

DCM Use Only

DCM RFQ#: 2025-021

Date Posted: 10/14/2025

**REQUEST FOR QUALIFICATIONS
(RFQ)**

CONSTRUCTION MANAGER SERVICES

(NEW PRISON CONSTRUCTION / ESCAMBIA MEN'S PRISON FACILITY)

**ALABAMA CORRECTIONS INSTITUTION FINANCE AUTHORITY (ACIFA)
c/o ALABAMA DEPARTMENT OF CORRECTIONS**

ISSUE DATE: October 14, 2025

Pursuant to §14-2-28 and §41-4-133, Code of Alabama, 1975, as amended, the Alabama Department of Finance, Division of Construction Management (“**DCM**”), on behalf of the Alabama Corrections Institution Finance Authority (“**ACIFA**”), the owner of the Escambia Men’s Prison Facility (the “**Facility**”), being constructed for use by the Alabama Department of Corrections (the “**ADOC**”), as Lessee (collectively the “**Owner**”) is issuing a “Request for Qualifications for Construction Manager Services to support the construction of the Facility, and seeks qualifications/responses/proposals (“**Qualifications**” or “**Responses**”) from qualified professionals (hereinafter, “**Professional**”), as further outlined in this RFQ, as may be amended by issued Addenda (collectively, the “**RFQ**”) and as set forth in the Procedures of the Authority, attached as Exhibit A (the “**Procedures**”).

I. OWNER:

Alabama Corrections Institution Finance Authority
c/o Alabama Department of Corrections
Office of the Commissioner
Attn. Carrie Ellis McCollum, Executive Counsel
301 South Ripley Street
Montgomery, AL 36104

II. PROJECT:

Alabama Prison Modernization Plan – Escambia Men’s Prison Facility - Construction Manager Services

III. OWNER’S SINGLE POINT OF CONTACT:

Carrie Ellis McCollum
Executive Counsel
Alabama Department of Corrections
301 South Ripley
Montgomery, Alabama 36104
carrie.mccollum@doc.alabama.gov

IV. NARRATIVE OVERVIEW

This is a solicitation for professional services. No Professional (Individual, Company, parent company, subsidiary, or related company, including related by common ownership) will be eligible to participate in any competitive procurement for the construction delivery services. See additional information in Section X. Legal Requirements.

Act No. 2021-546 (the “Enabling Legislation”) authorizes the construction of new prison facilities in a phased approach. The facilities to be constructed are owned by ACIFA for use by the ADOC as Lessee. ACIFA has delegated certain responsibilities for construction and development of the prison facilities to the ADOC.

Phase 1 of the Enabling Legislation authorizes the construction of a new men’s prison facility in Escambia County, Alabama, to house a minimum of 4,000 male inmates with intake capability, as well as the construction of the Specialized Men’s Prison Facility n/k/a the Governor Kay Ivey Correctional Complex (GKI CC), being constructed in Elmore County, Alabama. The Department adopted Specifications for Design, which will be made available upon request following the execution of a Confidentiality and Non-Disclosure Agreement (“**NDA**”) as outlined herein.

A Comprehensive Design and Related Services Agreement (“**Design Services Agreement**”) has been executed authorizing the design of the 4,000 bed Escambia Facility, with design to progress in two Parts – Part 1, the design of approximately 2,000 beds with support infrastructure and Part 2, the design of the remaining beds with associated support infrastructure. Part 1 of the Escambia Facility is anticipated to consist of approximately 775,000 square feet to be constructed in Part 1 construction. Design has progressed to 65% design development.

In addition to the design development by Goodwyn Mills Cawood (GMC) under the Design Services Agreement, the current program manager (HPM/CGL) has been engaged for both concurrent design review and related preconstruction services for ensuring consistency with the design of the GKI CC, as well as other initial preconstruction services (such as development of market research materials and preparation of draft materials for a competitive construction services procurement). Preconstruction activities, with the exception of design review services, have been discontinued in connection with this RFQ process.

The Escambia Men’s Prison Facility will include the following types of inmate classification housing: restricted, close, medium, minimum-in and minimum-out. In addition, the Facility will include all support spaces to operate a prison including, but not limited to, intake, inside/outside administration, food/laundry/maintenance services, infirmary, educational and programming space, correctional industries, vocational education, warehouse and kennel.

The Escambia Facility (Part 1 and/or Part 2) may be constructed via multiple package(s) and multiple contractor(s), or by a single construction contract. Part 1 and Part 2 may follow different construction procurement methodologies. Components of construction for Part 1, whether as multiple packages or as a single contract, are anticipated to include the following:

- Site Works and Enabling Works (stormwater, utility, water tower/sanitary sewer; etc.);
- Vertical Construction;
- Outside the Fence (warehouse, kennel, checkpoint and other); and
- Any other ancillary buildings/construction and related work as necessary in furtherance of the Project.

While these remain in development, Procedures for procurement of construction delivery services are anticipated to follow the model of Title 39, *Code of Alabama* (design-bid-build) with modifications permitted by law such as to permit evaluation of best value to the State, and are anticipated to include: Pre-qualification of Contractors and a competitive process for procuring construction services, which may include an advance site works package or other packages. We are not considering a model of Construction Manager at Risk (CMAR) or variations of this model of procurement at this time.

The initial term of the agreement for Construction Manager Services will be five (5) years, with an option to renew for additional successive two (2) year terms until the completion of the construction of the Escambia Men's Prison Facility – Parts 1 and 2. The services will be contracted based on negotiation after qualified Professional is selected. In the event Part 2 construction of the Escambia Facility is delayed more than two (2) years following the start of the construction of Part 1 of the Escambia Facility, Owner reserves the right, but shall not be required, to issue a new solicitation to procure Construction Manager or other related Services, at its sole discretion.

Selected Professional will be expected to work with ACIFA, the ADOC, the Design Professional/Architect, any other State representatives, and/or contracted vendors (such as Commissioning/Construction Materials Testing, etc.), multiple contractors, and/or other participants involved in the Project in a collaborative manner. It is not known whether the Design Professional will be contracted for Onsite Project Representation Services for either Part 1 or Part 2 of the construction. If those services are not contracted for with the Design Professional, there will be a need for the Construction Manager to provide the type of services typically provided through Onsite Project Representation Services, to ensure quality and conforming work reviews, such as through professional staff with architectural, engineering or equivalent expertise or other specialty services to review the construction progress and quality. If needed, these services will be negotiated as an Alternate Service.

Owner is soliciting Responses from qualified Professionals for Construction Manager Services with the capacity to execute the required Services for the entire scope of needs for the construction and delivery of the Escambia Men's Prison Facility. Professionals will be evaluated on the Basic Services and the Alternate Services.

Professional is invited to submit a response to this RFQ if Professional is capable of supplying the services being solicited and can demonstrate its experience as requested in this RFQ. *Construction Manager Services as further outlined herein are subject to evaluation and selection by the Owner and all reservations contained herein, in the Procedures or available by law.*

V. PROJECT SCOPE

Subject to the reservations herein, and at Owner's election, for both Part 1 and/or Part 2 of the Escambia Project, Construction Manager will be expected to act as Owner's representative providing advice, strategy recommendations and acting in an advisory role, as well as interfacing or other support for interface/meetings with key stakeholders, governmental authorities and/or regulatory agencies. Construction Manager may also, as Alternate Service(s), provide additional services as follows: quality assurance/professional field observation services; coordination of construction contractor activities; schedule monitoring and management; budget and cost estimating, monitoring and change management; audit and other financial services; presentation materials; and/or any other service to support the construction delivery of the Escambia Project, including the provision of correctional, secure facility, minority business enterprise support services, or other specialty services if needed. Additional alternate services solicited herein, including correctional, secure, minority business enterprise, or other specialty services, may be provided by consultant(s) or joint venture(s) or other partner(s), so long as disclosed and approved by the Owner.

Construction Manager is expected to bring a high degree of cohesion, cooperation, collaboration, coordination, and teamwork to the Escambia Project. The selected Professional must support delivery of the Facility on time and in budget, in accordance with the Specifications and Construction and other Project Documents, as well as provide cost-effective capital solutions, innovation, and resource stewardship to execute the Project.

The selected Professional will provide Construction Manager Services for the construction of the Escambia Facility as authorized by the Legislation and described in this RFQ and any Owner adopted Procedures, to the extent of Owner's discretion. The Construction Manager Professional is expected to provide experienced staffing to properly plan, advise and support the Owner during the construction process. Services sought, with indication of Basic Services or Alternate Services, are as follows:

A. **Basic Services:**

Overall Construction Manager Services:

Owner is seeking Construction Manager services to act as Owner's Representative and serve in an advisory role as directed by the Owner, to the extent Owner determines necessary, for planning, development and pre-construction activities, as well as through the duration of the execution of the construction of the Escambia Facility, to include, but not be limited to, review and evaluation of Escambia Project strategy and progression; communication of issues that may arise to Owner with recommendation for response; providing strategies for Owner decision-making; and other advice and counsel to the Owner throughout project progression.

Professional is expected to provide the Owner with effective Project oversight from an Owner's representative's perspective of the Project's:

- Schedule,
- Cost,
- Quality,
- Safety,
- Scope and function,

including recommendations to address issues that arise. Also anticipated are support for Requests for Information (RFIs), Observations and/or Submittals, including making recommendations to the Owner.

Basic Services will also include providing support to Owner in external communications, support for media responses, and/or preparing presentation materials to present to key State leadership or other external parties on the status of the construction of the Escambia Facility, including, but not limited to, Project expenditures, percentage of completion, issues arising on the Project, and other historical information to brief on the status of the Project. Construction Manager may serve as a liaison to key stakeholders at Owner direction.

Construction Manager services are intended to provide additional support to the Owner in executing this construction Project. Such support is intended to provide continuity to the overall construction of the Escambia Facility (Part 1 and Part 2), which may be constructed via multiple package(s) and multiple contractor(s), or by a single construction contract or any legally available procurement strategy. Part 1 and Part 2 may follow different construction procurement methodologies and which may include, but not be limited to, the components of construction listed above.

As such these services will be performed under the direction of ADOC leadership with the expectation of frequent, robust, and comprehensive/detailed communications regarding construction progress with the Owner.

Construction Manager will represent Owner's interests for the Project. The process must be interactive and will require consistent, effective communication by the Construction Manager. This may include engagement with the Design Team, ACIFA, ADOC or other State stakeholders, and/or with the Contractor, on behalf of the Owner. This may also include the conduct of regular meetings on behalf of the Owner and/or with the Owner and its key stakeholders to include, but not be limited to, responsibility for agenda, minutes, drafting and preparation of materials to effectuate intent of the meeting outcome or other correspondence or communications.

B. Alternate Service(s): The following services may be requested as Alternate Service(s). Such services may be included in Contract terms by a work authorization agreement process. Owner may select none of these services; alternatively, Owner may select any, some or all of these Services, at its sole discretion. Owner reserves its rights and may elect to utilize other contractual engagements or prior solicitations to provide

these services or may issue future procurements to procure these services. Owner reserves all rights in its favor with respect to the full scope of this solicitation.

1. Quality Assurance/ Professional Field Observation Services:

Quality Assurance Services by professional staff with architectural, engineering or equivalent expertise (Quality Assurance) may be requested as an Additional Service, whether as a supplement to the Architects' role on the Project or for the Project as a whole, including specialized services. Supplemental services may be contracted for to ensure compliance of the construction with the Contract requirements and documents, quality monitoring and control, and ensuring that any portion of the construction required to be repaired, remediated or re-done by a contractor is appropriately addressed. This Service may include other onsite leadership or staffing necessary for supervision of these services.

Quality Assurance may also include documentation of potential variation from construction design documents, construction contract terms and other agreements; reporting of quality related findings regarding Facility construction; and memorialization of contractual deviations and/or omissions.

2. Coordination of Construction Contractor Activities:

Coordinate construction contractor activities onsite such as, but not limited to:

- a. Procurement packages (cell packages, locks packages, HVAC, other),
- b. Site works (stormwater and sanitary sewer and other infrastructure installation),
- c. Outside the fence projects (water tower and /or sanitary lift stations, warehouse, electrical, internet or other services), and
- d. Vertical construction of the Facility, all of which may be constructed by one or more Construction Contractors.

3. Schedule Development, Monitoring and Management:

Construction Manager Services may include Schedule development, monitoring and/or management. This may include development of a construction Schedule for purposes of including in a competitive solicitation or other bid process for the procurement of one or more construction contractors for the construction of the Facility. Such services may also include monitoring the development and progression of Project Schedule(s) during construction, including critical path scheduling; collaborating with Contractor(s) and Design Professional(s) on Schedule; monitoring milestone dates to track progress of construction activities for construction project delivery, as well as offering scheduling strategies to optimize Project Schedule. This contemplates Schedule analysis and working directly with the Contractor throughout the Project to ensure on time and in budget completion.

4. Budget and Cost Estimating / Change Monitoring and Management:

Alternative services may include a variety of budget and cost estimating services. Professional may be requested to provide support for the development of a construction budget for purposes of including the construction budget in a competitive solicitation or other bid process for the procurement of one or more construction contractors for the construction of the Facility. Such services may also include monitoring of actual and expected expenditures relative to the overall project budget; advising Owner on impact of decisions relative to the overall scope and budget; estimating and validating scope and pricing in advance of bid and as received from Contractor(s); and review and recommendation for approval of payment applications.

Change Management Services may also include analysis of cost implications of changes, cost estimating and documentation for review, tracking, recommendation for approval and initiating Change Orders or other Change Directives, evaluating and estimating Allowance expenditures and/or Contingency expenditures, Claims review and support to include review and response to any contractor Claims for time or money under the construction contract; other cost estimating, budget and cost monitoring.

Within strict operational budget controls, Alternative Services may be added to include recommending how limited funds should be allocated or reallocated if necessary and to obtain detailed and realistic cost estimates based on historical data and present-day market condition, including contingency planning. Services may include adjustment of cost estimates over the life of the Project, if needed, and providing Owner with financial analysis, including risks analysis and reports and recommendations for Owner's decision.

5. Audit and Other Financial Services:

Owner may add as an alternate service audit of the project's payments, pay applications and contract obligations/payments made to one or more contractors or other contracted vendors. Audit services may also include ensuring appropriate payment approvals within authorization for approval.

Financial Services may include tracking costs and Schedule impact of Change Order(s) or other Change Directives, Allowance(s), Contingency expenditures, Requests for Information (RFIs), Architects Supplemental Instructions (ASIs), and/or Submittals, with costs tracked against Project funds to provide reports of expenditures by category of expenses and of remaining Project budget/Project funds.

6. Document Control

Owner may add as an Alternative Service Document Control. This may include maintaining all Project documents for reference. Project records may include all Contract Documents, Construction Meeting Minutes, Submittals, Requests for Information, Test Reports, Drawing Logs and other communications of a material nature, as well as Close-

Out documentation such as Warranties, Startup Reports and the like. This service may also include routing and tracking all Project documents for execution as needed.

7. Transition and Activation Services:

Provide support to Owner with transition to and activation of the new facility, if needed. Such services may include any aspect or service needed for transition and activation of the Escambia Facility such as (i) Occupancy Plan and Schedule; (ii) Coordination of and assistance with O&M Materials and/or Warranty; support for implementation of a Computerized Maintenance Management System, and/or advance fulfillment of all goods and materials needed within the Facility, planning of inmate and staff movement/needs.

8. Other Services Required to Support Project Completion:

Any other services, including, but not limited to, the retention of consultants, subconsultants, the minority business enterprise program components of *Ala. Code* §14-2-12, advertisements, or any other necessary service or equipment needed to support Project delivery and completion on time and on budget, whether through Construction Manager or contracted subconsultant resources.

VI. RFQ ISSUANCE, NDA REQUIREMENT and RFQ SCHEDULE

DCM, on behalf of ACIFA (as the Owner) and the ADOC (as the Lessee) of the Facility is soliciting Responses from qualified Professional(s) who have the capacity to execute the required Construction Manager Services in their entirety to support the construction of the Escambia Facility.

As a pre-condition of participation in this RFQ, Owner will require submission of a Letter of Interest and a Non-Disclosure/Confidentiality Agreement (NDA) executed in the form attached as Exhibit B, to the Owner's Single Point of Contact.

The established schedule for procurement of a Construction Manager is critical to the Owner's efficient design and construction of the Escambia Men's Prison Facility. The milestone schedule for procurement of the Construction Manager Professional to perform services is included below.

October 14, 2025	Begin Advertisement of RFQ for Construction Manager Services
November 4, 2025 – 4:00 p.m.	Letter of Interest & NDA from Professional Due
November 12, 2025 - 4:00 p.m.	Requests for Information (RFI) from Professional Due
November 19, 2025 - 4:00 p.m.	RFI Responses from Owner Due
November 26, 2025 - 4:00 p.m.	RFQ Responses / Qualifications Due

All Responses must be submitted pursuant to the instructions contained herein in this RFQ as it may be modified via Addendum. It is the Professional's sole responsibility to ensure that its Response and any other required submissions are delivered in the manner required in this RFQ by the Due Date and Time. Owner has the right, but not the obligation, to reject any Response not properly delivered in accordance with the instructions of this RFQ or otherwise to reject or accept any Response at the discretion of the Owner.

Owner may modify any criteria or requirement for Response and/or selection in accordance with Act No. 2021-546 or otherwise in the best interest of the State.

Owner may select none of these services; alternatively, Owner may select any, some or all of these Services, at its sole discretion. Owner reserves its rights and may elect to utilize other contractual engagements or previously issued solicitations to provide these services or may issue future procurements to procure these services. Owner reserves all rights in its favor with respect to the full scope of this solicitation.

Further submission instructions for submission of Qualifications are set forth herein.

VII. RESPONSE REQUIREMENTS / QUALIFICATIONS

Professional must demonstrate experience in construction management or other logistics and planning services for similar projects in scope and/or complexity, including providing strategy advice and other Owner's Representative services for prior projects of similar scope and/or complexity. To the extent of any state or federal law requirement, Professional and any consultants shall hold current professional licenses and be authorized to conduct business in the State of Alabama.

Each Response will be evaluated on the content of the material as presented in the Response documents. Supplementary material in the form of company brochures, etc., if submitted, may or may not be forwarded to Selection Committee. Professional should present its Qualifications in the order outlined in this RFQ. Failure to do so may result in disqualification.

Professional should further demonstrate experience as follows:

VII. QUALIFICATIONS, Section 1: Corporate Information

The information in Section 1 should be located in the beginning of the Response in the same order as shown in this RFQ.

Owner will assess and evaluate the value of the following Qualifications in this entire Section VII, at its sole discretion during the review process. Owner will perform a holistic evaluation of the following qualifications, within its discretion, in order to evaluate Professional and select the most qualified Professional for award and negotiation.

Contact Details
Company Name
Company Website
Contact Name (Last Name, First Name)
Contact Position / Title
Contact Office Phone
Contact Mobile Phone
Contact Email
General Information
Year Founded
Shareholders / Owners / Organization of Company
Location of Headquarters
Additional offices in the following Cities and employees per location
Location of office(s) that will be engaged in the Project
Distance of office to the project site in Escambia County, Alabama
Number of permanent Employees
List jurisdictions and trade categories in which your organization is legally qualified to do business and indicate registration or license numbers (List any applicable Professional License or certifications held). If a Professional License is required for any proposed service, Professional must have the applicable license, or alternatively, must obtain the applicable license or include a licensed individual as part of the Professional's team.
State all certified "Disadvantaged" business classifications (i.e. MBE, WBE, SDVBE, DBE, etc.)
Financial & Legal Information
Annual revenue of past three (3) years in U.S. Dollars
Combined Annual Revenues for 2022
Combined Annual Revenues for 2023
Combined Annual Revenues for 2024
Combined Forecast 2025

Attach two (2) most recent audited Financial Reports
Umbrella Liability with aggregate limit (Minimum Requirements set forth in the Division of Construction Management (DCM) Manual Form B-2A, Revised December 2024, Article 13, Architects Insurance).
On average how many contracts do you execute per year per category listed below (<i>base response on size of project under construction being <u>managed</u>. If Professional has experience in construction, Professional may indicate the construction cost amount of the project that was <u>constructed</u>.</i> For each project, indicate if the contract(s) listed was a contract for the management of a construction project or if the contract(s) listed was for the performance of a construction contract).
\$0 - \$250,000,000
\$250,000,000 – \$500,000,000
\$500,000,000 - \$750,000,000
\$750,000,000 - \$1,000,000,000
>\$1,000,000,000
Largest Contract, Date, Contract Value, Project Description, Scope of the Contract and Role in Contract (Construction Manager or Contractor) in the last five (5) years?
What Percentage of your annual revenue is with repeat Clients / Customers?
List Top 3 current Projects with contract value. Indicate total value of current backlog, if any.
Who are your Key Clients / Customers?
Provide a summary of all lawsuits, arbitration and/or mediation settlements within past five (5) years that your Company was or is currently involved in involving in any way claims related to your performance of a construction management or construction contract: (Other party's name, dispute value/conflict matter).
Include all such lawsuits, arbitration and/or mediation settlements associated with your Company, and/or with all parents, subsidiaries, affiliates and/or predecessor companies.
Include such lawsuits, arbitration and/or mediation settlements within the past five (5) years of any Principal(s) proposed on this Project who were or are involved in the lawsuits, arbitration and/or mediation settlements, even if outside of your Company.
Interpret as broadly as possible.

Provide a summary of all failure(s) to perform under a contract in past five (5) years that your Company was or is currently involved in: (Other party's name, dispute value/conflict matter). Include all such failure(s) to perform under a contract associated with your Company, and/or with all parents, subsidiaries, affiliates, and/or predecessor companies. Include any failure(s) to perform under a contract within the past five (5) years of any Principal(s) or Joint Ventures proposed on this Project (noting whether included herein for purposes of supporting experience with one or more Relevant Projects) who were or are involved in the failure(s) to perform, even if outside of your Company. Interpret as broadly as possible. Note: If a failure(s) to perform contract is included, please provide explanation and any mitigating circumstances associated with the failure(s) to perform.
Provide a summary of all bankruptcies/bankruptcy filings/bankruptcy petitions (bankruptcy) in past five (5) years that your Company was or is currently involved in. Include all bankruptcy associated with your Company, and/or with all parents, subsidiaries, affiliates, and/or predecessor companies. Include any bankruptcy within the past five (5) years of any Principal(s) proposed on this Project or Joint Ventures proposed on this Project (noting whether included herein for purposes of supporting experience with one or more Relevant Projects) who were or are involved in the bankruptcy, even if outside of your Company. Interpret as broadly as possible. Note: If a bankruptcy is included, please provide explanation and any mitigating circumstances associated with the bankruptcy.
Joint Venture (if applicable)
Does your firm plan to enter a Joint Venture (JV) with another firm or engage a minority business enterprise (MBE) for this project?
If so, which firm do you plan to Joint Venture with or to engage as a minority business enterprise (MBE) for this project?
If so, will your firm be the majority/controlling partner of the Joint Venture?
Provide detailed information on the structure of the Joint Venture

VII. QUALIFICATIONS, Section 2: Relevant Corporate Experience

A. Introduction and Construction Management Approach:

Provide an executive summary describing your understanding of the Project, Professional's construction management perspective for the Project, and any other information you would like to highlight. Describe a potential approach Professional may take for this Project in providing the services outlined herein, and how this approach will best serve the Owner. Use this Section as an opportunity to demonstrate your understanding of the Project and expertise. This is a request for a description of a customized approach for this project as Construction Manager with explanation of how Construction Manager would execute the approach and support the methodology/approach proposed.

B. Relevant Projects-

Projects listed for this Section B must be separate and distinct projects.

The experience of one or more principal team member(s) may be used to satisfy response to the question(s) in this Section and will be considered experience for purposes of Relevant Projects and/or Relevant Construction Manager Projects as more particularly set forth.

List a maximum of five (5) and a minimum of three (3) Relevant Projects. At least two (2) of the Relevant Projects listed must be a Relevant Construction Manager Project (i.e., contract(s) or engagement(s) for management of a construction project).

Relevant Projects are projects involving construction manager services, completed or ongoing, or for actual performance/construction of construction of a project, completed or ongoing, within the last five (5) years, for a project of similar scope and/or complexity to the Escambia Project, Part 1, with a ***total project value (applicable to construction manager projects) or construction cost (applicable to construction contract projects) in the amount to of \$250 Million dollars or more.***

Expertise with corrections or other secure setting and/or a hospital or similar complex setting and similar complexity to the Escambia Project is preferred and such preference will be considered as part of the Qualifications evaluation.

For each Relevant Project, indicate the project delivery method and whether the Relevant Project being listed involved a single contractor, or two (2) or more contractors, multi-phased or multi-prime construction activities. Please describe the construction delivery method.

For each Relevant Project listed in this Section B, include Relevant Project name, location, owner and contact information, contractor(s) and contact information, start date of Relevant Project contract, completion date of Relevant Project contract, construction contract initial start date and construction contract end date/final completion date; indicate time of delay, if any; start construction budget, final construction cost, number and value of change orders, services provided, claims or litigation against the Owner(s), Design professional(s), and/or Contractor(s), and total project square footage. If Joint Venture experiences or minority business enterprise participants are referenced, include specific roles and responsibility that they provided.

Indicate for the Projects listed in this Section, Projects and Services provided that demonstrate Professional's Qualifications for Basic Services.

Indicate for the Projects listed in this Section, Projects and Services provided that demonstrate Professional's Qualifications for each of the following Alternate Services.

B1. Quality Assurance / Professional Field Observation Services

B2. Coordination of Construction Contractor Activities

B3. Schedule Development, Monitoring and Management

B4. Budget and Cost Estimating /Change Monitoring and Management

B5. Audit and Other Financial Services

B6. Document Control

B7. Transition and Activation Services

B.8. Any Other Specialty Services

VIII. QUALIFICATIONS, Section 3: Proposed Project Team

3.1 Project Team

This Section seeks information on the proposed Project Team members and their relevant experience and expertise with the Relevant Projects listed and/or projects similar in scope and/or complexity to the Escambia Facility, Part 1 and their proposed participation and availability for this Project.

Provide a matrix clearly indicating the proposed Project Team and *their involvement and experience with the Basic Services Projects List and any of the Alternate Services in Section 2.B, listed above*. Include a maximum one-page resume of the pertinent qualifications of each key team member (NOT required for administrative personnel) with either the Relevant Projects and/or with projects similar in scope and/or complexity to the Escambia Facility, Part 1. Include information on any relevant experience of team member(s) with corrections or other secure setting and/or a hospital or similar complex setting, similar in complexity to the Escambia Project. Response should include the percent of participation and work performed in Relevant Projects, and/or with projects similar in scope and/or complexity to the Escambia Facility, Part 1, by each individual team member proposed. Project list should include Project Owner References (provide Name, Title, Current Phone Number, and Email Address).

Time is of the essence for this Project. The delivery method for construction services has not been determined. If undertaken separately, site works and enabling works construction may begin as early as the 1st or 2nd Quarter of 2026, with vertical construction to follow in the 3rd or 4th Quarter of 2026. Alternatively, site work also may not be separated from vertical construction and such construction activities may begin as a part of a single or multiple construction delivery method(s) in the 3rd or 4th Quarter of 2026.

Include in this Response detail regarding the ability of Professional to provide the Services, including available Staffing resources and time frame in which Professional can begin providing services.

For the proposed Project Team for this Project, provide a proposed Organizational Chart for the proposed Project Team. Clearly identify Name, Title, anticipated level of participation (Full Time, Part Time, Corporate Resource, etc.) and whether that participation is anticipated to be onsite (including percentage of time anticipated to be onsite versus offsite) for each team member proposed for this Project. Include all positions/skill sets and list all Professional Certifications, if any, required for a complete team to perform the requested services. For each primary contributing team member include details that represent their open capacity to perform this Project for the duration proposed. List all other projects (and their owners) that these individuals are scheduled to perform and their estimated percentage of commitment (out of 100%) to other projects and available percentage of time for this Project.

Note: The Owner expects and will require Services to be performed primarily onsite of the Escambia Facility, Part 1, in Escambia County, Alabama.

3.2 Minority Business Enterprise Plan

Pursuant to §14-2-12 *Code of Alabama*, it is the intent of the Owner (in accordance with the enabling legislation) to encourage participation by minority businesses, with a focus on ethnic minority businesses, including prevailing ethnic minority businesses, in all aspects of the construction and/or renovation of facilities authorized pursuant to the Alabama Prison Modernization Plan enacted via Act No. 2021-546, now codified at *Ala. Code* §14-2-1 *et seq.*

Professional is encouraged to the greatest extent possible to include participation by minority businesses to include submission of a Plan to encourage participation in the project of Minority Business Enterprise(s) (MBEs) that demonstrates how the Professional intends to achieve to the greatest extent possible a level of participation by minority businesses, with a focus on minority businesses, including prevailing ethnic minority businesses, in the performance of this engagement (“MBE Plan”). Professional shall not discriminate based on race, color, national origin, sex or disability, and nothing in this RFQ is intended to require Professional to engage in discrimination to fulfill the MBE intent.

VII. QUALIFICATIONS, Section 4: Contract Form and Onsite Office Representation:

4. Contract Form. Professional must represent and agree to use the Standard Form DCM Owner/Architect Agreement with terms revised via Special Provisions if so elected by the Owner to utilize that form of contract.

Onsite. Professional must further represent and agree to provide staff to perform services onsite at the construction site of the Escambia Facility, Part 1, in Escambia County, Alabama, in space provided by Owner or by Construction Contractor(s) at Owner expense.

VII. QUALIFICATIONS, Section 5: Other Requirements

5.1 Licenses and Professional Registrations

List any Professional licensing certificates held by the Construction Manager and/or the key members of Staff proposed for the Project.

VIII. RESPONSE FORMAT and OTHER REQUIREMENTS

Owner reserves the right to waive any of the requirements and/or deficiencies in meeting requirements, at its sole discretion and to modify any Response and/or selection requirements in accordance with governing law including Act No. 2021-546, in the best interest of the State. Owner reserves all rights set forth herein.

VIII. Section 1. Response to the RFQ / Submission of Response / Qualifications

If, having submitted the required Letter of Interest and NDA, Professional wishes to be considered and evaluated for possible selection to provide the Construction Manager Services, Professional should provide a response to the RFQ to the Single Point of Contact as set forth in this RFQ and in accordance with the timeframes outlined herein as follows:

- Assemble on 8-1/2" x 11" paper with spiral type bindings or staples. DO NOT USE METAL-RING HARD COVER BINDERS.
- Separately identify each criterion response listed above by use of a divider sheet with an integral tab for easy reference.
- Submit one (1) electronic copy (PDF on disc or USB Drive) and seven (7) hard copies of all required Qualification information to Owner's Single Point of Contact indicated above. Responses received later than this date and time may or may not be considered at the Owner's discretion.
- Responses may be modified or withdrawn prior to the established Due Date.

- Title of the RFQ Project must be clearly noted on the outside of the package. This includes any packaging added later by a courier such as Federal Express, UPS, or the U.S. Postal Service. Packages not clearly marked with the Project title may or may not be opened and may or may not be considered for review at the Owner's sole discretion.
- Response to this RFQ must be specific and must be responsive to the criteria set forth in this RFQ and any Addendum.
- Requests for Information (RFI's) must be submitted in writing. Responses will also be in writing in an Addendum that will be issued to all Professional(s) that submitted a Letter of Interest and NDA. Communications shall be limited as set forth herein.
- Copies of the Comprehensive Design Services Agreement may be requested, after execution of a Confidentiality and Non-Disclosure Agreement as provided herein, by directing a request to the Single Point of Contact with an articulated rationale for the need for the Design Services Agreement. If it is determined that the Design Services Agreement may be provided, in redacted form, the Single Point of Contact and/or DCM may provide the redacted Agreement, at the Owner's discretion. Additionally, should it be determined that any other information is necessary to be provided to ensure that all participants in this RFQ process have the same opportunity to compete based on consistent information, the Single Point of Contact and/or DCM will provide the information to all participants who have executed an NDA, at the Owner's discretion.
- Questions must be submitted to Owner's Single Point of Contact.

VIII. Section 2. Communications

Note: Communications within the scope of the Confidentiality and Non-Disclosure Agreement will be covered by its terms regardless of any additional provisions herein.

From the date of publication of this RFQ until a binding contractual agreement exists with the selected Professional, or at such time as the Owner rejects all Responses or Qualifications, communications *regarding the RFQ and/or the selection process* shall cease other than as outlined herein.

Communications may include, but will not be limited to, requests or communications from any proposing Professional to any current ACIFA member or staff, any ADOC facility, division, employee, or contractor of the Owner, with the exception of the Owner's Single Point of Contact, for information, comments, or speculation *concerning or relating to this RFQ or information that might afford the Professional an advantage in this procurement*. However, nothing in this Subsection or regarding this restriction on communication is intended to or shall be deemed to affect the operation of the Owner's Facilities or Owner's business operations, including ongoing design and construction project(s) and/or transition services and activities.

From the date of receipt of this RFQ until a binding contractual agreement exists with selected Professional, or at such time as the Owner rejects all Responses/Qualifications, all

communications regarding this RFQ between the Owner and any proposing Professional, will be in writing as provided in this RFQ, or otherwise as requested by the Owner, and limited as follows:

- Requests for Information per the terms of this RFQ
- Oral Presentation(s)/Interview(s) (at the sole discretion of the Owner)
- Negotiations (with Selected Professional)

All formal Written Requests for Information should be directed to the Single Point of Contact, by email and include in the subject line "Formal Inquiry Related to RFQ for Construction Manager Services – New Prison Construction - Escambia Men's Prison Facility." Failure to comply with this provision may result in disqualification of the Professional from continuing in this RFQ process or from selection.

Interviews will be covered by the terms of the NDA and will be addressed as follows: After submission of proposals, and an initial consideration and evaluation of all proposals submitted, the Authority and/or ADOC may choose to interview no proposers or any number of proposers. Interviews may cover any areas of the RFQ and/or proposal. The Authority and/or ADOC will provide notice of any desired topic or topics to be discussed at an interview and any additional information or documents that they would like to be presented at an interview. The interview may also include a question-and-answer period and general discussions. The Authority and/or ADOC shall have discretion to accept or reject any additional information and/or documents presented as part of an interview. The interview, as well as all information and/or documents presented, shall be permitted to be considered as a supplement to a Proposal and may be used to amend an original evaluation in accordance with the Qualifications criteria set forth herein. The Authority and/or ADOC will provide notice of no less than two business days of any desired interview and will make reasonable efforts to schedule an interview at a time satisfactory to all parties. Interviews may be conducted virtually. Additionally, at Owner's discretion, Professional may be called back for additional interview, may be requested to provide additional information in writing, or may be asked to respond to specific questions.

IX. SELECTION / CONTRACT NEGOTIATIONS and OWNER RESERVATION OF RIGHTS

Final selection will be based on the Criteria as set forth in the RFQ as assessed and scored by the Owner's Selection Committee, which may or may not include an interview to be determined at Owner's discretion, and as otherwise set forth herein. Owner intends to negotiate price and other contract terms and conditions with the top-ranked Professional following evaluation by the Selection Committee based on the needs of the Owner and the Project.

The negotiated contract will include the provisions in this RFQ and any modifications, addendum, or attachments thereto and may include the relevant portions of the selected Professional's Qualifications that are expressly agreed upon and adopted by the Owner and Professional, as well as compliance with all State law requirements. Fee is to be negotiated and may be modified to include Alternate or Special Services required for this Project, and to include any other service necessary or in furtherance of the Project and within Act No. 2021-546. The Contract must be approved and signed by the appropriate authorized State and Owner officials.

Owner reserves all rights afforded by law and by this RFQ, including any Addendum. Owner may modify any criteria for responses and/or selection in accordance with governing law, Act No. 2021-546, including, but not limited to, best value to the State. Owner reserves the right to make any deviation permitted by law, including, but not limited to, any deviation permitted by Act No. 2021-546, in the best interest of the Owner/State and to evaluate based on the best value to Owner/State.

Owner further reserves the right to evaluate pricing proposed by Selected Professional as part of contract negotiations. If Owner and Selected Professional are unable to agree on pricing, Owner reserves the right to negotiate with the next most qualified Proposer, at its sole discretion, or otherwise to negotiate and/or contract as permitted by law or pursuant to existing or future contracts and/or procurements. Owner reserves its rights and may elect to utilize other contractual engagements or previously issued solicitations to provide these services or may issue future procurements to procure these services. Owner reserves all rights in its favor with respect to the full scope of this solicitation. If no Responses are received, or if Contract terms cannot be reached with any Qualified Professional proposing under this RFQ, Owner may identify any other Construction Manager with similar experience and qualifications to those set forth in this RFQ for negotiations of terms.

Owner, additionally, without limitation, reserves the following rights:

1. Owner reserves the right, any time during the evaluation, interview, negotiation, or selection process, to request additional information from any individual experienced with the organization, its employees, their work, or projects. This may include Owner authority after a Proposal is received to follow up with Professional and/or with any third party to obtain any additional information Owner deems necessary, in its sole discretion, to evaluate Professional's responses and otherwise conduct any independent review Owner deems necessary or appropriate. In the event Owner does seek additional information from any third party, Owner will provide notice to Proposer about which it seeks additional information that Owner is seeking such information and of the nature of the information sought.
2. The Owner may seek clarification of the Responses/Qualifications from any Professional at any time until a binding Contractual agreement exists with the selected Professional to provide Construction Manager. The failure of the Professional to respond may be cause for rejection at Owner's discretion. Clarification is not an opportunity to change the Responses/Qualifications, except at the discretion of the Owner.
3. Owner reserves the right to cancel, withdraw or modify the procurement at any time for any reason. The Owner makes no representation it will enter a final contract with any qualified Professional, or for any of the services solicited herein. Owner reserves the right to utilize any other procurement previously or subsequently conducted, or existing contract or other available method of procurement or contracting to procure any of the services set forth herein.

The submission of Responses/Qualifications confers on Professional no right of selection or to a subsequent Contract. This RFQ process is for the benefit of the Owner only and is to provide the Owner with competitive information to assist in the selection process. All

decisions on compliance, evaluation, terms, and conditions will be made solely at the discretion of the Owner and made to favor the Owner. Owner may or may not contract with any Professional as a result of this solicitation and reserves the right to cancel, withdraw or modify this RFQ or to contract for limited services or no services, or to issue another solicitation for the same services.

4. Owner reserves the right to reject or accept Responses not properly delivered or that contain incomplete information requested herein, or alternatively, to request supplemental information.
5. The Owner reserves the right to modify these Qualification requirements to meet the best interests of the Owner and State of Alabama.
6. Owner further reserves the right, but shall not be required, to negotiate contract terms with more than one Construction Manager Professional, including fee.
7. Fee is to be negotiated and may be modified to include Alternate or Special Services required for this specific Project(s).
8. Owner further reserves the following rights (among others): (1) to reject all Responses / Qualifications; (2) to reject individual Responses/Qualifications for failure to meet any requirement; and (3) to waive any defects in Response.
9. Cost of Preparation - The Owner is not responsible for, and will not pay any costs associated with, the preparation and submission of the Responses Qualifications regardless of whether the Professional is selected for negotiations. Any costs associated with this procurement will be the responsibility of the Professional proposing and will in no way be charged to the Owner.
10. To protect confidential and evaluative information, whether of the Owner or of the Professional, the Owner reserves the right, but shall not be required, to release a summary of any materials submitted as part of a source selection memo and its recommendation and award process.

This Request for Qualifications is not an offer to contract, but seeks the submission of Qualifications from qualified Professional(s) that may form the basis for the negotiation of a Contract or Agreement. The Construction Manager Professional will be selected from those submitting Qualifications for further and more detailed evaluation, including potential interview, at the sole discretion of the Owner, and evaluation by a Selection Committee. ACIFA, the ADOC and the DCM each separately and/or jointly reserve the right to reject any or all Qualifications/Proposals, and to solicit additional Qualifications/Proposals, through this RFQ process, another RFQ, or another solicitation/procurement process, if that is determined to be in the best interest of the State of Alabama.

X. LEGAL REQUIREMENTS

X. Section 1. No Conflicts of Interest:

Professional represents and covenants that it has disclosed to the Owner, and agrees it is under a continuing obligation to disclose, any legal, financial, ownership, and/or other interests (whether public or private, direct or indirect) that may be a potential conflict of interest or that may conflict in any manner with the State's competitive bid process, whether for this procurement and/or for the construction services procurement(s), which may be in violation of any state or federal procurement laws, and/or as consistent with the Professional's obligations under any resulting Contract or Agreement.

Professional covenants that it will not solicit, and in submission of its Proposal for this RFQ, has not solicited or received the assistance of, accepted advice from, or employed any person or persons (to include corporate or other business entities) with a conflict of interest to give guidance, participate in the RFQ process, and/or perform under the resulting Contract or Agreement. Professional further covenants that no person who has an interest in the Construction Manager, and/or any Joint Venture Proposing, or in the resulting Contract or Agreement, which would violate Alabama or federal law or create the appearance of possible unfairness in the competitive bid process, participated in the preparation of Professional's Qualifications, including, but not limited to providing advice, content, and/or making substantive, stylistic, or other edits and/or will participate in any interview process, including, but not limited to, assisting with preparation for any interview or with materials to be submitted for any interview, or otherwise to be considered or included as part of the Professional's team for performance of services.

Professional further acknowledges that a conflict of interest disqualifying it would be an intent for the Professional or its Company, whether the Company or other business entity, parent, subsidiary, affiliate or any related business entity owned by similar or common ownership to participate in the competitive process for construction services. With this understanding, Professional covenants that neither it, its Company, whether the Company or other business entity, parent, subsidiary, affiliate or any related business entity owned by similar or common ownership will participate in the competitive process for procurement of construction services.

The Owner reserves the right to deem any Proposal submitted as part of this RFQ process, at any time in the RFQ process (whether in the evaluation, interview, negotiation, selection and/or contract), non-responsive and/or to terminate any resulting contract or Agreement in the event an actual conflict of interest is identified or facts indicating the non-disclosure of an actual conflict of interest are discovered. If these circumstances occur, Owner further reserves the right to disqualify Professional from participation and/or consideration in any future State procurement.

X. Section 2. Responsibility to Read and Understand:

By responding to this solicitation, Professional will be held to have read and thoroughly examined this RFQ. Failure to read and thoroughly examine this RFQ will not excuse any failure to comply with the requirements of this RFQ or any Contract, nor will such failure be a basis for claiming additional compensation. If Professional suspects an error, omission, or discrepancy in this solicitation, or has questions regarding this RFQ, notify Owner's Single Point of Contact in the timeframes set forth in this RFQ for Requests for Information.

X. Section 3. Professional Services Procurement

This procurement is being issued for professional services only. Consistent with Ala. Code 39-2-2(d), Professional will not engage in any construction related activities such as actual construction, repair, renovation or maintenance with their own forces, by their own contract, subcontract, purchase order, lease or otherwise as a result of this procurement for professional services.

No Professional (Individual, Company, parent company, subsidiary, or related company, including related by common ownership) will be eligible to participate in any competitive procurement for the construction delivery services. For purposes of this RFQ and any subsequent competitive solicitation and/or procurement for construction services for the construction of the Escambia Facility, whether Part 1 or Part 2. , participation in this Professional Services procurement shall be deemed a conflict of interest to participation in any subsequent competitive solicitation and/or procurement for construction services for the construction of the Escambia Facility, whether Part 1 or Part 2.

X. Section 4. Minimum Code of Alabama Requirements

The following Code of Alabama Requirements will apply to any Contract or Agreement entered as a result of this solicitation.

- a. Minority Business Enterprise Requirements in Enabling Legislation. Ala. Code §14-2-12 provides for Minority Business Enterprise participation as follows:

“It is the intent of the Owner (in accordance with the enabling legislation) to encourage participation by minority businesses enterprises (MBEs), with a focus on ethnic minority businesses, including prevailing ethnic minority businesses, in the design and construction of the authorized prison facilities, including the Escambia Men’s Prison Facility. Responding Professional(s) are encouraged to include, to the greatest extent possible, participation by minority businesses.”

- b. Disclosure Statement. Ala. Code §41-16-82 of the Code of Alabama requires a disclosure statement to be completed and filed with all proposals, bids, contracts, or grant proposals submitted to the State of Alabama that meets or exceeds the threshold for bid or other formal solicitation set forth in Article 5 of Chapter 4 of Title 41 or any other law that requires formal solicitation procedures for awarding public contracts.

Pursuant to Ala. Code 14-2-38, “A person or entity submitting a proposal for any project under this act shall disclose both of the following:

- (1) The names of all lobbyists, attorneys, or other professionals or professional firms hired or retained by the person or entity on or after December 6, 2019.
- (2) The names of all current or past public officials or family members of public officials as defined in Section 36-25-1 (Ala. Code §36-25-1) associated in any manner with the person or entity submitting the proposal or associated in any manner with a subcontractor of the person or entity on or after December 6, 2019.

- c. Debt to State. It is agreed that the terms and commitments contained herein shall not constitute a debt of the State of Alabama in violation of Article 11, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number XXVI. It is further agreed that if any provision of this Agreement shall contravene any statute or constitutional provision or amendment, either now in effect or which may during the course of this Agreement be enacted, then that conflicting provision in the Agreement shall be deemed null and void. All other terms and conditions shall remain in full force and effect.

In accordance with Section 10.1 of the Lease Agreement between ACIFA and ADOC, the Contract will include the following language:

“The liability of the Issuer for the payment of any money due under contract or purchase order entered into by it, or for any other costs incurred in connection with the acquisition, construction, or improvement of, or other work on, the Bond-Financed Facilities shall be limited solely to (1) the available proceeds of the Issuer’s revenue bonds, if and when issued for the Bond-Financed Facilities, (2) any money made available to the Issuer for such purpose by ADOC, and (3) any revenues or other receipts derived by the Issuer from the Bond-Financed Facilities, subject to prior encumbrances. The limited liability of Issuer shall be plainly and conspicuously stated on each such contract or purchase order.”

- d. Alternative Dispute Resolution. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party’s sole remedy is the filing of a claim with the Board of Adjustment for the State of Alabama. For any and all other disputes arising under the terms of this Contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation, subject, however, at all times to the sovereign immunity of the State. Such dispute resolution shall occur in Montgomery, Alabama utilizing, where appropriate, mediators selected from the roster of mediators maintained by the Center For Dispute Resolution of the Alabama State Bar or the Alabama Division of Construction Management. Selection shall be at the sole discretion of the Owner.
- e. Immigration. *Ala. Code* §31-13-1, et seq. of the Code of Alabama (Alabama Immigration Law) imposes conditions on the award of state contracts. Proposers must agree to fully comply with the Immigration Reform and Control Act of 1986, as amended by the Immigration Act of 1990, and the Beason-Hammon Alabama Taxpayer and Citizen Protection Act. Professional should review and adhere to these guidelines as appropriate to their project type.

The Contract will contain the following required term: “The Parties agree, and hereby acknowledge, that all terms, covenants, and conditions, or actions taken under this Agreement shall comply with all applicable state, federal, or local laws, including the Alabama Beason-Hammon Alabama Taxpayer and Citizen Protection Act as amended. By signing this contract, the contracting parties affirm, for the duration of this Agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the Agreement and shall be responsible for all damages resulting therefrom.”

- f. Boycott Certificate. In compliance with Act 2016-312, Professional must certify that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade. In responding to this Request for Qualifications, the Professional must provide a copy of the CERTIFICATE OF COMPLIANCE WITH ACT 2016-312.

The Contract will contain the following required term: “In compliance with Act 2016-312, as codified Code Section 41-16-5, the contractor hereby certifies that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.”

- g. Economic Boycott. In compliance with Ala. Act No.2023-409, by signing this contract, Contractor provides written verification that Contractor, without violating controlling law or regulation, does not and will not, during the term of the contract engage in economic boycotts as the term “economic boycott” is defined in Section 1 of the Act.
- h. Independent Contractor. It is understood that the Contractor and its agents and employees are independent contractors and will not be entitled to the benefits of the State Merit System under this Agreement.
- i. PREA. Pursuant to Alabama Code Section 14-11-31 as well as 28 C.F.R. Part 115, the Prison Rape Elimination Act (“PREA”), any type of sexual contact with or sexual harassment of an inmate in the custody of the ADOC by one who is responsible for the care, control, or supervision of inmates – with or without the consent of the inmate – is illegal. Under Alabama law, it constitutes a felony – custodial sexual misconduct. See also, ADOC Administrative Regulation 454, Inmate Sexual Assault and Harassment Awareness (Prison Rape Elimination Act (PREA)). The ADOC has a Zero Tolerance Policy toward all forms of custodial sexual misconduct, sexual abuse, and sexual harassment. Any type of conduct – including suspected conduct – that falls within the context of custodial sexual misconduct/sexual abuse, as defined by either the State or Federal laws referenced above, shall be reported immediately to the Warden of the facility to which he or she is assigned, or the Warden’s designee, or other ADOC designee.

- j. STAARS. Professional is required to be registered as a vendor in the State's STAARS accounting system in order to receive payment from the State. It is understood that payments may be delayed at the end of the fiscal year, which shall not be considered a breach. Invoices shall be submitted to the following address:

Alabama Department of Corrections
Attn: Jenny Abbott, Director, Facilities Management
Jenny.Abbott@doc.alabama.gov
301 S. Ripley Street
Montgomery AL 36104

Professional further agrees to the use of DocuSign for invoice processing, at the election of the Owner.

- k. Modifications. Any modifications, renewals, or extensions must be mutually agreed upon in writing by both Parties.
- l. Termination Privilege. The ADOC reserves the right to terminate any contract or Agreement entered upon thirty (30) days written notice to the Contractor.

[END OF REQUEST FOR QUALIFICATIONS – CONSTRUCTION MANAGER SERVICES,
ESCAMBIA MEN'S PRISON FACILITY]

**CERTIFICATION OF THE AUTHORITY
ADOPTING PROCEDURES**

for

PROCUREMENT OF CONSTRUCTION MANAGER SERVICES

for the

ESCAMBIA MEN'S PRISON FACILITY

Dated October 10, 2025

WHEREAS, the legislation enabling the construction of the Escambia Men's Prison Facility provides for the Alabama Corrections Institution Finance Authority (the "Authority" or "ACIFA") to enter into contracts with any other public and private parties for the design and construction of the facilities, including a design-build contract;

WHEREAS, the legislation provides that the Authority may enter such contracts in accordance with procedures developed to implement this section;

WHEREAS, such procedures may include, but are not limited to, proposal content, selection criteria, prequalification, applicant interview, proposal evaluation, proposal negotiation, selection and award, which will be outlined in each Authority request for proposal;

WHEREAS, proposals shall use the standard specifications of the Department of Corrections (Department) or other specifications the Authority and the Department determine necessary for the facility; and

WHEREAS, the legislation further provides that notwithstanding any provision of law to the contrary, proposals under this section shall be awarded by the Authority based on qualifications of participants and best value as evaluated by procedures of the Authority and taking into consideration the best interest of the State;

WHEREAS, construction management/construction manager services, as well as commercial materials testing and/or commissioning or other similar construction delivery support services, are an integral part of design and construction delivery of the Escambia Facility, such that these support services, including construction manager services, to provide project oversight to ensure quality construction per the Specifications and Contract Documents may be properly procured via the parameters for development and application of procedures for delivery of design and construction services.

WHEREAS, pursuant to that certain Resolution enacted by the Authority on November 13, 2025, the ADOC is authorized and directed to conduct one or more procurements for the Escambia Men's Prison Facility, including the construction and "the procurements shall each be in such form and according to such procurement authority of the Authority as the Vice-President and the Secretary of the Authority, acting with the advice and recommendation of the employees of and advisors to the Authority and the ADOC, shall determine to be necessary or desirable in order to design and/or construct the Escambia Men's Prison Facility, the determination of the definitive form of the procurement(s) to be conclusively established by each of their execution of a certificate regarding the same."

WHEREAS, the Vice-President and the Secretary of the Authority, acting with the advice and recommendation of the employees of and advisors to the Authority and the ADOC, desire to make this Certification herein.

NOW THEREFORE, BASED ON THE FOREGOING, the Authority hereby adopts the following procedures for procurement of construction manager services for the Escambia Men's Prison Facility, which may be used for the procurement of such services for both Part 1 and Part 2 of the construction of the Escambia Men's Prison Facility:

1. Construction manager services and other related services for construction delivery may be procured pursuant to the authority granted by *Ala. Code* §14-2-1 et seq. and utilization of best value to the State standard. Such services may also be procured under any other legally available method and/or provided under any future or existing solicitations, or future or existing contract or contracts, provided the services are within the scope of the procurement and/or existing or future procurement under any legally available method.
2. The Authority, acting through delegation to the Department, may obtain construction manager services, including but not limited to, the services of a construction management firm (Construction Manager) to support the procurement and delivery of construction services for the design and/or construction of the Escambia Men's Facility through a Request for Qualification (RFQs) process within the parameters of Alabama Act 2021-546. The Authority further adopts the terms and scope of the RFQ for Construction Manager to be published by the Division of Construction Management (DCM) on behalf of the Authority as Owner and the Alabama Department of Corrections (ADOC or Department) as Lessee. Any deviations between the RFQ and these Procedures shall be resolved by the terms of the RFQ.
3. Any deviations from the current law governing RFQs shall be at the sole discretion and approval of the Department acting on behalf of the Authority and must be within the parameters set forth in Act 2021-546 governing procurements or other governing law.
4. The Authority shall be exempt from the public advertisement requirements based on the interest of public safety and need to protect confidential, security-sensitive information as a Homeland Security designated project. However, in the interest of transparency and competitive solicitation and participation, the Authority elects to advertise as broadly as possible, without the inclusion of confidential, security sensitive information, and the Authority will disseminate any solicitation to as many Professionals as possible to ensure

adequate competition while balancing the need to protect the interest of public safety and confidential, security-sensitive information, to be accomplished by publication through the Division of Construction Management (DCM) and any other publication media at the discretion of the ADOC acting on behalf of the Authority.

5. The components of selection criteria for Construction Manager services obtained via these Procedures will utilize similarity in scope and complexity to the Escambia project, Part 1, but may later be used to procure any additional Construction Manager services necessary.

The components of selection for Construction Manager Services will include the following:

- Experience with the service(s) being solicited.
 - Recent experience with Relevant Projects involving Construction Manager services for a project of similar scope and/or complexity to the anticipated Escambia project, Part 1, involving a ***total project value in the amount of \$250 Million dollars or more.***
 - Expertise with corrections or other secure setting and/or a hospital or similar complex setting and similar complexity to the Escambia Project is preferred and such preference will be considered as part of the Qualifications evaluation.
 - Project Team (experience and qualifications with the Services being solicited and team member availability).
 - Project Approach
6. The components of selection criteria for Construction Manager services obtained via these Procedures may also consider the following:
 - The performance of actual construction services for a project of similar scope and/or complexity to the anticipated Escambia project, Part 1, involving a ***total construction cost in the amount of \$250 Million dollars or more.***
 - Any other criteria included in the RFQ for Construction Manager Services and/or any Addendum thereto.
 7. Proposers and their qualifications will be evaluated based on the above criteria as set forth and evaluation may also consider additional criteria listed herein. Proposers experience to satisfy these Procedures, and the criteria set forth herein may be based upon Company experience, experience of one or more team members, and/or experience of identified subconsultants approved by the Authority or the ADOC acting on behalf of the Authority. Evaluation may include an interview process as determined solely by the Authority and/or the ADOC. The Authority and/or ADOC may choose to interview no proposers or any number of proposers. Additional procedures for interviews may be outlined in the RFQ, to include, but not be limited to, areas of discussion of interviews, content and format of interviews, timing of interviews, evaluative use of interview discussions or materials, and/or other interview considerations.

Selection will be based on the criteria set forth herein, any other considerations permitted herein, the RFQ, and/or law and may utilize a best value selection.

8. The Department, on behalf of the Authority, may negotiate the final terms of the engagement with the selected vendor, including negotiation of the final price, followed by execution of a contract by representatives of the Authority.
9. The Authority (and Department acting on its behalf) reserves all rights available to it, whether under law, including but not limited to Act No. 2021-546, in these Procedures and/or the RFQ, at its sole discretion. The Authority reserves among other rights, the right to rescind any RFQ, to select a proposer other than the initially qualified, selected proposer, and/or to contract on all, any, part, some or none of the services solicited. The Authority/Department reserves the right not to award a contract following evaluation of proposals. Owner reserves its rights and may elect to utilize other contractual engagements or prior solicitations to provide these services or may issue future procurements to procure these services. Owner reserves all rights in its favor with respect to the full scope of any solicitation issued pursuant to these Procedures and otherwise reserves all other rights available at law and those set forth in the RFQ for Construction Manager services.
10. If no Response is received, or if Contract terms cannot be reached with any Qualified Professional proposing under this RFQ, Owner may identify any other Construction Manager with similar experience and qualifications to those set forth in this RFQ for negotiations of terms.
11. The Vice-President and the Secretary of the Authority, acting with the advice and recommendation of the employees of and advisors to the Authority and the ADOC, do hereby certify that the form of the procurement as set forth in the RFQ presented to each of them at the time of this execution is necessary and desirable in order to support the design and/or construction of the Escambia Men's Prison Facility, and this determination of the definitive form of the procurement(s) shall conclusively be established by each of their execution of this Certification.

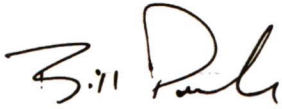
IN WITNESS WHEREOF, this Certification of Authority Adopting Procedures for Procurement of Construction Manager Services for the Escambia Men's Prison Facility has been executed effective as of the first date written above on behalf of ACIFA by the undersigned officers.



Name: John Q. Hamm

Title: ACIFA Vice President/ADOC Commissioner

IN WITNESS WHEREOF, this Certification of Authority Adopting Procedures for Procurement of Construction Manager Services for the Escambia Men's Prison Facility has been executed effective as of the first date written above on behalf of ACIFA by the undersigned officers.

A handwritten signature in dark ink, appearing to read "B. Poole", is written over a horizontal line.

Name: Bill Poole

Title: ACIFA Secretary/ Finance Director

**[END CERTIFICATION OF THE AUTHORITY ADOPTING PROCEDURES
For *PROCUREMENT OF CONSTRUCTION MANAGER SERVICES*
ESCAMBIA MEN'S PRISON FACILITY]**



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) 353-3870



JOHN Q. HAMM
COMMISSIONER

NON-DISCLOSURE and CONFIDENTIALITY AGREEMENT

The Alabama Corrections Institution Finance Authority (“ACIFA”), the owner of the Escambia Men’s Prison Facility being designed and to be constructed in Escambia County, Alabama (“Escambia Facility” or “Escambia Project”), and/or the Alabama Department of Corrections (“ADOC”), as Lessee of ACIFA for the Escambia Facility, (collectively, ACIFA and ADOC as “Owner”) are each individually and/or jointly, prepared to furnish you (Professional as defined in the RFQ entitled “RFQ for Construction Manager Services, New Prison Construction - Escambia Men’s Prison Facility”, to include both individually and corporately, as well as any Joint Venture or other Consultants, hereinafter “Professional “or “You”) with certain information which is either confidential, proprietary, security sensitive, homeland security designated, or otherwise not generally available to the public to assist Professional in making an evaluation of the business and prospects with regard to a proposed transaction with Owner as more fully described in the RFQ. As a condition to furnishing such information, Owner requires agreement by Professional with the following terms and, by execution hereof, Professional evidences Professional’s agreement to these terms of this Non-Disclosure and Confidentiality Agreement (“Agreement”), and in consideration of receipt of the Confidential Information as defined herein, and individually and/or corporately, agrees as follows:

Section 1. Definitions

1. Confidential Information – Has the meaning set forth in Section 4. To the extent that such information is available to the public, it shall not be deemed Confidential Information.
2. Elmore Project – The Elmore Specialized Men’s Prison Facility being constructed on state-owned real property in Elmore County, Alabama.
3. Escambia Project - The Escambia County Men’s Prison Facility to be constructed on state-owned real property in Escambia County, Alabama.
4. Person - Shall include, without limitation, any individual, corporation, company, partnership, or other entity.
5. Prison Construction – Refers to any prison construction and/or renovations pursuant to Acts No. 2021-546, 547 and/or 548, as codified at Ala. Code §§14-2-1 *et seq.*, as well as any other construction or renovation to other Department Correctional Facilities, including related

references to the Department's operations and/or conduct of its personnel associated therewith, and/or litigation involving the Department and/or ACIFA.

6. Professional or Recipient – You in Your capacity as recipient of the Confidential Information and as a Party to this Agreement. This shall include any directors, officers, and employees or other persons with whom the Confidential Information is shared, whether directly or through authorized access to the Confidential Information (i.e., Representatives).

Section 2. Non-Disclosure of Confidential Information

Confidential Information (as defined in Section 4) will not be used other than in connection with the purpose described herein, and will be kept confidential by Professional and Professional's 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 herein, and (c) only in strict accordance with this Agreement.

As a condition of this Agreement, such Representatives shall be informed by Professional of the confidential nature of the Confidential Information and the requirement that it not be used other than for the purpose described herein. Such Representatives shall be required, in advance of transmission of Confidential Information, to agree, and shall agree, in writing, to be bound by the terms of this Agreement as a condition of receiving the Confidential Information.

In any event, Professional shall be responsible for any breach of this 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 Professional will use Professional's 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.

Section 3. Notice of Attempts to Compel Disclosure

If Professional 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 Owner by notice to the Owner's Single Point of Contact, Carrie Ellis McCollum, at carrie.mccollum@adoc.alabama.gov, of such request or requirement so the Owner may seek an appropriate protective order or waive compliance with provisions of this Agreement. If, in the absence of a protective order or the receipt of a waiver hereunder, You or your Representatives, in the written opinion of your counsel, are 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 will not be liable hereunder 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. Professional will exercise Professional's best efforts to assist the Owner in obtaining a protective order and in providing other reliable assurance that confidential treatment will be afforded the Confidential Information.

Section 4. Definition of “Confidential Information”

As used herein, “Confidential Information” means all information, written and oral, including in electronic format, that is furnished to Professional or any of Professional’s Representatives by the Owner, which concerns the Escambia Project, the Escambia Facility, Prison Construction, ACIFA or the ADOC, or this transaction, unless the recipient can establish that such information is generally available to the public. Any information furnished to Professional or Professional’s Representatives by a director, officer, employee, or representative of the Owner and/or Owner’s designee (to include, but not be limited to, ACIFA, its members or representatives, the ADOC, its officers, directors and/or staff, any third-party vendor contracted with the Owner, ACIFA, the ADOC for the Elmore Specialized Men’s Facility, now known as the Governor Kay Ivey Correctional complex and/or contracted for the Escambia Facility or Escambia Project, or other designee authorized to provide such Confidential Information), shall be deemed for the purposes of this Agreement to be furnished by the Owner and covered by the provisions of this Confidentiality Agreement. For purposes of clarity, Professional acknowledges Professional’s understanding that this includes, but is not limited to, any discussions and/or negotiations with the Owner as fully defined herein and to include Owner’s designees detailed above, related to this RFQ, the Escambia Facility, the Escambia Project, or related to and/or for the purpose of entering into an agreement, or amending an agreement, for the proposed Escambia Project are to be treated as Confidential Information.

Notwithstanding the fact that information may become, or may have become, publicly available through no fault of Professional or Professional’s Representatives, neither You nor your Representatives will disclose (until specifically released in writing from your obligations hereunder by the Owner), the Owner’s Confidential Information.

Section 5. Return of Information

Professional shall keep a record of the Confidential Information furnished to Professional, and of the location of such Confidential Information and Representatives who have received the 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 Professional, will be returned to the Owner immediately upon the conclusion of the RFQ and/or any resulting discussions and/or negotiations, or earlier upon the Owner’s request, and no copies shall be retained by Professional or Professional’s Representatives. That portion of the Confidential Information that may be found in analyses, compliance, studies, or other documents prepared by or for Professional, any oral Confidential Information, or any other Confidential Information not otherwise covered, will remain subject to the terms of this Confidentiality Agreement and must be maintained by Professional or Professional’s Representatives, subject to the terms of this Agreement or, alternatively, destroyed with confirmation of destruction (including the identification of the Confidential Information), with such confirmation provided to the Owner at least ten (10) business days prior to destruction for Owner’s express acknowledgement and consent in advance of destruction.

Section 6. No Warranty of Accuracy

You understand that the Owner 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 Owner, 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 Owner, nor any officer, director, employee, representative, designee, or agent of the Owner shall have any liability to Professional or Professional’s Representatives. For the purposes of this

Section, “information” is deemed to include all information furnished by the Owner to Professional, whether or not Confidential Information as defined by Section 4.

Section 7. Document Ownership

It is expressly understood and agreed that any and all documents provided to Professional by Owner or its designee on its behalf, provided by Professional subject to the terms of this Confidentiality Agreement and for the purposes described herein, shall be deemed to be the property of the Owner.

Section 8. Confidentiality of Discussions and/or Negotiations

In addition to the other obligations set forth herein, Professional acknowledges Professional’s understanding and agreement that any discussions and/or negotiations with the Owner as defined/detailed herein and to include Owner’s designees detailed above, related to this RFQ, the discussions and/or negotiations, the Escambia Facility, the Escambia Project, or related to and/or for the purpose of entering into an agreement, or amending an agreement, for the proposed Escambia Project are to be treated as Confidential Information. ***Should Professional be selected, the terms of this Confidentiality Agreement will survive the execution of an Agreement or any Amendments thereto with respect to Confidential Information as defined in Section 4 or otherwise herein, and the discussions and/or negotiations leading up to an Agreement. If an Agreement is reached, Professional will continue over the life of the Project to receive Confidential Information, which will be maintained within the terms of this Agreement and/or may also be subject to execution of a subsequent Confidentiality Agreement.***

Section 9. Continuation of Obligation

It is hereby expressly acknowledged that any prior non-disclosure and/or confidentiality agreements which you have entered into for the benefit of the Owner and/or ACIFA or the ADOC, individually, remain in effect and are in addition to this Agreement.

Section 10. 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.

Section 11. Remedies

It is agreed by the Owner and Professional as Parties to this Agreement, that money or monetary damages alone would not be a sufficient remedy to Owner for any breach of this Agreement by Professional or Professional’s Representatives, and the Owner, whether ACIFA and/or the ADOC, shall be entitled to specific performance and injunctive relief as remedies for any such breach, in addition to any civil or criminal liability, monetary damages, or other compensation. Remedy may also include disqualification of Professional from participation or consideration in any future State procurement. Such remedies shall not be deemed to be the exclusive remedies for a breach of this Agreement by Professional and/or Professional’s Representatives, but shall be in addition to all other remedies available at law or equity including, but not limited to, indemnification, hold harmless and defense for every loss, cost, damage, or expense, including attorneys’ fees, or criminal penalties, if applicable, for any breach of this Agreement.

Section 12. Headings, Jurisdiction, and Governing Law

This Agreement is for the benefit of the Owner, and may be enforced by Owner. 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.

Professional and Professional's Representatives 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 this ____ day of _____, 20____.

By: _____

Name: _____

Title: _____

Company: _____