

Request for Qualifications



Continuing Architectural/Engineering(A/E) Services - Region 3 RFQual-26-064

Sarah Weirick
Procurement Officer
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399

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TIMELINE

The Department has established the following Timeline for this RFQual. Each Vendor must adhere to this Timeline and any Timeline revisions(s). The Department will post any Timeline revision as an addendum to this RFQual on the Vendor Information Portal (VIP). Interested parties are solely responsible for monitoring the VIP website for addenda relative to this solicitation. All references to the "Timeline" herein refer to the Timeline in this section. All times below are Eastern Time (E.T.).

EVENT	DATE/TIME	LOCATION/COMMENT
Release of RFQual	June 19, 2026	VIP: https://vendor.myfloridamarketplace.com/
Informational Meeting	July 8, 2026, at 10:00 a.m., E.T.	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street, Room 311C Tallahassee, Florida 32399
Sealed Qualifications Due and Opened	July 20, 2026, at 3:00 p.m., E.T.	Submit to: Florida Department of Corrections ATTN: Sarah Weirick, Procurement Officer Subject: RFQual-26-064, Continuing A/E Services -Region 3 501 S Calhoun Street Tallahassee, FL 32399
Selection Committee Meeting	Aug 6, 2026, at 11:15 a.m., E.T.	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street, Room 311C Tallahassee, Florida 32399
Presentations	Wednesday -Thursday, Aug. 26 - Aug. 27, 2026	Presentations will be held in Tallahassee, FL, if the Department determines it is necessary. If necessary, the Department will contact the top-ranked Firms to provide a presentation date and time no later than August 5, 2026. The Procurement Officer will contact the Firm's representative for the solicitation process identified in Attachment II, Firm's Contact Information.
Advertisement of Agency Selection	September, 2026	VIP: https://vendor.myfloridamarketplace.com/

Section 1 - Definitions

The following terms used in this RFQual, unless the context otherwise clearly requires different construction and interpretation, have the following meanings:

- 1.1 **Business Day and Hour**: Monday through Friday from 8:00 a.m. to 5:00 p.m., Local Time, excluding State holidays or other official closures.
- 1.2 **Contractor**: The successful Vendor who is awarded a Contract to provide services or commodities to the Department.
- 1.3 **Contract**: The formal written agreement resulting from this RFQual between the successful Vendor and the Department.
- 1.4 **Day**: A calendar day, unless otherwise noted.
- 1.5 **Deliverables**: Those items, materials, and/or services provided, prepared, and delivered to the Department during the term of the Contract.
- 1.6 **Department or FDC**: The State of Florida, Department of Corrections.
- 1.7 **Firm**: Any professional corporation or professional limited liability company approved by the Department of Business and Professional Regulations (DBPR) that engages in the practice of architecture.
- 1.8 **Hour(s)**: Includes business hours and non-business hours.
- 1.9 **Material Deviation(s)**: A deviation from the requirements and specifications herein, which, in the Department's sole discretion, is not in substantial accord with the requirements and specifications, provides a significant competitive advantage to a single Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items or services bid, or on the cost to the Department.
- 1.10 **Minor Irregularity**: A variation from the RFQual terms and conditions which does not affect the price or quality of items or services, give a Vendor an advantage or benefit not enjoyed by other Vendors, or adversely impact the interest of the Department.
- 1.11 **Professional Services**: Services within the scope of the practice of architecture, professional engineering, registered surveying and mapping, or those performed by any architect, professional engineer, or registered surveyor and mapper in connection with his or her professional employment or practice.
- 1.12 **Project**: All Professional Services, both necessary and incidental, required for the design, pre-construction, and construction phases of a scope of work provided by the Department. Work required, such as surveys, soils investigations, and resident or continuous on-site

construction observation services, will be generally outside of the Department's Project scope and subject to additional, specific authorizations by the Department.

- 1.13 **Project Manager**: The Department employee (or Contractor employee if appropriate) responsible for the management of the Contract deliverables.
- 1.14 **Purchasing Card (PCard)**: The State of Florida's purchasing card program that utilizes the Visa platform.
- 1.15 **Qualified Firm**: A Firm that meets the qualifications set forth in this RFQual to potentially do business with the Department.
- 1.16 **Reply**: A Firm's response to this RFQual.
- 1.17 **RFQual**: Request for Qualifications or the procurement document provided by the Department seeking Sealed Qualifications from Vendors.
- 1.18 **Responsible Vendor**: A Vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.19 **Responsive Vendor**: A Reply, submitted by a Vendor, which conforms to all material aspects of this solicitation.
- 1.20 **Sealed Qualification**: A Firm's response to this RFQual, which the Firm shall submit on approved forms.
- 1.21 **Selection Committee**: A Department committee of no less than (5) persons consisting of at least one (1) Division Director and one (1) Bureau Chief or their equivalent, plus three (3) other members familiar with the construction industry and with the Project as required by Rule 60D-5.0082, Florida Administrative Code (F.A.C.).
- 1.22 **Selected Firm or Selected Vendor**: A Vendor that is a Qualified Firm and is selected to do business with the Department.
- 1.23 **State**: State of Florida.
- 1.24 **Subcontract**: An agreement between the Contractor and any other person or organization wherein that person or organization agrees to perform any requirement(s) for the Contractor, specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of any Contract which may result from this RFQual.
- 1.25 **Subcontractor**: An individual, firm, or corporation that holds a contract with the Contractor or any other subcontractor.

1.26 Vendor: A legally qualified individual, corporation, partnership, or other business entity submitting a Reply pursuant to this RFQual.

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Section 2 - Project Description and Introduction

2.1 Project Description

The Florida Department of Corrections (Department) is seeking Sealed Qualifications from architectural/engineering (A/E) Firms to provide continuing architectural services for various Projects in which basic construction costs for each Project do not exceed \$4,000,000, and when the fee for Professional Services does not exceed \$500,000 in Region 3. Attachment I, Project Description, contains more detailed information on this Project.

Qualified Firms that respond must be licensed to provide A/E services in the State at the time of qualification submission. If a corporation or partnership, the Firm must be registered by the Florida Department of State, Division of Corporations, to operate in the State at the time of qualification submission.

The Department will define a scope of work for each Project that describes the services. The A/E shall then submit a proposal for the requested Professional Services which clearly reflects the Department's scope of work, its proposed fee, and an estimated completion date. The Department will authorize Projects on an as-needed basis and will negotiate each Project's final terms of service. Once the A/E's proposal, inclusive of all negotiated terms, is accepted by the Department, the Department will issue the A/E a Letter of Authorization for each Project.

All interested Firms should provide their Sealed Qualifications to the Bureau of Procurement by the date and time established in the Timeline.

2.2 RFQual Modifications

Once the Department advertises this RFQual on the VIP, if it needs to supplement or modify any portion of its contents or exhibits, attachments, or other materials, it will advertise supplemental information as an addendum to this RFQual on the VIP. Interested Vendors or parties are responsible for monitoring the VIP website for addenda relative to this solicitation. Vendors are responsible for ensuring all addenda have been read and incorporated, as applicable, in their Reply.

2.3 Order of Precedence

All Replies are subject to the terms of this RFQual, which in case of conflict shall have the following order of precedence:

1. RFQual addenda, in reverse order of issuance;
2. This RFQual document, including any attachments or exhibits;
3. Form PUR 1000, referenced in Section 7.1 of this RFQual; then
4. Form PUR 1001, referenced in Section 7.1 of this RFQual.

2.4 Informational Meeting

An Informational Meeting will be held on the date and time specified in the Timeline. Vendor's attendance is not mandatory.

The Department will address questions from interested Vendors concerning this RFQual during the Informational Meeting and will make a reasonable effort to provide answers at that time.

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Section 3 - General Instructions

- 3.1** The Department will address questions from interested Firms concerning this RFQual at an informational meeting, as indicated in the Timeline. Visitors will need to bring a driver's license or official identification to the informational meeting to enter the secured building.

3.1.1 Selection Committee members will not be available to discuss any details of the Project and interested Firms should not reach out to any Department staff except as directed in Section 3.2.

3.2 Procurement Officer

The Procurement Officer is the sole point of contact regarding this RFQual. Sealed Qualifications should be submitted in a sealed envelope addressed to:

Department of Corrections
Bureau of Procurement
Sarah Weirick, Procurement Officer
Re: RFQual-26-064
501 South Calhoun Street
Tallahassee, FL 32399-2500

- 3.2.1 The envelope should be clearly marked with the Project information "RFQual-26-064 Continuing Architectural/Engineering Services - Region 3";
- 3.2.2 The date and time of the Sealed Qualifications opening, per the Timeline, should be marked on the envelope;
- 3.2.3 The Department reserves the right to reject any Sealed Qualification that is submitted late, fails to meet the minimum submission requirements, or is not in the Department's best interest;
- 3.2.4 If the Selected Firm does not begin the contracted services in accordance with the contracted schedule, fails to sign a Contract, or if an acceptable A/E fee cannot be negotiated, the Department reserves the right to award a Contract to the next most Qualified Firm;
- 3.2.5 Neither the Department nor the State of Florida is liable for any costs incurred by the Vendor in response to this RFQual; and
- 3.2.6 Replies must be sent by U.S. Mail, courier, overnight, or hand-delivered to the location indicated in the Timeline. Electronic or faxed submissions of Replies will not be accepted.

3.3 Mandatory Criteria

- 3.3.1 Firms responding to this RFQual are required to have a current Florida A/E Professional Registration Certificate, be in good standing, and be licensed to work in the State.
- 3.3.2 Firms responding to this RFQual must be available, if requested, for presentations as required in the Timeline. As indicated in the Timeline, confirmation of exact presentation times will be sent to the top-ranked Firms. Presentations will be in person in Tallahassee, Florida.
- 3.3.3 To be considered, Firms must send one (1) signed, original letter of interest, five (5) paper copies of all attachments, and one (1) searchable PDF document on a CD or flash drive of the response with all attachments. The flash drive or CD may not be password-protected. The required Sealed Qualifications shall be submitted in the order listed above to the address provided in Section 3.2, which must arrive **no later than the date and time established in the Timeline and with the information requested in Sections 3 and 4**. Sealed Qualifications received after the time indicated herein will be marked "LATE" and will not be opened. The Department's clock will determine the official time when Firms' sealed qualifications are received.
- 3.3.4 Sealed Qualifications must be typed or printed and contain the original signature of an authorized representative of the responding Firm on Attachment II, Firm's Contact Information.
- 3.4 Any corrections made by a Firm to its Sealed Qualification before the opening must be initialed and dated. No changes or corrections will be allowed after Sealed Qualifications are opened.
- 3.5 Sealed Qualifications not meeting the mandatory criteria will be found non-Responsive by the Department and shall not be considered. Sealed Qualifications may also be found non-Responsive if its Sealed Qualifications contain material deviations or if the Sealed Qualification is not in conformance with the requirements of this RFQual.
- 3.6 The Department, at its sole discretion, may waive minor irregularities in sealed qualifications received where the variation from the RFQual does not give the Firm a substantial competitive advantage or benefit not enjoyed by other Firms, and not adversely impact the interests of the Department.
- 3.7 Information provided in Firms' Sealed Qualifications will be used for evaluation purposes. The contents of the sealed qualifications from the Selected Firm will become part of the resultant Contract.

- 3.8** If the Vendor considers any portion of its Reply to be confidential, trade secret, or otherwise exempt from disclosure under Chapter 119, F.S., the Florida Constitution, or another legal authority, the Vendor must also simultaneously provide the Department a Redacted Copy of its Reply in both hard copy and electronic forms and provide a brief written description of its grounds for claiming exemption from public record, including the specific statutory citation for such exemption. This Redacted Copy shall be titled "Redacted Copy." The Redacted Copy must be provided to the Department at the same time the Vendor submits its Reply and must only exclude or redact those exact portions of the Reply claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its assertion that the redacted portions of its Reply are confidential, trade secret, or otherwise exempt from disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any claims arising from, or relating to, the Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise exempt from disclosure. If the Vendor fails to submit a Redacted Copy with its Reply, the Vendor explicitly authorizes the Department to produce its entire Reply contents in answer to a request for public records. In no event shall the Department, or any of its employees, or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this RFQual.

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Section 4 - Required Submittals

The following information represents the minimum content required for the Sealed Qualifications and will be used to compare and evaluate Firms. Sealed Qualifications must be organized in a tabulated format, numbered, and titled as shown below:

4.1. Table of Contents (Tab 1)

The identification and pagination for all sections referenced below.

4.2. General Information (Tab 2)

Executive Summary of no more than two (2) pages describing the Firm's approach and experience and what differentiates the Firm from its competitors.

- 4.2.1. Name, address (of all offices), phone, email, federal tax identification number, and website address, if applicable;
- 4.2.2. Attachment II, Firm's Contact Information;
- 4.2.3. The date the Firm was established under the name given;
- 4.2.4. Type of ownership or legal structure of the Firm (corporation, joint venture, partnership, etc.);
- 4.2.5. Incorporation by the Florida Secretary of State and current Florida Professional Registration Certificate for A/E;
- 4.2.6. Evidence of professional liability insurance of at least \$1,000,000; and
- 4.2.7. A completed "Professional Qualifications Supplement (PQS)" ([DMS Form AE12a, Revised 09/2021](#)) with current data. The PQS is posted as a related document for printing on the VIP under this advertisement at <https://vendor.myfloridamarketplace.com/>.

4.3 Company Overview (Tab 3)

- 4.3.1 A brief history of the Firm;
- 4.3.2 An overview of the types of Professional Services provided; and
- 4.3.3 The number of years the Firm has been providing A/E services.

4.4 Personnel (Tab 4)

- 4.4.1 An organizational chart and resumes for all key personnel who are part of the proposed A/E Team (i.e., project and administrative staff), including management, technical, and support staff.
- 4.4.2 Resumes of all personnel to be assigned to the Project, including but not limited to, the following information:
- a. Name;
 - b. Job assignment for other projects;
 - c. Percentage of time to be assigned full-time to this Project;
 - d. Number of years employed with the Firm;
 - e. Number of years employed with other Firms;
 - f. Experience;
 1. Types of past projects;
 2. Size of past projects (dollar value & square footage of project[s]);
 3. Details of all specific project involvement;
 - g. Education;
 - h. Active licenses and/or registration(s) (Professional Engineer, Professional Architect, etc.); and
 - i. Other experience and qualifications relevant to this Project.

Note: For all projects described, please indicate whether they were on an accelerated schedule.

- 4.4.3 A description of the capabilities of the Firm's staff to provide the technical services required for the following tasks:
- a. Options analysis;
 - b. Design review;
 - c. Budget estimating;
 - d. Value engineering;
 - e. Life-cycle cost analysis;
 - f. Construction scheduling;
 - g. Quality control (design & construction);
 - h. Constructability analysis;
 - i. Cost control;
 - j. Change order negotiation;
 - k. Claims management;
 - l. Project closeout;
 - m. Transition planning; and
 - n. Security systems.

- 4.4.4 A list of the total number of the Firm's personnel by position, indicating the total

number of architects and engineers (by specialty), drafting personnel, project managers, supervisors, and office staff proposed for this Project.

- 4.4.5 A chart of the individual staff members with their assigned responsibilities and the allotted number of days for each staff member to complete those responsibilities.
- 4.4.6 Describe how the organizational structure will ensure orderly communication, distribution of information, effective coordination of activities, and accountability.
- 4.4.7 A completed current copy of the SF330 for the office(s) that will be performing the work. This form may be found at <http://www.gsa.gov>.

4.5 A list of partners, consultants, and Subcontractors, as applicable. (Tab 5)

- 4.5.1 The name(s) of any partners, consultants, or Subcontractors included as part of the proposed A/E Team.
- 4.5.2 A description of the role of any person (outside the company) and any related experience they bring to this Project.
- 4.5.3 A list of projects on which the person has worked with the Firm in the past and the outcomes.
- 4.5.4 If a joint venture or prime/subcontractor arrangement exists between two (2) or more Firms, an indication of how the work will be distributed between the Firms. In a joint venture, the parties must agree to be jointly responsible for all contractual requirements and to develop an internal governance process that defines which party will have primary decision-making authority for each phase of the Project.
- 4.5.5 A proposed scope of work to be assigned to any Subcontractor, and a complete SF330 to be assigned to each Subcontractor.

4.6 Project History (Tab 6)

Significant consideration will be given to the successful completion of previous projects comparable in design, scope, and complexity.

- 4.6.1 Correctional/Forensic Projects
 - 4.6.1.1 Provide a list of past or current projects in a correctional or forensic setting, which best illustrate the experience of the Firm and staff proposed for assignment to this Project. List no more than 10 projects completed since January 2016.
 - a. Name and location of the project;
 - b. The nature of the Firm's responsibility on the project;

- c. Project owner's representative's name, address, and phone number;
- d. Date project was completed or is planned to be completed;
- e. Size of project (gross SF of construction);
- f. Cost of project (design and engineering cost);
- g. Work for which the staff was responsible;
- h. Present status of the project; and
- i. Project Manager and other key professionals involved and assigned to the project.

4.6.2 Non-Correctional Projects

- 4.6.2.1 List up to five (5) past or current projects not related to a criminal justice or forensic setting. Include the same information in the same format, as required in Section 4.6.1.

4.7 Scheduling and Cost Control (Tab 7)

- 4.7.1 In this Tab, the Firm should describe its scheduling and cost control system. The Firm should highlight methods for ensuring Subcontractors adhere to established schedules. An evaluation of the Firm's project profile should indicate its ability to maintain original schedules and budgets.

- 4.7.1.1 The following shall be addressed:

- a. Do you use or provide computer-generated schedules for the management of a project?
- b. To what level of detail should a project schedule be defined?
- c. How do you schedule the processing of shop drawings?
- d. How do you coordinate the development of schedule information from Subcontractors?
- e. Describe the Firm's experience in handling coordinated design/engineer scheduling.
- f. Describe the Firm's experience in cost loading of schedules.
- g. Attach a sample schedule that best illustrates your overall scheduling capabilities.

4.8 References (Tab 8)

- 4.8.1 In this Tab, provide references for projects that the Firm has provided or is providing architectural or engineering services that are similar to this Project in size and scope.

- 4.8.1.1 Supply references from organizations for which the Firm has provided similar services, including the following:
 - a. Name of the owner and architect or engineer;

- b. Project location;
- c. Project size;
- d. The final or projected construction cost of the project;
- e. Duration of pre-construction and construction; and
- f. Name and phone number of the Project Manager.

4.8.2 For each of the projects listed, provide the following information:

- a. Project cost (original contract and final cost);
- b. Current phase of development;
- c. Estimated (or past) completion date; and
- d. The project owner's representative and phone number.

4.8.3 Using Attachment III, Firm's Reference Form and Questionnaire for References, Firms shall provide at least three (3), but no more than five (5) sealed references from businesses or governmental agencies for whom the Firm has provided services of similar scope and size to the services identified in this RFQual. References must support the experience requirements listed in this RFQual. In order to qualify as current experience, services described by references shall be ongoing or shall have been completed within the three (3) years preceding the issuance date of this RFQual.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Firm, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFQual. Current or former employees of the Department may NOT be used and will NOT be accepted as references. The Department reserves the right to contact reference sources listed and/or not listed in the Firm's Sealed Qualification and to consider references when determining the best value.

4.9 Information System (Tab 9)

The information contained in this Tab should describe the functions and capabilities of the Firm's computer-based project management and information system.

4.10 Proximity (Tab 10)

Provide the primary location of the Firm's field office that will have direct responsibility for this Project.

4.10.1 Identify the proposed operating home or field office. The operating home or field

office shall mean the place of business in which the Firm normally conducts the business of construction and houses a corporate officer legally authorized to conduct business in the Firm's name. The proposed home or field office does not have to be located in the State, as long as the business is a Florida Registered Corporation and a Florida licensed A/E.

4.11 Litigation, Disputes, Default & Liens (Tab 11)

A description and explanation of any litigation, major disputes, contract defaults, and liens (assessed against the Firm) in the last 10 years.

4.12 Financial Capability (Tab 12)

This tab must be sealed separately, but may be included in the package with the Sealed Qualification. This Tab must also be saved as a separate document on the electronic copy of a Sealed Qualification. Pursuant to Section 287.057(27)(a), F.S., in determining whether a Vendor is a Responsible Vendor, the Department will accept any of the following as evidence of the Vendor's financial stability or Financial Capability:

- 4.12.1 Financial Statements: A complete set of audited financial statements for each of the last two (2) fiscal years, demonstrating Vendor's satisfaction of financial stability criteria. The Firm shall demonstrate its financial wherewithal as follows:
 - a. Liquidity: The Firm shall demonstrate its liquidity via the Current Ratio, which shall be computed as $\text{Total Current Assets} \div \text{Total Current Liabilities}$. A higher Current Ratio indicates a more preferable level of liquidity.
 - b. Debt: The Firm shall demonstrate a measure of its leverage via the Debt Ratio, which shall be computed as $\text{Total Liabilities} \div \text{Total Assets}$. A lower Debt Ratio indicates a more preferable level of debt.
- 4.12.2 Documentation of an investment-grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
- 4.12.3 For a Vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration, pursuant to Section 92.525, F.S., issued by the chief financial officer or controller attesting that the Vendor is financially stable and meets the definition of financial stability in Section 287.057(27)(b), F.S. For a Vendor with annual revenues of \$1 billion or less, documentation evidencing that the Vendor is financially stable and meets the definition of financial stability in 287.057(27)(b), F.S. If submitted by Vendor, this subsection requirement shall be reasonably related to the value of the Contract and may not include audited financial statements.

4.12.4 Bonding Capacity: As appropriate within the meaning of Section 287.057(27)(c), F.S., within this Tab, a "Letter of Commitment" shall be furnished by the Firm from a Surety Company, acceptable to the State pursuant to applicable laws, signed by an authorized Florida Licensed Resident Agent for a 100% Performance and 100% Labor and Material Payment Bond in the amount of \$500,000. These performance bond requirements shall be maintained throughout the term of the Contract (including renewal years).

4.13 Additional Required Documents (Tab 13)

The Vendor shall complete the following forms and documents, as appropriate, and include them in Tab 13 of their Reply:

- 4.13.1 Attachment V, Pass/Fail Requirement Certification and Non-Collusion Certification;
- 4.13.2 Attachment VI, Foreign Country of Concern Attestation (PUR 1355);
- 4.13.3 Attachment VII, Forced Labor Attestation Form (PUR 2024);
- 4.13.4 Attachment VIII, Vendor Certification Form (PUR 7801); and
- 4.13.5 Attachment X, Subcontracting Form, if applicable.

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Section 5 - Initial Screening Evaluation (100 points total)

5.1 Initial Screening Evaluation (85 total points)

From the Firm's Sealed Qualifications, the Selection Committee will objectively evaluate the Firm's abilities to provide services per the criteria listed below. Scoring for each category will utilize Attachment IV, Selection Score Sheet.

5.1.1. Related Building Experience (20 points):

Scoring based on information provided in Sections 4.3 and 4.6.

5.1.2. Office Team Staff (15 points):

Scoring based on information provided in Sections 4.4.1, 4.4.2, 4.4.3, and 4.4.4.

5.1.3. On-Site Project Staff (20 points):

Scoring based on information provided in Sections 4.4.5 and 4.4.6.

The proposed staff's ability and experience will be evaluated, with specific attention to project-related experience. It shall be a contract requirement that those individuals indicated as being members of the Project Team in response to this RFQual actually execute the Project.

5.1.4. Scheduling and Cost Control (15 points):

Scoring based on information provided in Section 4.7.

5.1.5. Information Systems (15 points):

Scoring based on information provided in Section 4.9.

5.2. Objective Scoring (15 total points)

5.2.1. Financial Capability (15 points):

Based on the information provided in Section 4.11, a certified public accountant (CPA) will review the Firm's financial information and assess points as follows: 0 points if the CPA determines the Firm has not demonstrated that it is financially capable, and 15 points if the CPA determines the Firm has demonstrated that it is financially capable.

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Section 6 - Presentations (100 points total)

6.1 Presentation Evaluation

Presentations from Qualified Firms may or may not be required at the discretion of the Selection Committee. After all the Firms' Sealed Qualifications have been evaluated, based on their submitted Sealed Qualifications, no less than three (3) Firms with the highest scores will be more closely considered through a presentation of their approach to performing this particular Project. The allotted presentation time will be one (1) hour. A period for Department questions and answers will be allotted for 30 minutes following the presentation.

Firms may use electronic presentations, models, physical displays, etc., during their presentation. A projector and computer are available. The cable has a Video Graphics Array (VGA) connector; if using a computer without a VGA port, Firms should bring their own cable or adapter. If a Firm would like to bring its own equipment, please contact the Procurement Officer one (1) week in advance of the presentation.

The selected Qualified Firm(s) will be expected to address the following:

- 6.1.1 References (10 points):
Scoring based on information provided in Section 4.8.
- 6.1.2 Knowledge of the Site and Local Conditions (15 points):
The Firm(s) should demonstrate their knowledge of the site, local codes and ordinances, and local subcontractors and suppliers, as an indication of their ability to deliver quality work effectively and efficiently.
- 6.1.3 Insurance (5 points):
The Firm(s) should present a comprehensive outline of their current insurance, including carriers, validity periods, values, etc.
- 6.1.4 Proposed Project Staff and Functions (20 points):
The Firm(s) should name the actual staff to be assigned to this Project, describe their ability and experience, portray the function of each within its organization, its proposed role in this Project, and how its expertise differentiates the Firm from competitors. Key staff should be present at the presentation.
- 6.1.5 Overall Approach and Methodology (20 points):
The Firm(s) should demonstrate graphically and articulate their plan for completing this Project, documenting the services to be provided, and showing the interrelationship of all parties.

6.1.6 Cost Control/Value Engineering (10 points):

As part of its presentation, the Firm(s) should discuss their knowledge and experience in the evaluation of building systems, construction techniques, and any recommendations of materials to create an optimum value in meeting the design requirements.

6.1.7 Scheduling (20 points):

The Firm should provide an overview of its scheduling approach and methodology, indicating its procedure for scheduling and compliance controls, and describe any similar current project(s) and the projected versus actual schedules for each.

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Section 7 - Other Terms and Conditions

7.1. General Conditions

The State's General Contracting Conditions (Form PUR 1000) and General Instruction to Vendors (Form PUR 1001) may be viewed at the link below and are hereby incorporated by reference in their entirety as part of this RFQual.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

The terms and conditions set forth within this RFQual supersede any conflicting terms and conditions set forth within forms PUR 1000 or PUR 1001.

7.2. Travel Expenses

The Department shall not be responsible for the payment of any travel expenses incurred by the Vendor(s) or Contractor due to this RFQual or Contract.

7.3. Vendor Diversity

The State of Florida is committed to supporting its diverse business industry and population by ensuring participation of minority-owned, women-owned, and veteran-owned business enterprises in the State's economic life. The Department works in conjunction with the Florida Department of Management Services, Office of Supplier Development, to provide training on how to access its procurement opportunities.

The Office of Supplier Development offers resources to diverse business enterprises, including the Mentor Protégé Program, which connects eligible business enterprises with private corporations for business development mentoring. For more information, including contact information, on the Mentor Protégé Program, Vendors may visit the Office of Supplier Development's website at:

https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd

7.4. Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, the Contract shall be procured in accordance with the

provisions of Section 403.7065, F.S., relating to the procurement of materials with recycled content.

7.5. Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract produce original writing, sound recordings, pictorial reproductions, drawings, or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials that are so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same will vest in the Florida Department of State for the exclusive use and benefit of the State. Pursuant to Section 286.021, F.S., no person, firm, or corporation, including parties to the Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and save harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Contractor may, at its option and expense, procure for the Department the right to continue use of, replace, or modify the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials covered by letter, patent, or copyright, it is mutually agreed and understood without exception that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work to be performed hereunder.

7.6. Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to the Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract. Upon the execution of the Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a State agency or subdivision as defined in Section 768.28(2), F.S., the Contractor shall furnish the Department, upon request, written verification of liability protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

7.7. PCard Payments

Upon mutual agreement between the Department and Contractor, the Contractor will accept and receive payments via PCard in the same manner it receives other Visa card purchases. To find out more about the State's PCard program, Vendors or Contractor may visit:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services.

7.8. Vendor Ombudsman

Vendor Ombudsman has been established within the Florida DFS. The duties of this position include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Florida DFS at (850) 413-5516.

7.9. Special Conditions

7.9.1. Retention of Records and Documentation

A. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required

by the Department in order to perform the service or the Contract obligations; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service or the Contract obligations. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § 24(a) of Art. I of the State Constitution and Section 119.07 (1), F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this Contract, contact the custodian of public records at:

Florida Department of Corrections

ATTN: Public Records Unit

501 South Calhoun Street

Tallahassee, Florida 32399-

2500

Telephone: (850) 717-9774

Fax: (850) 922-4355

Website:

[https://floridadoc.govqa.us/WEBAPP/rs/\(S\(mxurvkh n004wtw1e ymm15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkh n004wtw1e ymm15f4x))/SupportHome.aspx)

B. Audit Requirements

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Standards (GAAS).
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract.
- c. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in the Contract and CFO Memorandum #20, which is incorporated herein as if fully stated.

C. Record Retention

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract following termination of the Contract for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link: <https://dos.myflorida.com/library-archives/records-management/general-records-schedules/>. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than two (2) Business Days upon request, if stored at a different site location than the address listed on the resulting Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. The Contractor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of the appropriate timeframes, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The Contractor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 Days if and when the records are being moved to a new location.

7.9.2. E-Verify

1. **The Contractor has completed and submitted DMS Form PUR 7801 included as Attachment VIII, prior to Contract execution and agrees to re-submit this completed form each year on the contract anniversary date.**
2. The Contractor has provided proof of its E-Verify registration prior to Contract execution.
3. The Contractor understands that it shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the State, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, in accordance with Section 448.09, F.S.
4. The Contractor understands that it must request and maintain an affidavit for all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The Contractor certifies that it will provide subcontractor affidavit(s) to the Department at any time the Department requests.

7.9.3. Foreign Countries of Concern

1. The Contractor understands that in completing the requirements of the Contract that it will have access to personal identifying information as “personal information” is defined in Section 501.171, F.S.; and
2. **The Contractor certifies by its signature that it has completed DMS FORM PUR 7801 and provided the Department a completed DMS Form PUR 1355, included as Attachment VI.**

7.9.4. Foreign Gifts and Contracts

In executing the Contract, the Contractor certifies the following:

The Contractor has completed DMS Form PUR 7801, has made all required disclosures in accordance with Section 286.101(3), F.S., and understands that it has a continuing requirement to make disclosures in accordance with Section 286.101, F.S.

7.9.5. Certifications in DMS FORM PUR 7801

The Contractor has completed the section within DMS FORM PUR 7801 that pertains to the following:

1. Suspended Vendor List
2. Antitrust Violator Vendor List
3. Discriminatory Vendor List
4. Convicted Vendor List

7.9.6. Forced Labor Vendor List

In executing the Contract, **the Contractor certifies by its signature that it has completed DMS Form PUR 7801 and provided the Department a completed DMS Form PUR 2024, included as Attachment VII**, and understands that pursuant to Section 287.1346, F.S., a vendor on the Forced Labor Vendor List may not:

1. Be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency; or
2. Transact business with any agency.

7.9.7 Right to Withdraw

The Department reserves the right to withdraw this RFQual at any time and by doing so assumes no liability to any Vendor.

7.9.8 Reply Withdrawal

After submission, a Vendor may withdraw its Reply by submitting a written request to the Procurement Officer. A Vendor's request to withdraw their Reply must originate from the email of their duly authorized representative or be signed by their duly authorized representative. The Department must receive such requests within 72 hours of the Sealed Qualifications Deadline and time of opening indicated in the Timeline. If multiple Replies are received from the same Vendor and the Vendor has not withdrawn any of its Replies, the Department will evaluate only the Vendor's last Reply. All other Replies shall remain valid for 365 Days from the Reply Deadline.

7.9.9 Subcontracts

The Contractor is fully responsible for all work performed under the Contract. The Contractor may, upon receiving written consent from the Contract Manager, use service providers and/or enter into written Subcontract(s) for the performance of certain functions under the Contract. No Subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its

duties. The Contractor shall make payments to Subcontractors. If a Subcontractor is utilized by the Contractor, the Contractor shall pay the Subcontractor within seven (7) Business Days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any Subcontract. The Contractor shall be solely liable to the Subcontractor for all expenses and liabilities under the Contract. The Contractor's failure, without reasonable cause, to pay a Subcontractor within seven (7) Business Days will result in a penalty to be paid by the Contractor to the Subcontractor in the amount of 0.5% of the amount due per Day past the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

All subcontracts shall comply with the Department's Procedure 205.002 "Contract Management", and shall include the items noted below:

- Identity of the Subcontractor (i.e., company, individual, etc.) that will be performing the subcontracted services;
- Qualifications of the Subcontractor;
- License(s) and certification(s) provided by the Subcontractor, required to perform the subcontracted services; and
- Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - Cooperation with the Inspector General
 - Cooperation with the Florida Senate and the Florida House of Representatives
 - E-Verify
 - Staff Background/Criminal Records Checks

Additionally, all Subcontractor agreements must include a statement from the proposed Subcontractor acknowledging acceptance of and intent to be bound by the Contract terms included in the Contract between the Department and the Contractor.

7.9.10 Safety Standards

Unless otherwise stipulated in this RFQual, all manufactured items and fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

7.9.11 Americans with Disabilities Act (ADA)

The Contractor shall comply with the Americans with Disabilities Act (ADA) 42 USC § 12101, et. seq. In the event of the Contractor's noncompliance with the

nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, the Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further Contracts.

7.9.12 Non-Discrimination

No person, on the grounds of race, creed, color, national origin, age, sex, marital status, or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract.

7.9.13 Use of Funds for Lobbying Prohibited

The Contractor agrees to comply with the provisions of Section 216.347, F.S., which prohibits the expenditure of State funds for the purposes of lobbying the Legislature, the Judicial Branch, or a State agency.

7.9.14 Prohibition Against Contingent Fees

Pursuant to Section 287.055(6)(a), F.S., the Contract will specify: "The architect (or registered surveyor and mapper or professional engineer, as applicable) warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the architect (or registered surveyor and mapper, or professional engineer, as applicable) to solicit or secure this agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the architect (or registered surveyor and mapper or professional engineer, as applicable) any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this agreement."

For the breach or violation of this Section 287.055(6)(a), F.S., the Department shall have the right to terminate the Contract without liability and, at its discretion, to deduct from the Contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift, or consideration.

7.9.15 Confidentiality

The Contractor shall maintain the confidentiality of individual participants receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and Contractor agree that all information and records obtained in the course of Contract performance shall be subject to confidentiality and disclosure provisions of applicable federal and

State statutes and regulations adopted pursuant thereto.

Except for individuals assigned to work on the Contract, the Contractor agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person unless released in writing to do so by the Department.

7.9.16 PRI Enterprises

The Contractor agrees that any articles which are the subject of, or are required to carry out the Contract, shall be purchased from PRI, identified under Chapter 946, F.S., in the same manner, and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRI for the purposes of the Contract. This clause is not applicable to subcontractors unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.priflorida.org>.

7.9.17 Products Available from the Blind or Other Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner, and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; and for purposes of the Contract, the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

7.9.18 Prison Rape Elimination Act (PREA)

The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), 28 C.F.R. Part 115. The Contractor's staff who will not enter the secured perimeter, but can be on property in the presence of an inmate, shall also comply with all Department policies and procedures that relate to PREA (see Department Procedure 602.053, "Prison Rape: Prevention, Detection, and Response") and immediately report any suspected/reported PREA violations to the Contract Manager for the Department verbally and follow up with a written notification to the Contract Manager within 24 hours of learning about the suspected PREA violation.

7.9.19 Employment of Department Personnel

The Contractor shall not knowingly engage, employ, or utilize any current or former employee of the Department where such employment conflicts with

Section 112.3185, F.S.

7.9.20 Florida Department of State Licensing Requirements

All entities defined under Chapters 605, 607, 617, or 620, F.S., seeking to do business with the Department, shall be on file and in good standing with the Florida Department of State or provide certification of their exemption thereof.

7.9.21 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service or performance requirements outlined in the Contract. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed or commodities to be provided under the Contract are subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates and of the general public, which is serviced by the Department, either directly or indirectly, through the Contract.

7.9.22 Electronic Transfer of Funds

Contractors are encouraged to accept payments for work performed under the Contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit system, the Contractor must complete a direct deposit form available on DFS's website at <https://myfloridacfo.com/division/aa/vendors> and mail it to the DFS Direct Deposit Section as directed on the form.

7.9.23 Security Requirements

The successful Vendor shall comply with the Department's security requirements and the Department's Restricted Procedure number 602.016, Entering and Exiting Department of Corrections Institutions. Attachment IX, Security Requirements for Contractors, is provided for reference. These requirements are subject to change.

7.9.24 Cooperation with the Florida Senate and the Florida House of Representatives

In accordance with Section 287.058(7), F.S., the Contractor agrees to disclose any requested information relevant to the performance of the Contract to members or staff of the Florida Senate or the Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from enforcing any nondisclosure clauses conflicting with this requirement.

Section 8 - Selection Process

- 8.1** A Selection Committee will be appointed as prescribed in Rule 60D-5.0082(1), F.A.C.
- 8.2** The selection process shall be conducted per Section 287.055(4), F.S.
- 8.3** The Selection Committee will review all Firms with Responsive Sealed Qualifications. The Selection Committee shall select, based on the score determined using Attachment IV, Selection Score Sheet, three (3) Firms deemed to be the most highly qualified to perform the Project. However, the Department reserves the right to select more or fewer than three (3) Firms. Selected Firms will be notified by the date identified in the Timeline.
- 8.4** The Selection Committee may require presentations from the highest-ranking Firms. Presentations will be held on the date(s) established in the Timeline and will be in-person in Tallahassee, Florida.
- 8.5** Based on the scores in the initial screening and during presentations, the Department will award the selection to the highest-ranking Firm, based on the best value.

Contract negotiations will begin with the Firm deemed most qualified by the Selection Committee based on its Grand Total Score. Contract negotiations shall be conducted in accordance with Section 287.055(5), F.S.

- 8.6** Under Section 120.57(3), F.S., any person who is adversely affected by the agency decision or intended decision shall file a notice of protest or formal written protest with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to CO-GCAgencyClerk@fdc.myflorida.com, or by fax to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003, 28-110.004, and 28-110.005, F.A.C. Filings received after the business hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. E.T. will be filed the next Business Day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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ATTACHMENT I - Project Description

Section A – Project Summary

The Project consists of continuing architectural and engineering services for Region 3 for various Projects in which the basic construction costs for each Project do not exceed \$4,000,000, and when the fee for Professional Services does not exceed \$500,000 in each of the 4 Regions.

Funding for design and pre-construction services is as follows:

Design Funding (current fiscal year)	\$500,000
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Section B – Professional Services

DESIGN AND PERMITTING

A/E Services

Construction administration services will be provided by the Contractor's architect, in conjunction with the Department staff. During the bidding and construction phases, the Contractor's architect will, in conjunction with the Department, perform construction observations, review of shop drawings, and certify completed work.

Building Permitting Services

Building permitting services will be provided by the Department's contracted building permitting service provider. All building plans are required, by law, to be reviewed for compliance with the Florida Building Code and inspected for code compliance. Additionally, the plans must be reviewed, approved, and inspected by the State Fire Marshal.

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ATTACHMENT II - Firm's Contact Information

The Firm shall identify the contact information for Selection and contractual purposes via the requested fields of the table below.

	For Selection purposes, the Firm's representative shall be:	For contractual purposes, should the Firm be awarded, the Firm's representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Fax: (If applicable)		
Email:		

Firm Name

Printed Name of Authorized Representative

FEIN

Signature of Authorized Representative

Date

ATTACHMENT III - Reference Form and Questionnaire

Reference #1

Firm's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person:**Alternate Contact Person:****Primary Telephone Number:****Alternate Telephone Number:****Contract Performance Period:****Location of Services:**

Brief description of the services performed for this reference:

Dated _____ day of _____ 20____.

Name of Organization:

Signed by:

Print

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ day of _____ 20____.

Personally	OR Produced	Type of Identification
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Notary Public:

My Commission Expires:

Reference #1

Firm's Name:	
Reference's Company Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. How would you rate the contract implementation with this Firm? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
2. Did the Firm consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
3. Did the Firm submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
4. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Firm? Yes = 0, No = 4	
5. How would you rate the Firm's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
6. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
7. Did the Firm's project/contract manager effectively manage the contract? Yes = 4, No = 0	
8. How would you rate the Firm's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
9. Was the Firm's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
10. Did the Firm work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
11. Would you contract with this Firm again? Yes = 8, No = 0	
12. Were there any inmate escapes at the fault of the Firm? If yes, please provide the circumstances of the escape. Yes = 0 No = 4	
Total Score	

Reference completed by:

Name (printed)_____
Title_____
Signature_____
Date

Reference #2

Reference #2

Firm's Name:	
Reference's Company Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. How would you rate the contract implementation with this Firm? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
2. Did the Firm consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
3. Did the Firm submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
4. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Firm? Yes = 0, No = 4	
5. How would you rate the Firm's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
6. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
7. Did the Firm's project/contract manager effectively manage the contract? Yes = 4, No = 0	
8. How would you rate the Firm's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
9. Was the Firm's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
10. Did the Firm work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
11. Would you contract with this Firm again? Yes = 8, No = 0	
12. Were there any inmate escapes at the fault of the Firm? If yes, please provide the circumstances of the escape. Yes = 0 No = 4	
Total Score	

Reference completed by:

Name (printed)_____
Title_____
Signature_____
Date

Reference #3

Reference #3

Firm's Name:	
Reference's Company Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. How would you rate the contract implementation with this Firm? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
2. Did the Firm consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
3. Did the Firm submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
4. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Firm? Yes = 0, No = 4	
5. How would you rate the Firm's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
6. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
7. Did the Firm's project/contract manager effectively manage the contract? Yes = 4, No = 0	
8. How would you rate the Firm's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
9. Was the Firm's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
10. Did the Firm work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
11. Would you contract with this Firm again? Yes = 8, No = 0	
12. Were there any inmate escapes at the fault of the Firm? If yes, please provide the circumstances of the escape. Yes = 0 No = 4	
Total Score	

Reference completed by:

Name (printed)_____
Title_____
Signature_____
Date

Reference #4

Reference #4

Firm's Name:	
Reference's Company Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. How would you rate the contract implementation with this Firm? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
2. Did the Firm consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
3. Did the Firm submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
4. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Firm? Yes = 0, No = 4	
5. How would you rate the Firm's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
6. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
7. Did the Firm's project/contract manager effectively manage the contract? Yes = 4, No = 0	
8. How would you rate the Firm's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
9. Was the Firm's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
10. Did the Firm work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
11. Would you contract with this Firm again? Yes = 8, No = 0	
12. Were there any inmate escapes at the fault of the Firm? If yes, please provide the circumstances of the escape. Yes = 0 No = 4	
Total Score	

Reference completed by:

Name (printed)_____
Title_____
Signature_____
Date

Reference #5

Reference #5

Firm's Name:	
Reference's Company Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:

Question	Score
1. How would you rate the contract implementation with this Firm? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
2. Did the Firm consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
3. Did the Firm submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
4. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Firm? Yes = 0, No = 4	
5. How would you rate the Firm's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
6. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
7. Did the Firm's project/contract manager effectively manage the contract? Yes = 4, No = 0	
8. How would you rate the Firm's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
9. Was the Firm's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
10. Did the Firm work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
11. Would you contract with this Firm again? Yes = 8, No = 0	
12. Were there any inmate escapes at the fault of the Firm? If yes, please provide the circumstances of the escape. Yes = 0 No = 4	
Total Score	

Reference completed by:

Name (printed)_____
Title_____
Signature_____
Date

ATTACHMENT IV - Selection Score Sheet

Selection Committee Member: _____

Initial Screening

Evaluation Category	Maximum Possible Score	Firm Score
Related Building Experience	20	
Office Team Staff	15	
On-Site Project Staff	20	
Scheduling and Cost Control	15	
Information Systems	15	
Financial Capability (Scored by a Certified Public Accountant)	15	
Initial Screening Evaluation Total Score		

Presentations

Evaluation Category	Maximum Possible Score	Firm Score
References	10	
Knowledge of Site and Local Conditions	15	
Insurance	5	
Proposed Project Staff and Functions	20	
Overall Approach and Methodology	20	
Cost Control/Value Engineering	10	
Scheduling	20	
Presentations Total Score		

Grand Total Score (Initial Screening Total Score + Presentations Total Score): _____

Selection Committee Member Signature: _____

ATTACHMENT V - Pass/Fail Requirement Certification And Non-Collusion Certification
RFQual-26-064

1. Business/Corporate Experience

The Vendor certifies it has at least three (3) years' of business/ corporate experience, within the last five (5) years, in providing services relevant to the provision of services of similar size and scope of this solicitation. To ensure the Vendor is qualified to serve Inmate populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of Subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing services of similar size and scope as described in this RFQual.

2. Prime Vendor

The Vendor certifies it will act as the prime Vendor to the Department for all services provided under the Contract.

3. Performance Guarantee/Bond

The Vendor certifies that it can demonstrate their ability to meet the performance guarantee/bond requirements. Within 10 Business Days of Contract execution, the Vendor shall furnish the Department a performance bond or irrevocable letter of credit in amount of \$5 million or the average annual price of the Contract (averaged from the initial term of the Contract). The bond or letter of credit will be used to guarantee at least satisfactory performance by the Vendor throughout the term of the Contract (including renewal years).

4. Meets Legal Requirements

The Vendor certifies that its proposed offering/solution, and all services to be provided under the Contract shall be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

5. Financial Stability

The Vendor attests to its positive financial standing and that its current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

6. Statement of No Inducement

The Vendor certifies that it has made no attempt and will make to attempt to induce any other person or firm to submit or not to submit a Reply. Further, the Vendor certifies its Reply contained herein is submitted 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 non-competitive Reply.

7. Statement of Non-Disclosure

The Vendor certifies that neither the price(s) contained in this Reply, nor the approximate amount of this Reply have been disclosed prior to award, directly or indirectly, to any other Vendor or to any competitor.

8. Statement of Non-Collusion

The Vendor certifies that the prices and amounts in its Reply have been arrived at independently, without consultation, communications, or agreement with any other Vendor or

with any entity for the purpose of restricting competition.

9. Statement of Data Security

The Vendor attests that all data generated, used, or stored by the Vendor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

10. Scrutinized Company Certification

A. If the vendor provides goods or services of any amount, the vendor certifies:

- The Vendor has completed the “Quarterly List of Scrutinized Companies” section of Form 7801.

B. If the vendor provides goods or services that could be at or above \$1 million, the vendor also certifies:

- The Vendor has completed the “Scrutinized List of Prohibited Companies” section of Form 7801.

C. The vendor agrees that the Agency can immediately terminate any agreement for cause or disqualify the vendor from further consideration of any purchases, if the following is discovered:

- The vendor is found to have submitted a false certification, after providing notice in accordance with 287.135(5)(a), F.S.;
- The vendor is placed on a list created pursuant to s. 215.473, F.S., relating to scrutinized active business operations in Iran; or
- The vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

D. The vendor understands the following:

- The Agency may, on a case-by-case basis, make exceptions to these requirements as permitted in s. 287.135(4), F.S.; and
- An unsuccessful vendor has no right to protest the award of a contract or renewal on the basis of a false certification, in accordance with s. 287.135(6), F.S.

11. E-Verify

Every public employer, contractor, and subcontractor shall register with and use the E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all newly hired employees.

A. The Vendor has completed the E-Verify section in PUR 7801.

B. The vendor understands that a public agency must require that any contractor or subcontractor registers with and uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with s. 448.095(5), F.S.

C. The vendor understands that it shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private

or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, in accordance with s. 448.09, F.S.

D. The vendor has included proof of its E-Verify registration.

E. The primary vendor understands that it must request and maintain an affidavit for all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The primary vendor certifies that it will provide subcontractor affidavit(s) to the Department at any time the Department requests.

12. Foreign Countries of Concern Attestation

A. The vendor understands that, if awarded, it will have access to personal identifying information as “personal information” is defined in s. 501.171, F.S.

B. The vendor has included a completed DMS Form PUR 1355.

13. Foreign Gifts, Interest and Contracts

In submitting this bid, proposal or reply, the vendor certifies the following:

A, The vendor has completed the s. 286.101 required disclosures section of PUR 7801;

B. If applicable, the vendor has provided a list to the Department, prior to submission of its bid, proposal or reply, of previous disclosures that were made subject to the requirements of s. 286.101(3), F.S.; and

C. The vendor understands that it is a continuing requirement of this procurement process to make disclosures in accordance with s. 286.101, F.S.

14. The Vendor has completed the PUR 7801 section that relates to the following:

- **Convicted Vendor List**
- **Discriminatory Vendor List**
- **Antitrust Violator Vendor List**
- **Suspended Vendor List**

15. Forced Labor Vendor List

Contractor has completed **DMS FORM PUR 7801** and **DMS Form PUR 2024**; and understands that pursuant to Section 287.1346, F.S., a Vendor on the Forced Labor Vendor List:

1. May NOT be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or
2. May NOT transact business for the provision of commodities with any agency.

3. May have a contract immediately terminated in accordance with Section 287.1346(4)(a)2., F.S., if the Contractor is placed on the Forced Labor Vendor List.

Vendor Name: _____

Authorized Signature: _____

Printed Name of Authorized Signor: _____

NOTARY AFFIRMATION: STATE OF _____, COUNTY OF _____

Pursuant to Section 117.05(13)(a), F.S., the signor, subscribed before me by means of physical presence or online notarization, this _____ (Day) of _____ (month), 20____, affirms the contents of this Attachment.

(Place Notary Seal Below) | Signature of Notary Public: _____

Name of Notary Typed, Printed, or Stamped: _____

ATTACHMENT VI - Foreign Country of Concern Attestation (PUR 1355)

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or Reply to, or entering into, renewing, or extending, a Contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in Rule 60A-1.020, F.A.C.

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

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**ATTACHMENT VII - Forced Labor Vendor Attestation
(PUR 2024)**

PUR 2024

Use of Coercion for Labor or Services

Pursuant to section 787.06(14), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a contract with a governmental entity.

The entity named below does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

ATTACHMENT VIII - Vendor Certification Form (PUR 7801)

Vendor Certification Form

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 .
Determined by Vendor	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.
Required	Choose an item.	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	Choose	If the vendor is a common carrier, as defined in section 908.111, F.S., or a

	an item.	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.
N/A	Choose an item.	If the Contract is for the provision of commodities, in accordance with section 287.1346, F.S., the vendor, and any entity under the control of vendor, has not been placed on the Forced Vendor List within the past 365 days or, if placed on the Forced Vendor List, has been removed pursuant to section 287.1346(5)(d), F.S. If the Contract is for the provision of commodities, the Contractor will submit, prior to entering into or renewing the Contract, a written certification from senior management, as defined in section 287.1346(1)(c), F.S., which certifies to the best of their knowledge the commodities being offered pursuant to this solicitation have not been produced, in whole or in part, by forced labor. The vendor is hereby informed of the provisions of section 287.1346, F.S., that identify the impacts to a vendor's ability to respond to the competitive solicitations of a state agency; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a state agency; or to transact business for the provision of commodities with a state agency if it, or entities under the control of the vendor, is placed on the forced labor list in accordance with section 287.1346, F.S..

[The Customer may add rows to this table for additional certifications required by law or rule]

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	

ATTACHMENT IX - Security Requirements for Contractors

NOTE: This form is included in this RFQual, for reference only.

Firm Representing: _____

Contractor/Vendor Employee Name: _____

(Print)

FLORIDA DEPARTMENT OF CORRECTIONS SECURITY REQUIREMENTS FOR CONTRACTORS

944.47 Introduction, removal, or possession of contraband; penalty.

(1)(a) Except through regular channels as authorized by the officer in charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution. As used in this subparagraph, the term "portable communication device" means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA's, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the department for investigative or institutional security purposes or for conducting other state business.

7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any inmate of any state correctional institution any article or thing declared by this subsection to be contraband, at any place which is outside the grounds of such institution, except through regular channels as authorized by the officer in charge of such correctional institution.

(c) It is unlawful for any inmate of any state correctional institution or any person while upon the grounds of any state correctional institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such correctional institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

In addition to the statutory requirements, these are additional security guidelines:

- (1) Absolutely, no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B.
 - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber

or razor wire rapidly and effectively.

- (b) Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or inmates.
 - (c) Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times.
 - (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
 - (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
 - (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
 - (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
 - (11) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by the institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

Contractor/Vendor Signature

Date

FDC Staff Witness Signature

ATTACHMENT X - Subcontracting Form

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation: YES _____ NO _____ (check one)

If **no**, vendor is not required to complete the remainder of this form.

If **yes**, vendor is required to complete the remainder of this form.

Service:	
Company Name:	
Contact:	
Address:	
Telephone:	
Fax:	
Occupational License No:	

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Veteran-Owned? YES _____ NO _____ (check one)

Acknowledgment from Respondent that this subcontractor has successfully complied with the "Subcontractor Acceptance Process"? YES _____ NO _____ (check one)

W-9 verification: YES _____ NO _____ (check one)

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.
