



Inspiring all girls to be
strong, smart, and bold

PUBLIC NOTICE
**REQUEST FOR QUALIFICATIONS | PROFESSIONAL SERVICES
GIRLS, INC OF BAY COUNTY**

Girls Inc. of Bay County (“Girls Inc.”) seeks Proposals from experienced and qualified architects and/or engineers to provide full-service A&E design and construction administration services for the new Girls Inc. educational/recreational facility. The scope of the project is more fully described in Section 2, “RFQ Scope of Services” for the RFQ documents. This RFQ is issued pursuant to Section 287.055 of the Florida Statutes, the “Consultants Competitive Negotiation Act” (“CCNA”). All references to Florida Statutes and other laws/regulations will be interpreted to include “as amended from time to time.”

Request for Qualifications (RFQ) documents may be obtained on or after **January 17, 2022** from the Girls Inc., webpage (<https://girlsincofbaycounty.org/>) and social media.

Completed Proposals must be delivered to Girls Inc., 300 Clara Avenue, Panama City Beach, FL 32407 by or no later than 2:00PM CST, on February 17, 2022, (“Proposal Submission Due Date”). Any Proposals received after the Proposal Submission Due Date or delivered to a different address, department, or location will not be considered.

It is the sole responsibility of Proposers to ensure receipt of all addenda. It is recommended that firms check the Girls Inc. website and social media for updates through the issuance of addenda.

Girls Inc. has scheduled a **Voluntary Pre-Proposal Conference, on February 4, 2022, at 9:00 AM CST, at 300 Clara Avenue, Panama City Beach, FL 32407.** Attendance is strongly encouraged, but not required. Use of personal protective equipment (such as masks) by those in attendance is recommended but not mandatory. At the discretion of Girls Inc., attendance may be offered via Video Conference.

Girls Inc. reserves the right to accept any Proposals deemed to be in the best interest of Girls Inc. to waive any minor irregularities, scrivener’s errors, minor omissions, minor deviations, and/or technicalities in any Proposals, or to reject any or all Proposals and to re-advertise for new Proposals, in accordance with the applicable sections of the Florida Statutes and this RFQ. The responsibility for submitting a Proposal before the stated time and date is solely and strictly that of the Proposer. Girls Inc. is not responsible for any delayed, late, lost, misdelivered, or non-delivered Proposals, no matter the cause.

Proposers are advised that proposals submitted with irregularities, deficiencies, and/or technicalities that deviate from the minimum qualifications, experience, and submission requirements of a RFQ shall result in a non-responsive determination. Only minor irregularities, deficiencies, and technicalities may be allowed to be timely cured by Proposers at the sole discretion of Girls Inc. Material irregularities, deficiencies, and technicalities cannot be cured by the Proposer, and are not waivable by Girls Inc.

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SECTION 1 INTRODUCTION TO REQUEST FOR QUALIFICATIONS

1.1 INVITATION

Girls Inc. of Bay County (“Girls Inc.”) seeks Proposals from experienced and qualified architects and/or engineers to provide full-service A&E design and construction administration services for the new Girls Inc. educational/recreational facility as fully described in Section 2, “RFQ Scope of Services”. This RFQ is issued pursuant to Section 287.055 of the Florida Statutes, the “Consultants Competitive Negotiation Act” (“CCNA”). All references to Florida Statutes and other laws/regulations will be interpreted to include “as amended from time to time.”

Copies of this solicitation are available on the Girls Inc. webpage: www.girlsincofbaycounty.org.

For purposes of this RFQ, the words:

1. “Proposal” shall mean the completed written and properly signed submission in response to this RFQ by a Proposer.
2. “Proposer” shall mean the entity submitting a Proposal in response to this RFQ.

1.1.3 “Executive Director” shall be the Girls Inc. Executive Director, or designee.

Throughout this RFQ, the phrases “must” and “shall” will denote mandatory requirements. Any Proposal that does not meet the mandatory requirements is subject to immediate disqualification.

1.2 SUBMISSION OF PROPOSALS

Sealed written Proposals must be received by Girls Inc. no later than the date, time, and at the location indicated in Section 4.3, “Proposal Submission Date and Location”, in order to be considered. Proposals can be hand delivered or sent by mail, common carrier (e.g., UPS, FedEx), or courier. Faxed documents are not acceptable. Three unbound, tabbed original hard copies and one copy in digital format (preferably on a USB drive) in .pdf file format of the Proposer’s Proposal must be timely received by the Proposal Submission Due Date, or the Proposal will be disqualified. Untimely or misdelivered submittals will not be considered.

1.3 VOLUNTARY PRE-PROPOSAL CONFERENCE

Voluntary Pre-Proposal Conference, on February 4, 2022, at 9:00 AM CST, at 300 Clara Avenue, Panama City Beach, FL 32407. Prospective Proposers are strongly encouraged to attend this meeting to obtain information relative to the RFQ. Use of personal protective equipment (such as masks) by those in attendance is recommended but not mandatory.

1.4 CONE OF SILENCE

Cone of Silence. The Cone of Silence shall be applicable to this Request for Qualifications for Professional Services.

"Cone of Silence" is defined to mean a prohibition on:

- a) communication regarding this Request for Qualifications ("RFQ") between a potential Proposer and any lobbyist, attorney or consultant retained by the Proposer (the "Proposer Team") and the Girls Inc. Board of Directors or their respective staffs and any member of Girls Inc.'s professional staff including, but not limited to, the Girls Inc. Executive Director and their staffs;
- b) any communication regarding this RFQ between the Proposer Team and any member of the selection/evaluation panel, therefore.

Notwithstanding the foregoing, the Cone of Silence shall not apply to:

- a) communications between the Proposer Team and the Executive Director and Girls Inc. Attorney;
- b) communications between the Proposer Team and the Girls Inc. Executive Director and/or Board of Directors provided that such communications are initiated by the Girls Inc. Executive Director and/or Board of Directors;
- c) communications between the Proposer Team and any Girls Inc. Staff regarding this RFQ, provided the communication is limited strictly to matters of process or procedure already contained in the corresponding solicitation;
- d) oral presentations before selection/evaluation panel and communications occurring during duly noticed meetings of selection/evaluation panels;
- e) competitive negotiations;
- f) public presentations made to the Girls Inc. Board of Directors and communications occurring during any duly noticed public meeting;
- g) communications in writing or by e-mail at any time with any Girls Inc. employee or member of the Girls Inc. Board of Directors shall file a copy of any written communications with Girls Inc.;
- h) Contract negotiations.

(4) Procedure.

- a) Imposition. A Cone of Silence is hereby imposed when the solicitation is advertised in a newspaper of general circulation.
- b) Termination. Except as otherwise provided herein, the Cone of Silence shall terminate at the time the Girls Inc. Executive Director provides a written recommendation to the Girls Inc. Board of Directors, provided however, that if Girls Inc. Board of Directors refers the recommendation back to the Girls Inc. Executive Director for further review, the Cone of Silence shall be reimposed until such time as the Girls Inc. Executive Director's subsequent written recommendation is received by Girls Inc. Board of Directors.

(5) Penalties.

Violation of the Cone of Silence may disqualify the Proposer and the Proposal may be rejected and not considered for award. Further, a violation of this section by a Proposer Team may subject said Proposer to potential debarment from performing future work from Girls Inc. for a period of time, such time period to be determined by Girls Inc.

1.5 ADDITIONAL INFORMATION OR CLARIFICATION

Requests for additional information or clarifications must be made in writing. Proposers may e-mail their requests for additional information or clarifications to storch@girlsincofbaycounty.org.

Any request for additional information or clarification must be received in writing **no later than 2:00PM, on February 8, 2022**. Late or misdelivered requests for additional information or clarification may not receive a response in the subsequent addendum.

Girls Inc. will issue responses to inquiries received and any other corrections or amendments it deems necessary via written addenda, prior to the Proposal Submission Date. Proposers should not rely on any representations, statements, or explanations other than those made in this RFQ and in any written addenda to this RFQ. Where there appears to be conflict between the RFQ and any addenda issued, the last addendum issued shall prevail.

Addenda will only be made available on Girls Inc. webpage, and it is the Proposer's sole responsibility to assure its review and receipt of all addenda. Prior to submitting the Proposal, the Proposer should check Girls Inc. website and social media for all addenda:
www.girlsincofbaycounty.org

1.6 AGREEMENT TERMS AND CONDITIONS

The Proposer selected to render the services requested herein (“Successful Proposer”) shall be required to execute a Professional Services Agreement (“Agreement”) with Girls Inc.. Certain provisions of the Agreement are non-negotiable. These include, without limitation, applicability, and compliance with applicable laws (e.g., Federal and State Statutes, County and City Codes), venue, hold harmless, duty to defend, indemnity and insurance, payment and performance bond(s), professional liability insurance, and cancellation for convenience or due to lack of funding, by Girls Inc.

1.7 AWARD OF AGREEMENT

The Agreement may be awarded to the Successful Proposer for the Project by the Girls Inc. Board of Directors, following a written recommendation by the Girls Inc. Executive Director, based upon the qualification requirements reflected herein. The Girls Inc. Board of Directors may accept or reject the recommendation by the Girls Inc. Executive Director and award the Agreement to the Proposer it deems best qualified and suited for the work herein. Girls Inc. reserves the right to execute or not execute, as applicable, an Agreement with the Successful Proposer, when it is determined to be in Girls Inc.’s best interest. Girls Inc. does not represent that any award will be made, or any Agreement will be satisfactorily negotiated to be acceptable to Girls Inc., and the Proposer. The award and execution of an Agreement shall comply with the CCNA, Section 287.055 of the Florida Statutes, as amended.

1.8 AGREEMENT EXECUTION

By submitting a Proposal, the Proposer agrees to be bound to and execute the Agreement, in substantially the form furnished by Girls Inc., for the work requested herein. Upon commencement of the Agreement negotiation process, and without diminishing the foregoing, the Proposer may request clarification and submit comments concerning the Agreement for Girls Inc.’s consideration. None of the foregoing shall preclude Girls Inc., at its option, from seeking to negotiate changes to the Agreement during the negotiation process.

Girls Inc. shall require the Successful Proposer to provide for itself and its Sub-Consultants (if any) all of the following documentation to support the Price Proposal (if applicable), as a condition precedent to execution of an Agreement.

1.8.1 Current financial statement(s), preferably an audited financial statement(s) prepared by a Certified Public Accountant (“CPA”) for the most recently completed fiscal year clearly showing the costs (not percentage) of direct labor, indirect labor, fringe benefits, general administrative costs and overhead, and a statement of profit and/or operating margin.

1.8.2 Raw labor rates by labor or professional classification certified as accurate by an officer of the company.

1.8.3 Breakdown of the fee by task/labor classification and raw or billable hourly rate/number of hours.

1.8.4 Updated information reflecting information resulting from negotiation of the Agreement.

1.8.5 Copy of current Notice of Qualification letter from the Florida Department of Transportation (“FDOT”), *if applicable*.

1.9 UNAUTHORIZED WORK

The Successful Proposer shall not begin work until Girls Inc. issues a written Notice to Proceed (“NTP”). Such NTP shall constitute Girls Inc.’s authorization to begin work. Any unauthorized work performed by the Successful Proposer, prior to receiving the NTP, or during the term of the Agreement, shall be deemed non-compensable by Girls Inc., and shall be at the Proposer’s sole risk and expense. The Successful Proposer shall not have any recourse against Girls Inc. for prematurely performing unauthorized work.

1.10 SUBMITTAL INSTRUCTIONS

Careful attention must be given to all requested items contained in this RFQ. Proposers are invited to submit Proposals in accordance with the requirements of Section 4, “Instructions for Submitting a Proposal. Proposers shall make the necessary entries in all blanks on the forms provided for inclusion in the Proposer’s Proposal. Proposals shall be submitted in sealed envelopes or packages, with the RFQ number, title, and opening date clearly noted on the outside of the envelopes or packages.

1.11 CHANGES/MODIFICATIONS/ALTERATIONS

Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal or withdraw a Proposal at any time prior to Proposal Submission Due Date. All modifications or withdrawals shall be made in writing, to Girls Inc., 300 Clara Avenue, Panama City Beach, FL 32407. Oral modifications are prohibited, and they will be disregarded. Written modifications will not be accepted after the Proposal Submission Due Date. Girls Inc. will only consider the latest version of the Proposal.

1.12 SUB-CONSULTANT(S)/SUB-CONTRACTOR(S)

For purposes of this RFQ, the terms “Sub-Consultant” and “Sub-Contractor” are used interchangeably. A Sub-Consultant or Sub-Contractor is any individual, firm, entity, or organization, other than the employees of the Proposer, who has or will have a contract with the Proposer to assist in the performance of Services required under this RFQ. A Sub-Consultant shall be paid directly by the Proposer and shall not be paid directly by Girls Inc. The Proposer must clearly identify in its Proposal the Sub-Consultants to be utilized in the performance of required Services. Girls Inc. retains the right to accept or reject any Sub-Consultant proposed in accordance with Section 3.5, Minimum Qualification and Experience Requirements, and Section 4.1, Submission Requirements, or proposed prior to execution of the Agreement. Any and all liabilities regarding the use of a Sub-Consultant shall be borne solely by the Successful Proposer, and insurance for each Sub-Consultant must be approved by Girls Inc. and maintained in good standing throughout the duration of the Agreement. Neither the Successful Proposer nor any of its Sub-Consultants are considered employees, partners, affiliates, or agents of Girls Inc. Failure to list all Sub-Consultants and provide the required information may disqualify any unidentified Sub-Consultants from performing work under this RFQ. Proposers shall include in their Proposal the requested Sub-Consultant information and all relevant information required of the Proposer.

After Proposal submittal, Proposers are expressly prohibited from substituting any Sub-Consultant or Sub-Contractor contained in their Proposal. Just cause and prior written approval by the Girls Inc. Executive Director or authorized designee are required for substitution of any Sub-Consultants. If approved, Girls Inc. reserves the right to request additional required documentation as specified in the RFQ. If Girls Inc. does not accept the proposed change(s), the Proposal may be rejected and

not considered for award.

1.13 DISCREPANCIES, ERRORS, AND OMISSIONS

Any discrepancies, errors, or ambiguities in the RFQ or addenda (if any) should be reported in writing. If applicable, Girls Inc. will issue a written addendum to the RFQ clarifying such conflicts or ambiguities. It is agreed that any such alleged discrepancies, errors, or omissions will not be construed against the drafting party.

1.14 DISQUALIFICATION

This RFQ requires the use and submission of specific forms. In addition, the RFQ requires the submission of additional documents and information. Failure to use the provided forms may result in the Proposal being deemed non-responsive, and the Proposal may not be further considered for award. Modification of, retyping, or any alterations to the forms may also result in the Proposal being deemed non-responsive. Additional pages, where indicated, may be included without re-use of the original form.

Girls Inc. reserves the right to disqualify Proposers upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposer. Girls Inc. also reserves the right to waive any immaterial defect or informality in any Proposal, to reject any or all Proposals in whole or in part, or to reissue this RFQ.

Any Proposer who submits in its Proposal any information that is determined by Girls Inc., in its sole opinion, to be substantially inaccurate, misleading, exaggerated, or incorrect, may be disqualified from consideration for award of the Agreement.

Any Proposal submitted by a Proposer who is in arrears (e.g., monies owed, outstanding judgments, or other fees due to Girls Inc.), or otherwise in debt or in breach of contract to Girls Inc. (in this context includes any Girls Inc. facility nationwide), or where Girls Inc. has an open or liquidated damages claim against a Proposer for monies owed to Girls Inc. at the time of Proposal submission, or has been debarred by a federal, State of Florida, or local public entity within the past five years, or is on the convicted vendor list per Section 287.133 of the Florida Statutes, may be rejected as non-responsive/non-responsible and may not be considered as eligible for award.

Prior to award of the Agreement, the above requirements must be met, and is a condition that must be maintained during the term of the Agreement.

1.15 PROPOSER'S EXPENDITURES

Proposers understand and agree that any expenditure incurred in preparation and submittal of Proposals, or in the performance of any services requested by Girls Inc. in connection with the Proposals for this RFQ, are exclusively at the expense of the Proposers. Girls Inc. shall not pay or reimburse any expenditure, or any other expense incurred by any Proposer in preparation of a Proposal, and/or anticipation of Agreement award, and/or to maintain the approved status of the Successful Proposer if an Agreement is awarded, and/or administrative or judicial proceedings resulting from the solicitation process. The Proposer agrees to these terms by submission of a Proposal.

1.16 EXECUTION OF PROPOSAL

The Proposal must be manually and duly signed in legible ink by an authorized corporate officer, principal, or partner (as applicable) with an original signature in full. When a firm is the Proposer, the Proposal shall be signed in the name of the firm by one or more of the partners by legible ink with an original signature in full. When a corporation is the Proposer, the officer signing shall set out the corporate name in full, beneath which he shall sign his/her name, give title of his/her office, and affix the corporate seal. Anyone signing the Proposal as an agent, must file with it adequate legal evidence of signature authority to act on behalf of and bind the Proposer; otherwise, the Proposal may be rejected as non-responsive. Proposers who are corporations shall furnish their Proposal to

Girls Inc. with a copy of their authorization to transact business in the State of Florida. Failure to submit promptly this evidence of qualification to do business in the State of Florida maybe a basis for rejection of the Proposal.

Proposer understands that submitting a Proposal to this RFQ does not constitute an Agreement or Contract between Girls Inc. and the Proposer. Proposer has no contract right or expectation by submitting to Girls Inc. a response to this RFQ.

1.17 INSPECTION OF SITE

The damaged facility has been demolished and site cleared. Proposers are encouraged to carefully examine the site location before submission of a Proposal and make all necessary investigations to inform themselves thoroughly as to all difficulties involved in the completion of all services required pursuant to the mandates and requirements of this RFQ and the Agreement. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the execution of the services pursuant to the Proposal as a result of failure to make the necessary examinations and investigations, will be accepted as an excuse for a failure or omission on the part of the Successful Proposer to fulfill, in every detail, all of the requirements, as defined in the Agreement, nor will they be accepted as a basis for any claims whatsoever for extra compensation or for an extension of time.

END OF SECTION

SECTION 2 RFQ SCOPE OF SERVICES

2.1 PURPOSE

Girls Inc. is seeking to procure a qualified and experienced architectural and/or engineering firm to provide full-service A&E design and construction administration services for the new Girls Inc. educational/recreational facility in accordance with all applicable laws, building and environmental regulations, applicable Federal, State, and Local regulations, and the Scope of Services contained in this RFQ. The Proposer and its Sub-Consultants must be able to perform every element and task included in, but not limited to, those outlined in Section 2.3, Scope of Services.

2.2 PROJECT DESCRIPTION

Girls Inc. is a 501(c)3 nonprofit organization that encourages all girls to be "Strong, Smart, and Bold" through direct service and advocacy. Located throughout the United States, Girls Inc. of Bay County teaches girls ages 6 – 18 skills to navigate through economic, gender, and social barriers and to grow up as independent individuals.

In 2018, Hurricane Michael significantly damaged the Girls Inc. educational and recreational facility ("facility") located at 1100 Fountain Avenue, Panama City, FL 32401. In 2021, the facility and foundation were demolished. The new facility shall be designed to fit within the property lines of 1100 Fountain Avenue, Panama City, FL 32401.

This RFQ is limited to the work described in Section 2.3 Scope of Services.

2.3 SCOPE OF SERVICES

The Successful Proposer will develop a complete design, subject to applicable codes, technical feasibility studies of soil suitability, hydrology, utilities, traffic, and other environmental concerns. The scope of services shall include, but is not limited to, the following:

1. Organize and support the overall scoping, planning, design, and construction administration of the new Girls Inc. facility.
2. Provide a detailed project plan including the project team, roles and responsibilities, deliverables list, milestones schedule, and progress reporting.
3. Establish a standing meeting with the Executive Director to provide project updates on a reoccurring frequency.
4. Engage with Girls Inc. staff, committee members, and the Board of Directors to develop and communicate the facilities conceptual designs.
5. Provide detailed design and documentation of the new facility including site planning, permitting, building design, documentation, and geotechnical soil evaluations for both the site and building design. This may include incorporating mitigation and innovative energy efficiencies into the design.
6. Create cost estimates throughout the design process resulting in a comprehensive estimate that incorporates hard construction costs, soft costs, contingencies, mitigation, in addition to other potential costs.
7. Provide a written scope of work and prepare bid documentation for the solicitation of a contractor in compliance with local, state, and federal regulations. This project is funded, in part, through FEMA grant funding and compliance is required. This is a "design-bid-build" project.
8. Provide all documents (both hard and digital) including plans, drawings, permits, estimates, graphics, sketches, renderings, and other necessary information for the successful completion of the facility. This includes a final set of original reproducible drawings and specifications, digital files of the drawings and specifications, and five (5) sets of drawings, three (3) of which shall be signed and sealed.
9. All designs must be in accordance with all applicable federal, local, and state

- standards and local codes and laws including any specialized requirements for educational facilities.
10. Provide construction administration services necessary to complete the new facility. This includes inspections, review of pay applications, testing, and reporting.
 11. Additional information for Proposers:
 - 11.1. Sitework shall include replacement of parking facilities, complimentary drought tolerant landscape architecture, storm water compliance, environmental documentation, and accessibility compatibility. The site development may include lighting for public functions; playgrounds including distinct apparatus for ages 6 & up; hardscaping (benches, trash receptacles, etc.); and landscaping.

This RFQ is being issued for the development of the design and construction administration phases of the Project. This RFQ does NOT include the construction phase related to this Project. The construction phase related to this Project will be procured through a future solicitation process, separate and independent from this RFQ.

2.4 PROPOSED TEAM / KEY PERSONNEL

The Successful Proposer shall serve as the lead and managing agent for all disciplines required for the Project. The Successful Proposer's work shall be directed by Key Personnel employed directly by the Successful Proposer/Prime Consultant, as described in this RFQ document, and shall consist at a minimum of the following disciplines:

- Lead Architect/Engineer

In addition to the Key Personnel listed above, the Successful Proposer's team must have the following Required Personnel, either through its staff or the staff of any Sub-Consultant/Sub-Contractor:

- Civil, Structural, Mechanical, Electrical, and Plumbing (MEP) Engineers
- Landscape Architect
- CADD Technician
- Cost Estimator

The Successful Proposer shall designate a primary lead individual, who will be referred to as the "Lead Architect/Engineer" to lead all design efforts for the Project. The Successful Proposer shall directly employ the Lead Architect/Engineer. All Key Personnel and Required Personnel shall meet the relevant minimum qualification requirements specified in Section 3.5, "Minimum Qualification Requirements."

Note: As further detailed in the ensuing Agreement, as may be amended from time to time, Girls Inc., acting by and through its Executive Director, authorized designee, and Board of Directors prior to issuance of any Notice to Proceed, or at other reasonable intervals decided by Girls Inc. Executive Director, may elect at Girls Inc.'s discretion, to proceed with the Work on a phased basis. A detailed Scope of Work will be developed by Girls Inc. for each Work Order issued.

END OF SECTION

SECTION 3 RFQ GENERAL CONDITIONS

3.1 ACCEPTANCE/REJECTION

Girls Inc. reserves the right to accept any or all Proposals that best meet the criteria in the Solicitation or reject any or all Proposals and re-advertise. Girls Inc. also reserves the right to reject any Proposer(s) who has previously failed to perform properly under the terms and conditions of a Girls Inc. contract, to deliver on time any contracts with Girls Inc., and/or who does not have the capacity to perform the requirements defined in this RFQ.

PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION.

Girls Inc. will not consider the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process.

Girls Inc., at its sole discretion, may waive minor informalities, technicalities, minor irregularities, or deficiencies and request additional information/clarification for the services specified in this RFQ, and may withdraw and/or re-advertise the RFQ.

3.2 LEGAL REQUIREMENTS

This RFQ is subject to all applicable Federal, State, County, City, and local laws, codes, ordinances, rules, and regulations, loan documents, funding, and grant agreements that in any manner affect any and all of the services covered herein. Lack of knowledge by the Proposer shall in no way be cause for relief from responsibility for compliance with these requirements. Proposer shall fully comply with all applicable Federal, State, County, City, and local laws, codes, ordinances, rules, and regulations, all loan, funding, and grant requirements. The foregoing will be considered as part of the basic duties of performance of the Proposer under the Agreement.

3.3 NON-APPROPRIATION OF FUNDS

In the event that insufficient funds are appropriated, and budgeting or funding is otherwise unavailable or not allocated in any fiscal period for the Agreement, Girls Inc. shall have the unqualified right to terminate the Work Order(s) and/or the Agreement, upon written notice to the Successful Proposer, without any penalty or expense to Girls Inc. or recourse against Girls Inc. No guarantee, promise, warranty, or representation is made that any particular work, work order(s), or any project(s) will be assigned to the Successful Proposer.

3.4 LICENSE REQUIREMENT

Proposers shall comply with all application Federal, State, and Local licensing requirements.

3.5 MINIMUM QUALIFICATIONS AND EXPERIENCE REQUIREMENTS

Girls Inc. is seeking to procure a qualified architectural or engineering firm with experience in completing the Scope of Work as more fully described in Section 2 above. The Proposer shall, as of Proposal submission due date, have the following mandatory minimum qualifications and experience:

3.5.1 Have been licensed, registered, and practicing as an architecture and/or engineering firm authorized to conduct business in the State of Florida for the last three years under its current business name;

3.5.2 Possess a minimum of three years of professional experience with providing similar

type services as described in Section 2.3, "RFQ Scope of Services";

3.5.3 Employ a team member who has been licensed and practicing as an architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," or as an engineer under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession, for a minimum of three years, who shall serve as the Lead Architect/Engineer, who shall be the primary lead for all design efforts of this Project, and who shall be directly employed by the Proposer;

3.5.4 Have team members who have been licensed and practicing as Civil Engineers, Structural Engineers, and Mechanical, Electrical and Plumbing (MEP) Engineers, under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 471, "Engineering," as applicable to the named profession, for a minimum of three years;

3.5.5 Have a team member who has been licensed and practicing as a Landscape Architect under Title XXXII, Regulation of Professions and Occupations, Florida Statutes, Chapter 481, "Architecture, Interior Design, and Landscape Architecture," as applicable to the named profession, for a minimum of three years;

3.5.6 Have a team member who has been practicing as CADD Technician for a minimum of three years; and

3.5.7 Have a team member who has been practicing as a Cost Estimator for a minimum of three years.

Failure to meet the above-stated mandatory minimum requirements may result in the rejection of the Proposer's submittal as non-responsive.

Additionally, Proposers shall provide information on:

3.5.8 Proposer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.9 The Lead Architect/Engineer's qualifications and experience, including at least three completed or ongoing projects similar in size, scope, and complexity to the Project described in this RFQ, currently ongoing or completed within the past three years; and

3.5.10 The Civil Engineer's, Structural Engineer's, and MEP Engineer's resumes that reflect their education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.11 The Landscape Architect's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.12 The CADD Technician's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size, scope, and complexity to the Project described in this RFQ, within the past three years; and

3.5.13 The Cost Estimator's resume that reflects his/her education, qualifications, and experience including, preferably, at least one completed or ongoing project similar in size,

scope, and complexity to the Project described in this RFQ, within the past three years.

Proposals that do not completely adhere to all requirements may be considered non-responsive, and disqualified; see Section 4, "Instructions for Submitting a Proposal," for further directions. Girls Inc. may consider a Proposal responsive where a Proposer has less than the stipulated minimum number of years of experience solely where the Proposer has undergone a name change and such change-of-name has been filed with the State of Florida, or where the Proposer was a subsidiary of a larger firm and the Proposer's firm has been merged into the larger firm. Proposers should include documentation substantiating the above-stated name change and/or merger as part of its Proposal for Girls Inc. to consider crediting the years of experience from the Proposer under its previous name, if applicable. Failure to include such documentation with the Proposal may result in the Proposal being deemed non-responsive.

3.6 COMPLIANCE WITH LAWS, REGULATIONS, AND EXECUTIVE ORDERS

This Project may be funded with federal financial assistance from the Federal Emergency Management Agency ("FEMA"). The Selected Proposer must comply with all applicable Federal laws, regulations, executive orders, and FEMA requirements. Per 2 C.F.R. § 200.326, the Agreement must contain all applicable required contract provisions listed at Appendix II to 2 C.F.R. Part 200. For more information regarding these provisions, see FEMA's Contract Provisions Template, https://www.fema.gov/media-library-data/1569959119092-92358d63e00d17639d5db4de015184c9/PDAT_ContractProvisionsTemplate_9-30-19.pdf.

3.7 PUBLIC ENTITY CRIMES

In accordance with Florida Statutes Section 287.133, a person or affiliate who has been placed on the convicted vendor list, following a conviction for a public entity crime, may not: a) submit a response on a contract to provide any goods or services to a public entity; b) submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) submit responses on leases of real property to a public entity; d) be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under a contract with any public entity; and e) transact business with any public entity in excess of the threshold amount of \$35,000.00 provided in Florida Statutes Section 287.017, CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. Violation of this section by Proposer shall result in rejection of the Proposal, cancellation of the Agreement (if awarded), and may result in Proposer's debarment.

3.8 RESOLUTION OF PROTESTS

Any actual or prospective contractual party who feels aggrieved in connection with the solicitation or award of a contract may submit a notice of intent to protest in writing to Girls Inc. Manager. Notice of Intent to Protest must be made no later than seventy-two (72) hours after the award of the contract followed by a formal written protest submitted within ten (10) days of the notice. Failure of a party to timely file a Notice of Intent to Protest and/or the Protest, shall constitute a forfeiture of such party's right to file a protest. THERE WILL BE NO EXCEPTIONS MADE TO THIS REQUIREMENT.

3.9 REVIEW OF PROPOSAL FOR RESPONSIVENESS

Each Proposal will be reviewed to determine if it is responsive to the submission requirements outlined in the RFQ. A “responsive” Proposal meets the requirements of the RFQ, is submitted in the format outlined in Section 4.2, “Proposal Submission Format,” is of timely submission, and has appropriate signatures/attachments, as required on each document.

3.10 COLLUSION

The Proposer, by submitting a Proposal, certifies that its Proposal is made without previous understanding, agreement, or connection either with any person, firm, or corporation submitting a Proposal for the same Services, or with any Girls Inc. instrumentality, department, or agency. The Proposer certifies that its Proposal is fair, without control, collusion, fraud, or other illegal action. Girls Inc. will investigate all situations where collusion may have occurred, and Girls Inc. reserves the right to reject any and all Proposals where collusion may have occurred.

3.11 CLARIFICATIONS

Girls Inc. reserves the right to request clarifications of information submitted, and to request any necessary supporting documentation or information from any Proposer after the Proposal Submission Due Date.

3.12 KEY PERSONNEL

Subsequent to submission of a Proposal and prior to award of an Agreement, Key Personnel shall not be changed. Proposers shall not change any member of their Key Personnel without just cause and prior written approval by Girls Inc. Girls Inc. reserves the right to request additional documentation, as required by the RFQ prior to making its determination. If Girls Inc. does not accept the proposed change(s), the Proposal may be rejected and not considered for award.

3.13 AUDIT RIGHTS AND RECORDS RETENTION

The Successful Proposer agrees to provide access, at all reasonable times, to Girls Inc., or to any of its duly authorized representatives, to any books, documents, papers, invoices, receipts, reimbursement information and records of Proposer which are directly pertinent to this RFQ, the Agreement, the loan reimbursement and grant reimbursement (if applicable), for the purpose of audit, examination, excerpts, and transcriptions. The Successful Proposer shall maintain and retain any and all of the books, documents, papers and records pertinent to the Agreement for five years after Girls Inc. makes final payment and all other pending matters are closed. Proposer’s failure or refusal to comply with this condition shall result in the immediate termination of the Agreement (if awarded) by Girls Inc.

3.14 PUBLIC RECORDS

The Successful Proposer shall additionally comply with the provisions of Section 119.0701, Florida Statutes, entitled “Contracts; public records; request for contractor records; civil action.”

3.15 E-VERIFY

Successful Proposer shall utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Successful Proposer during the term of the Agreement and shall expressly require any Subconsultant performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security’s E-Verify system to verify the employment eligibility of all new employees hired by the Subconsultant during the Agreement term.

3.16 CONFLICT OF INTEREST

Proposers, by responding to this RFQ, certify that to the best of their knowledge and belief, no elected/appointed official or employee of Girls Inc. has a financial interest, directly or indirectly, in the ownership of the Proposer except as disclosed herein. Any such interests shall be disclosed in writing to Girls Inc.

3.17 DEBARRED/SUSPENDED VENDORS

An entity or affiliate who has been placed on the State of Florida debarred or suspended vendor list may not: a) submit a response on a contract to provide goods or services to a public entity; b) may not submit a response on a contract with a public entity for the construction or repair of a public building or public work; c) may not submit a response on leases of real property to a public entity; d) may not be awarded or perform work as a contractor, design-builder, supplier, subcontractor, or consultant under contract with any public entity; and e) may not transact business with any public entity.

3.18 NONDISCRIMINATION

Proposer agrees that it shall not discriminate by race, gender, color, age, religion, national origin, marital status, or disability in connection with its performance under this RFQ. Furthermore, Proposer agrees that no otherwise qualified individual shall solely by reason of his/her race, gender, color, age, religion, national origin, marital status or disability be excluded from the participation in, be denied benefits of, or be subjected to, discrimination under any program or activity called for or required in connection with services rendered under this Agreement.

3.19 UNETHICAL BUSINESS PRACTICE PROHIBITIONS

Proposer represents and warrants to Girls Inc. that it has not employed or retained any person or company employed by Girls Inc. to secure the award of the Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind, contingent upon the award of the Contract.

3.20 BONDING (Not applicable to Professional Services)

For construction or facility improvement contracts or subcontracts exceeding \$250,000 funded in whole or in part with federal financial assistance, the following bonding requirements apply pursuant to 2 C.F.R. § 200.325:

3.20.1 A bid guarantee from each bidder equivalent to five percent of the bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.

3.20.2 A performance bond on the part of the contractor for 100 percent of the contract price. A "performance bond" is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

3.20.3 A payment bond on the part of the contractor for 100 percent of the contract price. A "payment bond" is one executed in connection with a contract to assure payments as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

"Construction work" (as defined by 44 C.F.R. § 60-1.3) means the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction.

3.21 ADDITIONAL TERMS AND CONDITIONS

No additional terms and conditions included with the Proposal shall be evaluated or considered, any and all such additional terms and conditions shall have no force or effect and are inapplicable to this solicitation. If submitted purposely, through either intent or design, or inadvertently, appearing separately in transmittal letters, specifications, literature, price lists, or warranties, it is understood and agreed that the General and Special Conditions in this solicitation are the only conditions applicable to this solicitation and that the Proposer's authorized signature affixed to the Proposer's acknowledgment form, attests to this.

END OF SECTION

SECTION 4 INSTRUCTIONS FOR SUBMITTING A PROPOSAL

4.1 SUBMISSION REQUIREMENTS

Submit the following information and documents with the Proposal. Failure to do so may cause the Proposal to be deemed non-responsive. Proposals deemed non-responsive will receive no further consideration.

Each Proposal must contain the following documents and forms required by Sections 4.1.1 through 4.1.3, fully completed, and signed as required. Proposers shall prepare their Proposal utilizing the same format outlined below in Section 4.2, Proposal Submission Format. Each item of the Proposal, as stipulated in Section 4.1.14.1.3, shall be separated by a tabbed divider identifying the corresponding item number. Proposers are not to submit any information in response to this RFQ that has not been requested or which the Proposer considers confidential. Submission of any confidential information will be deemed a waiver of any confidentiality or other such protection, which would otherwise be available to the Proposer, except as specifically permitted under Florida Statute. Proposers shall not include any documents not specifically required or requested. The submission of such documentation may adversely affect the evaluation of the Proposal by the Evaluation Panel.

Hard cover binders shall not be used in the submission of the Proposal. Proposers should also make every effort to utilize recycled paper in preparing its Proposal. Double-sided printing is permitted, provided that the Proposal complies with the format set forth in Section 4.2.

Do not include additional information not requested in this RFQ, unless specified in an Addendum. This RFQ requires the use and submission of specific Girls Inc. forms. Girls Inc. forms shall not be expanded or altered. Additional pages may not be added unless the form specifically states that pages can be added. Failure to utilize Girls Inc.'s forms will result in the rejection of the Proposal as non-responsive.

4.1.1 Content of Qualifications and Experience Requirements:

All forms referenced in Sections 4.1.1 through 4.1.3 are required (as applicable).

A. Table of Contents

The Table of Contents should follow in sequential order the sections and documents specified in Section 4.1.1 through 4.1.3, including all documents requested in subsections. All pages of the Proposal must be consecutively numbered and correspond to the Table of Contents.

B. Proposal Letter

Proposer may choose (optional) to complete and submit Form RFQ-PCL-001 for this section of the Proposal. A proposal letter shall be included.

C. Narrative

Proposer may choose (optional) to use Form RFQ-PN-002 for this section of its Proposal. Provide a brief overview of the Proposer's firm and why the Proposer is the most qualified for this Project. A narrative shall be included.

D. Qualifications of the Prime Consultant/Lead Architect/Urban Planner

Proposers shall complete and submit Form RFQ-QPCLAU-003 for this section of its Proposal. Proposers must possess a minimum of three years of professional experience providing architectural and/or engineering for similar projects. In addition, Proposers must have been practicing as a registered architecture or engineering firm authorized to conduct business in the United States for the last three consecutive years under its current business name (current business name means the actual official name on file with the State of Florida

or other State under which the business is authorized to conduct business, of the business entity or firm submitting the Proposal), as of the Proposal Submission Due Date. Licenses, certificates of authorization, and any other pertinent information shall be submitted to demonstrate the Proposer's ability to satisfy all the minimum qualification requirements identified in Section 3.5, "Minimum Qualifications and Experience Requirements."

Proposer also must disclose, in detail, any and all judgments, assessments, impositions, charges, suits, actions, decrees, orders, claims, arbitrations, and back charges asserted or awarded against the Proposer or any proposed Sub-Consultant in the past seven years, which exceed \$100,000.00. Proposals that do not contain such documentation may be deemed non-responsive. No company brochures are to be included as part of the Proposal.

E. Experience of the Prime Consultant/Lead Architect/Urban Planner

Proposer shall complete and submit Form RFQ-EPCLAUP-004 for this section of its Proposal to provide a comprehensive summary of the Proposer's experience in providing lead architecture or lead engineering services. The Proposer **MUST** have served as the lead/prime consultant on at least three completed or ongoing similar projects similar in size, scope, and complexity to the Project described in this RFQ, within the past three years. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the Proposer, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing similar projects shall result in a non-responsive determination for the Proposal.

One (1) Form RFQ-EPCLAUP-004 needs to be submitted for each referenced project.

F. Experience of the Project Manager (Key Personnel)

Proposer shall complete and submit, on behalf of the PM, Form RFQ-EPM-005 for this section of its Proposal to provide a comprehensive summary of the Project Manager's experience, including a minimum of three (3) years' project management experience, and having served as a lead project manager on at least three completed or ongoing similar projects, within the last three years, similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full-time personnel assigned to the project, and the total value of the project in terms of the entire cost. Proposer shall also provide a one-page resume reflecting the Project Manager's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing projects similar to the Scope of Services herein, including resume, shall result in a non-responsive determination for the Proposal. One Form RFQ-EPM-005 needs to be submitted for each referenced project.

G. Experience of the Lead Architect/Engineer (Key Personnel)

Proposer shall complete and submit, on behalf of the LAE, Form RFQ-ELAE-006 for this section of its Proposal to provide a comprehensive summary of the LAE's experience, including a minimum of three (3) years' architecture and/or engineering design experience, and having served as a lead architect or lead engineer on at least three completed or ongoing similar projects, within the last three years, similar in size, scope, and complexity to the Project described in this RFQ. Submitted reference projects shall include: client name, address, phone number, description of work, the year the project was commenced and completed, total amount of fees paid or projected to be paid to the firm, the number of full-time

personnel assigned to the project, and the total value of the project in terms of the entire cost. Proposer shall also provide a one-page resume reflecting the LAE's education, experience, and qualifications as they relate to this Project.

Failure to meet the stipulated experience requirement and submit proof of three completed or ongoing projects similar to the Scope of Services herein, including resume, shall result in a non-responsive determination for the Proposal. One Form RFQ-ELAE-006 needs to be submitted for each referenced project.

H. Experience of the Civil/Environmental Engineer

Proposer shall complete and submit Form RFQ-ECEE-007 for this section of its Proposal for each Engineer. Proposers shall identify the Engineer's number of years of experience in the required professional services.

Licenses and any other pertinent information shall be submitted which demonstrates satisfaction of all the Engineer requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for each Engineer that reflects each of the Engineer's education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, for each, shall result in a non-responsive determination for the Proposal.

I. Experience of the Adaptation Specialist

Proposer shall complete and submit Form RFQ-EAS-008 for this section of the Proposal for the Adaptation Specialist. Proposer shall identify the Adaptation Specialist's number of years of experience in the required professional services. Licenses and any other pertinent information shall be submitted which demonstrate satisfaction of all the Adaptation Specialist requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Adaptation Specialist that reflects the Adaptation Specialist's education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Proposal.

J. Qualifications and Experience of Sub-Consultant(s)/Sub-Contractor(s)

Proposers shall complete and submit Form RFQ-QSC-009 and RFQ-ESC-010 for this section of its Proposal. Proposer shall identify the Sub-Consultant/Sub-Contractor's number of years of experience in the required professional services. Licenses and any other

pertinent information shall be submitted which demonstrate satisfaction of all the Adaptation Specialist requirements identified in Section 3.5, "Minimum Qualification and Experience Requirements."

Additionally, a detailed resume is required to be submitted for the Sub-Consultant(s)/Sub-Contractor(s) that reflects the Sub-Consultant(s)/Sub-Contractor(s)'s education, qualifications, and experience within the last three years on currently ongoing or completed projects similar in nature to the Project described in this RFQ. Projects referenced in resumes shall, at minimum, include the following information: client name, client address, client contact information, description of work, the year the project was commenced and completed, and the total value of the project in terms of the entire cost.

Failure to meet the stipulated experience requirement and submit proof of one completed or ongoing project, including resume, shall result in a non-responsive determination for the Proposal.

Proposer also must disclose, in detail, any and all judgments, assessments, impositions, charges, suits, actions, decrees, orders, claims, arbitrations, and back charges asserted or awarded against the Sub-Consultant(s)/Sub-Contractor(s) in the past seven years, which exceed \$100,000.00. Proposals that do not contain such documentation may be deemed non-responsive.

K. List of Sub-Consultants/Sub-Contractors

Proposer shall complete and submit Form RFQ-LSC-011 for this section of its Proposal, listing all Sub-Consultant/Sub-Contractor firms. Proposer shall base the Proposal on the anticipated levels of staffing required to deliver the services identified in Section 2.3, Scope of Services. Proposer shall list all proposed Sub-Consultants/Sub-Contractors to be used, regardless of racial or gender grouping, to include names, addresses, phone numbers, type of work (service or commodity) and SBE certification (if applicable).

It is anticipated that the Agreement will be funded in whole or in part by federal financial assistance subject to 2 C.F.R. Part 200 (e.g., FEMA disaster assistance); therefore, with respect to the solicitation of Sub-Consultants/Sub-Contractors, the Proposer must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps must include:

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

L. Qualifications of Team's Key Personnel

Proposer shall complete and submit Form RFQ-QTKP-012 for this section of its Proposal. Proposer shall include personnel who will play a key role in the Project. Proposer shall

include a resume for each of the Key Personnel.

4.1.2 Design Philosophy and Technical Capabilities Statement:

A. Design Philosophy and Process

Proposer shall complete and submit Form RFQ-PDPP-013 for this section of its Proposal. Proposer shall include a brief explanation of its design philosophy, methodology, and process as it relates to this RFQ. This should include an understanding of the Scope of Services; clearly defined issues commonly encountered and methodology for resolution of these project issues; value engineering; and the process and approach to meeting the requirements of the Scope of Services.

B. Technical Capabilities and Approach

Proposer shall complete and submit Form RFQ-PTCM-014 for this section of its Proposal to provide a brief comprehensive explanation of the firm's technical capabilities and approach to architectural and engineering design including the following:

- Manpower planning, including scheduling and allocation of resources; Ensuring timely completion of projects/phases;
- Quality control and assurance procedures, including timely reporting, and reviewing pay applications and change orders;
- Capacity to provide on-call services in a timely manner;
- Computer aided design and drafting capabilities;
- Quality control and assurance, including coordination between design disciplines, compliance with program requirements professional/industry standards, and conformance with all applicable code requirements; and,
- Prior experience with governmental agencies.

4.1.3 RFQ Proposal Forms:

Additionally, the following Forms and documentation are required, as applicable:

- A. RFQ Proposal Forms (Section 6.0) – Proposer shall sign and submit each applicable RFQ Proposal Form found in Section 6.0
- B. Letter of Agreement(s) (LOA) – Form RFQ-LOA-SBE-0015
- C. Occupational License Tax
- D. FDOT Notice of Qualifications (if applicable)

4.2 PROPOSAL SUBMISSION FORMAT

Proposers shall prepare and submit the Proposal in the format below. Failure to comply with this format may result in the Proposal being deemed non-responsive.

Table of Contents

Section A

- | | |
|----------------------|---|
| 1. Table of Contents | |
| 2. RFQ-PCL-001 | Proposal Cover Letter |
| 3. RFQ-PN-002 | Proposal Narrative |
| 4. RFQ-QPCLAUP-003 | Qualifications of the Prime Consultant/Lead Architect/Urban Planner |
| 5. RFQ-EPCLAUP-004 | Experience of the Prime Consultant/Lead Architect/Urban Planner |
| 6. RFQ-EPM-005 | Experience of the Project Manager plus Resume |
| 7. RFQ-ELAE-006 | Experience of the Lead Architect/Engineer plus Resume |
| 8. RFQ-ECEE-007 | Experience of the Civil/Environmental Engineer plus Resume |
| 9. RFQ-EAS-008 | Experience of the Adaptation Specialist |
| 10. RFQ-QSC-009 | Qualifications of Sub-Consultant(s)/Sub-Contractor(s) |
| 11. RFQ-ESC-010 | Experience of Sub-Consultant(s)/Sub-Contractor(s) |

- 12. RFQ-LSC-011 List of Sub-Consultant(s)/Sub-Contractor(s)
- 13. RFQ-QTKP-012 Qualifications of Team's Key Personnel

Section B

- 1. RFQ-PDPP-013 Design Philosophy and Process
- 2. RFQ-PTCM-014 Technical Capabilities and Methodology

Section C

- 1. RFQ Proposal Forms (Section 6.0)
- 2. Letter of Agreement(s) – Small Business Enterprise Program
- 3. Business Tax Receipt(s)/Occupational License
- 4. FDOT Notice of Qualifications (if applicable)

4.3 PROPOSAL SUBMISSION DATE AND LOCATION

Three unbound, tabbed original hardcopy, and one copy in digital format (preferably on a USB drive) in .pdf file format of your complete Proposal for this RFQ shall be delivered in accordance with the following:

- Proposal Submission Due Date:** 2:00PM CST, on February 17, 2022
- Proposal Delivery Location:** 300 Clara Avenue, Panama City Beach, FL 32407

Proposals must be clearly marked on the outside of the package referencing the following documentation: ***Girls Inc. Multi-Purpose Building***

Proposals received at any other location than the aforementioned, or after the Proposal Submission Due Date and time, shall be deemed non-responsive, and shall not be considered.

Proposals must be signed by an official authorized to bind the Proposer to the provisions given in the RFQ and their Proposal. Proposals are to remain valid for at least 180 days. Upon award of an Agreement, the contents of the Successful Proposer's Proposal shall be incorporated within and included as part of the Agreement. Additional information on submission requirements can be found in Section 4.1, Submission Requirements.

4.4 SUBMITTAL GUIDELINES

4.4.1 General

Only one (1) Proposal from an individual, firm, partnership, corporation, or joint venture will be considered in response to this RFQ. Subconsultants and Subcontractors may be included in more than one Proposal submitted by more than one Proposer. A firm, partnership, corporation, or joint venture that submits a Proposal shall not be a Subconsultant on another Proposal submitted under this RFQ.

Proposer must clearly identify any Subconsultants proposed to be used and provide for the Subconsultant the same information required of the Proposer. Girls Inc. retains the right to acceptor reject any proposed Subconsultants.

4.4.2 Selection Process Timetable

A&E SELECTION PROCESS TIMETABLE (subject to change)

Steps	Expected Completion Date
Issue Advertisement	01/17/2022
Voluntary Pre-Proposal Conference	02/04/2022
Questions Due per RFQ Section 1.5	02/08/2022
Deadline for Issuing Addendum (if necessary)	02/10/2022
Proposal Due Date	02/17/2022
Due Diligence and Responsiveness/Responsibility Review	02/21/2022
Evaluation Panel Review and Evaluation Panel Report	03/04/2022
Interviews (as necessary)	03/18/2022
Recommendation to Executive Director	03/22/2022
Negotiations with Selected Consultant	03/24/2022
Award Memo Preparation and Review	04/01/2022
Board of Director Approval	04/20/2022

END OF SECTION

SECTION 5 EVALUATION/SELECTION PROCESS

5.1 EVALUATION PROCEDURES

The procedure for Proposal evaluation and selection is as follows:

1. Request for Qualifications issued.
2. Receipt of Proposals.
3. Opening and listing of all Proposals received.
4. Preliminary review by appointed Girls Inc. staff for compliance with the submission requirements of the RFQ, including verification that each Proposal includes all documents required.
5. Review by professional staff and/or an Evaluation Panel (the "Panel") certifying that the Proposer is qualified to render the required services according to State regulations.
6. The Panel, appointed by the Girls Inc. Executive Director, will meet to evaluate each responsive Proposal in accordance with the requirements of this RFQ. An appointed Girls Inc. staff will compile preliminary scores for each responsive Proposal, whereby the Panel will establish a shortlist including a minimum of three firms deemed the most highly qualified to perform the required services, unless fewer than three Proposals are received.
7. The Panel may hold oral presentations and interview sessions with the shortlisted firms, to include a visual component, ranging from a collage or sketch to a high-resolution rendering, to convey the shortlisted firms' vision for the Project. Subsequent any oral presentations, the Panel will reevaluate the Proposals, in conjunction with the oral presentations.
8. The Panel will forward its recommendation to the Girls Inc. Executive Director, listing the Proposers in rank order.
9. After reviewing the Panel's recommendation, the Girls Inc. Executive Director will;
 - a. Approve the recommendation of the Panel and enter into negotiations with the top ranked Proposer or request that the Panel provide additional information as to the ranking of the Proposals; or
 - b. Reject the Panel's recommendation and instruct the Panel to re-evaluate and make further recommendations; or
 - c. Reject all Proposals;
10. Upon successful negotiation, the Girls Inc. Executive Director will forward both a recommendation and negotiated Agreement to the Girls Inc. Board of Directors for approval and award. All Cost-plus- percentage-of-costs contracts are prohibited and will not be awarded.

Time and materials type contracts will only be awarded pursuant to the terms and provision of 2 C.F.R. Section 200.318(j). Where Girls Inc. is not able to successfully negotiate an Agreement with the top ranked Proposer, the Girls Inc. Executive Director will recommend to the Girls Inc. Board of Directors that such negotiations be terminated, and enter into negotiations with the next ranked Proposer(s) until an Agreement is negotiated or all Proposals are rejected.

11. After reviewing the Girls Inc. Executive Director's recommendation, the Girls Inc. Board of Directors may;
 - a. Approve the recommendation and authorize award of the Agreement. Upon approval of the recommendation, an award memorandum will be included on the Girls Inc.'s website and social media, of which written notice shall be provided to all Proposers;
 - b. Reject the recommendation to award the Agreement; or
 - c. Reject all Proposals and direct the Girls Inc. Executive Director to re-open negotiations

or to solicit new Proposals.

5.2 EVALUATION CRITERIA

Proposals will be evaluated by considering the following:

Technical Criteria	
Proposer's Qualifications and Experience	25
Proposer's Lead Architect/Engineer Qualifications and Experience	25
Proposer's Team Qualifications and Experience	20
Design Philosophy and Process	15
Technical Capabilities and Approach/Capacity	15
TOTAL	100

END OF SECTION

SECTION 6 RFQ PROPOSAL FORMS

1. RFQ INFORMATION AND ACKNOWLEDGEMENT FORM

The Proposer hereby acknowledges and affirms to the contents of this RFQ, its response there to, including without limitation, all Addenda have been read, understood, and agreed to by assigning and completing the spaces provided below:

1.1. RFQ Addenda

Acknowledgement Addendum No. 1,

Dated __ Addendum No. 2, Dated __

Addendum No. 3, Dated _____

Addendum No. 4, Dated _____

Addendum No. 5, Dated _____

1.2. RFQ Determination of Responsiveness Acknowledgement

The Proposer hereby acknowledges and understands that Girls Inc. will review each Proposal to determine responsiveness in accordance with the minimum and submission requirements of this RFQ, as identified in Section 3.5, Minimum Qualifications and Experience Requirements and Section 4.1, Submission Requirements. PROPOSALS SUBMITTED WITH IRREGULARITIES, DEFICIENCIES, AND/OR TECHNICALITIES THAT DEVIATE FROM THE MINIMUM QUALIFICATIONS AND SUBMISSION REQUIREMENTS OF THIS RFQ SHALL RESULT IN A NON-RESPONSIVE DETERMINATION. Girls Inc. will not consider the curing of any Proposals that fail to meet the minimum qualifications and submission requirements of this RFQ. Proposer understands that non-responsive Proposals will not be evaluated and, therefore, will be eliminated from the Evaluation/Selection Process. The following list describes most but not all Proposal irregularities, deficiencies, and technicalities that shall result in a non-responsive determination:

- A. **Lack of any required documentation/information/form requested in Section 4.1.1 including, but not limited to:**
 - 1. Proposal Letter
 - 2. Narrative
 - 3. Qualifications and Experience of Proposer
 - 4. Qualifications and Experience of any of the Proposer's Team Members
 - 5. Team Organizational Chart
- B. **Lack of any required documentation/information/form requested in Section 4.1.2 including, but not limited to:**
 - 1. Design Philosophy and Process
 - 2. Technical Capabilities and Methodology Approach
- C. **Lack of any required documentation/information/form requested in Section 4.1.3 including, but not limited to:**
 - 1. RFQ Proposal Forms (Section 6.0)
 - 2. Occupational Licenses tax receipt

3. Copies of Girls Inc. of Panama City SBE Certification for Proposer or Proposer's team members (if applicable)
 4. FDOT Notice of Qualifications (if applicable)
- D. Lack of any other documentation/information/form requested in the RFQ document.

Missing forms, unsigned forms, or forms signed by any individual, other than either the Proposer, Proposer's team members, and/or individuals personally attesting to the portrayed project experience will not be cured and shall cause a Proposal to be deemed non-responsive. Girls Inc., at its sole discretion, reserves the right to waive minor deviations/irregularities not listed above. Such minor deviations may be cured by the Proposer, at the sole discretion of Girls Inc. Material deviations/irregularities cannot be waived by Girls Inc. or cured by the Proposer.

RFQ No. _____

I certify that all information contained in response to this RFQ is true. I certify that this RFQ is made without prior understanding, agreement, or connections with any corporation, firm, or person submitting an RFQ for the same materials, supplies, equipment, or services and is in all respects fair and without collusion or fraud. I agree to abide by all terms and conditions of the RFQ and certify that I am authorized to sign for the Proposer's firm. Please print the following and sign your name:

Firm's Name: _____

Principal Business Address: _____

Telephone: _____

Fax: _____

E-mail address: _____

Name: _____

Title: _____

Authorized Signature: _____

1.3. CERTIFICATE OF AUTHORITY (IF CORPORATION)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Board of Directors of the _____ a corporation existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as President of the Corporation, be and is hereby authorized to execute the Proposal dated, _____, 20__, to Girls Inc. and this Corporation and that their execution thereof, attested by the Secretary of the Corporation, and with the Corporate Seal affixed, shall be the official act and deed of this Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have here unto set my hand and affixed the official seal of the corporation this _____, day of _____, 20__.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

1.4. CERTIFICATE OF AUTHORITY (IF PARTNERSHIP)

STATE OF _____)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Partners of the _____ organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____, as _____ of the Partnership, be and is hereby authorized to execute the Proposal dated, _____ 20____, to Girls Inc. of Panama City and this Partnership and that their execution thereof, attested by the shall be the official act and deed of this Partnership."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

1.5. CERTIFICATE OF AUTHORITY (IF LIMITED LIABILITY CORPORATION)

STATE OF _____)
)
SS: COUNTY OF _____)

I HEREBY CERTIFY that a meeting of the Principals of the _____ organized and existing under the laws of the State of _____, held on _____, 20____, the following resolution was duly passed and adopted:

"RESOLVED, that, _____ as _____ of the Limited Liability Corporation be and is hereby authorized to execute the Proposal dated, _____ 20____, to Girls Inc. and that their execution thereof shall be the official act and deed of this Limited Liability Corporation."

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand this ___ day of _____, 20____.

Secretary: _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

1.6. CERTIFICATE OF AUTHORITY (IF INDIVIDUAL)

STATE OF _____)
)
SS: COUNTY OF _____)

I HEREBY CERTIFY that as an individual, I _____

(Name of Individual)

and as a d/b/a (doing business as) _____

(If applicable)

exist under the laws of the State of Florida.

“RESOLVED, that, as an individual and/or d/b/a (if applicable), be and is hereby authorized to execute the Proposal dated, _____, 20____, to Girls Inc. as an individual and/or d/b/a (if applicable) and that my execution thereof, attested by a Notary Public of the State, shall be the official act and deed of me as an individual d/b/a (doing business as)

_____.

”(If applicable)

I further certify that said resolution is now in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal of Notary Public this _____, day of _____, 20____.

___ Physical Presence

NOTARY PUBLIC: _____

___ Remote Online

Commission No.: _____

___ Personally known

___ Produced Identification

___ Type of Identification Produced _____

(SEAL)

FAILURE TO COMPLETE, SIGN, AFFIX THE CORPORATE SEAL AND RETURN THIS FORM (AS APPLICABLE) MAY DISQUALIFY PROPOSER'S PROPOSAL

2. LOCAL DEBARMENT AND SUSPENSION

2.1. Authority and requirement to debar and suspend:

After reasonable notice to an actual or prospective contractual party, and after reasonable opportunity to such party to be heard, the Executive Director, after consultation with the Board of Directors and the Girls Inc. Attorney shall have the authority to debar a contractual party for the causes listed below from consideration for award of Girls Inc. contracts. The debarment shall be for a period of not fewer than three years. The Executive Director shall also have the authority to suspend a Contractor from consideration for award of Girls Inc. contracts if there is probable cause for debarment. Pending the debarment determination, the authority to debar and suspend Contractors shall be exercised in accordance with regulations, which shall be issued by the Executive Director after review by the Girls Inc. Attorney, and approval by the Board of Directors.

2.2. Causes for debarment or suspension include the following:

- A. Conviction for commission of a criminal offense incident to obtaining or attempting to obtain a public or private contract or subcontract, or incident to the performance of such contract or subcontract.
- B. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification, or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty.
- C. Conviction under state or federal antitrust statutes arising out of the submission of bids or Proposals.
- D. Violation of contract provisions, which is regarded by Girls Inc. to be indicative of non-responsibility. Such violation may include failure without good cause to perform in accordance with the terms and conditions of a contract or to perform within the time limits provided in a contract, provided that failure to perform caused by acts beyond the control of a party shall not be considered a basis for debarment or suspension.
- E. Debarment or suspension of the contractual party by any federal, state, or other governmental entity.
- F. False certification pursuant to paragraph 6.2.3 below.
- G. Any other cause judged by the Girls Inc. Executive Director to be so serious and compelling as to affect the responsibility of the contractual party performing Girls Inc. contracts.

2.3. Certification:

All contracts for goods and services, sales, and leases by Girls Inc. shall contain a certification that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above, or, debarred or suspended, as set forth in paragraph 6.2.2(E). The undersigned hereby certifies that neither the contractual party nor any of its principal owners or personnel has been convicted of any of the violations set forth above or debarred or suspended as set forth in paragraph 6.2.2(E).

Company Name: _____

Individual Name: _____

Signature: _____

Date: _____

3. FEDERAL DEBARMENT AND SUSPENSION

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this proposal, the CONTRACTOR (referred to herein as the “prospective lower tier participant”) is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The

knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

CONTRACTOR Company Name

RFQ Number

Name

Title

Signature

Date

AFFIDAVIT

"The undersigned swear or affirm that the foregoing statements are correct and include all material information necessary to identify and explain the terms and operation of our joint venture and the intended participation by each joint venture(r) in the undertaking. Further, the undersigned covenant and agree to provide to Girls Inc. current, complete, and accurate information regarding actual joint venture work and the payment therefore and any proposed changes in any of the jointventure(r) relevant to the joint venture, by authorized representatives of Girls Inc. Any material misrepresentation will be grounds for terminating any contract which may be awarded and for initiating action under Federal or State laws concerning false statements."

Name of Firm:_____ Name of Firm:_____

Signature:_____ Signature:_____

Name:_____ Name:_____

Title:_____ Title:_____

Date:_____ Date:_____

4. CERTIFICATION REGARDING LOBBYING FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

CONTRACTOR certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, CONTRACTOR understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.

CONTRACTOR Name

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date