relays, audio systems, power supplies and associated wiring and/or network racks. Server environments shall be Windows 2022 or higher. Database platform shall include fully licensed SQL server 2022 or higher.
- ★ The ability to design a system that will offer greater interconnectivity between the two systems of the older original sections of the facility such as the B and D buildings, administration and booking areas (A Building), and the newer C & E buildings at the Jail.
- ★ The selected consultant(s) will be required to meet with key Sheriff's Office personnel to tour the facility as often as necessary, to obtain current conditions and challenges that will need to be addressed as parts of this design and installed security system upgrade. A history of the facility, along with the evolution of the security systems with future planning and goals, software and hardware preferences (based on current and future expected use) will be presented to the selected consultant(s) as part of these meetings.
- ★ The ability to design a new system that will be expandable, upgradable, and will have non-proprietary source code to allow the qualified Sheriff's Office representative, in response to the operational needs of the Sheriff, to make programming changes. No proprietary DLL, EXE or other encrypted software file formats will be accepted.
- ★ The ability to evaluate any and all components, panels, modules related to the security system that are deemed outdated or obsolete and recommend replacements. This includes all cabling and cable management that is substandard and needs to be replaced to maintain the system in the future.
- ★ Ability to analyze the electrical needs of the new security systems and provide a design with provisions for attachment to generator supplied emergency power and uninterrupted power supply (UPS), with sufficient power for future expansions and upgrades. The system design must ensure that desired levels of security will be maintained during a commercial power outage or weather influenced event. This provision may require changes to the existing power distribution system.
- ★ Demonstrate ability to provide details and designs for dedicated HVAC unit(s) needed in the equipment room(s) to cool the electronic security systems. These HVAC systems designs will need to be on emergency power to provide uninterrupted cooling during a power failure.
- ★ The ability to analyze all components of the new security system and provide a design powered by dedicated electrical circuits and verify which and if current systems are on dedicated circuits. Circuits compromised by other electrical components must be isolated from the security system power supply and

protected by an uninterrupted power supply (UPS) unit(s).

The Architectural/Engineering/Consultant retained in response to this solicitation will be precluded from bidding on the solicitation for procurement and installation of the designed security system.

For the purpose of this solicitation, the security system design will include the following general areas, and must include all wiring, hardware and software integration:

- a. Door control and monitoring;
- b. One way communication
- c. Tie into existing Sheriff's office surveillance system - Spectrum Digital Watchdog

Identified Challenges:

- a. The existing electronic security system is obsolete, dating from original construction of the Jail, 1986 and the E building, other additions in 2007. The control panels are a mixture of computer and analog controllers that is operated by dated versions of MTI and relays for the analog and managed by dated operating systems such as Windows 7 or 10;
- b. The MTI modules under the system utilizes a power supply that is 110V step down transformer to 12v: replacement equipment, parts, and service are proprietary or are not readily available; critical and frequent malfunction of the door operating system and the intercom system; no technology in place to detect cell phone usage or devices;
- c. All demolition and construction is to be done while the Jail is in continuous operation and;
- d. All demolition and construction must maintain security integrity.

Key Improvements Desired:

- e. Fully integrated electronic security system with mouse-driven control panels and functioning under an updated, modern operating system such as, Windows, Linux and server environment such as or higher. The control and monitoring of all doors, alarms, intercoms and access control and other designated device operations into a single integrated system that is as non-proprietary as possible.
- f. The system should have capacity and flexibility to accommodate the changing needs of the facility, including the possible expansion of inmate housing, medical or other foreseeable additional pod housing space.
- g. The system needs to be composed of parts and equipment that are not custom or proprietary and will be readily available in the foreseeable future;
- h. The UPS system must be adequate to support all existing and new equipment loads. The improvements must provide for sufficient space in all equipment racks, control panels, and enclosures to install and connect all additional equipment as indicated on the final contract drawings and equipment schedules; Suggest additional rack location and space, if necessary. (UPS has been updated by Sheriff's Office IT Dept/Corrections Support Unit effective August 16, 2023).
- i. The system shall have low maintenance properties.

3.1- Contract Work Requirements

The following work will be required as part of this contract:

3.1.1- Survey and Analysis:

- ★ Meet with the Sheriff, Corrections staff, and other key personnel to review project requirements in detail. Discuss and compile requirements and desired functions for the new operating systems, including system options and control schemes.

- ★ Perform close detailed observation of IRC Jail daily operations in order to develop a system that respects the policies and procedures of the Jail as operated by the Indian River County Sheriff.
- ★ Familiarize jail operations staff and key personnel with current technologies available in the market that may enhance security and operational functions.
- ★ Perform a detailed analysis of the buildings, infrastructure, and security systems to determine the conditions and design constraints of the existing facility.
- ★ Develop and submit a formal report to the Sheriff, Undersheriff, Deputy Chief's, and other key Sheriff's Office personnel that will provide the following information:
 - Analysis of the existing systems;
 - A comprehensive description of each recommended system upgrade and integration solution as a result of the review and analysis;
 - Include photographs and illustrations with report.
 - Analysis to include age, functionality, expected useful life, replacement cost, current/ future availability, system feasibility and/or limitations, and overall maintenance cost.
- ★ Prepare an itemized construction budget detailing each recommended solution for each system.
- ★ Prepare and design an implementation schedule.
- ★ Prepare two (2) formal presentations regarding the analysis of the existing systems to 1) present the report to Sheriff staff and to key County personnel and 2) conduct a second meeting to follow-up on questions and issues.

3.1.2- Design Phase:

- ★ Prepare ten (10) copies of preliminary design/specification documents at the 60% completion stage for performance-based RFP specifications that are to be delivered for review to upgrade the computer operating systems as part of the security control systems upgrade.
- ★ Determine the short term (initial cost/investment and long term (maintenance/replacement) cost effectiveness of the proposed design or its variations, if any.
- ★ Prepare ten (10) copies at the 90% completion stage of design documents based on the approved preliminary design documents with the delivery of a formal RFP with the product. Technical specifications must be suitable for use during construction by qualified security system vendors for all portions of the security system proposed.
- ★ Provide two (2) sets of original 100% complete RFP design documents consisting of scaled drawings, schematics, written technical specifications and/or product literature, and testing and commissioning instructions, along with two electronic copies (CD/DVDs) for owner duplication. IRCISO will add its own front end and back-end add-ons to the RFP as deemed necessary by Procurement Unit.
- ★ Provide a detailed testing format and commissioning instructions that includes a sign-off of fully tested and functioning equipment or areas of operation. Detail commissioning that will require a representative team consisting of members from the Sheriff's Office, the security contractor and any of his subcontractors that have performed work on the upgraded security system.
- ★ Provide alternate RFP items where appropriate and approved.
- ★ Update construction cost estimates based on approved changes.
- ★ Attend 4 design review meetings at the 20%, 60%, 90% and 100% complete stage of design. Electronic or emailed preliminary drawings are suitable for review prior to the 20% design completion meeting.

3.1.3- Bidding Phase:

- ★ Provide support in person and by phone, computer or fax as needed for assistance during the solicitation process.
 - Attend RFP/Bid pre-proposal conference

- Issue written addenda and interpretations during the weeks leading up to the RFP/Bid opening.
 - Respond to all contractor requests for information (RFI's) in writing in coordination with the Procurement Unit.
 - Aid IRCSO representatives in the evaluation of proposals and vendor qualifications; in the review of an Offerors' RFP/Bid package, documents, shop drawings, and other literature associated with the proposals.
- ★ Selection Review;
- Participate in a staff review of all proposals received and respond to staff's technical questions.
- ★ Implementation Phase;
- Review schedule of values, shop drawings, product data, samples and change orders.
 - Make weekly job-site inspections for the full duration of the work including Kick-Off, 50% complete, Substantial Completion and Final to maintain close and detailed familiarity of the progress and quality of work. The Engineering Design Consultant will be required to make on-site inspections to check the quality or quantity of work, but they will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the work. IRCSO Staff will be responsible for day-to-day contractor access to work areas within the Jail property.
 - Test and commission any system operations that are complete and prepare one 50% complete statement to ensure the contractor is progressing in his work and prepare (1) initial punch list at Substantial Completion.
 - Test and commission system operations according to the commissioning instructions and prepare one (1) final punch list during the 100 percent job site final visit and ensure the final punch list is completed with a written statement that all work on the project is complete, commissioned and signed-off by all parties and the system is functioning properly.
 - Provide a customized template or example support/maintenance agreement and supporting software subscription agreements (SSAs) with varying response times and contract periods that covers the work, equipment and software associated with the upgraded security system.

3.2 Basic Submittal Instructions

All submissions must be uploaded into Bonfire's Electronic Submissions Portal, with no exceptions. Bonfire accounts are provided at zero costs to the bidder and each bidder must register to access IRCSO's submission portal.

Upload submissions at:

<https://ircsheriff.bonfirehub.com/portal/?tab=login>

Submissions must be uploaded prior to the proposal due date of Monday, October 16, 2:00 PM est. standard time. Proposals submitted after this time will not be accepted. IRCSO accepts no responsibility for non-receipt and/or delays in receipt caused by transmission and reception problems, equipment failure or any other similar cause.

Each item of requested information shall be instantly sealed and will only be visible after the proposal due date and time. The maximum upload file size is 1 GB. Uploading large documents may take significant time, depending on the size of the file(s) and internet speed of the device be used.

If you need assistance completing a submission, please contact using the following link:

<https://ircsheriff.bonfirehub.com/portal/support>.

In keeping with Florida State construction standards and requirements, this RFP will be a qualifications-based selection which, per statutory requirements, must include cost of services as one of the considering factors. Therefore, submission documents must include a price component in all responses. *All PRICE PROPOSAL RESPONSES must be completed utilizing the Bid Table provided in the submission portal.* Separate pricing proposal attachments will not be considered and deemed non-responsive.

3.3 Documents Deemed Part of Final Contract

The final contract between awarded Bidder and Owner shall include:

The notice, invitation to proposers, general conditions, instructions for proposers, submission requirements, attachments, proposal, addenda (if applicable), and the final executed contract.

3.4 Submittal Package

Submit this portion of the Request for Qualifications as your firm's Qualifications Package. Complete the following information exactly as shown including numbering and tabbing sections. This information is vital for the Sheriff's Office to rate your firm, as your evaluation and ranking will be based on the information supplied below along with any other information required by or known to the Sheriff's Office.

The Proposer acknowledges and understands that the information contained in response to this Qualification Statement shall be relied upon by Sheriff's Office in awarding the contract and such information is warranted by Proposer to be true. The discovery of any omission or misstatement that materially affects the Proposer's qualifications to perform under the contract shall cause the Sheriff's Office to reject the Qualifications package, and if after the award, to cancel and terminate the award and/or contract.

All submissions received will become a part of the official contract file and may be subject to disclosure. Submissions **must not exceed twenty-five (25) typed pages**. Required attachments do not count towards the page limit. Pages must be formatted on 8 ½ X 11 sheets of paper and double-sided documents count as **two** pages. Font must be size 11 or higher. All submissions must include the following information indicated below **AND** in the following order, with individual tabs for each section and sub-section:

TAB #1 **Consultant Profile:**

- 1.1 If a corporation, complete the following:
 - 1.1.1 Firm name, address and phone number: (specify if different than parent company)
 - 1.1.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
 - 1.1.3 Type of firm: corporation, individual, other; If corporation, complete the following:
 - 1.3.4 Date incorporated
 - 1.3.5 State of incorporation
 - 1.3.5. Date authorized to do business in Florida
 - 1.3.6. President, Vice President, Secretary
 - 1.3.7. Federal Employers Identification Number
- 1.2 If partnership, complete the following:

- 1.2.1 Firm name, address and phone number: (specify if different than parent company)
- 1.2.2 Address of proposed office in charge (including Phone No. And Fax No., email address)
- 1.2.3. Date organized, Type: General, Limited
- 1.2.4. Names and addresses of Partners
- 1.2.5. Federal Employers Identification Number
- 1.3 Do you have a job cost account system?
- 1.4 If yes, answer the following:
 - 1.4.1 Does the system separate and accumulate direct and indirect costs (both labor and expenses)?
 - 1.4.2 Individual job cost ledgers maintained by job to support direct costs as accumulated in the general ledger?
 - 1.4.3 Is subsidiary job cost reconciled on a regular basis with the general ledger?
 - 1.4.4 Are time and expense reports utilized in the separation of direct and indirect costs?
- 1.5 What will be your turnaround time for written responses to County inquiries?
- 1.6 How much advance notice do you need to appear at the County for meetings?
- 1.7 List and describe all bankruptcy petitions (voluntary or involuntary) which have been filed by or against the Proposer, its parent or subsidiaries or predecessor organizations during the past ten (10) years. Include in the description the disposition of each such petition.
- 1.8 List all claims, arbitrations, administrative hearings and lawsuits brought by or against the Proposer or its predecessor organizations(s) during the last ten (10) years. The list shall include all case names; case, arbitration or hearing identification numbers; the name of the project over which the dispute arose; and a description of the subject matter of the dispute.
- 1.9 List and describe all criminal proceedings or hearings concerning business related offenses in which the Proposer, its principals or officers or predecessor organization(s) were defendants.

TAB #2 **Letter of Transmittal & Project Approach:**

Provide a statement addressing why your firm would be in the best position to deliver the required services. (Limit to two (2) pages. The letter of transmittal must include your firms recommended approach to achieving the desired outcome and address the items listed below.

- 2.1.1 Observation- indicate how your firm will complete the observation stage and key elements to make solution recommendations.
- 2.1.2 Feedback- indicate how your firm involves staff to solicit feedback and receive input from personnel in the development of recommendations.
- 2.1.3 Analysis- describe your firms' current technique(s) for analysis of building infrastructure.
- 2.1.4 Additional information- indicate any key factors that makes your firm stand out and why you should be selected for this project.

Tab #3 **Proposed Project Team Firms:**

For each **consultant/ discipline offered**, please list the following:

- 3.1 Name of Consultant
- 3.2 Florida State License Number (Department of Professional Regulation);
- 3.2.1 Copy of Corporate Charter Number, if a corporation, as issued by the Division of Corporations, Department of State.

TAB #4 **Specific Related Experience of the Firm:**

List projects completed and/ or held, specific and comparable, to this project. Indicate:

- 4.1 Client Name, contact person and title, address, telephone number and fax number
- 4.2 Description of the project including project starting and ending dates.
- 4.3 Principal/Project Manager in Charge, licensing/ certifications, various team positions
- 4.4 Whether your firm was the primary or subcontractor
- 4.5 Consultant cost
- 4.6 Change orders issued with explanation of same.

TAB #5 **Key Proposed Project Team Personnel:**

Indicate the proposed project team key personnel for the applicant, consultants, and/or professional/technical staff. For each individual listed, show discipline(s) of licensure/training and City of residence.

Include resumes for all key proposed project team personnel.

Include firms overall experience specific to this Request for Qualifications.

TAB #6 **Project Team Staffing Experience:**

For each proposed team member, list projects comparable and specific to this project. Indicate:

- 6.1 Position; Principal in Charge, Project Manager, various team positions
- 6.2 Client Name, contact person and title, address, telephone number and fax number
- 6.3 Project Description, including project starting and ending dates.
- 6.4 Construction cost
- 6.5 Whether your firm was the primary or subcontractor
- 6.6 Change orders and the reasons why they were issued

TAB #7 Attachments:

Upload all required attachments in the Bonfire portal; Licenses, certifications, insurances, signature page, etc.

7.1 NOTE: For the APPLICANT FIRM ONLY:

7.1.1 Attach a copy of the current Florida Department of Professional Regulation License(s)/ registration with the appropriate Board(s) for your firm and each of the license numbers listed in Tab#3.

7.1.2 Submit your State of Florida proof of incorporation

7.1.3 If not a corporation, submit a copy of your State of Florida Division of Corporations form showing your State registration or your license if you are a sole proprietorship.

The required RFP documents consists of the following:

DOCUMENT TITLE	UPLOAD FORMAT	# Of Files	Requirement
Submittal Proposal	PDF (.pdf)	1 Combined File ONLY	YES
Pricing Proposal	Bonfire Form	N/A	YES
Project Schedule	Bonfire Form	N/A	YES
4.1- Bid Form	PDF (.pdf)	1 File	YES
4.6- Reference Validation Form	PDF (.pdf)	1 File	YES
4.10- Non-Collusive Affidavit	PDF (.pdf)	1 File	YES
4.11- Disclosure of Relationships	PDF (.pdf)	1 File	YES
4.13- Public Entity Crimes Certification	PDF (.pdf)	1 File	YES
4.14- Affidavit of Compliance	PDF (.pdf)	1 File	Optional
4.18- eVerify Certification	PDF (.pdf)	1 File	YES
4.19- Business Licensure	PDF (.pdf)	1 File	YES

3.5 Proposed Project Budget

The approximate comprehensive budget for this project is: Upgrade cost (Target Goal): **\$2,000,000**

GMP costs include: architectural, engineering, and design fees; construction management fees; pre and post construction fees; contingencies; GMP allowances; finishes; etc. Bidders must propose the best and most cost-effective solutions to meet our requirements while ensuring a high level of service.

3.5.1 Pricing Section (to be submitted in Bonfire)

The following criteria must be represented as a dollar amount AND must be submitted in Bonfire only. This information should not appear as a tab or an appendix in the proposal. Pricing in the Bid Tabulation form must include:

- **Survey and Analysis Phase Fees-** total dollar amount must include soft costs for attending meetings, etc.
- **Design Phase Fees-** total dollar amount must include all anticipated fees associated with property assessment determined at site visit (to be determined by Consultation Firm on what is required).
- **Bidding Phase Fees-** total dollar amount must include estimated hours and work to complete bidding phase
- **Implementation Phase Fees-** total dollar amount should be comprehensive of all estimated work in this phase

*****Important Note: The Consultant is only requested to provide documentation on the fees listed above at the time of RFQ submission. A Final GMP Budget will be requested and approved after the assessments and designs have been completed.*****

Indian River County Sheriff's Office will execute contract agreement with the Consultation Fees alone.

End of Scope of Services

SECTION 4- BID DATA SHEETS

4.1 BID PROPOSAL FORM



INDIAN RIVER COUNTY SHERIFF'S OFFICE
4055 41ST AVENUE
VERO BEACH, FL 32960

CONTRACTOR/ARCHITECT ("BIDDER")					
Name					
Address					
Address					
City		State		Zip	
PROJECT IDENTIFICATION					
Bid/RFP #	2023-01				
Project Title	Consultation Services: Corrections Security System Upgrade				
PROJECT DESCRIPTION					
The Indian River County Sheriff's Office, Department of Corrections, is currently soliciting requests for proposals (RFP) to completely overhaul our Control Panels (Security Access) in four existing Control rooms.					
RESPONSIVE BIDDER					
The apparent best value bidder on a contract valued at more than \$250,000 for the construction, alteration, decoration, painting or improvement of a new or existing building or structure shall submit a list of all subcontractors who will perform more than \$25,000 of work on the project including labor and materials. Insurance is also required for all construction projects valued at more the \$250,000. Additional required documents provided in remainder of Bid Package (Section 4- Bid Data Sheets).					
Special Instructions: The bid/proposal process is highly controlled. To protect the integrity of the process, any questions or clarification regarding this Request for Bid/Proposal must be handled by the Procurement Unit.					
BASE BID INFORMATION					
The undersigned, hereinafter call the Bidder, being familiar with and understanding the Bidding documents and also having examined project site and being familiar with all local conditions affecting the Project, hereby proposes to furnish all labor, material, equipment, supplies, and transportation, and to perform all Work in accordance with the Bidding Documents within the timeline set forth therein, for the sum of:					
BASE BID	_____				
	Written Amount				
BASE BID (Numerical)	_____				
	(Amount to be shown in both words and numbers, in the event of a difference between the written amount and the numerical amount, the written amount shall prevail)				

Completed BID Packages must be uploaded into the Bonfire Portal by the closing date, no exceptions.

SECTION 4- BID DATA SHEETS

4.1.1 BID SUBMITTAL CERTIFICATION

Bidding Acknowledgements:

In order to be considered for this project, **the Bidder must** have successfully completed a minimum of three (3) projects of similar scope and complexity over the past five (5) years, in the State of Florida, and must be able to document the required experience upon request.

- 1.01 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into a Contract with Owner to perform all Work as specified or indicated in the Bid Data Sheets documents for the Contract Price and within the Contract Period indicated in this Bid.
- 2.01 Bidder accepts all of the terms and conditions of the "Advertisement of Invitation to Bid" and the "Instructions to Bidders", including without limitation those dealing with the disposition of Bid Security (if applicable). The Bid will remain subject to acceptance for 21 days after the Bid opening, or for such longer period of time that Bidder may agree in writing upon request of OWNER.
- 3.01 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization, or corporation Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
- 4.01 In submitting this Bid, Bidder represents, as more fully set forth in the Contract, that
 - a) Bidder has examined the Bid Documents, including the following addenda, receipt of which is hereby acknowledged:

NUMBER	DATE	NUMBER	DATE
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Applicant:

Title of Applicant:

Signature of Applicant:

Date:

SECTION 4- BID DATA SHEETS

4.6: REFERENCE CHECK QUESTIONNAIRE

2023-01 Consultation Services:

Project No & Name: Corrections Security System Bidder's Firm Name: _____

BIDDERS PROVIDE THE FOLLOWING COMPANY INFORMATION FOR THREE (3) DIFFERENT FIRMS

Company Name:		Reference Contact:	
Telephone Number:		Email Address:	

Please complete the following questionnaire below regarding services provided by the above listed firm and email to the Indian River County Sheriff's Office Procurement Unit at requisitionrequest@ircsheriff.org within 48 hours of receipt.

No.	Questions	Rating	Comments
1	Was the Project completed within the promised time frame? If not, why?		
2	Were change orders requested, what type, and were they granted, refused, and why?		
3	Did the contractor provide on-site supervision, and how much supervision was provided on a daily basis?		
4	Did the contractor provide enough labor to maintain the schedule?		
5	Did the contractor move his labor to other jobs and not work on your site during the course of the work?		
6	What types of problems did you encounter, and how were they handled by the contractor?		
7	Did they communicate well with staff?		
8	Were pay requests timely, accurate, easy to read, and contain all required backup information?		
9	Was the punchlist, and work required for substantial and full completion done efficiently? Were there any responsibility issues?		
10	Would you consider using this firm again?		
11	Any other comments you would like to make about the Firm?		
Rating: 1= Poor 2= Fair 3= Average 4= Good 5= Excellent			Rating Total

For internal use only (Staff Reviewer Name and Title) _____

SECTION 4- BID DATA SHEETS

4.10: NON-COLLUSIVE AFFIDAVIT

STATE OF FLORIDA
COUNTY OF

being first duly sworn, deposes and says that:

BIDDER is the, _____
(Owner, Partner, Officer, Authorized Representative or Agent with Contract Executing Authority)

BIDDER is fully informed respecting the preparation and contents of the attached BID and of all pertinent circumstances respecting such BID;

Such BID is genuine and is not a collusive or sham BID;

Neither the said BIDDER nor any of its officers, partners, owners, agents, representative, employees or parties in interest, including this affidavit, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other BIDDER, firm or person to submit a collusive or sham BID in connection with the Contract for which the attached BID has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communications, or conference with any BIDDER, firm, or person to fix the price or prices in the attached BID or any other BIDDER, or to fix any overhead, profit, or cost element of the BID Price or the BID Price of any other BIDDER, or to secure through any collusion conspiracy, connivance, or unlawful agreement any advantage against (Recipient), or any person interested in the proposed Contract;

The price of items quoted in the attached BID are fair and proper and are not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the BIDDER or any other of its agents, representatives, owners, employees or parties in interest, including this affidavit.

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____

by _____

who is personally know to me or who has presented the following type of identification:
Identification Type: _____

Name of Notary Public (print your name)

Signature of Notary Public, State of Florida

SEAL My Commission Expires: _____

SECTION 4- BID DATA SHEETS

**4.11: STATEMENT UNDER SECTION 105.08,
INDIAN RIVER COUNTY CODE, ON DISCLOSURE OF RELATIONSHIPS**

This statement MUST be submitted with your bid and must be executed by the CEO or authorized personnel to with privileges to enter into contracts.

BID/RFP #: 2023-01
PROJECT TITLE: Consultation Services: Corrections Security System Upgrade

This statement is submitted by:

Entity:	
Business Address:	
Federal ID # (FEIN):	

My name is, _____, and my relationship to the entity named above is _____.

- 1) I understand that an "affiliate" as defined in Section 105.08, Indian River County Code, means:
The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of the entity.
- 2) I understand that the relationship with a Sheriff's Office or County employee that must be disclosed as follows: parent, grandparent, child, grandchild, aunt, uncle, first cousin, niece, nephew, husband, wife, in-laws (mother, father, sister, brother, daughter, son), marital relationship (stepdaughter, stepson, stepbrother, stepsister), half-brother, half-sister.
- 3) Based on information and belief, the statement which I have marked below, is true in relation to the entity submitting this sworn statement. [Please indicate which statement applies]
 - Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are acting in management of entity have any relationships as defined in section 105.08, Indian River County Code, with any Sheriff's Office or County employee.
 - The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents, who are active in management of the entity have the following relationships with a Sheriff's Office or County employee:

Name of Affiliate or Entity	Name of Sheriff's Office or County Employee	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____

Signature of Applicant: _____ Date: _____

SECTION 4- BID DATA SHEETS

4.13: SWORN STATEMENT OF PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes, 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 any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of the 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, nonjury trial, or entry of a plea of guilty or nolo contendere.
3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means: a. A predecessor or successor of a person convicted of a public entity crime; or b. An entity under the control of any 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 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 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 36 months shall be considered an affiliate.
4. I understand that a "person" as defined in Paragraph 287.133(1)(e), Florida Statutes 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 bids or applies to bid on contracts for the provision 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.
5. Based on information and belief, the statement that I have marked below is true in relation to the entity submitting this sworn statement. (Indicate which statement applies.)

- Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.
- The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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 or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in 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)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) 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 IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

Name of Applicant: Title of Applicant:

Signature of Applicant: Date:

The foregoing instrument was acknowledged before me this _____ day of _____ 20 _____

by _____
 who is personally know to me or who has presented the following type of identification:
Identification Type: _____

Name of Notary Public (print your name)

Signature of Notary Public, State of Florida

SEAL

My Commission Expires: _____

SECTION 4- BID DATA SHEETS

4.14 AFFIDAVIT OF COMPLIANCE

Please include this form with your bid. Failure to include will be interpreted as indication you take no exceptions.

INDIAN RIVER COUNTY SHERIFF'S OFFICE

BID/RFQ #: 2023-01

PROJECT TITLE: Consultation Services: Corrections Security System Upgrade

We DO NOT take exception to the Bid/Specifications.

We TAKE exception to the BID/Specifications as follows:

Company Name: _____

Company Address: _____

Telephone Number: _____ Fax Number: _____

Email Address: _____

NAME (TYPE/PRINTED)

AUTHORIZED SIGNATURE

TITLE

DATE

SECTION 5.0- EVALUATION AND AWARD PROCESS

5.1 Evaluation Factors

In order to facilitate the analysis of responses, the Indian River County Sheriff's Office reserves the right to reject the Bid of a non-responsive and non-responsible Bidder. A Bidder must be, at the time of the Bid opening, a fully authorized agent or representative of the product or service, and capable of providing the services described within the Bid, and so certify upon request.

The Sheriff's Office will assemble an evaluation and selection committee comprised of key personnel. This committee shall evaluate the qualifications and may recommend the top ranked firms for oral presentations. The committee shall evaluate the qualifications based on the demonstrated proficiency level of the proposing firm for work of a similar type as specified in the Scope of Services.

The Sheriff's Office reserves the right to investigate the financial capability, reputation, integrity, skill, business experience and quality of performance under similar operations of each Proposer, including stockholders and principals before making an award. Awards, if any, will be based on both an objective and subjective comparison of Proposals and Proposers. The Sheriff's Office decisions will be final.

5.1.1- Selection Procedure

5.1.1.1- A Selection/Negotiation Committee (SNC) shall be responsible for short-listing the most qualified firms. The Selection Committee may also, at its sole discretion, request additional or clarifying information from any responder. The Selection Committee may expressly request such information to remedy any incomplete response, but will not be obligated to do so. Failure to provide the information could result in the rejection of the responder's proposal. The occurrence or absence of such a request shall not be cause for objection by any responder. Proprietary information from competing responders shall not be disclosed to the public or to competitors prior to any award subject to Public Records Law, Chapter 119, Florida Statutes.

5.1.1.2- Shortlisted firms may be invited to appear in front of the SNC or the Sheriff's Command Staff for oral presentations and/ or discussions on its qualifications and methodology.

5.1.1.3- For project specific RFQ's, staff reserves the right to negotiate an agreement with the selected firms individually based upon ranking to reach an agreement; for continuing services type agreements, the SNC reserves the right to negotiate concurrently with selected firms, whereby one or multiple firms will then be recommended to the Sheriff for award.

5.1.1.4- The Sheriff's Office reserves the right to award single or multiple contracts, if it is deemed to be in the best interest of the agency. The Sheriff's Office also reserves the right to reject any and all qualifications proposals. With all factors considered, awards will be made to respondent(s) whose qualifications are deemed, in the sole discretion of the Sheriff's Office, to best serve the public interest of the Indian River County Sheriff's Office.

5.1.1.5- The Submittal Package (or sections thereof) of the successful respondent shall be incorporated in any Contract that ensues.

5.1.1.6- Any contract resulting from this RFQ shall be governed by the laws of the State of Florida. The

selected consultant will also be required to comply with all applicable laws, ordinances, rules, regulations and contract provisions.

5.1.1.7- The Indian River County Sheriff's Office reserves the right to retain proposals and use ideas from them.

5.1.2- Rejection Criteria: Submittals shall be rejected as non-responsive if any of the following criteria exist (this list is not all-inclusive):

5.1.2.1 All questions, instructions, and forms in the Qualification package have not been properly completed.

5.1.2.2 The RFQ response is found to have concealed or contained false and/or misleading information.

5.1.2.3 The County did not receive the RFQ package prior to the submittal deadline.

5.1.2.4 Your firm is not licensed with the Florida Secretary of State to do business in Florida. **You must submit a State of Florida Certificate of Status for your firm.**

5.1.2.5 The Non-Collusion Affidavit has not been signed and/or submitted.

5.1.2.6 The Qualification package signature page is not properly executed.

5.1.2.7 Submit completed Project Specific Reference form (Bid Form 4.6) for projects that are listed in Tab #4 and #6. References must be for specific/similar projects, a minimum of three (3) references are required. References are to be included under Tab #7. The completed forms will be emailed to the reference company by the PROCUREMENT UNIT OF THE INDIAN RIVER COUNTY SHERIFF'S OFFICE. **Failure to provide the completed Reference Forms will result in proposal being deemed non-responsive.**

5.1.2.8 **CONTACT WITH PERSONNEL OF THE INDIAN RIVER COUNTY SHERIFF'S OFFICE OTHER THAN THE PROCUREMENT UNIT REGARDING THIS REQUEST FOR QUALIFICATIONS MAY BE GROUNDS FOR ELIMINATION FROM THE SELECTION PROCESS.**

5.2 Award of Contract

The Sheriff's Office the right to award item by item, and/or group by group or on an all or none basis to the lowest responsive, responsible Bidder that provides the best value to the Agency. At the option of the Sheriff's Office, additional terms and conditions may be added to the contract through negotiations with the successful bidder.

NO AWARD RECOMMENDATION SHALL BE MADE UNTIL THE COMPLETION OF THE NEGOTIATIONS PHASE.

NO AWARD SHALL BE DEEMED FINAL AND SHALL BE DEEMED CONDITIONAL, UNTIL THE PARTIES HAVE FULLY EXECUTED THE CONTRACT AGREEMENT(S) OR A PURCHASE ORDER HAS BEEN ISSUED BY THE SHERIFF'S OFFICE TO THE BIDDER. THE SHERIFF'S OFFICE RESERVES THE RIGHT TO REVOKE ANY AWARD MADE HEREUNDER, WITHOUT PENALTY, PREMIUM OR OBLIGATION, AT ANY TIME PRIOR TO THE DELIVERY OF THE FULLY EXECUTED AGREEMENT(S) OR PURCHASE ORDER. NO BIDDER SHALL BE ENTITLED TO RELY ON ANY ANNOUNCEMENT OF AN

AWARD, AND THE SHERIFF'S OFFICE SHALL IN NO WAY BE ESTOPED IN THE REVOCATION OF AN AWARD PREVIOUSLY GRANTED.

Section 119.071(1)(b)2., F.S., provides an exemption for "sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation" until such time as the agency provides notice of an intended decision or until 30 days after opening "the bids, proposals, or final replies," whichever is earlier.

5.3 Bid Tabulation

Bid tabulations shall be posted in the Bonfire portal and the Indian River County Sheriff's Office website <https://ircsheriff.org/vendor-resources> after completion of the negotiations phase.

The Qualifications Packages is designed to provide information about your firm. In addition, the information provided will be used in evaluating the firm's qualifications to perform the advertised work. Evaluation scores may be assigned, but not limited to such areas as:

- **Proposed Project Management Techniques/Understanding Scope of Work: (Maximum of 50 Points)**
 Respondents demonstrate an in-depth understanding of the project approach, age and condition of the existing buildings, requirements of the project and factors for future growth [project approach]; and this information is clearly and thoroughly reflected in the Qualifications Package.
- **Qualifications (Maximum 40 Points)**
 Qualifications of Firm and Professional Personnel.
- **Prior/Current Performance on Similar Projects (Maximum 40 Points)**
 The prior and/or current performance of the Firm and all professionals proposed for use on the team in the planning, design and administration of project(s) performed.

Performance on specific projects shall be rated higher than performance on similar projects. A minimum of three projects for the firm and/or at least five combined projects for individual team members is required. To achieve a high ranking here a higher number of projects for the firm and/or its team members must have been performed. Projects should be those completed as recent as possible, but no later than in the past ten years.

- **Location (Maximum 25 Points)**

LOCATION RATING	
LOCATION	RATING
Headquartered in Indian River County	25
Satellite Office in Indian River County	15
Office located in Tri-County Area (Brevard, St. Lucie, Okeechobee)	10
Office located outside of the Tri-County Area but in Florida	5
Office located outside of Florida	0
<i>Proposing firms can only receive a score from one of the above categories</i>	

- **Overall Completeness of Proposal (Maximum 20 Points)**

All required documents and information from Qualifications Package are included in final submission, in the correct order, and includes all licensure requirements.

**** Total Maximum Points: 175 ****

- Failure to respond to all of the questions in the RFQ package shall result in the submittal being considered non-responsive. In order for the sheriff's Office to make a determination on qualifications, a complete package must be submitted.
- To obtain the best possible score, it is important that the Project Team Staffing Experience and Related Experience of the Firm portions of the Package specifically address the advertised major area/classes of work, and any special requirements that may be listed. Do not submit resumes in lieu of completing these portions of the RFQ.
- If bidders proposes to utilize a joint venture or use outside professional services for any of the project requirements all such information must be included in the Submittal Package. Do not have individual "team" firms send in their own submittals.
- All firms must be clearly identified in your submittal, and their ability to perform assigned responsibilities must be demonstrated.

The selected individual/firm will be expected to enter into a formal contract with Indian River County Sheriff's Office for the provision of the architectural services. ***The final contract will be determined through negotiations*** between Indian River County Sheriff's Office and the selected individual/firm using the proposal submitted as a basis for negotiations.

End of Evaluation and Award Process

ATTACHMENT A: DEPARTMENT OF CORRECTIONS- CAMPUS MAP

