



Florida School for the Deaf & the Blind

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PURCHASING DEPARTMENT

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ST. AUGUSTINE, FL 32084

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REQUEST FOR QUALIFICATIONS (RFQ)

Competitive Solicitation, Request for Qualifications (RFQ) [§287.055 (CCNA) F.S.]

Design Build for Walker Annex Remodel RFQ-26-104

Commodity Code #:

72121406	School Building Construction Service
81100000	Professional Engineering Services
81101513	Building Construction Management

May 15, 2026

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SOLICITATION DOCUMENTS SECTION

SECTION 1 – INTRODUCTION

1.1 Introduction to the Procurement

NOTE: FSDB will only respond directly to access or procedural questions received in writing (by e-mail). Such questions should only be submitted after reading the entire Solicitation Document (Respondents are responsible for being aware of the contents of this solicitation) as the answer to the question is likely in the document. All other questions will be collected without being answered; answers will be published in writing on or before the date and time specified in the Schedule of Events and Deadlines by amendment pursuant to §287.057(2), Florida Statute (F.S.) through electronic posting.

Established in 1885 and authorized by §1002.36, F.S., Florida School for the Deaf and the Blind (FSDB), is a fully accredited state public school and outreach center available tuition-free to eligible Pre-K and K-12 deaf/hard of hearing or blind/visually impaired students, including meals, boarding, transportation and other services. Comprehensive educational services at FSDB are individualized, specific to the unique communication and accessibility needs of each student to develop independence and lifelong success.

Florida's competitive procurement process is aimed at the protection of the public against collusive contracts, fraud, bias, and favoritism. Among other things, it is designed to secure fair competition on equal terms to all bidders, to secure the best values at the lowest possible expense, to provide an opportunity for an exact comparison of bids, and to assure that the most responsive bid is accepted.

Pursuant to [§287.017, F.S.](#) (purchasing threshold categories), [§287.055 \(Consultants Competitive Negotiation Act \(CCNA\)\) F.S.](#), [§287.057, F.S.](#), and [§255, F.S.](#) when a state agency wishes to contract for commodities or contractual services, Professional Services, or Construction services that cost in excess of established thresholds, the Agency must use one of several types of competitive procurement methods, i.e. Invitation to Bid (ITB), Request for Proposal (RFP), or Invitation to Negotiate (ITN).

An RFQ based upon the Consultant's Competitive Negotiation Act (CCNA) as adopted by the Florida Legislature in 1973, Florida and codified in §287.055, F.S., requires state government agencies, municipalities or political subdivisions, school boards and school districts, to select a consulting firm (engineering, architectural, landscape architecture, and surveying and mapping services) based on qualifications rather than on a "lowest bid" basis. This solicitation will be conducted using a six-step process for choosing a consultant:

1. **Public announcement of the contract.** A public notice of requirements for professional services is advertised, including a description of the project and application process information (this document and corresponding advertisements).
2. **Qualification and certification of firms.** Consulting firms submit qualifications indicating their interest in the contract. The Agency certifies qualified firms.
3. **Selection of certified qualified firms.** The Agency rates and compares the qualifications of the certified firms. The Agency then selects and ranks no less than three firms in order of preference, based on those qualifications.
4. **Release of the Design Criteria Package.** The Agency will release the Design Criteria Package for the project to the top ranked qualified firms at a mandatory site visit. The Request for Proposal package will also be released at the site visit.
5. **Proposal Presentations.** Firms will be invited to present their proposal for the project to the Evaluation committee.
6. **Selection of Firm for Negotiations.** The Agency begins negotiations for a contract with the firm ranked as the most qualified, at a compensation which the Agency deems fair, competitive, and reasonable. Should the parties fail to agree upon the level of compensation, the Agency ends negotiations with the first firm and begins negotiations with the second-ranked firm. If again unsuccessful, the Agency repeats the process with the next highest-ranked firm.

FSDB is promulgating this solicitation for specified services to result in Contractual Agreement and intends to adhere to all applicable laws, rules, and regulations to ensure an open and fair process. Specifically, IAW §287.055(4), F.S., (Consultants' Competitive Negotiation Act), FSDB utilizes the Competitive Solicitation process for the competitive procurement of professional design-build services as specified herein.

This solicitation is designed to obtain a qualified vendor who demonstrates an ability to provide the goods or services stipulated in this solicitation in an equitable and economical manner. Any entity, organization, company, or person interested in submitting a reply must comply with any and all of the terms and conditions described in this Competitive Solicitation. Potential respondents to the solicitation are encouraged to carefully review all the materials contained herein and prepare responses according to the instructions. **Respondents are responsible for being aware of the contents of this solicitation and the existence of updates, amendments, clarifications, modifications, and changes published to FSDB's Solicitation web page located at: <https://www.fsdbsk12.org/page/purchasing>.**

1.2 Statement of Purpose

Pursuant to requirements of §287.055, F.S. (CCNA), FSDB is issuing this Request for Qualifications (RFQ), as the first phase of a two-phase selection process, described in Section 3 – The Selection Methodology, to obtain statements of qualifications from Design-Build firms interested in being considered for the renovation of an existing multi-use building pursuant to Design Criteria Package specifications.

The Florida School for the Deaf and the Blind (FSDB) seeks qualified Design-Build teams for the comprehensive renovation of the Walker Annex (Building #7), including the removal and replacement of the existing Library addition, to modernize the facility and support evolving program needs. The project consists of a full interior remodel; reconfiguration of administrative, educational, media, and library spaces;

replacement and upgrade of HVAC, lighting, fire protection, and technology systems; and new finishes throughout, along with targeted exterior improvements including roof and window replacement, accessibility upgrades, and building envelope repairs. The Design-Build team will validate and refine the building program in coordination with stakeholders and advance the project from bridging/criteria documents to a complete design and construction solution. Work will occur on an active campus, requiring careful phasing, safety, and security coordination.

1.3 Contact Person: Procurement Manager & Procurement Officer

This solicitation is issued by the State of Florida, Florida School for the Deaf and the Blind. The sole contact point for all communication regarding this solicitation is the Procurement Officer, then the Procurement Manager:

1. Christine Skaggs, Purchasing Analyst & Procurement Officer, skaggsc@fsdbk12.org
2. Kim Whitwam, Director of Purchasing & Procurement Manager, whitwamk@fsdbk12.org

Mailing Address:

Florida School for the Deaf and the Blind
Attention: Procurement Officer
Purchasing Center, Building #28
207 San Marco Avenue
St. Augustine, FL 32084

All contact with the Procurement Officer or Procurement Manager shall be in writing via electronic mail, U.S. Mail, or other common courier. No facsimiles or telephone calls will be accepted for any reason.

1.4 Small, Minority, and Florida Certified Veterans Business Participation

Small Businesses, Certified Minority Business Enterprises, and Florida Certified Veterans Business Enterprises are encouraged to submit proposals in response to this solicitation and to participate in any conferences, proceedings, and pre-solicitation or pre-proposal meetings which are scheduled. All Vendors shall be accorded fair and equal treatment.

1.5 Special Accommodations

Any person with a qualified disability requiring special accommodation at the pre-submission conference and/or response opening shall contact the Director of Purchasing at (904) 827-2356 at least ten (10) working days prior to the event. If you are hearing or speech impaired, please contact this office by e-mail at whitwamk@fsdbk12.org or by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD). For a prompt and timely response to the request for special accommodation, e-mail the Director of Purchasing at whitwamk@fsdbk12.org.

1.6 Definitions

The definitions from the following sources, as applicable, are assembled here:

60A-1.001, Florida Administrative Code (F.A.C.),
60D-5.002, F.A.C.
60D-13.002 F.A.C.
§255.072, Florida Statutes (F.S.)
§287.012, F.S.
§287.055, F.S.
PUR 1000 General Contract Conditions

Unless the context otherwise requires, the following terms have the following meanings and shall apply to this RFQ:

1. "Agreement" means the legally enforceable Contract signed by FSDB and the Contractor, to which General Conditions for Contracts, together with all annexes referred to therein, may be attached and would be enforceable (AGREEMENT and CONTRACT may be used interchangeably).
2. "AGENCY" means the entity that has released the RFQ. The "AGENCY" may also be "FSDB".
3. "Americans with Disabilities Act" means contractors should identify any products that may be used or adapted for use by visually, hearing, or other physically impaired individuals.
4. "Applicable Law" means the laws and any other instruments having the force of law governing this Contract.
5. "Authorized Representative" means the person(s) authorized to represent a Party in the execution of the Contract.
6. "Best value" means the highest overall value to the state based on factors that include, but are not limited to, price, quality, design, and workmanship.
7. "Certified minority business enterprise" means a business which has been certified by the certifying organization or jurisdiction in accordance with F.S. 287.0943(1) and (2).

8. "Confidential Information" means any and all information regarding each Party's affairs or business or method of carrying out business, and any other materials or information created or developed by either Party in connection with this Contract or otherwise, may be subject to public disclosure per F.S. 119.
9. "Construction services" means all labor, services, and materials provided in connection with the construction, alteration, repair, demolition, reconstruction, or any other improvements to real property.
10. "CONSULTANTS' COMPETITIVE NEGOTIATION ACT (CCNA)" Refers to §287.055, Florida Statute for the acquisition of professional architectural, engineering, landscape architectural, or surveying and mapping services.
11. "Contract" means a mutually binding legal relationship evidenced by a written agreement obligating a Contractor to furnish commodities or contractual services to the Department, an Agency, an eligible user, or another state. A Contract requires signatures of all parties.
12. "Contract Manager" means the authorized designee who shall manage assigned contracts in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Contract Manager will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
13. "Design-Build" (DB) means providing one single administrative entity (a "firm" as defined herein) responsible for design and construction under one contract where services within the scope of practice of architecture, or professional engineering as defined by the laws of the State of Florida are performed by a registered architect or professional engineer and where those services within the scope of construction contracting as defined by the laws of the State of Florida for construction are performed by a certified or registered contractor as applicable according to Florida Statutes.
14. "Design-build contract" means a single contract with a design-build firm for the design and construction of a public construction project.
15. "Design-build firm" means a partnership, corporation, or other legal entity that:
 - (a) Is certified under F.S. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or
 - (b) Is qualified under F.S. 471.023 to practice or to offer to practice engineering; qualified under F.S. 481.219 to practice or to offer to practice architecture; or qualified under F.S. 481.319 to practice or to offer to practice landscape architecture.
16. "Design Criteria Package" means concise, performance-oriented drawings or specifications of the construction project which will include the legal description of the site, survey information, interior space requirements, material quality standards schematic layouts and conceptual design criteria of the project, cost and budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal and parking requirements.
17. "Design Professional" means the architect, engineer or other consultant under contract with the Agency for professional services.
18. "Drawings" means those portions of the Contract Documents prepared by the Design Criteria Professional and approved by AGENCY consisting of drawings, diagrams, illustrations, schedules and other data which show the scope, extent, and character of the work.
19. "Effective Date of the Agreement" means the date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.
20. "Firm" or "Contractor" means any individual, firm, partnership, corporation, company, association, or other legal entity permitted by law to construct projects, or portions of projects, in the State of Florida. May be used interchangeably with "Qualified Respondent."
21. "Force Majeure" means any event beyond the reasonable control of the Parties, which by the exercise of due diligence neither Party is able to overcome, and which makes a Party's performance of its obligations hereunder impossible or as impracticable as reasonably to be considered impossible under the circumstances.
22. "FSDB" means "Florida School for the Deaf and the Blind."
23. "GTC" means the General Conditions for Contracts
24. "Gender Neutral" wherever used herein, a pronoun in the masculine gender shall be considered as including the feminine gender and a pronoun in the feminine gender shall be considered as including the masculine gender, unless the context clearly indicates otherwise.
25. "Invoice or Bill" means the form which is to be used by Design Criteria Professional in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
26. "Laws and Regulations; Law or Regulation" means any and all applicable laws rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.
27. "Mandatory Requirements" means all documentation is submitted completely as requested, all signatures are original and notarized where indicated, answers to questions are complete and accurate, all communications are conducted as instructed and responsibility for compliance with all timelines and submission dates has been met.
28. "OWNER" means the public body, or authority, individual or entity with whom Design Criteria Professional has entered into the Agreement and for whom the Work is to be provided as indicated in the Agreement.
29. "OWNER's Consultant" means an individual or entity having a contract with OWNER to furnish services as OWNER's consultant with respect to the Project.
30. "OWNER's Representative" means a person designated to act as OWNER's representative with respect to Design Criteria Professional's performance of the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies, and make decisions with respect to performance of the Work.
31. "Party" means FSDB or the Contractor, as the case may be, and "Parties" means both of them.

32. "Payment Request" means a request for payment for services which conforms with all statutory requirements and with all requirements specified by the public entity to which the payment request is submitted.
33. "Person" means any individual, partnership, society, association, joint stock company, corporation, estate, receiver, trustee, assignee, referee or capacity, whether appointed by a court or others and any combination of individuals.
34. "Procurement Officer" means the contracting personnel identified in the Introductory Materials.
35. "Professional services" means those services within the scope of the practice of architecture, professional engineering, landscape architecture, or registered surveying and mapping, as defined by the laws of the state, or those performed by any architect, professional engineer, landscape architect, or registered surveyor and mapper in connection with his or her professional employment or practice.
36. "Project" means any facility, building, portion of building, utility, park, parking lot, structure or other improvement to real property required to be constructed, renovated, repaired, modified or demolished by an Agency.
37. "Project Manager" means the authorized designee who shall manage assigned projects in accordance with all applicable provisions of Federal and Florida State Statutes, Rules, and Regulations. Project Manager may make on-site inspections at any time and will have authority to reject all work and materials which do not conform to the contract, and to recommend solutions to questions which arise in the execution of the work, as well as the authority to stop work whenever such stoppage may be necessary to insure the proper execution of the contract.
38. "Qualified Respondent" means a firm with the capability in all respects to perform fully the contract requirements and the integrity and reliability to assure good faith performance.
39. "Risk of Loss" means matters of inspection and acceptance are addressed in s. 215.422, F.S. Until acceptance, risk of loss or damage shall remain with the Contractor. The Contractor shall be responsible for filing, processing, and collecting all damage claims. To assist the Contractor with damage claims, the Customer shall: record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading; report damages to the carrier and the Contractor; and provide the Contractor with a copy of the carrier's Bill of Lading and damage inspection report. When a Customer rejects a product, Contractor shall remove it from the premises within ten days after notification or rejection. Upon rejection notification, the risk of loss of rejected or non-conforming product shall remain with the Contractor. Rejected product not removed by the Contractor within ten days shall be deemed abandoned by the Contractor, and the Customer shall have the right to dispose of it as its own property. Contractor shall reimburse the Customer for costs and expenses incurred in storing or effecting removal or disposition of rejected product.
40. "Renewal" means contracting with the same contractor for an additional contract period after the initial contract period, only if pursuant to contract terms specifically providing for such renewal.
41. "Request for proposals" means a written or electronically posted request for competitive sealed proposals.
42. "Request for a quote" means an oral, electronic, or written request for written pricing or services information from a state term contract vendor for commodities or contractual services available on a state term contract from that vendor.
43. "Responsive proposal" or "responsive reply" means a proposal or reply submitted by a Respondent which conforms in all material respects to the RFQ.
44. "Responsive Proposal" means a firm who has submitted a bid or proposal which conforms in all material respects to the request for proposals.
45. "RFQ" means Request for Qualifications.
46. "Specifications" means those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the design and certain administrative details applicable thereto.
47. "Subcontractor" means any entity to which the Contractor entrusts the performance of any part of the Services in accordance with the provisions of this Contract, but not including one who merely furnishes material.
48. "Submittal" means a written or graphic document prepared by the Design Criteria Professional which is required by the Contract Documents to be submitted to OWNER by the Design Criteria Professional. Submittals may include, but are not necessarily limited to Drawings, Specifications, Progress Schedules, Shop Drawings, Samples, Cash Flow Projections, and Schedules of Values. Submittals other than Drawings and Specifications are not Contract Documents.
49. "Timeline" means the list of critical dates and actions included in the Introductory Materials.
50. "Work" means any and all of the labor or materials or both, equipment, transportation, or other facilities, documents, and deliverables of any kind produced in whatever format as part and result of the Services necessary to complete the contract.
51. "Written Notice" means that a notification shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or to an office of the corporation for whom it is intended; or if delivered at or sent by mail, to the business address shown in the bid or contract, or if delivered electronically in accordance with F.A.C. 61B-23.0029, the Uniform Electronic Transaction Act (UETA) codified in F.S. 668.50, and the Electronic Signature Act of 1996 (ESA) codified in F.S. 668.001-006.

SECTION 2 – PROCESS

2.1 General Overview of the Process

Replies that meet the Mandatory Requirements of this RFQ and are otherwise responsive will be eligible for evaluation. Responsive Vendors will be evaluated and ranked, and a Shortlist of Vendors who have been pre-qualified for the next step will be posted to the FSDB website and/or Vendor Information Portal (VIP). Oral presentations by Vendors will be required as part of the final selection process. FSDB will post a notice of intended contract award after completing the evaluation process, thus identifying the Vendor selected for negotiations to enter into contract to become the Design-Builder for the FSDB Walker Annex Remodel Project.

2.2 Official Notices and Public Records

2.2.1 Notices Regarding the solicitation

All notices, decisions, intended decisions, addenda and other matters relating to this procurement will be electronically posted on FSDB's website and/or VIP.

VIP website located at: [MyFloridaMarket Place Vendor Information Portal](#). In order to find postings:

1. Click on Search Advertisements.
2. Under "Organization" select "Florida School for the Deaf and the Blind (FSDB)".
3. Scroll down to the bottom of the screen and click on "Search."

FSDB's Solicitation website located at: [Purchasing | Florida School for the Deaf & the Blind](#). In order to find postings:

1. Click on "View Active Competitive Solicitations".
2. Navigate to individual Solicitation folders.
3. Download the Solicitation Document(s).

It is the responsibility of prospective Vendors to check FSDB's website and/or VIP for addenda, notices of decisions, and other information or clarifications to this solicitation.

2.2.2 Public Records

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and §119.011, F.S., provides a broad definition of a 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. If awarded a contract, the Contractor shall comply with the public records laws of the State of Florida, Rule 1B-24.003(1)(a), F.A.C. and the most recently published General Records Schedule GS1-SL for State and Local Government Agencies.

2.3 Protests and Disputes

Florida's Administrative Procedure Act found in §120.57(3), F.S., and Rules found in Chapter 28-110, F.A.C., generally govern state agency competitive bidding disputes including notice requirements, the time frames for protests, and hearing procedures. Respondents should be aware of the distinction between challenges to the published bid specifications versus challenges to the ultimate award of the solicitation. This section serves as notice explaining the protest rights to all parties who submitted a response.

2.3.1 Standing to Protest

Section 120.57(3), F.S., provides that any person who is "adversely affected" by the Agency action may file a protest. Generally, only bidders that submitted a bid, subcontractors, or others that can show substantial economic interest in the bid award and who are aggrieved, are eligible to protest. After bid opening, protests are limited to issues related to bid opening, evaluation of bids, and intention to award decisions, and are further limited to those items that were not known or could not have been reasonably known prior to bid opening. An example of "adversely affected" is a second ranked low bidder having standing to challenge an award to the low bidder based on non-responsiveness (and other factors), a third or lower ranked bidder generally does not have standing, since even if successful in the protest of the award to the low bidder, the award would then go to the second ranked low bidder (nevertheless, the third or even lower ranked bidders can sometimes have standing, seek legal advice to determine issues of standing prior to filing). Absent special and extraordinary circumstances, non-bidders do not have standing.

2.3.2 Protest Stays the Bid Process

Filing of a timely formal protest stops the bid process and no final award of a contract may be made before entry of a final order after resolution of the protest, unless the Agency head sets forth in writing particular circumstances which require the continuance of the process in order to avoid an immediate and serious danger to the public health, safety, or welfare (§120.57(3)(c), F.S.).

2.3.3 Time Limits for Filing Protests

Any person who has standing shall file with FSDB a notice of protest in writing within 72 hours (Saturdays, Sundays, and state holidays excluded) after the posting of the specifications, notice, decision, or intended decision. A formal written protest which states with particularity, the facts and law upon which the protest is based and containing applicable supporting arguments, authorities, and evidentiary exhibits shall be filed within 10 days after the date the notice of protest is filed (Saturdays, Sundays, and state holidays excluded). **Failure to timely file the 72-hour notice of protest or the 10-day formal written protest will constitute a waiver of the right to protest.**

2.3.4 Protests of Terms, Conditions and Specifications

A protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for ranking bids, awarding contracts, reserving rights for further negotiation, or modifying or amending any contract. The notice of protest must be filed within 72 hours after posting of the solicitation as specified in Section 2.3.3 herein.

2.3.5 Protests of Decision or Intended Decision

A protest of a decision or intended decision must be filed within 72 hours after the notice of decision has been posted as specified in Section 2.3.3 herein.

2.3.6 Protest Bond Requirement

Protestors must file a bond payable to the Agency as required by §287.042(2)(c), F.S. and §28-110.005 F.A.C., in an amount equal to one percent (1%) of the estimated contract amount, based upon the contract price submitted by the protestor. If no contract price was submitted, FSDB shall provide the estimated contract amount to the protestor within 72 hours (excluding Saturdays, Sundays, and state holidays) after the notice of protest has been filed. The estimated contract amount is not subject to protest pursuant to §120.57(3), F.S. The bond shall be conditioned upon the payment of all costs and charges that are adjudged against the protestor in the administrative hearing in which action is brought and in any subsequent appellate court proceeding. **FAILURE TO FILE THE PROPER BOND AT THE TIME OF FILING THE FORMAL PROTEST WILL RESULT IN A REJECTION OF THE PROTEST.** In lieu of a bond, FSDB may accept a cashier's check, official bank check, or money order in the amount of the bond.

2.3.7 Filing a Protest

A notice of protest, formal protest, and bond are "filed", when received by the contact person listed herein. Filing may be achieved by hand-delivery, courier, U.S. Mail or facsimile transfer. Filing by email will not be accepted. All methods of delivery or transmittal to FSDB's contact person shall remain the responsibility of the protestor and the risk of non-receipt or delayed receipt shall be upon the protestor. **FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN §120.57(3), F.S., OR FAILURE TO POST THE BOND OR OTHER SECURITY REQUIRED BY LAW WITHIN THE TIME ALLOWED FOR FILING A BOND SHALL CONSTITUTE A WAIVER OF PROCEEDINGS UNDER §120, F.S.**

2.4 Limitations on Contacting FSDB Personnel and Others

2.4.1 General Limitation

Prospective Vendors or persons acting on their behalf **may not contact**, between the release of this solicitation and the end of the 72-hour period (Saturdays, Sundays and state holidays excluded), following FSDB's posting of the notice of intended award, **FSDB personnel or any employee or officer of the executive or legislative branch** concerning any aspect of this solicitation, **except in writing to the contact person identified herein** or as provided in this solicitation. Any such contact by an affiliate, a person with a relevant business relationship with a prospective Vendor, or an existing or prospective subcontractor to a prospective Vendor is assumed to be on behalf of a prospective Vendor unless otherwise shown. As part of a response to an FSDB request for additional or clarifying information pursuant to matters regarding potential conflicts of interest, or inspection, or an FSDB investigation, Vendor representatives may communicate directly with other FSDB personnel or consultants identified by the Procurement Manager or Procurement Officer for such purposes. **Violation of the provisions of this section may be grounds for rejecting a reply, if determined by FSDB to be material in nature.**

2.5 Schedule of Events and Deadlines

All times promulgated in the Schedule of Events and Deadlines herein are local times for the Eastern Time zone. Although FSDB may choose to use additional means of publicizing the results of this solicitation, posting on VIP is the only official notice recognized for the purpose of determining timeliness in the event of protest. All promulgated times shall be considered prompt and shall be recorded at the FSDB Campus Police Center Checkpoint on Genoply Street. Reply delivery and arrival for mandatory meetings shall be deemed timely only if such an incident occurs on or before the time promulgated in the Schedule of Events and Deadlines as determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. **Delivering a response or arriving for a mandatory meeting AFTER the time promulgated in the Schedule of Events and Deadlines shall preclude the respondent from participation in the solicitation.** If FSDB misses a Solicitation Event due to unforeseen circumstances, it shall be considered cancelled, and a new schedule will be promulgated as soon as it is possible.

Schedule of Events and Deadlines: DB for Walker Annex Remodel			
ACTIVITY	DATE	TIME (EASTERN)	ADDRESS
Solicitation Promulgated (Advertisement)	5/15/2026		https://vendor.my.floridamarketplace.com/
Question (Procedural) Submission Deadline	5/28/2026	3:00 PM	skaggsc@fsdbk12.org
Answers (Procedural) Issued as Addendum	6/1/2026		https://www.fsdbk12.org/page/purchasing
Advertisement Period Close	6/29/2026		
Request for Qualifications (RFQ) Submission Deadline	6/29/2026	1:45PM	207 San Marco Ave. Attn: Purchasing, St. Augustine, FL 32084
Qualification Opening & Review*	6/29/2026	2:00PM	207 San Marco Ave. St. Augustine, FL 32084
RFQ Committee Evaluations Due	7/2/2026	12:00PM	
Shortlist of top 3–5 Qualified DB teams posted	7/2/2026		
Invitation to Mandatory Site Visit Meeting	7/16/2026		
RFP Posted for Shortlisted DB Teams	7/23/2026		
DCP Released to Shortlisted DB Teams	8/3/2026		
Mandatory Site Visit/Electronic DCP Distributed*	8/7/2026	10:00AM SHARP	Respondents MUST check in prior to the start of the meeting at the FSDB Campus Police Center Checkpoint on Genoply Street where direction as to the actual meeting location will be provided.
Questions (non-procedural) Submission Deadline	8/14/2026	3:00 PM	skaggsc@fsdbk12.org
Answers (non-procedural) Issued as Addendum	8/18/2026		https://www.fsdbk12.org/page/purchasing
DB Team Proposal Submission Deadline	8/28/2026	2:00 PM	207 San Marco Ave. Attn: Purchasing, St. Augustine, FL 32084
Interview/Presentations	9/1/2026	TBA	207 San Marco Ave. St. Augustine, FL 32084
RFP Committee Evaluations Due*	9/2/2026	3:00PM	
Results Notification**	9/3/2026		https://www.fsdbk12.org/page/purchasing
Intent to Award Advertisement Open	9/3/2026		https://vendor.my.floridamarketplace.com/
Intent to Award Advertisement Close	9/9/2026		
* Committee Attendance Required ; **Committee must remain available until results are published; ***Or date of execution, whichever is later			

2.6 Mandatory Pre-Response Meeting

This Solicitation will require a Mandatory Pre-Response Meeting for the Shortlisted Vendors only. The purpose of the Mandatory Pre-Response Meeting is to review the solicitation with interested Vendors so that areas of misunderstanding or ambiguity are clarified and if necessary to visit the work site. If required, respondents wishing to submit a response shall attend a mandatory pre-response conference on the date and time specified in the **Schedule of Events and Deadlines**. Failure to attend, or **arriving late** to, a specified mandatory conference will preclude respondent from submitting a response. Subcontractors are welcome to attend, but their attendance is not mandatory. **Respondents MUST check in prior to the start of the meeting at the FSDB Campus Police Center Checkpoint on Genoply Street where directions to the actual meeting location will be provided. For all questions or disputes regarding arrival for the Mandatory Meeting, the respondents' time of arrival for meeting attendance shall be determined by the time of check-in at the FSDB Campus Police Center Checkpoint on Genoply Street. Respondents with an arrival time after the indicated start time will not be able to participate in this solicitation – there will be no exceptions.**

2.7 Written Questions

Prospective Vendor questions will only be accepted if submitted in writing to the Procurement Officer via electronic mail, U.S. Mail, or other delivery service, and received on or before the date and time specified in the **Schedule of Events and Deadlines**. **No questions will be accepted by facsimile or telephone or after the specified deadline.**

FSDB will only respond to procedural questions directly and as received. Such questions should only be submitted after reading the entire Solicitation Document as **Respondents are responsible for being aware of the contents of this solicitation** and the answer to the question may be in the document. All other questions will be collected, and answers will be published in writing on or before the date and time specified in the **Schedule of Events and Deadlines** by addenda pursuant to §287.057(2), F.S. and through electronic posting on FSDB's website and/or VIP.

Potential respondents shall not contact any other employee of FSDB or the State for information with respect to this solicitation. **Each respondent is responsible for monitoring FSDB's website and/or VIP for new or changing information.** FSDB shall not be bound by any verbal information or by any written information that is not contained within the solicitation documents or formally noticed and issued by FSDB's Procurement Officer or Procurement Manager. Questions submitted to FSDB shall not constitute formal protest of the specifications or of the solicitation.

2.8 Receipt of Replies

2.8.1 Reply Deadline

Replies must be received by FSDB no later than the date and time and at the address provided in the **Schedule of Events and Deadlines**. Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Vendor and the risk of non-receipt or delayed receipt shall be exclusively the risk of the prospective Vendor.

2.8.2 Binding Replies

By submitting a reply, each Vendor agrees that its reply shall remain a valid offer for at least 60 days after the reply opening date and that, in the event the contract award is delayed by appeal or protest, such 60-day period is extended until entry of a final order in response to such appeal or protest. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

2.8.3 Bid Bond

A bid bond or equivalent security **is not** required in order to submit a reply to this RFQ solicitation.

2.8.4 Payment and Performance Bond

A payment and performance bond **is not** required for this contract and submission of evidence of the Vendor's ability to do so **is not** required in order to submit a reply to this RFQ solicitation. A Payment and Performance Bond WILL be required as part of the contract execution process with the Awarded Respondent. Details as to the submission of requirements and timetable for submission will be part of the contract negotiation process.

2.8.5 Changes to Replies After Submission Prohibited

Once the reply opening deadline has passed, no changes, modifications, or additions to the reply submitted will be accepted by or be binding upon FSDB unless and until FSDB initiates negotiations or requests supplemental replies. FSDB reserves the right to identify and correct minor irregularities as provided herein but is under no obligation to do so.

2.8.6 Receipt Statement

Replies that are not received at the specified address, by the specified date and time, or not marked as instructed will be rejected and will not be opened or returned by FSDB but will be retained for use in the event of a dispute.

2.9 Oral Presentations

FSDB reserves the right to schedule oral presentations by finalists submitting proposals as part of the second phase of the evaluation process. **Oral presentations by Respondents are not open to the public pursuant to the exemption provided by §286.0113, F.S.**

2.10 Request to Withdraw Reply

A written request to withdraw a reply, signed by the Vendor, may be considered if received by FSDB within 72 hours after the reply opening date and time as specified in the **Schedule of Events and Deadlines** above. A request received in accordance with this provision may be granted by FSDB upon proof of the impossibility of performing based upon an obvious Vendor error.

2.11 Cost of Preparation of Reply

By submitting a reply, a Vendor agrees that FSDB is not liable for any costs incurred by the Vendor in responding to this solicitation.

2.12 Terms and Conditions

FSDB 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, may be grounds for rejecting a response.

2.13 Conflict of Interest

This solicitation is subject to §112, F.S. Respondents shall disclose with their response the name of any officer, director, employee or other agent who is also an employee of the State. Respondents shall also disclose the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the respondent or its affiliates.

2.14 Convicted Vendors

A person or affiliate placed on the convicted vendor list following a conviction for a public entity crime is prohibited from doing any of the following for a period of 36 months from the date of being placed on the convicted vendor list:

- Submitting a bid/proposal on a contract to provide any goods or services to a public entity;
- Submitting a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submitting bids on leases of real property to a public entity;
- Awarded or performing work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and
- Transacting business with any public entity in excess of the CATEGORY TWO threshold amount (\$35,000) provided in §287.017, F.S.

2.15 Discriminatory Vendors

An entity or affiliate placed on the discriminatory vendor list pursuant to §287.134, F.S. may not:

- Submit a bid/proposal on a contract to provide any goods or services to a public entity;
- Submit a bid/proposal on a contract with a public entity for the construction or repair of a public building or public work;
- Submit a bid/proposal on leases of real property to a public entity;
- Be awarded or perform work as a contractor, supplier, sub-contractor, or consultant under a contract with any public entity; or
- Transact business with any public entity.

2.16 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 a written explanation).

- The respondent is not currently under suspension or debarment by the State or any other 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, including a claim by the State 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; 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 FSDB in writing of all convictions of the firm, its affiliates (as defined in §287.133(1)(a), F.S.), and all directors, officers, and employees of the firm and its affiliates for violation of 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, or local government contracts terminated for cause or default.
- The product offered by the respondent will conform to the specifications without exception.
- The respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.
- 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 FSDB.
- 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 FSDB and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the respondent's preparation of its response.
- All information provided by, and representations made by, the respondent are material and important and will be relied upon by FSDB in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from FSDB of the true facts relating to submission of the response. A misrepresentation shall be punishable under law, including, but not limited to, §817, F.S.

2.17 Brand/Manufacturer's Names, Standards of Quality, and Approved Equivalents

Unless otherwise specified, any manufacturers' names, trade names, brand names, descriptions, information or catalog numbers listed in these specifications are descriptive, not restrictive and are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated and the Contractor may provide any product that meets or exceeds the applicable specifications.

When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document and demonstrate the equivalence claim including appropriate catalog materials, literature, specifications, test data, etc. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence. FSDB shall determine in its sole discretion whether a product is acceptable as an equivalent.

In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.

The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charge.

2.18 Performance Qualifications

FSDB 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 at all times during the Contract term remain responsive and responsible. In determining Respondent's responsibility as a vendor, FSDB shall consider all information or evidence which is gathered or comes to the attention of FSDB which demonstrates the Respondent's capability to fully satisfy the requirements of the solicitation and the contract.

Respondent must be prepared, if requested by FSDB, to present evidence of experience, ability, and financial standing, as well as a statement as to plant, machinery, and capacity of the respondent for the production, distribution, and servicing of the product bid. If FSDB determines that the conditions of the solicitation documents are not complied with, or that the product proposed to be furnished does not meet the specified requirements, or that the qualifications, financial standing, or facilities are not satisfactory, or that performance is untimely, FSDB may reject the response or terminate the Contract. Respondent may be disqualified from receiving awards if respondent, or anyone in respondent's employment, has previously failed to perform satisfactorily in connection with public bidding or contracts. This paragraph shall not mean or imply that it is obligatory upon FSDB to make an investigation either before or after award of the Contract, but should FSDB elect to do so, respondent is not relieved from fulfilling all Contract requirements.

2.19 Public Opening & Postponements

Responses shall be opened on the date and time as specified in the **Schedule of Events and Deadlines**. Respondents may attend but are not required to attend. FSDB may choose not to announce prices or release other materials pursuant to §119.071(1)(b), F.S. A scheduled opening will be considered postponed when an emergency or unanticipated events that interrupt normal governmental processes so that the conduct of bid opening as scheduled is impractical. In such cases, an announcement of the rescheduled opening shall be publicly posted on the first workday on which normal Government processes resume. Any person with a qualified disability requiring special accommodation at the pre-submission conference and/or response opening shall contact the Purchasing Director at (904) 827-2356 at least ten (10) working days prior to the event. If you are hearing or speech impaired, please contact this office by e-mail at whitwamk@fsdbk12.org or by using the Florida Relay Services which can be reached at 1-800-955-8771 (TDD). For a prompt and timely response to the request for special accommodation, e-mail the Director of Purchasing at whitwamk@fsdbk12.org.

2.20 Notifications and Advertisements

Notification and advertisement conducted pursuant to §255.0525, F.S. and §60A-1.021, F.A.C., shall include the FSDB Solicitation website, [Purchasing | FSDB](#), and may include but not be limited to the Florida Administrative Register (FAR), VIP, and additional notifications and advertisements at the discretion of FSDB or as required by law. FSDB shall electronically post notices and awards on the date(s) indicated on the **Schedule of Deadlines and Events**, or before. If the notice of award is delayed, in lieu of posting the notice of intended award FSDB shall post a notice of the delay and a revised date for posting the notice of intended award. FSDB shall not provide tabulations or notices of award by telephone. **Respondents are responsible for checking FSDB's Solicitation webpage, [Purchasing | FSDB](#), and/or VIP for updated information.**

2.21 Firm Response

FSDB may make an award within sixty (60) 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 sixty (60) days, the response shall remain firm until either FSDB awards the Contract or FSDB receives from the respondent written notice that the response is withdrawn. Any response that expresses a shorter duration may, in FSDB's sole discretion, be accepted or rejected.

2.22 Contract Formation

FSDB shall issue a notice of award, if any, to successful respondent(s), however, no contract shall be formed between respondent and FSDB until FSDB signs the Contract. FSDB 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.

2.23 Contract Overlap

Respondents shall identify any products covered by this solicitation that they are currently authorized to furnish under any state term contract. By entering into the Contract, a Contractor authorizes FSDB to eliminate duplication between agreements in the manner FSDB deems to be in its best interest.

2.24 Truth-In-Negotiation

The successful firm will be required to execute a Truth-In-Negotiation Certificate pursuant to §287.055, F.S.

2.25 No Discrimination

The successful firm shall not discriminate against any person in accordance with federal, state, or local law.

2.26 FSDB's Reserved Rights

2.26.1 Withdrawal of solicitation

FSDB reserves the right to withdraw the solicitation at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor.

2.26.2 Rejection of All Replies

FSDB reserves the right to reject any or all response(s) or separable portions thereof not submitted in the manner specified by the solicitation documents or under any of the circumstances prescribed in §60D-5.0071, F.A.C., at any time, including after an award is made when doing so would be in the best interest of the State of Florida, and by doing so assumes no liability to any Vendor; and to negotiate the contract in accordance with §60D-5.008 and §60D-5.0091, F.A.C., if the low qualified bid exceeds the project budget.

2.26.3 Right to Inspect, Investigate, and Rely on Information

In ranking replies for selection or negotiation and in making a final selection, FSDB reserves the right to inspect a vendor's facility and operations, to investigate any vendor representations, and to rely on information about a vendor in FSDB's records or known to its personnel.

2.26.4 Clarifications/ Revisions

Before award, FSDB 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.

2.26.5 Minor Irregularities, Material Variance, and Right to Reject

There is a large body of case law as to what constitutes a minor irregularity versus a material variance from specifications, but generally, a material variation is one which (1) affects the price of the bid; (2) gives the bidder an advantage or benefit not enjoyed by other bidders; or (3) adversely impacts the interests of the procuring Agency. *Intercontinental Properties, Inc. v. HRS*, 606 So. 2d 380 (Fla. 3d DCA 1992).

Material deviations or changes include those that involve fraud or misconduct, or that provide a bidder with an unacceptable or material competitive advantage. See *Liberty City v. Asphalt & Concrete*, 421 So. 2d 505 (Fla. 1982).

In general, the test for measuring whether a deviation in a bid is sufficiently material to destroy its competitive character is whether it affects the amount of the bid by giving the Respondent an advantage not enjoyed by other bidders. *Harry Pepper and Associates, Inc. v. City of Cape Coral*, 352 So. 2d 1190 (Fla. 2d DCA 1977).

In contrast, minor irregularities have included such matters as the submission of a cashier's check instead of a bid bond, the failure to submit written evidence that agent signing of the owner had authority, and the failure to include a form listing DBE subcontractors, at least where there is an allegation that the form was enclosed but later misplaced. See, e.g., *Intercontinental Properties; Asphalt Pavers v. DOT*, 602 So. 2d 558 (Fla. 1st DCA 1992).

Often solicitation documents will specifically list "Mandatory Criteria" or "Fatal Criteria". When included, this listing is not exhaustive of required items. The bid or proposal may still be fatally defective if the bidder or proposer is otherwise not responsive to information and criteria specified anywhere in the Solicitation and the omission meets the test of a material variance from the specification requirements as discussed above.

To be responsive, a bid or proposal must conform in all “material” respects to the solicitation. FSDB reserves its rights promulgated in Statute or Rule including §287.012(25), FS, §60D-5.0071, F.A.C., §60D-5.008, F.A.C., and §60D-5.0091, F.A.C., to include the right to accept or reject any and all bids, or separable portions thereof at any time, including after an award is made and to waive any minor irregularity, technicality, or omission if FSDB determines that doing so will serve the State’s best interests. A minor irregularity is a variation from the terms and conditions of this solicitation which does not affect the price of the reply or give the Vendor a substantial advantage over other Vendors and thereby restrict or stifle competition and does not adversely impact the interest of FSDB. At its option, FSDB may correct minor irregularities, calculations, or typographical errors but is under no obligation to do so. When correcting minor irregularities, FSDB may request the Vendor provide clarifying information or additional materials to correct the minor irregularity. However, FSDB will not request and the Vendor shall not provide additional materials that affect the price of the proposal or give the Vendor an advantage or benefit not enjoyed by other Vendors.

2.26.6 Reserved Rights After Notice of Award

FSDB reserves the right, after posting notice thereof, to withdraw or amend its Notice of Award at any time prior to execution of a contract.

2.26.7 Right to Solicit Best and Final Offers (BAFO)

FSDB reserves the right to choose to ask for Best and Final Offers (BAFO) in this solicitation. If this option is exercised by FSDB, your response will be used to complete the evaluation process and determine the best proposal. Before awarding the contract associated with this solicitation, the evaluation committee will evaluate the submissions and re-score the responses as applicable. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.

A request for the submission of a BAFO is only an invitation to participate further in the Solicitation process; it does not convey or imply anything more and is not intended to be a binding commitment to contract, nor will FSDB be obligated in any manner until a formal written contract has been executed.

BAFO refers to a multi-stage procurement process, in which FSDB invites Bidders/Proposers that have submitted substantially responsive Bids/Proposals to submit their Best and Final Offer.

BAFO is appropriate when the procurement process may benefit from Bidders/Proposers having a final opportunity to improve their Bid/Proposal, including by reducing prices, clarifying or modifying their Bid/Proposal, or providing additional information. It is normally particularly effective when markets are known to be highly competitive and there is strong competitive tension between Bidders/Proposers.

The objectives of BAFO are to:

- Increase understanding by Bidders/Proposers of FSDB’s requirements;
- Enhance competition amongst Bidders/Proposers who have made a Bid/Proposal submission;
- Create competitive tension amongst highly motivated Bidders/Proposers, which means the procurement process can be concluded quicker as Bidders/Proposers may be more willing to accept a higher risk profile to win the contract;
- Encourage creative or innovative solutions and allowing for different options for delivery to be considered;
- Expose potential risks such as technical shortfalls or depth of competencies;
- Develop contract management objectives and performance metrics to address inherent areas of risk; and
- To allow Bidders/Proposers to adjust their Bids/Proposals for new market conditions and to update their submissions around the edges for new technologies and practices.

2.26.7.1 Procedures for the use of the BAFO process.

- A. The evaluation committee determines if the BAFO process will be conducted and who will receive the solicitation.
- B. The evaluation committee may restrict the number of proposers invited to submit a BAFO or may offer the option to all proposers.
- C. BAFOs may be conducted with only those proposers most likely to be awarded a contract. Any proposer(s) deemed not likely to be awarded may be dropped at this point and noted in the documentation. These proposal(s) will not figure into the scoring thereafter.
- D. In order to develop content of the best and final offer, the purchasing lead may collect questions about the proposals from the evaluation committee.
- E. The content of the best and final offer may also be developed as a result of negotiations with the proposer(s) most likely to be awarded a contract.
- F. The evaluation committee may request that the proposer(s) readdress important aspects of the proposal such as the implementation schedule, level of support, type or amount of resources proposed, contract terms and conditions and/or cost.
- G. The purchasing lead will send out the request for BAFOs in a letter stating the areas to be covered and the date and time in which the BAFO must be returned.

- H. All communication to and from proposers regarding the best and final offer will be coordinated by the purchasing lead.
- I. All responses to a BAFO must be returned to the purchasing lead.
- J. BAFOs submitted after the deadline may not be accepted. Only the original and that proposer's most recently submitted response may be used.

2.26.7.2 Content and structure of best and final offers.

- A. Best and final offers must contain specific information on what is being requested. Enhanced core components of the solicitation may be solicited; however, the integrity of the scope of the original solicitation must be maintained. Proposers may be asked to provide additional clarification to specific sections of their response, and to rework their proposal content or cost proposal.
- B. Best and final offers must include submission requirements with timelines.
- C. Best and final offers must contain information on how the offers will be evaluated and the process that will be used to determine the successful proposer(s). The evaluation committee will evaluate the submissions of BAFOs and rescore the original response based entirely on the content of the BAFO submission.
- D. Proposers are not required to submit a BAFO and may submit a written response stating that their response remains as originally submitted.
- E. The best and final offer may not identify either the current rank of any of the proposers or the lowest costs currently proposed.
- F. Proposer(s) may be requested to make an oral presentation regarding their BAFO. The evaluation committee will have full discretion to accept or reject any information submitted in a BAFO.
- G. The purchasing lead may elect to issue a best and final offer for cost only to the proposer(s) selected for award by the evaluation committee.

2.26.7.3 Scoring of BAFOs.

- A. Evaluation committee members score or rescore the technical portion of the BAFO.
- B. Evaluation score sheets for the BAFOs will be developed and provided to the evaluation committee members by the purchasing lead. All scoring worksheets (original evaluation scores, oral presentation scores, best and final scores) must be retained for inclusion in the procurement file. Scores for the BAFOs are entered into a new score sheet/summary worksheet by the purchasing lead.
- C. Cost proposals (if requested) are re-scored by the purchasing lead or designee. Only the revised cost proposals from the proposer(s) asked to participate in the BAFO process will be used to calculate the cost proposal score.

2.26.8 Other Reserved Rights

FSDB reserves all rights as provided by law, rule, or regulation, and as may be described elsewhere in this solicitation.

SECTION 3 – THE SELECTION METHODOLOGY

The Design Build process is divided into two phases: the Qualification Evaluation Phase and the Interview/Negotiation Phase. All submissions meeting the RFQ mandatory requirements will be evaluated as described below. During the Qualification Evaluation Phase, a shortlist of the Respondents will be created based on **qualifications criteria ONLY**. The shortlist will be posted on FSDB's website and VIP. Failure to file a protest within the time prescribed in §120.57(3), F.S., shall constitute a waiver of proceedings under Chapter 120, F.S. FSDB reserves the right, after posting notice thereof, to expand the shortlist to include additional responsive Respondents, if it determines that to do so would be in the best interest of FSDB. A Respondent will be deemed responsive unless determined to be non-responsive as defined in this document.

In the Interview/Negotiations Phase, FSDB will request mandatory site visits, oral presentations, supplemental and/or revised replies, and final offers based on the negotiations. Following evaluation committee selection, FSDB will post a Notice of Intended Award, identifying the Respondent that will be selected to begin negotiations as the Design-Builder for the Walker Annex Remodel project in accordance with the CCNA guidelines.

3.1 Selection Procedures & Mandatory Requirements

- 3.1.1 Each submission will be fully evaluated. FSDB, at its sole discretion, will determine whether Respondents have the basic qualifications and experience and/or meet the evaluation criteria. FSDB may reject the submission of any Respondent who is determined to be non-responsive. The failure of a Respondent to promptly supply information may be grounds for a determination of "non-responsive".
- 3.1.2 An evaluation team of FSDB staff will meet and review the material submitted in response to this request. The evaluation team will evaluate the information provided and will rate each firm/submission separately according to the factors set forth below and ranked according to the total number of points the individual proposal earned, based on the stated maximum point allowance per factor.

- 3.1.3 It will be the intent of the grading system and evaluation criteria to view each statement in terms of content, not appearance. The firm will be selected on the basis of demonstrated competence and qualifications to perform the services and not through competitive bidding procedures. Any selection made under this solicitation shall be made to the Respondent who provides the best response to the RFQ based on the evaluation criteria found in this solicitation. Should any evaluating factor change prior to selection, the Respondent shall promptly notify FSDB of such change.
- 3.1.4 Sealed Mandatory Checklist Form: The Procurement Officer and Procurement Manager will prepare the Sealed Mandatory Response Form. In preparing the Sealed Mandatory Response Form, the Procurement Officer and Procurement Manager will list each applicant in alphabetical order and review each response for completeness and compliance with the instructions stated in the public announcement and the criteria established in FSDB solicitation package.
- 3.1.5 Mandatory Requirements Checklist Form: The Procurement Officer and Procurement Manager will open and record the responses at the appointed time and qualify each by examination. Utilizing the Mandatory Requirements Checklist Form, the responses will be examined to ensure they are complete, accurate, and conform to the guidelines established in this solicitation document.
- 3.1.6 A Vendor must comply with the Sealed Mandatory and Mandatory Requirements Checklists in order to be considered for selection under this solicitation. A reply that fails to meet the Mandatory Requirements will be deemed non-responsive and will not be evaluated.
- 3.1.7 An initial determination that a reply meets the Sealed Mandatory and Mandatory Requirements Checklists does not preclude a subsequent determination of non-responsiveness.

3.2 Evaluation Methodology for Ranking and Shortlisting

Only responses that meet the mandatory requirements of this RFQ will be considered by FSDB. Responses will be independently evaluated by an evaluation team ("Evaluation Team") on the basis of written responses to this RFQ and additional written information as requested. Responses will be evaluated in three steps as follows:

- ✓ Step 1 – Evaluation of Mandatory Requirements of Responses and Pre-qualifying of Firms
- ✓ Step 2 – Ranking of Respondents for Shortlist Invitation for Oral Presentations
- ✓ Step 3 – Ranking of Respondents for Negotiation

FSDB reserves the right to determine which responses meet the mandatory requirements of this RFQ, and whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature; the right to accept responses which deviated in minor or technical fashion is also reserved. The outcome of the evaluations may, at FSDB's sole discretion, result in (a) notice to a Proposer(s) of selection for tentative contract negotiation and possible award; or (b) further steps to gather more information for further evaluation. This often means notice of placement on an interview list with time and date of the interview. The evaluation process may be canceled if FSDB determines it is in the public interest to do so.

3.2.1 No Fee Schedule

Cost will **NOT** be evaluated as part of the evaluation process. Cost will be negotiated after a Firm is selected from the shortlisted vendors. A Preliminary Salary and Fee Schedule for any Firm selected for contract negotiations must be submitted within five (5) days of the Firm's notification of selection.

3.2.2 Step 1 – Evaluation of Mandatory Requirements of Responses and Pre-Qualifying of Firms

The evaluation process will begin with a review of the mandatory requirements as set forth in this RFQ. The responses will be evaluated to ensure that they were received before the deadline, are complete, accurate, and conform to the guidelines established in this RFQ document. A rating will be assigned as "Yes" or "No" for meeting the mandatory requirements checklists. A "No" response indicates disqualification for further consideration. A Vendor must comply with all mandatory requirements in order to be considered eligible to proceed to Step 2 under this solicitation.

3.2.2.1 An initial determination that a reply meets the mandatory requirement checklists does not preclude a subsequent determination of non-responsiveness.

3.2.2.2 All replies that meet the mandatory requirement checklists and are determined to be otherwise responsive will be evaluated. FSDB's evaluators will evaluate each reply in accordance with the criteria and methodology provided in the attached Rating & Evaluation Sheet as described below. FSDB reserves the right to change the evaluators in its sole discretion. Responsive Respondents will be independently evaluated by each member of the Evaluation Team. Points are not cumulative from Phase One to Phase Two. Points will be awarded in the following areas for a maximum total of **85 points** for Phase One:

3.2.2.3 Current Workload**Max Score: 5**

The current workload of the Respondent firm will be objectively rated utilizing 100% of the fees for current work in design and in construction (excluding fees to proposed outside consultants). Total fees are then divided by that sum by the number of professional and technical personnel on the staff (when considering firms with more than one office, only staff from where the work is to be performed will be considered). Rating is objective and awards a **maximum rating of 5**, based on the dollar amount per person as follows:

Current Workload	
Current Workload/Professional & Technical Staff	
(Current Workload PP = PQS 4/4.A)	Points
\$0 - \$150,000.00	5
\$150,001.00 - \$225,000.00	3
\$225,001.00 - \$300,000.00	1
Above \$300,000.00	0

3.2.2.4 Volume of FSDB and Other Agency Work**Max Score: 5**

The current volume of the fees for current work in design and in construction (exclude fees to proposed outside consultants) for FSDB and other Agency work. Divide that sum by the number of professional and technical personnel on the staff. When considering firms with more than one office, only consider the office where the work is to be performed. Rating is objective and awards a **maximum rating of 5**, based on the dollar amount per person as follows:

Volume of FSDB and Other State Agency Work	
FSDB & Other State Agency Fee Volume	
PQS 5.A / 4.A	Points
\$0-\$1,000,000.00	5
\$1,000,001.00 - \$2,000,000.00	3
\$2,000,001.00 - \$3,000,000.00	1
Above \$3,000,000.00	0

3.2.2.5 Location**Max Score: 5**

The proximity of the applicant (applicants with multiple offices shall list the office where the work will be performed) in relation to FSDB, based on the submitted Google Map (Tab 1, section 4.4.2.6). The Location Rating is objective and a **grading range of 0-5 is used** based on the indicated distance as follows:

Location					
Distance in Miles					
From	To	Score	From	To	Score
0	30	5	>70	90	2
>30	50	4	>90	110	1
>50	70	3	>110		0

3.2.2.6 Minority and/or Veteran's Business Enterprises (MBE/VBE):**Max Score: 10**

It is the practice of Florida School for the Deaf and the Blind to encourage the maximum participation of Minority Business Enterprises (MBE) and/or Veteran's (VBE) Business Enterprises in its contract awards, based upon availability. Provide a letter and appropriate supporting documentation of MBE and/or VBE participation (Tab 2, Appendix D). An objective evaluation will be conducted and a **maximum rating of 10** will be awarded based on the following:

RATING	MBE/VBE PARTICIPATION
5	State of Florida Certified MBE business (submit supporting certification documentation*)
4	Eligible for Florida MBE certification, but not certified (submit supporting affidavit*)
3	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting affidavit*)
2	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting affidavit*)
1	Ineligible firm with one MBE certified sub-consultant firms contracted (submit supporting affidavit*)
5	State of Florida Certified VBE business (submit supporting certification documentation*)
4	Eligible for Florida VBE certification, but not certified (submit supporting affidavit*)
3	Ineligible firm with three VBE certified sub-consultant firms contracted (submit supporting affidavit*)
2	Ineligible firm with two VBE certified sub-consultant firms contracted (submit supporting affidavit*)
1	Ineligible firm with one VBE certified sub-consultant firms contracted (submit supporting affidavit*)
0	Ineligible firm or insufficient/no documentation submitted or no selection made herein

Regardless of rating, the firm selected to provide services shall be required to make all efforts reasonably necessary to ensure that Minority-Owned and Veteran-Owned Business Enterprises have a full and fair opportunity to compete for performance on projects. The Contractor shall not discriminate on the basis of race, ethnicity, national origin or gender in the award and performance of work under this contract.

3.2.2.7 Current and Past Business with State and Local Agencies

Max Score: 15

Evaluations will be based on business with state and local agencies for the past five years. Information about the contracts is enumerated in Tab 3, section 4.4.4.1 and is to be included under Tab 3. Past performance data on file with FSDB will be considered only for the past three years as of July 1 of the current year. Members of the Committee may take into consideration their own personal knowledge of a firm's past performance, but this must be documented in the selection file.

3.2.2.8 Qualifications and Experience (D/B Team)

Max Score: 15

Major consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity. The relative experience of all professionals proposed for use on the team in the planning, design and administration of the project, the abilities and qualifications of the applicant and proposed staff as related to the project's specific requirements, their ability to accomplish the project, and their experience having worked together as a team on prior projects. Submit experience narrative under Tab 3, section 4.4.4.2.

List the projects that best illustrate the experience of the firm and current staff that are being assigned to this project. (*List no more than 10 projects, and do not list projects completed more than 5 years ago.*)

- a) Name and location of the project
- b) The nature of the firm's responsibility on this project
- c) Project owner's representative name, address and phone number
- d) Project user agency's representative's name, address, and phone number
- e) Date project was completed or is anticipated to be completed
- f) Size of project (gross sq. ft. of construction)
- g) Cost of project (construction cost)
- h) Work for which the staff is responsible
- i) Present status of this project
- j) Project Manager and other key professionals involved with listed projects, and who of those staff that would be assigned to this project

3.2.2.9 Financial Capability

Max Score: 15

The Construction Entity of the Design-Build Team must submit audited financial statements indicating the organization's financial capability and must demonstrate that adequate fixed and liquid assets and equipment are available to properly perform the contract and to ensure financial stability through to the completion of the project. The financial capability should also include the bonding capacity of the firm (See Appendix H; The firm will be required to bond on the GMP amount). Financial statements may be submitted in a separate envelope and marked 'Confidential' for exclusion from public records. Financial Capability will be subjectively evaluated utilizing a **grading range of 0-15**.

3.2.2.10 Ability to Perform Contract Requirements

Max Score: 15

Outline the firm's personnel who would work with FSDB. The response should address the following and be submitted under Tab 3, section 4.4.4.3:

- Extent of principal involvement
- Names of key members who will be performing the work for designated projects and their responsibilities
- Qualifications and relevant individual experience
- Project manager's experience with similar projects
- Capability to perform the work for the duration of the project

3.2.3 Step 2 – Ranking of Responses for Shortlist Invitation for Oral Presentations

After evaluating all qualified replies in Step 1, the Evaluation committee will select the top three to five firms to be invited to the Mandatory Site Visit where the RFP and Design Criteria Package (DCP) for the project will be released. The firms will also be invited to present their proposals before the Evaluation Committee in person in order to be considered for contract negotiations. **Scheduled interview times will be posted in the FSDB Website DropBox in accordance with the Schedule of Events and Deadlines.**

Points are NOT cumulative from Step 1 to Step 2; each shortlisted firm starts over in the scoring matrix. The firm with highest point total in this phase will be selected for contract negotiations as the Design-Builder for the Walker Annex Remodel Project.

In the RFP solicitation package, all further requirements and evaluation methodology will be detailed.

3.2.4 Step 3 – Ranking of Respondents for Negotiation

3.2.4.1 Scoring by Evaluators

Scoring for the ranking of Respondents for negotiation, Phase 2 of the process will be completed by the FSDB evaluation committee after the oral presentations from the shortlisted firms. The committee members will evaluate each reply using the criteria and methodology provided in the Rating & Evaluation sheet which will be available in the Request for Proposal (RFP) package released at the Mandatory Pre-response/site visit for the shortlisted firms. For each phase of the process, FSDB reserves the right to change the evaluators at its sole discretion.

3.2.4.2 Ranking by Procurement Manager or Procurement Officer

The Procurement Manager or Procurement Officer will collect the evaluation forms, aggregate the scores, and present the aggregated and individual scores to the Evaluation Committee chair for final verification and selection. This ranking will serve as the recommended ranking of FSDB's evaluators for the contract negotiations.

3.2.4.3 Recommendation of the Procurement Manager or Procurement Officer

After developing the recommended ranking, the Procurement Manager or Procurement Officer will provide to the President or designee a report on replies deemed non-responsive and, as to those deemed responsive, the recommended ranking of the evaluators for the selection of the vendor with whom to enter into contract negotiations.

3.2.4.4 Determination of Ranking

The President or designee will approve a ranking of all Respondents, taking into consideration the recommended ranking by FSDB's evaluators and the report and recommendation of the Procurement Manager or Procurement Officer. No scoring by the President or designee will be required in arriving at this selection. The ranking by the evaluators shall serve as a recommendation only. The President or designee will also make a determination as to whether to deem one or more Respondents ineligible for award due to the qualifications of the Respondent or the quality of the reply.

3.2.4.5 Selection and Posting of Qualified Vendors for Negotiations

Upon approval of the ranking of Respondents selected for contract negotiations by the President or designee, FSDB will post the list with the aggregate scores from Phase 2 on FSDB's website and VIP. Unless otherwise provided in the posting of the ranking of the most-qualified Respondents selected by the President or designee, no presumption of preference or merit in the process or for contract award shall arise from the evaluators' scores, the ranking, or the order of Respondents listed in such posting.

3.3 Final Selection and Notice of Intent to Enter into Negotiations

The final selection and Notice of Intent to Enter into Negotiations will be posted in accordance with the Schedule of Events and Deadlines and upon approval by the President or designee based on the recommendations of the rankings of the firms by the Evaluation Committee.

Rating & Evaluation Sheet

[illegible]

Sealed Mandatory Requirements Checklist

Project: Design Build for Walker Annex Remodel

Vendor: _____

4.1.4 Complete Sealed Reply (Mandatory Requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

- ☐ The package must arrive before the deadline stipulated in the Solicitation Document.
- ☐ 4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and sealed in an appropriate **sealed** container or package.
- ☐ 4.1.4.2 The label provided in this RFQ must be securely affixed to the lower left-hand corner of the outer-most packaging such that it can be observed without breaching any portion of the package.
- ☐ 4.1.4.3 **One (1)** original Reply which **must contain an original signature** of an official who is authorized to bind the Vendor to their reply.
- ☐ 4.1.4.4 **Seven (7)** copies of the Reply.
- ☐ 4.1.4.5 **One (1)** electronic version of the reply, identical to the hard copies formatted as specified herein, and including any required spreadsheets or electronic documents stipulated in the Solicitation Document*.
- ☐ 4.1.4.6 **Reply is complete***. A reply that does not conform to the aforementioned elements will be deemed **INCOMPLETE** and shall not be evaluated.

Certification of Qualification

Signature – Kim Whitwam, Director of Purchasing

Date

Signature – Christine Skaggs, Purchasing Analyst

Date

*** A reply initially marked 'complete' may be deemed incomplete if it does not contain indicated mandatory requirements or if the electronic version is found upon inspection to be non-compliant.**

Mandatory Requirements Checklist

Project: Design Build for Walker Annex Remodel

Vendor: _____

4.4.1. Title Page

- ☐ 4.4.1.1 Name of Solicitation and number: **Design Build for Walker Annex Remodel RFQ-26-104**
- ☐ 4.4.1.2 Vendor's name, address, and federal tax identification number
- ☐ 4.4.1.3 Name, title, address, e-mail address, and telephone number of person who can respond to inquiries regarding the reply
- ☐ 4.4.1.4 Name, title, address, e-mail address, and telephone number of person who will sign a contract, if awarded
- ☐ 4.4.1.5 Narrative about the history of the firm, including date of inception, ownership structure, etc

4.4.2. TAB 1: Required Vendor Registration and Licenses

- ☐ 4.4.2.1 MFMP Registration and Substitute W-9 filing
- ☐ 4.4.2.2 Standard Form 330
- ☐ 4.4.2.3 Professional Qualifications Supplement (PQS)
- ☐ 4.4.2.4 Professional Registration Certificates
- ☐ 4.4.2.5 Corporate Charter Registration
- ☐ 4.4.2.6 Location Map

4.4.3. TAB 2: Required Appendices

- ☐ 4.4.3.1 APPENDIX A – Receipt of Addendum Form
- ☐ 4.4.3.2 APPENDIX B – Identical Tie Bids Statement
- ☐ 4.4.3.3 APPENDIX C – Public Entity Crimes Sworn Statement
- ☐ 4.4.3.4 APPENDIX D – Affidavit of Compliance with Minority & Veteran's Business Participation
- ☐ 4.4.3.5 APPENDIX E – Use of Coercion of Labor for Commodities or Services Statement
- ☐ 4.4.3.6 APPENDIX F – Notice to Contractors
- ☐ 4.4.3.7 APPENDIX G – Professional Qualifications Supplement (*reference only; include under Tab 1, 4.4.2.3*)
- ☐ 4.4.3.8 APPENDIX H – Experience and Financial Questionnaire
- ☐ 4.4.3.9 APPENDIX I – Vendor Certification Form (PUR 7801)

4.4.4. TAB 3: Vendor Qualifications

- ☐ 4.4.4.1 Current and Previous Business with State and Local Agencies
- ☐ 4.4.4.2 Qualifications and Experience
- ☐ 4.4.4.3 Ability to Perform Contract Requirements

Certification of Qualification

Signature – Kim Whitwam, Director of Purchasing

Date

Signature – Christine Skaggs, Purchasing Analyst

Date

SECTION 4 – INSTRUCTIONS FOR RESPONDING

4.1 How to Submit a Reply

4.1.1 Mandatory Reply Deadline

All replies must be received by the Procurement Officer or Procurement Manager by the deadline and at the address set forth in the **Schedule of Events and Deadlines**. The Respondent must choose the appropriate means for delivery and is exclusively responsible for receipt of the reply by the Procurement Officer or Procurement Manager. Time of arrival for hand delivered replies shall be determined by the time of arrival at the FSDB Campus Police Center Checkpoint on Genoply Street. Time of arrival for courier delivered replies shall be the time of receipt in the FSDB Mail Room. **Late replies will not be opened or evaluated.**

4.1.2 Electronic Transmittal of Replies Not Acceptable

Facsimile or electronic transmissions of replies **WILL NOT** be accepted.

4.1.3 Reply Amendments

Any amendments to the reply as originally submitted by the Respondent and not required by FSDB, must comply with the requirements of this section and must be received by the deadline specified in the **Schedule of Events and Deadlines**.

4.1.4 Complete Sealed Reply (Mandatory Requirement)

To be considered 'complete' a reply must meet the following conditions and consist of the following:

4.1.4.1 The original, each copy, and the electronic versions of the reply must be clearly identified and **sealed** in an appropriate **sealed** container or package.

4.1.4.2 The label provided in this RFQ must be securely affixed to the lower left-hand corner of the outermost packaging such that it can be observed without breaching any portion of the package.

4.1.4.3 **One** original Reply which must contain an original signature of an official who is authorized to bind the Vendor to their reply.

4.1.4.4 **Seven** copies of the Reply.

4.1.4.5 **One** electronic version of the reply, identical to the hard copies formatted as specified herein, and any other electronic documents identified in this RFQ (i.e. Spreadsheets, Financials, etc.).

4.1.4.6 A reply that does not meet the aforementioned elements will be deemed **INCOMPLETE** and **shall not be evaluated**.

4.2 Reply Format

4.2.1 Replies to be Thorough

Respondents must provide thorough and specific replies for how they propose to address each of the requirements/specifications. Respondents are advised to consider the evaluation criteria and replies must follow the format described herein.

4.2.2 Reply Clarity Essential

Respondents are advised that FSDB's ability to conduct a thorough review of replies is dependent on the Respondent's ability and willingness to submit replies which are well ordered, detailed, comprehensive, and readable. Clarity of language and adequate, accessible documentation is essential and is the responsibility of the Respondent.

4.2.3 Replies to be Concise

The Reply should be prepared concisely and economically, providing a straightforward description of services to be provided and clearly describing the Respondent's capability to satisfy the requirements of this RFQ. Emphasis should be on completeness and clarity of content. The terms "shall", "will" and "must" used within the RFQ identify items that are required to be submitted as part of the reply. A failure to comply with the submission of the required item may result in the reply being rejected at FSDB's discretion.

4.2.4 Hard Copy Reply Format

Replies must be typed, single-spaced, on 8-1/2" x 11" paper, normal to narrow margins, 12-point type, and portrait orientation. Pages must be numbered in a logical, consistent fashion. Figures, charts and tables should be numbered and referenced by number in the text. The original and each copy of the reply must be bound (**no 3-ring binders**) and the front of each clearly labeled with the following:

4.2.4.1 Title of the Reply;

4.2.4.2 RFQ number;

4.2.4.3 Respondent's name; and

4.2.4.4 Identification of the enclosed document (the original reply must be clearly marked as such and copies identified and numbered as copy #1, copy #2, etc.).

DO NOT ATTACH THIS BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed in Section 4.4 – **in the order listed** therein.

4.2.5 Electronic Copy Format (Mandatory Requirement)

BE SURE TO FOLLOW THESE DIRECTIONS. The required electronic format of the Reply **must** adhere to the following standards:

- The response document shall be a single document containing all of the elements of the printed version – in the same order and in the same format. It shall be an exact electronic replica of the printed document – not a similar representation of it – **do not submit each tab as a separate PDF file on the USB drive**. The electronic submission **must be a single file on a USB Thumb Drive – it must be identical to the submitted printed original in form and structure**.
- The software used to produce the electronic files must result in the provision of an **unprotected** Adobe portable document format (“pdf”), version 6.0 or higher – no password encryption will be accepted. Replies must be able to be opened and viewed by FSDB utilizing Adobe Acrobat, version 9.0. **The electronic copies shall not be password protected** and must be identical to the original reply submitted, including the format, sequence and section headings identified in this solicitation.

The hard copy marked “original” shall take precedence over the electronic version(s) of the reply and all non “original” hard copy versions of the reply in the event of any discrepancy. If a discrepancy is found between the hard copy reply marked “original” and any of the electronic versions submitted, FSDB reserves the right, at its sole discretion, to reject the entire reply. **If the electronic version is found to deviate from the original in any way, this may be grounds for deeming the response INCOMPLETE.**

4.2.6 References to Separately Bound Material

References to any separately bound, supporting materials may be made. Any such references must be clear. Referenced documents must be numbered for ease of use and must be identified as such. References to supporting documents must include the document, page, and paragraph numbers. FSDB’s evaluators will not be responsible for searching for relevant reference material.

4.3 Public Records and Trade Secrets

4.3.1 Replies and Other Submissions Are Property of the State

All materials submitted in reply to this solicitation become the property of the State of Florida and will be a public record subject to the provisions of § 119, F.S. The State of Florida shall have the right to use such ideas or adaptations of those ideas contained in any reply without cost or charge. Selection or rejection of a reply will not affect this right.

4.3.2 Replies and Other Submissions Are Subject to Public Inspection

Unless exempted by law, all public records are subject to public inspection and copying under Florida’s Public Records Law, § 119, F.S. A time-limited exemption from public inspection is provided for the contents of a reply and other submittals pursuant to §119.071(1)(b), F.S. Once that exemption expires, all contents of a reply and other submittals become subject to public inspection unless another exemption applies. Any claim of trade secret exemption for any information contained in a Respondent’s reply or other submittal to this solicitation will be waived upon opening of the reply or other submittal by FSDB, unless the claimed trade secret information is submitted in accordance with this Section. This waiver includes any information included in the Respondent’s reply or other submittal outside of the separately bound document described below.

4.3.3 How to Claim Trade Secret Protection

If the Respondent considers any portion of the documents, data or records submitted in its reply to be trade secret and exempt from public inspection or disclosure pursuant to Florida’s Public Records Law, the Respondent must submit all such information in a separately bound document (or in the case of electronic media, a separate file, with the words “Trade Secret” included in the file name) clearly labeled “Attachment to Reply, solicitation No. – Trade Secret Material”. Appropriate cross-references should be included in nonexempt materials. The first page of the electronic file or hard copy document must explain why the information in the electronic file or hard copy document is a trade secret. This submission must be made no later than the reply submittal deadline. Where such information is part of material already required to be submitted as a separately bound or enclosed portion of the reply, it shall be further segregated and separately bound or enclosed and clearly labeled as set forth above in addition to any other labeling required of the material. If the Vendor considers any portion of a submission made after its reply to be trade secret the Respondent must clearly label the submission as containing trade secret information (or in the case of electronic media, include “Trade Secret” in the relevant file names).

4.3.4 Vendor’s Duty to Respond to Public Records Requests

In response to any notice by FSDB that a public records request received by FSDB encompasses any portion of the separately bound part of the Respondent’s reply or other submissions labeled as “trade secret,” the Respondent shall expeditiously provide FSDB with a redacted version of the document(s) and identify in writing the specific statutes and facts that authorize exemption of the information from the Public Records Law. If different exemptions are claimed to be applicable to different portions of the redacted information, the Respondent shall provide information correlating the nature of the claims to the particular redacted information. The redacted copy must only exclude or obliterate only those exact portions that are claimed confidential or trade secret. If the Respondent fails to promptly submit a redacted copy and justification in response to the notice of a public records request, FSDB is authorized to produce the records sought without any redaction.

4.3.5 FSDB Not Obligated to Defend Vendor Claims

FSDB is not obligated to agree with the Respondent's claim of exemption and, by submitting a reply or other submission, the Respondent agrees to be responsible for defending its claim that each and every portion of the redactions is exempt from inspection and copying under Florida's Public Records Law. Further, the Respondent agrees that it shall protect, defend, and indemnify, including attorneys' fees and costs, FSDB for any and all claims and litigation (including litigation initiated by FSDB) arising from or relating to Respondent's claim that the redacted portions of its reply are confidential, proprietary, trade secret, or otherwise not subject to disclosure or the scope of the Agency's redaction.

4.4 Content and Structure of the Reply

DO NOT ATTACH THIS BID DOCUMENT TO YOUR REPLY. The Reply must contain the elements detailed as follows – *in the order listed, and utilizing the following pages as Document Tabs to organize the data.*

Established herein are certain requirements which must be included as a part of any submitted response. Deviation from, or omission of, such requirement may not by itself cause rejection of a response. The right is reserved to determine which Respondents have met the basic requirements of this RFQ, and to determine whether any deviation from the requirements of the specifications, terms and conditions contained herein is merely minor or technical in nature. Only those Respondents who have met the mandatory requirements of this RFQ will be considered; any Respondent who has not done so will be rejected. The right is reserved to reject any or all RFQ submissions.

Each response should be prepared simply and economically providing a straightforward, concise delineation of Respondent's capabilities to satisfy the requirements of this RFQ. Fancy bindings, colored displays, promotional material, etc. are not desired. Additional information submitted after the response document or separate from the response document will not be considered unless specifically requested by FSDB and then only to the extent requested.

The following pages (4.4.1 through 4.4.5) are to be used as Tab Dividers in the Response.

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4.4.1 Title Page (Mandatory Requirement)

4.4.1.1 Project Name and Solicitation number: **Design Build for Walker Annex Remodel – RFQ-26-104**

4.4.1.2 Respondent's legal name: _____

Physical address: _____

Physical address: _____

Federal tax identification number: _____

4.4.1.3 Person who can respond to inquiries regarding the reply:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.4.1.4 Person who will sign a contract, if awarded:

Name: _____

Title: _____

E-mail address: _____

Telephone number: _____

4.4.1.5 Narrative about the history of the firm, including date of inception, ownership structure, and number of employees:

[INSERT NARRATIVE HERE]

4.4.2 TAB 1: Required Vendor Registration, Qualification Forms, Licensure, and Location Map (Mandatory Requirement)

4.4.2.1 MFMP Registration and Substitute W-9 filing

Each bidder must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP). Attach a copy of the MFMP registration page from VIP.

If a bidder is not registered in VIP, then registration must be completed in advance of contract award. Requirement for bid submission in this stage is proof that the two-part process has been completed. This will include a copy of the registration in VIP and an electronic "Substitute W9" form. Vendor must have a valid W9 status and active registration in VIP before a contract can be executed.

Registration and verification from VIP can be obtained from:

- <https://vendor.myfloridamarketplace.com/>

FSDB does not collect or retain W9 forms - do not submit a hard copy W9 form.

4.4.2.2 Standard Form 330

FSDB will not furnish SF330 forms. This form may be obtained from the website: www.gsa.gov.

4.4.2.3 Professional Qualifications Supplement (PQS)

This form is refined and updated from time to time by FSDB. A copy of the Professional Qualifications Supplement (PQS), OFDC Form 105-E, is shown as Appendix G.

4.4.2.4 Professional Registration Certificates

Each bidder and their subcontractors will be required to submit a copy of their current professional registration certificate(s) and or license as required by Chapter 399, 455, 489 or 633 of the Florida Statutes.

4.4.2.5 Corporate Charter Registration

Each bidder and their subcontractors must be properly registered with the State of Florida, Department of State, Division of Corporation. The reply must include copies of applicable Florida licenses and registrations.

4.4.2.6 Location Map

Google Maps directions from the vendor's main office to "207 San Marco Avenue, St. Augustine, FL 32084" is required to accompany the reply.

[This space intentionally left blank]

4.4.3 TAB 2: Required Vendor Appendices (Mandatory Requirement)

Appendix Documents: The included appendices are to be submitted with the **final** RFQ response (signatures and data must be contained within the provided box for future redaction) and include:

- APPENDIX A – Receipt of Addendum Form
- APPENDIX B – Identical Tie Bids Statement
- APPENDIX C – Public Entity Crimes Sworn Statement
- APPENDIX D – Affidavit of Compliance with Minority and Veteran Business Participation
- APPENDIX E – Use of Coercion of Labor for Commodities or Services Statement
- APPENDIX F – Notice to Contractors
- APPENDIX G – Professional Qualifications Supplement (*reference only; incl under Tab 1, 4.4.2.3*)
- APPENDIX H – Experience and Financial Questionnaire
- APPENDIX I – Vendor Certification Form (PUR 7801)

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APPENDIX A – Receipt of Addendum Form

Acknowledgement is hereby made of receipt of the following Addenda issued during the bidding period:

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDENDA NO. _____ DATED _____

ADDITIONAL ADDENDA:

DURING THE SOLICITATION PROCESS AND PRIOR TO BIDDING, SITE VISITS WERE MADE BY MY FIRM ON THE FOLLOWING DATE(S):

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____
(name of authorized principal)  _____
(Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.



(Notary Public)

My commission expires:

APPENDIX B – Identical Tie Bids Statement

Whenever two or more bids which are equal with respect to price, quality and service are received by Florida School for the Deaf and the Blind for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process (§287.087, F.S.). Established procedures for processing tie bids will be followed if none of the tied contractors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business' policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection 1 (above).
4. In the statement specified in subsection 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid the employee will abide by the terms of the statement and will notify the employer of any conviction of or plea of guilty or nolo contendere to any violations of Chapter 893 or of any controlled substance law of the United States or any state for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on or require satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.
6. Make a good-faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX C – Public Entity Crimes Sworn Statement

STATEMENT PURSUANT TO §287.133(3)(a), F.S., ON PUBLIC ENTITY CRIMES. THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to by _____ (print name and title)
for _____ (print name of entity submitting sworn statement) whose business address
is _____, and whose Federal Employer Identification Number (FEIN) is:

(If the entity has no FEIN, include the Social Security Number of the individual signing this statement)

2. I understand that a “public entity crime” as defined in §287.133(1)(g), F.S., 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 of the United States, including, but not limited to, and 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.
3. I understand that “convicted” or “conviction” as defined in §287.133(1)(b), F.S., means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that an “affiliate” as defined in §287.133(1)(a), F.S., means:
- 1) A predecessor or successor of a person convicted of a public entity crime; or
 - 2) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members and agents who are active in the management of an affiliate. The ownership by one 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 person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a “person” as defined in §287.133(1)(e), F.S., 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.
6. Based on information and belief, the statement which I have **marked** below is true in relation to the entity submitting this sworn statement.

(Indicate which statement applies by check mark.)

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

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

APPENDIX C – Public Entity Crimes Sworn Statement (Continued)

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 §287.017, F.S., FOR CATEGORY TWO (\$35,000) OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

APPENDIX D – Affidavit of Compliance with Minority and Veteran’s Business Enterprise Participation

Comes now _____ as _____ of
(name) (position of authority)

_____ and after being sworn, deposes and states under oath:
(name of firm)

1. I acknowledge my understanding that the policy of Florida School for the Deaf and the Blind is to encourage the maximum participation of Minority and Veteran Business Enterprises (MBE/VBE) in its procurement activities. Accordingly, I affirm that the company I represent holds the MBE/VBE status indicated below:

CHECKBOX	MBE/VBE PARTICIPATION
☐	State of Florida Certified MBE business (submit supporting certification documentation*)
☐	Eligible for Florida MBE certification, but not certified (submit supporting affidavit*)
☐	Ineligible firm with three MBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	Ineligible firm with two MBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	Ineligible firm with one MBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	State of Florida Certified VBE business (submit supporting certification documentation*)
☐	Eligible for Florida VBE certification, but not certified (submit supporting affidavit*)
☐	Ineligible firm with three VBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	Ineligible firm with two VBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	Ineligible firm with one VBE certified sub-consultant firms contracted (submit supporting affidavit*)
☐	Ineligible firm or insufficient/no documentation submitted or no selection made herein

*These must be attached to this form as a condition for points award, otherwise the response will be deemed to not have required documentation to support the classification and a score of -0- will be recorded.

2. Our Firm has also taken additional action to solicit and encourage minority and veteran business participation as follows:

FURTHER AFFIANT SAYETH NOT IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor’s Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX E – Use of Coercion of Labor for Commodities or Services Statement

I acknowledge, by my signature below, that our firm is not on the Forced Labor Vendor list for the State of Florida.

Pursuant to §787.06(13), F.S., our firm does not use coercion to employ any person for labor or services. Furthermore, I acknowledge that, to the best of my knowledge, the commodities being offered to Florida School for the Deaf and Blind as part of this solicitation have not been produced in whole or in part, by forced labor IAW §287.1346, F.S.

If, at any time in the future, our firm does use coercion of labor for commodities or services, we will immediately notify Florida School for the Deaf and the Blind.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

IN WITNESS WHEREOF, the Bidder has hereunto set his/her signature and affixed his/her seal this _____ day of _____, 20____.

BY: _____
(name of authorized principal) (Signature of principal in firm) (firm name)

(Contractor's Florida Department of Business and Professional Regulations license number)

State of _____ County of _____

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX F – Notice to Contractors

If a contract is awarded, the CONTRACTOR acknowledges that:

1. They are aware of the “Badging” requirements stipulated in House Bill 21, passed by the 2013 Florida Legislature and signed by Governor Rick Scott which creates the requirement for a uniform, statewide identification badge to be worn by non-instructional contractors when on school grounds. The badge signifies that the non-instructional contractor has met the screening standards set forth in §1012.467, F.S.
2. They have reviewed the **“FSDB Fieldprint Badging Letter for Unrestricted Contractor Access template 2025”** document found in the FSDB Solicitations DropBox folder accessible from the FSDB website.
3. The required background check will be conducted by a third-party vendor (Fieldprint) and the vendor will require an FSDB specific Form and Code for processing which shall be provided after award.
4. Fieldprint will initiate background checks on all contractors and their staff. No one will be permitted access to the campus until completion of the background check and issuance of an FSDB Identification.
5. Once cleared each individual will be issued an FSDB identification badge. This identification must be displayed by the individual at all times. If any person working on campus fails to display the identification he will be escorted from the campus and not permitted to return.
6. All contractors are required to ensure that people working under their contract have completed the required background check. This requirement applies to any sub-contractor working under general contract.
7. They are required to comply with these requirements **at their own expense**.
8. Failure of the contractor to ensure compliance with the previous requirements may lead to termination of this contract and the possibility of being denied future work at FSDB.

Name of Firm

Authorized Signature

(Print Name and Title)

Date

PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED AUTHORITY, _____ who after being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20____.

(Notary Public)

My commission expires:

END OF DOCUMENT

APPENDIX G: Professional Qualifications Supplement

PURPOSE: This PQS form is to provide information regarding the qualifications of interested firms to undertake a specific Florida School for the Deaf and the Blind Architectural/Engineering project or related professional services being administered by the Florida School for the Deaf and the Blind in accordance with the requirements of Section 287.055, F. S., ("Consultants' Competitive Negotiation Act").

INSTRUCTIONS:

Type accurately; instruction numbers correspond to the numbers on the form; additional pages for any of the numbers may be attached.

- (1) Complete the Project Name as it appears in the Public Announcement as advertised on Vendor Information Portal (VIP).
- (2) Provide the complete Firm Name of the applicant as it appears on the Corporate Seal (if your firm is incorporated), the Federal Employer Identification Number (FEIN), address, telephone, name and e-mail address of contact person. If your firm has two or more office locations, then list the address of the office from which the project(s) will be managed throughout the design and renovation phases.
- (3) For the **APPLICANT (USE THE LEFT COLUMN) and all PROPOSED OUTSIDE CONSULTANTS (USE THE RIGHT COLUMN)**, place an "X" by the service(s) to be provided on the project. Enter the firm's appropriate DBPR license number. *If the firm is a corporation, enter the Florida Corporate Charter Number as issued by the Florida Department of State, Division of Corporations. Use the license number in accordance with the name of the firm as presented on the firm's letterhead. Use individual license numbers only when applicable.
- (4) Accurately list for the APPLICANT'S Firm only (do not include the OUTSIDE CONSULTANT'S portion) the professional fees for projects now known to be in the Design Phase and Construction Phase as of the deadline date for the submittal of this application. Then specify the Florida registered architects and/or engineers, graduate design professionals, designers, technical staff including drafters and CADD that are full time employees of the APPLICANT Firm. In computing the volume per person, divide the total amount of work-in-progress by the number of personnel. Exclude all portions of current work on hold.
- (5) A. Indicate fees from Florida School for the Deaf and the Blind's projects BY the APPLICANT'S Firm only
B. Divide FSDB fees by total REGISTERED full-time personnel
- (6) List projects comparable to this specific project and related experience accomplished by the applicant. Indicate name of project, completion date, location, and a contact person knowledgeable of the project with telephone number and e-mail address, construction budget or estimated cost and actual construction or bid cost.
- (7) Designate the Key Personnel of the proposed team to be used on this project BY the APPLICANT and all OUTSIDE CONSULTANTS. For each individual listed, show their discipline(s) of registration/training and their city of residence and state of registration.
- (8) Sign and date the form; type the name and title of the individual signing.

FLORIDA SCHOOL FOR THE DEAF AND THE BLIND - PROFESSIONAL QUALIFICATIONS SUPPLEMENT (PQS Form)

1. PROJECT OR CONTRACT NAME: _____

2. FIRM NAME: _____ PHONE NO: _____

CONTACT NAME: _____ CONTACT E-MAIL ADDRESS: _____

ADDRESS OF OFFICE WHERE WORK WILL BE PERFORMED: _____ ZIP: _____

3. INDICATE SERVICE(S) TO BE PROVIDED ON THE PROJECT IN THE BASIC SERVICES LISTED BELOW – **APPLICANT – LEFT SIDE; PROPOSED OUTSIDE CONSULTANTS – RIGHT SIDE**

SERVICE(S) OFFERED (X)	FLORIDA STATE BOARD REG. NO. & CHARTER NO.	NAME, ADDRESS, PHONE	SERVICE(S) OFFERED (X)	FL ORIDA STATE BOARD REG. NO. & CHARTER NO.	NAME, ADDRESS, PHONE
Architectural	REG #		Architectural	REG #	
	CH #			CH #	
Civil Engineering	REG #		Civil Engineering	REG #	
	CH #			CH #	
Electrical Engineering	REG #		Electrical Engineering	REG #	
	CH #			CH #	
Mechanical Engineering	REG #		Mechanical Engineering	REG #	
	CH #			CH #	
Structural Engineering	REG #		Structural Engineering	REG #	
	CH #			CH #	
FIRE PROTECTION ENGINEERING	REG #		FIRE PROTECTION ENGINEERING	REG #	
	CH #			CH #	

5.A. PREVIOUS FEE VOLUME FOR FLORIDA SCHOOL FOR THE DEAF AND THE BLIND WORK:

CONTRACT DATE	TOTAL FEE	FACTOR	ADJUSTED FEE AMOUNT
(1) From July 1 to current date	\$	x 1.0	= \$
(2) First year past (July 1 - June 30)	\$	x 0.8	= \$
(3) Second year past (July 1 - June 30)	\$	x 0.6	= \$
(4) Third year past (July 1 - June 30)	\$	x 0.4	= \$
(5) Fourth year past (July 1 - June 30)	\$	x 0.2	= \$
TOTAL FEE \$			

5.B. TOTAL VOLUME OF FSDB WORK (5A) DIVIDED BY REGISTERED STAFF (4A) = FEE PER PERSON

$$\frac{\quad}{\quad} \div \frac{\quad}{\quad} =$$

6. RELATED EXPERIENCE OF APPLICANT FIRM ONLY. (Projects of comparable type, size, and complexity)

[illegible]

7. KEY PERSONNEL OF PROPOSED TEAM, APPLICANT FIRM **AND PROPOSED OUTSIDE CONSULTANTS.** TO BE USED ON THIS PROJECT. Number of persons listed under APPLICANT FIRM must agree with the TOTAL PERSONS indicated in Number 4.

NAMES	DISCIPLINE OF REGISTRATION/TRAINING (indicate RA for registered architect and PE for professional engineer -- any state)	CITY OF RESIDENCE/ STATE OF REGISTRATION
<u>APPLICANT FIRM ONLY</u> APPLICANT'S Principal (s) in charge for <u>this</u> Project APPLICANT'S Staff Assigned to or Available for <u>this</u> Project		
<u>PROPOSED OUTSIDE CONSULTANTS ONLY</u> (List for each Consulting Firm) Principal(s) in charge for this Project Principal Staff Assigned to or Available for this Project.		
8. SIGNATURE	TYPE NAME AND TITLE OF SIGNER (Applicant firm)	DATE

APPENDIX H – Experience & Financials Questionnaire

EXPERIENCE QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT

OWNER'S INSTRUCTIONS

The information listed in the Experience Questionnaire and Contractor's Financial Statement Forms is required to be filed with soliciting agencies prior to award of any contract. In order to expedite the processing of contracts, please complete the enclosed forms in accordance with these instructions.

The bidder is required to complete all the attached forms. If the bid is a Joint Venture, then each Corporation, Partnership or Individual that is a party to the Joint Venture must complete, individually, each form. All references to "Fiscal Year" in this questionnaire will mean the fiscal year of the bidder filing this form. *If additional space is required, please attach supplementary pages.*

Heading: Project Title - Indicate title of project as shown in the specifications.

Location - Project location as shown in the specifications.

Sections 1&2: Trades or Trades Being Bid - Insert in box(es) on Page 1 the code number(s) listed below which represent the trade(s) for which you are qualified to bid:

<u>Trade</u>	<u>Code Number</u>
Building Construction	1
Electrical	2
Elevator	3
Food Service	4
Heating, Ventilating & Air Conditioning	5
Laboratory Equipment	6
Landscaping	7
Plumbing	8
Power Plants (Boilers, Equipment & Piping)	9
Refrigeration	10
Roofing	11
Sanitary (Sewage Treatment Plants, Pumping Stations, etc.)	12
Other _____	13

Sections 3-52: Complete in accordance with form.

Section 53: Under "C," list previous business name or names and the number of years you have done business under these names within the past 10 years.

Section 54: From your present payroll, indicate the number of individuals in each category in the "Current" column. Estimate the maximum and minimum number of employees over the previous 3 fiscal years in each category.

Sections 55-61: Complete in accordance with form.

Section 62:

- 1) In Column "C," insert "S" if a subcontractor or "P" if a prime contractor. The balance of section to be completed in accordance with form.
- 2) Billings for 3 fiscal years - Insert year and amount.
- 3) Work-in-progress at the end of the past 3 fiscal years - same as above.

EXPERIENCE QUESTIONNAIRE AND CONTRACTOR'S FINANCIAL STATEMENT

Project Title _____

Location _____

Insert code number of trade or trades for which you are qualified to bid on the basis of previous experience in accordance with attached detailed instructions, each in its respective box below:

- 1.
- 2.
3. Is your organization currently prequalified with any governmental agency? _____ If so, please list.

4. Have you, in the previous five years, been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification?

If so, please list and describe _____

5. Submitted by _____

Address _____

Date _____

6. (Check below)

A Corporation ()

A Co-Partnership ()

An Individual ()

A Joint Venture ()

The Contractor acknowledges that this Experience Questionnaire and Financial Statement is made for the express purpose of inducing the Owner to whom it is submitted to award a contract to the Contractor. Further, the Contractor acknowledges that the agency may, at its discretion, by means that the Owner may choose, determine the truth and accuracy of all statements made by the contractor herein.

FINANCIAL STATEMENT

As of _____ (Date)

If audited or reviewed Financial Statement have been provided, do not complete Lines 7-50 and indicate attachment.

ASSETS

7. CASH* \$ _____

ACCOUNTS RECEIVABLE

8. From Government Contracts Completed _____

9. From Non-Government Contracts Completed _____

10. Claims included in 8 and 9 not yet approved or in litigation \$ _____

11. From Government Contracts in Process _____

12. From Non-Government Contracts in Process _____

13. Claims included in 11 and 12 not yet approved or in litigation _____

14. Retainage included in 11 and 12 _____

15. Other** (list) _____

NOTES RECEIVABLE

16. Due within 90 days** _____

17. Due after 90 days** _____

INVESTMENTS

18. Listed Securities - Present Market Value _____

19. Unlisted Securities - Present Value _____

BID DEPOSITS

20. Recoverable within 90 days _____

21. Recoverable after 90 days _____

ACCRUED INTEREST

22. Receivable on Notes _____

23. Receivable on Investments _____

24. Other (list) _____

25. REAL ESTATE (BOOK VALUE OR MARKET, WHICHEVER IS LESS) _____

26. INVENTORIES (NOT INCLUDED IN RECEIVABLE BILLING AND AT PRESENT VALUE) _____

27. EQUIPMENT--NET BOOK VALUE _____

(Supply list by cost, depreciation, net book value)

OTHER ASSETS

28. Contract Costs in excess of Billings \$ _____

29. Cash Surrender Value of Life Insurance _____

30. Receivables from Officers and Employees _____

31. Other (list) _____

FINANCIAL STATEMENT
(continued)

32. TOTAL ASSETS \$ _____

*Do not include deposits for bids or other Guarantees

**Do not include receivables from officers and employees

ACCOUNTS PAYABLE

33. Due within 1 year _____

34. Due after 1 year _____

NOTES PAYABLE

35. Due within 1 year _____

36. Due after 1 year _____

37. Officers and Employees _____

38. TAXES PAYABLE _____

39. ACCRUED AND ACTUAL PAYROLL PAYABLE _____

40. MORTGAGES PAYABLE _____

OTHER LIABILITIES

41. Federal Income Tax Provision _____

42. Deferred Income _____

43. Other (list) _____

NET WORTH

44. (If individual proprietorship or partnership) _____

CAPITAL STOCK

45. Common Issued and Outstanding _____

46. Preferred Issued and Outstanding _____

47. Treasury Stock \$ _____

CAPITAL SURPLUS

48. Earned Surplus Prior Years _____

49. Earned Surplus Current Year _____

50. TOTAL LIABILITIES AND NET WORTH \$ _____

NOTE: IF ADDITIONAL SPACE IS REQUIRED, PLEASE NOTE AND ATTACH SCHEDULE TO STATEMENT

51. Dated this _____ day of _____, 20 _____

Name of Organization

By: _____ Title: _____

EXPERIENCE QUESTIONNAIRE

52. If a Corporation, answer this:

If a Partnership or Individual Proprietorship,
answer this:

Date of incorporation _____

Date of organization _____

In what State _____

If a partnership, state whether partnership is general,
limited association _____

Name of Officers _____

Name and address of Partners _____

President _____

Vice President _____

Vice President _____

Secretary _____

Treasurer _____

53. a. How many years has your organization been in the construction business? _____

b. How many years under your present business name? _____

c. How many years under previous business name? (List other names) _____

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

NAME AND ADDRESS OF SUBSIDIARY OR AFFILIATED COMPANIES

EXPLAIN IN DETAIL THE PRINCIPAL'S INTEREST IN THIS COMPANY AND NATURE OF BUSINESS

EXPERIENCE QUESTIONNAIRE
(Continued)

54. NUMBER OF FULL-TIME PERSONNEL WITHIN YOUR ORGANIZATION

	Current	Maximum	Minimum
54. a. Clerical Personnel	_____	_____	_____
b. Engineers & Architects	_____	_____	_____
c. Supervisors, Foremen, or Superintendents	_____	_____	_____
d. Skilled Employees including Technicians	_____	_____	_____
e. Unskilled Employees	_____	_____	_____
f. Estimators	_____	_____	_____
g. Total number of Full-Time Personnel	_____	_____	_____

55. WHAT IS THE CONSTRUCTION EXPERIENCE OF THE PRINCIPALS AND SUPERVISORY PERSONNEL OF YOUR ORGANIZATION? (Asterisk any personnel likely to be assigned to project being bid.)

PRINCIPAL'S NAME	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

56. SUPERVISORY PERSONNEL	TITLE	YEARS OF CONSTRUCTION EXPERIENCE	IN WHAT CAPACITY AND WITH WHOM
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

57. Within the previous 3 fiscal years has your organization or predecessor organizations ever failed to complete a project? If so, state name of organization and reason thereof. _____

58. Within the previous 3 fiscal years has your organization been involved in litigation? _____. If so, please list and explain nature and current status.

EXPERIENCE QUESTIONNAIRE

59. List all contracts completed by your organization in the previous 3 fiscal years. (If more than 10, list the 10 most recently completed.)

Name of Owner	Name, Location & Description of Project	Type of Work	Name of Design Architect and/or Design Engineer	Original Contract Price	Completion Dates:		
				Final Contract Price	Original	Revised	Actual

EXPERIENCE QUESTIONNAIRE

(Continued)

With reference to all contracts completed by your organization in the previous fiscal years, as listed above, answer the following questions:

60. Explain differences in original contract price and in completion dates, if any:

61. Were there any liquidated damages, penalties, liens, defaults or cancellations imposed or filed against your organization?

If so, list the name and location of the project, as shown in Column A, explain.

STATUS OF UNCOMPLETED CONTRACTS

As of _____
(DATE)

62. Give full information about all of your present contracts. In Column C insert "S" if a subcontractor or "P" if a prime contractor, whether in progress or awarded but not yet begun; and regardless of with whom contracted.

A Project Description Location & Owner	B Design Architect and / or Design Engineer	C Total Amount of Your Contract or Subcontract	D Amount In Column C Sublet to Others	E Uncomplete d Amount of Contract
Total				

COMPLETE THE FOLLOWING:

Net Total Billings for Previous 3 Fiscal Years:

20 _____ \$ _____

20 _____ \$ _____

20 _____ \$ _____

Average Backlog for Previous 3 Fiscal Years
(Estimated total value of uncompleted
work on outstanding contract)

20 _____ \$ _____

20 _____ \$ _____

20 \$ _____

APPENDIX I – Vendor Certification Form (PUR 7801) **

PLEASE NOTE THAT A **SELECTION MUST BE MADE IN THE VENDOR INDICATOR COLUMN** PRIOR TO PRINTING AND SIGNING FOR INCLUSION IN THE BID SUBMISSION PACKAGE. FAILURE TO DO SO MAY DISQUALIFY THE RESPONDENT FROM FURTHER CONSIDERATION.

I hereby certify the following on behalf of the vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Required	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx .
Required	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/fsb/PerformanceReports.aspx .
Required	Choose an item.	The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations. The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.
N/A	N/A	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.

N/A	N/A	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Required	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Required	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Required	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

Vendor Information

Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

****APPENDIX I can be found as an MS-Word document in the solicitation folder to facilitate completing this form.**

END OF DOCUMENT

4.4.4 TAB 3: Vendor Qualifications

4.4.4.1 Current and Previous Business with State and Local Agencies

The Reply must include a comprehensive list of all state or local governmental agencies with which the Vendor (General Contractor only) has a contract or has had a contract with in the past five years. The list must include the following information about each contract:

- 4.4.4.1.1 Name of the contracting state or local governmental agency and the applicable office or program issuing the contract;
- 4.4.4.1.2 Contract name and number;
- 4.4.4.1.3 Starting and ending dates;
- 4.4.4.1.4 Total contract amount;
- 4.4.4.1.5 Brief description of the purpose of the contract and the types of services provided under the contract; and
- 4.4.4.1.6 Name and contact information of the Contract Manager.

4.4.4.2 Qualifications and Experience

The Reply must describe the background, experience, knowledge, skills and accomplishments of the Vendor and the individuals or subcontractors who will be assigned to this project. Vendor will be the general contracting firm, commonly referred to as the Builder of the project. Subcontractors will be any architectural and engineering firm(s) commonly referred to as the Designer of the project.

The Reply must describe the Vendor's experience in implementing similar services as specifically contemplated in this solicitation. Experience shown should be work done by the individuals who will be assigned to this project as well as the overall experience of the Vendor. The Reply must state whether the Vendor was the prime contractor or a subcontractor, the reply should provide a detailed description of any work to be subcontracted with information describing the qualifications and relevant experience of any proposed subcontractors for the project.

In determining Vendor capability, FSDB may consider any information or evidence which comes to its attention, and which reflects upon a Vendor's capability to fully perform the contract requirements or the Vendor's demonstration of the level of integrity and reliability which FSDB determines to be required to assure performance of the contract.

4.4.4.3 Ability to Perform Contract Requirements

The Reply must describe the firm's personnel who will work with FSDB, including the extent of the principal's involvement, names of key members who will be performing the work for the designated program requirements and their capability to perform the work during the duration of the project, and the project manager's experience with similar projects.

[This space intentionally left blank]

4.4.5 TAB 4: Vendor Supplemental Information

Supplemental Information

The Respondent may attach other information they deem pertinent or appropriate in this section.

[This space intentionally left blank]

Reply Submission Label

Replies must be received by FSDB no later than the date and time and at the address provided in the **Schedule of Events and Deadlines**. All methods of delivery or transmittal to FSDB's contact person remain the responsibility of the prospective Respondent and the risk of non-receipt or delayed receipt shall be exclusively the risk of the Respondent.

Responses will be received at:

Florida School for the Deaf and the Blind
Attention: Christine Skaggs, Purchasing Analyst/Procurement Officer
Purchasing Center, Building #28
207 San Marco Avenue
St. Augustine, FL 32084

- *Time of arrival for hand delivered responses shall be determined by the time of arrival at the FSDB Campus Police Center Checkpoint.*
- *Time of arrival for responses delivered by mail or courier shall be determined by the time of receipt by the FSDB Campus Mail Room.*

Responses arriving after the deadline or not marked as instructed will not be opened or returned.

NOTE: This label **MUST be attached to the *outermost* package containing the response. This label **MUST** be visible *without* having to breach any packaging, envelope, or container. If this label is not visible on the outermost packaging, the response may not be received properly or timely and your response may not be considered as a result.**



SEALED RESPONSE FOR:

Design Build for Walker Annex Remodel
RFQ-26-104

FROM: _____
Company Name

Attention: Christine Skaggs, Purchasing Analyst

DO NOT OPEN PRIOR TO: June 29, 2026, at 2:00 PM

DO NOT TAPE INSIDE THIS AREA

Delivered By: _____

Received By: _____

Date & Time Received: _____

DO NOT TAPE INSIDE THIS AREA