

REQUEST FOR PROPOSAL (RFP)

The South Florida High Intensity Drug Trafficking Area

Secure evidence vaults

Bid # SFH-2015-001

Points of Contact:

SFLHIDTA

Contact: Joel Widell,
Deputy Director, South Florida HIDTA
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MCSO

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PROJECT OVERVIEW:

The South Florida High Intensity Drug Trafficking Area (SFLHIDTA) program is soliciting price quotations for the construction of two (2) secure evidence vaults at two different law enforcement task force facilities in Plantation and Sweetwater, respectively, in Broward and Miami-Dade Counties, Florida.

This will be a materials and installation services contract. The actual contract will be via the Monroe County, Florida, Sheriff's Office, acting as fiduciary fiscal agent for the SFHIDTA program, which is funded by a federal grant.

TECHNICAL REQUIREMENTS:

Attachment A (pages 9 and 10) includes the detailed Scope of Work for consideration in this Request for Proposals.

REQUIREMENTS FOR PROSPECTIVE BIDDERS:

This request for proposals may be different from the government procurement processes you have participated in. Please read these general requirements.

This RFP is issued by the Monroe County Sheriff's Office ("MCSO"), a subdivision of the State of Florida. MCSO handles federal grant funds appropriated through the Office of National Drug Control Policy for the South Florida High Intensity Drug Trafficking Area ("SFLHIDTA"). This procurement is governed by MCSO regulations. MCSO regulations do not require traditional bidding or adherence to the procurement procedures of the federal government.

MCSO policy requires:

- Equal opportunity and treatment for all
- Fair and open competition

MCSO reserves the right to reject any or all proposals. Firms submitting proposals accept the risk that the time and money they expend on responding to this RFP may be lost, and that no contractual obligation exists between any firm and MCSO or SFLHIDTA until execution of a written contract.

MCSO may alter the requirements of the RFP or ask for additional information from firms during this procurement process. Any alteration or request for additional information will be communicated to all firms on equal terms.

MCSO is committed to identifying actual or potential conflicts of interest involving MCSO and SFLHIDTA. Each firm submitting a proposal must identify any actual or potential conflict of interest in writing to contact, SFLHIDTA and MCSO General Counsel when the proposer becomes aware that such conflict exists.

Firms must not offer or provide meals, beverages, or any item of value to any officer or employee of MCSO or SFLHIDTA.

Price is not the final or primary factor in selection. The decision will be made based upon the course of action that provides the best value. Factors that will be considered in addition to price include:

- Past performance in other government, military, law enforcement, counter-drug and security-sensitive workplaces
- Integrity and business ethics
- Capacity to mobilize crew and equipment
- Financial standing and credit rating
- Experience and training of managers and staff

The work will be done at a secure law enforcement facility. Background checks, including fingerprinting and examination of criminal history information are required of firm personnel at the request of SFLHIDTA. Background checks on key personnel and site crew will be conducted by federal, state, or local law enforcement agencies, both before and after a contract has been awarded. Prior arrests or convictions will not necessarily result in disqualification. Proposers are encouraged to discuss these issues at the on-site briefing.

Firms must include a statement in the proposal whether the firm or any key personnel has or have ever been suspended, debarred, or sanctioned for violation of any federal, state, or local procurement or contracting law or regulation.

Each proposer must state in writing in the proposal whether it, any member of its management, or any proposed on-site staff member is currently the subject of a civil rights claim before the Equal Employment Opportunity Commission, any state or local civil rights agency, or federal or state court.

All proposals become the property of MCSO upon submission.

The firm awarded the contract must:

- Maintain a drug-free workplace policy.
- Promptly report the arrest or detention of any on-site staff member by any law enforcement officer to SFLHIDTA.
- Comply with all federal, state and local laws and regulations.
- Maintain and Provide proof of commercial general liability insurance coverage minimum limit of \$1,000,000 and worker's compensation coverage limits as required by law.
- Require any on-site staff member to submit to drug testing on a reasonable cause basis at the request of SFLHIDTA. Any staff member declining to submit to such testing must be discharged immediately.
- Cooperate with SFLHIDTA in the investigation of any staff member who, in the reasonable judgment of SFLHIDTA, poses a credible threat to the integrity of the work of SFLHIDTA.
- Maintain policies forbidding sexual harassment or improper treatment based upon gender, age, race, nationality, ethnicity, sexual preference or disability and demonstrate that all staff members have received appropriate training concerning these issues.
- Agree to contractual indemnity agreements in favor of MCSO.
- Agree that the contractual obligation of MCSO is limited to the amount of funds appropriated by Congress and authorized by SFLHIDTA for the provision of services under the proposed contract.
- Agree to maintain and make available records sufficient to permit proper financial and performance audits of proposer's performance of the work.
- Understand and agree to comply with Florida's public records laws.

GENERAL INSTRUCTIONS:

1. **General Instructions.** Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses accordingly.
2. **Terms and Conditions.** All responses are subject to the terms of this Request for Proposals

MCSO objects to and shall not consider any additional terms or conditions submitted by a respondent, including any appearing in documents attached as part of a respondent's response. In submitting its response, a respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect. Failure to comply with terms and conditions, including those specifying information that must be submitted with a response, shall be grounds for rejecting a response.

3. **Respondent's Representation and Authorization.** In submitting a response, each respondent understands, represents, and acknowledges the following (if the respondent cannot so certify to any of following, the respondent shall submit with its response a written explanation of why it cannot do so).

- The respondent is not currently under suspension or debarment by any governmental authority.
- To the best of the knowledge of the person signing the response, the respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
- Respondent currently has no delinquent obligations to the State of Florida, or any other customer, including a claim for liquidated damages under any other contract.
- The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive response.
- The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other respondent or potential respondent; and neither the prices nor amounts, actual or approximate, have been disclosed to any respondent or potential respondent, and they will not be disclosed before the solicitation opening.
- The respondent has fully informed MCSO in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm and its affiliates for violation of territorial, state or federal antitrust laws with respect to a public contract for violation of any state or federal law

involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- Neither the respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or has within a three-year period preceding this certification had one or more federal, state, territorial or local government contracts terminated for cause or default.
- If an award is made to the respondent, the respondent agrees that it intends to be legally bound to the Contract that is formed with MCSO and will accept the following language in said contract: "It is agreed that all financial obligations hereunder shall be met exclusively with funds provided by the Government of the United States of America and that no general funds of the Monroe County Sheriff's Office or the County of Monroe, Florida, are available or may be used to satisfy any obligation arising from this Contract. Contractor agrees that it does not enter into this agreement in reliance upon the funds, assets or taxing authority of the Monroe County Sheriff's Office, the County of Monroe, or the Board of County Commissioners of Monroe County, Florida."
- The respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.
- The respondent shall indemnify, defend, and hold harmless MCSO and its employees against any cost, damage, or expense that may be incurred or be caused by any error in the respondent's preparation of its bid.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by MCSO in awarding the Contract. Any misstatement shall be treated as fraudulent

concealment from MCSO of the facts relating to submission of the bid. A misrepresentation shall be punishable under law.

4. **Performance Qualifications.** MCSO reserves the right to investigate or inspect at any time whether the product, qualifications, or facilities offered by Respondent meet the Contract requirements. Respondent shall remain responsive and responsible at all times during the Contract term. In determining Respondent's responsibility as a vendor, MCSO shall consider all information or evidence which is gathered or comes to the attention of MCSO which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

5. **Due Date and Public Opening.** All bids will be electronically submitted. Responses must be received by the SFLHIDTA Point of contact at _____, on or before **July 24th, 2015,** _____ DATE/TIME. MCSO is not responsible for delays of any kind. Bids will be opened on _____ DATE/TIME.

6. **Award.** MCSO may make an award within thirty (30) days after the date of the opening, during which period responses shall remain firm and shall not be withdrawn. If award is not made within thirty (30) days, the response shall remain firm until either MCSO awards the Contract or MCSO receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may be accepted or rejected, in MCSO's sole discretion.

7. **Clarifications/Revisions.** Before award, MCSO reserves the right to seek clarifications or request any information deemed necessary for proper evaluation of submissions from all respondents deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

8. **Minor Irregularities/Right to Reject Any or All Proposals.** MCSO reserves the right to accept or reject any and all proposals, in their entirety, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if MCSO, in its sole discretion, determines that doing so is

appropriate. MCSO may reject any response not submitted in the manner specified by the solicitation documents.

9. **Contract Formation.** MCSO shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and MCSO until MCSO signs the Contract. MCSO shall not be liable for any costs incurred by a respondent in preparing or producing its response or for any work performed before the Contract is effective.

10. **Public Records.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and Section 119.011, Florida Statutes, provides a broad definition of public record. As such, all responses to a competitive solicitation are public records unless exempt by law. Any respondent claiming that its response contains information that is exempt from the public records law shall clearly segregate and mark that information and provide the specific statutory citation for such exemption.

11. **No Bid Protests.** Respondents acknowledge that Florida law contains no provision or procedure for bid protests or challenges to MCSO's decision to award or not award any contract because of this RFP process. Respondents acknowledge that this RFP process is governed under Florida law.

12. **Commitment to Fair Treatment.** MCSO and SFLHIDTA stand by their commitment to equal opportunity and fair and open competition for all. Respondents are encouraged to bring any concerns on these matters to the SFLHIDTA point of contact and MCSO General Counsel.

ATTACHMENT A-SCOPE OF WORK

ATTACHMENT A: SCOPE OF WORK

Project Scope:

1. HIDTA-South

The room is approximately 7'10" by 21', windowless, with one standard 36'0" wide door. This area is located on the first floor.

The project will entail the design, fabrication, and installation of a freestanding "cage" consisting of 9 gauge expanded metal mesh material and appropriate gauge metal (tube, angle, or I) framing. The cage will be approximately 9'0" in height to fit under an existing drop-grid ceiling and be fitted wall to wall inside the room.

The cage will be four sided with a top (ceiling) of similar material and construction. Said ceiling will have removable access panels to facilitate access to HVAC, lighting, and fire suppression infrastructure. The cage will have one sliding door to facilitate access to the cage area. A separate removable panel will be 3'x3' for service personnel to access the area above the suspended ceiling.

The walls will have access ports to facilitate access to 120volt receptacles on the walls.

The cage will be of welded construction, not bolted.

All metal will be spray painted in a matte finish for aesthetics and rust resistance,

Provide a sliding gate with a hasp and latch secured with a high security changeable combination padlock or six pinned key lock.

All access panels and doors will be construction with the same 9 gauge expanded metal as the main enclosure.

Finish protection of surrounding areas and disposal of waste material should be included in your quote.

2. HIDTA-North

The room is approximately 10' by 12.5', windowless, with one standard 36'0" wide door. The area on the second floor of the facility.

The project will entail the design, fabrication, and installation of a freestanding "cage" consisting of 9 gauge expanded metal mesh material and appropriate gauge metal (tube, angle, or I) framing. The cage will be approximately 9'0" in height to fit under an existing drop-grid ceiling and be fitted wall-to-wall inside the room.

The cage will be four sided with a top (ceiling) of similar material and construction. Said ceiling will have a removable access panel approximately 4' x 6' to facilitate access to HVAC, lighting, and fire suppression infrastructure. A separate removable panel will be 3'x'3, to allow service personnel to access the area above the suspended ceiling.

The cage will have one sliding door to facilitate access to the cage area.

The walls will have access ports to facilitate access to 120volt receptacles on the walls.

The cage will be of welded construction, not bolted.

All metal will be spray painted in a matte finish for aesthetics and rust resistance.

Provide a sliding gate with a hasp and latch secured with a high security changeable combination padlock or six pinned key lock.

All access panels and doors will be construction with the same 9 gauge expanded metal as the main enclosure.

Finish protection of surrounding areas and disposal of waste material should be included in your quote.

INSTRUCTIONS FOR RESPONSE TO RFP:

Any prospective bidder to the RFP needs to respond via email to MDGoldberg@sflhidta.org, no later than **July 24, 2015, 5:00PM**, to qualify to bid. The email should articulate your intention to participate in the bid process, and include the name of your firm, primary contact information, and the bid number, **Bid # SFH-2015-001**.

Due to the security requirements at each facility, representatives of prospective bidders must give written consent to have a criminal history check completed prior to attending the site inspections. Your firm will be notified in advance of the mandatory meetings giving approval for the representative to attend.

Primary contact information will be the name (first, last, middle initial) and date of birth of the person who be attending the mandatory site inspections. The form giving consent for the criminal history check must be completed, signed, scanned, and returned as a PDF attachment in your email confirming your interest in bidding. The required form is attached to this RFP.

Your firm may bid on either the Plantation site or Sweetwater site separately, or on both sites. If bidding on both sites, the bid should be broken out to articulate the pricing on each site. If a bidder will give a discount predicated upon being awarded the bid for both sites, that discount should be articulated in the proposal.

MCSO may choose different vendors for each project or award both projects to one vendor, at MCSO's discretion.

The site inspections will be scheduled as follows:

Plantation	August 25, 2015	10:00AM
Sweetwater	August 26, 2015	10:00AM

The exact addresses will be sent along with the approval for the representative to attend each site inspection.

At the site inspections, prospective bidders will be afforded an opportunity to examine the areas where the enclosures are to be installed, and will have the opportunity to ask questions of government representatives. All questions and answers will be stated in an open forum. Subsequent questions or concerns will be given in writing, via email, with the answers given to all prospective bidders.

Attendance at the site inspection is mandatory for a bid to be accepted for that particular site.

BACKGROUND CHECK



Date: _____

Name: _____
Last First Middle Name

Date Of Birth: _____

Place of Birth: _____

SSN: _____

DL Number: _____

Race: _____ Sex: _____
 Height: _____ Weight: _____
 Eyes: _____ Hair: _____

	Date Checked	Hit	IV's	Checked By	Follow Up	Remarks
DI						
FCIC						
NCIC						
VECS						
FBI						
FDLE						
CCIS						

I, _____, hereby authorize SFLHIC to conduct a
(Print Name)
 background check as part of my employment/participation at the South Florida HIDTA Intelligence Center.

(Signature)

(Date)

 TO BE COMPLETED BY AGENCY SUPERVISOR

Last Security Clearance: _____

I have confirmed that applicant has a current security clearance at the _____ level and a full-field background investigation on file with _____

AGENCY

PRINTED NAME

SIGNATURE