

**ESCAMBIA COUNTY FLORIDA**

**REQUEST FOR LETTERS OF INTEREST**

**Design-Build**

**Stage I - Qualifications**

**DESIGN-BUILD SERVICES FOR THE NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY**

**Solicitation Identification Number PD 16-17.004**

Letters of Interest Will Be Received Until:  
**2:00 p.m. CDT, Monday, December 19, 2016**

Office of Purchasing, Room 11.101  
213 Palafox Place, Pensacola, FL 32502  
Matt Langley Bell III Building  
Post Office Box 1591  
Pensacola, FL 32597-1591

A **Mandatory** Pre-Solicitation Conference will be held in the Office of Purchasing on Monday, November 21, 2016 at 10:00 a.m. CST. **Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

**Board of County Commissioners**

Grover Robinson, IV, Chairman  
Wilson B. Robertson, Vice Chairman  
Steven Barry  
Lumon J. May  
Douglas Underhill

From:  
Claudia Simmons  
Purchasing Manager

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All requests for assistance should be made in writing when possible. Responses will be provided to all known submitters in writing. No verbal responses will be provided.

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**Assistance:**

Paul R. Nobles, CPPO, CPPB, FCN, FCCM  
Purchasing Coordinator  
Office of Purchasing  
Matt Langley Bell III Building  
213 Palafox Place  
2<sup>nd</sup> Floor, Room 11.101  
Pensacola, FL 32502  
T: 850.595.4918  
F: 850.595.4805  
e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com)

**NOTICE**

It is the specific legislative intent of the Board of County Commissioners that NO CONTRACT under this solicitation shall be formed between Escambia County and the awardee vendor until such time as the contract is executed by the last party to the transaction.
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**SPECIAL ACCOMMODATIONS:**

Any person requiring special accommodations to attend or participate, pursuant to the Americans with Disabilities Act, should call the Office of Purchasing, (850) 595-4980 at least five (5) working days prior to the solicitation opening. If you are hearing or speech impaired, please contact the Office of Purchasing at (850) 595-4684 (TTY).

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

Escambia County Florida  
Request for Letters of Interest  
Design-Build  
Stage I - Qualifications  
Proposer's Checklist

**DESIGN-BUILD SERVICES FOR THE NEW ESCAMBIA COUNTY CORRECTIONAL FACILITY**

**Solicitation Identification Number PD 16-17.004**

**How to Submit Your Proposal**

- Please review this document carefully. Offers that are accepted by the county are binding contracts. Incomplete proposals are not acceptable. All documents and submittals must be received by the office of purchasing on or before date and hour specified for receipt. Late proposals will be returned unopened.

**THE FOLLOWING DOCUMENTS SHALL BE RETURNED WITH APPLICATION FOR PREQUALIFICATION:**

- Exhibit A - Design-Build Entities Proposal Manager
- Exhibit B - Conflict of Interest Disclosures (Original signature required)
- Questionnaire for DBE
  - Section 1: Information On DBE Primary Team Members
  - Section 2: Essential Requirements for DBE
  - Section 3: Scored Questions for Design Builder
  - Section 4: Financial Questions for the Design Builder
- Questionnaire for Architect(s)
  - Section 5: Information About the Architect of Record
  - Section 6: Scored Questions for the AOR
- Questionnaire for Engineer or Specialists
  - Section 7: Information About the Engineer or Specialists
  - Section 8: Scored Questions for the Engineer or Specialists
- Experience of DBE Team
  - Organizational Chart:
  - Personnel Resumes:
  - Project Profiles
  - Working Relationship Matrix:
  - Project References
  - Project Management Approach
- Required Form Templates
  - Certification (Original signature required)
  - Resume
  - Project Profile
  - Project Reference
- Working Relationship Matrix
- Appendix "A" Stipend Agreement (Original signature required)
- Letter from Surety
- Letter(s) from Insurance Carriers to include insurability at the levels required by County officials as defined in Appendix "C"

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

- Certificate of Authority to do Business from the State Of Florida (Information Can Be Obtained at <http://www.sunbiz.org/search.html>)
- Florida Department Of Business And Professional Regulation – License(s), Certification(s) And/Or Registration(s)

**THE FOLLOWING DOCUMENTS SHOULD BE RETURNED WITH BID**

- Sworn Statement Pursuant To Section 287.133(3)(A), Florida Statutes, On Entity Crimes
- Drug-Free Workplace Form
- Information Sheet For Transactions And Conveyances Corporate Identification
- Occupational License

**How to Submit a NO Proposal**

- If you do not wish to propose at this time, please respond to the Office of Purchasing providing your firm's name, address, a signature, and a reason for not responding in a sealed envelope. This will ensure your company's active status in our vendor's list.

*This form is only for your convenience to assist in filling out your proposal. Do not return with your proposal.*

**Overview of the Process:**

Escambia County will be utilizing a two-stage process to procure design-build services for their new Jail facility. The first step will be to prequalify Design-Build Entities, via a Request for Qualifications. The second step will be the issuance of a Request for Proposals to the short listed DBE's. The RFQ will request specific information on each entity, which the County will then score and rank to identify the top three DBE firms. These top three firms will be invited to submit a more detailed response, based on the project design criteria, schedule, and site requirements as outlined in the RFP. A Cost Proposal will be part of the RFP requirements.

**Any firm unable to respond in the affirmative to Section XVII. QUESTIONNAIRE FOR DBE, Section 2: Essential requirements for DBE will not be considered a responsible firm and thus not considered for this solicitation.**

**TABLE OF CONTENTS**

	Page
I. General Prequalification Process and Requirements .....	1
A. General Information	
B. Procurement Method	
C. Definitions	
II. Selection Process .....	3
III. Application for Pre-Qualification / Proposal Manager .....	3
A. Exhibit A: Application for Prequalification of Design-Build Entities	
B. Exhibit B: Conflict of Interest Disclosure	
IV. Mandatory RFQ Briefing Conference .....	7
V. Questions Procedure .....	7
VI. Communication with The County .....	7
VII. Selection Committee .....	8
VIII. Contact and Submittal Information: .....	9
IX. Summary Schedule .....	10
X. Project Description .....	10
XI. DBE Responsibility Overview .....	12
XII. County Consultants .....	12
XIII. FEMA and State Funding .....	12
XIV. Sustainability Requirements .....	13
XV. Solicitation Stage 1 - SOQ submittal requirements.....	13
XVI. Solicitation Stage 1 - Submission Criteria Instructions .....	14
XVII. Questionnaire for DBE .....	15
XVIII. Section 1: Information On DBE Primary Team Members	
Section 2: Essential Minimum Requirements for DBE	
Section 3: Scored Questions for Design Builder	
Section 4: Financial Questions for the Design Builder	
XIX. Questionnaire for Architect .....	31
XX. Section 5: Information About the Architect	
Section 6: Scored Questions for the Architect	
XXI. Questionnaire for Engineer or Specialists .....	38
Section 7: Information About the Engineer or Specialists	
Section 8: Scored Questions for the Engineer or Specialists	
XXII. Experience of DBE Team .....	44
1. Organizational Chart:	
2. Personnel Resumes:	
3. Project Profiles	
4. Working Relationship Matrix:	
5. Project References	
6. Project Management Approach	

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

XXIII. Required Form Templates .....	49
A. Certification	
B. Resume	
C. Project Profile	
D. Project Reference	
E. Working Relationship Matrix	
XXIV. Qualifications Interview .....	54
XXV. RFQ Basis for Scoring .....	55

Appendix "A" - Stipend Agreement

Appendix "B" - Insurance - Basic Coverages Required

Appendix "C" - Sworn Statement Pursuant To Section 287.133(3)(A), Florida Statutes, On Entity Crimes

Appendix "D" - Drug-Free Workplace Form

Appendix "E" - Information Sheet for Transactions and Conveyances Corporation Identification

## I. GENERAL PREQUALIFICATION PROCESS AND REQUIREMENTS

### A. GENERAL INFORMATION

- **Project:** Escambia County Jail
- **Location:** Corner of Fairfield Drive and Pace Boulevard, Pensacola Florida
- **Owner:** Escambia County

### B. PROCUREMENT METHOD

For this Project, the County is utilizing a Design-Build, Cost/Design Competition, known as “Best Value”. The proposers will be shortlisted on a qualifications basis. Escambia County will issue Technical Criteria which each shortlisted Design-Build Entity will propose a qualitative proposal and firm price. An evaluation process for qualitative assessment will be established, as well as a fixed price. Escambia County will review each proposal, than the fixed price to determine which proposal offers the best value, which is a combination of qualitative factor scores and the fixed price. The county currently estimates the project budget to be approximately \$134 million. The actual stipulated sum requirements will be defined in the RFP.

### C. DEFINITIONS

The following “terms” are used throughout this RFQ and are defined as follows:

- **“Best Value”** means the value determined by objective criteria that may include, but not be limited to, price, features, functions, life cycle costs, experience, and other criteria deemed appropriate by the County of Escambia and their management team in order to determine the award.
- **“Design-Build”** means a selection process in which both the design and construction of a project are selected from a single entity.
- **“Design-Build Project”** means a capital outlay construction project using the Design-Build project delivery method.
- **“Design Build Entity”** (DBE) means a partnership, joint venture, corporation, or other legal entity that is able to provide appropriately licensed contracting, registered architectural, and licensed engineering services as needed. (F.S. 287.055 (1) Short Title, (2) Definitions. -(h) A “design-build firm” means a partnership, corporation, or other legal entity that: 1. Is certified under s. 489.119 to engage in contracting through a certified or registered general contractor or a certified or registered building contractor as the qualifying agent; or 2. Is certified under s. 471.023 to practice or to offer to practice engineering; certified under s. 481.219 to practice or to offer to practice architecture; or certified under s. 481.319 to practice or to offer to practice landscape architecture.)

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

- **“Design-Build Package”** means the performance criteria and/or prescriptive, any concept drawings, the form of contract, and all other documents and information that serve as the basis on which proposals will be solicited from the Design-Build Entities. (F.S. 287.055 (1) Short Title, (2) Definitions. - (j) A “design criteria package” means concise, performance-oriented drawings or specifications of the public construction project. The purpose of the design criteria package is to furnish sufficient information to permit design-build firms to prepare a bid or a response to an agency’s request for proposal, or to permit an agency to enter into a negotiated design-build contract. The design criteria package must specify performance-based criteria for the public construction project, including the legal description of the site, survey information concerning the site, interior space requirements, material quality standards, schematic layouts and conceptual design criteria of the project, cost or budget estimates, design and construction schedules, site development requirements, provisions for utilities, stormwater retention and disposal, and parking requirements applicable to the project.)
- **“Design-Build Team”** means the Design-Build Entity itself and the individuals and other entities identified by the DBE as members of its team.
- **“Design Criteria Professional”** means the team of professionals who prepare and assemble the delivery requirements for the design-build project. (F.S. 287.055 (1) Short Title, (2) Definitions. - (k) A “design criteria professional” means a firm who holds a current certificate of registration under chapter 481 to practice architecture or landscape architecture or a firm who holds a current certificate as a registered engineer under chapter 471 to practice engineering and who is employed by or under contract to the agency for the providing of professional architect services, landscape architect services, or engineering services in connection with the preparation of the design criteria package.)
- **“Request for Qualifications”** means a document that will be issued by Escambia County, prior to a Request for Proposals. The document will contain information in a level of detail for potential Design Build Entities to determine if they will make a submittal. The submittal will be used to shortlist proposed teams as the first step in a two stage process.
- **“Request for Proposals”** means the documents presented to the Design Build Entities and contains detailed information of the project scope, evaluation factors and price.
- **“Statement of Qualifications”** means the information submitted by the Design Build Entity in response to the RFQ. This information will be used to determine the short list.
- **“Application for Prequalification”** is a statement from the proposed DBE of their intent to submit qualifications for the proposed project during the Stage 1

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

process for selection. The application requires declaration of the primary point of contact by the DBE and a conflict of interest disclosure.

- “Evaluation Criteria” means the identified factors, in relation to importance, that will be used to determine a Technical score for each proposer in the Stage 2 process.
- “Performance Based Requirements” means information to convey the Escambia County’s requirements and are expressed in terms of the minimum desired outcome or a performance standard.
- “Prescriptive Requirements” means more specific information that is provided to the DBE teams in order to convey specific, detailed requirements and expectations of the county’s needs for the project. “Short list” means the identification of up to three most highly qualified teams that will be invited to participate in the Stage 2 process. Selection is based on the criteria identified in the RFQ.
- “Short list” means the identification of up to three most highly qualified teams that will be invited to participate in the Stage 2 process. Selection is based on the criteria identified in the RFQ.

### II. **SELECTION PROCESS:**

**Stage 1: Request for Qualifications (RFQ).** Interested Design-Build Entities will submit a Statement of Qualifications (SOQ) for the DBE’s Primary Team. All Design Build Teams that meet the minimum qualification requirements will participate in a formal interview before the county board. These DBE teams will be evaluated to shortlist only the top three (3) Design-Build Entities who will be eligible to participate in the Stage 2 Request for Proposal.

**Stage 2** The **Request for Proposal (RFP)** process is the Technical Proposal Step of the selection process. ***Only to the three Design-Build Entities that were top-ranked in Stage 1*** will be allowed to participate in Stage 2, and will receive the RFP. The RFP will be a detailed description of the County’s expectations for the Project, including the Project’s design and performance criteria, weighted scoring, administrative details, site plan, known site conditions and other pertinent project information, as well as, the proposed Design-Build agreement.

### III. **APPLICATION FOR PRE-QUALIFICATION / PROPOSAL MANAGER**

**Proposal Manager / Application for Prequalification:** Each DBE shall designate one (1) individual as its Proposal Manager who will be responsible for all communications with the County during the RFQ and RFP process. Upon



**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

receipt of the Application for Prequalification, the DBE shall complete the Design-Builder's Proposal Manager Information (Exhibit A attached hereto).

**Conflict of Interest Disclosure:** Each member of the DBE primary team shall complete the Conflict of Interest Disclosure (Exhibit B attached hereto) submit with the Application for Prequalification to the contact and submittal information address listed on the form.

The Design-Builder's Proposal Manager shall be the single point of contact for questions, inquiries, clarifications, and correspondence during the entire RFQ and RFP process. Any substitution of DBE Proposal Manager during the RFQ and RFP processes shall be made in writing to Escambia County.

**EXHIBIT A**

**Design-Build Services for the New Escambia County Correctional Facility  
PENSACOLA, FLORIDA**

**APPLICATION FOR PREQUALIFICATION OF DESIGN-BUILD ENTITIES DBE'S PROPOSAL  
MANAGER**

**Name of DBE:** \_\_\_\_\_

**DBE's Proposal Manager:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Firm/Company:** \_\_\_\_\_

**Address** \_\_\_\_\_

**Telephone No.:** \_\_\_\_\_ **Fax No.** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

*Note: Any substitution of DBE's Proposal Manager during the RFQ and RFP process shall be made in writing to and approved by the County and shall subject the DB Entity to re-evaluation. Submit a written request for substitution to Escambia County Purchasing as indicated above.*

**EXHIBIT B**

**ESCAMBIA COUNTY JAIL**

PENSACOLA, FLORIDA

**CONFLICT OF INTEREST DISCLOSURE**

Each member of the DBE Primary Team, as defined within this document, must complete a separate disclosure.

Has the DBE Primary Team member within the last 3 years had a contractual relationship with Design Criteria Professional firm, any member of the Selection Committee, or any County Commissioner serving a current office term?

Yes  No

If "yes," provide the following details for each occurrence.

- Name and location of project
- Services provided under contract
- If contract was as a prime or a consultant
- Start and finish dates of contract

The existence of a prior relationship does NOT automatically disqualify a DBE team or member of the DBE team. The determination of whether a conflict exists or not will be determined by the County and the DBE Proposal Manager will be contacted regarding a determination.

**Primary DBE Team Member Name:**

\_\_\_\_\_

**Signature:**

\_\_\_\_\_

Firm/Company: \_\_\_\_\_

Address \_\_\_\_\_

Telephone No.: \_\_\_\_\_ Fax No. \_\_\_\_\_

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

IV. **MANDATORY RFQ PRE-QUALIFICATION CONFERENCE**

**A MANDATORY Pre-Qualification Conference is will be held 10:00am CST, Monday, November 21, 2016, in Room 11.407, 212 South Palafox Place, 2<sup>nd</sup> Floor, Matt Langley Bell III Building, Pensacola, FL. Proposals received from any firm(s) not attending a mandatory pre-solicitation conference will be returned unopened.**

The conference is intended to review the RFQ process and submittal requirements, and prequalification evaluation criteria. All DBE **Proposal Managers are required to attend** the mandatory Pre-Qualification Conference.

V. **QUESTIONS PROCEDURE**

After the Mandatory Pre-Qualification Conference, questions **shall** be directed to Paul R. Nobles CPPO, CPPB, FCN, FCCM, Senior Purchasing Coordinator. Phone: (850) 595-4918; e-mail: [prnobles@myescambia.com](mailto:prnobles@myescambia.com), Email: 850-595-4805. Only written inquiries will be permitted. Questions must be submitted within the response time limitations in writing via fax or e-mail to name and address found in the Contact and Submittal Information located at the end of this section. Refer to Section IX for Summary Schedule.

Responses to written questions from Design-Build entities shall be distributed to all Design-Build Entities who **have officially submitted the Application for Prequalification, and who's designated Proposal Manager attended the MANDATORY Briefing Conference, will be provided on December, 5, 2016** in the form of an Addendum to the solicitation.

VI. **COMMUNICATION WITH THE COUNTY**

Under no circumstances are any prospective Design-Build team members or anyone receiving the Application for Prequalification, to contact, discuss with, or inquire of any County consultant, employee, elected official or member of the Selection Committee on any matter relating to this solicitation process, except as noted above. This requirement is to ensure that the same information is received by all interested parties and no inconsistent, incomplete or inaccurate information is communicated. Information obtained outside this prequalification process cannot be relied upon.

**Unauthorized contact of any individual as described above may be cause for rejection of a Statement of Qualifications or RFQ Proposal.** All inquiries concerning this RFP should be directed to the following contact person. **No telephone inquiries will be answered.**

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

**NOTE:** The following policy will apply to all methods of source selection:

### **Conduct of Participants**

After the issuance of any solicitation, all bidders/proposers/protestors or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County officials, their agents or employees or any member of the relevant selection committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the purchasing manager.

### **Definitions**

**Blackout period** means the period between the time the bids/proposals for invitations for bid or the request for proposal, or qualifications, or information, or requests for letters of interest, or the invitation to negotiate, as applicable, are received at the Escambia County Office of Purchasing and the time the Board awards the contract and any resulting bid protest is resolved or the solicitation is otherwise canceled.

**Lobbying** means the attempt to influence the thinking of elected County officials, their agents or employees or any member of the relevant Selection Committee for or against a specific cause related to a pending solicitation for goods or services, in person, by mail, by facsimile, by telephone, by electronic mail, or by any other means of communication.

### **Sanctions**

The Board may impose any one or more of the following sanctions on a nonemployee for violations of the policy set forth herein:

- (a) Rejection/disqualification of submittal
- (b) Termination of contracts; or
- (c) Suspension or debarment as provided in Sec. 46-102 of the Escambia County Code of Ordinances.

This policy is not intended to alter the procedure for Protested Solicitations and Awards as set forth in the Sec. 46-101 of the Escambia County Code of Ordinances.

## VII. **SELECTION COMMITTEE**

The following County employees and individuals comprise the selection committee:

Chip Simmons	Escambia County Administration
David Wheeler	Escambia County Facilities
Joy Blackmon	Escambia County Public Works
Selina Barnes	Escambia County Corrections
Jason Walker	Escambia County Corrections
Chips Kirschenfeld	Escambia County Natural Resources Management

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

Derek Whidden	Escambia County Sheriff's Office
Robin Wright	1 <sup>st</sup> Circuit Court Administrator
Tony McCray	Escambia County Citizen
Dr. Laura Edler	Escambia County Citizen

VIII. **CONTACT AND SUBMITTAL INFORMATION:**

All Information requests and project submissions must be directed to the following:

Escambia County Purchasing Department  
Contact: Paul R. Nobles, CPPO CPPB, Senior Purchasing Coordinator  
Email: [pnobles@myescambia.com](mailto:pnobles@myescambia.com)

Address:  
213 Palafox Place 2nd Floor, Matt Langley Bell III Building  
Pensacola, FL 32502-5822

Phone: 850-595-4980  
Fax: 850-595-4805

All information provided in the responses shall be held in confidence and shall not be shared or discussed with any proposer until after final award of a contact. All materials submitted in regards to the requested responses shall become the property of Escambia County.

**Note:** Per Florida Statute 119.071, General exemptions from inspection or copying of public records 2. Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

**IX. SUMMARY SCHEDULE**

<b>Stage: RFQ Process</b>	<b>Due Date</b>	<b>Due Time</b>
Mailing Date of Request for Proposals	Nov. 7, 2016	
Submit Application for Prequalification naming Proposal Manager and Conflict of Interest Disclosure	Nov. 14, 2016	4:00pm CST
Mandatory RFQ Briefing Conference	Nov. 21, 2016	10:00am CST
Written questions received no later than	Nov. 28, 2016	5:00pm CST
Distribute Clarification Document	Dec. 5, 2016	5:00pm CST
Submit Stage 1 SOQ	Dec. 19, 2016	2:00pm CST
Notification for interview of Qualified Design-Build Entities	Jan. 9, 2017	5:00pm CST
Interview for Qualified Design-Build Entities	Jan.23-25, 2017	
Notification of shortlist for Stage 2 (3 firms maximum)	Feb. 20, 2017	4:00pm CST
Issue Stage 2 (RFP) documents to shortlisted DBE	Mar. 20, 2017	4:00pm CST
Evaluate RFP responses	July 10 - Aug. 7, 2017	
Interview DBE (BOCC presentation)	TBD	TBD
BOCC selection	TBD	TBD

**X. PROJECT DESCRIPTION**

Construction Phase 1 of the project consists of planning, design, and construction of a new jail of approximately 720 rated beds and complete support functions designed for future phases of construction as inmate beds are added. Phase 2 of construction (not part of the DBE scope) is anticipated to provide another 700-800 beds. The overall area of new construction is anticipated to be approx. **304,000 GSF**.

The Construction Phase 1 support functions include the following components:

1. Site Development
2. Entry Area
3. Facility Administration
4. Staff Services & Training
5. Admissions/Classification/Release (ACR)
6. Custody Administration
7. Central Control

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

8. Inmate Services & Programs
9. Visitation
10. Housing Units and Unit Management
11. Medical Health Services
12. Mental Health Services
13. Commissary
14. Food Service
15. Laundry
16. Building Support
17. Corridor Connection to existing jail

The project site (formally known as the McDonald property) is located on the Southeast corner of Fairfield Drive and Pace Blvd in Pensacola, Florida. The site is comprised of approximately 14 acres of commercial property and vacant land. The project site is adjacent to the existing county jail and a physical corridor connection is required as part of the DBE scope. The county has purchased the property and will demolish all above ground and below ground structures in the vicinity of the designated project site, prior to the contract NTP for the DBE. It is the intention of the county to designate a portion of the site as future commercial property, but those identified areas will be available for the DBE to utilize as contractor material storage, mobilization, trailer complex, and worker parking during the project construction phases.

The County has performed a Phase 1 & 2 environmental analysis, preliminary geotechnical borings, and a topographic survey of the property. This information will be provided as part of the RFP information given to the shortlisted DBEs who are participating in the stage 2 the selection process. It is anticipated that the project site and surrounding county property on the McDonald site will be rezoned prior to contract NTP for the DBE.

It is anticipated that the jail will be a multistory configuration due to the compact nature of the proposed site. The work anticipated in the existing jail is limited to a physical corridor connection and security electronic controls, communications, and fire alarm work related to the consolidation of the new Master Control and the existing Master Control



**XI. DBE RESPONSIBILITY OVERVIEW**

The Design Builder will be responsible for all planning, design and Agency approvals, permits, construction, start-up and testing, commissioning coordination, equipment selection/coordination/installation (contractor furnished, contractor installed), equipment coordination/handling/installation (owner furnished, contractor installed), equipment coordination (owner furnished, owner installed) and activation coordination for the Project. The DBE will be responsible for additional geotechnical investigation, construction surveying, environmental/hazmat, connections to existing utility, storm-water design/permitting, and subsurface conditions investigations needed for overall site engineering and development. The Design Builder will also be responsible for final specification of all fixed equipment and furnishings to the satisfaction of the County, and coordinating final specification of Owner Furnished/Contractor Installed equipment and furnishings. The DBE will coordinate with the County and County's consultants in providing for and coordinating installation of Owner Furnished Owner Installed equipment and furnishings.

**XII. COUNTY CONSULTANTS**

The County has retained the services of a Design Criteria Professional (DLR Group) to assist the County in the preparation of the RFQ and RFP process and to continue with the administrative oversight of the Project during construction. The Design-Builder will be expected to work collaboratively with the County's Design Criteria Professional.

Consultant firms and/or individuals who are, or have been involved in the preparation of this RFQ and the RFP for the Project, or, who are members of the Design Criteria Professional team will not be allowed to participate on any Design-Build team in any capacity on this Project.

The County may also retain additional consultants to assist with the Projects as it deems necessary. The services performed by any County contracted consultants will not alleviate the DBE's responsibility to provide code-compliant designs and construction nor will they alleviate the DBE's responsibility to provide complete start-up and commissioning of all facility systems and elements.

**XIII. FEMA AND STATE FUNDING**

A portion of the overall funding for the project will be provided by both FEMA and the State of Florida. As a provision of this funding, certain provisions will need to be met in order for the County to document compliance. Among these requirements will be requirements for the DBE to develop an outreach program with Small and Minority Business, Women's Business Enterprises, and Labor Surplus Area Firms. In addition, the DBE will be required to comply with the Davis-Bacon Act, the Copeland "Anti-Kickback" Act, Contract Work House and Safety Standards, Clean Air Act, and Federal Water Pollution Control Act and other contract provisions.

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

To understand the FEMA requirements fully, the DBE should review the provisions of 44 C.F.R. § 13.36, which is the source of these requirements as they apply to State, Local and Tribal governments. In addition, the DBE may review *FEMA's Field Manual, Public Assistance Grantee and Subgrantee Procurement Requirements*, which is available on the internet by searching for "FEMA Procurement Field Manual."

### XIV. **SUSTAINABILITY REQUIREMENTS**

Per Florida Statute 255.252, the project will be required to "*be designed and constructed to comply with a sustainable building rating or a national model green building code*". Per this provision, the project will be required to comply with a multi-attribute sustainable rating system. The County will require the DBE to utilize either the USGBC LEED (ver. 4) rating system or the GBI Green Globes rating system for the project. The project must achieve LEED Silver or two Green Globes as a minimum.

The DBE will be required to state in the Stage 1 submittal process which system it intends to utilize for the project and how the team plans to achieve the required minimum rating. This information should be included in the "Project Management Approach" as indicated in Section XIX.

### XV. **STAGE 1 - RFQ SUBMITTAL REQUIREMENTS**

Stage 1 Statements of Qualification shall be submitted in accordance with the following requirements.

The submittal shall use no less than 11 pt. font (Arial) and shall be 8-1/2" x 11" page size, portrait orientation, double-sided, and shall contain the following:

1. Title Page
2. Cover Letter (one page)
3. Table of Contents
4. Part A: Questionnaire
  - a. Completed Sections I through III and requested supporting materials
  - b. Certification
  - c. Completed Section IV and Financial Package (1 Original in separate sealed envelope)
5. Part B: Experience:
  - a. Narrative and Organization Chart (limited to 4 pages)
  - b. Personnel Resumes (limited to 2 pages each per resume)
  - c. Project Profiles (limited to 2 pages each per project)
  - d. Project Profile Team Matrix
  - e. Project References
  - f. Project Management Approach Plan (limited to 8 pages)
6. Appendix:
  - a. Letter from Surety

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

- b. Letter(s) from Insurance Carriers to include insurability at the levels required by County officials as defined in Appendix “C”

**Submittal Quantity:**

The DBE shall provide as follows:

- Two (2) hard copies (with original signatures as required) of their RFQ response, one marked Non-Disclosure/Financial Documents and one marked Public Record/No Financial Documents Enclosed
- Two (2) electronic file copies of the RFQ response in PDF-format (signatures not required, one searchable file, with each exhibit, questionnaire section, experience section, required templates and appendices bookmarked), one marked Non-Disclosure/Financial Documents and one marked Public Record/No Financial Documents Enclosed on a thumb drive in a single box/package/container.

All offers to be considered shall be in the possession of the Office of Purchasing prior to the time of the solicitation closing. Offers may be mailed to 213 Palafox Place, Room 11.101, Pensacola, Florida 32502 or delivered to the Office of Purchasing, 2nd floor, Room 11.101, Matt Langley Bell, III Bldg., 213 Palafox Place, Pensacola, Florida 32502, in a sealed envelope clearly marked:

**Specification Number PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility – Stage 1 SOQ, Name of Submitting Firm, Time and Date due.**

**Note: If you are using a courier service; Federal Express, Airborne, UPS, etc., you must mark airbill and envelope or box with Specification Number and Project Name.**

Regardless of the method of delivery, each offeror shall be responsible for his offer(s) being delivered on time as the County assumes no responsibility for same. Offers offered or received after the time set for solicitation closing will be rejected and returned unopened to the offeror(s).

XVI. **STAGE 1, SUBMISSION CRITERIA INSTRUCTIONS**

**GENERAL**

The General Contractor (if separate Entity from Design-Builder), the Architect of Record, and Design Architect (if separate or not) will not be allowed to participate in any capacity as a member of more than one Design-Build team. There are no such participatory restrictions on engineer or specialists team members.

Design-Build team members listed in the RFQ must be listed by the DBE in the RFP. Design-Build Entities must submit requests to substitute team members for good cause to the County in writing for approval. Design-Build team member substitution requests will cause the County to re-evaluate a DBE’s RFQ and may

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

cause the County to rescind a DBE's invitation to participate in the RFP process and offer an invitation to participate in the RFP process to another DBE.

The County reserves the right to invite no more than the three (3) highest scoring Design-Build Entities, based on the scoring of the RFQ response and oral interviews as outlined in the document.

### XVII. QUESTIONNAIRE FOR DBE

#### **INSTRUCTIONS:**

**Design-Build Primary Team:** Each responding DBE must submit qualifications for the DBE, a General Contractor properly licensed in Florida, as well as, the Architect, properly registered / licensed in Florida. The DBE's Architect shall be required to complete the design and serve as the Architect of Record for the Project. If the DBE intends to have a separate Associate Architect in addition to the Architect of Record, the DBE must also submit qualifications for the Associate Architect.

DBE's must complete and submit qualifications regarding their Primary Team as described in attached PART A Questionnaire consisting of 4 Sections:

- **Section 1: Information on DBE Primary Team Members**
  - Not scored
- **Section 2: Essential requirements for DBE**
  - Pass/Fail
- **Section 3: Questions for DBE Primary Team Members**
  - Scored
- **Section 4: Financial Questions for the Design Builder**
  - Scored

If the information requested for the DBE, General Contractor, Architect of Record, and Associate Architect (if not AOR) is not provided in accordance with the requirements of Part A Sections I and II, then the DBE will be deemed non-responsive and shall not be considered for pre-qualification.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

**SECTION 1. INFORMATION ABOUT DBE MEMBERS**

Contact Information

Design-Builder Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

General Contractor Member Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Principal Architect/Engineer Member Name: \_\_\_\_\_  
 Address: \_\_\_\_\_

Design-Builder Contact Person: \_\_\_\_\_  
 Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

DBE Member(s) (List all legal entities being pre-qualified)		
Discipline (i.e. general contractor, architect, engineer, electrical contractor, etc.)	Firm Name	Legal Entity (i.e. corporation, partnership, sole proprietor)

For all partnerships or other associations listed above that are not legal entities including the Design Builder, please provide a copy of the agreement creating the partnership or association and specifying that all partners of association members agree to be fully liable for the performance under the design-build contract.

**SECTION 1: INFORMATION ABOUT THE DESIGN-BUILDER**

1. Name of Design-Builder: \_\_\_\_\_
2. Date of company formation or incorporation: \_\_\_\_\_
3. State of formation or incorporation: \_\_\_\_\_
4. How many persons does the Design-Builder currently employ? \_\_\_\_\_
5. Florida Department of State Division of Corporations, Document No. \_\_\_\_\_

5 (a) If the Design-Builder is a corporation, provide the following:  
 Provide information for each officer of the corporation and owners of 10% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

5 (b) If the Design-Builder is a sole proprietorship, please complete the following:

Owner	Years as Owner

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

5 (c) If the Design-Builder is a joint venture or partnership, provide the following for each member of the joint venture or each partner.

(Attach additional pages if necessary)

Name of Individual Or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

6. Has there been any change in ownership of the Design-Builder during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes  No

If “yes,” explain on a separate page.

7. Is the Design-Builder a subsidiary, parent, holding company or affiliate of another construction firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes  No

If “yes,” explain on a separate page.

8. State the Design-Builder’s gross revenues for each of the last three years:

YEAR: \_\_\_\_\_ YEAR: \_\_\_\_\_ YEAR: \_\_\_\_\_  
 \$ \_\_\_\_\_ \$ \_\_\_\_\_ \$ \_\_\_\_\_

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

9. List all Florida contractor license numbers, classifications and expiration dates currently held by the Design-Builder:

License Number	Trade Classification	Date Issued	Expiration Date

10. Has the Design-Builder changed names or license numbers in the past five years?

Yes  No

If "yes," explain on a separate page.

11. Has any owner or corporate officer of the Design-Builder operated as a contractor under any other name or license number (not listed in 9 above) in the last five years?

Yes  No

If "yes," explain on a separate page.

12. Surety Information for Design-Builder:

Bonding Co./Surety: \_\_\_\_\_

Surety Agent: \_\_\_\_\_

Agent Address: \_\_\_\_\_

Telephone No.: \_\_\_\_\_

E-mail Address: \_\_\_\_\_



**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

List all other sureties (name and full address) that have written bonds for the Design-Builder during the last five years, including periods during which each wrote the bond:

Surety	Address	Periods of Coverage

**SECTION 2 - ESSENTIAL MINIMUM REQUIREMENTS FOR THE DBE**

**Any firm unable to respond in the affirmative to section will not be considered a responsible firm and thus not considered for this solicitation.**

The term "Associates" shall mean all of the following:

- The current qualifiers for all current Contractors State License Board contracting licenses held by the contractor.
- All current officers of a contractor which is a corporation.
- All current partners of a contractor which is a partnership.
- All current joint venturers of the joint venture contractor which is seeking prequalification.

1. Does the Design-Builder possess a current Florida contractor's license for the project for which it intends to submit a proposal?

Yes    No

2. Will the Design-Builder procure a liability insurance policy with a policy limit of at least \$1,000,000 per occurrence, \$3,000,000 aggregate and \$5,000,000 in excess liability from a Florida admitted company?

Yes    No

If yes, provide the following information. (Attach a separate page if more than one policy.)

- Insurance Company Policy Number
- Policy limit per occurrence
- Aggregate policy limit

3. Does the Design-Builder have current Florida workers' compensation insurance policies?

Yes    No

Provide the following information. (Attach a separate page if more than one policy)

Insured  
Carrier  
Policy Number

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

4. Has the latest copy of an audited financial statement, with accompanying notes, been attached for the Design-Builder or each member of the Design-Builder? (An audited financial statement with accompanying notes of a parent company guarantor may be substituted. A financial statement that is not audited is not acceptable. A letter verifying availability of a line of credit is not a substitute for the required financial statement.)

Yes  No

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

5. Has a notarized statement from an admitted surety insurer (approved by the Florida Department of Insurance) and authorized to issue bonds in the State of Florida been attached, which states that the Design Builder's current bonding capacity is sufficient to provide payment and performance bonds in the amount of 100% of the contract total? (Statement must be from the surety company, not an agent or broker.)

Yes  No

6. Has any contractor license held by the Design-Builder or its associates, the General Contractor Member(s) of the Design-Builder or their associates, or any of the proposed Subcontractors or their associates, been revoked or suspended within the last five (5) years?

Yes  No

7. Within the last five years was the Design-Builder, the General Contractor Member(s) of the Design-Builder been declared ineligible to bid on a public works contract, to be awarded a public works contract, or to perform as a subcontractor on a public works contract?

Yes  No

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

8. Has any member of the DBE (contractors, architects, engineers, or others) or any member's associates, ever been convicted of a crime involving the awarding of a contract for a government project, or the bidding or performance of a government contract within the last five (5) years?

Yes  No

9. Do all Lead Architects and Engineers on the project possess current Florida professional registrations / licenses for the architectural and engineering services which they intend to provide?

Yes  No

10. Will the Design-Builder and all Principal Architect/Engineers procure a professional liability insurance policy with a policy limit of at least \$5,000,000 from a Florida admitted company that provides coverage for work on a design-build contract?

Yes  No

If yes, provide the name of the insurance company, policy number, and policy limits. Attach a separate page if more than one policy. Insurance Company  
Policy Number  
Policy limit per occurrence  
Aggregate policy limit

---

Attach letter from insurance carrier confirming limits

11. Has any professional registration held by any Principal Architect or Engineer who will provide services been revoked at any time in the last five years?

Yes  No

12. Has a surety firm completed a contract or paid for completion of a contract on behalf of any member of the DBE because they were terminated by the project owner within the last five (5) years?

Yes  No

**SECTION 3 - SCORED QUESTIONS FOR THE DESIGN-BUILDER**

The term “Associates” shall mean all of the following:

- The current qualifiers for all current Florida State License Board contracting licenses held by the Design-Builder.
- All current officers of a Design-Builder which is a corporation.
- All current partners of a Design-Builder which is a partnership.
- All current joint ventures of the joint venture Design-Builder which is seeking prequalification.

3.1 How many years has the Design-Builder been licensed in Florida?

Years: \_\_\_\_\_

**5 years or less – 0 points**

**6 years = 1 point**

**7 years = 6 points**

**8 years + = 13 points**

3.2 Is the Design-Builder or its associates currently the debtor in a bankruptcy or receivership case?

Yes       No

**Yes = 0 points**

**No = 22 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number

\_\_\_\_\_

Bankruptcy Court

\_\_\_\_\_

Date Filed

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

3.3 Has the Design-Builder or its associates within the last 10 years been in bankruptcy or receivership at any time (This question refers only to a bankruptcy action that was not described in answer to question 3.2, above)

Yes  No

**Yes = 0 points**  
**No = 22 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

3.4 In the last ten years, has the Design-Builder, its associates, or managing employees ever been assessed liquidated damages of more than a total \$50,000 on a construction contract with either a public or private owner?

Yes  No

**No Project = 22 points**  
**1-2 Projects = 9 points**  
**More than 2 Projects = 0 points**

If yes, explain on a separate page, identifying all such projects by owner, owner’s address, name of entity against whom assessment was made, the date of completion of the project, total amount of liquidated damages assessed and all other information necessary to fully explain the assessment of liquidated damages.

3.5 In the last five years, has the Design-Builder, its associates or managing employees ever been declared by an owner, or found by an arbitrator or court to be in default on a construction contract?

Yes  No

**Yes = 0 points**  
**No = 13 points**

If “yes,” explain on a separate page.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

3.6 In the last five years, has the Design-Builder, its associates or managing employees, been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**

**No = 13 points**

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

3.7 In the last five years, has the Design-Builder, its associates or managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible bidder?

Yes       No

**Yes = 0 points**

**No = 12 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

(NOTE: The following two questions refer only to disputes between Design-Builders and owners of projects. You need not include information about disputes with suppliers, other contractors, or subcontractors. You need not include information about “pass-through” disputes in which the actual dispute is between a subcontractor and a project owner.)

3.8 In the last five years, has any claim in excess of \$500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Design-Builder, its associates or managing employees concerning their work on a construction project?

Yes       No

**No instance = 13 points**

**1- 2 instances = 5 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the claim(s) by providing the project name, date of the claim, name of the claimant, the name of the entity the claim was filed against, a brief description of the nature of the claim, the court and case number, and a brief

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

description of the status of the claim (pending or, if resolved, a brief description of the resolution).

3.9 In the past five years, has the Design-Builder, its associates or managing employees made any claim in excess of \$500,000 against a project owner concerning work on a project or payment for a contract and filed that claim in court or arbitration?

Yes       No

**No instance = 13 points**

**1 - 2 instances = 5 points**

**More than 2 instances = 0 points**

If “yes,” on a separate page identify the claim by providing the name of claimant, the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

3.10 Has any insurance carrier, for any form of insurance, refused to renew the insurance policy for the Design-Builder or its associates due to non-payment or contractor losses?

Yes       No

**Yes = 0 points**

**No = 12 points**

If “yes,” on a separate page give name of the insured, name the insurance carrier, the form of insurance, and the year of the refusal.

3.11 Has the Design-Builder, its associates or managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public entity?

Yes       No

**Yes = 0 points**

**No = 22 points**

If “yes,” explain on a separate page, including identifying who was found liable or guilty, the court and case number, the name of the public entity, the civil or criminal verdict, the date and the basis for the finding.



**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

3.12 Has the Design-Builder, its associates, or managing employees ever been convicted of a crime fraud, theft, or dishonesty, involving any federal, state, or local law related to construction?

Yes       No

**Yes = 0 points**  
**No = 13 points**

If “yes,” explain on a separate page, including identifying who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

3.13 In the last five years, has OSHA cited and assessed penalties against the Design-Builder, its associates or managing employee for any “serious,” “willful” or “repeat” violations of its safety or health regulations?

(NOTE: If you have filed an appeal of a citation, and the Occupational Safety and Health Appeals Board has not yet ruled on your appeal, you need not include information about it.)

Yes       No

**No instance = 12 points**  
**1- 2 instances = 5 points**  
**More than 2 instances = 0 points**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any OSHA decision.

3.14 Has the Environmental Protection Agency or any Florida Water Management District cited and assessed penalties against either the Design-Builder, its associates, managing employees or the owner of a project during the time in which the preceding parties were performing on a contract?

(NOTE: If an appeal of the citation has been filed and there is no ruling yet, or if there is a court appeal pending, you need not include information about the citation.)

Yes       No

**No instance = 13 points**  
**1- 2 instances = 5 points**  
**More than 2 instances = 0 points**

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

If “yes,” on separate page describe the citations, the party against whom the citation was made, date of citation, nature of the violation, project on which the citation was issued, owner of project, and the amount of penalty paid, if any. State the case number and date of any decision.

3.15 Has there been within the last 10 years a period when the Design-Builder or its associates had employees but was without workers’ compensation insurance or state-approved self-insurance?

Yes       No

**0 instances – 13 points**

**Greater than 0 instances – 0 points**

If “yes,” please explain the reason for the absence of workers’ compensation insurance on a separate page. If “No,” please provide a statement by your current workers’ compensation insurance carrier that verifies periods of workers’ compensation insurance coverage for the Design-Builder

3.16 Has there been any occasion within the last 10 years in which the Design-Builder or its associates were required to pay either back wages or penalties for failure to comply with the state’s prevailing wage laws?

Yes       No

**Yes – 0 Points**

**No – 13 Points**

If “yes,” attach a separate page, describing the violator, nature of each violation, name of the project, date of its completion, the public agency for which it was constructed, the number of employees who were initially underpaid and the amount of back wages and penalties that were assessed.

**SECTION 4 - FINANCIAL QUESTIONS FOR THE DESIGN BUILDER**

Please fill in the following blanks based on the Design Builder’s latest audited financial statement. If Design Builder is Joint Venture, Partnership, etc., combine assets and liabilities.

Current Assets :	\$ _____
Current Liabilities :	\$ _____
Total Net Worth:	\$ _____
Current Ratio (Assets/Liabilities) :	_____
Working Capital (Current Assets – Current Liabilities):	\$ _____

(Most recent audited financial statements of the DBE are required, If Joint Venture, Partnership, etc., financial information shall be combined).

NET WORTH – Last audited financial  
Less than \$50 mil = 0 points  
\$50 mil to \$99 mil = 10 points  
\$100 mil to \$124 mil = 20 points  
Greater than \$125 mil = 30 points

CURRENT RATIO – Last audited financial  
Less than 1.0 = 0 points  
1 to 1.15 = 10 points  
Over 1.15 = 20 points

WORKING CAPITAL – Last audited financial  
Less than \$25 mil = 0 points  
\$25 mil to \$74 mil = 10 points  
\$75 mil to \$125 mil = 20 points  
Greater than \$125 mil = 30 points

The information requested in this section is not subject to Public release and should be submitted in a separate sealed envelope.

Note: Per Florida Statute 119.071, General exemptions from inspection or copying of public records, (1) AGENCY ADMINISTRATION.—, (c) Any financial statement that an agency requires a prospective bidder to submit in order to prequalify for bidding or for responding to a proposal for a road or any other public works project is exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution.

**XIX. QUESTIONNAIRE FOR THE ARCHITECT**

**SECTION 5: INFORMATION ABOUT THE ARCHITECT (s)**

The Architect of Record is the Architect who will have primary responsibility for design work under the contract. The Associate Architect is any other architectural entity associated with the project who will provide services but is not the AOR. Attach copies if more than one Architect is a member of the team.

1. Provide the following information:

Name: \_\_\_\_\_

Florida Registration / License Number/Expiration date: \_\_\_\_\_

Years in Practice: \_\_\_\_\_

2. If the firm of the Architect of Record is different from that of the Design-Builder, please answer the following:

2(a) Date of company formation or incorporation: \_\_\_\_\_

2(b) State of formation or incorporation: \_\_\_\_\_

2(c) How many persons does the Architect's firm currently employ?: \_\_\_\_\_

- 2(d) If the Architect's firm is a corporation, provide the following information for each officer of the corporation and individuals who own 10% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

2(e) If the Architect is a sole proprietorship, complete the following:

Owner	Years as Owner

2(f) If the Architect's firm is a joint venture or partnership, provide the following information for each member of the joint venture or each partner.

Name of Individual or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

2(g) Has there been any change in ownership of the Architect's firm during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes     No

If "yes," explain on a separate page.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

2(h) Is the Architect's firm a subsidiary, parent, holding company or affiliate of another firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page.

2(i) Has any corporate officer or owner of the Architect's firm worked for any other engineering firms in the past five years?

(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If "yes," explain on a separate page

2(j) Has the Architect's firm changed names in the past five years?

Yes       No

If "yes," explain on a separate page including reason for change.

**SECTION 6 - SCORED QUESTIONS FOR THE ARCHITECT**

The Architect of Record is the Architect who will have primary responsibility for design work under the contract. Attach copies if more than one Architect of Record.

The Associate Architect is the Architect who will have design responsibility in addition to the Architect of Record.

“Firm” shall mean the firm that employs the Architect of Record OR Design Architect

Name of Principal Architect: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

6.1 How many years has the Architect been licensed and practicing in Florida?

Years: \_\_\_\_\_

**5 years or less = 0 points**

**6 years = 3 points**

**7 years = 5 points**

**8 years + = 10 points**

6.2 Is the firm currently the debtor in a bankruptcy or receivership case?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number

\_\_\_\_\_

Bankruptcy Court

\_\_\_\_\_

Date Filed

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

6.3 Was the firm in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question C-2, above)

Yes  No

**Yes = 0 points**

**No = 10 points**

If "yes," indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number

\_\_\_\_\_

Bankruptcy Court

\_\_\_\_\_

Date Filed

6.4 In the past five years has any claim in excess of \$500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Architect of Record or the firm concerning its engineering work on a project?

Yes  No

**0 to 2 instances = 5 points**

**3 instances = 3 points**

**More than 3 instances = 0 points**

If "yes," identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

6.5 Has the Architect of Record or the firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes  No

**Yes = 0 points**

**No = 10 points**

If "yes," explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.



**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

6.6 Has the Architect of Record the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive proposer.

Yes       No

**0 instances = 5 points**

**1-2 instances = 3 points**

**More than 3 instances = 0 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

6.7 In the past five years has the Architect of Record or the firm made any claim in excess of \$500,000 against a project owner concerning architectural work on a project and filed that claim in court or arbitration?

Yes       No

**0 instances = 5 points**

**1 – 3 instances = 3 points**

**More than 3 instances = 0 points**

If “yes,” on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

6.8 Has the Architect or the firm or its managing employees ever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public agency or entity?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” on a separate page identify who was found liable or convicted, the name of the public agency, the court and case number, the date of the investigation and the grounds for the finding.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

6.9 Has the Architect or the firm ever been convicted of a local, state, or federal crime related to fraud, theft, or any other act of dishonesty?

Yes       No

**Yes = 0 points**

**No = 20 points**

If “yes,” on a separate page identify who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

6.10 Has the Florida Department of Professional Regulation taken any disciplinary action against the Architect of Record?

Yes       No

**Yes = 0 points**

**No = 10 points**

If yes, please explain on a separate page.

**XXI. QUESTIONNAIRE FOR ENGINEER OR SPECIALISTS**  
**SECTION 7 - INFORMATION ABOUT THE ENGINEER(S) or SPECIALISTS**

1. Provide the following information:

Name: \_\_\_\_\_

Florida License Number/Expiration Date: \_\_\_\_\_

Engineering Discipline: \_\_\_\_\_

Years in Practice: \_\_\_\_\_

2. If the firm of the Engineer is different from that of the Design-Builder, please answer the following:

2(a) Date of company formation or incorporation: \_\_\_\_\_

2(b) State of formation or incorporation: \_\_\_\_\_

2(c) How many persons does the Engineer's firm currently employ?: \_\_\_\_\_

2(d) If the Engineer's firm is a corporation, provide the following information for each officer of the corporation and individuals who own 10% or more of the corporate stock.

Position	Name	Years with Co.	% Ownership
CEO			
President			
Secretary			
Treasurer			

2(e) If the Engineer's firm is a sole proprietorship, complete the following:

Owner	Years as Owner

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

2(f) If the Engineer’s firm is a joint venture or partnership, provide the following information for each member of the joint venture or each partner.

Name of Individual or Entity	Principal Contact	Position	Years with Joint Venture/ Partnership	% Ownership Interest

2(g) Has there been any change in ownership of the Engineer’s firm during the last three years?

(NOTE: A corporation whose shares are publicly traded is not required to answer this question with regard to public trades.)

Yes       No

If “yes,” explain on a separate page.

2(h) Is the Engineer’s firm a subsidiary, parent, holding company or affiliate of another firm?

(NOTE: Include information about other firms if one firm owns 50 percent or more of another, or if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If “yes,” explain on a separate page.

2(i) Has any corporate officer or owner of the Engineer’s firm worked for any other engineering firms in the past five years?

(NOTE: Include information about other firms if an owner, partner, or officer of your firm holds a similar position in another firm.)

Yes       No

If “yes,” explain on a separate page.

2(j) Has the Structural Engineer’s firm changed names in the past five years?

Yes       No

If “yes,” explain on a separate page including reason for change.

**SECTION 8 - SCORED QUESTIONS FOR THE ENGINEER**

“Firm” shall mean the firm that employs the Engineer.

The nature of the project will dictate the discipline(s) of the Engineer(s).

Name of Engineer: \_\_\_\_\_

Name of Firm: \_\_\_\_\_

8.1 How many years has the Engineer been licensed and practicing in Florida?

Years: \_\_\_\_\_

**5 years or less = 0 points**

**6 years = 3 points**

**7 years = 5 points**

**8 years + = 10 points**

8.2 Is the firm currently the debtor in a bankruptcy or receivership case?

Yes       No

**Yes = 0 points**

**No = 10 points**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

\_\_\_\_\_

Case Number

\_\_\_\_\_

Bankruptcy Court

\_\_\_\_\_

Date Filed

8.3 Was firm in bankruptcy or receivership at any time? (This question refers only to a bankruptcy action that was not described in answer to question C-2, above)

Yes       No

**Yes = 0 points**

**No = 10 points**

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

If “yes,” indicate the case number, bankruptcy court, and the date on which the petition was filed.

_____	_____	_____
Case Number	Bankruptcy Court	Date Filed

8.4 In the past five years has any claim in excess of \$500,000 been filed in court, arbitration, or other dispute resolution proceeding against the Engineer or the firm concerning its engineering work on a project?

Yes       No

**0 to 2 instances = 5 points**  
**3 instances = 3 points**  
**More than 3 instances = 0 points**

If “yes,” identify the claim(s) by providing the project name, date of the claim, name of the claimant, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending or, if resolved, a brief description of the resolution).

8.5 Has the Engineer or the firm been debarred, disqualified, removed or otherwise prevented from bidding on, or completing, any government agency or public works project for any reason?

Yes       No

**Yes = 0 points**  
**No = 10 points**

If “yes,” explain on a separate page. State the name of the organization debarred, the year of the event, the owner of the project, and the basis for the action.

8.6 Has the Engineer or the firm or its managing employees ever been denied an award of a public works contract based on a finding by a public agency that they were not a responsible or responsive bidder?

Yes       No

**0 instances = 5 points**  
**1 – 2 instances = 3 points**  
**More than 3 instances = 0 points**

If “yes,” on a separate page identify the year of the event, the entity denied the award, the owner, the project, and the basis for the finding by the public agency.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

8.7 In the past five years has the Engineer or the firm made any claim in excess of \$500,000 against a project owner concerning engineering work on a project and filed that claim in court or arbitration?

Yes  No

**0 instances = 5 points**

**1 – 3 instances = 3 points**

**More than 3 instances = 0 points**

If “yes,” on separate page identify the claim by providing the project name, date of the claim, name of the entity (or entities) against whom the claim was filed, a brief description of the nature of the claim, the court and case number, and a brief description of the status of the claim (pending, or if resolved, a brief description of the resolution).

8.8 Has the Engineer, its associates or managing employee sever been found liable in a civil suit or found guilty in a criminal action for, or legally admitted for the purpose of a criminal plea to making any false claim or material misrepresentation to any public agency or entity?

Yes  No

**Yes = 0 points**

**No = 10 points**

If “yes,” on a separate page identify who was found liable or convicted, the name of the public agency, the court and case number, the date of the investigation and the grounds for the finding.

8.9 Has the Engineer or the firm ever been convicted of a crime involving any federal, state, or local law related to construction, fraud, theft, or any other act of dishonesty?

Yes  No

**Yes = 0 points**

**No = 10 points**

If “yes,” on a separate page identify who was convicted, the name of the victim, the date of the conviction, the court and case number, the crimes, and the grounds for the conviction.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

8.10 Has the Florida Department of Professional Regulation taken any disciplinary action against the Engineer?

Yes     No

**Yes = 0 points**

**No = 10 points**

If yes, please explain on a separate page.



## XXII. EXPERIENCE OF THE DBE TEAM

### EXPERIENCE INSTRUCTIONS

The DBE shall submit evidence that establishes the DBE and the Design-Build primary team members have completed, or demonstrate the capability to complete projects of similar size, scope, schedule and complexity, and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project.

The DBE and its primary team members' experience will be evaluated for the relative merit of written data and responses to the following sections:

1. Narrative and Organization Chart:

The information requested in this section is intended to provide the Selection Committee an understanding of the DBE's staffing rationale and how they propose to organize their staff to successfully execute the project.

The DBE shall describe why this particular team has been assembled for this particular Project. List proposed key DBE personnel that would be assigned to, or be responsible for, work on this Project and indicate their role/responsibilities. Include an organization chart for design and construction operations primary team members as identified in Item 2 Personnel Resumes below. The Narrative, List of Key Personnel and Organization Chart shall be limited to four (4) pages.

2. Personnel Resumes:

The information requested in this section is intended to allow the Selection Committee to evaluate the experience and skills of the Key Personnel on the DBE's team and assess their ability to successfully execute the design and construction of the Project. Certain key personnel resumes will have a higher scoring weight than others as noted in the required resume listing below.

Submit resumes of key personnel who will be assigned to this Project and who will contribute a significant effort to its design and construction. Clearly identify experience demonstrated by projects of similar size, scope, schedule and complexity to the Project including experience in correctional projects, medical/mental health treatment facilities, other complex building types and experience on design-build projects. Indicate participation on projects with strong team organizations using clear lines of authority and hierarchy. Show significant attributes which will be useful on this Project and national, regional or local awards received. Personnel resumes shall be limited to one (1) pages in length for each resume and must respond to each line item contained on the resume template.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

Stage 1 resumes will be required for the following team members at a minimum:

DBE:

- Project Executive
- Design Principal
- Construction Principal

Construction Team:

- Project Manager
- Design Manager
- General Superintendent
- Superintendent
- Quality Control Manager
- Safety Manager

Design Team:

- Project Manager
- 
- Design Architect
- Project Architect
- Sustainability Manager
- Building Code Consultant

Engineering Team:

- Civil Engineer
- Structural Engineer
- Mechanical Engineer
- Electrical Engineer
- Environmental Engineer / Scientist
- Low Voltage Designer
- Plumbing Engineer
- Fire Protection Engineer
- Electronic Security systems designer
- Food Service Equipment designer

*Please Note: Additional Team member resumes may be submitted for clarity of team composition, only the resumes for the positions noted above will be scored. (Architect of Record and Design Architect, if different, will be averaged as one (1) resume for evaluation purposes).*

3. Project Profiles:

The information requested in this section is intended to permit the Selection Committee to review actual results of the teams and / or team member's ability to successfully design and manage projects similar in nature and complexity to the Escambia County Jail.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

The Contractor, Architect of Record and Associate Architect if not the AOR shall provide design and construction project profiles for a maximum of five (5) projects completed within the Project Profiles shall be limited to two (2) pages in length for each project and must respond to each line item contained on the project profile template attached.

Projects are to demonstrate the team's design and construction experience on similar projects in terms of significant new construction, critical schedules, complexity, scope, function, size, fixed price, cost control, dollar value, and Design-Build experience. (Design-Assist projects may be detailed in lieu of Design-Build projects. however, the County reserves the right to decide upon the merits of the relevance of any profiled project to the Escambia County Jail Project).

Design Experience:

- The Architect of Record (AOR) shall submit a maximum of five (5) project profiles representative of the Architect's ability to provide design excellence for projects relevant to Escambia County Jail.
  - At least one (1) of the five (5) projects must be in Florida.
  - All projects must have been completed in the last ten (10) years.
  - At least one project must have a construction cost each in excess of \$100 million dollars.
  - At least two (2) projects must have utilized the Design-Build delivery method.
  - All projects shall be justice related projects; courts, juvenile justice, jails or prisons and at least two (2) shall be jails or prisons having 500 beds or more.
- If the Associate Architect is Not the AOR a maximum of 5 additional project profiles complying with the submittal requirements for the AOR may be submitted. The additional profiles shall be scored and the average of the AOR and Associate Architect scores utilized.

Construction Experience:

- The General Contractor shall submit maximum of five (5) construction project profiles representative of the General Contractor's ability to provide construction excellence for projects relevant to Escambia County Jail.
  - At least one (1) of the five (5) projects must be in Florida.
  - All projects must have been completed in the last ten (10) years.
  - At least two (2) projects must have a construction cost each in excess of \$100 million dollars.
  - At least two (2) projects must have utilized the Design-Build delivery method,

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

- All projects shall be complex building projects, health care, research facilities, courts, juvenile justice, jails or prisons and at least two (2) shall be jails or prisons having 500 beds or more.

For each project, complete the Project Profiles Template attached. Each profile is limited to two (2) pages each and must respond to all line items of the template for each project presented. Additional information, photos and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the referenced project to this Project. Indicate the degree of involvement by key construction personnel proposed in the SOQ for each project.

#### 4. Working Relationship Matrix:

The information requested in this section is intended to provide the Selection Committee understanding of the proposed members' ability to function as a team at the outset of the project due to existing working relationships established on previous projects similar to the Escambia County Jail.

The Design Builder shall select a maximum of five (5) projects from the total project profiles provided and enter them on the Working Relationship Matrix provided in Step 1 Part B. For each position listed on the matrix indicate whether that individual worked on a project by placing a single "mark" in the appropriate box. Where there is no experience by an individual on any project the box shall be left blank.

#### 5. Project References:

The information requested in this section is intended to permit the Evaluation Committee to validate actual performance of the team or individual team members on a given project.

- a. Provide Project References for each project submitted for Projects Profiles in Section 3 above. The reference should be from the project's owner or the project owner's project representative. Each reference must include two points of contact and at least the following information: Project name and the reference's firm name, contact name, contact's title, phone number, e-mail address and relationship (primary and secondary) to the project.
- b. The County intends to contact those individuals and firms that are listed as references by the DBE and points will be assigned based upon the reference's verification that the DBE's characterization of its involvement in the project is accurate, and their overall assessment of the quality of those services provided, specifically including project management, cost and schedule control, quality, and commissioning and function of installed equipment.
- c. It is the DBE's responsibility to verify that all references listed can be reached by telephone.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

6. Project Management Approach

The information requested in this section is intended to provide the Selection Committee an understanding of how the DBE intends to manage the design and construction of the project and why their specific approach is best suited to achieve project success.

- Provide the DBE's approach to managing this Project and include the Entity's philosophy and methodology regarding the design of support and ancillary facilities for a correctional setting. This section is limited to eight (8) pages. The DBE shall demonstrate its understanding of how Design-Build projects achieve best value for owners by both identifying and describing how critical features of Design-Build projects have been included in previous projects. The DBE shall also discuss their process and procedures for including County stakeholders throughout design and construction to ensure the critical features of the Escambia County Jail are incorporated in the Project. The DBE shall also discuss how they plan to deliver a successful project to the County.
- Include the approach to sustainability and the multi-attribute system that the DBE will utilize.
- Include the approach to DBE (Disadvantaged Business Enterprise) outreach
- Include the approach to Low Impact Design (Escambia County Low Impact Design Manual available at )

**XXIII. REQUIRED FORM TEMPLATES**

**A. CERTIFICATION**

NOTE: All members of the DBE must sign. Copy this certification page for each legal entity.

I, the undersigned \_\_\_\_\_, certify and declare that I have read all the foregoing answers to this Pre-Qualification Questionnaire; that all responses are correct and complete of my own knowledge and belief. I declare under penalty of perjury under the laws of the State of Florida, that the foregoing is true and correct.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Printed name)

\_\_\_\_\_  
(Place of Execution)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(DBE Member)

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

**B. PERSONNEL RESUME**

Maximum 1 page per resume

DISCIPLINE (DBE, Contractor, Architect) \_\_\_\_\_

Name: \_\_\_\_\_

Project Assignments/Responsibilities: \_\_\_\_\_

Firm: \_\_\_\_\_

Years with this firm: \_\_\_\_\_ Years with other firms: \_\_\_\_\_

Education: \_\_\_\_\_

Active Registration and/or Credentials as applicable: \_\_\_\_\_

Positions/responsibilities on previous relevant projects (list project size, scope, and schedule):

\_\_\_\_\_

Experience with Florida correctional institutions

\_\_\_\_\_

Experience with Health Care / Mental Health Care: \_\_\_\_\_

\_\_\_\_\_

Design-Build or Contractor/Architect teaming experience:

\_\_\_\_\_

Experience with public entities:

\_\_\_\_\_

Experience with energy efficiency/sustainable building design measures: \_\_\_\_\_

\_\_\_\_\_

Other experience, training, education, and qualifications relevant to the proposed project: \_\_\_\_\_

What makes this individual uniquely suited for this assignment?

\_\_\_\_\_

Awards/Publications \_\_\_\_\_

Relevance Scoring:

For General Contractor Project Manager, Design Manager, General Superintendent and Superintendent, Architect of Record, Architect of record PM and Design Architect:

Maximum points per resume = 40

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

**C. PROJECT PROFILE**

Maximum 2 pages per project

DISCIPLINE (DBE, Contractor, Architect) \_\_\_\_\_

Project Manager (for DB / Contractor/ or Architect): \_\_\_\_\_

Principal in Charge: \_\_\_\_\_

Project Name & Description: \_\_\_\_\_

Location: \_\_\_\_\_

Owner: \_\_\_\_\_ Representative: \_\_\_\_\_ Telephone: \_\_\_\_\_

General Contractor or Architect of Record: \_\_\_\_\_

Design Architect: \_\_\_\_\_

Construction Manager: \_\_\_\_\_ Other Relevant Consultants: \_\_\_\_\_

Project Type: \_\_\_\_\_ Gross Square Footage: \_\_\_\_\_ No. of Beds: \_\_\_\_\_

Security Level: \_\_\_\_\_ Scheduled Completion Date: \_\_\_\_\_

Actual Completion Date: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_

Original Construction Contract Amount: \_\_\_\_\_ Final Construction Contract Amount: \_\_\_\_\_

Explain Difference, if any: \_\_\_\_\_

Describe Design Delivery Method: \_\_\_\_\_

Sustainable Building Measures Incorporated: \_\_\_\_\_

Describe Relevance to Escambia County Jail (Correctional, Medical/Mental Health, Central Plant, other?) \_\_\_\_\_

Awards/Publications: \_\_\_\_\_

**Relevance Scoring:**

Maximum points per profile = 10

5 major elements and their information requirements from project profile will be scored individually and totaled for each profile (In bold above).

Response missing or not relevant: Score =0

Response basically satisfies the information requirements for the project: Score =1

Response exceeds the information requirements for the project: Score = 2



**D. PROJECT REFERENCE TEMPLATE**

**To be completed for each project listed in Project Profiles**

DISCIPLINE:		
1	PROJECT NAME:	
	Reference Firm Name:	
	Contact Name:	Title:
	Phone Number:	E-mail:
	Relationship to Project:	
2	PROJECT NAME:	
	Reference Firm Name:	
	Contact Name:	Title:
	Phone Number:	E-mail:
	Relationship to Project:	
3	PROJECT NAME:	
	Reference Firm Name:	
	Contact Name:	Title:
	Phone Number:	E-mail:
	Relationship to Project:	
4	PROJECT NAME:	
	Reference Firm Name:	
	Contact Name:	Title:
	Phone Number:	E-mail:
	Relationship to Project:	
5	PROJECT NAME:	
	Reference Firm Name:	
	Contact Name:	Title:
	Phone Number:	E-mail:
	Relationship to Project:	

**Relevance Scoring:**

**Maximum points per reference = 10**

**Maximum points per discipline = 50**

- Reference is missing or negative: Score =0
- Reference is satisfactory: Score =5
- Reference is excellent: Score = 10

**E. WORKING RELATIONSHIP MATRIX**

	Name Project	Name Project	Name Project	Name Project	Name Project
Contractor (firm)					
Architect of Record (firm)					
Associate Architect (firm) <i>(If not AOR)</i>					
Project Executive					
Design Principal					
Construction Principal					
Design Project Manager					
Architect of Record					
Design Architect <i>(If not AOR)</i>					
Project Architect					
Sustainability Manager					
Construction Project Manager					
Design Manager					
General Superintendent					
Superintendent					
Quality Control Manager					
Project Controls Manager					
Safety Manager					

Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.

**Relevance Scoring:**

**Maximum Possible Score is 100 Points**

- For each matrix box that is not checked score = 0
- For each matrix box that is checked score =1

#### **XXIV. QUALIFICATIONS INTERVIEW**

The oral interview will provide the opportunity to clarify and elaborate on the written material previously submitted in the Stage 1 RFQ packages, and give the Selection Committee the opportunity to meet the DBE team. Key personnel from the DBE, the General Contractor, and the Architect must attend the interview, but attendees are not be limited to just those individuals. Additional personnel from the Design-Build team may attend the interview as determined by the DBE.

The County will provide additional interview details including the interview scoring criteria in the invitation to interview.

**XXV. RFQ BASIS FOR SCORING**

**STAGE 1 - SCORING CRITERIA**

<b>Part A Questionnaires</b>		
<b>Section 1: Information of DBE Primary Team Members</b>		No Score
<b>Section 2: Essential Requirements for the DBE</b>		Pass/Fail
<b>Section 3: Scored Questions for the Design Builder</b>	250	
<b>Section 4: Scored Financial Questions for the DBE</b>	80	
<b>Section 5: Information about the Architect</b>		No Score
<b>Section 6: Scored Questions for the Architect</b>	95	
<b>Section 7: Information about the Engineer or Specialists</b>		No Score
<b>Section 8: Scored Questions for the Engineer or Specialists</b>	85	
*Note: AOR and Associate Architect will be averaged		
<b>Part A Questionnaire Maximum Point Total</b>	<b>510</b>	
<b>Part B Experience of DBE Team</b>		
<b>1. Narrative and Organization Chart</b>	50	
<b>2. Required Personnel Resumes</b>		
Project Executive	40	
Design Principal	40	
Construction Principal	40	
Construction team:		
Project Manager	20	
Design Manager	20	
General Superintendent	20	
Superintendent	20	
Quality Control Manager	10	
Project Controls Manager	10	
Safety Manager	10	
Design Team:		
Design Project Manager	20	
Design Architect (if not AOR)	20	
Project Architect	10	
Sustainability Manager	10	
Building Code Consultant	10	

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

<b>Engineer or Specialists Team:</b>	
Civil Engineer	10
Structural Engineer	10
Mechanical Engineer	10
Electrical Engineer	10
Environmental Engineer/Scientist	10
Low Voltage Designer	10
Plumbing Engineer	10
Fire Protection Engineer	10
Electronic Security Systems Designer	10
Food Service Equipment Designer	10
<b>3. Project Profiles</b>	
10 Projects @ 10 points maximum each	100
<b>4. Project Profile References</b>	
10 Projects @ 10 points maximum each	100
<b>5. Working Relationship Matrix</b>	100
<b>6. Project Management Approach</b>	
• Managing the project	120
• Sustainability	20
• DBE Outreach	30
• Low Impact Design	30
<b>Part B Experience Maximum Total Points</b>	<b>950</b>

<b>PARTS A &amp; B MAXIMUM POINT TOTAL</b>	1460
<b>ORAL PRESENTATIONS</b>	200
<b>TOTAL MAXIMUM POINTS</b>	1660

The Selection Committee shall rank the Design Build Entities qualifications based on the total of points scored for Parts A & B and Oral presentations.

The Three (3) highest ranking Design Build Entities will be invited to participate in the Request for Proposal, Stage 2 process.

**APPENDIX "A" TO BE DETERMINED IF APPLICABLE**  
**COUNTY OF ESCAMBIA**  
**DESIGN-BUILD REQUEST FOR PROPOSAL**  
**STIPEND AGREEMENT**

THIS AGREEMENT ("**Agreement**") is made and entered into this \_\_\_\_ day of \_\_\_\_\_ the County of Escambia, (hereinafter "**County**"), located at xxxxx, Pensacola, Florida zip and \_\_\_\_\_ located at \_\_\_\_\_, (hereinafter "**Contractor**"). For the purposes of this Agreement, County and Contractor are referred to individually as a "**Party**" and collectively as the "**Parties**."

**RECITALS:**

1. The County Administrative Office has pre-qualified three firms to provide technical responsive proposals based on the Request for Proposal dated \_\_\_\_\_, for the Escambia County Jail.
2. The County intends to enter into a Design Build Agreement with the firm that will provide the best value to the County, as determined by a Selection Committee, based on the criteria set forth in the Request for Proposal.
3. It is the County's intention to retain all of the qualified technical, responsive materials prepared by the contractors that are not selected. Participating contractors agree that if they are not selected, they will provide the work product developed in response to the Request for Proposal to County in exchange for the agreed-upon sum.

**AGREEMENT:**

1. **SERVICES AND PERFORMANCE**

- a. In connection with General Services Division's Request for Proposals dated XXXX, 2016 ("**RFP**"), for the **Design-Build Services for the New Escambia County Correctional Facility, (the "Project")** the County of Escambia retains the Contractor to prepare a responsive technical proposal in accordance with the RFP.
- b. All information, designs and ideas, description of approaches to the Project, etc., performed by the Contractor pursuant to this Agreement shall be considered works for hire and shall become the property of County. Contractor shall not copyright any of the material developed under this Agreement. Contractor shall deliver all files in their original, modifiable format, (i.e. BIM, CAD, Excel, Word, etc.) prior to payment by County.

2. **TERM.** Unless otherwise provided herein, the provisions of this Agreement shall remain in full force and effect until execution of the Design-Build Contract or a one-year term from the date of the execution of this Agreement, whichever occurs last. Technical proposals are due by the dates set forth in the RFP.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

**3. COMPENSATION AND PAYMENT**

- a. If the Contractor is not awarded the Design-Build Contract by County, County agrees to pay the Contractor a lump sum amount of XXXXXXXXXXXX dollars (\$TBD) for a responsive technical proposal ("Stipend") in accordance with the terms and provisions set forth in this Stipend Agreement. Contractor shall only be awarded the stipend if the Contractor delivers a responsive technical proposal that meets the standards set forth in the RFP, as determined by County and such sum will be full compensation for all of the unselected ECJ Project Proposer's services and expenses, direct or indirect, including costs incidental to providing the services.
  - b. If County executes the Design-Build Contract with the Contractor, the Contractor will not be compensated for preparation of its technical proposal through this Agreement.
  - c. In the event the Design-Build Contract is not awarded, all shortlisted Contractors that have submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, has determined to be responsive to the RFP, and that have submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.
  - d. In the event a Design-Build Contract is awarded and executed, all shortlisted Contractors, except the Contractor that executed the Contract, that submitted technical proposals by the deadline set forth in the RFP, which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP, shall receive the Stipend.
  - e. Payment shall be made within ninety (90) days of the execution of the contract or the decision not to award a contract and The County has received an undisputed invoice.
  - f. The Contractor must not invoice the County for preparation of its Proposal until the Proposal has been determined to be responsive and all deliverables and services have been submitted and the County agrees that all deliverables and services required have been submitted and are acceptable.
4. Upon payment of said sum to Contractor, County will have no further financial obligation to Contractor under this Agreement, and Contractor agrees not to make or pursue any claim for additional compensation through any remedy or for any reason.
5. INDEMNITY. Contractor agrees to indemnify, defend and hold harmless County and County's agents, board members, elected and appointed officials and officers, employees, volunteers and authorized representatives from all losses, liabilities, charges, damages, claims, liens, causes of action, awards, judgments, costs, and expenses (including, but not limited to, reasonable attorneys' fees of County Counsel and counsel retained by County, expert fees, costs of staff time, and investigation costs) which arise out of or are in any way connected with any negligence, recklessness or willful misconduct of Contractor or Contractor's officers, agents, employees, independent contractors, sub-contractors of any tier, or authorized representatives. Without limiting the generality of the foregoing, the same shall include bodily and personal injury or death to any person or persons; damage to any property, regardless of where located, including the property of County; and any workers'

## PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility

compensation claim or suit arising from or connected with any services performed pursuant to this Agreement on behalf of Contractor by any person or entity.

### 6. COMPLIANCE WITH LAWS

a. The Contractor shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under this Agreement.

### 7. EARLY TERMINATION

- a. This Agreement may be terminated by County in whole or in part at any time if the interest of County necessitates such termination.
- b. If County withdraws the RFP, this Agreement shall be considered terminated effective the date of the withdrawal.
- c. If this Agreement is terminated prior to the opening of the price proposals as set forth in the RFP, no payment will be made to the Contractor.
- d. If this Agreement is terminated after the opening of price proposals as set forth in the RFP and prior to execution of a Design-Build Contract, the Contractor shall be entitled to the compensation set forth in Section 3.a, provided the Contractor submitted a technical proposal in which County, in its sole discretion, determined to be responsive to the RFP, and that submitted an executed Stipend Agreement enclosed within its price proposal by the deadline set forth in the RFP.

8. ASSIGNMENT. Contractor shall not assign, sublet or transfer this Agreement, or any part hereof. Contractor shall not assign any monies due or which become due to Contractor under this Agreement without the prior express and written approval of the Responsible Count Department.

9. NEGATION OF PARTNERSHIP. In the performance of all services under this Agreement, Contractor shall be, and acknowledges that Contractor is, in fact and law, an independent contractor and not an agent or employee of County. Contractor has and retains the right to exercise full supervision and control of the manner and methods of providing services to County under this Agreement. Contractor retains full supervision and control over the employment, direction, compensation and discharge of all persons assisting Contractor in the provision of services under this Agreement. With respect to Contractor's employees, if any, Contractor shall be solely responsible for payment of wages, benefits and other compensation, compliance with all occupational safety, welfare and civil rights laws, tax withholding and payment of employee taxes, whether federal, state or local, and compliance with any and all other laws regulating employment

10. CONFLICT OF INTEREST. Contractor agrees that they are unaware of any financial or economic interest of any public officer or employee of the County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement, the County may immediately terminate this Agreement by giving written notice thereof.

11. SOLE AGREEMENT. This document, including the attachments hereto, contains the entire Agreement of the parting relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this Agreement. No oral promise, modification, or inducement shall be effective or given any force or effect.



**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

12. AUTHORITY TO BIND COUNTY. It is understood that Contractor, in Contractor's performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has no authority to bind County to any agreements or undertakings.
13. MODIFICATION OF AGREEMENT. This Agreement may be modified in writing only, signed by the parties in interest at the time of the modification.
14. NONWAIVER. No covenant or condition of this Agreement can be waived except by the written consent of County. Forbearance or indulgence by County in any regard whatsoever shall not constitute a waiver of the covenant or condition to be performed by Contractor. County shall be entitled to invoke any remedy available to County under this Agreement or by law or in equity despite said forbearance or indulgence.
15. CHOICE OF LAW/VENUE. The parties hereto agree that the provisions of this Agreement will be construed pursuant to the laws of the State of Florida. This Agreement has been entered into and is to be performed in the County of Escambia. Accordingly, the parties agree that the venue of any action relating to this Agreement shall be in the County of Escambia.
16. CONFIDENTIALITY. Contractor shall not, without the written consent of the County, communicate confidential information, designated in writing or identified in this Agreement as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive.
17. ENFORCEMENT OF REMEDIES. No right or remedy herein conferred on or reserved to County is exclusive of any other right or remedy herein or by law or equity provided or permitted, but each shall be cumulative of every other right or remedy given hereunder or now or hereafter existing by law or in equity or by statute or otherwise, and may be enforced concurrently or from time to time.
18. SEVERABILITY. Should any part, term, portion or provision of this Agreement be decided finally to be in conflict with any law of the United States or the State of Florida, or otherwise be unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions shall be deemed severable and shall not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.
19. COMPLIANCE WITH LAW. Contractor shall observe and comply with all applicable County, state and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.
20. CAPTIONS AND INTERPRETATION. Paragraph headings in this Agreement are used solely for convenience, and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the parties.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

21. NONDISCRIMINATION. Neither Contractor, nor any officer, agent, employee, servant or subcontractor of Contractor shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, or sex, either directly, indirectly or through contractual or other arrangements.
22. AUDIT, INSPECTION AND RETENTION OF RECORDS. Contractor agrees to maintain and make available to County accurate books and records relative to all its activities under this Agreement. Contractor shall permit County to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this Agreement. Contractor shall maintain such data and records in an accessible location and condition for a period of not less than three (3) years from the date of final payment under this Agreement, or until after the conclusion of any audit, whichever occurs last. The State of Florida and/or any federal agency having an interest in the subject of this Agreement shall have the same rights conferred upon County herein.
23. NON-COLLUSION COVENANT. Contractor represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement with County. Contractor has received from County no incentive or special payments, nor considerations not related to the provision of services under this Agreement.
24. NO THIRD PARTY BENEFICIARIES. It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement, shall be strictly reserved to County and Contractor. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of County and Contractor that any such person or entity, other than County or Contractor, receiving services or benefits under this Agreement shall be deemed an incidental beneficiary only.
25. SIGNATURE AUTHORITY. Each party has full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each party has been properly authorized and empowered to enter into this Agreement.

**DESIGN BUILD STIPEND AGREEMENT ACKNOWLEDGEMENT**

The Design Build Entities selected to participate in the Request for Proposal (RFP) process will be required to execute the stipend agreement attached in the appendix of this section of the RFQ. It is intended that the agreement be executed as presented. Should the design builder have suggested modifications they would like considered by the County such suggested modifications must accompany this acknowledgement. Failure to attach modifications shall be considered as acceptance of the document as presented and the Stipend Agreement shall be executed without modification.

NOTE: All Primary DBE members of the DBE must sign. Copy this acknowledgement page for each legal entity.

---

(Signature)

---

(Printed name)

---

(Place of Execution)

---

(Date)

---

(DBE Member)

APPENDIX "B"

**INSURANCE - BASIC COVERAGES REQUIRED**

The Contractor shall procure and maintain the following described insurance, except for coverages specifically waived by the County. Such policies shall be from insurers with a minimum financial size of VII according to the latest edition of the AM Best Rating Guide. An A or better Best Rating is "preferred"; however, other ratings if "Secure Best Ratings" may be considered. Such on policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the Contract Documents, whether such services, work and operations be by the Contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Contractor shall require, and shall be responsible for assuring throughout the time the Agreement is in effect, that any and all of its subcontractors obtain and maintain until the completion of that subcontractor's work, such of the insurance coverages described herein as are required by law to be provided on behalf of their employees and others.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Contractor. The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Contractor's interests or liabilities, but are merely minimums.

Except for workers compensation and professional liability, the Contractor's insurance policies shall be endorsed to name Escambia County as an additional insured to the extent of its interests arising from this agreement, contract or lease.

The Contractor waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Contractor's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. They shall be reduced or eliminated at the option of the County. The Contractor is responsible for the amount of any deductible or self-insured retention.

Insurance required of the Contractor or any other insurance of the Contractor shall be considered primary, and insurance of the County, if any, shall be considered excess, as may be applicable to claims obligations, which arise out of this agreement, contract or lease.

**Workers Compensation Coverage**

The Contractor shall purchase and maintain workers compensation insurance for all workers compensation obligations imposed by state law and with employers liability limits of at least \$100,000 each accident and \$100,000 each employee/\$500,000 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Contractor shall also purchase any other coverages required by law for the benefit of employees.

## **PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

### **General, Automobile and Excess Or Umbrella Liability Coverage**

The Contractor shall purchase and maintain coverage on forms no more restrictive than the latest editions of the Commercial General Liability and Business Auto policies of the Insurance Services Office.

Unless otherwise specified, minimum limits of \$1,000,000 per occurrence for all liability must be provided, with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the Workers Compensation Coverage section) and the total amount of coverage required.

### **General Liability Coverage - Occurrence Form Required**

Coverage A shall include bodily injury and property damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement, contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (x,c,u) exposures.

Coverage B shall include personal injury.

Coverage C, medical payments, is not required.

The Contractor is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

### **Business Auto Liability Coverage**

Business Auto Liability coverage is to include bodily injury and property damage arising out of ownership, maintenance or use of any auto, including owned, non-owned and hired automobiles and employee non-ownership use.

### **Excess or Umbrella Liability Coverage**

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

### **BUILDERS RISK COVERAGE**

Builders Risk insurance is to be purchased to cover subject property for all risks of loss, subject to a waiver of coinsurance, and covering off-site storage, transit and installation risks as indicated in the Installation Floater and Motor Truck Cargo insurance described hereafter, if such coverages are not separately provided.

The Builders Risk insurance is to be endorsed to cover the interests of all parties, including the County and all contractors and subcontractors. The insurance is to be endorsed to grant permission to occupy.

### **INSTALLATION FLOATER COVERAGE**

Installation Floater insurance is to be purchased when Builder's Risk insurance is inappropriate, or when Builder's Risk insurance will not respond, to cover damage or destruction to renovations, repairs or equipment being installed or otherwise being handled or stored by the Contractor, including off-site storage, transit and installation. The amount of coverage should

## **PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

be adequate to provide full replacement value of the property, repairs, additions or equipment being installed, otherwise being handled or stored on or off premises. All risks coverage is preferred.

### **POLLUTION/ENVIRONMENTAL IMPAIRMENT LIABILITY COVERAGE**

Pollution/environmental impairment liability insurance is to be purchased to cover pollution and/or environmental impairment, which may arise from this agreement or contract.

### **PROFESSIONAL LIABILITY/MALPRACTICE/ERRORS OR OMISSIONS INSURANCE**

The Contractor shall purchase and maintain professional liability or malpractice or errors or omissions insurance coverage. The minimum limit of professional liability coverage shall be equal to 25% of the estimated construction contract price for the project. Said coverage shall be continuously maintained and in effect for a period of not less than **five (5) years** from the effective date of this Agreement. The policy limit of liability shall not include legal fees and other defense costs. If a claims made form of coverage is provided, the retroactive date of coverage shall be no later than the effective date of this Agreement and shall not be advanced.

If at any time during the aforementioned policy period there should be a cancellation, non-renewal, or lapse in coverage, professional liability coverage shall be extended for the remainder of the five year period with a supplemental extended reporting period (SERP) endorsement to take effect upon expiration of the policy period referenced above. The limits of liability applicable to the SERP coverage shall be equal to the limits of liability applicable to the policy referenced above and to which the endorsement attaches.

### **Evidence/Certificates of Insurance**

Required insurance shall be documented in Certificates of Insurance. If and when required by the County, Certificates of Insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the Certificate of Insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverages(s) indicated on each Certificate of Insurance.

New Certificates of Insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the Contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract or lease.

Certificates should contain the following additional information.

1. Indicate that Escambia County is an additional insured on the general liability policy.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions in excess of \$1,000.
4. Designate Escambia County as the certificate holder as follows:  
Escambia County  
Attention: Paul R. Nobles, CPPO, CPPB, FCN, FCCM  
Senior Purchasing Coordinator  
Office of Purchasing  
P.O. Box 1591  
Pensacola, FL 32597-1591  
Fax (850) 595-4805

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the Contractor shall furnish complete copies of the Contractor's insurance policies, forms and endorsements, and/or such additional information with respect to its insurance as may be requested.

For Commercial General Liability coverage, the Contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

**OCIP Reservations of Rights**

Escambia County (Owner) may elect to implement an Owner Controlled Insurance Program on this project. Under this type of program, the Sponsor will centralize the purchase of insurance for activities of the construction manager, general contractor, all subcontractors and all sub-subcontractors for work performed at or emanating from the project site. This consolidated purchasing of insurance is known as an Owner Controlled Insurance Program (OCIP) and will include Workers' Compensation, General Liability and Excess/Umbrella Liability coverage. Builder's Risk insurance coverage will be provided under a separate program. Participation in the OCIP will be mandatory for all tiers of contractors and subcontractors unless specifically excluded in writing by the Sponsor.

Escambia County and its OCIP Administrator will pursue an insurance deduction for General Liability, Excess Liability and Workers' Compensation insurances which are provided under the OCIP. Each Subcontractor and all tier Sub-Subcontractors will identify all insurance coverage costs at the time of bid. Upon award, Subcontractor and all tier Sub-Subcontractors will detail these costs to Sponsor. Escambia County will apply a 15% factor for profit and overhead on all insurance credits as part of each Subcontractors' overall credit back to the OCIP.

1. All bidders are required to submit their bid(s) with their insurance costs **INCLUDED** for this Project including the cost(s) to provide Workers' Compensation, General Liability and Excess Liability for this Project.

The contract award will then be reduced by the amount identified for insurance costs (the "Insurance Credit"). At the conclusion of the contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the project site and final contract amount including all change orders. **The insurance calculations will be based upon the rates that were effective at the time of contract award.** In the event that a contractor or subcontractor has a flat premium on their excess liability program, a standard excess credit of 30% of the primary general liability cost/credit will be accessed as a minimum from the Subcontractors.

**THE FINAL AMOUNT WILL BE THE ESTIMATE OR ACTUAL, WHICHEVER IS HIGHER.**

2. Each Enrolled Participant must provide documentation as follows:

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

- i. Workers' Compensation Policy Declarations Page;
- ii. Workers' Compensation Rating/Information Page (s);
- iii. Workers' Compensation Experience Modification Worksheet;
- iv. General Liability Policy Declarations Page;
- v. General Liability Rating/Information Page (s);
- vi. Excess Liability Policy Declarations Page;
- vii. Excess Liability Rating/Information Page (s)

**Insurance Broker and Agent summary letters will not be accepted as proof.**

**OCIP Reservations of Rights**

These documents are subject to the Escambia County's acceptance. No deductible credits will be given for Worker's Compensation and/or General Liability insurance calculations.

First dollar or \$0 deductible insurance coverage is provided under the Project OCIP program for all Contractors enrolled in the program. Owner expects Subcontractor's insurance costs evidenced at bid time and then detailed on the Supplemental Bid worksheet to reflect "first dollar / \$0 deductible" rates.

Deductible or Self-Retention Credits or Self-Insured amounts may be identified in Subcontractor's credit calculation but will not be allowed for inclusion in Subcontractor's OCIP deduct rates. To accurately calculate the actual cost of insurance when using any of these programs would require including the costs of projected losses and loss funding. Verification of this amount would require the Subcontractor to furnish loss runs and payroll information on all work (including any / all Wrap-ups) for the last four years. Since this information may not be available at the time of bid, we will ask the Subcontractor to provide the following information:

- a) Policies using composite rates must show, at a minimum, the deductible/self-retention/self-insured amount and the rating breakdown. If the credit percentage is not available, minimum and maximum rates for the program must be identified.
  - b) Corporate allocations will not be allowed. The same format for calculation as shown for Composite Rates must be shown on Form 1 and furnished with the bid documents.
  - c) Any rate credits (other than credits for deductibles or self-retention or self-insured plans) or surcharges shown on the declaration and/or rating sheets will be used to verify Contractor's actual cost and determine the OCIP deduct rates.
  - d) First dollar / \$0 deductible" OCIP deduct rate calculations requirements (as outlined above) will be strictly enforced by Owner and the OCIP Administrator.
- A Subcontractor's OCIP deduct rates, once established and agreed upon at contract inception/initial deduct, will be used for all OCIP deduct calculations for



the duration of a contractor's specific contract and will not be modified based upon future year's insurance rates.

- An audit will be performed at the end of the project and a final insurance credit will be calculated based on the final, actual payroll of each subcontractor. All insurance credits will be adjusted based on the original insurance credit developed at the beginning of the subcontract and adjusted only by changes in payroll.

#### **OCIP Reservations of Rights**

- Prior to and as a condition for final payment under the applicable Contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the Project Site and final contract amount including all change orders. **ALL CHANGE ORDERS SHALL INCLUDE THE ENROLLED PARTIES INSURANCE COSTS. Under no circumstance will a final audit result in a refund of the Insurance Credit back to any tier of Subcontractor. This is true, even if the actual payroll is less than the payroll estimated by the applicable Subcontractor in their cost calculation for the initial Insurance Credit.** Owner shall have the right to apply funds held as retainage under any Subcontract toward Insurance Credit, and to the extent that any monies are owed to Owner for Insurance Credit and yet Owner has funded the applicant Subcontract, or all monies owed under the Subcontract, then Subcontractor shall pay such amount to Owner upon ten (10) days' written demand.
- All change orders are to include subcontractor's insurance costs for worker's compensation and general liability and excess liability (as applicable).

As stated above at the conclusion of the contract, an audit will be performed and the Insurance Credit will be adjusted based upon actual payrolls incurred on the project site and the final contract amount including all change orders. **The insurance calculations will be based upon the rates that were effective at the time of contract award.**

**Failure to comply with the OCIP Contractor Insurance Calculation procedures outlined above will result in all or any one of the following actions by the Owner:**

- a) Owner may deny admission to Subcontractor (including lower tier Subcontractors) to the jobsite until the enrollment documents are received.
- b) Owner may withdraw or deny insurance provided by the OCIP.
- c) Owner may withhold progress payments for Subcontractors that are not in compliance.
- d) Owner may apply standard premium rates for applicable jurisdictional Workers' Compensation codes and their corresponding ISO General

Liability codes for the work being performed. An Experience Modification rate of 1.0 will be applied to the Workers' Compensation rates in order to determine the Insurance Credit.

- e) Owner may apply a minimum Insurance Credit of 3.5% of the Subcontract sum.

*Escambia County reserves the right to not implement an Owner Controlled Insurance Program at any time.*

APPENDIX "C"

**SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON ENTITY CRIMES**

1. This sworn statement is submitted to \_\_\_\_\_  
(print name of the public entity)

by \_\_\_\_\_  
(print individual's name and title)

for \_\_\_\_\_  
(print name of entity submitting sworn statement)

whose business address is  
\_\_\_\_\_  
\_\_\_\_\_

and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the Individual signing this sworn statement: \_\_\_\_\_)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes**, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any proposal or contract for goods or services to be provided to any public entity or an agency or political subdivision or any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes**, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes**, means:

- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

- c. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes**, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into binding contract and which proposals or applies to proposal on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- d. Based on information and belief, the statement, which I have marked below, is true in relation to the entity submitting this sworn statement. **(indicate which statement applies.)**

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

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

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

**I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THOROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.**

\_\_\_\_\_  
(signature)

Sworn to an subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

Personally known \_\_\_\_\_  
OR produced identification \_\_\_\_\_

\_\_\_\_\_  
Notary Public - State of \_\_\_\_\_

\_\_\_\_\_  
My commission expires \_\_\_\_\_

\_\_\_\_\_  
(Type of identification)

\_\_\_\_\_  
(Printed typed or stamped commissioned name of notary public)

APPENDIX "D"

**Drug-Free Workplace Form**

The undersigned vendor, in accordance with Florida Statute 287.087 hereby certifies that \_\_\_\_\_ does:

Name of Business

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

**Check one:**

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

\_\_\_\_\_ As the person authorized to sign this statement, this firm **does not** comply fully with the above requirements.

\_\_\_\_\_  
**Offeror's Signature**

\_\_\_\_\_  
**Date**

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

APPENDIX "E"

**Information Sheet for Transactions and Conveyances Corporation Identification**

The following information will be provided to the Escambia County Legal Department for incorporation in legal documents. It is, therefore, vital all information is accurate and complete. Please be certain all spelling, capitalization, etc. is exactly as registered with the state or federal government.

**(Please Circle One)**

**Is this a Florida Corporation:**

Yes or No

**If not a Florida Corporation,**

In what state was it created:

\_\_\_\_\_

Name as spelled in that State:

\_\_\_\_\_

**What kind of corporation is it:**

"For Profit" or "Not for Profit"

**Is it in good standing:**

Yes or No

**Authorized to transact business in Florida:**

Yes or No

State of Florida Department of State Certificate of Authority Document No.: \_\_\_\_\_

**Does it use a registered fictitious name:** Yes or No

**Names of Officers:**

President: \_\_\_\_\_ Secretary: \_\_\_\_\_

Vice President: \_\_\_\_\_ Treasurer: \_\_\_\_\_

Director: \_\_\_\_\_ Director: \_\_\_\_\_

Other: \_\_\_\_\_ Other: \_\_\_\_\_

**Name of Corporation** (As used in Florida):

\_\_\_\_\_  
(Spelled exactly as it is registered with the state or federal government)

**Corporate Address:**

Post Office Box: \_\_\_\_\_

City, State Zip: \_\_\_\_\_

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

City, State, Zip: \_\_\_\_\_

(Please provide post office box and street address for mail and/or express delivery; also for recorded instruments involving land)

(Please continue and complete page 2)

**PD 16-17.004, Design-Build Services for the New Escambia County Correctional Facility**

Page 2 of 2  
Corporate Identification

**Federal Identification Number:** \_\_\_\_\_  
(For all instruments to be recorded, taxpayer's identification is needed)

**Contact person for Company:** \_\_\_\_\_ **E-mail:** \_\_\_\_\_

**Telephone Number:** \_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Name of individual who will sign the instrument on behalf of the company:**

\_\_\_\_\_  
(Upon Certification of Award, Contract shall be signed by the President or Vice-President. Any other officer shall have permission to sign via a resolution approved by the Board of Directors on behalf of the company. Awarded contractor shall submit a copy of the resolution together with the executed contract to the Office of Purchasing)

**(Spelled exactly as it would appear on the instrument)**

**Title of the individual named above who will sign on behalf of the company:**

\_\_\_\_\_

END

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(850) 488-9000      Verified by: \_\_\_\_\_ Date: \_\_\_\_\_