

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

**REQUEST FOR QUALIFICATIONS (RFQ NO. 2000505)**

**FOR THE**

**REPLACEMENT OF THE EXISTING  
CALIFORNIA STATE CAPITOL ANNEX**

**THROUGH A**

**CONSTRUCTION MANAGER AT RISK CONTRACT**

**RFQ Issuance Date: December 2, 2019**

**SOQ Submittal Deadline: January 15, 2020, 12:00 p.m. (Pacific Time)**

**Owner's Representative: David H. Hart, FAIA**

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# PART A

## 1. INTRODUCTION

### 1.1. Introduction

The Joint Rules Committee of the Legislature of the State of California (“JRC”) is pleased to present this Request for Qualifications (“RFQ”) to prospective entities (the “Proposers”) interested in submitting Statements of Qualifications (“SOQs”) for the demolition and replacement of the existing California State Capitol Annex and other potential improvements in Sacramento, California, as described in Part A, Section 2.1 (“Project”) through a construction manager at risk (“CMR”) contract.

The fixed limit of construction costs (“FLCC”) for construction of the Project is \$500,000,000.

JRC is currently in the process of procuring the services of a design firm (“Architect/Engineer”) to provide the design and layout of the Project in collaboration with CMR.

Initially capitalized terms not otherwise defined in this RFQ have the meanings set forth in Exhibit 1. Use of the term “include”, “includes” or “including” should be read as if followed by the words “without limitation” or “but not limited to”, as the case may be.

### 1.2. Contract Model

It is anticipated that CMR will undertake the Work for a guaranteed maximum price payable as progress payments, as further described in Part A, Section 3.1.

### 1.3. Project Goals

The Project includes the following goals:

- Respect for Seat of California State Government. Visitors, employees, and government officials should recognize and feel pride in California and the California State Government.
- One Building. The overall feel of the building is to be that of one structure and to be consistent with, and sympathetic to, the historic West Wing of the State Capitol Building (“West Wing”) and the new Capitol Visitor/Welcome Center.
- Adjacency to Everything. Even in a very large building, spatial elements are strategically located to reinforce the “One Building” concept and are easily accessed by Members of the Legislature and staff.
- Dignity and Symbolism. Throughout the Capitol, important symbols of California State Government and history abound, including the architecture of the State Capitol Building and its dome, rich in symbolism and expressing the elements and the aspirational attitude

of the State Capitol Building and what it means to the lives of the people of California shall be incorporated to reinforce the “One Building” aspiration.

- Access to All. Accessibility empowers all citizens to actively engage in the government.
- Inclusive and Welcoming. The new Annex should convey an inclusive and welcoming environment for all visitors, employees, and government officials. It should inspire a deep appreciation and pride in California’s state governmental institutions.
- Functional. The new Annex should be a functional facility that contains appropriate special adjacencies and structural, mechanical, plumbing, and electrical systems that enable the space and the technology to facilitate the Work of the building.
- Secure and Safe. Providing a secure and safe modern facility for all occupants is critical to the overall function of the building. Enabling the public’s participation within the building and to have their varied points of view received and respected is essential to the democratic form of government.
- Protecting Existing Trees. There are several mature and large trees located around the existing Annex. The construction of the Project is expected to impact some existing trees. The design will need to provide protection to the remaining existing trees such that they are not damaged or impacted.
- Cost Effective. Provide a cost-effective Project solution for the demolition and replacement of the existing Annex.
- Schedule. The Project must be complete and ready for the Legislature to move into by September 2025. This is based upon the available time that the Legislature has to move when out of session in a non-election, odd-numbered legislative calendar year.
- Promoting a Safe Construction Environment. All people working on or associated with the Project should have a safe construction environment during the construction of the Project.

#### **1.4. Procuring Entity**

JRC is the procuring and contracting entity for the Project. Any contracts entered into as a result of this procurement will be with JRC. This is not a California Department of General Services (“DGS”) procurement. JRC will be collaborating in the procurement with DGS.

#### **1.5. Role of Joint Rules Committee**

JRC is the lead sponsor agency and generally responsible for the following activities:

- Overall program administration;
- Overall project management and oversight;

- Preparation of this RFQ and a Request for Proposals (“RFP”), evaluation of SOQs, determination of the Short-Listed Proposers, evaluation of Proposals, and selection of CMR and award of a Contract;
- Setting the general conceptual direction through the Project Definition Documents;
- Contract administration;
- Quality verification and audit of the Work and services of CMR;
- Provision of certain due diligence information and data included in the RFP;
- Review and approval of CMR’s scope of services and payment for such services; and
- Public relations, community outreach and media efforts.

JRC may use its consultants in fulfilling or assisting with some or all of the responsibilities described in this Part A, Section 1.5. JRC has retained MOCA Systems as the Owner’s Representative for the Project.

## **1.6. General Overview of Work**

CMR will be responsible for collaborating with JRC, MOCA and the Architect/Engineer in obtaining final approval by JRC of, the design, budget and schedule for the Project and for constructing the Project in accordance with the approved design and all related documents and specified requirements of the Contract. All Work will be in accordance with applicable building codes, standards, federal, state, and local law and approvals, including the ADA, industry best practices, and the requirements of the Contract. CMR will also be responsible for coordination with JRC’s Project team and the Owner’s Representative. Further detail on the Work is set out in Part A, Section 2.3.

The design of the Project will be based on the Project Overview and Sequence Report (“POS”) and Project Definition Documents, which will include Design Guidelines and a schematic “Test Fit” set of documents prepared by MOCA Systems on behalf of JRC.

The Project will require a project labor agreement and a community workforce agreement.

## **1.7. The Procurement Process**

JRC will use a two-step procurement process to select CMR.

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 JRC issuing an RFP to the Short-Listed Proposers, receiving and evaluating the Proposals, the selecting of CMR, and then awarding and executing the Contract.

See also Part A, Section 4.2 for additional information.



## 1.8. RFQ Schedule and Overall Procurement Schedule

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

Issue RFQ	<b>December 2, 2019</b>
Pre-Statement of Qualifications Conference	<b>December 6, 2019</b> <b>9:00 a.m. (Pacific Time)</b>
Deadline for questions regarding this RFQ	<b>December 12, 2019</b> <b>12:00 p.m. (Pacific Time)</b>
Deadline for questions relating to any addenda issued after December 19, 2019	<b>December 23, 2019</b> <b>12:00 p.m. (Pacific Time)</b>
SOQ Submittal Deadline	<b>January 15, 2020</b> <b>12:00 p.m. (Pacific Time)</b>
Anticipated Announcement of Short-Listed Proposers	<b>January 31, 2020</b>

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

Issue RFP	<b>February 4, 2020</b>
Mandatory Meeting for Short-listed firms	<b>February 4, 2020</b>
One on One Meetings for Short-listed firms	<b>February 11 &amp; 12, 2020</b>
Proposals Due	<b>March 11, 2020</b> <b>12:00 p.m. (Pacific Time)</b>
Proposer Interviews	<b>March 19, 2020</b>
Identification of Preferred Proposer	<b>March 23, 2020</b>
Anticipated Award and Execution of Contract (NTP)	<b>April 17, 2020</b>

## **2. PROJECT DESCRIPTION AND SCOPE OF WORK**

### **2.1. Overview of Project**

The Project will consist of demolition and replacement of the existing Annex and parking facility with a new Annex of approximately 525,000 gross square feet in size and located to the east of the West Wing. The Project will provide office space for the California State Legislature, Governor, Lt. Governor, public hearing and meeting rooms, public gathering space, and office space for the legislative and executive support staff and departments. Additionally, this will require the relocation of site utilities as needed. The facility will be connected to the West Wing at each level.

In addition, the Project may include the following:

- (a) A new secure parking structure located below ground to the south of the West Wing comprised of 150 stalls, attendant office space, drop off and pick up areas, and shuttle parking. This structure needs to be flexible in its design and able to be repurposed to office space in the future.
- (b) Connecting Elements across N Street.
- (c) Capitol Mechanical Plant, which will provide mechanical, electrical, and plumbing services to the new Annex and will provide mechanical and limited electrical and plumbing to the West Wing.

### **2.2. Project Details**

The Project will provide additional legislative and executive space to accommodate a growing California economy, its people and the associated issues facing the state. It will provide needed public space for public involvement in the political process as well as needed space for support staff.

### **2.3. Scope of Work**

This Section 2.3 will provide the Proposers with basic background information regarding the general scope of the Work to allow the Proposers to submit SOQs. The detailed scope of work for the RFP is in development and may differ from the high-level information provided in this RFQ.

The Work is anticipated to include:

- (a) Initial collaborative meetings and workshops, which will involve studies, reports, investigations, and design work to enable JRC and CMR to arrive at a guaranteed maximum price for the Work;
- (b) Asbestos abatement of the existing Annex and parking area;
- (c) Demolition of the existing Annex;

- (d) Participate by providing design reviews and providing feedback on Design/construction issues related to the Project;
- (e) Construction of the Project;
- (f) Collaboration with the Architect/Engineer during the design phase of the Project;
- (g) Management of the construction of the Project;
- (h) Obtaining required clearances, licenses, and permits for Work, Work sites, storage areas, etc., both on- and off-site;
- (i) Coordination with Project stakeholders under JRC/Owner's Representative direction;
- (j) Design review and constructability reviews;
- (k) Construction quality control and quality assurance;
- (l) Environmental investigations, monitoring, investigation, and remediation associated with or resulting from CMR's activities;
- (m) Project safety and security, including accommodation of coordination of large groups around the Project;
- (n) Preliminary engineering, such as surveying and geotechnical investigations;
- (o) Drainage and erosion control;
- (p) Site clearance and preparation;
- (q) Construction waste disposal and handling;
- (r) Coordination with Project-related public involvement activities; and
- (s) Participation in the development of all required plans, studies, and reports required for the Work, including surveys and geotechnical reports.

CMR will be responsible for furnishing all labor, material, equipment, services, and support facilities for the Work.

#### **2.4. Environmental Status of Project**

DGS, on behalf of JRC, has begun the California Environmental Quality Act ("CEQA") process and expects it to be complete in April of 2020.

#### **2.5. Permitting and Other Governmental Agreements**

The RFP will provide details regarding permits and allocation of responsibility for securing them together with CMR's obligations with respect to permitting and approval obligations applicable to the Work.

## **2.6. Site Acquisition**

JRC will provide the Project Site. The site for the Project has been designated to the east of the West Wing of the State Capitol Building. The Project Site will be available January 15, 2022.

## **2.7. Site Conditions**

### **2.7.1. Geotechnical**

JRC, in conjunction with DGS, has developed a preliminary geotechnical report and survey.

### **2.7.2. Utilities**

JRC, in conjunction with DGS, is currently in the process of developing a survey with utility information. It is expected the utility scope of work of CMR shall require (a) relocation of utilities within the same general area following utility providers' requirements; (b) minor adjustments in utilities from the current location; or (c) protection of utility in place during construction. Utility-related construction services are also anticipated to be included in the Work.

### **2.7.3. Hazardous Materials**

JRC, in conjunction with DGS, is providing initial due diligence services and will provide all information related to such upon receipt.

### **2.7.4. Tribal Artifacts and Remains**

JRC, DGS and the interested local tribal leaders are developing practices and procedures that will be used to appropriately handle tribal artifacts and remains. This process is being developed as part of the CEQA process and updated information will be provided in the RFP.

### **2.7.5. Third Parties**

The RFP will provide further details regarding third party coordination and responsibilities of CMR.

## **2.8. Governmental Agencies, Key Stakeholders Coordination**

The RFP will include the parties' respective obligations for coordination with all governmental agencies and third-party stakeholders that will occur throughout the design, permitting and construction process.

## **2.9. Other Due Diligence Activities**

JRC is currently assessing if any additional information regarding site conditions or other due diligence beyond that which is identified in this Part A will be provided. Short-Listed Proposers may, during the RFP process, be asked to provide input on this topic; however, JRC is under no obligation to provide such additional information.

## **2.10. Changes in the Fixed Limit of Construction Costs**

JRC, at its sole discretion, may increase or amend the FLCC as needed to complete the Project. The FLCC is presently set at \$500,000,000.00, which is the maximum amount that JRC intends to spend on the construction of the Annex Projects. The GMP may be equal to or less than the FLCC but may not exceed the FLCC. CMR's obligation is to work within the FLCC to accomplish all of the desired scope of work. The FLCC may be increased by JRC if in its sole discretion it is determined by JRC that after review of the progress of the work the:

- (a) Additional funds are necessary to complete the Project; or
- (b) Scope of the Annex is to be expanded to provide the functions that JRC believes needs to be included in the Project to accomplish the goals of the Project.

## **2.11. Completion Deadlines**

The deadline for beneficial occupancy is currently anticipated to be September 15, 2025.

## **2.12. Anticipated Schedule**

The anticipated schedule is as follows:

- (a) Design Phase, including programming, workshops, schematic design, design development, and construction documents – February 24, 2020 through May 15, 2022;
- (b) GMP Development for the Project – January 30, 2022 through March 1, 2022;
- (c) Construction Start – April 1, 2022; and
- (d) Available for Occupancy – September 15, 2025.

### **3. NATURE OF AGREEMENT**

#### **3.1. Contract Type and Payment**

JRC intends to procure and deliver the Work using a best value selection process that, if awarded, will result in a CMR contract with a GMP with a fixed fee and general conditions. The development of the GMP will be on an open book basis and JRC will be entitled to review all projected and actual cost-related information associated with the GMP and any changes thereafter. The contract will allow for the design to advance to a point where CMR can provide a proposal for a GMP that does not exceed the FLCC.

Further detail on the amount, timing, and manner of payments will be included in the RFP.

Notwithstanding anything to the contrary in this RFQ, JRC reserves the right to revise the scope of this procurement and the delivery model.

#### **3.2. Project Funding**

JRC's funding plan currently consists of funding for the Project from previously appropriated funds. JRC has budgeted \$500,000,000 as the FLCC for the construction of the Project.

#### **3.3. Performance Security, Insurance, and Indemnity**

JRC anticipates that the Contract will require CMR to provide both payment and performance security, guarantees, and insurance coverage in connection with the Work, and to indemnify, defend, and hold JRC and related entities and persons harmless against third party and other claims as specified in the Contract. Specific requirements for the performance and payment security, guarantees, insurance, and indemnification will be included in the RFP and the Contract.

#### **3.4. Standards for Contract**

JRC anticipates including a set of project guidelines in the RFP, as well as a baseline Project definition and configuration.

#### **3.5. SB and DVBE Requirements**

JRC has made the following determinations with respect to Small Business ("SB") Disabled Veteran Owned Business ("DVBE") requirements:

SB: 25% of the Contract Price

DVBE: 3% of the Contract Price

Additional information regarding these requirements and applicable goals will be included in the RFP.

#### **3.6. Prevailing Wages**

Prevailing wages shall be paid to all workers employed on the Project.

The Project will require a project labor agreement and a community workforce agreement.

Additional information regarding these requirements shall be set forth in the RFP.

### **3.7. Warranties and Parent Guaranties**

CMR may be required to provide a warranty for some or all of the Work for a period specified in the Contract. A warranty bond from CMR may be required to support its obligations with respect to such warranties and work relating to such portions.

A guaranty of CMR's obligations under the Contract may, in JRC's sole discretion, be required under the following circumstances: (i) the Proposer was advised by JRC that a guaranty would be required as a condition to short-listing of the Proposer; (ii) CMR's organization is a newly formed corporation or a limited liability entity; (iii) the Proposer (or an Equity Member if the Proposer is a partnership, joint venture or limited liability company) is not the ultimate parent entity in its organizational/corporate structure; (iv) the form of organization of the Proposer changes after short-listing and JRC determines, in its sole discretion, to require a guarantor as a condition to approving such change; (v) if financial statements of a Financially Responsible Party are provided to demonstrate financial capability of the Proposer or an Equity Member; (vi) as noted in Form D, note number 1; or (vii) the Proposer's financial capability adversely changes between short-listing and the due date for the Proposal, as determined by JRC, in its sole discretion. In the event a guaranty is required, it must come from the ultimate parent or another entity acceptable to JRC.

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

### **3.8. Office Location**

CMR will be required to establish an office where the architect and the owner representative can be co-located. The cost of the office will be paid for by the CMR. The office shall either be located on site if space is available or within a 10-minute walking distance from the project site. Further details will be provided in the RFP.

## **4. PROCUREMENT PROCESS**

### **4.1. Statutory Authority**

JRC is issuing this RFQ and carrying out the procurement in accordance with the State Capitol Building Annex Act of 2016, which is set forth in Article 5.2 (commencing with Section 9112) of Chapter 1.5 of Part 1 of Division 2 of Title 2 of the Government Code; “Annex Act”); the 2018 Authorities Bill, AB1826 (Ch. 40, Stats. 2018); the Symbols Bill, AB 2667 (Ch. 283, Stats. 2018); the 2016 and 2018 Budget Bills, SB 836 (Ch. 31, Stats. 2016) and SB 840 (Ch. 29, Stats. 2018); and other applicable provisions of law.

JRC is generally not subject to the State Contract Act or other provisions of the Public Contract Code relating to bidding and proposals.

### **4.2. Overall Process**

The procurement involves a two-stage process: this RFQ followed by an RFP.

JRC will evaluate the SOQs it receives in response to this RFQ and will select the Short-Listed Proposers eligible to respond to the RFP in accordance with this RFQ. JRC intends to short-list no less than three (3) and no more than four (4) Proposers.

Following the selection of Short-Listed Proposers, JRC will issue the RFP to the Short-Listed Proposers.

The RFP process will include disclosure of materials and communications with JRC that are confidential in nature and all Short-Listed Proposers will be required to execute a non-disclosure agreement, the form of which will be provided following short-listing. The agreement will address confidentiality as well as the protocols governing the RFP process.

Following receipt and evaluation of Proposals, JRC 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 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. JRC further reserves any and all rights in the Annex Act and any other statutes and procedures applicable to this procurement.

### **4.3. 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 Owner’s Representative by email or hard copy (if by



hard copy, a flash drive containing the questions and/or requests for clarification must also be provided) at the address listed below.

The Owner's Representative for this RFQ and the Project is David Hart, FAIA.

Where documents are required under this RFQ to be submitted in hard copy, the Proposers shall use the following address between the hours of 8:00 a.m. and 5:00 p.m. (Pacific Time):

MOCA Systems  
Park Tower  
980 9<sup>th</sup> Street, Suite 2140  
Sacramento, CA 95814  
Attention: David Hart, FAIA, Owner's Representative  
Phone: (916) 520-1571  
E-mail: [castatecapitolannex@mocasystems.com](mailto: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 "RFQ for CMR for the Replacement of the Existing California State Capitol Annex Project."

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.

No telephone, facsimile, or oral requests will be considered. No requests for additional information or clarification to any person other than the Owner's Representative as set out in Part A, Section 4.3 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 the Website to 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 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 thereon.

#### **4.4. Pre-Statement of Qualifications Meeting**

A pre-statement of qualifications conference will be held in Room 4202 of the State Capitol, Sacramento, CA 95814, on the Pre-Statement of Qualifications Conference date and time set forth in Part A, Section 1.8. All interested parties are invited and highly encouraged to attend. The Project will be discussed and questions will be taken from attendees. Nothing said at the meeting is binding; however, if any matters raised or discussed at the meeting need to be clarified, they will appear in an addendum or the responses to questions.

## 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 two (2) volumes (i.e., Volumes 1 and 2). Each responding Proposer shall submit one (1) original and four (4) copies (for a total of 5) of each volume. Each volume shall be separately bound with a wire or plastic binding. The original SOQ and each copy shall be contained collectively in one or more durable, sealed containers.

Each volume of the original SOQ must be clearly marked "Original" on its face and spine. Each copy shall be numbered 1 through 4 on its face and spine (and the copies containing financial information shall be specifically marked "Financial Information"). Each volume shall have the Proposer's name and volume number clearly marked on the face and spine.

If applicable (see Part B, Volume 2, Section 1.1, subsection d), the original and Copy 1 of Volume 2 shall each contain the original, audited financial statements prepared in a language other than English together with their English language translations. Copies 2 through 4 of Volume 2 shall contain only the English language translations.

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). The ".pdf" submissions 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" Volume 1.

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 two pages per printed side if contained in Volume 1) for **Form D**, organizational charts, other drawings or schedules, but not for narrative text. Printed lines may be single-spaced. Volume 1 (as described in Part B) shall have all pages sequentially numbered and not exceed fifty (50) pages. The following do not count toward the fifty (50) page limit and need not be sequentially numbered:

- **Form A** and any letters required to be appended to **Form A**;
- the Executive Summary;
- the Confidential Contents Index;

- **Forms B-1 and E, F, and G;**
- **Form D** (which has a separate maximum ten (10) page limit, which page limit shall exclude the separate “Notes” page of the form);
- The disclosures provided in response to Part B, Volume 1, Sections 1.10.1, 1.10.2 and 1.10.3 (each of which should be provided in an appendix to Volume 1);
- Resumes and statements of commitment;
- **Form B-2;**
- **Form C;** and
- Volume 2 (financial information).

The font size in Volume 1 shall be no smaller than 11-point, provided the font in organizational charts, graphics, and tables in Volume 1 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 a SOQ.

### **5.3. Contents and Organization**

The Proposers must organize their SOQ in the order outlined in Part B. The Proposers are responsible for submitting with their SOQ all materials required by this RFQ. Additional material is subject to any applicable page limitation. Each volume 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.

### **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. 2000505) for  
the Procurement of a Construction Manager at Risk for the  
Replacement of the Existing California State Capitol Annex Project

SOQs shall be delivered by hand or express mail courier to JRC “Owner’s Representative” as set out in Part A, Section 4.3.

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

SOQs must be submitted by the SOQ Submittal Deadline as specified in Part A, section 1.8. 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 normal business hours up to the SOQ Submittal Deadline and time specified.

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 4.3. 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, Volume 1, General.

(b) The Proposer is capable of obtaining a performance bond and a payment bond, each in the aggregate amount of \$500,000,000.00, from an Eligible Surety during the performance of the Work (through at least final acceptance).

(c) Neither the Proposer nor any other entity that has submitted **Form C** as required by this RFQ is currently disqualified, removed, debarred, or suspended from performing or bidding on work for the federal government or any state government.

(d) The Proposer and its Equity Members have the financial capability (as determined by JRC, in its sole discretion) to carry out the Work responsibilities potentially allocated to it as demonstrated by the materials provided in Part B, Volume 2 Section 1.1 of the SOQ. An “Equity Member” means (i) each entity with a direct equity interest in the Proposer (whether as a member, partner, shareholder, joint venture member, or otherwise) and (ii) each entity proposed to have a direct equity interest in the Proposer. The evaluation will take into account the following considerations, among others identified as relevant by JRC, in its sole discretion, both currently as well as over the last three (3) years, as appropriate:

- Short-term liquidity;
- Long-term debt and solvency outlook; and
- Additional considerations related to treatment of subsidiaries, tax and special liabilities, etc.

(e) The Proposer team when taking into account all of its team members’ experience, has the minimum design and construction capability (as determined by JRC, in its

sole discretion) to carry out the responsibilities for the Work potentially allocated to it in the Contract.

(f) The information disclosed in **Form C** and/or in response to Part B, Volume 1, Section 1.9, 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.

(g) The Proposer or Proposer team members (on behalf of the Proposer) make the express, written commitments as required by Part B, Volume 1, Section 1.8 regarding the availability of individuals designated in the SOQ for the Key Personnel positions.

(h) The Proposer is currently licensed by the California Contractors State License Board State and holds a (B) General Building Contractor license.

### **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.

#### **6.3.1. Proposer Structure and Experience (100 Points Maximum)**

Proposer Structure and Experience (as referenced in Part B, Volume 1) will be evaluated in accordance with the criteria in this Part A, Section 6.3.1.

(a) The extent and depth of the experience of the Proposer team with (i) performing and managing comparable projects (as described in Part B, Section 1.5.1) and (ii) Construction Management at Risk (CMR) and General Contractor/Construction Manager (GC/CM) projects. (45 points).

(b) Experience with California projects as described in Part B, Section 1.5.2. Proposer will receive one point for each project, up to a maximum of five points. (5 points)

(c) The extent and depth of experience of Key Personnel on projects similar to the Project in performing professional roles similar to those proposed for such individuals by Proposer in connection with the Project. (25 points)

(d) The extent and depth of experience of the Key Personnel working together on comparable projects (e.g., projects of comparable scope and complexity). (25 points)

### **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. JRC may contact the firm and personnel references supplied by the Proposer as well as other potential references not listed, including internal personnel of JRC and its consultants and advisors.

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 Project and the Work.

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

## **6.5. Changes in Proposer Organization**

Subject to the limitations in this RFQ, JRC shall 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 composition of a Short-Listed Proposer team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of personnel identified in Part B, Volume 1, Section 1.7, of its SOQ or a change in the role or position of such personnel;

(c) Deletion or substitution of an Equity Member of a Short-Listed Proposer, a guarantor of an Equity Member or Short-Listed Proposer, or any other entity that will bear financial responsibility or liability for the performance of the Short-Listed Proposer; and

(d) Other changes, direct or indirect, in the equity ownership of a Short-Listed Proposer (excluding the transfer of shares in a publicly traded company that do not result in a change in control of such company).

## **6.6. RFP Procedure and Evaluation**

Short-Listed 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 any way in the evaluation of the RFP Proposals.



## 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 draft RFP process and in 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 this RFQ, the RFP, or either team's Proposal; provided, however, that subcontractors that are shared between two or more Proposer teams (subject to the restrictions in Part A, Section 7.4.2) may communicate with their respective team members so long as those Proposers establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among the Proposer organizations is allowed during JRC-sponsored informational meetings).

(b) JRC shall be the sole contact for purposes of this procurement, this RFQ, and the RFP. The Proposers shall correspond with JRC regarding this RFQ and the RFP only through designated representatives (which initially shall be the Owner's Representative as set out in Part A, Section 4.3).

(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 this RFQ, the RFP, the Contract or the procurement described in this RFQ with:

- Any member of JRC;
- Any JRC staff, advisors, contractors, or consultants involved with the procurement except for communications expressly permitted by this RFQ or the RFP or except as approved in writing in advance by the Owner's Representative, in his sole discretion;
- Legislative Counsel of California or staff of the Office of Legislative Counsel;
- Director of the Department of General Services; and/or
- Staff of the Governor's office, including the Governor's Director of Operations.

The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the Work, the Project, this RFQ, the RFP, the Contract, or the procurement or limit participation in public meetings or any public or Proposer workshop related to the Work, the Project, this RFQ or the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of JRC.

(d) The Proposers shall not contact the following identified stakeholders regarding the Work and the 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:

- California Department of General Services;
- California Department of Finance;
- Members of the Assembly Committee on Rules;
- Members of the Senate Committee on Rules;
- Leadership of both houses of the Legislature;
- California Highway Patrol;
- Historic State Capitol Commission; and
- California Department of Parks and Recreation.

Information requests concerning these entities shall be sent to the Owner's Representative as set out in Part A, Section 4.3.

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

(f) Any official information regarding the Work and the Project will be disseminated from JRC's office on agency letterhead and communicated by the Owner's Representative as set out in Part A, Section 4.3.

(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 are subject to the Legislative Open Records Act (Gov. Code, § 9070 et seq.) (the "LORA") and the California Public Records Act (Government Code section 6250 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 Proposer team member for the disclosure of all or a portion of a SOQ submitted under 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 Project will not be allowed to participate in any capacity on a Proposer or 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 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 release 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 the Work or the Project or the procurement of the Work or the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Nossaman LLP;
- MOCA Systems;
- Geocon Consultants, Inc.;
- Ascent Environmental, Inc.;
- Morrow Surveying, Inc.; and
- “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 an Equity Member, contractor, subcontractor, consultant, or subconsultant.

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 CMR, 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.

## **7.4. Limitations on Proposer Team Membership**

### **7.4.1. Licensing Requirements**

A California (B) General Building Contractor license is required for the work. A Proposer must be licensed by the California Contractors’ State License Board as a condition of submitting an SOQ.

In addition, members of the Proposer team and individuals that will be undertaking work that requires a California license must be licensed prior to performing the applicable work assigned to such member. For those individuals that are currently licensed and/or certified, identification of such professional licenses and certifications (including the state within which the license or

certificate is granted and license or certificate number) must be referenced on resumes included in Volume 1 of the SOQ.

Further licensing requirements with respect to the submission of Proposals will be included in the RFP.

#### **7.4.2. Participation on More Than One Proposer Team**

To ensure a fair and competitive procurement process, Equity Members, Financially Responsible Parties, guarantors, and legal advisors of the Proposer teams are forbidden from participating, in any capacity, as a team member of another Proposer team during the course of the procurement. Individuals serving Key Personnel roles on one Proposer team may not serve Key Personnel roles on another Proposer team. In addition, entities that are under direct or indirect common ownership or have the same upstream parent may not be on separate Proposer teams or act as Equity Members, Financially Responsible Parties, or guarantors on separate Proposer teams.

If a Proposer is not short-listed as part of the RFQ evaluation process, the members of the unsuccessful Proposer team are thereafter free to participate on Short-Listed Proposer teams, subject to the requirements of this Part A, Sections 7.4.2 and 7.3. Any Proposer that fails to comply with the prohibition contained in this Part A, Section 7.4.2 may be disqualified from further participation as a Proposer for the Work.

## **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 this 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 this 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 Owner's Representative as specified in this Part A, Section 4.3. 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 this RFQ, unless the protest relates to an addendum to this 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 receipt of the notification of non-responsiveness or failure to pass all pass/fail criteria in this RFQ.
- (c) Protests concerning the issues described in Part A, Section 8.1(c) must be filed no later than seven (7) days after mailing of the notice of short-listing.

### **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 Owner's Representative at the address set forth in Part A, Section 4.3. 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 Owner's Representative as set out in Part A, Section 4.3.

## **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:

- Modify the procurement process to address applicable law and/or the best interests of JRC.
- Revise the scope, type, structure, and specific terms of this procurement.
- Modify the scope of the Project or the Work during the procurement process.
- Develop the Project, 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 Project, or exercise such other rights under applicable law as it deems appropriate.
- 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.
- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP.
- Not short-list any Proposer responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses, and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- 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.
- Issue addenda, supplements, and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations, and seek the assistance of outside technical, financial, and legal experts and consultants in SOQ evaluation.
- 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.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Proposer responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Proposer without being bound by any provision in its Proposal.
- 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.
- Disqualify any Proposer that changes its submittal after the SOQ Submittal Deadline without JRC's approval.
- Disqualify any Proposer under this RFQ, the RFP, or during the period between this RFQ and the RFP for violating any rules or requirements of the procurement in this RFQ, the RFP or in any other communication from JRC.
- 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.
- Develop some or all of the Project and/or the Work itself.
- 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 SOQ 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 in Exhibit 2.*

### VOLUME 1

Volume 1 of the SOQ shall contain the following:

#### General

(a) **Form A** (Transmittal Letter): A duly authorized official of the Proposer or the lead Equity Member must execute the transmittal letter in blue ink. For the Proposers that are joint ventures, partnerships, limited liability companies, or other associations, the transmittal shall be appended with letters on the letterhead stationery of each entity holding an equity interest in the Proposer, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in the Proposer team.

(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 financial and technical requirements of the Work.

(c) **Confidential Contents Index**: If the Proposer deems any material in its SOQ confidential, a trade secret, or proprietary information protected from disclosure under the Public Records Laws include a page executed (i.e., signed) by the Proposer that sets forth the specific items, including the section and page numbers within the SOQ at which such items are located; 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 Subsection (c) 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.

#### Proposer Structure and Experience

The materials provided under this Part B, Volume 1 relate primarily to the evaluation criteria set forth in Part A, Section 6.3.1.

The Proposers shall provide the following information relevant to qualifications of the Proposer, its Equity Members, and Other Team Members.

### **1.1. 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. If a Proposer is a consortium, partnership, or any other form of a joint venture, the SOQ shall contain an executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement, including the percentages of ownership, roles of the various parties and anticipated execution date. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1.

### **1.2. Equity Members**

For each Equity Member of the Proposer, identify the entity’s role, planned equity ownership percentage, and the entity’s legal nature and state of organization. If a Proposer is a single entity, it will be deemed to be the sole “Equity Member” for purposes of this RFQ and the SOQ submittal requirements.

### **1.3. Proposer and Management Structure**

Describe the Proposer’s team and management structure, including its teaming arrangements, allocation of roles and responsibilities within the Proposer team and how the Proposer will institutionally operate. Describe how the Proposer’s management structure will facilitate completion of all work required for the Work. Describe the prior experience (if any) of the Proposer and Equity Members working together within a consortium, partnership, or any other form of joint venture.

### **1.4. Form B-1 and Organizational Charts**

Provide **Form B-1** (which may be attached as an appendix to Volume 1). Provide an organizational chart which sets forth the Proposer structure, teaming arrangements, and reporting requirements. Provide a separate organizational chart setting forth Key Personnel and other material personnel the Proposer wishes to identify and reporting relationships.

### **1.5. Relevant Experience**

#### **1.5.1. Experience with Comparable Projects**

Describe relevant experience held by the Proposer team (including the Proposer and Equity Members of the Proposer), as applicable, (a) with performing and managing comparable projects

(e.g., projects of comparable scope and complexity) and (b) utilizing CMR and GC/CM or comparable project delivery methods. Comparable projects include:

(i) Projects with the design and construction of buildings with a gross floor area between 250,000 and 500,000 gross square feet for either a public sector or private sector client;

(ii) Projects that have historical significance and/or projects that include additions to historical landmark buildings, including projects with attributes that render old and new facilities more harmonious and conveying a common feel;

(iii) Office buildings (public or private) of the scale described in the Project Description;

(iv) Parking facilities that are below grade; and

(v) Projects that include multiple assembly spaces for hearings or large public meetings.

Include no less than two and no more than 15 projects in the aggregate for the Proposer and Equity Members with respect to the above categories in which the entity played a significant role during the past ten (10) years (measured from the date of issuance of this RFQ) and in which Key Personnel listed in the SOQ were involved. For each project, include a project description describing the role of the entity on such project, relevance of the project, and the entity's experience on such project to the Work and why that experience will provide value to JRC should the Proposer be awarded the Contract.

### **1.5.2. California Experience**

Identify up to five commercial or government projects in California, each with a construction cost of over \$100,000,000, for which Proposer, or an Equity Member holding a 30% or greater equity interest in Proposer, was the CMR, GC/CM, design-builder, or contractor that were undertaken within the past fifteen (15) years (measured from the date of issuance of this RFQ). The descriptions of such projects shall not exceed two pages total.

### **1.6. Project Information-Form D**

With respect to each project identified pursuant to Part B, Volume 1, Sections 1.5.1 and 1.5.2, provide in **Form D** the project name and contract number, owner's name, address, contact name, and current email address and telephone number, dates of work performed (start and finish dates, if applicable), project description, contract value for the project (original price and final price), description of work and percentage actually performed by such entity, and project outcome or current status (including (a) identification and a description of an individual increase in the original contract amount by \$250,000,000 or more and (b) any time extensions for completion or other deadlines/milestones and (c) the reasons for such increases or time extensions, as applicable). Limit **Form D** to the same projects (not to exceed ten (10) projects) described in response to Part B, Volume 1, Sections 1.5.1 and 1.5.2, and no more than one (1) page per project. **Form D** may not exceed ten (10) pages in total, which page limit shall exclude the separate "Notes" page of the form.

The Proposers are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, JRC may elect to exclude the experience represented by that project in determining the Proposer's qualifications.

### **1.7. Key Personnel**

List the Proposer's Key Personnel for the Work. Describe the relevance of each individual's experience to the Work and why that experience will provide value to JRC should the Proposer become CMR. 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. The following Key Personnel shall be listed:

(a) Project Manager – Senior Leader of the team. This the person who is responsible for leading the project/team from its inception to execution. Will collaborate and interact with senior leadership from JRC and Owner's Representative.

(b) Construction Manager(s)/Lead Superintendent(s) – Senior Leader that is located on site during the term of construction. Shall run the day-to-day operations on the construction site and control the schedule and deployment of trade and subtrade contractors in the completion of the Work.

(c) Lead Pre-Construction Manager(s) – The individual who is to manage the costs and schedule associated with the Project in arriving at the GMP.

(d) Lead Estimator(s) – The individual who is responsible for managing the developing and compiling the project estimate.

(e) Lead Scheduler(s) - The individual who is responsible for managing the developing and compiling the project schedule.

### **1.8. Key Personnel Resumes**

Provide separate resumes of not more than one (1) page each for each Key Personnel. Resumes may be provided as an appendix to Volume 1.

Each resume shall state the entity the person works for, the specific role(s) that each person listed is fulfilling for the Work and may, within the one (1) page resume maximum, describe how the person(s) prior experience relates to their potential role in connection with the Work. For each project listed in a resume, include the individual's employer at the time, the name of the project owner, the name and location of the project, project number (if applicable), dates of work performed on the project and a description of the work or services provided and role on the project. If more than one role was played, identify the dates and duration of each role. References for each individual shall be placed on that individual's respective resume.

Each resume shall include two (2) references (no more than one per project) for each Key Personnel for projects worked on during the past ten (10) years; provided, however, that where the individual has only worked on one or two projects during the past ten (10) years (measured from the date of issuance of this RFQ), the Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past ten (10) years (measured from the date of issuance of this RFQ); (ii) include references for each of such projects; and (iii) include

references for projects worked beyond the past ten (10) years (measured from the date of issuance of this RFQ) so that the number of references equals two (2) in total.

References shall be previous owners or clients with whom the identified personnel have worked within the past ten (10) years (measured from the date of issuance of this RFQ) and which appear on the identified personnel's resume. The references' information shall include the name of the project the reference is from and the name, position, company or agency, current postal and email addresses and phone numbers of the reference. 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 Key Personnel's qualifications.

The SOQ shall include an express, written and signed statement from each entity employing such individuals committing that the individuals designated in the SOQ for the Key Personnel positions shall be available to serve the role so identified in connection with the Work.

While JRC recognizes that personnel availability and scheduling issues impact the Proposers, the Proposers are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Work for the positions identified.

Note that 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 as identified in the SOQ 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. If a Proposer wishes to make changes in Key Personnel identified in its SOQ, the Proposer shall submit to JRC a written request for JRC's approval of the change as soon as possible but in no event later than the date and time included in the RFP. A Proposer may not make any changes in any Key Personnel identified in its SOQ after this deadline, except for unusual circumstances beyond its control, in which case JRC, in its sole discretion, will consider such requests.

Requests to change Key Personnel shall be sent to the Owner's Representative as set out in Part A, Section 4.3, and shall include the information requested for the corresponding Key Personnel in this RFQ. The Proposer shall submit one (1) original and five (5) copies of each such request package.

JRC will review requests to implement changes in Key Personnel carefully but is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Failure to obtain JRC's approval for changes in Key Personnel during the procurement process may result in disqualification of the Proposer by JRC.

## **1.9. Legal Information**

The following information regarding legal issues affecting a Proposer and its team members shall be submitted:

### **1.9.1. Legal Issues**

Identify and explain any significant anticipated federal or state legal issues relating to a Proposer or any Equity Members that must be resolved in order to deliver the Work and perform CMR's obligations under a Contract.

If there are no such issues, provide a statement to that effect.

### **1.9.2. Legal Liabilities**

Provide a list and a brief description (including the original amount in dispute, resolution, and ultimate amount recovered or paid) of all instances during the last ten (10) years in which a Proposer, any Equity Member, or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding, or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current phone number and email address. If an email address is not available, so state.

If there are no such instances, provide a statement to that effect.

For purposes of these Sections 1.9.2 and 1.9.3, "Affiliate" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures, and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving the Proposer, or any Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer or any Equity Member), and any Financially Responsible Party, that, (a) within the past ten (10) years have engaged in business or investment in North America or (b) have been involved in any project listed by an entity pursuant to Part B, Volume 1, Sections 1.5.1 and 1.5.2.

### **1.9.3. Legal Proceedings**

Provide a list and a brief description (including the original amount in dispute, resolution, and ultimate amount recovered or paid) of each arbitration, litigation, dispute review board, and other formal dispute resolution proceeding occurring during the last ten (10) years involving a claim or dispute between the project owner and the Proposer, any Equity Member, or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board, or other formal dispute resolution proceedings even if settled without completion of the proceeding. State original amount in dispute and the ultimate resolution and amount recovered or paid.

Include a similar list and description for all projects included in the response to Part B, Volume 1, Sections 1.5.1 and 1.5.2 involving an amount in excess of \$250,000, regardless of the contract value. For each instance, identify an owner's representative with a current phone number and email address, the original amount in dispute and the ultimate resolution and amount recovered or paid. If an email address is not available, so state.

If there are no such matters to report, provide a statement to that effect.

With respect to the information solicited in this Part B, Volume 1, Section 1.9.1, 1.9.2 and 1.9.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling JRC to contact owner's representatives may, in the sole discretion of JRC, lead to a lower evaluation score, a "fail" rating for the Proposer team or disqualification from the procurement process.



## 1.10. Prior Experience Working Together

Identify instances in the past ten (10) years (measured from issuance of this RFQ) where the Key Personnel have successfully worked together on a project comparable in scope and complexity to this Project and that includes services comparable to the Work. Identify the project and the roles of the respective Key Personnel on such projects, including whether they worked on the same team or just on the same project.

## 1.11. Form B-2

Provide executed originals of **Form B-2**, including any required attachments, for the Proposer, each Equity Member, and, if applicable, each Financially Responsible Party. The Proposer shall attach a copy of its Contractors State License Board License.

## 1.12. Form C

Executed originals of **Form C** for the Proposer, each Equity Member, and, if applicable, each Financially Responsible Party. **Form C** must be certified.

# VOLUME 2

Volume 2 of the SOQ shall contain the items described below, in Sections 1.1 through 1.5. The Proposers shall package the information requested separately for each entity and with a cover sheet identifying the name of the entity and its role in the Proposer's organization (i.e., the Proposer, Equity Member, Lead Contractor (if not the Proposer or Equity Member) or Financially Responsible Party, as applicable).

## 1.1. Financial Statements

Provide audited financial statements for the Proposer, each Equity Member, and, if applicable, the Lead Contractor and each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership, or any other form of a joint venture, provide financial statements for all such members. If unaudited financial statements are provided, the Proposer should state that audited statements are not available.

If the entity has been in existence for less than three (3) fiscal years, the Proposer shall expressly state that such entity has been in existence for less than three (3) fiscal years and shall provide financial statements for the number of fiscal years (or portions of fiscal years) it has been in existence.

The financial statements shall include:

- i. Opinion Letter (Auditor's Report);
- ii. Balance Sheet;
- iii. Income Statement;
- iv. Statement of Cash Flow; and

v. Footnotes.

The financial statements must meet the following requirements:

(a) GAAP/IFRS: Financial statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (“U.S. GAAP”) or International Financial Reporting Standards (“IFRS”). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.

(b) U.S. Dollars: Financial statements shall be provided in U.S. dollars, if available. If financial statements are not available in U.S. dollars, the Proposer must include summaries of the Income Statements, Statements of Cash Flow, and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant with a description of the formula for conversion.

(c) Audited: Financial statements must be audited by an independent party qualified to render audit opinions (e.g., a certified public accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or by such equivalent position or role) of the entity.

(d) English: Financial statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, as provided in Part A, Section 5.2, translations of all financial statement information must accompany the original financial statement information.

(e) Newly Formed Entity: If the Proposer, any Equity Member or, if applicable, Lead Contractor, and any Financially Responsible Party is a newly formed entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity and does not have independent financial statements).

(f) SEC Filings: If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed Form 10K.

(g) Confidentiality: The Proposer shall identify any information which it believes is entitled to confidentiality by placing the word “confidential” on each page as described in and subject to the provisions of Part A, Section 7.2.

(h) Credit Ratings: The Proposer shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating from a nationally recognized rating agency (such as Fitch Ratings, Moody’s Investor Service, and Standard & Poor’s Ratings Group), (3) and, if so, providing a copy of its current credit rating. If the Proposer does not have a credit rating, provide a statement to that effect.

## 1.2. Material Change in Financial Condition

Provide information regarding any material changes in financial condition for the Proposer, each Equity Member and, if applicable, Lead Contractor and each Financially Responsible Party, for the past three (3) fiscal years and anticipated for the next reporting period. In each case, if any of the foregoing entities is a consortium, partnership, or any other form of a joint venture, provide this information for all such members.

If no material change has occurred and none is pending, each of the entities shall provide a letter from their respective chief executive officer, chief financial officer, or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project responsibilities, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability, and resolve of the Proposer, each Equity Member, Lead Contractor and each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive proposal.

Estimates of the impact on revenues, expenses, and the change in equity will be provided separately for each material change and certified by the chief executive officer, chief financial officer, or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project and the Project responsibilities from any recent material changes and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years or in the aggregate over such period (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Below is a representative list of events intended to provide examples of what JRC considers a material change in financial condition. This list is intended to be indicative only and not exhaustive. At the discretion of JRC, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes:

- (a) An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- (b) A change in tangible net worth of 10% of shareholder equity;

(c) A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;

(d) A downgrade in credit rating for the affected entity or parent corporation of the affected entity;

(e) Non-payment of any debt service;

(f) Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;

(g) In the current and three most recently completed fiscal years or in the aggregate over the three most recently completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then current shareholder equity; or

(h) Other events known to the affected entity which represents a material change in financial condition over the past three (3) fiscal years or may be pending for the next reporting period.

### **1.3. Off-Balance Sheet Liabilities**

For each entity for which financial information is submitted, provide a letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant: (a) identifying all off-balance sheet liabilities or arrangements in excess of \$25,000,000 in the aggregate; or (b) stating there are no such off-balance sheet liabilities or arrangements.

### **1.4. Financially Responsible Party Letter of Support**

If Financial Statements of a Financially Responsible Party are provided to demonstrate financial capability of a Proposer, Equity Members, or, if applicable, the Lead Contractor, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of the Proposer, the Equity Member, or, if applicable, the Lead Contractor, as applicable with respect to the Work. If Financial Statements are not provided for a Proposer, the entity that supplies the Financial Statements shall be a Financially Responsible Party. This letter must be signed by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for the Lead Contractor, then such Financially Responsible Party may, in JRC's sole discretion, be required to guarantee the performance of the Lead Contractor.

The Proposers shall note that JRC may, based upon the review of the information provided pursuant to Volume 2, or a Proposer's form of organization, specify that an acceptable Financially

Responsible Party or a parent or affiliate guaranty is required as a condition precedent prior to qualification or award of the Contract.

For purposes of this Section 1.2, (i) “parent company” means parent companies at any tier and (ii) “affiliate company” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving a Proposer, any Equity Member, or, if applicable, Lead Contractor, as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Proposer, any Equity Member, or, if applicable, Lead Contractor), and other financially liable or responsible parties for the entity.

### **1.5. Surety Letter**

Provide a letter from an Eligible Surety indicating that the Proposer team is capable of obtaining a performance bond (or bonds) and a payment bond (or bonds), each in a minimum aggregate stated amount of \$500,000,000, in each case, as evidence of the Proposer’s bonding capacity. Letters can be provided that exceed the \$500,000,000 aggregate, but letters indicating “unlimited” bonding capability are not acceptable.

The letter must specifically state (a) that the surety/insurance company has read this RFQ and any addenda and (b) evaluated the Proposer’s backlog and work-in-progress in determining its bonding capacity.

If a Proposer or other entity to obtain the bonds is a joint venture, partnership, limited liability company, or other association, separate letters for one or more of the individual equity owners are acceptable, as is a single letter covering all equity owners of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$500,000,000 that the Eligible Surety is indicating it is willing to provide. Statements such as the entity’s share of the work/bond amount or the like are not acceptable.

JRC has not yet determined the specific amount or form of payment and performance bonds that it will require for the Work. The Proposers are advised that the RFP may, to the extent commercially available and determined appropriate by JRC for the Work, require payment and performance bond amounts in an amount other than the amounts referenced in this RFQ. JRC shall delineate such requirements, which will be consistent with applicable law, in the RFP.

# **PART C**

## **Forms**

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**FORM A  
TRANSMITTAL LETTER**

PROPOSER: \_\_\_\_\_

SOQ Date: January 15, 2020

MOCA Systems  
Park Tower  
980 9<sup>th</sup> Street, Suite 2140  
Sacramento, CA 95814  
Attention: Mr. David Hart, Owner's Representative

The undersigned ("Proposer") submits this Statement of Qualifications (this "SOQ") in response to the Request for Qualifications (RFQ No. 2000505) dated December 2, 2019 (as amended, the "RFQ"), issued by the Joint Rules Committee ("JRC"), for the procurement of a Construction Manager at Risk ("CMR") for the Replacement of the Existing California State Capitol Annex ("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:

Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Confidential Contents Index, Proposer Structure and Experience, (including **Forms B-1, D, E, and H**), Personnel Resumes, and **Forms B-2** and **C**; and

Volume 2: Financial Statements, Financially Responsible Party Letter of Support, Surety or Bank/Financial Institution Letter

The Proposer acknowledges access to all materials posted on the Website with respect to the Project and 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,

except to the extent of any payment offered by JRC for work product, as described in Part A, Section 4.3 of the RFQ.

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 and understands that it limits 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: \_\_\_\_\_

Contractor's License Number: \_\_\_\_\_

*[insert appropriate signature block from following pages]*



1. Sample signature block for corporation or limited liability company:

*[Insert the Proposer's name]*

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

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

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

2. Sample signature block for partnership or joint venture:

*[Insert the Proposer's name]*

By: *[Insert general partner's or member's name]*

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

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

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

*[Add signatures of additional general partners or members as appropriate]*

3. Sample signature block for attorney in fact:

*[Insert the Proposer's name]*

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

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

Attorney in Fact

4. Sample signature block for a Proposer not yet formed as a legal entity:

*[Insert the Proposer's name]*

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

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

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

**FORM B-1 – PROPOSER TEAM SUMMARY\***

<b>PROPOSER</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>EQUITY MEMBER (<i>Duplicate for each Equity Member</i>)</b>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

<b>FINANCIALLY RESPONSIBLE PARTY (<i>Duplicate for each Financially Responsible Party</i>)</b>	
<b>NAME OF FIRM</b>	
<b>CONTACT PERSON</b>	
<b>ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>EMAIL ADDRESS</b>	

**FORM B-2**  
**INFORMATION REGARDING**  
**PROPOSER, EQUITY MEMBERS, AND FINANCIALLY RESPONSIBLE PARTIES\***

*\* Please do not leave any blank spaces; if not applicable, so state.*

Name of Proposer: \_\_\_\_\_

Name of firm completing Form B-2: \_\_\_\_\_

Firm's role on Proposer team (check one):

Proposer;  Equity Member;  Financially Responsible Party

Year established: \_\_\_\_\_ State/county of organization: \_\_\_\_\_

Firm's licenses, registrations and credentials: \_\_\_\_\_

Name of firm's authorized representative executing Form B-2: \_\_\_\_\_

Representative's Title: \_\_\_\_\_

Representative's Phone No.: \_\_\_\_\_ Email address: \_\_\_\_\_

Name of firm's CEO/chairperson: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

North American Industry Classification Code: \_\_\_\_\_

Type of Business Organization (check one):

Corporation

Partnership

Joint Venture

Limited Liability Company

Other (describe) \_\_\_\_\_

A. Business address: \_\_\_\_\_

Headquarters address: \_\_\_\_\_

Location of office performing work: \_\_\_\_\_

B. Describe firm's role/anticipated scope of work: \_\_\_\_\_

- C. If the firm completing **Form B-2** 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, in the space below. Complete a separate **Form B-2** and **Form C** (Certification) for each partner, joint venture member, and member firm and include in the SOQ.

Name of entity	Role (e.g., partner, joint venture member, member)

- D. If the firm is the Proposer:

If the Proposer organization has already been formed, as an attachment, provide complete copies of the organizational documents and, if available, evidence of the Proposer's right to conduct business in the State. If the Proposer organization has not yet been formed, provide draft copies of the underlying agreements, if available. In the event that final agreements relating to participation of Equity Members have not been finalized at the time of the SOQ submittal, Equity Members shall submit letters of agreement signed by an authorized officer of each Equity Member describing the organization to be formed and committing to finalize the organizational documents prior to the Proposal submittal. If the Proposer is a partnership, joint venture, limited liability company, or other privately held company, include a statement that the Equity Members will be fully liable for performance under the Contract if the Proposer is selected.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's authorized representative:

By: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

*[Please make additional copies of this form as needed.]*

**FORM C**

**RESPONSIBLE PROPOSER, EQUITY MEMBER, AND FINANCIALLY RESPONSIBLE  
PARTY QUESTIONNAIRE AND CERTIFICATION**

Proposer: \_\_\_\_\_

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

1. Has the Applicant Firm or any affiliate\* or any current officer, director, or employee of either the firm or any affiliate, been indicted or convicted of bid (e.g., fraud, bribery, collusion, conspiracy, antitrust, etc.) 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:

2. Has the Applicant Firm or any affiliate\* 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:

3. Has the Applicant Firm or any affiliate\* ever been disqualified, removed, debarred, or suspended from performing 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:

4. Has the Applicant Firm or any affiliate\* 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.

5. Has any construction project performed or managed by the Applicant Firm or, to the knowledge of the undersigned, any affiliate\* 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 owner contact information including telephone numbers.

6. Has the Applicant Firm or any affiliate\* 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:

7. Has the Applicant Firm or any affiliate\* 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:

8. With respect to each of Questions 1-7 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 Applicant Firm that could result in the firm being found liable, guilty, or in violation of the matters referenced in Questions 1-7 above 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 1-7 above:

9. 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 Applicant Firm or any affiliate\*?

Yes  No

If yes, please explain:

10. In the past five (5) years have there been any citations, assessed penalties, or settlements against the Applicant Firm or any affiliate\* 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:

11. Has there been any instance where the Applicant Firm or any affiliate\*, 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:

12. Has there been any settled adverse claim, dispute, or lawsuit between the owner of a public works project and the Applicant Firm or any affiliate\* 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:

13. In the past five (5) years has the Applicant Firm or any affiliate had liquidated damages assessed against it during or after completion of a contract?

Yes  No

If yes, please explain:

14. Has a surety for the Applicant Firm or any affiliate\* completed a contract on your behalf or paid for completion because your Applicant Firm or any affiliate\* was in default or terminated by the project owner within the last five (5) years?

Yes  No

If yes, please explain:

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

Yes  No

If yes, please explain:

16. Has the Applicant Firm or any affiliate\* ever been an “expatriate corporation” as that term is defined in California Public Contract Code (PCC) §10286.1(b)?

Yes  No

If YES, provide the date such “expatriate corporation” was established: \_\_\_\_\_

If YES, does the entity meet the requirements of PCC §10286.1(b)(2)(A) or (B)?

No

Yes, the entity meets the requirements of PCC §10286.1(b)(2)(A); OR

Yes, the entity meets the requirements of PCC §10286.1(b)(2)(B).

17. In the past five (5) years, has the Applicant Firm 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:

The term “affiliate” has the meaning given in Part B, Section 1.9.2 of this RFQ.



## 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 APPLICANT FIRM, AND SUBMITTED WITH THE QUESTIONNAIRE.

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Applicant Firm to participate in this Project as CMR, Equity Member, or member of the Proposer's team. The signer has read and understands the requirements of the program, and has read and understands the instructions for completing this form.

### DECLARATION

I, (printed name) \_\_\_\_\_, state that I am the (title) \_\_\_\_\_ of Applicant Firm. I certify that I have read and understood the questions contained in the attached Questionnaire, 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

*[Please make additional copies of this **Form C** and Certification as needed.]*

### NOTICE TO APPLICANTS

A material false statement, omission or fraudulent inducement made in connection with this questionnaire is sufficient cause for disapproval of the firm'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 D**  
**PROJECT INFORMATION**

<b>Entity Involved (e.g., Proposer or Equity Member), Project Name and Contract Number <sup>(1)</sup></b>	<b>Owner Information <sup>(2)</sup></b>	<b>Project Description (including delivery method: CMR, GC/CM, CMA, design-bid-build, design-build, etc.)</b>	<b>Dates Work Performed</b>	<b>Contract Value: Original Contract Price and Final Contract Price</b>	<b>Project Role, Description and Amount of Work Performed</b>	<b>Project Outcome or Current Status <sup>(3)</sup></b>

Notes:

- (1) If the specific entity that undertook the identified project is not the Proposer or Equity Member, as applicable, but, rather an “affiliate” of such entity, please expressly indicate and identify the entity and its relationship to the Proposer or Equity Member, as applicable. At JRC’s sole discretion, such entity may be required to be a Financially Responsible Party and provide a guaranty of CMR under the Contract.
- (2) For owner information, provide owner’s name, address, contact name, and current email address and telephone number.
- (3) Identify and describe (a) any increases in the original contract amount by \$100,000 or more, (b) any time extensions for completion or other deadlines/milestones, and (c) the reasons for such increases or time extensions, as applicable. If none, indicate “none”.

This form must be submitted for each project identified in Part B, Volume 1, Sections 5.1 and 1.5.2 and may not exceed one (1) page per project and fifteen (15) pages in the aggregate. This separate “Notes” page shall not be counted towards the fifteen (15) pages in the aggregate.

**EXHIBIT 1**  
**ABBREVIATIONS AND DEFINED TERMS**

Unless otherwise specified, the following abbreviations or terms used in this Request for Qualifications shall have the meanings given below:

<b>CMR</b>	Construction Manager at Risk
<b>FLCC</b>	Fixed Limit of Construction Costs
<b>IFRS</b>	International Financial Reporting Standards
<b>JRC</b>	Joint Rules Committee of the California State Legislature
<b>RFP</b>	Request for Proposals
<b>RFQ</b>	Request for Qualifications
<b>SOQ</b>	Statement of Qualifications
<b>U.S. GAAP</b>	U.S. Generally Accepted Accounting Principles

**Affiliate** has several meanings, depending on the context, in this RFQ. See Part A, Section 7.3 and Part B, Volume 1, Section 1.9.2.

**Annex Act** has the meaning given in Part A, Section 7.2.

**Applicant Firm** means the entity completing a **Form C**.

**Controlling Interest** means an interest held by a Person in another Person, when (a) such Person holds, directly or indirectly, beneficially or of record, a majority of the voting rights in such other Person; or (b) such Person possesses, directly or indirectly, the power to cause the direction of the management of such other Person, whether through voting securities, by contract, family relationship, or otherwise.

**Day or day** means a calendar day, unless otherwise stated.

**Construction Manager at Risk or CMR** means the Short-Listed Proposer to whom JRC awards the Contract to undertake the Work.

**Contract** has the meaning given in Part A, Section 1.

**Eligible Surety** means a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at <https://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service, and Standard & Poor's Ratings Group) or rated least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

**Equity Member** means (i) each member of a joint venture; (ii) each general partner of a limited or general partnership; (iii) each managing member of a limited liability corporation; (iv) each entity holding an equity interest in the Proposer entity if the Proposer entity was formed less than one year prior to the SOQ Submittal Deadline; (v) each entity proposed to holding an equity interest in the Proposer entity if the Proposer entity is not yet formed as of the SOQ Submittal Deadline; and (vi) each other entity with a Controlling Interest in the Proposer (whether as a member, partner, shareholder, joint venture member, or otherwise). Notwithstanding the foregoing, if the applicable entity is a publicly traded company, shareholders with less than a 10% interest in the entity shall not be considered Equity Members.

**Financially Responsible Party** means the Financially Responsible Party means the parent company, affiliate, or other entity (if any) whose financial statements the Proposer provides to demonstrate in its SOQ the financial capacity of the Proposer and / or an Equity Member.

**Fixed Limit of Construction Costs** has the meaning set forth in Part A, Section 3.2.

**JRC** means the Joint Rules Committee of the Legislature of California.

**Key Personnel** means those personnel listed as Key personnel in Part B, Section 1.7.

**Preferred Proposer** means the Proposer whose Proposal JRC selects as offering the best value to JRC.

**Project** shall have the meaning given in Part A, Section 1.1.

**Project Definition Documents** means the Project Oversight and Sequence Report, Annex Design Guidelines and Test Fit analysis.

**Proposal(s)** shall mean proposals submitted by Short-Listed Proposers in response to the RFP.

**Proposer(s)** means a team or any of the teams submitting a SOQ in response to this RFQ.

**Public Records Laws** has the meaning given in Part A, Section 7.2.

**Request for Proposals** has the meaning given in Part A, Section 1.5.

**Request for Qualifications** has the meaning given in Part A, Section 1.1.

**Owner's Representative** means the individual designated as such in Part A, Section 4.3.

**Short-Listed Proposers** has the meaning given in Part A, Section 1.7.

**Statement of Qualifications** has the meaning given in Part A, Section 1.1.

**SOQ Submittal Deadline** means January 15, 2020, at 12:00 p.m. Pacific Standard Time.

**Website** means <https://annex.assembly.ca.gov/content/vendor-rfqrfp>.

**Work** means the general scope of work of design and construction of the Project, as generally described in Part A, Section 1.6 and Part A, Section 2.3. Additional details concerning the Work shall be in the RFP.

**EXHIBIT 2  
SOQ SUBMITTAL OUTLINE**

<b>SOQ Component</b>	<b>Form (if any)</b>	<b>RFQ Section Cross-Reference</b>
<b>VOLUME 1 – <i>Submit 1 original and 5 copies of Volume 1</i></b>		
<b>GENERAL</b>		
(a) Transmittal Letter	Form A	Part B, Volume 1, General, (a)
(b) Executive Summary (not to exceed 3 pages)	--	Part B, Volume 1, General, (b)
(c) Confidential Contents Index (executed by the Proposer)	--	Part B, Volume 1, General, (c)
<b>PROPOSER STRUCTURE AND EXPERIENCE</b>		
1.1 Proposer	--	Part B, Volume 1, Section 1.1
1.2 Equity Members	--	Part B, Volume 1, Section 1.2
1.3 Proposer and Management Structure	--	Part B, Volume 1, Section 1.3
1.4 Form B-1 and Organization Charts	--	Part B, Volume 1, Section 1.4
(a) Form B-1	Form B-1 (may be attached as an appendix to Volume 1)	Part B, Volume 1, Section 1.4
(b) Organization Chart – Proposer Structure	--	Part B, Volume 1, Section 1.4
(c) Organization Chart – Key Personnel	--	Part B, Volume 1, Section 1.4
1.5 Relevant Experience	--	Part B, Volume 1, Section 1.5
1.5.1 Experience with Comparable Projects	--	Part B, Volume 1, Section 1.5.1
1.5.2 California Experience	--	Part B, Volume 1, Section 1.5.2
1.6 Project Information	Form D (may be attached as an appendix to Volume 1)	Part B, Volume 1, Section 1.6

<b>SOQ Component</b>	<b>Form (if any)</b>	<b>RFQ Section Cross-Reference</b>
1.7 Key Personnel	--	Part B, Volume 1, Section 1.7
1.8 Key Personnel Resumes		Part B, Volume 1, Section 1.8
1.9 Legal Information	--	Part B, Volume 1, Section 1.9
1.9.1 Legal Issues	--	Part B, Volume 1, Section 1.9.1
1.9.2 Legal Liabilities	--	Part B, Volume 1, Section 1.9.2
1.9.3 Legal Proceedings	--	Part B, Volume 1, Section 1.9.3
1.10 Prior Teaming	--	Part B, Volume 1, Section 1.10
(a) Proposer Team	--	Part B, Volume 1, Section 1.10(a)
(b) Key Personnel	--	Part B, Volume 1, Section 1.10(b)
1.11 Form B-2	Form B-2	Part B, Volume 1, Section 1.11
1.12 Form C	Form C	Part B, Volume 1, Section 1.12
<b>VOLUME 2 – Submit 1 original and 5 copies of Volume 2</b>		
<b>FINANCIAL INFORMATION</b>		
A. Financial Statements	--	Part B, Volume 2, Section 1.1
B. Financially Responsible Party Letter of Support	--	Part B, Volume 2, Section 1.2
C. Surety Letter	--	Part B, Volume 2, Section 1.3

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.