

**JOINT RULES COMMITTEE
OF THE
LEGISLATURE OF THE STATE OF CALIFORNIA**

REQUEST FOR QUALIFICATIONS (RFQ NO. 2316156)

FOR A

FURNITURE DEALER

FOR THE

NEW CAPITOL ANNEX BUILDING

RFQ Issuance Date: Thursday, September 7, 2023

SOQ Submittal Deadline: Monday, October 2, 2023, at 5:00 p.m. (PT)

RFQ Procurement Contact: David Hart, FAIA

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PART A

1. INTRODUCTION AND OVERVIEW

1.1. Introduction

The Joint Rules Committee of the Legislature of the State of California (“JRC”) is pleased to present this request for qualifications (“Request for Qualifications” or “RFQ”) to prospective entities (the “Proposers”) interested in submitting statements of qualifications (“Statements of Qualifications” or “SOQs”) to work in collaboration with JRC and other stakeholders in the design, laying out, specification, procurement, and installation of furniture (“Work”) for the New Capitol Annex Building project (“NCAB Project”).

1.2. Background on the NCAB Project

Pursuant to the State Capitol Building Annex Act of 2016 (Gov. Code, § 9112 et seq.; “Annex Act”) and other applicable laws, JRC is pursuing the NCAB Project, which includes the construction of a new capitol annex building (“NCAB”). The NCAB will be an approximately 525,000 gross square feet newly constructed annex to the historic West Wing of the California State Capitol Building in Sacramento, California, and will replace the current annex building. The NCAB will provide office space for the California State Legislature and the Governor, public hearing and meeting rooms, public gathering space, and office space for the legislative and executive support staff and departments.

JRC has retained the services of Skidmore, Owings & Merrill LLP as the architect (“Architect”) for the NCAB Project and Turner Construction Company as the Construction Manager at Risk (“CMR”) for the NCAB Project. Substantial completion of the NCAB Project is currently planned for October 2026.

1.3. Overview of the Furniture Dealer’s Work

The Furniture Dealer will be responsible for designing, laying out, specifying, procuring, and installing furniture for the NCAB Project in collaboration with JRC and other stakeholders. All Work will be in accordance with applicable federal, state, and local laws, regulations, standards, and approvals, including the federal Americans with Disabilities Act, industry best practices, and the requirements of the Contract. Further detail on the Work is set forth in Part A, Section 2.

1.4. Procuring Entity

JRC is the procuring and contracting entity for the Work. Any contract entered into as a result of this procurement (“Contract”) will be between JRC and the selected Furniture Dealer.

JRC will collaborate in this procurement with the Department of General Services (“DGS”). However, this is not a DGS procurement. JRC is not subject to the State Contract Act or other provisions of the Public Contract Code relating to procurement, bidding, or proposals, including for purposes of this procurement.

1.5. Overview of the Procurement Process

JRC will use a two-step procurement process to select the Furniture Dealer.

This RFQ is the first step in the procurement process and is issued to solicit information in the form of SOQs. JRC will evaluate the SOQs to determine a short-list of the Proposers that are the most highly qualified to perform the Work (the “Short-Listed Proposers”) in accordance with the procedures and evaluation criteria described in Part A, Section 6.

The second step of the procurement process will include the JRC issuing a Request for Proposals (“RFP”) to the Short-Listed Proposers, receiving and evaluating the proposals submitted in response to the RFP (“Proposals”), selecting the Furniture Dealer, and then negotiating, awarding, and executing the Contract.

See Part A, Section 4 for additional information on the procurement process.

1.6. Role of Joint Rules Committee

JRC will generally be responsible for the following activities:

- (a) Overall management and oversight of the NCAB Project;
- (b) Preparation of this RFQ, evaluation of SOQs, determination of the Short-Listed Proposers, preparation of the RFP, evaluation of the Proposals, selection of the Furniture Dealer, and negotiation, award, and execution of a Contract;
- (c) Contract administration;
- (d) Assistance with coordination with other stakeholders, including the Governor’s office, the Lieutenant Governor’s office, DGS, the Department of Finance (“DOF”), the California Highway Patrol (“CHP”), the Architect, the CMR, and the Legislative Data Center within the Office of Legislative Counsel, as needed;
- (e) Selecting the furniture for the NCAB Project;
- (f) Review and acceptance of the Work and payment for the Work; and
- (g) Public relations, community outreach, and media efforts regarding the Work.

At JRC’s sole discretion, JRC may use its consultants to fulfill or assist with some or all of the responsibilities described in this Part A, Section 1.6. JRC has retained MOCA Systems as the Owner’s Representative for the NCAB Project. See also Part A, Section 4.2.

1.7. RFQ Schedule and Overall Procurement Schedule

JRC anticipates carrying out the RFQ process in accordance with the following schedule:

Issue RFQ	Thursday, September 7, 2023
Deadline for questions regarding the RFQ	Monday, September 18, 2023, at 5:00 p.m. (Pacific Time (PT))

Deadline for questions relating to any addenda issued after Monday, September 18, 2023	Monday, September 25, 2023, at 5:00 p.m. (PT)
SOQ Submittal Deadline	Monday, October 2, 2023, at 5:00 p.m. (PT)
Anticipated Announcement of Short-Listed Proposers	Monday, October 23, 2023

Following the announcement of the Short-Listed Proposers, JRC anticipates the following procurement activities and schedule:

Issue RFP	January 2024
Proposal Submittal Deadline	April 2024
Identification of Preferred Proposer	May 2024
Award and Execution of Contract	June 2024

2. PROJECT DESCRIPTION AND SCOPE OF WORK

2.1. Overview of the Work

The Furniture Dealer will be responsible for designing, laying out, specifying, procuring, and installing furniture for the NCAB Project, including the approximately 525,000 gross square foot NCAB, in coordination with JRC and other stakeholders. The Work will include furniture for variety of spaces and uses, including, but not limited to, all of the following:

- (a) Furniture for the offices of Members of the Legislature, the Governor, and legislative support staff and other departments, such as desks, chairs, systems furniture, shelves, and tables;
- (b) Furniture for committee hearing rooms, such as seating behind the built-in dais and podiums;
- (c) Furniture for shared or general spaces, such as conference rooms, break rooms, public lounges, copy rooms, mailroom, storage rooms, reception areas, and hallways, and private spaces including lactation rooms;
- (d) Ancillary furniture for spaces where specific activities occur, such as health services, security screening, bill room, dining and seating spaces for restaurant or café, locker rooms, press rooms, and media rooms; and
- (e) Furniture for certain spaces in the new parking structure, such as benches and desks for parking attendants and security personnel.

2.2. Goals

The following are the goals for the Work:

(a) **Flexibility:** The NCAB furnishing should be functional and flexible. The Capitol by nature has frequent and ongoing changes to staffing, requiring office solutions that can quickly and efficiently adapt to large-scale and small-scale changes. In addition to the adapting configurations, the furniture should also respond to diverse leadership requiring varying aesthetics and working styles ranging from traditional to transitional to contemporary solutions.

(b) **Quality:** Workstation and private office solutions should provide a cost-effective solution, responsible to the public funds in a way that means enduring and easily maintained as well as holding up to multiple and sometimes frequent reconfigurations, including ancillary furniture that can withstand high traffic, public interface, while still appearing dignified, sophisticated, and timeless, while at the same time not being opulent or grand, but represents responsible spending of public funds.

(c) **Service:** In an environment that by the nature of the Legislature means constantly changing teams occupying the same spaces over decades, changes and reconfigurations will require a strong relationship between JRC, the Furniture Dealer, and the manufacturers the Furniture Dealer represents. Responsive, fast, and efficient service for issue and change-requests is critical, requiring the Furniture Dealer to have the resources and supply to maintain and service the Work, as needed.

(d) **Style:** JRC seeks furniture that is complimentary to style in the West Wing of the State Capitol, but that is not historic. The furniture can be wood, laminate, or a combination of both, and be able to support executives, clerical staff, and the public equally. JRC requests items that are of current design but with a high level of sophistication. This goal applies to the systems furniture, free standing desks, seating, conference tables, café furniture, and any accessories.

2.3. Phases of the Work

This Section 2.3 provides information regarding the anticipated phases of the Work. More detailed information regarding the Work will be included in the RFP and may differ from the high-level information provided in this RFQ.

The Furniture Dealer will be responsible for furnishing all labor, material, equipment, services, and support facilities for the Work. The Work is anticipated to include all of the following phases:

(a) **Furniture Verification Phase:** The Furniture Dealer will participate in meetings with JRC, the Architect, and other stakeholders, as required; will review and comment on the floor plans developed by Architect, and prepare strike-offs of furniture in those floor plans; and will confirm furniture programmatic requirements, including furniture verification services to confirm or adjust the program.

(b) **Collaborative Design Phase:** The Furniture Dealer will work with JRC, the Architect, and other stakeholders, as required, to address questions and concerns, provide recommendations, and develop furniture standards and solutions. At a minimum, the Furniture Dealer will develop typical furniture configurations, 3D views or renders, mock-ups, and other collateral materials, drawings, and renderings.

(c) **Furnishing Documentation Phase:** The Furniture Dealer will provide all furnishing documentation, and prepare and provide furniture installation plans, which, among other things, addresses any electrical or other specialty needs for the furniture. The Furniture Dealer will be responsible for retaining and coordinating with an electrical engineer, electrical contractor, or other specialty consultants and contractors, as required to complete the Work. The Furniture Dealer will also provide incremental cost estimates that identify the costs of the furnishings and the impact on the budget; and will participate in cost reconciliation meetings.

(d) **Procurement Phase:** The Furniture Dealer will be responsible for procuring the furniture selected by the JRC from the furniture manufacturer(s). The Furniture Dealer will attend weekly meetings that may include JRC, the Architect, and other stakeholders. The Furniture Dealer must have capacity to review and respond to all requests for information quickly in order to not impact or delay the progress of the Work or the NCAB Project. The Furniture Dealer will provide its reviews and recommendations in writing, and additional documentation relating to the Work, as requested by JRC.

(e) **Installation Phase:** The Furniture Dealer will be responsible for coordinating the delivery of, receiving, unpacking, setting up, placing, and installing the furniture, and providing project management services for the Work. The Furniture Dealer must be on-site to supervise delivery and installation activities. The Furniture Dealer will need to coordinate with JRC, the Architect, the CMR, and other stakeholders as necessary to ensure timely completion of the Work and to meet critical target dates established for the NCAB Project. The Furniture Dealer will be responsible for protecting the furniture and building finishes, repairing damage caused by the furniture installation, and cleaning up and disposing waste materials during the installation phase. The Furniture Dealer will be responsible for preparing a furniture punch list of Work that remains to be completed to achieve final acceptance by JRC, scheduling and coordinating a punch walk with JRC, and making timely corrections of punch-list items.

(f) **Ongoing Support Phase:** The Furniture Dealer will provide ongoing warranty services for the furniture, as agreed upon. The Furniture Dealer must have the capacity to respond to service calls quickly, which will be further defined in the RFP. In addition, after completion of the Work, the Furniture Dealer will provide additional procurement, installation, and repair services when future reconfigurations or upgrades are undertaken, if requested by JRC.

2.4. License Requirements

The Furniture Dealer or, if applicable, its subcontractor that provides installation services is required to hold, and maintain in good standing throughout the term of the Contract, a valid Class B, Class C-61/Sub D-34, or equivalent contractor license(s) from the State of California as required by the performance of the Work.

2.5. Completion Deadlines

It is essential that the Furniture Dealer completes all of the Work to ensure the NCAB is ready for occupancy as soon as possible after substantial completion of the NCAB Project. The deadline for substantial completion is currently anticipated to be October 2026. The RFP will contain additional details regarding deadlines.

3. NATURE OF AGREEMENT

3.1. Contract Type and Payment

Additional information regarding the contract type and payment will be included in the RFP.

3.2. Bonds, Insurance, and Indemnity

JRC anticipates that the Contract will require the Furniture Dealer to provide a payment bond in an amount equal to or greater than 100% of the Contract price for payment of persons performing labor and/or furnishing materials in connection with the Contract, and a performance bond in an amount equal to or greater than 100% of the Contract price as security for faithful performance of the Contract.

JRC anticipates that the Contract will require the Furniture Dealer to obtain, and keep in force during the term of the Contract, comprehensive general and automotive bodily injury and property damage liability insurance in the combined single limit of not less than one million dollars (\$1,000,000) per occurrence, including, but not limited to, medical expenses in an amount of not less than ten thousand dollars (\$10,000) for any one person, personal injury liability, broad form property damage liability, blanket contractual liability, and products liability, covering the operations and activities of the Furniture Dealer under the Contract. The policy must include the State of California, the Legislature of the State of California, the JRC, and their respective members, officers, employees, agents, consultants, representatives, and any other entity or individual acting on their behalf as additional insureds with respect to the Work performed under the Contract. The Furniture Dealer will also be required to obtain, and keep in force during the term of the Contract, workers' compensation insurance in conformity with applicable state law.

JRC anticipates that the Contract will require the Furniture Dealer to indemnify, defend, and hold JRC and related entities and persons harmless against third party and other claims as specified in the Contract.

3.3. Prevailing Wages

The Furniture Dealer and its subcontractors, if any, may be required to perform Work for which prevailing wages must be paid. Additional information regarding prevailing wages will be included in the RFP.

3.4. Warranties

The Furniture Dealer will be required to provide warranties of some or all of the Work for the period specified in the Contract.

The Furniture Dealer will be required to warrant that it possesses such expertise, experience, and resources to perform the Work in a diligent, timely, and professional manner consistent with the standards of the industry. The Furniture Dealer will be required to supply an adequate number of well-qualified personnel to perform the Work and make available a contact person authorized to remedy any nonconformity issues.

The Furniture Dealer will be required to use new products, parts, and components for all items purchased. The Furniture Dealer may use parts that are equal in performance to new parts for warranty replacement repair parts only as long as it does not violate manufacturers' warranty.

The Furniture Dealer will be required to warrant those products provided are free from defects in material and workmanship, given normal use and care, over the period of the manufacturer warranty.

Additional details regarding warranties and responsibilities will be included in the RFP.

3.5. Sustainable Design

The NCAB is required to achieve LEED Silver certification (at a minimum). LEED is a globally recognized framework to achieve healthy, efficient, carbon and cost saving buildings. The selected Furniture Dealer may be asked to provide relevant Environmental Product Declarations (EPDs) and WELL certificates from their manufacturers. The Furniture Dealer shall assist the JRC with points calculations for LEED certification as it pertains to the Work.

The furniture shall optimize the goals for the Work while minimizing operational costs to meet or exceed the stated sustainability goals.

The Contract may require Forest Stewardship Council (FSC) certified materials, which must be available or on special order.

3.6. Security Badges and Background Checks

The State Capitol Building is a 24-hour-per-day, 7-day-per-week operational facility with secured access. All persons assisting the Furniture Dealer with the performance of the Work who require access to the interior of the building to perform the Work may be required to obtain security badges from JRC before being granted access. To be eligible to receive a security badge, the person must undergo a background check of state and federal criminal history records and be approved by the JRC.

4. PROCUREMENT PROCESS

4.1. Overall Process

JRC will use a two-step procurement process to select the Furniture Dealer.

This RFQ is the first step in the procurement process and is issued to solicit information in the form of SOQs. JRC will evaluate the SOQs it receives in response to this RFQ and will select the Short-Listed Proposers that are the most highly qualified to perform in accordance with the procedures and evaluation criteria described in Part A, Section 6. JRC anticipates shortlisting two (2) to four (4) Proposers.

For the second step of the procurement process, JRC will issue an RFP to the Short-Listed Proposers. Short-Listed Proposers will be required to provide a cost estimate for the furniture in their Proposals. The cost estimate will include costs for the products, storage, shipping, delivery, and installation fees, taxes, and any project management or design fees associated with the phases of the Work described in Part A, Section 2.3. The RFP process will include disclosure of materials and communications that are confidential, and all Short-Listed Proposers will be required to execute a nondisclosure agreement, the form of which will be provided following short-listing. JRC will evaluate the Proposals it receives in response to the RFP and may select a Preferred Proposer, based on the evaluation criteria listed in the RFP, with whom to negotiate and finalize the Contract for award and execution.

JRC may require each Short-Listed Proposer to provide a showroom tour either prior to issuing the RFP or as part of the RFP process. The purpose of these tours is to observe samples and installations of the manufacturers represented by the dealership. Following these tours, questions or requests for information may be assembled and issued in writing to all Short-Listed Proposers.

JRC currently contemplates that a best value evaluation process will be used to evaluate Proposals. The RFP will set out JRC's rights and remedies if JRC is unable to finalize the terms and conditions of the Contract with the Preferred Proposer, the Preferred Proposer elects not to execute the Contract, or any other condition to execution of the Contract with the Preferred Proposer is not satisfied, which may include, without limitation, that JRC may select the next highest rated Short-Listed Proposer(s) in succession to finalize the Contract for award and execution. Alternatively, JRC may, at any time, terminate the procurement.

4.2. Questions and Requests for Clarification; Addenda

In order to facilitate receipt, processing, and response, the Proposers must submit all questions and requests for clarification in writing to the RFQ Procurement Contact by email or hard copy (if by hard copy, a USB flash drive containing the questions and/or requests for clarification must also be provided) at the email address or office address listed below.

The RFQ Procurement Contact for this RFQ is David Hart of MOCA Systems.

Where documents are submitted under this RFQ in hard copy or by email, the Proposers shall use the following address between the hours of 8:00 a.m. and 5:00 p.m. (PT) or email address, as applicable:

Address: MOCA Systems
Park Tower
980 9th Street, Suite 2140
Sacramento, CA 95814
Attention: David Hart, FAIA

Telephone: (916) 520-1571

Email: castatecapitolannex@mocasystems.com

The Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the "Furniture Dealer for the NCAB."

Questions and comments, including requests for clarification or interpretation, shall (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify the Proposer's identity in the body of the question; and (iv) be in a format compatible and readable by Microsoft Word.

JRC will provide responses to Proposers' clarification requests within a reasonable time following receipt, subject to the deadlines in Part A, Section 1.7. JRC will post responses to those questions of general application and requests for clarifications which JRC deems to be material and not adequately addressed in previously provided documents on the internet website <https://annex.assembly.ca.gov/bid-opportunities> ("Website").

No telephone, facsimile, or oral requests will be considered. No requests for additional information or clarification to any person other than the RFQ Procurement Contact as set out in this Part A, Section 4.2 will be considered. Questions from a Proposer shall be submitted only by a single representative of the Proposer, and must include the requestor's name, address, telephone number, and email address, and the Proposer that the requester represents.

The questions and JRC's responses will be in writing and posted on Website for all Proposers. JRC may rephrase questions as it deems appropriate and may consolidate similar questions. JRC may also create and answer questions independent of the Proposers' questions. JRC contemplates issuing multiple sets of responses at different times during the procurement process.

JRC reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Submittal Deadline set forth in Part A, Section 1.7 and will post any addenda on the Website. All addenda shall be in writing and shall only be posted to the Website. In issuing an addendum shortly before the SOQ Submittal Deadline, JRC shall consider whether an extension of the SOQ Submittal Deadline is warranted.

The Proposers shall monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letters (Form A) that they had access to all relevant materials posted on the Website.

5. SOQ SUBMITTAL REQUIREMENTS

5.1. General

JRC expects SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow JRC to evaluate the Proposers based on the criteria in this RFQ.

SOQs shall be submitted exclusively in the English language, inclusive of English units of measure, and financial terms in United States of America dollar denominations.

5.2. Format

The SOQ shall consist of one volume. Each responding Proposer shall submit one (1) original and four (4) copies (for a total of 5) of the SOQ. The original SOQ and each copy shall be separately bound with a wire or plastic binding, and shall be contained collectively in one or more durable, sealed containers.

The original SOQ must be clearly marked "Original" on its face and spine. Each copy of the SOQ shall be numbered 1 through 4 on its face and spine. The original SOQ and each copy shall have the Proposer's name clearly marked on the face and spine.

In addition to the hard copy SOQ submittal, each Proposer shall submit an electronic copy (on a USB flash drive) of the SOQ in searchable and printable format compatible with portable documents format (.pdf) (except that original executed letters need not be searchable) of the SOQ. The ".pdf" submission must be organized to correspond to the "tab" requirements in Part A, Section 5.3. The Proposer may elect to "index" the ".pdf" submission or provide a series of discrete ".pdf" files, named so as to correspond to the "tab" requirements in Part A, Section 5.3. The Proposer's "flash drive" of its electronic submission must be appended to the Proposer's original SOQ.

Submittals must be prepared on 8-1/2" x 11" sized white paper, except as noted below. Double-sided printing is requested. Each printed side shall be considered one page. 11" x 17" pages are only allowed (and shall be included in the page count and numbered by the Proposer as one page per printed side) for Form C, Form D, the organizational chart, and any schedules, but not for other narrative text. Printed lines may be single-spaced. The SOQ shall have all pages sequentially numbered and not exceed forty-five (45) pages. "Tabs," as referred to in Part A, Section 5.3 will not count towards the page limit for the SOQ.

The font size in the SOQ shall be no smaller than 11-point, except that the font in the organizational charts, graphics, and tables may be 10-point so long as the organizational charts, graphics, and tables are legible. Standard corporate brochures, awards, licenses, and marketing materials shall not be included in the SOQ.

5.3. Contents and Organization

Proposers must organize their SOQs in the order outlined in Part B of this RFQ. The Proposers are responsible for submitting with their SOQ all materials required by this RFQ. The SOQ may be subdivided as needed, so long as the Proposers "tab" the content of their SOQ to correspond to the section reference for ease of JRC's review. The JRC is entitled to base its evaluation on the entire SOQ.

5.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of the Proposer and additionally labeled as follows:

Response to the Request for Qualifications (RFQ No. 2316156) for a
Furniture Dealer for the NCAB Project

SOQs shall be delivered by hand or express mail courier to JRC's RFQ Procurement Contact at the address set forth in Part A, Section 4.2.

JRC will not accept regular mail, facsimile, or email submission of SOQs.

SOQs must be submitted by the SOQ Submittal Deadline set forth in Part A, Section 1.7. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by JRC during the hours set forth in Part A, Section 4.2 and up to the date and time of the SOQ Submittal Deadline.

The Proposers are solely responsible for ensuring that JRC receives their SOQs by the SOQ Submittal Deadline at the address listed in Part A, Section 4.2. JRC shall not be responsible for any delays in delivery beyond the control of JRC, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect, or incomplete addressing of deliveries, and other occurrences.

Where forms are provided for submittal (including Form A through Form D), the Proposers may not alter the forms, other than to complete the required information and to provide responses to the listed questions.

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

Each SOQ received by the SOQ Submittal Deadline will be reviewed for (a) the responsiveness of the Proposer to the requirements in this RFQ; (b) conformance to the RFQ instructions regarding organization and format; and (c) nonconformities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ. Those SOQs not responsive to this RFQ may be excluded from further consideration and the Proposer will be so notified. JRC may also exclude from consideration any Proposer whose SOQ contains a material misrepresentation.

6.2. Pass/Fail Evaluation

Following or in conjunction with evaluation of each SOQ for responsiveness, JRC will evaluate each SOQ based upon the following pass/fail criteria. A Proposer must obtain a “pass” on all pass/fail items in order for its SOQ to be evaluated qualitatively under Part A, Section 6.3.

(a) The SOQ contains an original executed transmittal letter (Form A) as required in Part B, Section 1.1(a).

(b) The Proposer is not currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state or local government, as described in Form B.

(c) The Proposer has completed at least one comparable project (e.g., projects of comparable scope and complexity to the Work) in the last seven (7) years that is 100,000 gross square feet or more.

(d) The Proposer has the minimum capability (as determined by JRC, in its sole discretion) to carry out the responsibilities for the Work potentially allocated to it in the Contract as demonstrated by the materials provided in the SOQ.

(e) The information disclosed in Form B does not, in JRC’s sole determination, materially adversely affect the Proposer’s ability to carry out the responsibilities for the Work potentially allocated to it.

(f) The Proposer, or the installation subcontractor that the Proposer will use for that portion of the Work, is currently licensed by the California Contractors State License Board State and holds a valid Class B, Class C-61/Sub D-34, or equivalent contractor license(s) as required for the performance of the Work.

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the “pass/fail” requirements above will be evaluated and scored according to the criteria below (100 points maximum).

(a) Relevant experience (20 points maximum): The extent and depth of the experience of the Proposer with performing and managing comparable projects (e.g., projects of comparable scope and complexity to the Work), including:

(i) Furnishing buildings with a gross floor area of 45,000 square feet or more (larger projects preferred) for either a public sector or private sector client;

(ii) Projects for public sector clients;

(iii) Projects that have historical significance and/or projects that include additions to historical landmark buildings; and/or

(iv) Projects in a 50-mile radius of Sacramento, California.

(b) Product lines (20 points maximum): The variety of the product lines suitable for the NCAB that are offered by the Proposer. Product lines should help JRC further its goals of flexibility, quality, service, and style, as set forth in Part A, Section 2.2, which includes being cost effective.

(c) Budget control (15 points maximum): Ability of the Proposer to establish, maintain, and manage a budget, and its ability to adjust to budget changes.

(d) Project management and team member expertise (10 points maximum): Demonstrated expertise and effectiveness in how the Proposer has managed, directed, or participated in comparable projects (e.g., projects of comparable scope and complexity to the Work). Demonstrated expertise of Proposer's team members in performing comparable scopes of work.

(e) Schedule control (10 points maximum): Ability of the Proposer to meet or improve upon the anticipated furniture schedule (Exhibit 1).

(f) Organizational performance (5 points maximum): Proposer's performance as an organization, including licensing history, disputes, and compliance with laws and regulations.

(g) Reference evaluation (5 points maximum): Degree of satisfaction expressed by the Proposer's client references from comparable projects (e.g., projects of comparable scope and complexity to the Work).

(h) Safety program effectiveness (5 points maximum): Ability of the Proposer to provide effective management oversight of safety services and programs in connection with the performance of work on comparable projects (e.g., projects of comparable scope and complexity to the Work).

(i) Quality control (5 points maximum): Proposer's quality control and ability to handle warranty callbacks and minimize response time for warranty callbacks.

(j) DVBE/SB (5 points maximum): Proposer's ability to help JRC further its minimum of three percent (3%) required participation for Disabled Veteran Business Enterprises ("DVBE(s)") and a twenty-five percent (25%) participation goal for Small Businesses ("SB(s)").

6.4. SOQ Evaluation Procedure

JRC anticipates using a selection committee appointed by JRC to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, JRC may request additional information or clarification from the Proposer or may request the Proposer to verify or certify certain aspects of its SOQ. The scope, length, and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the sole discretion of JRC.

Evaluations of SOQs are subject to the sole discretion of JRC and its staff, with assistance from such professional and other advisors as JRC may designate. JRC will make the final determinations of the Short-Listed Proposers, as it deems appropriate, in its sole discretion, and in the best interests of the NCAB Project.

Each Proposer will be notified in writing whether or not it has been selected for the short-list.

6.5. Changes in Proposer Organization or Key Personnel

Subject to the limitations in this RFQ, JRC will permit Short-Listed Proposers to add, delete, or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders the Proposer team, in JRC's sole determination, less qualified to undertake the Work. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without JRC's prior written consent:

- (a) Deletion, substitution, or change in the Proposer's Key Personnel (as that term is defined in Part B, Section 1.2(h)) identified in the SOQ; and
- (b) Change in the role or scope of work of the Proposer's Key Personnel, as specified in the SOQ.

If the Proposer is awarded the Contract, the Proposer's Key Personnel are expected to be available to serve in the role so identified in the SOQ. While JRC recognizes that personnel availability and scheduling issues impact the Proposers, the Proposers are urged only to identify and proffer Key Personnel who the Proposer reasonably believes will be available for, and intend to assign to work on, the Work for the positions identified. In order for a Proposer to remain qualified to submit a Proposal after it has been placed on the short-list, the Proposer's Key Personnel must remain intact for the duration of the procurement process (i.e., until execution of the Contract Documents), unless otherwise approved in writing by JRC.

The Proposers should note that, notwithstanding that a Proposer may be short-listed, JRC reserves the right to disapprove a particular Key Personnel individual and require a Short-Listed Proposer to replace such individual.

6.6. RFP Procedure and Evaluation

Proposers are advised that the evaluation criteria and weightings for the evaluation of the RFP Proposals will differ from the criteria in this RFQ to evaluate SOQs. In addition, the scores and evaluation of the SOQs shall not carry over or be used in the evaluation of the RFP Proposals, except to the extent expressly stated in the RFP.

7. COMMUNICATIONS, PUBLIC INFORMATION, AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Communications and Contacts

The following rules of contact shall apply during the procurement for the Work, effective as of the date of issuance of this RFQ through the execution of the Contract. These rules are designed to promote a fair, competitive, and unbiased procurement process. Additional rules or modifications to these rules may be issued by JRC in connection with the RFP. Contact includes face-to-face, telephone, facsimile, email, or formal written communication, either directly or indirectly by an agent, representative, promoter, or advocate of a Proposer.

The specific rules of contact during the RFQ phase (unless another period is otherwise noted) are as follows:

(a) No Proposer or any of its team members may communicate with another Proposer or its team members with regard to the RFQ, the RFP, or either team's SOQ or Proposal; provided, however, that subcontractors or consultants that are shared between two or more Proposers may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor or consultant will not act as a conduit of information between the Proposers.

(b) JRC shall be the sole contact for purposes of this procurement, the RFQ, and the RFP. The Proposers shall correspond with JRC regarding the RFQ and RFP only through designated representatives (which initially shall be the RFQ Procurement Contact as set out in Part A, Section 4.2).

(c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Contract, (ii) rejection of all Proposals by JRC, or (iii) cancellation of the procurement, no Proposer or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the Contract, or the procurement described in this RFQ with:

- Any member of the JRC;
- Any JRC staff, advisors, contractors, or consultants involved with the procurement except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the RFQ Procurement Contact, in his sole discretion;
- Legislative Counsel of California or staff of the Office of Legislative Counsel;
- Director or staff of DGS;

- Staff of the Governor’s office, including the Governor’s Director of Government Operations;
- Architect (Skidmore, Owings & Merrill LLP) or its subcontractor Lionakis Architects; and/or
- CMR (Turner Construction Company).

The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to this RFQ, the RFP, the Contract, the Work, or the NCAB Project, or limit participation in any public meetings.

(d) The Proposers shall not contact the following identified stakeholders regarding the Work or the NCAB Project, including employees, representatives, members, consultants, and advisors of the entities listed below. JRC shall provide any necessary coordination during the RFQ stage with such entities in order that, among other things, the procurement is implemented in a fair, competitive, and transparent manner and with uniform information:

- Members of the Assembly Committee on Rules;
- Members of the Senate Committee on Rules;
- Leadership of both houses of the Legislature;
- Lieutenant Governor’s office;
- DOF; and/or
- CHP.

Any information requests concerning these entities shall be sent to the RFQ Procurement Contact as set out in Part A, Section 4.2.

(e) Any communications determined to be prohibited or improper, at the sole discretion of JRC, may result in disqualification from this procurement.

(f) Any official information regarding the Work will be disseminated from JRC on official letterhead and communicated by the RFQ Procurement Contact as set out in Part A, Section 4.2.

(g) JRC will not be responsible for, and the Proposers may not rely on, any oral or written exchange or any other information or exchange that occurs outside the official process specified in this RFQ.

7.2. Public Records Laws

Once submitted, the SOQs shall become the property of JRC, and may not be returned to the Proposers.

SOQs will be subject to the Legislative Open Records Act (Gov. Code, § 9070 et seq.; the “LORA”) or the California Public Records Act (Gov. Code, § 7920.000 et seq.; the “CPRA”) (collectively referred to as “Public Records Laws”). The Proposers are encouraged to familiarize themselves with the Public Records Laws. In the event the Proposer submits any documents which the Proposer believes are not subject to disclosure pursuant to the Public Records Laws, it must conspicuously mark each document “CONFIDENTIAL” or “CONFIDENTIAL TRADE SECRETS” in the header or footer of each such page affected. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for JRC to treat the entire SOQ as public information.

JRC will not advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Laws or other applicable laws, as to the interpretation of such laws, or as to the definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on JRC by the Public Records Laws or other applicable law. JRC reserves the right to disagree with the Proposer’s assessment regarding confidentiality or proprietary nature of information in the interest of complying with the Public Records Laws.

In the event of any proceeding or litigation concerning the disclosure of any material submitted by the Proposer, JRC will be the custodian retaining the material until otherwise ordered by a court or such other authority having jurisdiction with respect thereto, and the submitting party will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that JRC reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys’ fees and costs) incurred by JRC in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by the Proposer objecting to the disclosure. Each Proposer shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall JRC, or any of its members, agents, representatives, consultants, or staff be liable to a Proposer or a Proposer team member for the disclosure of all or a portion of a SOQ submitted in response to this RFQ.

7.3. Organizational Conflicts of Interest

Without an exception granted by JRC, it is JRC’s policy that any person or firm under contract, or previously under contract with JRC to prepare procurement documents, preliminary plans, planning reports or other project development products for the NCAB Project will not be allowed to participate in any capacity on a Proposer team.

Exceptions to this policy may be granted by JRC, upon written request from such person or firm, if it is determined that the person’s or firm’s involvement is in the best interest of the public and does not constitute an unfair advantage, in the JRC’s sole discretion. The Proposer teams seeking such exception shall submit such written request as soon as possible (optimally no later than five days after the issuance of this RFQ) because JRC shall not extend the SOQ Submittal Deadline or be responsible for any inability or failure to respond prior to the SOQ Submittal Deadline to any such request.

The Proposer shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. The Proposer shall state how its interests or those of any of its team members, consultants, contractors, or subcontractors, including the interests of any chief executives,

directors, or Key Personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

The Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to this procurement, the Work, or the NCAB Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP;
- MOCA Systems;
- Architect (Skidmore, Owings & Merrill LLP) or its subcontractor Lionakis Architects;
- CMR (Turner Construction Company); and/or
- “Affiliates” of the foregoing (meaning parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, and other financially liable or responsible parties for the entity). Common ownership does not include the holding of stock in a publicly traded company unless such stock ownership is a majority position or results in control of the affected entity.

Such persons and entities are also prohibited from participating on a Proposer team as a contractor, subcontractor, or consultant.

By submitting its SOQ, each Proposer agrees that, if an organizational conflict of interest is discovered, the Proposer must make an immediate and full written disclosure to JRC that includes a description of the action that the Proposer has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose is determined to exist during the procurement process, JRC may disqualify the Proposer. If an organizational conflict of interest that the Proposer knew, or should have known about, but failed to disclose exists and the Proposer has entered into a Contract as Furniture Dealer, JRC may terminate the Contract. In either case, JRC reserves all legal rights and remedies. The Proposers should not view the foregoing list as an exhaustive list of those firm(s) that have or may have conflicts of interest.

8. PROTEST PROCEDURES; DEBRIEFINGS

8.1. Applicability and Process

This Part A, Section 8 sets forth the sole and exclusive protest remedies available with respect to this RFQ. These provisions prescribe the sole and exclusive procedures for protests regarding:

- (a) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed JRC’s authority;
- (b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria in this RFQ; and
- (c) Short-listing determinations.

8.2. Required Early Communication for Certain Protests

Protests concerning the issues described in Part A, Section 8.1 may be filed only after the Proposer has informally discussed the nature and basis of the protest with JRC, following the procedures prescribed in this Part A, Section 8.2. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to the RFQ Procurement Contact as specified in this Part A, Section 4.2. The written request shall include an agenda for the proposed one-on-one meeting. JRC will designate an individual or individuals to meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, JRC may make appropriate revisions to the RFQ documents by issuing addenda.

8.3. Deadlines for Protests

(a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than seven (7) days after issuance of the RFQ, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five (5) days after the addendum is issued.

(b) Protests concerning the issues described in Part A, Section 8.1(b) must be filed no later than seven (7) days after the Proposer's receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria in this RFQ. The notification will be sent via email to the Proposer's representative listed in Form B.

(c) Protests concerning the issues described in Part A, Section 8.1(c) must be filed no later than seven (7) days after Proposer's receipt of the notification of short-listing. The notification will be sent via email to the Proposer's representative listed in Form B.

8.4. Content of Protest

Any protest shall contain a full and complete written statement specifying in detail the grounds of the protest and the facts supporting the protest and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. The protest shall also include the name and address of the protestor and the RFQ or contract number. Statements shall be sworn and submitted under penalty of perjury.

8.5. Filing of Protest

Protests shall be filed by hand delivery or express mail courier on or before the applicable deadline to the RFQ Procurement Contact at the address set forth in Part A, Section 4.2. For any protests filed after the SOQ Submittal Deadline, the Proposer filing the protest shall concurrently send a copy of the protest to the other Proposers whose addresses may be obtained by contacting the RFQ Procurement Contact as set out in Part A, Section 4.2.

8.6. Comments from Other Proposers

Other Proposers may file statements in support of or in opposition to the protest within five (5) days of the filing of the protest. JRC shall promptly forward copies of all such statements to the protestor. Any statements shall be sworn and submitted under penalty of perjury.

8.7. Burden of Proof

The protestor has the burden of proving its protest by clear and convincing evidence. JRC may discuss the protest with the protestor and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

8.8. Decision on the Protest

JRC or its designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest. If necessary to address the issues raised in a protest, JRC may make appropriate revisions to this RFQ by issuing an addendum.

The written decision of JRC or its designee shall be final and non-appealable.

8.9. Protestor's Payment of Costs

If a protest is denied, the Proposer filing the protest shall be liable for JRC's costs reasonably incurred to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by JRC as a consequence of the protest.

8.10. Rights and Obligations of Proposers

Each Proposer, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to the Proposer under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this section, it shall indemnify, defend, and hold JRC and its officers, employees, agents, and consultants harmless from and against all liabilities, fees, and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

8.11. Debriefings

All Proposers submitting SOQs will be notified in writing of the results of the evaluation process. The Proposers not short-listed may request a debriefing within ten (10) days of notification of short-listing. Debriefings shall be provided at JRC's earliest feasible time after written notification of the Short-Listed Proposers. The debriefing shall be conducted by a procurement official familiar with the rationale for the short-list decision.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Proposer's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Proposer's SOQ; and

(c) Provide information on areas in which the unsuccessful Proposer's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

9. JRC'S RESERVED RIGHTS

In connection with this procurement, JRC reserves to itself all rights (which rights shall be exercisable by JRC in its sole discretion) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to do any of the following:

(a) Modify the procurement process to address applicable law and/or the best interests of JRC.

(b) Revise the scope, type, structure, and specific terms of this procurement.

(c) Modify the scope of the Work or the NCAB Project during this procurement.

(d) Develop the Work, including any portion thereof, in any manner that it, in its sole discretion, deems necessary. If JRC is unable to negotiate a Contract to its satisfaction with a Preferred Proposer, it may negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other development or solicitations relating to the Work and/or the NCAB Project, or exercise such other rights under applicable law as it deems appropriate.

(e) Cancel this RFQ or the subsequent RFP, in whole or in part, at any time prior to the execution by JRC of a Contract, without incurring any cost obligations or liabilities.

(f) Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.

(g) Not short-list any Proposer responding to this RFQ.

(h) Not issue an RFP.

(i) Reject any and all submittals, responses, and SOQs received at any time.

(j) Modify all dates specified or projected in this RFQ.

(k) Terminate evaluations of responses received at any time.

(l) Suspend and terminate Contract negotiations at any time, elect not to commence Contract negotiations with any responding Proposer, and engage in negotiations with other than the highest ranked Proposer.

(m) Issue addenda, supplements, and modifications to this RFQ.

(n) Appoint evaluation committees to review SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants in SOQ evaluation as JRC deems appropriate.

(o) Require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ.

(p) Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.

(q) Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.

(r) Negotiate with a Proposer without being bound by any provision in its Proposal.

(s) Waive nonconformities, irregularities, and apparent clerical mistakes in this RFQ process or an SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.

(t) Disqualify any Proposer that changes its submittal after the SOQ Submittal Deadline without JRC's approval.

(u) Disqualify any Proposer under this RFQ, the RFP, or during the period between the RFQ and RFP for violating any rules or requirements of the procurement in this RFQ, the RFP, or in any other communication from JRC.

(v) Add to the short-list of Proposers any Proposer that submitted a SOQ in order to replace a previously short-listed Proposer that withdraws or is disqualified from participation in this procurement.

(w) Exercise any other right reserved or afforded to JRC under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind JRC to enter into a contract or proceed with the procurement described in this RFQ. JRC assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Proposer.

PART B

Statement of Qualifications

The Proposers are required to assemble their SOQs in the order prescribed and following the outline form contained in this Part B. Italics indicate explanations or instructions to the Proposer as opposed to a request for information. For the convenience of the Proposers, an outline of the submittal requirements is included as Exhibit 2.

1. SOQ COMPONENTS

The SOQ shall contain the following:

1.1. General

(a) **Transmittal Letter (Form A):** A duly authorized official of the Proposer must execute the transmittal letter in blue ink.

(b) **Executive Summary:** An Executive Summary, not exceeding three (3) pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with the Proposer's SOQ and its ability to satisfy the requirements of the Work.

(c) **SOQ Index:** An index of the contents within the SOQ, including the page numbers within the SOQ at which each section of the contents is located.

(d) **Confidential Contents Index:** A page executed by a duly authorized official of the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located, that the Proposer deems confidential, trade secret, or proprietary information protected from disclosure under the Public Records Laws; provided, however, if there are no page numbers for the specific item (and if page numbers are not required pursuant to this RFQ), the index need not include page numbers, but should provide a clear description of the location of the item. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for JRC to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this subdivision (d) is intended to provide input to JRC as to the confidential nature of a Proposer's SOQ, but in no event shall such list be binding on JRC, determinative of any issue relating to confidentiality or a request under the Public Records Laws or override or modify the provisions of or JRC's responsibilities under the Annex Act.

1.2. Proposer Organization, Experience, and Qualifications

(a) **Proposer:** Identify the legal name of the Proposer. The Proposer must be a legal entity and may not be a division or business unit of a legal entity (in such case, the legal entity would be the Proposer). If the name is a "doing business as," identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number, and email address. Identify the legal name and nature of the Proposer and the state of its organization. If a Proposer has branch offices, state which office will be performing the majority of the Work.

(b) **Proposer's Team and Management Structure:** Describe the Proposer's team and management structure, including its allocation of roles and responsibilities within the Proposer team and how the Proposer will internally operate.

(c) **Organizational Chart:** Provide an organizational chart that sets forth the Proposer's structure, including the reporting relationships and relative ranks of the Proposer's team members.

(d) **Product Lines List:** Provide a complete listing of the product lines available from the Proposer for procurement, categorized by the following types of products: (i) office deskings furniture; (ii) workstations and systems furniture; and (iii) ancillary furniture that supports an office environment. The listing should include a brief description of each product line.

(e) **Proposer Questionnaire (Form B):** Provide general information on the Proposer's qualifications, ability to perform the Work, organizational performance, and related information.

(f) **Relevant Experience Matrix (Form C):** Describe relevant experience held by the Proposer with performing and managing comparable projects (e.g., projects of comparable scope and complexity to the Work) on Form C, including:

(i) Furnishing buildings with a gross floor area of 45,000 square feet or more (larger projects preferred) for either a public sector or private sector client;

(ii) Projects for public sector clients;

(iii) Projects that have historical significance and/or projects that include additions to historical landmark buildings; and/or

(iv) Projects in a 50-mile radius of Sacramento, California.

Include no more than seven (7) projects in which the Proposer or the Proposer's Key Personnel played a significant role during the past seven (7) years (measured from the date of issuance of this RFQ). For each project, include a project description describing the relevance of the project, and why the experience gained on the project will provide value to JRC should the Proposer be awarded the Contract for the Work. List on Form C in descending order from most to least relevant.

(g) **Project Sheets:** Provide a separate project sheet for each project listed in Form C. Each project sheet should include a description of the project, the square footage of the project site furnished, the industry the project site is used for (e.g., school site, law office, government office), the parties involved in the project, and the Proposer's team members involved in the project and their roles. Project sheets may be provided as an appendix and will not count towards the page limit for the SOQ.

(h) **Proposed Team Qualification Matrix (Form D):** Describe the Proposer's proposed team members who, if the Proposer is awarded the Contract, would play significant roles on the Work or any other material personnel that the Proposer wishes to identify ("Key Personnel"). For each individual, identify the role they would play on the Work and provide information on their qualifications and experience, as indicated in Form D. This does not replace the organizational chart.

(i) **Resumes:** Provide separate resumes of not more than one (1) page each for each of the Proposer's Key Personnel identified in Form D and for any other member of the Proposer's management

team whose name appears on the organizational chart. Resumes may be provided as an appendix and will not count towards the page limit for the SOQ.

(j) **References:** Provide three (3) client references from comparable projects (e.g., projects of comparable scope and complexity to the Work) that the Proposers or its Key Personnel worked on during the past seven (7) years (measured from the date of issuance of this RFQ). For each client reference, please include the name of the client/entity; the project title and location; the dates on which the Proposer or its Key Personnel worked on the project; and the name, telephone number, and email address of a contact person for the client/entity. The Proposers are requested to verify that contact information is correct and are advised that if the contact information provided is not current, JRC may elect to exclude the experience represented in determining the Proposer's qualifications. JRC will contact the client references supplied by the Proposer and also may contact other potential references not listed.

(k) **Proposed Process and Budget Management:** Provide a high-level proposed process, not exceeding five (5) pages, describing the Proposer's proposed process for performing the Work, including how the Proposer would establish, maintain, and manage a budget on a project of this size. Short-Listed Proposers will be asked to provide more detailed information on their proposed process and budget management during the RFP process.

(l) **Safety:** Describe the experience of the Proposer in providing effective management oversight of safety services and programs in connection with the performance of work on comparable projects (e.g., projects of comparable scope and complexity to the Work).

(m) **Quality Control:** Describe the Proposer's approach to quality control. Provide information on how the Proposer minimizes warranty callbacks and its typical response time for warranty callbacks. (Typical response time is from initial request by the client to final resolution of issue to the client's satisfaction.)

PART C

Forms

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FORM A
TRANSMITTAL LETTER

Proposer name: _____

_____, 2023

Joint Rules Committee
1021 O Street, Suite 6250
Sacramento, CA 95814
Attention: David Hart, RFQ Procurement Contact

The undersigned (“Proposer”) submits this Statement of Qualifications (this “SOQ”) in response to the Request for Qualifications (RFQ No. 2316156) dated September 7, 2023 (as it may be amended, the “RFQ”), issued by the Joint Rules Committee (“JRC”), to work in collaboration with JRC and other stakeholders in the selection, specification, procurement, and installation of furniture (“Work”) for the New Capitol Annex Building project (“NCAB Project”). Initially capitalized terms not otherwise defined in this letter have the meanings given in the RFQ.

Enclosed, and by this reference incorporated in this RFQ and made a part of this SOQ, are the following:

Transmittal Letter (this Form A), Executive Summary, Index, Confidential Contents Index, and Proposer Organization, Experience, and Qualifications information (including Forms B, C, and D).

The Proposer acknowledges access to all materials posted on the Website with respect to the Work. The Proposer further acknowledges that it received the following addenda and sets of questions and answers to the RFQ:

[Insert any Addendum # and date]

[Insert any Q&A Matrix # and date]

[Proposer to list any other addenda to this RFQ and sets of questions and answers by dates and numbers prior to executing Form A]

The Proposer represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ.

The Proposer understands that JRC is not bound to short-list any Proposer and may reject each SOQ that JRC may receive.

The Proposer further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the procurement process for the Work will be borne solely by the Proposer.

The Proposer agrees that JRC will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in the RFQ.

The Proposer acknowledges and agrees to the protest provisions in the RFQ and understands that those provisions limit the Proposer's rights and remedies to protest or challenge the RFQ or any determination or short-listing thereunder.

This SOQ shall be governed by and construed in all respects according to the laws of the State of California.

The Proposer's business address:

(No.) (Street) (Floor or Suite)

(City) (State or Province) (ZIP or Postal Code) (Country)

State or Country of Incorporation/Formation/Organization: _____

By: *[Insert legal name of Proposer entity or, if the Proposer is a partnership or joint venture, insert the general partner's or member's name]*

Signature: _____

Print Name: _____

Title: _____

FORM B
PROPOSER QUESTIONNAIRE

General Information and Instructions

The Proposer must complete all portions of this Proposer Questionnaire (Form B), with additional information attached or included in the SOQ if the space provided does not suffice. Failure to include the information called for may result in disqualification. Please do not leave any blank spaces; if not applicable, so state.

This Form B must be signed under penalty of perjury as specified and by an individual who has the legal authority to bind the Proposer. If any information provided by the Proposer becomes inaccurate before JRC selects the Short-Listed Proposers or, if the Proposer is selected as a Short-Listed Proposer, before the Contract between JRC and the selected Proposer is executed, the Proposer must immediately notify JRC and provide updated accurate information in writing, under penalty of perjury.

Unless otherwise indicated, the Proposer shall not include in this Form B information regarding the experience, qualifications, or metrics of affiliates or industry partners, such as furniture manufacturers.

Proposer Information

Name of Proposer: _____

Year established: _____ State/county of organization: _____

Proposer's licenses, registrations, and credentials: _____

Contractor license number(s), if any: _____

Name of Proposer's authorized representative executing this Form B: _____

Representative's Title: _____

Representative's Phone No.: _____ Email address: _____

Type of Business Organization (check one):

- ☐ Corporation
- ☐ Partnership
- ☐ Joint Venture
- ☐ Limited Liability Company
- ☐ Other (describe) _____

Business address: _____

Headquarters address: _____

Location of office performing the Work: _____

If the Proposer completing this Form B is a partnership, joint venture, or limited liability company, provide the name and role of each partner, joint venture member, or member firm, as applicable: _____

General

1. Has the Proposer read the RFQ in its entirety, understands its terms, and agrees that the Proposer is able to comply with all requirements set forth in the RFQ?

☐ Yes ☐ No

2. Does the Proposer have an office located within a 50-mile radius of the State Capitol Building in Sacramento, California?

☐ Yes ☐ No

3. Does the Proposer, or the installation subcontractor that the Proposer will use for that portion of the Work, possesses a valid Class B, C-61/Sub D-34, or equivalent contractor license(s) from the State of California as required for the performance of the Work?

☐ Yes ☐ No

4. Has the Proposer completed a comparable project (e.g., projects of comparable scope and complexity to the Work) in the last seven (7) years that is 100,000 gross square feet or more?

☐ Yes ☐ No

Products and Scope of Work

5. Can the Proposer meet the product demands for the Work based on the size of the NCAB and the other specifications set forth in the RFQ?

☐ Yes ☐ No

If no, please explain: _____

6. Can the Proposer provide product lines that are manufactured in the United States?

☐ Yes ☐ No

If yes, please list which product lines: _____

7. Can the Proposer provide product lines that are assembled in the United States?

☐ Yes ☐ No

If yes, please list which product lines: _____

Anticipated Furniture Schedule

8. Can the Proposer meet the schedule set forth in Exhibit 1 to the RFQ?

☐ Yes ☐ No

If no, please explain and, if applicable, provide an alternate schedule showing the proposed delivery and installation dates as well as the variation in the deliverables: _____

9. Does the Proposer have any suggestions for improving the schedule set forth in Exhibit 1 to the RFQ (e.g., increase the efficiency of the Work, decrease any unnecessary delays)?

☐ Yes ☐ No

If yes, please describe the suggested improvement and, if applicable, provide an alternate schedule showing the improvement: _____

DVBE/SB

10. Is the Proposer currently certified by the Department of General Services as a Disabled Veteran Business Enterprise ("DVBE"), as that term is defined in Section 999 of the Military and Veterans Code?

☐ Yes ☐ No

11. Is the Proposer currently certified by the Department of General Services as a Small Business ("SB"), as that term is defined in Section 14837 of the Government Code?

☐ Yes ☐ No

12. If awarded the Contract, will the Proposer commit to using certified DVBE(s) or SB(s) as subcontractors and/or material suppliers for the Work?

☐ Yes ☐ No

If yes, please explain: _____

Organization, History, Organizational Performance, and Compliance with Laws

13. How many years has the Proposer been in business in California under its present business name and license number? _____ Years

14. Does the Proposer need to resolve any federal or state legal issues relating to the Proposer in order to deliver the Work and perform the Furniture Dealer's obligations under the Contract?

☐ Yes ☐ No

If yes, please explain: _____

15. Has the Proposer or any current officer, director, or employee of the Proposer been indicted or convicted of fraud, bribery, collusion, conspiracy, antitrust violations, or other contract-related crimes or violations, or any other felony or serious misdemeanor, within the past ten (10) years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain: _____

16. Has the Proposer ever sought protection through receivership or under any provision of any bankruptcy act within the past ten (10) years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain: _____

17. Has the Proposer ever been disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government, any state or local government, or any foreign governmental entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please explain: _____

18. Has the Proposer ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to a public entity within the past ten (10) years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry. _____

19. Has any furniture supply or installation project performed or managed by the Proposer involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten (10) years (measured from the date of issuance of this RFQ)?

☐ Yes ☐ No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide client contact information including telephone numbers. _____

20. Has the Proposer been found, adjudicated, or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs, and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten (10) years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et. seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

☐ Yes ☐ No

If yes, please explain: _____

21. Has the Proposer been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Office of Labor Commissioner, federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten (10) years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

☐ Yes ☐ No

If yes, please explain: _____

22. With respect to each of Questions 15-21 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the Proposer that could result in the Proposer being found liable, guilty, or in violation of the matters referenced in Questions 15-21 and/or subject to debarment, suspension, removal, or disqualification by the federal government, any state or local government, or any foreign governmental entity?

☐ Yes ☐ No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 15-21: _____

23. Has there been any violation of the Contractors State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, including alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act (FICA) withholding requirements settled against the Proposer?

☐ Yes ☐ No

If yes, please explain: _____

24. In the past five years, have there been any citations, assessed penalties, or settlements against the Proposer for any serious, willful, or repeat violations of Part 1 (commencing with Section 6300) of Division 5 of the Labor Code or the federal Occupational Safety and Health Act of 1970 (Public Law 91-596)?

☐ Yes ☐ No

If yes, please explain: _____

25. Has there been any instance where the Proposer or its owners, officers, or managing employees submitted a bid on a public works project and were found to be nonresponsive or were found by an awarding body not to be a responsible bidder?

☐ Yes ☐ No

If yes, please explain: _____

26. Has there been any settled adverse claim, dispute, or lawsuit between the owner of a public works project and the Proposer during the last five (5) years in which the claim, settlement, or judgment exceeded fifty thousand dollars (\$50,000).

☐ Yes ☐ No

If yes, please explain: _____

27. In the past five (5) years, has the Proposer had liquidated damages assessed against it during or after completion of a contract?

☐ Yes ☐ No

If yes, please explain: _____

28. In the past five (5) years, has the Proposer been convicted of violating a state or federal law respecting the employment of undocumented persons?

☐ Yes ☐ No

If yes, please explain: _____

29. Has the Proposer ever been an "expatriate corporation" as that term is defined in subdivision (b) of Section 10286.1 of the Public Contract Code?

☐ Yes ☐ No

If yes, provide the date such "expatriate corporation" was established: _____

If yes, does the entity meet the requirements of subparagraph (A) or (B) of paragraph (2) of subdivision (b) of Section 10286.1 of the Public Contract Code?

☐ No

☐ Yes, the entity meets the requirements of subparagraph (A) thereof; or

☐ Yes, the entity meets the requirements of subparagraph (B) thereof.

30. In the past five (5) years, has the Proposer had any license, credential, or registration revoked or suspended?

☐ Yes ☐ No

If yes, please provide specific details including date(s), reason(s), for revocation or suspension, whether same was reinstated, and any conditions thereto: _____

FORM B (continued)
QUESTIONNAIRE CERTIFICATION

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY A GENERAL PARTNER, OWNER, PRINCIPAL, OR CORPORATE OFFICER AUTHORIZED TO LEGALLY COMMIT THE PROPOSER, AND SUBMITTED WITH THE QUESTIONNAIRE.

The signer of this declaration recognizes that the information submitted in the attached Form B is for the express purpose to allow the Proposer to participate in the NCAB Project as the Furniture Dealer. The signer has read and understands the requirements for the Work, and has read and understands the instructions for completing this certification form.

DECLARATION

I, (printed name) _____, state that I am the (title) _____ of the Proposer. I certify that I have read and understood the questions contained in the attached Form B, and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this questionnaire is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements on the questionnaire may result in disapproval of the right to participate in this procurement. I declare under penalty of perjury under the laws of the State of _____ that the foregoing is true and correct.

I authorize JRC to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the questionnaire or to develop other information deemed relevant by JRC.

Signature of Certifying Individual

Date Signed

NOTICE TO PROPOSERS

A material and false statement, omission, or fraudulent inducement made in connection with this questionnaire is sufficient cause for disapproval of the Proposer's participation in the procurement. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

FORM C
RELEVANT EXPERIENCE MATRIX

Describe relevant experience held by the Proposer with performing and managing comparable projects, as described in Part B, Section 1.2(f) of this RFQ.

Project Name	Client name and address	Project Description Generally describe the project, including when your firm was brought into the project and how you managed it. Describe the relevance of the project (including whether project occurred in a 50-mile radius of Sacramento, California) and why the experience gained on the project will provide value to JRC should your firm be awarded the Contract for the Work.	Historical Significance or addition to historical landmark building? Yes/No	Primary product line used for workstations and private offices, if applicable.	Square Footage (Gross floor area)	Furniture Budget	Total Furniture Cost	Project Start Date (Date your firm began working on project)	Project Completion Date (Date you completed the work. If you have an ongoing service agreement, list the end date of the initial project identified)	Project Delivery Was Project Design-Build? Yes/No	Was Furniture Deadline met, and if not, explain why.	Was this a project for a public sector client? If yes, indicate if it was federal, state, or county funded	Do you have an ongoing service contract with Client that is continuing after the completion of the original contract? Yes/No, and provide a brief description.	Have you completed any reconfigurations after the initial project was completed? If yes, describe the reconfiguration(s) and how they were managed.	If yes, to prior question, approximately what percent of product has been reconfigured since the initial installation?
1.								Year / Month	Year / Month						
2.								Year / Month	Year / Month						
3.								Year / Month	Year / Month						
4.								Year / Month	Year / Month						
5.								Year / Month	Year / Month						
6.								Year / Month	Year / Month						
7.								Year / Month	Year / Month						

FORM D
PROPOSED TEAM QUALIFICATION MATRIX

Describe the Proposer’s proposed team members, as described in Part B, Section 1.2(h) of this RFQ.

Proposed team member name	Title / proposed role on the project	Brief description of how you define that role and their role and responsibilities on this project	Years with the firm	Percent of time estimated, relevant to other team members over the duration of the project	Team member experience	Project 1 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 2 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 3 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 4 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 5 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 6 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Project 7 from Form C If yes, list % involvement compared to that of your total team over duration of that project	Credentials: List any credentials that you feel are relevant	Years of Experience	Prior Experience (if applicable) Other relevant experience / projects and why they are relevant, including whether the person's role on the projects listed on Form C, if applicable.	
					<div>For each project listed on Form C, indicate with a Yes or No if the team member had a role on the project.</div> <div>It is understood that firm staff changes over time, and it is not a requirement that all team members be affiliated with each project</div> <div></div>											

EXHIBIT 1

ANTICIPATED FURNITURE SCHEDULE

JRC anticipates the Work proceeding in accordance with the schedule below. These dates are subject to change and the selected Furniture Dealer must be able to accommodate changes in the schedule.

Issue RFP	January 2024
Proposal Submittal Deadline	April 2024
Identification of Preferred Proposer	May 2024
Award and Execution of Contract	June 2024
Dealer Collaborative Design & Documentation Phase Furniture Types Verification and Product Selection Allocation of Furniture Packages Finish Specifications Mockups, Renderings, and Sampling Dealer Documentation	June 2024 – April 2025
Purchase Order Approval	March 2025 – May 2025
Manufacturing / Shipping	May 2025
Delivery / Installation begins on Site	December 2025
Certificate of Occupancy	October 2026

EXHIBIT 2

SOQ SUBMITTAL OUTLINE

SOQ Components	Form (if any)	RFQ Section Cross Reference
<i>Submit 1 original and 4 hard copies of the SOQ, plus one electronic copy on a USB flash drive</i>		
1.1 GENERAL		
(a) Transmittal Letter	Form A	Part B, Section 1.1, (a)
(b) Executive Summary (<i>not to exceed 3 pages</i>)	--	Part B, Section 1.1, (b)
(c) SOQ Index	--	Part B, Section 1.1, (c)
(d) Confidential Contents Index	--	Part B, Section 1.1, (d)
1.2 PROPOSER ORGANIZATION, EXPERIENCE, AND QUALIFICATIONS		
(a) Proposer	--	Part B, Section 1.2, (a)
(b) Proposer's Team and Management Structure	--	Part B, Section 1.2, (b)
(c) Organizational Chart	--	Part B, Section 1.2, (c)
(d) Product Lines List	--	Part B, Section 1.2, (d)
(e) Proposer General Questionnaire	Form B	Part B, Section 1.2, (e)
(f) Relevant Experience Matrix	Form C	Part B, Section 1.2, (f)
(g) Project sheets (<i>may be provided as an appendix and will not count towards the SOQ's page limit</i>)	--	Part B, Section 1.2, (g)
(h) Proposed Team Qualification Matrix	Form D	Part B, Section 1.2, (h)
(i) Resumes (<i>not to exceed 1 page each; may be provided as an appendix and will not count towards the SOQ's page limit</i>)	--	Part B, Section 1.2, (i)
(j) References	--	Part B, Section 1.2, (j)
(k) Proposed Process and Budget Management (<i>not to exceed 5 pages</i>)	--	Part B, Section 1.2, (k)

SOQ Components	Form (if any)	RFQ Section Cross Reference
(l) Safety	--	Part B, Section 1.2, (l)
(m) Quality Control	--	Part B, Section 1.2, (m)

This Exhibit 2 is provided as a convenience to the Proposers. The Proposers shall submit a compliant and responsive SOQ that includes the elements and documents required by this RFQ, and any omission or error in Exhibit 2 shall not be deemed a waiver of any required element or document.