



Alabama Department of Corrections  
**Request for Qualifications**  
**3 New Build to Suit Correctional Facilities**  
**June 27, 2019**

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This **REQUEST FOR QUALIFICATIONS** ("RFQ") from the End User named below invites the submittal of a Statement of Qualifications ("SOQ") from qualified developer teams to provide all Development Services for (one or two of) three correctional facilities. Scope includes Design Build Finance Maintain (DBFM) including land, utilities, and Furniture Fixtures & Equipment (FF&E) for the project(s) described below. By submitting an SOQ, the offeror represents that it has carefully read the terms and conditions of this RFQ and all attachments and addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting an SOQ to the End User for the project(s).

**END USER:**

*Alabama Department of Corrections  
301 South Ripley St.  
Montgomery, AL 36104*

**PROJECT:**

*3 New Build to Suit Correctional Facilities  
State Wide - Alabama*

**PMT CONTACT PERSON:**

*HPM/CGL: Ed Whatley  
Two Metroplex Drive  
Suite 300  
Birmingham, AL 35209*

**DIRECT ALL EMAIL INQUIRIES TO:**

[ADOCinquiries@hpmleadership.com](mailto:ADOCinquiries@hpmleadership.com)

**SOQ DUE DATE AND TIME:**

Offeror's SOQ shall be received no later than *August 02, 2019 (3:00 p.m. CDT)*

All SOQs must be submitted pursuant to the instructions in Section 3.2.2 of this RFQ. It is the offeror's sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the due date and time. End User has the right to reject any SOQs not properly delivered.

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# 1 SECTION 1: Alabama Department of Corrections (ADOC) DESCRIPTION

## 1.1 General

The Alabama Department of Corrections (ADOC) is the agency responsible for incarceration of convicted felons in the State of Alabama in the United States. It is headquartered in the Alabama Criminal Justice Center in Montgomery, Alabama. ADOC's mission is to provide public safety through the safe and secure confinement, rehabilitation, and successful re-entry of offenders.

The current Alabama Prison Program commenced in 2018 to identify and make necessary changes to the prison infrastructure throughout the state. This program seeks to support ADOC's mission in the state's prison system by improving care and support for both staff and inmates.

ADOC officials evaluated multiple alternatives to achieve their mission and have chosen to construct three new facilities across the state that will increase staff efficiency while offering more bed space, as well as better access to medical care, education, staff wellness, rehabilitation programs, and religious services.

# 2 SECTION 2: OVERVIEW OF PROJECT

## 2.1 General

The Alabama Department of Corrections (ADOC a.k.a. End User) is seeking Statements of Qualifications (SOQ) from qualified developer teams to provide all scope, including land, utilities, and FF&E, for three turnkey build-to-suit male correctional facilities to be leased to the End User within identified geographies of the state. The End User will retain all inmate management and other responsibilities at each facility. It is currently the intent of the End User that **a single developer team will not be awarded all three correctional facilities**.

Facilities 1 and 3 will be almost identical in programming. Facility 2 will be larger, will contain the End User's special services (e.g., medical, mental health, aged care, and inmate reception), and will be located in the central portion of the state. The programmatic scope for the three correctional facilities is as follows:

Table 1: Correctional Facilities Programmatic Scope

Facility	Beds	Security Level	Estimated Building Area (sq.ft.)	Estimated Site Requirement (acres)
Facility 1	3,072	IV/V	Approx. 759,762	216
Facility 2	3,960	IV/V	Approx. 1,114,722	216
Facility 3	3,072	IV/V	Approx. 759,762	216

Additional required supporting facility components for all three facilities will consist of:

- Security and Control;
- Health Services;

- Program Services;
- Administration;
- Staff Services;
- Admissions and Discharges;
- Reception and Visiting;
- Food Services;
- Laundry;
- Warehouse.

The capital cost of the three facilities is estimated to be in the range of \$900 million.

## 2.2 Project Objectives

The End User's goal for these correctional facilities is to provide safe, secure, and constitutional incarceration in facilities with a 50-year design life. The designs also should incorporate innovative features that will optimize the cost of facility operation for programs that will have a positive effect on ADOC's recidivism rate. The End User encourages the Development Teams to maximize local participation in the project(s) and to assemble and submit a project team that reflects the racial, gender, geographic, urban/rural, and economic diversity of the State.

The objective of this request is to identify qualified developer teams who can deliver the three correctional facilities using the End User's intended procurement methodology. The End User intends to secure a lease for facilities located on land owned by the developer with an availability payment that would include certain maintenance scope and life cycle replacement under a taxable or tax-exempt lease structure. The affordability limit for all three correctional facilities is a cumulative annual lease amount of approximately \$78 million.

Project objectives include but are not limited to:

- Establish a collaborative relationship between the End User and the developer's design and construction team to deliver quality design and construction within the End User's budget and time frame.
- Design and construct correctional facilities that will achieve design excellence in accordance with the End User's criteria documents, including indicated staffing.
- Design and construct correctional facilities that conform with the End User's program and fully support the intended use of the facilities.
- Achieve required milestone delivery dates and target costs for the correctional facilities.
- Maintain a safe, injury-free worksite.
- Minimize impact to End User operations through close coordination with the End User and its stakeholders.

- Provide maintenance staff and energy efficient correctional facilities that are maintainable and sustainable.
- Design correctional facilities with proven life cycle and sustainability strategies.

The site locations will be evaluated on the following criteria:

- Proximity to population centers that ensure an adequate present and future employment base (approximate average 45-minute commute for employees).
- Proximity to existing Department of Corrections employee locations (approximate average 45-minute commute for employees).
- Access to healthcare facilities which offer Level 3 trauma capabilities in addition to other inpatient and outpatient services (approximate 30-minute travel time).

Ideally (but not required), proposed sites would meet the following criteria:

- The proposed sites should be somewhat rectangular with the shortest leg no less than 2000 lineal feet (LF).
- The proposed sites should accommodate a prepared development area/building pad of approximately 2,500 LF x 1,800 LF.
- The proposed sites should not be adjacent to major highways, railroads, or commercial/industrial complexes, or the proposed sites should be large enough to have a security buffer of no less than 1,000 LF between these elements and the development area/building pad.
- The proposed sites should be located within five miles of a primary arterial highway and should be adjacent to a minor arterial or major collector roadway.
- The proposed sites should not include flood hazard areas, known surface faults, areas of land creep or landslides, or that have evidence of past or current sinkholes.
- The proposed sites should not be located on or above past mining operations, or on any type of past or present landfill.
- The proposed sites should be free of wetlands to the highest degree possible, with any wetland areas falling outside the development area/building pad.
- The proposed sites should have consistent geological characteristics, including moderately consistent soil and minimal deleterious material zones.
- The proposed sites should be gradable to accommodate cross slopes no greater than 5% for the development area/building pad.
- The proposed sites must have adequate Infrastructure (water supply, wastewater treatment, electric power, natural gas, telecommunications, etc.) to support the facility and any future expansions expressly indicated.
- The proposed sites should be free of any environmental land use restrictions and / or covenants.

## 2.3 General Scope of Responsibility

The developer's general scope of responsibility under the lease agreement is as follows:

### 2.3.1 Design

The developer and their design team will be responsible for completing the design of each proposed facility, including the integration of the various building components in accordance with the space program and design criteria contained in the RFP. The final design must comply with the performance specifications that will be included in the lease agreement, as well as with all applicable laws and building codes (including, but not limited to, ADA codes, energy codes, etc.). The RFP will request proposals that include representative schematic designs.

### 2.3.2 Construction

Development teams will be fully responsible for:

1. Obtaining all permits and approvals necessary for construction of the facility, including any permitting works required and excluding zoning approvals already in place
2. The provision of utilities and other site services required to support the facility
3. The execution and completion of construction to allow service commencement of the facility within delivery windows stipulated in the RFP.

### 2.3.3 Equipment

Development teams will be responsible for completing the design of each facility and for supplying, procuring, installing, and maintaining items of equipment as identified in the lease agreement provided with the RFP. This includes equipment that must be integrated into the facility's design, such as building security and control systems, as well as equipment needed to operate the physical infrastructure, such as elevators and mechanical systems.

The relevant categories of equipment, and responsibilities for each, will be fully outlined in the lease agreement. The lease agreement may also include the management of contracts for specified equipment.

Other equipment may be purchased by the End User and will be integrated into the design, and in some cases, installed by the developer and/or the developer's construction team.

### 2.3.4 Finance

It is anticipated that the End User will begin lease payments upon service commencement of the leased facility (terms and conditions of which will be set out in the RFP). Developer teams will be required to provide all other required funding for design, construction, financing, and maintenance. It is anticipated that the successful developer team's proposal cost will not exceed the affordability ceiling determined in the RFP.

### 2.3.5 Facility Services

During the term of the lease agreement after service commencement, the developer will be required to provide facility management services in close consultation with End User staff. These services include:

- general facility (physical plant) management services
- facility maintenance services
- environmental service;
- roads and grounds maintenance and landscaping services
- help desk services
- utility management services
- waste management and recycling services
- pest control services

### 2.3.6 Life Cycle Maintenance

The developer will be responsible for the life-cycle maintenance of the facility. In addition, the developer will be required to maintain the facility to the specified physical and performance standards during the term of the lease agreement, as well as for a life-cycle schedule developed during the RFP phase. This life-cycle schedule will be refined during the pre-development period of the procurement process.

### 2.3.7 Communication and Consultation

The developer will work under the End User's direction on aspects of public communication and consultation as set out in the lease agreement.

## 2.4 Scope of Request

The Alabama Department of Corrections (ADOC) is seeking responses from interested development teams that have the expertise and capacity to execute the required services in their entirety. This RFQ is intended to solicit Statement of Qualification (SOQ) submissions for teams demonstrating the ability to finance, design, construct, and maintain the facilities intended for ADOC end use. **Only development teams that, through submission of an SOQ in response to this RFQ, are determined by the End User to be qualified will be invited to submit proposals at the RFP stage of procurement.**

## 2.5 Project Procurement Timeline

Developer selection will consist of a multi-step process, including the identification of qualified development teams based on an evaluation of the Statements of Qualifications (SOQ) received in response to this request, followed by a subsequent Request for Proposals (RFP) to the qualified firms, final selection, and finally the financial close. The End User reserves the right to interview the firms prior to final selection if it is determined that doing so would be in the best interest of the End User. The anticipated schedule for the developer team selection process is identified in the paragraph below:

Time is of the essence with regards to the timeline for the completion of the facilities. The End User intends to notify qualified firms in or around mid to late August 2019. The End User intends to issue a Request for



Proposals (RFP) to qualified firms in August/September of 2019. (The RFP will include an Architectural Program, Site Criteria, Design Criteria, Facility Maintenance Performance Criteria and a Financing Model that will define the performance criteria for the three facilities and the affordability limits for each facility and the total program.) The goal of the procurement process is to deliver the program in the time frame and with the number of development teams that provides the best value to the End User. After selection of the apparent successful development team for each facility, the End User intends to enter into a pre-development agreement which will involve the parties jointly optimizing the design and maintenance scope, as well as the financing structure. The program goal is to reach financial close and enter into an agreement for Facility 2 by the end of the 1st quarter 2020 and to break ground in mid-2020. Financial close on the remaining facilities will follow in six-month increments. To be clear, there is only one procurement process. Development Teams for all three facilities will be selected at one time.

**The End User reserves the right to modify this project procurement timeline.**

## 2.6 Definitions

- **Addenda or Addendum:** each amendment to this RFQ issued by the End User or project management team.
- **Business Day:** Monday through Friday, excluding state holidays.
- **Competitive Selection Process:** the overall process for the selection of a development team for each of the facilities including, but not limited to, this RFQ and the subsequent RFP. This term is used interchangeably with the term “procurement process”.
- **Design Build Finance Maintain (DBFM):** a project delivery method where the private sector designs, builds, and finances an asset (in this case a correctional facility) and provides hard facility management or maintenance services under a long-term lease agreement.
- **Designer’s Technology Lead:** the individual employed or engaged by the designer who will coordinate the design, construction, and integration of the electronic security communications systems, information management and information technology systems, and structured cabling for the facility that fall within the respondent team’s accountability.
- **Developer Team:** all entities listed by the developer as providing services or construction on the project. The developer is not required to list all members of the its design and construction team in the SOQ. Members of the developer’s design and construction team may also be referred to as “Team Members”.
- **Design Excellence:** Design Excellence is achieved with memorable design solutions that exceed the End User’s vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.

- **End User:** the lessee in this case the State of Alabama and specifically the Alabama Department of Corrections.
- **End of Term:** The lease agreement will describe end of term requirements for the building conditions.
- **Equity Provider:** of a respondent means an individual, corporation, joint venture, partnership or other legal entity who will have an ownership or equity interest in the facility(ies), as identified in the respondent's response and as may be changed pursuant to this RFQ or the RFP.
- **Evaluation Criteria:** the criteria referred to in Section 5.1 of this RFQ.
- **Facility:** one of three built-to-suit correctional facilities.
- **Key Individuals:** of a respondent team are specific individuals, corporations, joint ventures, partnerships and/or other legal entities, exclusive to the respondent, filling the following roles (or equivalent) in the respondent's response. Key Individuals may fill multiple roles provided they have the qualifications and experience for all the roles.
  - Respondent Team's Lead
  - Respondent Team's Corrections Advisor
  - Design and Construction Project Lead
  - Design Lead
  - Construction Lead
  - Designer's Technology Lead
  - Service Provider Lead
- **Key Team Member:** individuals assigned to the project, who play an important role in the design, construction, or management of the project.
- **Nominated Projects:** projects submitted to demonstrate the developer team's capabilities for evaluation in response to this RFQ (per section 4.2.10 of this RFQ).
- **Payment:** it is anticipated that the End User will make lease payments to the developer commencing on the month when the facility is available for use by the End User in accordance with a move-in schedule to be established under the project agreement.
- **Procurement:** the End User's process for selecting a developer's design and construction team for this project.
- **Procurement Documents:** all documents issued by the End User in connection with the procurement or project.
- **Project Co:** the entity proposed by the respondent to enter into the project agreement with the End User.
- **PMT or Program Management Team:** HPM/CGL. End User's representative responsible for assisting with the RFQ/RFP process.
- **Respondent Team:** respondent along with its design professional, construction firm, service provider, equity provider(s), and key individuals.
- **Respondent Team Lead:** the entity responsible for creating and leading the respondent team throughout the competitive selection process for the project.

- **Respondent's Representative:** the person, identified in the Receipt Confirmation Form (Appendix A) and Response Declaration Form (Appendix B), who is fully authorized to represent the respondent in any and all matters related to its response.
- **Response:** the formal response to this RFQ by a respondent. (The response to this RFQ is also known as an SOQ or Statement of Qualifications. Throughout this document the terms "response" and "SOQ" are used interchangeably.
- **Restricted Party:** those persons (including their former and current employees) who have a conflict of interest or had, or currently have, participation or involvement in the competitive selection process or design, planning, or implementation of the project, and who have or may provide a material unfair advantage, including without limitation as a result of any confidential information that is not, or would not reasonably be expected to be, available to all other respondents.
- **RFP:** the End User's Request for Proposals, which will be issued to those qualified developers who are selected to proceed to the next phase of this procurement.
- **RFQ:** this Request for Qualifications, including the Appendices, issued by the End User as the first stage of the Competitive Selection Process.
- **Service Commencement:** the date in which all requirements have been met to make the correctional facility suitable for full operations.
- **Service Provider:** of a respondent means an individual, corporation, joint venture, partnership or other legal entity who will have direct responsibility to provide maintenance and/or life-cycle services to the facility during the operating term of the lease agreement, as identified in the respondent's response and as may be changed pursuant to this RFQ, the RFP, or the lease agreement.

### 3 SECTION 3: PROCUREMENT PROCESS

#### 3.1 General Information

##### 3.1.1 Conflict of Interest and Communications with the End User

- a) The End User has retained consultants to assist in drafting the RFQ and RFP documents, HPM and CGL. These consultants are prohibited from submitting an SOQ or proposal in response to this RFQ or the subsequent RFP. The End User's consultants are also prohibited from assisting a developer team in the preparation of its SOQ or proposal. These activities would constitute a conflict of interest. Except as provided in sub paragraph (b) below, developers are prohibited from soliciting or receiving consultation or advice from HPM or CGL in preparation of their SOQ or proposal. Engaging in this activity shall also be considered a conflict of interest, and shall result in a disqualification of developer from continued participation in this procurement process and from award of any later agreement.
- b) Developers are not prohibited from receiving consultation or advice from the End User's consultants through formal communications as contemplated by the RFQ and the RFP. These communications, or

reliance on advice or guidance received through formal communications, will not create a conflict of interest and will not disqualify an otherwise qualified developer.

- c) Developers are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. All communication with the PMT or the End User regarding this project shall be via email only and directed to the PMT contact listed in this RFQ. This project or the procurement should not be communicated about with any other End User employees, representatives, or consultants. Communication with other End User employees, representatives, or consultants regarding the procurement may cause the firm involved to be disqualified from submitting under this procurement. Any verified allegation that a responding developer or team member, or its agent or consultant, has made such contact or attempted to influence the evaluation, ranking, and/or selection of qualified developer teams may be the cause for the End User to disqualify the developer team from submitting an SOQ or proposal, to disqualify the team member from participating in the procurement, and/or to discontinue any further consideration of such developer or team member.
- d) When, for any reason, the developer, potential parties to the agreement, or government officials who suspect collusion or other anticompetitive practice among any vendors or employees of the ADOC, that person or entity must provide written notice of the relevant facts to the Alabama Attorney General and the ADOC Commissioner's Office. This includes reporting any chief procurement officer, State purchasing agency, agent, or executive officer who willfully uses or allows the use of specifications, RFQ documents, RFP documents, proprietary competitive information, proposals, SOQ, contracts, or selection information to compromise the fairness or integrity of the procurement or contract process, or any current or former elected or appointed State official or State employee who knowingly uses confidential information, available only by virtue of that office or employment, for actual or anticipated gain for themselves or another person.

### 3.1.2 End User Rights and Procurement Conditions

The End User reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regards to this procurement process:

- a) To cancel the procurement process and reject any and all SOQs and/or proposals
- b) To waive any informality or irregularity
- c) To revise the procurement documents and schedule via an addendum
- d) To reject any developer that submits an incomplete or inadequate response, or is not responsive to the requirements of this RFQ
- e) To require confirmation of information furnished by a developer, require additional information from a developer concerning its SOQ or proposal, and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP

- f) To communicate, at any time, with developers as set forth in the rules and parameters of such contact and communication defined in the RFP (see 3.2.1.h in this RFQ)
- g) To contact references who are (or are not) listed in the developer's SOQs and investigate statements on the SOQs and/or qualification of the developer and any firms or individuals identified in the SOQ
- h) To take any action affecting the RFQ process, the RFP process, or the project(s) that is determined to be in the End User's best interests
- i) To approve or disapprove the use of particular subconsultants, subcontractors, or key team members and/or substitutions; and/or changes to subconsultants, subcontractors, or key team members from those identified in the SOQ or proposal. Such approval or disapproval shall not be unreasonably exercised.

## 3.2 Outline of the Procurement Process

### 3.2.1 Request for Qualifications (RFQ)

- a) This RFQ invites firms to submit SOQs to the PMT describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the project. The issuance of this RFQ is the first phase of the procurement process.
- b) Developers will submit their SOQ and **all** other deliverables required pursuant to this RFQ at the time and in the manner set forth in this RFQ and any addenda. The End User will not consider an SOQ or other deliverables that are submitted after the times set forth in the RFQ. Developers are solely responsible for making sure that the PMT receives all SOQ responses as defined below.
- c) The End User and PMT will evaluate the information submitted by each developer to 1) determine whether the developer meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each developer pursuant to the evaluation system described below. Any developer who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the End User/PMT in this procurement.
- d) All SOQs will be evaluated in accordance solely with the criteria established in the RFQ and any addenda issued thereto. The evaluation criteria are listed in Section 5 Table 3 of this RFQ.
- e) Only those firms that are determined to be qualified will be invited to submit a proposal in response to the RFP.
- f) The results of the SOQ evaluations may be carried forward and considered in the final evaluation and selection.

g) Developer team members (including key individuals) will be considered in determining a developer team's qualifications. Once a developer team is determined to be qualified, none of the developer team members listed in the SOQ may be changed without the prior written consent of the End User. The End User reserves the right to re-evaluate a developer team's qualifications upon the substitution – or request to substitute – of a developer team member listed in the SOQ.

h) Requests for Information

Respondents (i.e., developer teams) are solely responsible for ensuring that they have received the complete RFQ, as listed in the Table of Contents of this RFQ, plus any addenda. Every response is deemed to be made on the basis of the complete RFQ issued prior to the submission time. The End User/PMT accepts no responsibility for any respondent that does not receive all RFQ information.

Respondents are encouraged to submit inquiries to the PMT for consideration. Respondents should submit inquiries as soon as possible to allow the PMT adequate time to respond. The PMT will respond to inquiries at the earliest practical opportunity; however, the End User and the PMT reserve the right to not respond to any or all inquiries.

All inquiries regarding any aspect of this RFQ should be directed to the PMT's contact via email, and the following will apply to any inquiry:

- a) All inquiries must be submitted to the PMT before 3pm, July 23, 2019.
- b) Any responses to inquiries will be in writing and will be returned via email only to those parties returning a Receipt Confirmation Form (Appendix A).

### 3.2.2 SOQ Submission

**A DEVELOPER TEAM'S SOQ SUBMISSION MUST BE RECEIVED NO LATER THAN 3:00 P.M. CDT ON FRIDAY, AUGUST 02, 2019 AT THE PMT OFFICE.**

Hard copies and electronic copies (on USB Drive) are to be received at the PMT Office (see cover page for address and contact information). No other forms of submission (i.e., email, brochures, etc.) will be accepted.

SOQs will be opened on August 5, 2019, at 10:00 am, in the ADOC Media Room, 301 South Ripley St, Montgomery, AL 36104 . At the scheduled place and date for the proposal opening, only the names of Developers who submitted SOQs will be announced.

### 3.2.3 Expected RFP Outline

The expected RFP Table of Contents include the following sections:

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DIVISION 10	SPECIALTIES
DIVISION 11	EQUIPMENT
DIVISION 12	FURNISHINGS
DIVISION 13	SPECIAL CONSTRUCTION
DIVISION 21	FIRE PROTECTION
DIVISION 22	PLUMBING
DIVISION 23	HEATING, VENTILATING, AND AIR CONDITIONING
DIVISION 26	ELECTRICAL
DIVISION 27	COMMUNICATIONS
DIVISION 28	ELECTRONIC SAFETY AND SECURITY
DIVISION 31	EARTHWORK
DIVISION 32	EXTERIOR IMPROVEMENTS
DIVISION 33	UTILITIES

Note that the Expected RFP Table of Contents is provided for reference only. The End User reserves the right to alter the above referenced structure, content, and sections of the information provided above.

## 4 SECTION 4: SOQ RESPONSE GUIDELINES

### 4.1 SOQ Response Requirements

The SOQs shall comply with the following requirements:

- 4.1.1 The SOQ shall be clearly marked with the words “**Response to RFQ – ADOC 3 New Build to Suit Correctional Facilities**” and addressed to the PMT contact person.
- 4.1.2 The body of the SOQ shall be organized in accordance with the RFQ Section 4.2 Response Format.
- 4.1.3 The SOQ (Package 2) shall be limited to 175 double-sided sheets (350 pages) including the key individuals resumes but excluding Package 1 Minimum Requirements. Material submitted which exceeds the page limit may not be evaluated, at the discretion of the End User.
- 4.1.4 The SOQ shall be printed on 8.5”x11” paper size with a minimum font size of 11 point.
- 4.1.5 The SOQ shall be submitted in the manner outlined in following table:

**Table 2: SOQ Organization and Submittal**

Package	Contents	Number of Copies
Package 1 – Minimum Requirements	<ul style="list-style-type: none"><li>1) Transmittal Letter</li><li>2) Receipt Confirmation Form (see Appendix A of this RFQ)</li><li>3) Response Declaration Form (see Appendix B of this RFQ) signed by the respondent including the respondent team member firm names and individuals</li><li>4) State of Alabama Disclosure Statement Form (see Appendix C of this RFQ) signed by the respondent</li><li>5) State of Alabama Non Disclosure Agreement (see Appendix E of this RFQ) signed by the respondent.</li><li>6) Statement of Developer’s Ability to Provide Performance and Payment Bond</li><li>7) Statement of Developer’s Ability to Meet the End User’s Insurance Requirements</li><li>8) Statement of Litigation and Judgement History</li><li>9) Statement of Intended RFP Submission</li><li>10) Nominated Projects (see Section 4.2.1 thru 4.2.10 of this RFQ)</li></ul>	Two printed master - bound copies
Package 2 – Qualifications	Response (see Section 4.2.11 thru 4.2.22 of this RFQ)	Two printed master - bound copies

**Electronic Copy:**

One electronic copy in searchable PDF format included on a USB flash drive. The electronic copy should be organized as follows:

- 1) A consolidated file containing the entire response;
- 2) An individual file for each of Packages 1 and 2.
- 3) Individual files within Package 2 for each major section described in Section 4.2 SOQ Response Format of this RFQ

The End User takes its responsibilities under the State of Alabama's Open Records Law very seriously. If the respondent considers any portion of the documents, data, or records submitted in response to this RFQ to be confidential, trade secret, or otherwise not subject to public disclosure, the respondent must, in addition to the required copies above, also provide the End User with a separate, redacted copy of its submission in PDF format on a USB flash drive, marked clearly as a "REDACTED COPY," and briefly describe in a separate writing, as to each redacted item, the grounds for claiming exemption from the public records law. This redacted copy shall be provided to the ADOC at the same time the respondent provides its response/submissions and must only exclude or redact those exact portions that are claimed a confidential, trade secret, or otherwise not subject to disclosure.

Respondent shall be responsible for defending its determination that the redacted portions of its submissions are confidential, trade secret, or otherwise not subject to disclosure. Furthermore, the respondent shall protect, defend, and indemnify the End User/PMT, the State of Alabama, and its departments or agencies from any and all claims arising from or relating to respondent's determination that the redacted portions of its proposal are confidential, trade secret, or otherwise not subject to disclosure. All of the above shall be acknowledged in the respondent's separate writing that must accompany the Redacted Copy.

If the respondent fails to submit a Redacted Copy with its submission/response, the ADOC is authorized to produce the entire document(s), data, and/or records submitted by the respondent in response to any public records request.

Evaluation work papers, individual evaluator, or consultant comments or notes, if any, will not be considered public. The findings relative to this Request for Qualifications, and any information received in response to the solicitation/request, will not be publicly available until final contract(s) has received all necessary approvals.

## 4.2 SOQ Response Format

SOQs shall be organized in the following packages:

### **SOQ RESPONSE - PACKAGE 1 MINIMUM REQUIREMENTS**

The following items must be provided as part of Package 1 for the SOQ to be further considered.

#### 4.2.1 Transmittal Letter

Format at respondent's discretion

#### 4.2.2 Receipt Confirmation Form

See Appendix A

#### 4.2.3 Response Declaration Form

See Appendix B

#### 4.2.4 State of Alabama Disclosure Statement Form

See Appendix C

#### 4.2.5 State of Alabama Non Disclosure Agreement

See Appendix E

#### 4.2.6 Statement of Developer's Ability to Provide Performance and Payment Bond

Include a current statement quantifying the Developer's (or the respective construction partner and service provider partner) bonding capacity and rating.

#### 4.2.7 Statement of Developer's Ability to Meet the End User's Insurance Requirements

Include a current Certificate of Insurance verifying coverages for the Developer (and their respective design and construction partners).

#### 4.2.8 Statement of Litigation and Judgement History

For the Development Teams (and their respective partners), include a statement of legal standing including any recent claims and pending litigation within the past five years. If none exist, such a statement should be made.

The following information shall be presented for each case presented:

- Case Style
- Case Number
- Court
- Case status – including brief description of case progression and status, settlement and or judgment.

#### 4.2.9 Statement of Intended RFP Submission

Include a Statement of Intended RFP Submission. The following guidelines apply:

- a) During the RFP Phase, each qualified developer team will be required to propose on more than one facility.
- b) Developer teams, in their Statement of Intended RFP Submission, must indicate which facilities it intends to submit proposals for, should the team be determined to be qualified. (Developer teams may propose on Facilities 1 and 2, Facilities 2 and 3, or Facilities 1 and 3.)
- c) Qualified developer teams will be required to submit one proposal in response to the RFP. Developer team proposals will be required to list the price for each proposed facility, individually, and the combined price for both proposed facilities.
- d) The End User reserves the right to award two facilities to one developer team and one facility to another developer team, or to award one facility to each of three developer teams.
- e) The End User will issue additional instructions (regarding the format of the proposals) to qualified developer teams through the RFP process.

#### 4.2.10 Nominated Projects

Submit three nominated projects to demonstrate the developer team's capabilities (using Form A-1 in Appendix D of this RFQ). Each of three of the projects must meet one or more of the following criteria:

- a) A facility of at least 750,000 SF delivered using the DBFM method
  - b) A correctional facility with at least 1,500 beds delivered using the DBFM method
- Confirm that each reference contact is aware their name is being included and is willing to provide a reference to the End User. References should be limited to nominated projects completed within the last 10 years.

### SOQ RESPONSE - PACKAGE 2 QUALIFICATIONS

#### 4.2.11 Proposed Respondent Team

- a) Provide the legal name of the entity for each of the following members of the respondent team:
  - i. Respondent team lead
  - ii. Equity provider(s)
  - iii. Design and construction professional
  - iv. Service provider
- b) Provide organization chart(s) at the corporate level showing the relationships between respondent team members for each of the following stages, indicating the changes contemplated between stages:

- i. RFP Stage: from qualifying firms at RFQ to selection as preferred proponent under the RFP
- ii. Lease Agreement Stage: from selection of preferred proponent to financial close;
- iii. Design and Construction Stage: from preliminary design through commencement of operating payments
- iv. Operations Stage: from commencement of operating payments through end of the term

(For all of the charts, include a reference to the reporting relationship with the End User)

c) Provide a project organization chart, at the key individual level that shows reporting relationships between, and authority of, the key individuals and other individuals that will report to them to indicate the proposed approach/management structure for the project. The respondent team should submit an organization chart for each of the four stages listed above, with references in each to the reporting relationship with the End User.

Note: Names are required only for key individuals at this time.

d) Provide a short description of the respondent team excluding individuals (for publication of the teams qualified for the RFP stage).

#### 4.2.12 Contact Information

Provide the name and contact details for the respondent's representative.

**Please note:** The respondent's representative will be the only person to receive communication from the contact person regarding this RFQ.

Respondent's Representative:

- a) name
- b) employer
- c) mailing addresses
- d) telephone number
- e) email address
- f) website address

#### 4.2.13 Project Development and Management Experience

Based on up to four of the nominated projects that are demonstrated to be relevant to this sub-section, describe the Respondent Team Lead's experience and capability with the following:

- a) Developing and managing projects similar in scope and size to the project.
- b) Assembling and managing multi-disciplinary teams during all project phases.
- c) Working with other respondent team members on projects.
- d) Innovative techniques that deliver economic, quality and/or schedule benefits to the End User.

- e) Managing alternate delivery method projects for public or private clients including:
  - i. Managing project risks over the life of the nominated project.
  - ii. Managing contractors in the delivery of complex design-build, or other delivery method contracts.
  - iii. Managing contractors in the delivery of facility management contracts.
  - iv. Working with the owner, local authorities, regulatory agencies, and third parties to address issues as they arise.
  - v. Stakeholder relations, specifically in regard to government relations, community relations, and media relations.
  - vi. Meeting performance specifications, including response to any default or difficult situations experienced.

#### 4.2.14 Project Financing Experience

Based on up to four of the nominated projects that reached financial close within the last 10 years and are demonstrated to be relevant to this sub-section, describe the experience and ability of the Respondent Team Lead and/or Equity Provider(s) to structure and raise competitively priced financing. This description should include the following:

- a) Type of project (e.g., correctional facility, justice facility) and jurisdiction (preference for North American transactions)
- b) Project structure (e.g., design build finance maintain, design build finance, availability payment)
- c) Amount of financing (preference for transactions \$100 million in debt or greater)
- d) Term of financing
- e) Type of financing (e.g., amortizing bond, bullet bond, corporate bond, mini perms, real return bond)
- f) Funding source (e.g., private placement, widely marketed public offering, bank loan)
- g) Roles and responsibilities with respect to financing

#### 4.2.15 Financial Capacity

- a) Provide the following information for each of the following: The Developer, Equity Provider(s), the Construction Firm, and the Service Provider:
  - i. Copies of annual audited financial statements and the notes to the financial statements, or other similar financial information, for each of the last three fiscal years (entire annual reports should not be provided);

- ii. If available, copies of the interim financial statement for each quarter since the last fiscal year for which audited statements are provided (explain any major variances in revenues or expenses exceeding +/- 10% per quarter);
  - iii. Details of any material off-balance sheet financing arrangements currently in place;
  - iv. Details of any material events that may affect the entity's financial standing since the last annual or interim financial statements provided;
  - v. Details of any credit rating, including any downgrades of credit rating in last five years;
  - vi. Details of any bankruptcy, insolvency, company creditor arrangement or other insolvency proceedings in the last three fiscal years, and any litigation or other material adverse proceedings (arbitration or regulatory investigations or proceedings) that are still outstanding that may affect the Respondent Team's ability to perform its obligations in relation to the Project; and
  - vii. For entities where financial statements are provided for a parent company, rather than the entity listed, provide evidence of the parent company's willingness to provide a guarantee in respect of the entity listed.
- b) With reference to the information provided in a), briefly describe in the context of the entity's proposed role and project obligations:
- i. Each Equity Provider's capacity to fund the Project (e.g., discuss credit rating, net assets, liquid assets, letters of commitment);
  - ii. The Developer Team Construction Firm's capacity to undertake its project obligations (e.g., discuss net and total asset size relative to Project scope, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties); and
  - iii. The Service Provider's capacity to undertake its project obligations (e.g., discuss credit rating, financial viability and ability to provide performance security, and describe support and/or guarantees from any other parties).

#### 4.2.16 Respondent Team Lead's Key Individuals

- a) Provide a comprehensive resume for each Project Co's Lead and Project Co's Corrections Advisor as defined in this RFQ and identified in the project organization chart(s). At a minimum, the following information is required:
- i. Name
  - ii. Professional qualifications/designation(s)
  - iii. Role and responsibility for the project



- iv. Summary of education/qualifications
  - v. Relevant experience and capability in relation to the project
  - vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address) for their role on at least one relevant project. References should be limited to two projects within the past three years.
- b) Project Co's Corrections Advisor should be employed or engaged by Project Co and demonstrate, with up to four projects, how they have an understanding of, and have recent experience with:

- i. The development of a correctional facility design, including the electronic security system
- ii. Incorporating correctional facility operating requirements into the design and construction process. While experience working inside a correctional facility would be considered valuable, it is not a requirement.

For example, an individual who has been involved in the design of multiple correctional facilities and has an in-depth understanding of correctional facility operating requirements would be considered suitable. Project Co's Corrections Advisor's experience does not have to be tied to the nominated projects.

- c) Describe the approximate percentage availability for each key individual at each project phase (i.e., procurement, design and construction, and operations) in relation to current and anticipated commitments to other projects that will proceed at the same time as the project.

- d) Based on up to four projects that are demonstrated to be relevant to the project and this sub-section, describe the Project Co's Lead's relevant experience and capability focusing on:

- i. Role and responsibility for each project, highlighting experience in large, complex projects, particularly design-build or PPP projects
- ii. As applicable, managing the various project phases in consultation with a corrections client. Project Co's Lead's experience does not have to be tied to the nominated projects.

#### 4.2.17 Project Management

Based on up to four of the nominated projects that are demonstrated to be relevant to this sub-section, describe the Design and Construction Project Lead's project management experience and capability with the following:

- a) Managing and delivering large, complex projects through a design-build, PPP, or other complex delivery method type contract structure
- b) Effectively managing and coordinating the work of contractors and subcontractors

- c) Coordinating the work to achieve integration between designers and constructors
- d) Schedule management
- e) Integrating facility management into the design and construction of the facility
- f) Meeting performance specifications, including the response to any default or difficult situation experienced

#### 4.2.18 Design Qualifications and Experience

Based on up to four of the nominated projects that are demonstrated to be relevant to this sub-section, describe the Design Lead's design experience and capability with the following:

- a) Designing large, complex projects through a design-build, PPP, or other complex delivery method type contract structure
- b) Managing the design process in consultation with a corrections client
- c) Innovative use of design techniques that deliver economic, quality, and/or schedule benefits to the End User
- d) Designing network and electronic security systems for correctional facilities
- e) Integrating design with construction
- f) Incorporating a full life-cycle view on design and construction, including sustainability and energy conservation.

#### 4.2.19 Construction Qualifications and Experience

Based on up to four of the nominated projects that are demonstrated to be relevant to this sub-section, describe the Construction Lead's construction experience and capability with the following:

- a) Constructing large, complex projects delivered through a design-build, PPP, or other complex delivery method type contract structure
- b) Delivering projects on time and on budget
- c) Innovative use of construction techniques that deliver economic, quality, and/or schedule benefits to the End User
- d) Integrating design with construction, including working effectively with design team and subcontractors
- e) Constructing sustainable and energy efficient projects
- f) Quality assurance and health and safety programs.

If any of the nominated projects referenced involved a joint venture, identify the joint venture partner(s), and discuss the breakdown of responsibility between the parties.

#### 4.2.20 Design and Construction Key Individuals

- a) Provide resumes for the key design and construction individuals providing design and construction expertise identified in the project organization chart(s). At a minimum, the following information is required:
- i. Name
  - ii. Professional qualifications/designation(s)
  - iii. Role and responsibility for the project
  - iv. Summary of education/qualifications
  - v. Relevant experience and capability in relation to the project
  - vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years.
- b) Briefly demonstrate, with up to four projects, how the Designer's Technology Lead has an understanding of, and recent experience with:
- i. Correctional facility security systems (e.g., access control, CCTV/digital video management and distribution, door control, intrusion detection)
  - ii. Areas such as: PLC/HMI control and GUI design, LAN/WLAN architecture and design, network security (e.g., network threat assessment, intrusion prevention system/intrusion detection system), virtualization (server and desktop), mass storage architecture, communications systems (wired and RF), audio-visual systems design (AV presentation, video/teleconference, command and control) and data center and cable plant design.

The Designer's Technology Lead's experience does not have to be tied to the nominated projects.

- c) Describe the approximate percentage availability at each phase of the project for the key individuals to undertake the project in relation to current and anticipated commitments to other projects that will proceed at the same time as the project.
- d) Based on up to four projects that are demonstrated to be relevant to this sub-section, for each Design and Construction's Key Individual (except the Designer's Technology Lead) describe the relevant experience and capability focusing on their role and responsibility for each project. The Design and Construction Key Individual experience does not have to be tied to the nominated projects.

#### 4.2.21 Service Provider Qualifications and Experience

Based on up to four nominated projects that are demonstrated to be relevant this sub-section, describe the Service Provider's experience and capability with the following:

- a) Planning, developing, and implementing facility management services with a focus on meeting specified service levels, quality, stakeholders, health, and safety and environmental requirements over the long term
- b) Success at integrating facility management considerations with design and construction considerations over a long-term relationship
- c) Planning multi-year rehabilitation and service plans in consultation with the user/client that take into account end of term considerations as they relate to overall asset condition and hand back requirements
- d) Tracking energy performance to minimize energy consumption
- e) Meeting performance specifications, including the response to any default or difficult situation experienced

#### 4.2.22 Service Provider's Key Individual

- a) Provide a resume for the Service Provider Lead identified in the project organization chart(s).

At a minimum, the following information is required:

- i. Name
  - ii. Professional qualifications/designation(s)
  - iii. Role and responsibility for the project
  - iv. Summary of education/qualifications
  - v. Relevant experience and capability in relation to the project
  - vi. A reference (with contact details including name, title, role, telephone number, email address, mailing address and preferred language of correspondence) for their role on at least one relevant project. References should be limited to two projects within the past three years.
- b) Describe the approximate percentage availability at each stage of the project for the Service Provider Lead in relation to current and anticipated commitments to other projects that will proceed at the same time as the project.
- c) Based on up to four projects that are demonstrated to be relevant to this sub-section, describe the Service Provider Lead's relevant experience and capability focusing on their role and responsibility for each project. The Service Provider Lead's experience does not have to be tied to the nominated projects.

## 5 SECTION 5: SOQ EVALUATION CRITERIA AND WEIGHTING

### 5.1 Evaluation Criteria and Weighting

The End User will evaluate responses (SOQs) and determine if the respondent team meets the minimum requirements as defined in Sections 4.2.1 through 4.2.10 of this RFQ. Should any respondent team fail to meet the minimum requirements, the End User may discontinue the evaluation of that team's response.

For those respondent teams whose response (SOQ) meets the minimum requirements, the End User will evaluate responses using the Evaluation Criteria and weighting in Table 3, in accordance with each section of the response content requirements outlined in Table 3.

**Table 3: Evaluation Criteria and Weighting**

	Evaluation Criteria	Weighting
<b>Package 1</b> Minimum Requirements	<ol style="list-style-type: none"> <li>1. Transmittal Letter (Ref 4.2.1)</li> <li>2. Receipt Confirmation Form (Ref 4.2.2)</li> <li>3. Response Declaration Form (Ref 4.2.3)</li> <li>4. State of Alabama Disclosure Statement Form (Ref 4.2.4)</li> <li>5. State of Alabama Non Disclosure Agreement (Ref 4.2.5)</li> <li>6. Statement of Developer's Ability to Provide Performance and Payment Bond (Ref 4.2.6)</li> <li>7. Statement of Developer's Ability to Meet the End User's Insurance Requirements (Ref 4.2.7)</li> <li>8. Statement of Litigation and Judgement History (Ref 4.2.8)</li> <li>9. Statement of Intended RFP Submission (Ref 4.2.9)</li> <li>10. Nominated Projects (Ref 4.2.10)</li> </ol>	Pass/Fail
<b>Package 2</b> Respondent Team Lead	<ol style="list-style-type: none"> <li>1. Project Development and Management Experience (Ref 4.2.13)</li> <li>2. Project Financing Experience (Ref 4.2.14)</li> <li>3. Financial Capacity (Ref 4.2.15 and Table 4)</li> <li>4. Respondent Team Lead's Key Individuals (Ref 4.2.16)</li> <li>5. General Ref 4.2.11</li> </ol>	40 percent
<b>Package 2</b> Design and Construction Team	<ol style="list-style-type: none"> <li>1. Project Management (Ref 4.2.17)</li> <li>2. Design Qualifications and Experience (Ref 4.2.18)</li> <li>3. Construction Qualifications and Experience (Ref 4.2.19)</li> <li>4. Design and Construction Key Individuals (Ref 4.2.20)</li> <li>5. General Ref 4.2.11</li> </ol>	30 percent
<b>Package 2</b> Service Provider	<ol style="list-style-type: none"> <li>1. Service Provider Qualifications and Experience (Ref 4.2.21)</li> <li>2. Service Provider's Key Individual (Ref 4.2.22)</li> <li>3. General Ref 4.2.11</li> </ol>	30 percent
<b>Total</b>		<b>100 percent</b>

Table 4: Financial Capacity Evaluation

Evaluation Criteria

Sufficient financial capacity of each of the following respondent team members to undertake the project(s); the capital cost of Facilities 1 and 3 is estimated to be \$250,000,000 (each). The capital cost of Facility 2 is estimated to be \$400,000,000.

- a) The Developer
- b) Equity Provider(s)
- c) Construction Firm
- d) Service Provider

## APPENDIX A - RECEIPT CONFIRMATION FORM

(To be submitted by the respondent's representative on receipt of this RFQ) Request for Qualifications

### Response to RFQ – ADOC 3 New Build to Suit Correctional Facilities

To receive any further distributed information about this **Request for Qualifications**, execute and email both pages of this Receipt Confirmation Form prior to July 16, 2019:

#### HPM (ADOC PMT)

Email: [ADOCinquiries@hpmleadership.com](mailto:ADOCinquiries@hpmleadership.com)

#### Respondent Contact Information

Name of Respondent: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Province/State: \_\_\_\_\_ Country: \_\_\_\_\_

Mailing Address, if different: \_\_\_\_\_

Email Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

## ACKNOWLEDGMENT OF TERMS OF RFQ

The undersigned is a duly authorized representative of the respondent and has the power and authority to sign this Receipt Confirmation Form on behalf of such respondent or other interested party.

The respondent or other interested party hereby acknowledges receipt and review of this RFQ and all of the terms and conditions contained therein, including, without limitation, all appendices attached thereto and agrees to comply with all of the terms and conditions set out in this RFQ.

Respondent's representative or other interested party:

---

Authorized Signature

---

Name of the Authorized Signatory

---

Title

---

Date



## APPENDIX B - RESPONSE DECLARATION FORM

1. This Response Declaration Form will be executed by the respondent.
2. By executing this Response Declaration Form, the respondent agrees to the provisions of this RFQ and this Response Declaration Form.

### [RFQ Respondent's Letterhead]

To: HPM – Two Metroplex Drive, Suite 300, Birmingham, AL 35209

Attention: Ed Whatley

Re: Request for Qualifications entitled ADOC 3 New Build to Suit Correctional Facilities

---

### [Insert Respondent Name] Response

In consideration of the End User's agreement to consider responses in accordance with the terms of this RFQ, the respondent hereby agrees, confirms, and acknowledges, on its own behalf and on behalf of each member of the respondent team, that:

(a) Response

- (1) this Response Declaration Form has been duly authorized and validly executed
- (2) the respondent is bound by all statements and representations in its response
- (3) its response is in all respects a fair response made without collusion or fraud
- (4) the End User reserves the right to verify information in the respondent's response and conduct any background investigations including criminal record investigations, verification of the response, credit enquiries, litigation searches, bankruptcy registrations, and taxpayer information investigations or other investigations on all or any of the respondent team members, and by submitting a response the respondent agrees that they consent to the conduct of all or any of those investigations by the End User

(b) Acknowledgements with Respect to this RFQ

- (1) the respondent has received, read, examined, and understood the entire RFQ including all of the terms and conditions, all documents listed in this RFQ's Table of Contents, and any and all addenda
- (2) the respondent agrees to be bound by the entire RFQ including all of the terms and conditions, including without limitation all documents listed in this RFQ's Table of Contents, and any and all addenda

- (3) the respondent's representative identified below is fully authorized to represent the respondent in any and all matters related to its response, including but not limited to providing clarifications and additional information that may be requested in association with this RFQ
- (4) the respondent covenants that it has disclosed to the End User, and agrees it is under a continuing obligation to disclose, financial or other interests (public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with respondent's obligations under potential future lease agreement. The respondent also covenants that it will not employ any person with a conflict to perform under said agreement. The respondent further covenants that no person has an interest in the respondent's (or any of the respondent's team member's) organization or in the Lease Agreement that would violate Alabama law.
- (5) the respondent has had sufficient time to consider, and has satisfied itself as to the applicability of the material in this RFQ and any and all conditions that may in any way affect its response

(c) Evaluation of Responses

- (1) this RFQ is not an offer, a tender, or a request for proposals; it is a request for qualifications and the responsibility of the End User is limited to consider responses in accordance with this RFQ.

(d) Consent of Respondent Team

- (1) the respondent has obtained the express written consent and agreement of each member of the respondent team, as listed below, to all the terms of this Response Declaration Form.

(e) The respondent Team consists of:

Name of Respondent Team Member - Firm	Address	Role on Team	Equity Provider (Y/N)

Name of Respondent Team Member – Individual	Address	Role on Team	Key Individual (Y/N)

Any individual mentioned in the response must be included in the table above.

**RESPONDENT****RESPONDENT'S REPRESENTATIVE**

---

Name of Firm

---

Name

---

Address

---

Email Address

---

Address

---

Name of Authorized Signatory

---

Telephone

---

Signature

---

Notary Public

---

Jurisdiction and Expiration Date

If the respondent is a joint venture, consortium or special purpose entity – by each of its joint venture or consortium members, as applicable.

APPENDIX C - STATE OF ALABAMA DISCLOSURE STATEMENT FORM



# State of Alabama Disclosure Statement

(Required by Act 2001-955)

ENTITY COMPLETING FORM

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

STATE AGENCY/DEPARTMENT THAT WILL RECEIVE GOODS, SERVICES, OR IS RESPONSIBLE FOR GRANT AWARD

ADDRESS

CITY, STATE, ZIP

TELEPHONE NUMBER

( )

This form is provided with:

☐ Contract ☐ Proposal ☐ Request for Proposal ☐ Invitation to Bid ☐ Grant Proposal

Have you or any of your partners, divisions, or any related business units previously performed work or provided goods to any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify below the State Agency/Department that received the goods or services, the type(s) of goods or services previously provided, and the amount received for the provision of such goods or services.

STATE AGENCY/DEPARTMENT	TYPE OF GOODS/SERVICES	AMOUNT RECEIVED
-------------------------	------------------------	-----------------

Have you or any of your partners, divisions, or any related business units previously applied and received any grants from any State Agency/Department in the current or last fiscal year?

☐ Yes ☐ No

If yes, identify the State Agency/Department that awarded the grant, the date such grant was awarded, and the amount of the grant.

STATE AGENCY/DEPARTMENT	DATE GRANT AWARDED	AMOUNT OF GRANT
-------------------------	--------------------	-----------------

1. List below the name(s) and address(es) of all public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF PUBLIC OFFICIAL/EMPLOYEE	ADDRESS	STATE DEPARTMENT/AGENCY
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2. List below the name(s) and address(es) of all family members of public officials/public employees with whom you, members of your immediate family, or any of your employees have a family relationship and who may directly personally benefit financially from the proposed transaction. Identify the public officials/public employees and State Department/Agency for which the public officials/public employees work. (Attach additional sheets if necessary.)

NAME OF FAMILY MEMBER	ADDRESS	NAME OF PUBLIC OFFICIAL/ PUBLIC EMPLOYEE	STATE DEPARTMENT/ AGENCY WHERE EMPLOYED
--------------------------	---------	---	--

If you identified individuals in items one and/or two above, describe in detail below the direct financial benefit to be gained by the public officials, public employees, and/or their family members as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

Describe in detail below any indirect financial benefits to be gained by any public official, public employee, and/or family members of the public official or public employee as the result of the contract, proposal, request for proposal, invitation to bid, or grant proposal. (Attach additional sheets if necessary.)

List below the name(s) and address(es) of all paid consultants and/or lobbyists utilized to obtain the contract, proposal, request for proposal, invitation to bid, or grant proposal:

NAME OF PAID CONSULTANT/LOBBYIST	ADDRESS
----------------------------------	---------

***By signing below, I certify under oath and penalty of perjury that all statements on or attached to this form are true and correct to the best of my knowledge. I further understand that a civil penalty of ten percent (10%) of the amount of the transaction, not to exceed \$10,000.00, is applied for knowingly providing incorrect or misleading information.***

Signature \_\_\_\_\_ Date \_\_\_\_\_

Notary's Signature \_\_\_\_\_ Date \_\_\_\_\_ Date Notary Expires \_\_\_\_\_

*Act 2001-955 requires the disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000.*

## APPENDIX D - NOMINATED PROJECT DETAIL

### Form A-1 Nominated Project Details

(Maximum three pages in length per project)

Respondent \_\_\_\_\_ Project number \_\_\_\_\_ (sequentially numbered 1 to 5 )

Respondent team member(s) involved in the project \_\_\_\_\_

Item	Notes to Respondents
<b>Name of project</b>	<i>Details including official project name and contract number</i>
<b>Location of project</b>	<i>Address including state, county, city/town, street.</i>
<b>Owner</b>	<i>Organization name</i>
<b>Reference contact details</b>	<i>Current information for key client contacts (individuals), including name, title, role, telephone numbers, email addresses, and mailing address. The reference should ideally be the project owner's Chief Project Officer or equivalent. An additional reference also can be provided where appropriate.</i>  <i>By providing this information, you are confirming that the reference is aware that their name has been given for this purpose and that they are willing and able to provide a reference to the End User. Further, you are authorizing the End User or the End User's representatives to contact these individuals for all purposes, including gathering information and documentation, in connection with this RFQ.</i>
<b>Contract period</b>	<i>Contract commencement date, end of construction date, and contract end date</i>
<b>Relevance</b>	<i>Describe the relevance of the nominated project</i>
<b>Time period of involvement</b>	<i>Commencement date and duration</i>
<b>Description of project</b>	<i>Capital value, scope, and complexity</i>
<b>Current status of project</b>	<i>Describe the current status of the project relative to key milestone events</i>
<b>Contract model</b>	<i>Contract structure i.e., public private partnership, design-build</i>
<b>Respondent team member(s) involved</b>	<i>Name specific project team member(s) involved in this specific project</i>
<b>Role(s) on project</b>	<i>Specific role, duties, and responsibilities of applicable respondent team members.</i>
<b>Performance</b>	<i>Describe the performance in meeting obligations related to the contract. Describe the level of achievement of performance specifications, including any cured or uncured contractual details</i>
<b>Other information</b>	<i>Any information the respondent considers relevant to the Evaluation Criteria</i>

## APPENDIX E – STATE OF ALABAMA NON DISCLOSURE AGREEMENT



KAY IVEY  
GOVERNOR

# State of Alabama Department of Corrections

Alabama Criminal Justice Center  
301 South Ripley Street  
P. O. Box 301501  
Montgomery, AL 36130-1501  
(334) 353-3883



JEFFERSON S. DUNN  
COMMISSIONER

## NON DISCLOSURE AGREEMENT

The Alabama Department of Corrections ("ADOC") is prepared to furnish you, \_\_\_\_\_, with certain information which is either confidential, proprietary, or otherwise not generally available to the public to assist you in making an evaluation of the business and prospects with regard to a possible transaction with the ADOC.

As a condition to furnishing you such information, you agree as follows:

Non-disclosure of Confidential Information. The Confidential Information (as defined in Section 4) will not be used other than in connection with the purpose described above, and will be kept confidential by you and your directors, officers, employees, and representatives (collectively, "Representatives"). Confidential Information may be disclosed only, (a) to your Representatives, (b) only to such Representatives as need to know the Confidential Information for the purpose described above, and (c) only in strict accordance with Section 3 of this Agreement. Such Representatives shall be informed by you of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described above. Such Representatives shall agree in writing to be bound by the terms of this Agreement as a condition of receiving the Confidential Information. In any event, you shall be responsible for any breach of the Agreement by any of your Representatives. Neither you nor any of your Representatives shall use or disclose to any person Confidential Information other than as expressly permitted by this Agreement, and you will use your best efforts, and cause each of your Representatives to whom Confidential Information has been disclosed to use his or her best efforts, to safeguard the Confidential Information from unauthorized disclosure or use. The term "person" as used in this agreement shall be broadly interpreted to include, without limitation, any individual, corporation, company, partnership, or other entity.

2. Non-disclosure of Discussions. Without the prior written consent of the Company, you will not, and will direct your Representatives not to, disclose to any person the fact that the Confidential Information has been made available to you or that you have inspected any portion of the Confidential Information, or that discussions with respect to the above purpose are taking place or any other facts with respect to these discussions, including the status thereof.
3. Notice of Attempts to Compel Disclosure. If you or your Representatives are requested or required (by oral question, interrogatories, requests for information or documents, subpoena, civil investigative demand, or similar process) to disclose any Confidential Information, you will promptly notify the ADOC, Office of the General Counsel, of such request or requirement so the ADOC may seek an appropriate protective order or waive compliance with provisions of the Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, you or your Representatives are, in the written opinion of your counsel, compelled to disclose the Confidential Information or else stand liable for contempt or suffer

other censure or significant penalty, you may disclose only such of the Confidential Information to the party compelling disclosure as is required by law. You shall not be liable for the disclosure of Confidential Information pursuant to the preceding sentence unless such disclosure was caused by you or your Representatives and not otherwise permitted by this Agreement. You will exercise your best efforts to assist the ADOC in obtaining a protective order and in providing other reliable assurance that confidential treatment will be accorded the Confidential Information.

4. Definition of "Confidential Information" As used herein, "Confidential Information" means all information written and oral, that is furnished to you or your Representatives by the ADOC, which concerns the ADOC, unless the recipient can establish that such information is generally available to the public. Any information furnished to you or your Representatives by a director, officer, employee, or representative of the ADOC, or the ADOC's designee, shall be deemed for the purposes of this Agreement to be furnished by the ADOC.

Notwithstanding the fact that information may become, or may have become, publicly available through no fault of you or your Representatives, neither you nor your Representatives will disclose (until specifically released in writing from your obligations hereunder by the ADOC) (a) the identity of the ADOC and (b) the ADOC's other Confidential Information.

5. Return of Information. You shall keep a record of the Confidential Information furnished to you and of the location of such Confidential Information. The written Confidential Information, except for that portion of the Confidential Information that may be found in analyses, compliance, studies, or other documents prepared by or for you, will be returned to the ADOC immediately upon the company's request, and no copies shall be retained by you or your Representatives. That portion of the Confidential Information that may be found in analyses, compliance, studies, or other documents prepared by or for you, oral Confidential Information, and written Confidential Information not so requested or returned will be held by you and kept subject to the terms of this Agreement or destroyed.

6. No Warranty of Accuracy. You understand that the ADOC has endeavored to include in the information furnished you materials believed to be reliable and relevant for the purpose of your evaluation, but you acknowledge that neither the ADOC, nor any of their directors, officers, employees, or representatives makes any representation or warranty as to the accuracy or completeness of any information which is provided. Except as such representations and warranties, if any, are included in an executed definitive agreement, neither the company, nor any officer, director, employee, representative, or agent of the company shall have any liability to you or your Representatives. For the purposes of this Section 6, "information" is deemed to include all information furnished by The ADOC to you, whether or not Confidential Information as defined by Section 4.

7. Document Ownership. It is expressly understood and agreed that any and all documents provided to you by the ADOC, or ADOC's designee on its behalf, or provided by you solely for the purpose described above, shall be deemed to be the property of the ADOC.

8. No Waiver. No failure or delay in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

9. Remedies. It is agreed by the Parties that money damages alone would not be a sufficient remedy for any breach of this Agreement by you or your Representatives, and the ADOC shall be entitled to specific performance and injunctive relief as remedies for any such breach. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by you or any of your Representatives but shall be in addition to all other remedies available at law or equity to the ADOC including, but not limited to, indemnification and defense for every loss, cost, damage, or expense, including attorney's fees, or criminal penalties, if applicable.



10. Headings, Jurisdiction, and Governing law. This Agreement is for the benefit of the ADOC and may be enforced by us. The headings of the Sections of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement. You consent to personal jurisdiction in any action brought in any court, federal or state, within the State of Alabama having subject matter jurisdiction arising under this Agreement. The Agreement shall be governed and construed in accordance with the internal laws of the State of Alabama applicable to such agreements.  
Agreed and Accepted

By: \_\_\_\_\_

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company

\_\_\_\_\_  
Date

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Jurisdiction and Expiration Date