

REQUEST FOR QUALIFICATIONS

FOR

DESIGN-BUILD ENTITIES

FOR A

PROGRESSIVE DESIGN-BUILD

FOR THE

O Street State Parking Garage

SPIF PROGRAM 4.0

SACRAMENTO, CALIFORNIA



Issue Date:

July 29, 2026

Statement of Qualifications Due Date:

September 2, 2026 (before 2:00 p.m.)

Prepared By

State of California
Department of General Services
Real Estate Services Division
Project Management and Development Branch
707 3rd Street, 4th Floor
West Sacramento, CA 95605

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I. PROJECT INFORMATION

A. PROJECT DESCRIPTION

The project consists of the design and construction of a new 750-space parking garage located at the existing parking lot at 12th and O Street in downtown Sacramento. The goal of the project is to provide safe, efficient, and modern parking facilities to support State operations and the surrounding community. The new parking structure will be designed to maximize parking capacity within the available footprint, incorporate sustainable building practices, and ensure compliance with all applicable codes and accessibility standards.

Key features of the project include:

- A multi-level parking structure with a total capacity of approximately 750 vehicles.
- Modern safety and security systems, including lighting, surveillance, and emergency communication.
- A comprehensive parking management system to optimize space utilization, streamline entry and exit, and enhance user experience.
- Infrastructure to support electric vehicle charging stations.
- Bicycle parking and pedestrian-friendly access points.
- Durable materials and easily maintainable facility.
- Efficient circulation patterns for vehicles and pedestrians.
- Sustainable design elements, including the requirement for obtaining a LEED Silver certification

The parking garage will serve State employees, visitors, and the public, and is intended to enhance mobility and access in the downtown Sacramento area.

B. PROJECT VISION CRITICAL SUCCESS FACTORS AND ASPIRATIONS

The Department of General Services aims to construct a parking garage that is modern both inside and out, incorporates innovative parking and mobility solutions, and creates a safe, user-friendly environment. The facility will prioritize sustainability and ease of maintenance. The ideal parking structure will be forward-thinking yet practical, adaptable to evolving transportation needs, and capable of serving State employees, visitors, and the general public throughout its lifespan. DGS intends for the parking garage to embody the following critical success factors.

BUILD ON SUCCESS

- Safe, secure, and code compliant facility
- Maximize value within State's budget
- Balance and achieve project goals, including mobility and access for all users
- Fiscally responsible operations and maintenance
- Distinctive, functional design that enhances urban landscape

DURABLE

- Flexible configurations for various vehicle types and future needs
- Capacity for approximately 750 vehicles

- Use of durable materials for long-term performance
- Robust systems for safety, security, and efficient circulation
- Designed for a 50-year lifecycle

GREAT USER EXPERIENCE

- Well-lit spaces and clear wayfinding for ease of navigation
- Modern amenities and appealing aesthetics
- Innovative parking management as baseline
- Healthy, safe interiors and pedestrian-friendly access points
- Positive experience for all users—drivers, cyclists, and pedestrians

COMMUNITY RESPONSIVE

- Align alterations and improvements with community standards
- Design responsive to Sacramento's urban context
- Serve the needs of employees, visitors, and the public

SUSTAINABLE

- Reliable, efficient systems including EV charging infrastructure
- LEED Silver v5.0 certification requirement

C. PROJECT CRITERIA

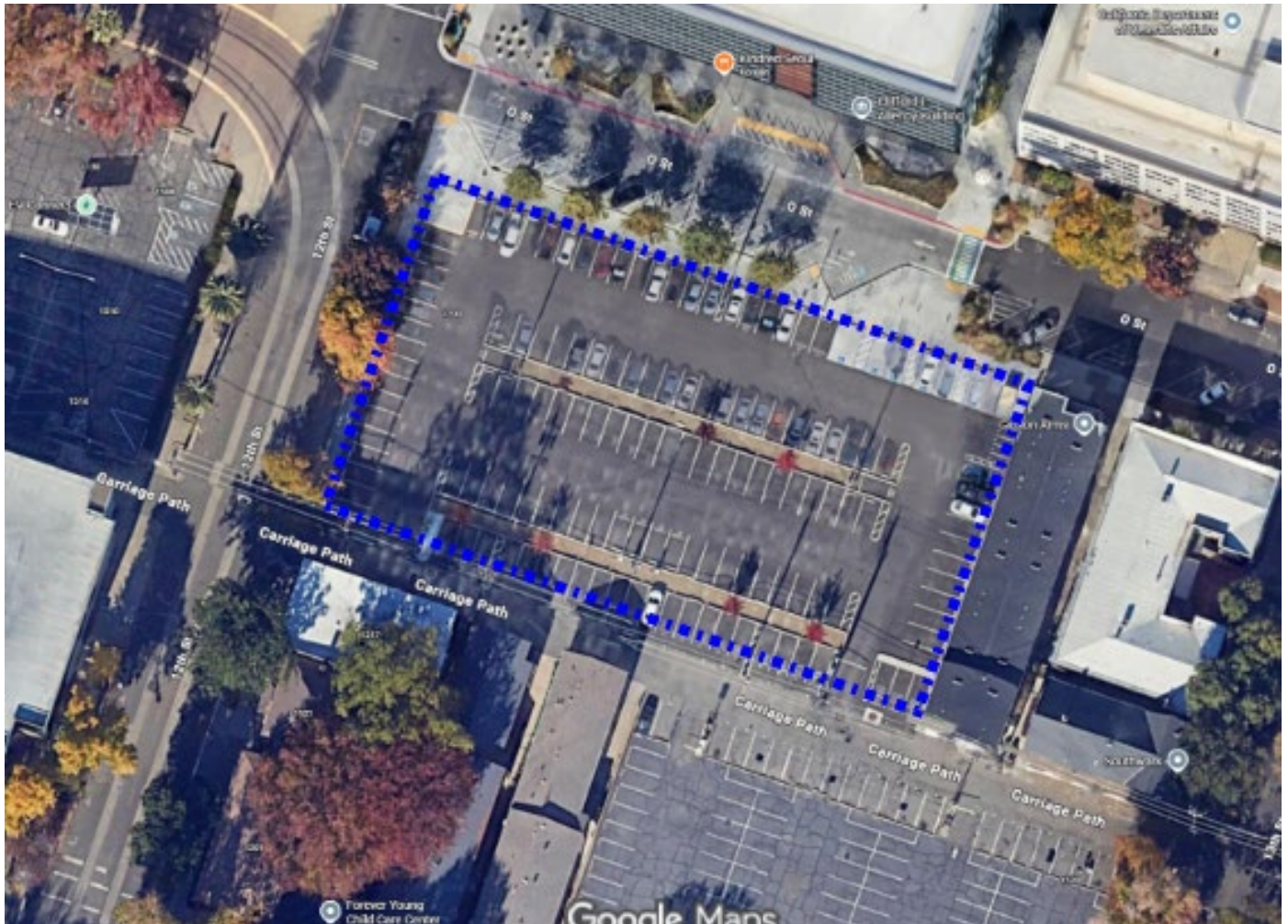
The State has not prepared a Project Criteria document for this project. Instead, all project requirements, including design and construction goals, expectations, existing conditions, contract requirements, and other necessary specifications, will be collaboratively developed by the State and the selected Design-Build Entity during the Preconstruction Phase of the Progressive Design-Build project delivery.

No technical questions pertaining to project requirements will be reviewed, accepted, or answered during the RFQ period. All questions regarding project requirements will be addressed only during the Preconstruction Phase and exclusively with the selected Design-Build Entity. Any discrepancies or clarifications needed will be discussed and resolved with the State during Preconstruction, after contract award. It is anticipated that the collaboratively developed project requirements will be used to establish the Guaranteed Maximum Price and will become part of the Agreement moving forward into the Progressive Design-Build Phase.

O Street State Parking Garage

Request for Qualifications for Design-Build Entities

Birdseye View – Existing Parking Lot



II. GENERAL PROCUREMENT/DELIVERY PROCESS AND REQUIREMENTS

A. GENERAL INFORMATION

Project: O Street State Parking Garage
 Location: 12th and O Streets, Sacramento, California
 Owner: State of California (hereinafter "State")
 Pre-Construction Phase Budget: \$750,000
 Design-Build Budget: \$38,000,000

Preliminary Project Schedule		
Event	Dates	Calendar Days
Select DBE	10/28/2026	N/A
Notice to Proceed	12/17/2026	N/A
Preconstruction Phase	12/17/2026-5/5/2027	140
Progressive Design-Build Phase	9/13/2027-9/12/2029	730
Completion	9/12/2029	N/A
Guarantee Period	09/13/2029 - 9/13/2030	365

B. PROCUREMENT METHOD

For this Project, the State is utilizing a Progressive Design-Build procurement method to select a single entity to provide both the design and construction of the Project through a qualifications-based selection process pursuant to Section 13332.19 of the Government Code and Section 10198 Public Contract Code. In accordance with this procurement method, a Guaranteed Maximum Price to complete the Progressive Design-Build Phase of the Project will be established during the Project's Preconstruction Phase. The State, as its sole and absolute discretion, may amend the contract awarded pursuant to this procurement, if any, to direct the Contractor to complete the Progressive Design-Build Phase for an amount no greater than the Guaranteed Maximum Price. In the event the State and the Contractor do not agree to a Guaranteed Maximum Price, or the State elects not to amend the Contract to complete the remaining work, for any reason, the State may solicit proposals to complete the Project from firms that submitted Statements of Qualifications pursuant to this procurement and/or solicit proposals from other design-build entities pursuant to Public Contract Code Section 10198.4. Any and all criteria, information, documentation, deliverables or other product developed as part of the Preconstruction Phase shall become the sole property of the State and may be used by the State to complete and close out the Project at no additional costs or expense to the State.

The State is utilizing a two (2) part process for the procurement of the DBE and construction of this Project.

Part 1— Request for Qualifications (RFQ): Interested DBEs shall submit a Statement of Qualifications (SOQ) as further defined in this RFQ. The SOQ's received will be reviewed and scored by the Department of General Services (DGS) in accordance with the scoring matrix included in Section III.

Preconstruction Phase Cost Proposal:

The budget for the preconstruction phase of the project is \$750,000. Each respondent shall include a completed preconstruction cost form with their submission. The cost form shall align with the pre-construction budget of \$750,000. The form shall be populated with the submitting firms proposed staff names, titles, rates and level of effort (in hours), all of which should align with the proposer's approach to achieve a GMP within the States

published preconstruction phase budget and schedule. The specific approach for developing the GMP should be detailed in Section 5, Project Approach, Item 2, Guaranteed Maximum Price (GMP) Development

Part 2 – Interview/Selection: It is anticipated that no more than the three (3) highest scoring DBE's will be interviewed by a Selection Committee to further evaluate their qualifications and to provide the DBEs the opportunity to clarify and elaborate on the written material previously submitted in the SOQ package. The State will evaluate and score the DBE submissions and the interviews and will select a DBE for the project.

Preconstruction Phase: After selecting a design-build entity based upon qualifications, the State may enter into an Agreement and direct the design-build entity to begin design and preconstruction activities sufficient to establish a GMP for the Project. See Sample Standard Agreement, Exhibit A included in Section VI. This sample agreement does not include a Preconstruction Phase scope of work, as the scope of work will be developed after the selection of the DBE.

Progressive Design Build Phase: Upon the acceptance of the GMP, the State will amend the agreement to include the Progressive Design-Build Phase and direct the design-build entity to complete the remaining design and preconstruction activities, and all construction activities, necessary to complete construction and closeout of the Project.

Project Delivery: It is anticipated that the term for Completion and delivery of both phases of the Project within thirty-four- (34) months of the State's issuance of a Notice to Proceed. The State reserves the right to terminate the selection, contract negotiations, or contract processing proceedings at any time.

C. DEFINITIONS

The following "terms" are used throughout this Request for Qualifications and are defined as follows:

Agreement: The written and executed document known as the State of California Standard Agreement STD 213, together with those Contract Documents identified therein and any Change Orders or Amendments thereto made in writing, signed by the parties, and approved as required. The terms Agreement and Contract are used interchangeably throughout this document.

Best Value: The value determined by evaluation of objective criteria that relate to demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Other factors that will be considered include, features, functions, life cycle costs, experience, and past performance.

Contract Documents: The Contract Documents form the Contract for Design Build and consist of the Agreement, together with those documents set forth in the Agreement and any Change Orders or Amendments thereto made in writing, signed by the parties and approved as required.

Contractor: The Design-Build Entity that has entered into a Contract with the State, identified as such in the Contract, and referred to throughout the Contract as if singular in number. The term "Contractor" means the Contractor or the Contractor's representatives and includes those representatives providing construction contracting, professional architectural and/or professional engineering services as required herein.

Construction Subcontract: Each subcontract awarded by the design-build entity to a subcontractor that will perform work or labor or render service to the design-build entity in or about the construction of the work or improvement, or a subcontractor licensed by the State of California that, under subcontract to the design-build entity, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the design-build team.

Design-Build: A construction procurement process in which both the design and construction of a project are procured from a single entity.

Design-Build Budget: The budget amount established by the State that represents the total cost for the Project, including the cost to perform all activities necessary to complete the Preconstruction Phase and the Progressive Design-Build Phase.

Design-Build Entity (DBE): A partnership, limited liability company, joint venture, corporation, or other legal entity that is able provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to a Design-Build Contract.

Design-Build Team: The DBE itself and the individuals and other entities identified by the DBE as members of its team. Members shall include, but are not limited to, the Architect and Engineers of Record, the general contractor, and any subcontractors responsible for the design and construction of the Project.

Design-Build Primary Team: The DBE itself, the general contractor (if not the DBE), the Architect of Record (AOR), and the Design Architect (if not the AOR).

Guaranteed Maximum Price (GMP): The maximum payment amount agreed upon by the State and the DBE for the DBE to finish all remaining design, preconstruction, and construction activities to complete and close out the project.

Preconstruction Phase: The period following the award of a contract to a DBE for a progressive design-build project in which the DBE completes necessary design activities and any preconstruction activities to produce a GMP.

Progressive Design-Build Project: A capital outlay project using the progressive design-build construction procurement process.

Progressive Design-Build: A project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualification-based selection at the earliest feasible stage of the project.

Progressive Design-Build Phase: The remaining design and preconstruction activities necessary after the Preconstruction Phase, and all construction activities, necessary to complete construction and closeout of a progressive design-build project.

Qualifications Based Selection: The process by which the Department solicits for services from the design-build entities for a progressive design-build project.

Statement of Qualifications (SOQ): The DBE's response to the Request for Qualifications (RFQ), including all the information required to be submitted by the DBE, in response to this RFQ.

D. DESIGN BUILD OVERVIEW

The Design-Build Entity will be responsible for the total design and construction of the project including, but not limited to, all applicable agency approvals, planning, design, engineering, LEED Certification, permits and construction. In addition, the Design-Build Entity will be responsible for all start up and testing, commissioning and coordination of commissioning with the State's independent agent to validate the building's systems are functioning per the design, installation of furniture and equipment, and assistance with the State's activation of the Project. The Design-Build Entity will be responsible for all surveying and geotechnical investigation needed for the design of the Project, environmental MMRPs, hazmat removal and remediation, and existing utility and subsurface conditions investigations to confirm site conditions

E. PROPOSAL MANAGER AND POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Proposal Manager: Each DBE interested in submitting a SOQ shall designate one (1) individual as its Proposal Manager who shall be the single point of contact for questions, inquiries, clarifications, and correspondence

during the entire RFQ process. The DBE shall submit to the State a completed Identification of Design-Build Entity Proposal Manager form (Attachment A included herewith).

Any substitution of the DBE's Proposal Manager during the RFQ processes shall be made in writing to the State.

Potential Conflict of Interest Disclosure: The DBE, General Contractor (if not the DBE), Architect of Record (AOR), and the Design Architect (if not the AOR) each shall submit to the State a completed Potential Conflict of Interest Disclosure (Attachment B included herewith).

Return the Identification of Design-Build Entity Proposal Manager form (Attachment A) together with all Potential Conflict of Interest Disclosures (Attachment B) via email as noted in each attachment and by the date noted in the RFQ Procurement Schedule. A failure to do so may result in disqualification.

F. STATE CONSULTANTS

The State has retained the consultants ("State Consultants") identified in the State Consultants Table below. These firms will assist the State in the administration of the Project. The DBE will be expected to work collaboratively with those State Consultants and the State's project management and inspection teams during the Project.

STATE CONSULTANTS TABLE	
Services	Consultant Firm
Construction Management	TBD
Environmental Consultant	Ascent

Consultant firms who have participated in the preparation of the Project documents are not allowed to participate on any Design-Build Team in any capacity on this Project.

Individuals who are currently employed as State Consultants or have previously participated in the preparation of the Project documents, are not allowed to participate on any Design-Build Team in any capacity on this Project.

The State may also retain additional consultants to assist with the Project as it deems necessary. The services performed by any State contracted consultants will not release the DBE from its responsibility to provide code-compliant designs and complete construction, including but not limited to, complete start-up and commissioning of all facility systems and elements.

G. OBTAINING THE RFQ

Interested DBEs may obtain the RFQ package, which contains the Identification of Design-Build Entity Proposal Manager and Potential Conflict of Interest Disclosure forms, by downloading it from the State website (the link is the Cal eProcure homepage with various info/tutorials):

<https://www.caleprocure.ca.gov/pages/index.aspx>

H. MANDATORY RFQ BRIEFING CONFERENCE

Interested DBEs must attend a **Mandatory RFQ Briefing Conference**. The focus of the conference is to review the RFQ process and submittal requirements, general project scope, the State's Small Business and Disabled Veterans Business Enterprises (DVBE) program goals and requirements, and the qualification process. A designated representative (employed by the DBE) must attend this conference on the DBE's behalf.

The Department of General Services will conduct the Mandatory RFQ Briefing Conference virtually on August 10, 2026 at 9:00 A.M., PDT. The meeting may be accessed using the following link:

[O Street State Parking Garage RFQ Conference Link](#)

I. QUESTIONS PROCEDURE

Questions pertaining to this RFQ will only be accepted from DBEs that attended the Mandatory RFQ Briefing Conference and must be submitted in writing via e-mail to the name and address found in the Contact Information paragraph at the end of this section. Submit all questions by the deadline stipulated in the RFQ Procurement Schedule (below). Questions received after this deadline will not be considered.

Copies of all questions submitted by Design-Build Entities, and subsequent answers, will be distributed via written addenda by email on the date indicated in the RFQ Procurement Schedule to all DBEs that have submitted the Identification of Design-Build Entity Proposal Manager form and have attended the Mandatory RFQ Briefing Conference.

The State will also post addenda to the State Cal eProcure site. Failure of a DBE to receive addenda shall not entitle the DBE to an extension of the schedule nor shall it permit the submission of any additional information after the deadline set forth in the RFQ Procurement Schedule. All addenda will be posted by the date shown in the RFQ Procurement Schedule.

J. COMMUNICATION WITH THE STATE

Under no circumstances are any of the prospective DBEs or anyone on the prospective Design-Build Teams to contact, discuss with, or inquire of any State Consultant, employee, elected official or member on any matter relating to this solicitation process. This requirement is to ensure that the same information is received by all interested parties and no inconsistent, incomplete, or inaccurate information is communicated. Information obtained outside this request for qualification process cannot be relied upon.

Unauthorized contact of any individual as described above may be cause for rejection of the DBE's SOQ. All inquiries concerning this solicitation shall be directed to the name and address found in the Contact Information paragraph below. No telephone inquiries will be answered.

K. LABOR COMPLIANCE

The successful Design-Build Entity, including the General Contractor and all subcontractors/subconsultants regardless of tier, must comply with the provisions of State Senate Bill 854 (Stat. 2014, chapter 28), which became effective January 1, 2015. Including the following:

1. This project is considered a public works project per Labor Code Section 1720. As such, pursuant to Sections 1725.5 and 1771.1 of the Labor Code, all contractors and subcontractors must be currently registered with the Department of Industrial Relations (DIR) in order to qualify to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code; or engage in the performance of any contract for public work. Limited exceptions for Joint Ventures and Projects with Federal Funds may apply pursuant to Section 1771.1 of the Labor Code. Registration process, fees, and related information may be obtained from the DIR website at:
<http://www.dir.ca.gov/public-works/publicworks.html>
2. No contractor or subcontractor may be awarded a contract for public works on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

3. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

L. PREVAILING WAGE AND COMPLAINT MONITORING

1. Pursuant to Labor Code Section 1774, the contractor and any subcontractors, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. Copies of the prevailing rate of per diem wages are on file at the Department of General Services, which shall be made available to all interested parties; alternatively, wage rates may be accessed on the internet at:

http://www.dir.ca.gov/DLSR/statistics_research.html

2. All certified payroll records must be submitted electronically to the Department of Industrial Relations and to the Department of General Services. Further details will be provided in the Agreement.

M. PROJECT LABOR AGREEMENT

This Project will be subject to a Project Labor Agreement (PLA) pursuant to Public Contract Code section 10191(c)(2)(C). Any such PLA will be negotiated by the General Contractor and the State Building Trades. The State is not signatory to the PLA negotiated by the General Contractor. At the State's discretion, a sample PLA may be provided as a starting place for negotiations. The Design-Build Entity, General Contractor, and all contractors and subcontractors of all tiers shall comply with the requirements set forth in the finalized PLA. The PLA may also contain community benefit provisions to ensure that a local workforce is employed on the project, with requirements intended to be provided in the Project Criteria. By virtue of submitting an SOQ, the Design-Build Entity agrees to enter into such a PLA as described in this RFQ.

N. DISABLED VETERAN BUSINESS ENTERPRISE AND SMALL BUSINESS PARTICIPATION

1. The State of California acknowledges Disabled Veteran Business Enterprise (DVBE) and Small Business (SB) contributions to California's economy, in part, through the SB Participation Program and DVBE Participation Program. In accordance with the Governor's Executive Order D-37-01, the State is committed to promote and facilitate full Design-Build Entity participation with these programs.
2. The State has established that DVBE participation for the Project is a mandatory minimum of three percent (3%) of the contract amount or value, and that the goal for SB participation is a minimum of twenty-five percent (25%) of the contract amount or value.
3. The Design-Build Entity will be required to develop a comprehensive SB/DVBE utilization plan that fully outlines the Design-Build Entity's commitments and processes to contract with certified SBs and DVBEs in order to meet or exceed the established project participation goals and requirements and not simply conduct a good faith effort. The utilization plan shall include a recovery plan for use during the Progressive Design-Build Phase should the Design-Build Entity experience difficulties meeting the participation goals and requirements. Certification through DGS can be found by reviewing:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

4. The State will monitor the Design-Build Entity's continued implementation of the SB/DVBE program goals and requirements throughout the performance of the contract.

O. RFQ PROCUREMENT SCHEDULE

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



RFQ PROCUREMENT SCHEDULE		
Event	Due Date	Due Time
Published Date	7/29/2026	N/A
Mandatory RFQ Briefing Conference	8/10/2026	9:00 AM
Submit Identification of DBE Proposal Manager and Potential Conflict of Interest Disclosures	8/12/2026	4:00 PM
Final Date to submit Questions	8/13/2026	4:00 PM
Issue Final Addendum	8/19/2026	N/A
Submit SOQ (Parts A&B and Preconstruction Cost Form)	9/2/2026	2:00 PM*
Notify DBE For Interviews	9/23/2026	N/A
Interview (Part C)	10/22/2026-10/24/2026	TBD
Selection (Part D)	10/28/2026	N/A

*DGS will receive SOQs at 707 Third Street, West Sacramento, CA 95605 before 2:00 p.m. on September 2, 2026. See Section R below for submittal details.

P. LATE SUBMITTALS

This deadline is absolute, and submittals received after the due date and time will not be considered. DBE's must select a method of delivery that ensures submittals will be delivered to the correct location by the due date and time.

Q. CONTACT INFORMATION:

All Information requests must be directed to:

Nicholas Rossi, Project Director III
Email: nicholas.rossi@dgs.ca.gov

R. SUBMITTAL INFORMATION:

MAILED SUBMITTALS:

Department of General Services
Office of Business and Acquisition Services
Attn: Hector Cavazos, Acquisition Analyst
707 3rd Street, MS 508
West Sacramento, CA 95605

HAND DELIVERED SUBMITTALS:

Hand delivered SOQs will be received only by appointment before 2:00PM, on September 2, 2026, starting at 12:00PM. If hand delivering the SOQ, please coordinate the delivery date and time with the Acquisition Analyst, Hector Cavazos, at hector.cavazos@dgs.ca.gov.

ATTACHMENT A. IDENTIFICATION OF DESIGN-BUILD ENTITY PROPOSAL MANAGER

Name of Design-Build Entity:

Proposal Manager:

Title:

Firm/Company:

Address:

Phone:

E-mail Address:

Name of Design-Build Entity Partner:

Email a copy of this form to:

Department of General Services

Attention: Mr. Nicholas Rossi, Project Director III

Email: nicholas.rossi@dgs.ca.gov

ATTACHMENT B. POTENTIAL CONFLICT OF INTEREST DISCLOSURE

Each member of the Design-Build Primary Team must complete a separate disclosure

Design-Build Primary Team Member:

- ☐ Design-Build Entity (required)
- ☐ General Contractor (required if not the Design-Build Entity)
- ☐ Architect of Record (required)
- ☐ Design Architect (required if not the Architect of Record)

Firm/Company:

Address:

Phone:

Does the Design-Build Primary Team member currently have a contractual relationship with any entities listed in the State Consultants Table, or has the Design-Build Primary Team member had a contractual relationship with any entities listed in the State Consultants Table within the past two (2) years?

☐ Yes ☐ No

If yes, provide the following details for each occurrence (add additional sheets as necessary):

Name and Location of Project:

Services Provided Under Contract:

**Role (Prime or
Consultant/Subcontractor):**

Start and Finish Dates of Contract:

The existence of a current or prior contractual relationship between any Design-Build Primary Team member and any entities listed in the State Consultants Table does NOT automatically disqualify a Design-Build Team. The determination of whether a conflict exists or not will be determined by the State and the Design-Build Entity Proposal Manager will be contacted with the determination.

Email a copy of this form to:

Department of General Services
Attention: Mr. Nicholas Rossi, Project Director III
Email: nicholas.rossi@dgs.ca.gov

III. STATEMENT OF QUALIFICATIONS INSTRUCTIONS, SCORING, AND SUBMITTAL REQUIREMENTS

A. GENERAL

The General Contractor (if separate entity from DBE), the Architect of Record (AOR), and Design Architect (if separate entity from the AOR) will not be allowed to participate in any capacity as a member of more than one proposed or selected Design-Build Team. There are no such participatory restrictions on other team members.

Design-Build Team members listed in a SOQ are expected to remain on that team throughout the RFQ process and to perform the work of the Project. If a change becomes necessary, the DBE must submit a request to substitute team members, for good cause, to the State in writing for approval prior to implementation. If a Design-Build Team member substitution request is received during the RFQ process, the State reserves the right to re-evaluate a DBE's qualifications; and to dismiss a DBE from further participation in the RFQ process.

The State does not require a specific form of contractual arrangement between the Design-Build team members, but the DBE that proposes to become a party to the Agreement with the State must include a California licensed (Class B) General Contractor. The DBE shall be required to unconditionally guarantee the due and punctual performance of all obligations of the DBE under the Agreement.

If the DBE is a privately held corporation, Limited Liability Company, partnership, or joint venture, a listing of all the shareholders, partners, or members who will perform work on the Project known at the time of submission shall be provided with the SOQ. In addition, if the DBE is a corporation, Limited Liability Company, partnership, joint venture, or other legal Entity, a copy of the organization documents or agreement committing to form the organization shall be submitted with the SOQ. The information provided shall be certified under penalty of perjury by the DBE and its general partners or joint venture members.

The RFQ Scoring Process shall consist of four (4) parts:

- PART A – QUESTIONNAIRE
- PART B – EXPERIENCE
- PART C – INTERVIEW
- PART D – SELECTION

All prospective Design-Build Entities must complete the PART A - QUESTIONNAIRE set forth in this RFQ. Design-Build Entities not completing or failing any part of PART A – QUESTIONNAIRE will not be evaluated under PART B – EXPERIENCE. It is anticipated that no more than the three (3) highest scoring DBEs, based on the passing/scoring of Part A and the scoring of Part B, will receive an invitation to interview. PART C – INTERVIEW will clarify and further evaluate the DBEs' experience and qualifications. PART D - SELECTION will finalize the scoring of the DBE submissions and the interviews and will determine the highest scoring DBE. The highest scoring DBE will be selected for the project.

All references to number of pages requested as part of this RFQ process are equivalent to a single, double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double sided pages are acceptable.

B. PART A – QUESTIONNAIRE INSTRUCTIONS

DBEs must complete and submit qualifications as described herein using the forms and templates provided in Section IV, PART A – QUESTIONNAIRE FORMS AND TEMPLATES. A total of 150 points apply to Part A. The SOQ Evaluation Team will evaluate and score PART A submissions for completeness, conformance to project requirements, history of violations, claims, arbitration and/or litigation, and other requirements.

If the DBE does not provide and submit the required declarations and/or information for any of the seven (7) PART A – QUESTIONNAIRE sections, then the DBE will receive a **Fail** for PART A.

In the event a DBE receives the score of Fail for any question, the DBE shall be deemed to have failed Part A and the DBE's SOQ will not be further evaluated.

Section 1: Declaration (Pass/Fail): The DBE shall declare that the information provided in PART A – QUESTIONNAIRE and PART B – EXPERIENCE has been prepared using reasonable diligence and is true and complete to the best of the signer's knowledge. The declaration must be certified under penalty of perjury.

Section 2: Identification of the Design-Build Team (Pass/Fail): Identify key firms proposed by the DBE to perform work on the Project. Each responding DBE must identify the General Contractor (if not the DBE), the Architect of Record, the Design Architect (if not the Architect of Record), the Mechanical Engineer of Record, the Electrical Engineer of Record, and Structural Engineer Of Record. Each firm must be appropriately licensed or certified in California.

In addition, the DBE may identify other firms that bring special qualifications to their team for items such as parking garage design consultant, low voltage/communications, energy efficiency/sustainability (LEED™), geotechnical engineering, Zero Net Energy (ZNE), building envelope design, fire and life-safety engineer, or any other notable design consultant(s). Each firm must be appropriately licensed or certified in California. These disciplines, or combinations of the above disciplines, may be provided by a single firm or by several firms.

Section 3: Licensure (Pass/Fail): Submit evidence demonstrating all firms identified in Section 2 possess all required California licenses, registration, and credentials that are required to design and construct the Project, including but not limited to, information pertaining to the revocation or suspension of any license, credential, or registration.

Section 4: Bonding (Pass/Fail): Submit evidence demonstrating that the Design-Build Entity (DBE) is able to obtain the required bond for this Project. Acceptable evidence may include a letter from a surety licensed to do business in California confirming the DBE's ability to obtain a bond in the amount required for the Project; or a notarized statement from an approved surety agent committing to provide bonding for the DBE for this Project.

Section 5: Insurance (Pass/Fail): Submit evidence that establishes that the DBE has the ability to obtain all required liability insurance, worker's compensation insurance, errors and omissions insurance, and other insurance requirements.

Section 6: Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation (50 Points Maximum):

Submit declarations, information and/or details pertaining to all the following:

- a) Provide a declaration certifying that Design-Build Primary Team members have not had a surety company finish work on any project within the last five (5) years. **(Pass/Fail)**
- b) Provide information pertaining to any construction or design claim or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any Design-Build Primary Team member within the last five (5) years.

Ten (10) points will be allocated based upon the DBE's response, as follows:

0 instances	=	10	points
1 instance	=	7	points
2 instances	=	3	points
More than 2 instances	=	0	points

- c) Provide information pertaining to serious violations of the Occupational Safety and Health Act, as provided in Part 1 (commencing with Section 6300) of Division 5 of the Labor Code, settled against any Design-Build Primary Team member.

Ten (10) points will be allocated based upon the DBE's response, as follows:

0 instances	=	10	points
1 instance	=	7	points
2 instances	=	3	points
More than 2 instances	=	0	points

- d) Provide information pertaining to any violations of Federal or State law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any Design-Build Primary Team member over the last five (5) years. For the purposes of this sub clause, only violations by a Design-Build Primary Team member as an employer shall be deemed applicable, unless it is shown that the Design-Build Primary Team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in Subdivision (b) of Section 1775 of the Labor Code.

Ten (10) points will be allocated based upon the DBE's response, as follows:

0 instances	=	10	points
1 instance	=	7	points
2 instances	=	3	points
More than 2 instances	=	0	points

- e) Provide information and details of any instances that the Design-Build Primary Team members, any officer of the Design-Build Primary Team members, or any employee of the Design-Build Primary Team members who has a proprietary interest in the DBE, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation (Public Contract Code 10162).

Ten (10) points will be allocated based upon the DBE's response, as follows:

0 instances	=	10	points
1 instance	=	7	points
2 instances	=	3	points
More than 2 instances	=	0	points

- f) Provide information pertaining to any violations by the Design-Build Primary Team members of the Contractors State License Law (Chapter 9, commencing with Section 7000) of Division 3 of the Business and Professions Code), excluding alleged violations or complaints.

Ten (10) points will be allocated based upon the DBE's response, as follows:

0 instances	=	10	points
1 instance	=	7	points
2 instances	=	3	points
More than 2 instances	=	0	points

- g) Provide a declaration that no Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10) years. **(Pass/Fail)**

- h) Provide a declaration that the DBE will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code. **(Pass/Fail)**

Section 7: Safety Record (100 Points Maximum):

Provide a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the general public during construction.

Provide your Safety Officer's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

Provide a consolidated summary of your firm's injury and illness data for the last three (3) years.

Submit evidence that establishes the DBE has an acceptable safety record. An acceptable safety record is when the DBE's experience modification rating (EMR) for the most recent three (3) year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three (3) year period does not exceed the applicable statistical standards for the construction industry.

Pursuant to Public Contract Code Section 10198.2(a)(4)(G), if the DBE's experience modification rating (EMR) for the most recent three (3) year period exceeds an average of 1.00, then the DBE will receive a score of Fail for this item. One hundred (100) points will be allocated based upon the DBE's response, as follows:

Average EMR for the past 3 years:

0.60 or less	= 100 points
0.61 to 0.70	= 80 points
0.71 to 0.80	= 60 points
0.81 TO 0.90	= 40 points
0.91 to 1.00	= 20 points
1.01 or more	= Fail

Provide the endorsement page of your worker's compensation insurance policy, or other documentation from your insurance carrier, listing your EMR. The State will hold in confidence all required information to the extent allowed by the California Public Records Act.

C. PART B – EXPERIENCE INSTRUCTIONS

The information provided must clearly identify the relevance of each example regarding the requirements of the Project. The DBE should provide specific project-related experience and individual team member histories which include Design-Build delivery, State and Public Agency projects, parking structures, transit centers, energy efficient and sustainable design and relevance of project type, size, scope and complexity. In order for a project to qualify as relevant, the information submitted must demonstrate that the team's involvement with the project began at the initial stages and extended through completion and acceptance of the project by the Owner (See specific conditions below in Section 3), and that the individual team member remained involved through his or her proposed commitment to the project. Provide examples of projects the team members have previously completed together.

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

Firm Profiles, Personnel Resumes, and Project Profiles must clearly identify the relevance of specific project experience to the requirements of the Project.

The DBE and its team members' experience will be evaluated by the SOQ Evaluation Team and points allocated for the relative merit of written data and responses to the following sections. A total of 850 points apply to PART B - EXPERIENCE, as follows:

Section 1: Design-Build Team (100 Points Maximum)

The information requested in this section is intended to provide the SOQ Evaluation Team an understanding of the DBE's staffing rationale and how it proposes organizing its team to successfully execute the Project.

Narrative and Organizational Chart:

Provide an organizational chart demonstrating the proposed make-up of the major participants in the Design-Build Team. The organizational chart assists the SOQ Evaluation Team in understanding how the team envisions working together. In addition, describe the teaming relationships within the DBE (Architects/Designers and General Contractor) for whom similar projects have been completed together. Describe how team members have directed or participated in projects with strong team organizations, clear lines of authority and hierarchy. Provide information on how the schedules, budgets and quality have been maintained throughout the projects. Indicate how communication between the various team members and the Owner was managed to ensure all project requirements were addressed and met. The narrative and organization chart shall be limited to three (3) pages. A folded 11 x 17 sheet may be used for the organization chart and will count as one page. (Submission of a detailed Management Plan is not required, nor expected. The selected DBE will develop a detailed Management Plan during the Preconstruction Phase.)

The Narrative and Organization Chart will be scored based upon their clarity in identifying the key team members and firms, and in describing the relationships between the team members on projects of similar size, scope, and complexity.

Working Relationship Matrix: The DBE shall select up to eight (8) projects from the Project Profiles submitted and list them on the Working Relationship Matrix provided in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES, to provide the SOQ Evaluation Team an understanding of the proposed members' experience and ability to function as a team at the outset of the Project due to prior existing working relationships established on previous projects. For each position listed on the Working Relationship Matrix, indicate whether the key individual being proposed for the Project had a significant role in the listed project's success by placing a "mark" in the appropriate box.

Firm Profiles: For each Design-Build Team member identified in PART A - QUESTIONNAIRE (Section 2: Identification of Design-Build Team), submit firm profiles providing evidence that establishes the firm has completed, or demonstrates that the firm has the capability to complete, projects of similar size, scope, and complexity, and experience utilizing the Design-Build delivery method. Include firm's history, significant accomplishments, and professional philosophy. The profile for the DBE shall be limited to three (3) pages. The profiles for other Design-Build Team members shall be limited to one (1) page for each profile.

Section 2: Personnel Resumes (200 Points Maximum)

Submit resumes of key personnel who will be assigned to the Project and who will contribute a significant effort. Each resume must include name, qualifications, and the anticipated degree of involvement during each of the design and construction phases of the Project. The resumes should provide evidence that the key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project. Personnel resumes shall be limited to two (2) pages in length for each resume. Additional points will be awarded to key project personnel currently certified as Designated Design-Build Professionals from the Design-Build Institute of America (DBIA).

Key DBE Management Personnel Resumes:

DBE's Executive Leader,
General Contractor's Project Executive,
Architect of Record's Project Executive

Any other management team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ

Key Design Team Personnel Resumes: Key personnel include professionals who will be assigned to this Project to provide quality control and design leadership, including the following:

Architect of Record,
Architect Project Manager, if different from Architect of Record
Mechanical – Engineer of Record and/or Design-Build Contractor,
Mechanical – Project Manager, if different from Engineer of Record,
Electrical – Engineer of Record and/or Design-Build Contractor,
Electrical – Project Manager, if different from Engineer of Record,
Structural – Engineer of Record and/or Design-Build Contractor
Structural – Project Manager, if different from Engineer of Record

Key Construction Team Personnel Resumes: Key personnel include professionals not identified above as a part of the DBE's Management team, including the following:

General Contractor's Preconstruction/Design Manager,
General Contractor's Project Manager,
General Contractor's General Superintendent,
General Contractor's Preconstruction/Project Estimator,
General Contractor's Quality Control Manager,
General Contractor's Schedule Control Manager,

Any other construction team leaders with key responsibility for the day-to-day execution of the Project, if any, include resumes in SOQ

DBEs are allowed to submit up to five (5) additional resumes as necessary to fully communicate any special knowledge or capabilities to be provided by the team. Specialty design consultants providing expertise, including but not limited to:

Parking Consultant,
Landscape Architect,
Fire Protection Engineer,
Energy Efficiency/Sustainability (LEED™) Design,
Civil Engineer,
Any other notable design consultant(s)

Section 3: Project Profiles (200 Points Maximum)

The information requested in this section is intended to permit the SOQ Evaluation Team to review experience and actual results of the team's and team member's ability to successfully design and construct projects similar in nature and complexity to the Project.

The DBE shall provide design and construction project profiles for a maximum of eight (8) projects completed within the last fifteen (15) years or currently under construction. Project profiles are to consist of four (4) profiles maximum showing Design Experience and four (4) profiles maximum showing Construction Experience.

Project Profiles are to be limited to three (3) pages total per submitted project, inclusive of the project profile information sheet (18 Pages total). Use Project Profile templates provided in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES.

Projects should demonstrate the team's design and construction experience on similar projects in terms of size, scope, and complexity and with the Design-Build delivery method.

For each project, complete and submit a Project Profile. Additional information, photos and other graphic materials may be included. Include a narrative addressing the design/construction philosophy and salient features for each project, as well as a brief statement indicating the relevance of the project to this Project. Indicate the degree of involvement by key construction personnel proposed in the SOQ for each project, if none, state so.

Submit Project Profiles which encompass the following:

Design Experience: Submit a portfolio of Project Profiles (maximum of four) representative of the Architect's ability to provide a high level of quality on similar projects. Submit Project Profiles for projects completed within the last fifteen (15) years or currently under construction. List at least two (2) projects with a construction cost each more than \$30 million dollars (at least one must be in California). List at least two (2) projects using the Design-Build delivery method (one of which must be in California). One project may fulfill both requirements (i.e. >\$30 Million D-B Project in California).

Similar projects include:

- Multi-level parking structures or garages designed for public or institutional use.
- Parking facilities that emphasize efficient circulation, safety, and user experience.
- Projects involving complex site constraints, urban infill, or integration with other facilities.

Provide examples of projects completed and describe the design approach. Include information that addresses the Architect's ability to design a project demonstrating:

- **Functionality, Safety, and User-Centered Circulation** — Provide examples showing how your design approach delivers efficient vehicle and pedestrian circulation, strong visibility, intuitive wayfinding, and a safe, comfortable user experience within a parking structure.
- **Programming for Multiple User Groups** — Demonstrate experience developing a clear program that accommodates diverse users—including staff, visitors, fleet vehicles, accessible parking, and bicycles—through functional layouts and access strategies.
- **Durable, Maintainable, and Flexible Systems** — Provide examples showing how your designs prioritized long-term durability, corrosion protection, drainage, and adaptable lighting and security systems to ensure low-maintenance, flexible operations.

Construction Experience: Submit a portfolio of Project Profiles (maximum of four) representative of the General Contractor's ability to construct with a high level of quality on their projects. Submit Project Profiles for construction projects completed within the last fifteen (15) years, or currently under construction, by the General Contractor. List at least two (2) projects with a construction cost each of more than \$30 million dollars (at least one must be in California). List at least two (2) projects using the Design-Build delivery method (one of which must be in California). One project may fulfill both requirements (i.e. >\$30 Million D-B Project in California).

Similar projects Include:

- **Structured Parking Facilities** — multi-level new-construction parking garages emphasizing efficient circulation, safety, and user comfort.

- **Transportation or Mobility Infrastructure Projects** — new transit-adjacent structures such as mobility hubs, intermodal facilities, or park-and-ride garages.
- **Public Agency Parking Projects** — new parking facilities delivered for cities, counties, universities, hospitals, or other public entities.

Provide examples of projects completed and describe the construction approach. Include information that addresses the General Contractor's ability to manage the design and construct a project demonstrating:

- **Challenges and Resolution Strategies** - Describe significant challenges encountered during design and construction—such as site constraints, phasing, structural complexity, or unforeseen conditions—and explain how they were resolved and how those lessons have shaped your current approach.
- **Management of Design-Build Trade Partners** - Explain your role in coordinating structural, electrical, mechanical, and specialty parking-system trade partners, including how collaboration with the architect and design-build subs improved production, cost control, quality, and schedule performance.
- **Programming for Multiple User Groups** - Describe how you supported the development of functional layouts for diverse users such as staff, visitors, fleet vehicles, accessible parking, bicycles, and EV charging zones.
- **Complexity of Building Systems** - Discuss experience with systems relevant to modern parking structures, including structural systems, lighting, security, access control, ventilation (if enclosed), drainage, and corrosion protection.
- **Lean Construction Processes** - Provide examples of Lean methods used—such as Last Planner System, A3 decision-making, visualization tools, off-site fabrication, just-in-time delivery, prefabrication, or modularization—and describe how these improved collaboration, reduced waste, and supported on-time delivery.

Section 4: Project References (50 Points Maximum)

The information requested in this section is intended to permit the SOQ Evaluation Team to validate actual performance of the firm and/or individual team members on a given project. List on the Project Reference Template form located Section V, PART B - EXPERIENCE FORMS AND TEMPLATES for each project for which a Project Profile Template is being submitted. For each project listed, identify the Project Name, Firm Name, and Owner Contact Name along with Contact's Title, Phone Number, E-mail Address and Relationship to the project. The Owner Contact should be someone intimately familiar with the firm's involvement in the listed project.

The State intends to contact those individuals and firms that are listed as references by the DBE and points will be assigned based upon the reference's verification that the DBE's characterization of its involvement in the project is accurate, and their overall assessment of the quality of those services provided, specifically addressing: collaboration, project management, cost and schedule control, quality and warranty call-backs, commissioning, functioning of installed equipment, and overall client satisfaction. It is the DBE's responsibility to verify that all references listed can be reached by telephone. If a reference cannot be located based upon the information provided by the DBE, then the State will not consider the listed project.

The State, at its sole discretion, may choose to contact other references, including owners, listed on the Project Profiles presented in the DBE's SOQ.

The State reserves the right to maintain the confidentiality of the past performance information provided by the references listed by the DBE, as well as references obtained by other means. By submitting a proposal for consideration under this solicitation, the DBE agrees that it shall not seek to discover from any source the contents of such communications.

Section 5: Project Approach (200 Points Maximum)

The information requested in this section is intended to provide the SOQ Evaluation Team with a clear understanding of how the DBE intends to manage the design and construction of a new parking structure, and why their specific approach is best suited to achieve success. Provide the DBE's philosophy and methodology for delivering a Design-Build parking structure projects in California, including approaches to structural efficiency, circulation, safety, durability, sustainability, and long-term operational performance. This section is limited to ten (10) pages.

The DBE shall also demonstrate its understanding of Design-Build delivery by identifying features that are critical to parking structure projects, such as efficient vehicle and pedestrian circulation, site utilization, energy efficiency, sustainability, lighting, security, signage/wayfinding, and integration of modern parking technologies—and describe how these features will be addressed to ensure a successful project.

1. Design Quality, Functionality & Quality Control

Describe how the DBE will ensure the design achieves a high level of quality, functionality, and performance for a new parking structure. Include documentation illustrating the DBE's design Quality Control process and how design errors and omissions are minimized. Provide examples from past projects, including how internal issues between design disciplines and the DBE were resolved.

2. Guaranteed Maximum Price (GMP) Development

Describe how the DBE will establish a GMP acceptable to the State during the Preconstruction Phase.

- a. Confirm that the GMP can be established within the allotted Preconstruction Phase budget and timeframe. If the DBE disagrees, explain why and propose an adjusted timeframe (budget is fixed and cannot be increased).
- b. Provide a list of activities and deliverables that would be developed in the preconstruction phase, that can be developed within the State published preconstruction schedule and budget.

3. Construction Quality & Fulfillment of Design Intent

Describe how the DBE will ensure a high level of construction quality and maintain the integrity of the design throughout construction. Explain the team's philosophy on producing quality parking structures, the approach to quality control, and methods for minimizing warranty callbacks. Describe how coordination between design disciplines will be communicated to the construction team.

4. Programming for Multiple User Groups

Describe how the DBE will implement programming to address the needs of multiple user groups—such as staff, visitors, fleet vehicles, accessible parking, EV charging, bicycle storage, and service areas—while supporting efficient circulation and a safe, modern parking environment.

5. CEQA Mitigation & Best Management Practices

Describe how the DBE will implement CEQA mitigation measures and Best Management Practices applicable to a new parking structure, including environmental compliance, construction-phase mitigation, and coordination with environmental consultants.

6. Experience with Authorities Having Jurisdiction (AHJ)

Provide a narrative demonstrating experience and successful partnerships with AHJs such as the State Fire Marshal (SFM), Division of the State Architect (DSA), and local city agencies. Describe how the DBE will organize phased and deferred approval packages to increase efficiency, support collaboration, and leverage trade subcontractor expertise.

7. Durability, Maintainability & Sustainability

Describe how the DBE will ensure the parking structure is designed for long-term durability, maintainability, sustainability, and superior energy efficiency. Address corrosion protection, waterproofing, drainage, lighting efficiency, EV readiness, and material selection.

8. Design-Build Execution & Procurement Strategy

Provide a narrative describing how the DBE will effectively utilize the Design-Build approach for a new parking structure. Include the plan for developing details, target budgets, trade packages, bid instructions, subcontractor buyout, and procurement documents. Describe how the DBE will manage unforeseen conditions to minimize or eliminate the need for additional contingencies.

9. Big Room Collaboration & Lean Construction

Describe the DBE's approach to establishing and maintaining an efficient "Big Room" environment—physical or virtual—that supports cross-disciplinary coordination, effective decision-making, and accountability. Outline how Lean Construction principles (e.g., Last Planner System, A3 decision-making, visualization, off-site fabrication, just-in-time delivery) will be incorporated to enhance collaboration and reduce waste.

10. Preconstruction and Design Build Phase Schedule Management

Provide a schedule illustrating how the DBE intends to manage the Preconstruction and Design Build Phases, including summary level activities and milestones. Provide the following narratives:

- a. Narrative noting potential risks, challenges, and impacts.
- b. Narrative describing the critical elements/phases required to accomplish the work.

Section 6: Designated Subcontractors

The DBE may choose to submit a list of Designated Subcontractors. If the DBE chooses to submit a list of subcontractors, the template in Section V, PART B - EXPERIENCE FORMS AND TEMPLATES shall be populated. The DBE may name subcontractors of the DBE's choice relevant to this project. (All subcontractors not designated by or performed by the DBE's team shall be competitively bid and awarded by the DBE's team.) Refer to Government Code 10193. If the DBE chooses to not list any subcontractors, the form shall be submitted unpopulated.

Section 7: Preconstruction Cost Form

Submit a Preconstruction Phase cost proposal based on the DBE's proposed scope of work and deliverables as detailed in the response to Section 5, Project Approach, Item 2, Guaranteed Maximum Price (GMP) Development, and other requirements described in the Sample Standard Agreement provided in Section VI. The cost proposal forms will be submitted in a separate sealed envelope. . The DBE will be considered non-responsive if the DBE fails to submit the Preconstruction Cost Form.

D. PART C – INTERVIEW

It is anticipated that no more than the three (3) highest scoring Design-Build Entities, based upon the number of points scored from Parts A and B, will be interviewed by the Selection Committee to further evaluate the Design-Build Entities' qualifications. **A total of 1,000 points (maximum) will be allocated for Part C – INTERVIEW.**

The interview will provide the opportunity to clarify and elaborate on the written material previously submitted in the SOQ package.

The State will provide the date, time, agenda, and location on the invitation to the interview.

E. PART D – SELECTION

The scoring will be based upon the total points (2,000 total points maximum) accumulated from the scoring of Parts A, B, and C.

The selection will not be based on costs submitted for the Preconstruction Phase. Preconstruction Phase costs will not be evaluated as a component of qualifications. The intent of the preconstruction cost submission is to accelerate the contracting process to allow the selected team to begin work as soon as possible. The State will review the preconstruction pricing and negotiate the final cost for those services with the selected DBE.

SCORING MATRIX (PARTS A, B, and C)		Max. Score	Min. Score for Qualification
Part A Questionnaire			
Section 1:	Declaration (true and correct SOQ)	Pass	Pass
Section 2:	Identification of the Design-Build Team	Pass	Pass
Section 3:	Licensure	Pass	Pass
Section 4:	Bonding		
	a) Bonding Commitment	Pass	Pass
Section 5:	Insurance		
	a) Worker's Compensation Insurance	Pass	Pass
	b) Insurance Declaration	Pass	Pass
Section 6:	Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation		
	a) Declaration (surety company has not completed work)	Pass	Pass
	b) Claims or Litigation	10	N/A
	c) OSHA violations	10	N/A
	d) Federal/State law violations	10	N/A
	e) Previous disqualification from bidding or completion of work due to violation of law or safety regulation	10	N/A
	f) Contractors State License Law violations	10	N/A
	g) Declaration (no member false or fraudulent claims)	Pass	Pass
	h) Declaration (compliance with all laws)	Pass	Pass
Section 7:	Safety Record		
	a) Safety Policy	Pass	Pass
	b) Safety Officer	Pass	Pass

SCORING MATRIX (PARTS A, B, and C)		Max. Score	Min. Score for Qualification
	c) Safety Performance Matrix	Pass	Pass
	d) EMR	100	N/A
Part A Questionnaire – Maximum Point Total		150	Pass
Part B Experience			
Section 1:	Design-Build Team: Narrative, Organizational Chart, Working Relationship Matrix, Firm Profiles		
	a) Narrative and Organizational Chart	25	N/A
	b) Working Relationship Matrix	50	N/A
	c) Firm Profiles	25	N/A
	Total Maximum Points (Design-Build Team)	100	N/A
Section 2:	Required Personnel Resumes		
	DBE's Executive Leader	15	N/A
	GC's Project Executive	15	N/A
	AOR's Project Executive	15	N/A
	AOR's Project Manager	10	N/A
	Architect of Record	10	N/A
	Mechanical Project Manager	5	N/A
	Mechanical Engineer of Record	5	N/A
	Electrical Project Manager	5	N/A
	Electrical Engineer of Record	5	N/A
	Structural Project Manager	10	
	Structural Engineer of Record	10	N/A
	GC's Preconstruction/Design Manager	15	N/A
	GC's Project Manager	15	N/A
	GC's General Superintendent	10	N/A
	GC's Preconstruction/Project Estimator	10	N/A
	GC's Quality Control Manager	10	N/A
	GC's Schedule Control Manager	5	N/A
	DBIA Certifications of five (5) or more Team Members	10	N/A
	Additional Special Knowledge or Capabilities	20	N/A
	Total Maximum Points (Personnel Resumes)	200	N/A
Section 3:			

SCORING MATRIX (PARTS A, B, and C)		Max. Score	Min. Score for Qualification
	Project Profiles		
	8 Projects @ 25 points maximum each	200	N/A
Section 4:	Project References		
	5 Projects @ 10 points maximum each	50	N/A
Section 5:	Project Approach		
	a) Design Quality, Functionality & Quality Control	25	N/A
	b) Guaranteed Maximum Price (GMP) Development	45	N/A
	c) Construction Quality & Fulfillment of Design Intent	25	N/A
	d) Programming for Multiple User Groups	25	N/A
	e) CEQA Mitigation & Best Management Practices	25	N/A
	f) Experience with Authorities Having Jurisdiction (AHJ)	25	N/A
	g) Durability, Maintainability & Sustainability	25	N/A
	h) Design-Build Execution & Procurement Strategy	40	N/A
	i) Big Room Collaboration & Lean Construction	25	N/A
	j) Preconstruction and Design Build Phase Schedule Management	40	N/A
	Total Maximum Points (Project Approach)	300	N/A
Section 6:	Designated Subcontractors List	Not Scored	N/A
Section 7:	Preconstruction Price Form	Pass	Pass
Part B Experience – Maximum Point Total		850	N/A
Part C Interview – Maximum Points Total		1,000	N/A
Parts A, B and Total		2000	N/A

F. STATEMENT OF QUALIFICATIONS SUBMITTAL REQUIREMENTS

The DBE's SOQ shall be submitted in accordance with the following requirements:

1. The submittal shall use no less than 11 pt. font and shall be on 8-1/2 x 11-inch page size (except as noted).
2. Refer to instructions for maximum number of pages where applicable. All references to number of pages requested as part of this RFQ process are equivalent to a single double-sided page. For example, if the requirement is no more than three (3) pages, then three (3) double sided pages are acceptable.

3. Each submittal shall contain the following tabbed sections:

Cover letter (limited to 1 page)

Title Page

Table of Contents

Tab 1 Part A - Questionnaire

Section 1: Declaration

Section 2: Identification of the Design-Build Team

Section 3: Licensure

Section 4: Bonding

Section 5: Insurance

Section 6: Termination/Failure to Complete

Violations

Claims, Arbitration and Litigation

Section 7: Safety Record

Tab 2 Part B - Experience

Section 1: Design-Build Team

Narrative and Organizational Chart

Working Relationship Matrix

Firm Profiles

Section 2: Personnel Resumes

Section 3: Project Profiles

Section 4: Project References

Section 5: Project Approach

Section 6: List of Designated Subcontractors

Section 7: Preconstruction Cost (provided in separate sealed envelope)

4. The DBE shall provide 3 (3) hard copies of their SOQ response, one (1) electronic file copy of the SOQ response in PDF-format on a USB flash drive, one (1) original copy of the Preconstruction Cost Form in a sealed envelope. Identify the sealed envelope with the DBE firm name and address and label as follows:

Statement of Qualifications

O Street State Parking Garage

Preconstruction Cost Proposal

5. The entire SOQ submittal package including the hard copies of the SOQ, USB flash drive, the sealed envelope with Preconstruction Cost Form, and the sealed envelope with Financial Statements shall be provided in a single package identifying the firm name and address and clearly labeled as follows:

Statement of Qualifications

O Street State Parking Garage

6. Submittals must be received by the time and date identified in the “RFQ Procurement Schedule” and at the address stated in the “Submittal Information” of Section II “General Procurement/Delivery Process and Requirements.”
7. Submitting firms are responsible for ensuring their submittal is physically received by the State prior to the stated time and date. Postmarks are not adequate. No fax or email copies will be accepted. Submittals received after the specified time and date will not be considered and will be returned unopened to the sender. THIS SUBMISSION DEADLINE WILL BE STRICTLY ENFORCED.

IV. PART A – QUESTIONNAIRE FORMS AND TEMPLATES

PART A – QUESTIONNAIRE

Section 1: Declaration*

Section 2: Identification of the Design-Build Team*

Section 3: Licensure*

Section 4: Bonding

Section 5: Insurance

Section 6: Termination/Failure to Complete; Violations; Claims, Arbitration and Litigation*

Section 7: Safety Record*

Exhibit 1: General Statement of Bank Credit*

Exhibit 2: Bonds and Insurance

**** Editable electronic templates will be provided (via e-mail) to the DBE's Proposal Manager following the Mandatory RFQ Briefing Conference. The DBE may elect to not use the forms provided, but all information requested must be presented in the same order and format as outlined in the RFQ document and corresponding forms.***

SECTION 1. DECLARATION

O Street State Parking Garage

Design-Build Entity, and each of its general partners, and/or joint venture members, if any, must sign the declaration below, certifying under penalty of perjury declaring that the information provided in PART A – QUESTIONNAIRE and PART B – EXPERIENCE is true and correct. If the proposed Design-Build Entity is a corporation, Limited Liability Company, partnership, joint venture, or other legal entity, the information provided shall be certified under penalty of perjury by the Design-Build Entity and its general partners or joint venture members.

I, _____, authorized agent of the Design-Build Entity, _____ (Design-Build Entity), hereby certify under penalty of perjury that the information provided in PART A - QUESTIONNAIRE and PART B – EXPERIENCE has been prepared using reasonable diligence and is true and complete to the best of my knowledge. (The declaration must be certified under penalty of perjury by the DBE and each of its general partners and/or joint venture members, if any)

Printed:	_____		
Signed:	_____	Dated:	_____
Printed:	_____		
Signed:	_____	Dated:	_____
Printed:	_____		
Signed:	_____	Dated:	_____

SECTION 2. IDENTIFICATION OF THE DESIGN-BUILD TEAM**O Street State Parking Garage**

Identify each proposed member of the Design-Build Team below:

Design-Build Entity**Design-Build Entity**

Role: Design-Build Entity		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

General Contractor (if not the Design-Build Entity)

Role: Design-Build Entity		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Design Consultants

Indicate the role in the Design-Build Team by circling or otherwise indicating either "Design-Build Entity" or "Subconsultant".

Architect of Record (AOR)

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Design Architect (if not the AOR)

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Structural Engineer of Record

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Mechanical Engineer of Record

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Electrical Engineer of Record

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultants**Specialty Consultant**

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

Specialty Consultant

Role: (Design-Build Entity or Subconsultant)		
Name/Firm/Address	Primary Contact	License Class/No.
Phone:	Fax:	E-mail:

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



SECTION 3. LICENSURE

O Street State Parking Garage

The Design-Build Team must have a **General Contractor** actively licensed in the State of California and registered with the Department of Industrial Relations. Provide the following information:

Company Name (under which license is held):

Contractors State License Board, State of California Class B License Number, name under which license is held, and expiration date:

License No:

Name:

Exp. Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations of the Contractors State License Law (Chapter 9 commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



The Design-Build Team must include an **Architect** licensed in the State of California. Provide the following information:

Company Name: _____

Architect's License Number, name under which license is held, and expiration date:

License No: _____

Name: _____

Exp. Date: _____

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Architects Board, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



The Design-Build Team must include a **Structural Engineer** licensed in the State of California. Provide the following information:

Company Name:

Engineer's License Number, name under which license is held, and expiration date:

License No:

Name:

Exp. Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Board of Professional Engineers and Land Surveyors, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



The Design-Build Team must include a **Mechanical Engineer** licensed in the State of California. Provide the following information:

Company Name

Engineer's License Number, name under which license is held, and expiration date:

License No: _____

Name: _____

Exp. Date: _____

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Board of Professional Engineers and Land Surveyors, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



The Design-Build Team must include an **Electrical Engineer** licensed in the State of California. Provide the following information:

Company Name

Engineer's License Number, name under which license is held, and expiration date:

License No: _____

Name: _____

Exp. Date: _____

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Board of Professional Engineers and Land Surveyors, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No: _____

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



The additional (**Specialty Consultant**) provided by the Design-Build Team licensed in the State of California. Provide the following information:

Company Name

Specialty Consultant's License Number, name under which license is held, and expiration date:

License No:

Name:

Exp. Date:

Has this license ever been revoked?

☐ Yes ☐ No

If "yes," explain below or on a separate page.

Has either the company or individual named above had any violations, disciplinary and/or enforcement actions such as citations from the California Board of Professional Engineers and Land Surveyors, excluding alleged violations or complaints?

☐ Yes ☐ No

If "yes," explain each incident below or on a separate page.

California Department of Industrial Regulations (DIR) Registration No:

DIR has provided information that all firms, whether Construction or Architectural & Engineering (and subcontractors), with very limited exceptions, must be registered as Public Works Contractors with DIR. This registration must be present at the time of SOQ submission and maintained throughout the life of the contract (re-registration is necessary every July 1st), new subcontractors/subconsultants added into the contract are also subject to this requirement. When new entities are known (or a substitution is to be performed), the State must be notified so those entities can be added to the contract registration.

ATTACH ADDITIONAL PAGES AS REQUIRED

SECTION 4. BONDING

Surety and Bonding Requirements

Information You Must Submit Includes:

- A. Attach a **notarized statement** from the bonding company the Design-Build Entity proposes to use, indicating the bonding company's commitment to provide performance and payment bonds for the Progressive Design-Build Phase for at least \$38,000,000. Bonds shall be issued by a licensed and admitted surety. Refer to Exhibit 2 (Bonds and Insurance) attached to this Qualification Questionnaire for bonding requirements for this Project.
- B. List the names of bonding companies utilized by the Design-Build Entity in the last five (5) years. List the instances the bonding company has completed any part of your work during the last five (5) years.

SECTION 5. INSURANCE

Refer to Exhibit 2 (Bonds and Insurance) attached to this Qualification Questionnaire for insurance requirements for the Progressive Design-Build Phase of this Project. Each policy of insurance carried by the Design-Build Entity for this Project shall be issued by an insurance company approved to do business in California.

The State will provide the Builders Risk/Insurance Floater for the project during the Progressive Design-Build Phase as noted in Exhibit 2 (Bonds and Insurance).

Information You Must Submit Includes:

- A. Attach a **notarized statement** from the Workers' Compensation carrier specifying contractor's current State of California experience modification rating for Workers' Compensation.
- B. Attach a **declaration from an insurance broker** that such limits as described in Exhibit 2 (Bonds and Insurance) are obtainable by the Design-Build Entity submitting this application, from an insurance company as described above.

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



SECTION 6. TERMINATION/FAILURE TO COMPLETE; VIOLATIONS; CLAIMS, ARBITRATION AND LITIGATION

O Street State Parking Garage

Provide a declaration certifying that the Design-Build Primary Team members have not had a surety company finish work on any project within the last five (5) years.

Declaration:

I, _____, authorized agent of the Design-Build Entity,
_____ (Design-Build Entity), hereby certify that the Design-Build Entity
Primary Team members have not had a surety company finish work on any project within the last five (5) years.

Printed: _____

Signed: _____ Dated: _____

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



O Street State Parking Garage

Provide information and details below for any construction or design claim, arbitration or litigation totaling more than five hundred thousand dollars (\$500,000) or five (5) percent of the annual value of work performed, whichever is less, settled against any Design-Build Primary Team member within the last five (5) years.

PROJECT: _____

Location: _____

Amount of Claim: \$ _____ Resolution: ☐ Yes ☐ No Date: _____

Nature of Claim: _____

Final Disposition: _____

PROJECT: _____

Location: _____

Amount of Claim: \$ _____ Resolution: ☐ Yes ☐ No Date: _____

Nature of Claim: _____

Final Disposition: _____

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



PROJECT: _____

Location: _____

Amount of Claim: \$ _____ Resolution: ☐ Yes ☐ No Date: _____

Nature of Claim:

Final Disposition:

ATTACH ADDITIONAL PAGES AS REQUIRED

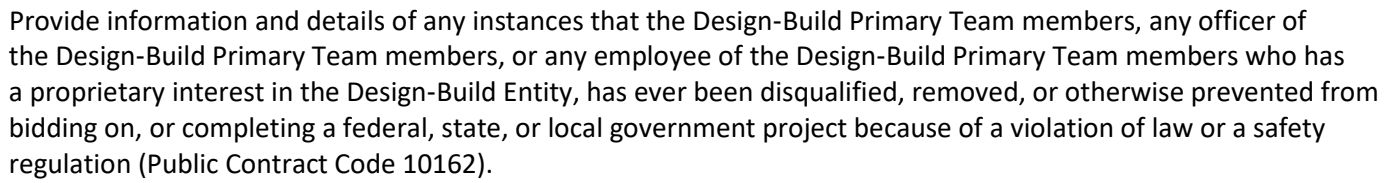
Request for Qualifications for Design-Build Entities

O Street State Parking Garage

Provide information pertaining to any violations of Federal or State law, including, but not limited to, those laws governing the payment of wages, benefits, or personal income tax withholding, or of Federal Insurance Contributions Act (FICA) withholding requirements, state disability insurance withholding, or unemployment insurance payment requirements, settled against any Design-Build Primary Team member over the last five (5) years. For the purposes of this sub clause, only violations by a Design-Build Primary Team member as an employer shall be deemed applicable, unless it is shown that the Design-Build Primary Team member, in his or her capacity as an employer, had knowledge of his or her subcontractor's violations or failed to comply with the conditions set forth in Subdivision (b) of Section 1775 of the Labor Code.

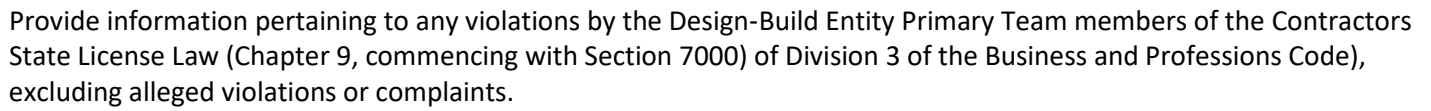
ATTACH ADDITIONAL PAGES AS REQUIRED

Request for Qualifications for Design-Build Entities



July 29, 2026

Request for Qualifications for Design-Build Entities



July 29, 2026

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



O Street State Parking Garage

Provide a declaration that no Design-Build Primary Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10) years.

Declaration:

I, _____, authorized agent of the Design-Build Entity,
_____ (Design-Build Entity), hereby certify that no Design-Build Primary
Team member has been convicted of submitting a false or fraudulent claim to a public agency within the last ten (10)
years.

Printed: _____

Signed: _____ Dated: _____

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



O Street State Parking Garage

Provide a declaration that the Design-Build Entity will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Declaration:

I, _____, authorized agent of the Design-Build Entity, _____ (Design-Build Entity), hereby certify that the Design-Build Entity will comply with all other provisions of law applicable to the Project, including, but not limited to, the requirements of Chapter 1 (commencing with Section 1720) of Part 7 of Division 2 of the Labor Code.

Printed: _____

Signed: _____ Dated: _____

SECTION 7. SAFETY RECORD

O Street State Parking Garage

Information You Must Submit Includes:

- A. Provide a written safety policy, mission statement or other document addressing the company's attitude and responsibility towards worker safety and the safety of the general public during construction. (**NOTE: Do not send full copies of safety manuals. If desired, in addition to the above, an index or Table of Contents from the manual is sufficient.**)
- B. Provide your Safety Officer's qualifications, work experience, authority, job duties, percentage of time spent in fulfilling their duties as Safety Officer, and who they report to.

C. Safety Performance:

Consolidate your firm's injury and illness data for the last three (3) years, starting on January 1, 2018, for the **General Contractor** and complete the table below. The Occupational Safety and Health Administration's (OSHA) Industry Group 154 (Business Category), classification 1542, will be used as the applicable standard for the construction of this Project. The information provided must be for your company as a whole and not individual office locations. **Provide copies of your OSHA 300 and OSHA 300A logs for the last three (3) years.**

Event	Year 2018	Year 2019	Year 2020	3 -Year Average
A. Average Number of Employees				
B. Hours Worked				
C. Number of Fatalities*				
D. Permanent Total Disabilities (PTD)				
E. Lost Workday Cases (LWC)				
F. Lost Time Injuries (LTI) [Rows C+D+E]				
G. Lost Time Injury Rate (LTIR)				
H. Lost Work Days				
I. Lost Work Day Severity Rate				
J. Restricted Workday Cases (RWC)				
K. Medical Treatment Cases (MTC)				
L. Total Recordable Cases. [Rows F+J+K]				
M. Total Recordable Incident Rate (TRIR)				
N. Environmental Occurrences				

* For each fatality, attach a description of the accident, including cause, actions taken resulting from that fatality and actions taken to prevent future fatalities.

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



1. Provide your Worker's Compensation Experience Ratings (Experience Modification Rating (EMR)) for the past three (3) years, starting on January 1, 2023.

Year: 2025 EMR:

Year: 2024 EMR:

Year: 2023 EMR:

2. Attach the endorsement page from your policy listing your EMR or have your insurance carrier or broker provide this information on their letterhead. The information is available from your worker's compensation insurance carrier.

Insurance Carrier:

Contact for Insurance
Information:

Title:

_____ Telephone: _____

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



EXHIBIT 1. GENERAL STATEMENT OF BANK CREDIT

O Street State Parking Garage

(Date)

(Bank Reference No.)

In connection with the qualification of:

(Name of Design-Build Entity)

We hereby declare that said Design-Build Entity has been extended a line of credit in a total amount not exceeding \$ _____ to perform the Progressive Design-Build Phase work on the O Street State Parking Garage (Project) with the Department of General Services of the State of California, and that such credit will not be withdrawn or reduced without notice to the Department of General Services, Real Estate Services Division, Project Management and Development Branch.

This letter is signed with the understanding that it is a document to be used by the Department of General Services of the State of California only for the purpose of determining the financial resources of said Design-Build Entity available for use in performing the Progressive Design-Build Phase work on the Project, which may be awarded by the Department of General Services of the State of California.

This General Statement of Bank Credit supersedes and replaces any General Statement of Bank Credit from the same Bank, which may have been filed with the current Design-Build Entity's Statement of Experience and Financial Condition and will EXPIRE with the Annual Contractor's Statement of Experience and Financial Condition for which the line of credit was issued.

(Name of Bank)

(Address)

(Signature of Bank Representative)

(Printed Name and Title)

(Phone)

NOTE: This form is a sample only and may be used to augment your Working Capital or help your firm establish a rating when completed by your bank; if the bank prefers, a Statement of Credit with the same provisions may be issued on the bank's own letterhead.

END OF EXHIBIT 1

EXHIBIT 2. BONDS AND INSURANCE**Bonds**

Design-Build Entity shall furnish to the State of California, prior to the awarding of any Agreement to perform Progressive Design-Build Phase work, a surety bond in favor of the State of California in the amount of not less than one hundred percent (100%) of the amount of Contract to guarantee faithful performance of the Contract and a payment bond, of not less than 100% of the amount of Contract, securing payment of laborers, mechanics, or material suppliers employed on the work under the Contract. Each bond shall be in the form attached to the Agreement and shall be issued by a licensed and admitted surety. Examples are provided in the Project Criteria.

Insurance

Design-Build Entity shall not commence the Progressive Design-Build Phase work until all insurance has been obtained that is required under this section and such insurance has been verified by the State of California, nor shall Design-Build Entity allow any Subcontractor to commence work on its Contract until all similar insurance required of the Subcontractor has been so obtained and approved. Design-Build Entity shall furnish the State of California with three (3) copies of each required certificate of insurance and endorsement, as provided below.

General Insurance Requirements – the following provisions apply to all insurance requirements listed below:

- A. Except as otherwise provided for Builders Risk/Installation Floater, the Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Design-Build Entity, its agents, representatives, employees or subcontractors.
 - 1. Design-Build Entity shall furnish the State with original certificates and endorsements effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the State before work commences.
 - 2. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
- B. Insurance Companies shall be acceptable to Department of General Services (DGS) and Office of Risk and Insurance Management (ORIM). Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A-VII, unless otherwise acceptable to DGS, ORIM. Exception may be made for the State Compensation Insurance Fund. If self-insured, review of financial information may be required.
- C. Except as otherwise provided for Builders Risk/Installation Floater, all coverage shall be in force until the Acceptance of the Work by the State. If the insurance expires, the Design-Build Entity shall immediately provide a new current certificate or be declared in breach of Contract. The State reserves the right to withhold all progress and retention payments until the breach is cured to the satisfaction of the State. Renewal insurance certificates must be tendered to the State prior to or exactly at the expiration of the previous insurance certificate. There shall be no gap in insurance coverage. This renewed insurance shall be in accordance with the terms of the Contract.
- D. Design-Build Entity is responsible to notify the State a minimum of five (5) business days before the effective date of any cancellation, non-renewal or material change that affects required insurance coverage.
- E. Unless otherwise stated in the contract, the Design-Build Entity shall be responsible for any premium deductible or self-insured retention contained within the insurance.
- F. All insurance policies required by this contract must allow the State to pay and/or act as the Design-Build Entity's agent in satisfying any self-insured retention (SIR). The choice to pay and/or act as the Design-Build Entity's agent in satisfying any SIR is at the State's discretion.

- G. In the event the Design-Build Entity fails to keep in effect at all times the specified insurance coverage, the State may remove the Design-Build Entity from the work site and/or may terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract. In the event, the State elects to remove the Design-Build Entity from the work site; the Design-Build Entity will not be entitled to additional days or compensation.
- H. Any insurance required to be carried shall be primary and not excess or contributory, to any other insurance carried by the State.
- I. Any required endorsement requested by the State must be submitted with all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
- J. Minimum Scope of Insurance - Coverage shall be at least as broad as:
 - 1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
 - 2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, "any auto", or "all owned, hired and non-owned".
- K. All coverage and limits available to the Design-Build Entity shall also be available and applicable to the State.
- L. Design-Build Entity shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Design-Build Entity, his agents, representatives, employees, or subcontractors.
- M. With the exception of Builders Risk/Installation Floater, Design-Build Entity shall require and verify that all subcontractors maintain insurance coverage and limits meeting or exceeding all the requirements stated herein. Design-Build Entity shall ensure that the Department of General Services and the State of California, its officers, agents, and employees, are added as additional insured on insurance required from subcontractors but only insofar as the operations under the Contract are concerned. For Commercial General Liability coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to require the Design-Build Entity to provide the subcontractors' insurance certificates and policies, when so directed by the State. The State reserves the right to accept lower limits.
- N. Except as otherwise provided for Builders Risk/Installation Floater, neither the State, nor any officer or employee of the State, shall be liable for any loss or damage that may happen to the Work, or any part thereof; nor to any of the materials or other items used or employed in performing the Work; nor for injury to any person or persons, either workers or the public, for damage to property from any cause which might have been prevented by the Design-Build Entity, or the Design-Build Entity's employees or agents, against all of which injuries or damages the Design-Build Entity shall properly guard. The Design-Build Entity shall indemnify and hold harmless the State, and all officers and employees of the State, from all suits, actions or claims brought for, or on account of injuries or damages received or sustained by any person or persons, by or from the Design-Build Entity, the Design-Build Entity's employees or agents, in construction of the Work, or by or in consequence of the Design-Build Entity's failure to properly guard the same, or by or as a result of any act or omission of the Design-Build Entity, the Design-Build Entity's employees or agents. In addition to any remedy authorized by law, moneys due the Design-Build Entity under the Contract, as considered necessary by the State, may be retained until disposition has been made of such suits, actions, or claims for damages; however, this provision shall not be construed as precluding the State from enforcing any right of offset the State may have to any such moneys.
- O. Waiver of Subrogation: Design-Build Entity hereby waives all rights of recovery under subrogation because of deductible clauses, inadequacy of limits of any insurance policy, limitations or exclusions of coverage, or any other reason against the Department of General Services, the State and its officers, agents and employees, the Construction Manager, or their officers, agents, or employees, and any other Design-Build Entity or

Subcontractor performing Work or rendering services on behalf of the State in connection with the planning, development and construction of the Project. The Design-Build Entity shall also require that all Design-Build Entity maintained insurance coverage related to the Work include clauses providing that each insurer shall waive all of its rights of recovery by subrogation against the Design-Build Entity together with the same parties referenced immediately above in this Subparagraph. The Design-Build Entity shall require similar written express waivers and insurance clauses from each of its Subcontractors. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged.

Specific Insurance Requirements – Design-Build Entity shall have the following insurance coverages during the Progressive Design-Build Phase:

- A. **Commercial General Liability:** The Design-Build Entity shall maintain commercial general liability with limits of not less than \$15,000,000 per occurrence for bodily injury and property damage liability combined. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. If the aggregate applies “per project or location”, it shall so state on the certificate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, XCU (Explosion, Collapse, Underground), and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Design-Build Entity’s limit of liability. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
 - 1. Additional Insured coverage shall be provided in the form of an insured endorsement as broad as the CG 20 10 11 85 (Ex: CG 20 10 07 04 and CG 20 37 or CG 20 10 10 01 and CG 20 37) to the Design-Build Entity’s insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
 - 2. Deductibles and Self-Insured Retentions (for Commercial General Liability): Any deductibles or self-insured retentions must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State of California and the Department of General Services, its officers, agents, employees and servants or the Design-Build Entity shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration, and defense expenses.
- B. **Automobile Liability:** The Design-Build Entity shall maintain motor vehicle liability with limits of not less than \$5,000,000 per accident for bodily injury and property damage. The State is to be covered as additional insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Design-Build Entity. The policy shall include the Department of General Services and The State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
- C. **Workers' Compensation:** The Design-Build Entity shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable as required by the State of California. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State for all work performed by the Design-Build Entity, its employees, agents and subcontractors. Except for State Fund certificates, all subrogation waiver endorsements shall be submitted on a separate form. The Design-Build Entity shall maintain Employer’s Liability coverage of \$1,000,000 per accident for bodily injury or disease.

In signing the Contract, the Design-Build Entity shall make the following certification, required by Section 1861 of the Labor Law:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this Agreement."

- D. Builders Risk/Installation Floater: The State shall insure all Work while in the course of construction, reconstruction, remodeling or alteration, including materials incorporated in the Work, against physical loss or damage resulting from the perils normally insured under an All Risk Builders Risk/Installation Floater policy, including, but not limited to theft, fire and vandalism. The State will self-insure against Acts of God and natural disasters proclaimed by the State or Federal Government. The State will issue to the Design-Build Entity a "Summary of Coverage" provided under this paragraph D. Summary of Coverage and Certificate of Insurance will be provided to Design-Build Entity as part of the Progressive Design-Build Phase.
1. Design-Build Entity shall be responsible for paying a deductible not to exceed \$250,000 per occurrence in the event of loss.
 2. The proceeds under the Builder's Risk/Installation Floater Insurance procured by the State will be payable to the State and Design-Build Entity as their respective interests, from time to time, may appear.
 3. State's Builders Risk/Installation Floater Insurance shall provide limited coverage for materials in transit, materials stored off-site or at staging areas, trees/shrubs/plants, and full coverage for materials at the Project site; however, the Design-Build Entity is responsible for reviewing the "Summary of Coverage" and reporting values that exceed the limits provided within the Summary of Coverage. Notification to the State does not provide coverage. Value increases must be approved by the insurance carrier and Design-Build Entity must have a Certificate of Insurance issued by the insurance carrier showing the increased values. Lacking confirmation from the State's insurance carrier that additional coverage was procured, Design-Build Entity will be responsible for damages in excess of the coverage limits provided within the Summary of Coverage.
 4. Nothing in these Builder's Risk/Installation Floater requirements shall be construed to relieve the Design-Build Entity of Design-Build Entity's responsibilities referred to under this Exhibit 2: Bonds and Insurance.
 5. Builder's Risk/Installation Floater Insurance policies shall provide the following:
 - a. That the policies are primary and do not participate with nor are excess over any other valid collectible insurance carried by the Design-Build Entity.
 - b. That the Insurer waives the right of subrogation against the Design-Build Entity.
- E. Pollution Liability: Should the scope of work involve any handling or disposing of asbestos, asbestos containing materials or asbestos contaminated materials, lead paint materials, petroleum, petroleum by-products, and all other environmentally regulated substances and/or hazardous materials, the Design-Build Entity shall maintain, or shall cause the hazardous materials subcontractor(s) to maintain, Pollution Liability coverage for Design-Build Entity's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the hazardous material mitigation work, or related services to be performed.
1. Coverage shall be provided for work performed on site as well as during handling and transport of hazardous materials.
 2. Limit of not less than \$25,000,000 per occurrence and shall be required.

3. The Design-Build Entity, or the hazardous materials mitigation subcontractor(s), shall maintain this required Pollution Liability coverage during each single period, or multiple periods, of hazardous material mitigation work. This coverage may be effected in conjunction with the Design-Build Entity's General Liability coverage as long as coverage is provided for the Design-Build Entity's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs directly or indirectly caused by the scope of work or related services within this contract; a separate pollution limit of insurance is required. In cases where the Pollution Liability coverage is not required for the complete term of the Contract, the length of time, and periods of time, that this insurance coverage is required may be determined by the State in accordance with the commencement and cessation dates in the Design-Build Entity's Progress Schedule, as accepted by the State in writing. When timing, conditions, and/or the needs of the State warrant, the State reserves the right to set the term of the Pollution Insurance prior to execution of the contract.
 - a. The Transporter of hazardous materials, whether the Design-Build Entity or a subcontractor shall produce to the State a Certificate of Liability Insurance for Pollution Liability Coverage mandated by law with a form at least as broad as the MCS-90 endorsement, or its equivalent.
 - b. A form at least as broad as the MCS-90 endorsement, equivalent, is affected through the Transporters Automobile liability insurance carrier.
4. The policy, whether obtained by the Design-Build Entity, or by the hazardous materials mitigation subcontractor(s), shall include the Department of General Services and the State of California, its officers, agents, and employees as additional insureds, but only insofar as the operations under the Contract are concerned. All coverage and limits available to the named insured shall also be available and applicable to the additional insured.
5. The insurance certificate shall name the State of California, Department of General Services, as certificate holder.
6. If there is change in the hazardous materials mitigation work, then the Pollution Insurance requirements affected by such change must be affected by an Amendment to the Contract.
- F. Professional Liability Insurance/Errors & Omissions Insurance - In the event any Contract specification requires a Design-Build Entity to provide professional services, such as but not limited to, architectural, engineering, construction management, surveying, design, etc., a Certificate of Insurance must be provided prior to commencing work evidencing such coverage with a limit of not less than \$25,000,000 per occurrence or per claim and aggregate which shall cover claims for any damages caused by a negligent error, act or omission resulting from professional errors and omissions of Design-Build Entity and any of its consultants in connection with the Work provided.

Insurance must be maintained, and evidence of insurance must be provided **for at least five (5) years after completion of the contract of work**. If coverage is canceled or non-renewed, and not replaced **with another claims-made policy form with a Retroactive Date prior to** the contract effective date, the Design-Build Entity must purchase "extended reporting" coverage for a minimum of **Five (5) years** after completion of work.

The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
- G. Aviation Liability - Should aircraft of any kind be used by the Design-Build Entity, and any tier of Subcontractor or anyone else on its behalf, the Design-Build Entity shall maintain or cause the operator of the aircraft to maintain Aircraft Public Liability insurance including bodily injury, property damage, and passenger liability, as respects any aircraft owned used, operated, or hired in connection with the Work by Design-Build Entity or anyone else in limits of \$5,000,000 combined single limit of bodily injury and property damage any one occurrence, each aircraft.

1. The policy shall include the Department of General Services and the State of California, its officers, agents, and employees, as additional insureds, but only insofar as the operations under the Contract are concerned.
2. Additional Insured coverage shall be provided in the form of an insured endorsement to the Design-Build Entity's insurance policy. All coverage and limits available to the named insured shall be available and applicable to the additional insured. The endorsement must be attached to the certificate.
3. If the Design-Build Entity and/or any employees, subcontractors or servants has proposed activities that include the use of a drone, the following requirements are to be provided:
 - a. Proof of Drone/UAV coverage (listing the specific aircraft to be used) with a **limit of at least \$1,000,000**.
 - i. If Drone/UAV coverage is being added to a general liability policy, there must be a **separate endorsement** showing proof of coverage.
 - b. A separate endorsement naming the State of California, its officers, agents and employees as Additional Insured is required.
 - i. Please note that all **separate endorsements** must be submitted as **separate attachments** (not included in the body of the certificate of insurance).
- H. Subcontractor Insurance – Design-build Entity shall cause all subcontractors engaged to perform work required of Design-build Entity pursuant to this Contract to maintain insurance coverage and limits meeting or exceeding all the insurance requirements stated herein or maximum amount available for each policy, whichever is greater. All Policy coverage shall be adequate for work performed under this Contract. Subcontractor's commercial general liability insurance shall include an additional insured endorsement in favor of the State of California, its officers, agents, and employees as respect to work performed under the Contract. For Commercial General Liability coverage subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13. The State reserves the right to accept lower limits.
- I. Contractor is required to maintain Railroad Protective Liability Insurance as broad as ISO form CG 00 35 or extend coverage through general liability with a form as broad as ISO standard endorsement CG 24 17. Coverage shall be written on an occurrence basis in an amount of not less than \$1,000,000 per occurrence. Annual aggregate limit shall not be less than \$2,000,000. If coverage is required by a railroad company and/or per U.S. Code of Federal Regulations, Title 23, Chapter I, Part 646 that is broader than the requirement of the State, the requirement of the railroad company or the U.S. Code of Federal Regulations will supersede the requirement of the State.

END OF EXHIBIT 2

V. PART B – EXPERIENCE FORMS AND TEMPLATES

PART B – EXPERIENCE

Section 1: Design-Build Team

Narrative and Organizational Chart

Working Relationship Matrix*

Firm Profiles

Section 2: Personnel Resume Template*

Section 3: Project Profile Template*

Section 4: Project Reference Template*

Section 5: Project Approach

Section 6: Designated Subcontractors Template*

Section 7: Preconstruction Cost*

**** Editable electronic templates will be provided (via e-mail) to the Design-Build Entity's Proposal Manager following the Mandatory RFQ Briefing Conference.***

SECTION 1. DESIGN-BUILD TEAM

O Street State Parking Garage

See Instructions – Working Relationship Matrix Template included below.

Working Relationship Matrix (Template)										
	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name	Project Name
Check boxes to indicate on which projects team members have worked. If a member has not worked on a project leave the box blank.										
Design-Build Entity's Exec. Leader (insert name)										
GC's Project Executive (insert name)										
AOR's Project Executive (insert name)										
AOR's Project Manager (insert name)										
Architect of Record (insert name)										
AOR's Lead Architectural Designer (insert name)										
Structural Project Manager (insert name)										
Structural Engineer of Record (insert name)										
Mechanical Project Manager (insert name)										
Mechanical Engineer of Record (insert name)										
Electrical Project Manager (insert name)										
Electrical (Low Voltage) Project Manager (insert name)										
Electrical Engineer of Record (insert name)										
GC's General Superintendent (insert name)										
GC's Preconstruction/Design Manager (insert name)										
GC's Project Manager (insert name)										
GC's Preconstruction/Project Estimator (insert name)										
GC's Quality Control Manager (insert name)										
GC's Schedule Control Manager (insert name)										
Specialty Consultant: (insert name)										
Specialty Consultant: (insert name)										
Specialty Consultant: (insert name)										
Specialty Consultant: (insert name)										
Specialty Consultant: (insert name)										

SECTION 2. PERSONNEL RESUME

O Street Parking Garage

Maximum two (2) pages per resume

Name: _____ Title: _____

Firm: _____

Years of Experience: _____ Years with this Firm: _____

Education: _____

Active Registrations, Licenses or Credentials: _____

Awards: _____

Responsibilities on this Project: _____

Experience: Identify relevant projects on which employee has worked. Include a brief description of the project and **specifically** identify employee's roles, responsibilities, and duration of involvement on the project.

Experience on similar projects:

Design-Build Experience:

Experience with Facilities Construction for Public Sector Clients (Identify California Projects):

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Request for Qualifications for Design-Build Entities



Experience with energy efficiency/sustainable building design measures:

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

Describe what makes this individual uniquely suited for this assignment:

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Request for Qualifications for Design-Build Entities



SECTION 3. PROJECT PROFILE

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See Instructions –four (4) profiles maximum showing Design Experience and four (4) profiles maximum showing Construction Experience; three (3) pages maximum per profile.

Firm: _____

Firm's Role on Project: _____

Project Name: _____

Location: _____

Project Description: _____

Firm's Project Manager: _____

Personnel on project being proposed for this Project: _____

General Contractor (if not Firm): _____

Architect of Record (if not Firm): _____

Construction Manager: _____

Other Relevant Entities: _____

Project Type: _____ Gross Square Footage: _____

Scheduled Completion Date: _____ Actual Completion Date: _____

Explain Difference, if any: _____

Original Const. Contract Amount: _____ Final Const. Contract Amount: _____

Explain Difference, if any: _____

Delivery Method: _____

Sustainable Building Measures Incorporated: _____

Relevance to this Project: _____

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Request for Qualifications for Design-Build Entities



Awards: _____

Project Owner: _____

Owner's Representative: _____

E-mail Address: _____ Telephone: _____

This form may be reproduced/reprinted for use on each of the required project profiles being submitted.

SECTION 4. PROJECT REFERENCE**O Street State Parking Garage**

To be completed for each project included in Project Profiles.

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

SECTION 5. PROJECT APPROACH

O Street State Parking Garage

See Instructions for Part B

SECTION 6. DESIGNATED SUBCONTRACTORS**O Street State Parking Garage****LIST OF DESIGNATED SUBCONTRACTORS
AND COMPETITIVE BIDDING PROCEDURES**

Listed hereinafter is the names, locations of place of business, the California contractor license number, and public works contract registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractors designated by the State and/or the DBE, and the kind of work that each will perform if the Project Agreement is awarded. The DBE understands that all subcontractors listed at the time of SOQ submittal shall be afforded all the protection contained in Chapter 4 of Part 1 of Division 2 of the Public Contract Code.

At a minimum, the DBE shall designate the classifications noted in the table below. The DBE may submit additional subcontractors beyond the ones listed at their discretion. Provide relevant information regarding the client references and project experience of the proposed designated subcontractors using the forms below.

Classification	DVBE	Name and Location	License No.
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		
(Proposer TBD) (____)	Y/N		

Work not listed by the DBE at the time of SOQ shall be competitively bid and awarded by the DBE in accordance with Public Contract Code Section 10198.5.

Following the contract amendment for the Progressive Design-Build Phase, the DBE shall proceed as follows in awarding construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work:

1. Provide public notice of availability of work to be subcontracted in accordance with the publication requirements applicable to the competitive bidding process of the department, including a fixed date and time on which qualifications statements, bids, or proposals will be due.
2. Establish reasonable qualification criteria and standards acceptable to the State. Criteria established should match the qualifications of the RFQ.
3. Award the subcontract either on a best value basis or to the lowest responsible bidder.

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Request for Qualifications for Design-Build Entities



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Duplicate this and the following page to fulfill the required detail for each designated subcontractor, with three (3) projects and three (3) references.

Trade/License Classification:

Name:

License Number:

Expiration Date:

Address:

Number of Licensed Professional Engineers on staff:

Will this subcontractor function as design engineer for this Project?

☐ Yes ☐ No

ADDITIONAL INFORMATION:

Project Experience #1: (Relevant project completed within the last five (5) years).

1. Project Name: _____
Project Contact: _____ Telephone: _____
Location: _____
Contracted Amount: \$ _____ ☐ Design/Build ☐ Design/Bid/Build ☐ Other
Contracted with: ☐ Owner ☐ General Proposer ☐ Design Engineer on this Project

Project Experience #2 (Relevant project completed within the last five (5) years).

2. Project Name: _____
Project Contact: _____ Telephone: _____
Location: _____
Contracted Amount: \$ _____ ☐ Design/Build ☐ Design/Bid/Build ☐ Other
Contracted with: ☐ Owner ☐ General Proposer ☐ Design Engineer on this Project

Project Experience #3: (Relevant project completed within the last five (5) years).

3. Project Name: _____
Project Contact: _____ Telephone: _____
Location: _____
Contracted Amount: \$ _____ ☐ Design/Build ☐ Design/Bid/Build ☐ Other
Contracted with: ☐ Owner ☐ General Proposer ☐ Design Engineer on this Project

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



CLIENT REFERENCES

Please provide three (3) client references.

1. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer

2. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer

3. Name of Client Representative: _____
Firm/Company/Agency: _____
Address: _____
Telephone No.: _____
Project associated with: _____
As ☐ Proposer/subcontractor ☐ Design Engineer

SECTION 7. PRECONSTRUCTION COST

PRECONSTRUCTION PRICE FORM

PRECONSTRUCTION SERVICES	
Design Services	\$0.00
Space Programming	\$0.00
Conformed Project Criteria	\$0.00
Plans, Reports, and Administration Services	\$0.00
Subtotal - Preconstruction Design Services	\$0.00
Estimating including GMP Development	\$0.00
Scheduling	\$0.00
Site Investigation including Hazardous Material	\$0.00
CEQA Mitigation and Monitoring with SHPO Requirements	\$0.00
Project Coordination and Management	\$0.00
General Requirements	\$0.00
Bonds and Insurance	\$0.00
Fee	\$0.00
Subtotal - Preconstruction Project Management Services	\$0.00
Total Preconstruction Services	\$0.00

DESIGN BUILD ENTITY _____

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



 Progressive Design Build - Design Build Entity: Enter Name									
TASK	POSITION	HRLY RATE PRE CON PHASE	Total Hrs	Hrs/Mo Budget	2021				2022
					September	October	November	December	January
					160	160	160	160	160
Design Services									
	Firm Person 1	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 2	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 3	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 4	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
Space Programming									
	Firm Person 1	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 2	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 3	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 4	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
Conformed Project Criteria									
	Firm Person 1	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 2	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 3	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%
	Firm Person 4	\$0	0	\$ -	0	0	0	0	0
				% Level of Effort:	0%	0%	0%	0%	0%

Editable electronic template files will be provided (via e-mail) to the Design-Build Entity's Proposal Manager following the Mandatory RFQ Briefing Conference. This information must be submitted with the DBE's SOQ. Failure to do so may be considered non-responsive.

VI. SAMPLE STANDARD AGREEMENT STD 213

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

[x] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED XX PAGES

AGREEMENT NUMBER

XXXX

REGISTRATION NUMBER

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME

Department of General Services, RESD, Project Management & Development Branch

CONTRACTOR'S NAME

2. The term of this Agreement: From the date of Approval by DGS as indicated by the approval stamp in the lower right-hand corner of this page and continuing for twelve (12) months.

3. The maximum amount of this Agreement is: **\$ XXX,XXX,XXX**

4. The parties agree to comply with the terms and conditions of the following exhibits, which are, by this reference, made a part of the Agreement.

O Street State Parking Garage

**Department of General Services
Sacramento, California
PROJECT 000000000017166**

Articles	One through Nine	X page(s)
Exhibit A	Scope of Services	X page(s)
Exhibit B	Budget Detail and Payment Provisions	X page(s)
Exhibit B-1	Contractor Team	X page(s)
Exhibit C	General Terms & Conditions	X page(s)
Exhibit C-1	Certifications	X page(s)
Exhibit D	Prevailing Wage Requirement	X page(s)

Items shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at www.ols.dgs.ca.gov/Standard+Language

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

O Street State Parking Garage

Request for Qualifications for Design-Build Entities



CONTRACTOR		California Department of General Services Use Only
CONTRACTOR'S NAME <i>(If other than an individual, state whether a corporation, partnership, etc.)</i>		
BY <i>(Authorized Signature)</i> —	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME and TITLE OF PERSON SIGNING		
ADDRESS		
AGENCY NAME		
BY <i>(Authorized Signature)</i> —	DATE SIGNED <i>(Do not type)</i>	
PRINTED NAME and TITLE OF PERSON SIGNING		
ADDRESS		
		☐ Exempt per _____

The State of California (referred to interchangeably herein as “the State” and “the Department of General Services” (DGS)) has the option to amend this Agreement to extend the time of performance of the contract, with no additional cost or charge to the State.

The State and Contractor agree to cooperate with each other to fulfill their responsibilities and obligations under this Agreement. Both State and Contractor shall endeavor to maintain a good working relationship among members of the project team.

The Contractor represents that all services and work for which it is compensated by the State, whether performed by the Contractor or subcontractor, are necessary and essential for the Contractor to render its professional judgment in the performance of the Contract.

ARTICLE 1. DEFINITIONS

For purposes of this Agreement the following definitions shall apply:

- A. **AGREEMENT:** The written and executed document known as the State of California Standard Agreement STD 213, together with those Contract Documents identified therein and any Change Orders or Amendments thereto made in writing, signed by the parties, and approved as required. The terms Agreement and Contract are used interchangeably throughout this document.
- B. **APPROPRIATE AUTHORITIES/AGENCIES:** Any private, local, municipal, county, State, regional or Federal authority or agency that may be involved with the Project. This term is intended to include those agencies and authorities that may require information, specifications, approvals, etc., in connection with the Project on either a voluntary or non-voluntary basis.
- C. **AS-BUILT DOCUMENTS:** Those documents showing the project as it was constructed. As-Built documents include any change or clarification to the construction documents.
- D. **BEST VALUE:** The value determined by evaluation of objective criteria that relate to demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required. Other factors that will be considered include, features, functions, life cycle costs, experience, and past performance.
- E. **CONCEPT DRAWINGS:** Any schematic drawings or architectural renderings that are prepared in such detail necessary to sufficiently describe the State’s needs.
- F. **CONTRACT DOCUMENTS:** The Contract Documents form the Contract for Design Build and consist of the Agreement, together with those documents set forth in the Agreement and any Change Orders or Amendments thereto made in writing, signed by the parties and approved as required.
- G. **CONTRACTOR:** The Design-Build Entity that has entered into a Contract with the State, identified as such in the Contract, and referred to throughout the Contract as if singular in number. The term “Contractor” means the Contractor or the Contractor’s representatives and includes those representatives providing construction contracting, professional architectural and/or professional engineering services as required herein.
- H. **CONSTRUCTION PROJECT MANAGER:** The consultant who may be retained by the State to assist in the administration of the Preconstruction Phase and Progressive Design-Build phases of the project.
- I. **CONSTRUCTION SUBCONTRACT:** The subcontract awarded by the design-build entity to a subcontractor that will perform work or labor or render service to the design-build entity in or about the construction of the work or improvement, or a subcontractor licensed by the State of California that, under subcontract to the Design-Build Entity, specifically fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications produced by the Design-Build Team.
- J. **DESIGN-BUILD:** A construction procurement process in which both the design and construction of a project are procured from a single entity.

- K. **DESIGN-BUILD BUDGET** (also known as “Project Budget”): The budget amount established by the State that represents the total cost for the Project, including the cost to perform all activities necessary to complete the Preconstruction Phase and the Progressive Design-Build Phase.
- L. **DESIGN-BUILD ENTITY (DBE, also known as “Design-Builder”)**: A partnership, limited liability company, joint venture, corporation, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to the Design-Build Contract.
- M. **DESIGN-BUILD TEAM**: The DBE itself and the individuals and other entities identified by the DBE as members of its team. Members shall include, but are not limited to, the Architect and Engineers of Record, the general contractor, and any subcontractors responsible for the design and construction of the Project.
- N. **GUARANTEED MAXIMUM PRICE (GMP)**: The maximum payment amount agreed upon by the State and the DBE for the DBE to finish all remaining design, preconstruction, and construction activities to complete and close out the project.
- O. **PROGRESSIVE DESIGN-BUILD PROJECT**: A capital outlay project using the progressive design-build construction procurement process.
- P. **PROGRESSIVE DESIGN-BUILD**: A project delivery process in which both the design and construction of a project are procured from a single entity that is selected through a qualification-based selection at the earliest feasible stage of the project.
- Q. **PROJECT CRITERIA**: The information that fully describes the scope of the proposed design-build project and includes, but is not limited to, the size, type, and design character of the buildings and site; the required form, fit, function, operational requirements, and quality of design, materials, equipment, and workmanship; and any other information deemed necessary to sufficiently describe the state’s needs. Project Criteria may include concept drawings, which include any schematic drawings or architectural renderings that are prepared in the detail necessary to sufficiently describe the State’s needs.
- R. **PRECONSTRUCTION PHASE**: The period following the award of a contract to a DBE for a progressive design-build project in which the DBE completes necessary design activities and any preconstruction activities to produce a GMP.
- S. **PROGRESSIVE DESIGN-BUILD PHASE**: The remaining design and preconstruction activities necessary after the Preconstruction Phase, and all construction activities, necessary to complete construction and closeout of a progressive design-build project.
- T. **PROJECT**: The total design and construction of the work performed under the contract as described in Exhibit A, Project Description.

ARTICLE 2. PROJECT BUDGET

During the Preconstruction Phase, the Contractor shall complete the documents that will form the basis of the GMP, including but not limited to all design guidelines, project narratives, drawings, specifications, and other contract documents as required, such that the cost of the Project will not exceed the Design-Build Budget. It is agreed that in the event the State and the Contractor cannot agree to a GMP, the Contractor shall, at the direction of the State and at no further cost to the State, revise the applicable documents so as to establish a GMP satisfactory to the State.

The current Design-Build Budget for this project is **\$38,000,000**

ARTICLE 3. SCHEDULE OF WORK

Time is of the essence for this Agreement. The Contractor shall work with the State to develop a master project schedule, including project milestones and deliverables. The schedule may be adjusted at the sole discretion of the State.

The Contractor shall commence work under this Agreement only when directed by the State in writing and shall prosecute the work diligently to complete the work as follows:

Preconstruction Phase: Upon notice to proceed from the State, Contractor shall perform work for this phase until completion of all the work, reference Exhibit A. The duration is up to 8 months.

Progressive Design-Build Phase: Following the execution of an amendment to the Agreement, Contractor will perform work for this phase until completion of all work on the Project, including but not limited to, commissioning and all Project closeout activities. The duration of the Progressive Design-Build Phase is 24 months.

ARTICLE 4. CONTRACTOR'S TEAM

- A. The Contractor has been selected to perform the work herein, in part, because of the skills and expertise of key individuals and/or firms listed in Exhibit B-1- Contractor's Team. Substitution of the individuals and/or firms identified in Exhibit B-1 is not allowed except with prior written approval of the State. Substitutions of key individuals and/or firms shall be limited to those instances when deemed absolutely necessary.
- B. The Contractor shall designate a principal or qualified, experienced senior staff member, satisfactory to the State, as the project manager who shall, so long as performance continues to be acceptable to the State, remain in charge of the services for the Project. Additionally, the Contractor must furnish the names of all lead or key people in Contractor's firm that shall be associated with this Project. If the designated project manager or any other designated lead or key person fails to perform to the satisfaction of the State upon written notice, the Contractor shall have 15 calendar days to remove that person from the Project and replace that person with one acceptable to the State. A project manager and all lead or key personnel for any subcontractor must also be designated by that subcontractor and are subject to all conditions stated in this paragraph.
- C. Contractor covenants that Contractor has no existing interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of services required under this Agreement and that no person having any such interest shall be employed or subcontracted by Contractor.
- D. The Contractor, and the agents and employees of Contractor, in the performance of the Agreement, shall act in an independent capacity and not as officers or employees or agents of the State of California.

ARTICLE 5. SERVICES

BASIC SERVICES

Contractor agrees to provide all services required by and in accordance with this Article and Exhibit A – Scope of Services and other necessary and incidental services that are required to provide architectural, engineering and support services for the Project. The State reserves the right to terminate the Agreement at any time. Contractor shall not be entitled to payment for any service not authorized by the State.

A. BASIC SERVICES

Contractor shall:

1. Contract for, or employ at Contractor's expense, subcontractors or personnel to the extent deemed necessary for the Scope of Services for the Project. Contractor's personnel and subcontractors shall include but be not limited to architects, mechanical, electrical, structural, and civil engineers licensed as such by the State of California and all other subcontractors necessary for development of the Project. The State reserves the right to reject the use of any subcontractor.
2. Consult and meet, as necessary, with normal and customary employees, agencies, and/or representatives of the State relative to the development of a GMP, design, and construction of the Project.

3. Conduct Project status meetings with the State, Construction Project Manager, equipment vendors, other professionals employed by the State, and other agencies as needed and directed by the State during the Project. For all meetings, the Contractor shall prepare meeting agendas, take meeting notes, and prepare meeting minutes that shall be distributed to the Project team in a timely manner.
4. Field check existing conditions as required to complete the work of this Agreement. All field checks of existing conditions must be documented by means of a report. The report must identify the existing conditions found and list recommendations or plans of action.
5. Be responsible for the professional quality, technical accuracy and the coordination of all analyses, reports, studies, surveys, plans, designs, drawings, specifications, and other deliverables and services provided by Contractor under this Agreement. Contractor shall, without additional compensation, correct or revise any errors or omissions, and incorporate responses to the State's review comments in provided deliverables until the deliverables are accepted by the State. Documents shall be prepared in full compliance with all applicable building codes, ordinances, and other requirements of regulatory authorities. The documents produced shall, at a minimum, comply with all applicable California State Building Codes, to include but not be limited to, Title 8 (Industrial Relations), Title 17 (Public Health), and Title 24 (Building Standards).
6. Be responsible to establish design criteria necessary to achieve a minimum of LEED™ (Leadership in Energy and Environmental Design) Silver within the State's Design Build Budget. The Design-Builder shall be responsible for obtaining the actual LEED™ certification.
7. Unless otherwise noted, provide all contract deliverables to the State in at least two (2) electronic file formats: Portable Document Format (PDF), CADD as applicable; and the native file format(s) of the program(s) in which the documents were created. Electronic files shall not be password protected. All PDF files shall allow printing, copying, and extracting content, and adding mark ups. All native files shall be able to be used in their native program, edited, and manipulated by the State.
8. Maintain a document management system to store, manage and facilitate the creation and review of the conformed Project Criteria, reports, studies, surveys, programs, agendas, minutes, designs, drawings, specifications, and other contract deliverables as applicable. At a minimum, provide access to the document management system to the Department of General Services (DGS), and the Construction Project Manager at no additional cost to the State. Upon completion of the Scope of Work in Exhibit A, provide electronic copies of all contract deliverables to the State on a portable hard drive.

ARTICLE 6. EXTRA SERVICES

- A. Extra services shall be performed by Contractor only if prior written notification to proceed is given by the State.
- B. The fee for extra services shall be based on the mutual acceptance of a lump sum increase or decrease in costs. Upon the State's written request, the Contractor shall furnish a detailed estimate of the increase or decrease in costs and time, together with cost breakdowns of labor, schedules, materials, equipment, and other supporting data within the time specified in such request. Cost breakdowns shall include but are not limited to hourly labor rates and hours; material quantities and unit costs; and equipment hourly rates and hours, as an example.

Contractor may not invoice the State for extra services without a written Amendment to this Agreement signed by both parties and approved by the State authorizing the extra services.

ARTICLE 7. DISPUTES AND CLAIMS PROCEDURES

The parties hereto mutually agree that the resolution of any claim or disputes arising under this Agreement shall be resolved pursuant to the following:

- A. If the Contractor disputes any action by the State's Representative (Project Manager or Director) arising under or out of the performance of this contract, the Contractor shall notify the State's Representative of the dispute in writing and request a claims decision. The State's Representative shall issue a decision within 30 days of the Contractor's notice. If the Contractor disagrees with the State Representative's decision, the Contractor shall submit a formal claim to the Chief, Project Management and Development Branch. The Chief, Project Management and Development Branch shall issue a decision within 15 days of receipt of Contractor's formal claim. The decision may encompass facts, interpretations of the Agreement, and determinations or applications of the law. The decision shall be in writing following an opportunity for the Contractor to present oral or documentary evidence and arguments in support of the claim. This administrative process must be followed prior to arbitration.
- B. Contractor agrees to proceed with all work ordered by the State pending the outcome of any claim, dispute, or arbitration.
- C. Arbitration: Any Claim filed is not resolved by the above procedures shall be resolved by arbitration in accordance with the provisions of Public Contract Code Section 10240 et seq., and Title 1, California Code of Regulations, Section 1300 et seq. Either party may initiate arbitration by filing a Complaint in Arbitration with the Office of Administrative Hearings in Sacramento, California, in compliance with the requirements of Public Contract Code Section 10240, et seq., and Title 1, California Code of Regulations, Section 1300 et seq. Arbitration shall be conducted in Sacramento, California.

ARTICLE 8. STATE REPRESENTATIVE

For the purposes of this Agreement, the State Representative shall be as designated in Article 9 - Notices.

The State Representative is not authorized by the State to make any commitments or changes which shall affect the price, terms, or conditions of this Agreement except by written amendment.

ARTICLE 9. NOTICES

Any notice may be served upon either party by delivering it in writing by overnight delivery service, or by depositing it in a United States mail deposit box with the postage thereon fully prepaid and addressed to the party at the address as set forth below:

CONTRACTOR:

STATE:

Department of General Services
Real Estate Services Division
Project Management & Development Branch
707 3rd Street, 4th Floor
Attn: Nicholas Rossi
Email: Nicholas.Rossi@dgs.ca.gov

EXHIBIT A. SCOPE OF SERVICES

Scope of services will be defined between the selected DBE and the State.

SAMPLE

EXHIBIT B. BUDGET DETAIL AND PAYMENT PROVISIONS**A. COMPENSATION**

1. The consideration to be paid Contractor, as provided herein, shall be full compensation for all of Contractor's services and expenses, direct or indirect, including costs incidental to providing the services.
2. Total compensation for the work of this Agreement shall not exceed the sum of \$TBD.
3. The total compensation shall be based upon the following amounts when authorized for each phase contemplated under this Agreement exclusive of extra services.
 - a. Preconstruction Phase \$TBD
4. Neither the State's review, approval of, nor payment for any of the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of actions arising out of the performance of this Agreement.
5. Contractor agrees that, except to the extent inconsistent with applicable prevailing wage laws, all travel expenses and per diem rates paid to its employees under this Agreement shall be reimbursed at actual costs not to exceed the California Department of Human Resources (CalHR) designated rates for excluded employees. Go to CalHR website at <http://www.calhr.ca.gov/employees/pages/travel-reimbursement.aspx>. No travel outside the State of California shall be reimbursed without prior documented written authorization from the Department of General Services.

B. METHOD OF PAYMENT

1. Application for Payment shall be prepared on a form and in the format provided by the State. Invoice shall include the contract number, the Project number(s), the Amendment number, Contractor's Federal Employer Identification Number (FEIN); and shall be submitted to the State of California, Department of General Services, Project Management and Development Branch, attention of the project director. Application for payment shall not be submitted more frequently than once monthly, in arrears.
2. Application for Payment shall be signed by an officer of the Contractor's firm.
3. Upon receipt and approval of Contractor's invoices, the State agrees to make payment as follows:
 - a. For the Preconstruction Phase
Monthly payment for the percentage of work completed less 5 percent retention; the final 5% shall be paid upon acceptance and approval of the Preconstruction Phase by the State.
4. When the estimated amount to be retained exceeds ten thousand dollars (\$10,000), and the retention continues for a period of 60 days beyond the completion of phased services, upon written request and at the expense of the contractor, the State shall pay the retention earned directly to a state or federally chartered bank in this state, as the escrow agent. (Pub. Contract Code § 6106.5.) See Public Contract Code section 6106.5, subdivision (e), for further requirements pertaining to subcontractors.

C. FUNDING

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either: cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. RATE ADJUSTMENT FOR COMPENSATION

The total compensation is set forth in Article 6 B. and is effective as of the date of approval of this Agreement by the State and shall be for the term of this Agreement. In the event that work is suspended by the State for more than twelve consecutive months, the current compensation for work that has not yet been performed may be adjusted at the State's sole discretion by no more than the Consumer Price Index for the duration of the suspension. However, the adjustment, if granted, shall never exceed three percent (3%) per year, and be calculated from the first year of the suspension and not from the effective date of the contract.

SAMPLE

EXHIBIT B-1 CONTRACTOR'S TEAM

Firm	Function/Discipline
Enter Name of Company	Contractor/Design-build Entity
Enter Name of Company	Architect of Record
Enter Name of Company	Associate Architect
Enter Name of Company	Structural Engineer
Enter Name of Company	Civil Engineer
Enter Name of Company	Geotechnical Engineer
Enter Name of Company	Mechanical Engineer of Record & D B Subcontractor
Enter Name of Company	Plumbing Engineer of Record & D B Subcontractor
Enter Name of Company	Electrical Engineer of Record & D B Subcontractor
Enter Name of Company	Energy Modeling and Efficiency
Enter Name of Company	Acoustical Consultant
Enter Name of Company	Daylighting Consultant
Enter Name of Company	Code Consultant
Enter Name of Company	Design Assist Curtainwall Subcontractor
Enter Name of Company	Design Assist Precast/GFRC Subcontractor

EXHIBIT C. GENERAL TERMS AND CONDITIONS**A. APPROVAL**

This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

B. AMENDMENT

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

C. ASSIGNMENT

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

D. AUDIT

Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code § 8546.7; Pub. Contract Code § 10115 et seq.; Cal. Code Regs., title 2, § 1896).

E. INDEMNIFICATION:

Contractor agrees to indemnify, defend, and hold harmless the State, its officers, agents, and employees from any and all claims, demands, costs, or liability arising from or connected with the services provided hereunder due to negligent, willful, or intentional acts, errors, or omissions of Contractor and its agents. The Contractor shall reimburse the State for any expenditures, including reasonable attorney fees, incurred by the State in defending against claims ultimately determined to be due to negligent, willful, or intentional acts, errors, or omissions of the Contractor.

F. DISPUTES

Contractor shall continue with the responsibilities under this Agreement during any dispute.

G. TERMINATION

1. The State reserves the right to terminate this Agreement upon thirty (30) days written notice to the Contractor.
2. If the Agreement is terminated for convenience, the Contractor will be compensated for cost incurred up to the notice of the termination. In no event shall payment for such costs exceed the current contract amount. All costs shall be subject to audit by the State.
3. The State may immediately terminate this agreement and be relieved of the payment of any consideration to Contractor should Contractor fail to perform the covenants herein contained at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. The cost to the State shall be deducted from any sum due the Contractor under this agreement, and the balance, if any, shall be paid the Contractor upon demand.

4. In the event of termination, whether for convenience or failure to perform, the Contractor shall deliver forthwith to the State all finished or unfinished studies, reports, special forms, schedules, designs, data, surveys, calculations, drawings, maps, models, photographs, electronic files and any other information pertaining prepared by the Contractor under the terms of this Agreement.
5. Thereafter, if the State should determine to complete the original Project or substantially the same Project, the State shall have the right to use any original tracings, drawings, calculations, specification estimates and other construction documents prepared under this Agreement by Contractor who shall make them available to State upon request without additional compensation.

H. INDEPENDENT CONTRACTOR

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

I. RECYCLING CERTIFICATION

Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste as defined in the Public Contract Code sections 12161 and 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code sections 12161 and 12200. Contractor may certify that the product contains zero recycled content. (Pub. Contract Code §§ 10233, 10308.5, 10354.)

- J. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

- K. **CERTIFICATION CLAUSES:** the CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

L. TIMELINESS

Time is of the essence in this Agreement.

M. COMPENSATION

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

N. GOVERNING LAW

This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

O. ANTITRUST CLAIMS

Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes sections set out below.

1. The Government Code chapter on antitrust claims contains the following definitions:
 - a. "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
 - b. "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code § 4550.)
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it shall assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code § 4552.)
3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code § 4553.)
4. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code § 4554.)

P. CHILD SUPPORT COMPLIANCE ACT

"For any Agreement more than \$100,000, the Contractor acknowledges in accordance with, that:

1. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 of Part 5 of Division 9 of the Family Code (commencing with section 5200); and
2. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department."

Q. UNENFORCEABLE PROVISION

If any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

R. LICENSING

Contractor, shall, without expense to the State, be responsible for obtaining and maintaining any licenses and permits and for complying with any applicable Federal, State, and municipal laws, codes, and regulations, as necessary for the prosecution of Contractor's work.

S. RELEASE OF INFORMATION

Contractor shall not make any public information release in connection with services performed under this Agreement without advance written permission of the State

T. OWNERSHIP OF MATERIALS

1. All materials and documents developed in the performance of this Agreement are the property of the State. The State shall have unlimited rights, for the benefit of the State, in all drawings, designs, specifications, notes and other work developed in the performance of this Agreement, including the right to use same on any other State work at no additional cost to the State. Contractor agrees to and does hereby grant to the State a royalty-free license to all such data which Contractor may cover by copyright and to all designs as to which Contractor may assert any rights or establish any claim under the patent or copyright laws. Contractor agrees to furnish and to provide access to the originals or copies of all such materials upon the request of the State. The State agrees to make no demand on Contractor for responsibility for the State's use of such materials for any other State work which is not the subject of an agreement between the State and Contractor for such use. In the event the Contractor does not act as the Design-Builder, the State agrees to make no demand on Contractor for responsibility for the State's use of materials, that are not developed to establish the Performance Criteria for the Project, with any other design-build contractor.
2. If the Contractor performs the work required under this Agreement with the assistance of (CAD) Technology, the Contractor shall deliver to the State, on request, the disk(s) that contains the design files and shall specify disk format and the supplier of the software and hardware necessary to use the design files.
3. The State does not assume any obligation to employ the Contractor's services or pay Contractor royalties of any type as to future programs which may result from the work performed under this Agreement.

U. WAIVER

No waiver of any condition, requirement or right expressed in this Agreement shall result from any forbearance of the State to declare a default.

V. BROKERAGE OR CONTINGENT FEES

Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon understanding or agreement for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to terminate this Agreement without liability, paying only for the work actually performed, or otherwise recover the full amount of such commission, brokerage or contingent fee.

W. RELEASE OF CLAIMS

The acceptance by the Contractor of final payment shall be and shall operate as a release to the State of all claims and all liability to the Contractor for everything done or furnished in connection with this Agreement and for every act and neglect of the State and others relating to or arising out of this Agreement.

X. INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, or employees.

1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- a. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
- b. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
- c. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability: (Including operations, products & completed operations, as applicable.)	\$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
Automobile Liability:	\$1,000,000 per accident for bodily injury and property damage.
Employer's Liability:	\$1,000,000 per accident for bodily injury or disease.
Professional Liability:	\$5,000,000 per claim and annual aggregate.

3. Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions applying to General Liability, Professional Liability, and Automobile Liability must be declared to and approved by the State. At the option of the State, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the State, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the State guaranteeing payment of losses and related investigations, claim administration and defense expenses.

4. Commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- a. The State, its officers, officials, employees and volunteers are to be covered as additional insureds as respects: liability arising out of work or operations performed by or on behalf of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.
- b. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the State, its officers, officials, employees, and volunteers. Any insurance or self-insurance

maintained by the State, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

- c. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by U.S. mail.
5. The workers' compensation and employer's liability policy shall be endorsed to contain the following provisions:

The insurer waives any right of recovery the insurer may have against the State, its officers, officials, employees, and volunteers because of payments the insurer makes for injury or damage arising out of the work done under contract with the State.
6. Verification of Coverage: Contractor shall furnish the State with original certificates and amendatory endorsements effecting coverage as required in this section. All certificates and endorsements are to be received and approved by the State before work commences. The State reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.
7. Insurance companies issuing any of the policies required by these provisions shall have a rating classification of "A-" or better and a financial size category rating of "VII" or better according to the latest edition of the A.M. Best Key Rating Guide. Any other rating classification requires State approval.
8. Contractor shall ensure that all Subcontractors procure insurance meeting the requirements of these provisions.
9. State Remedies: If Contractor always fails to maintain the insurance required to be carried by these provisions in full force and effect, the State, in its sole discretion, may terminate this contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.

Y. COMPUTER SOFTWARE USE

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds shall not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

Z. PRIORITY HIRING CONSIDERATIONS:

If this Contract includes services more than \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

AA. SMALL BUSINESS PARTICIPATION and DVBE PARTICIPATION REPORTING REQUIREMENTS:

1. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
2. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE

received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vet. Code § 999.5, subd. (d); Gov. Code § 14841.)

BB. LOSS LEADER

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in section 17030 of the Business and Professions Code. (Pub. Contract Code § 10344, subd. (e).)

CC. SUBCONTRACTING

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any Subcontractors, and no sub agreement shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to the State for the acts and omissions of its Subcontractors as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its Subcontractors is an independent obligation from the State's obligation to make payments to Contractor.

DD. ADDITIONAL PROVISIONS

1. General:

- a. These additional provisions shall apply to all work performed under the agreement by Contractor's own organization and with the assistance of workers under Contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.
- b. Except as otherwise provided for in each Section, Contractor shall insert in each subcontract all the stipulations contained in these required Additional Provisions, and further require their inclusion in any subcontract. The required Additional Provisions shall not be incorporated by reference in any case. Contractor shall be responsible for compliance by any subcontractor with these required Additional Provisions.
- c. A breach of any of the stipulations contained in these required Additional Provisions shall be sufficient grounds for termination of the Agreement.
- d. A breach of Additional Provisions, Section a, "General", paragraph 2 may also be grounds for debarment as provided in 29 CFR 5.12.

2. Construction Field Office

- a. The Contractor shall establish a temporary construction site office and "Big Room" within ¼-mile of the site. The Contractor shall be responsible for interior development and furnishings, including removal at the completion of the project.

3. Hours of Work:

- a. Contractor to compensate contractor's/subcontractors' workers at a rate of one and one-half times the basic rate of pay for work performed in excess of eight hours per day/40 hours per week. Contractor or its subcontractor(s), as appropriate, shall forfeit \$25, as a penalty to the State, for each worker employed in the execution of the contract by the respective contractor or subcontractor for each calendar day during which that worker is required or permitted to work more than eight hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Labor Code Sections 1810 through 1815.

Contractor shall perform work within an 8-hour shift (excluding lunch break) unless requested and approved in writing by the State's Representative to work additional hours (overtime).

SAMPLE

EXHIBIT C-1 CERTIFICATIONS

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature)		
Printed Name and Title of Person Signing		
Date Executed	Executed in the County of	

CONTRACTOR CERTIFICATION CLAUSES**A. STATEMENT OF COMPLIANCE**

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

B. DRUG-FREE WORKPLACE REQUIREMENTS

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
2. Establish a Drug-Free Awareness Program to inform employees about:
 - a. the dangers of drug abuse in the workplace
 - b. the person's or organization's policy of maintaining a drug-free workplace
 - c. any available counseling, rehabilitation and employee assistance programs
 - d. penalties that may be imposed upon employees for drug abuse violations
3. Every employee who works on the proposed Agreement will:
 - a. receive a copy of the company's drug-free workplace policy statement
 - b. agree to abide by the terms of the company's statement as a condition of employment on the Agreement

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

C. NATIONAL LABOR RELATIONS BOARD CERTIFICATION

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

D. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT

Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a State Contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

E. EXPATRIATE CORPORATIONS

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

F. SWEATFREE CODE OF CONDUCT

1. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Contractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.
2. The Contractor agrees to cooperate fully in providing reasonable access to the Contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

G. DOMESTIC PARTNERS

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

H. GENDER IDENTITY

For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH the STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

A. CONFLICT OF INTEREST

Contractor needs to be aware of the following provisions regarding current or former State employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
2. No officer or employee shall contract on his or her own behalf as an independent Contractor with any State Agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State Agency.
2. For the twelve-month period from the date he or she left state employment, no former State officer or employee may enter into a Contract with any State Agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving State service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

B. LABOR CODE/WORKERS' COMPENSATION

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

C. AMERICANS WITH DISABILITIES ACT

Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

D. CONTRACTOR NAME CHANGE

An Amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said Amendment.

E. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA

1. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
2. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the State not be subject to the franchise tax.

3. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

F. RESOLUTION

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

G. AIR OR WATER POLLUTION VIOLATION

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

H. PAYEE DATA RECORD FORM STD. 204

This form must be completed by all Contractors that are not another State Agency or other governmental entity.

SAMPLE

EXHIBIT D. PREVAILING WAGE REQUIREMENT

The Contractor shall comply with Labor Code Sections 1774 and 1775. Pursuant to Section 1774, the Contractor and every subcontractor, regardless of tier, shall pay not less than the specified prevailing wage rates to all workers employed in the execution of the Contract. In accordance with Section 1775, the Contractor shall forfeit to the State up to \$200 for each day, or portion thereof, for each worker paid less than the prevailing wage rates for the work or craft in which the worker is employed for any work executed under the Contract by the Contractor or by any subcontractor, regardless of tier, in violation of the provisions of the Labor Code; and, in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to such forfeiture, the difference between such stipulated prevailing wage rates and the amount paid to each worker for each day, or portion thereof, shall be paid to each underpaid worker by the Contractor. This provision shall not apply to properly registered apprentices.

- A. Pursuant to Labor Code, Section 1770, the Director of the Department of Industrial Relations (DIR) has ascertained the general prevailing rate of per diem wages and a general prevailing rate for legal holiday and overtime work for each craft required for execution of the Contract. The Contractor shall obtain copies of the prevailing rate of per diem wages from:

Department of Industrial Relations
Division of Labor Statistics & Research
PO Box 420603
San Francisco, CA 94142-0603
(415) 703-4780

Or wage rates may be accessed on the internet at

http://www.dir.ca.gov/DLSR/statistics_research.html.

The Contractor is responsible to read, understand and comply with all the guidelines, including the fine print in the prevailing wage determinations; and shall post a copy of the prevailing wage rates, specific to the Project, at the Project site.

- B. Wage rates set forth are the minimum that may be paid by the Contractor. Nothing herein shall be construed as preventing the Contractor from paying more than the minimum rates set. No extra compensation will be allowed by the State due to the inability of the Contractor to hire labor at minimum rates, nor for necessity for payment by the Contractor of subsistence, travel time, overtime, or other added compensations, all of which possibilities are elements to be considered and ascertained to the Contractor's own satisfaction in preparing their Cost Sheet at the time of the bidding opportunity and will be applicable for the term of the contract.
- C. If it becomes necessary to employ crafts other than those listed in DIR's General Prevailing Wage Rate booklet, the Contractor shall contact the Division of Labor Statistics and Research as noted above. The rates thus determined shall be applicable as minimum for the contract and incorporated in the Cost Sheet. When the wage determination shows an expiration date (noted by a double asterisk**), to expire during the term of the contract, the Contractor must call or write the DIR to obtain the new rates and will have incorporated them into their Cost Sheet at the time of the bidding opportunity and will then be applicable for the term of the contract.
- D. The Contractor and each subcontractor, regardless of tier, shall keep an accurate payroll record showing the names, addresses, social security numbers, work classifications, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by the Contractor and/or subcontractor in connection with the Work. Payroll records shall be certified and shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as those forms. The Contractor's and subcontractor's certified payroll records for each employee shall be submitted with each payment request, covering the period of the payment request unless

requested otherwise by the Labor Commissioner of the Department of Industrial Relations pursuant to Labor Code Section 1771.4(c)(2)(b). If this contract was awarded on or after April 1, 2015, monthly payrolls should be sent directly to the Department of Industrial Relations in the current prescribed electronic format. Refer to <http://www.dir.ca.gov/Public-Works/PublicWorks.html> for access to the electronic Certified Payroll (eCRP) Application.

- E. Labor Compliance Monitoring and Enforcement: This project is subject to monitoring and enforcement by the Department of Industrial Relations (DIR), Compliance Monitoring Unit if awarded after January 1, 2015. All Contractors and subcontractors, regardless of tier, shall be required to comply with the Monitoring and Enforcement Program, including, but not limited to, contractor registration, submittal of electronic certified payroll reports directly to the DIR and cooperation with on-site monitoring by DIR personnel. Refer to Labor Code 1771.4 et seq.

SAMPLE

END OF REQUEST FOR QUALIFICATIONS