



Standard Form of Request for Qualifications

This **REQUEST FOR QUALIFICATIONS** (“RFQ”) from the Owner named below invites the submittal of a Statement of Qualifications (“SOQ”) from firms interested in providing design-build services for the Project described below. By submitting a SOQ, the Offeror represents that it has carefully read the terms and conditions of this RFQ and all attachments and Addenda and agrees to be bound by them. This RFQ is not an offer to enter into a contract, but merely a solicitation of persons interested in submitting a SOQ to the Owner for the Project.

OWNER:

San Diego Convention Center Corporation
111 W. Harbor Drive
San Diego, CA 92101

PROJECT:

West Building Roof Renovation (#21-1004)
111 W. Harbor Drive
San Diego, CA 92101

OWNER CONTACT PERSON:

Offerors shall submit the SOQ via e-mail to:

Corey Albright
Executive Director, Procurement & Strategic Relations
corey.albright@visitsandiego.com

SOQ DUE DATE AND TIME:

Offeror’s SOQ shall be submitted no later than:

Monday, March 29, 2021 by 5:00 p.m. (Pacific Time)

All SOQs must be submitted pursuant to the instructions below. It is the Offeror’s sole responsibility to ensure that the SOQ is delivered in the manner required by this RFQ by the Due Date and Time. Owner has the right to reject any SOQs not properly delivered.

SECTION 1: OWNER DESCRIPTION

1.1 General

The San Diego Convention Center (the "Center") is the primary convention center in San Diego, California. It is located in the Marina district of downtown San Diego near the Gaslamp Quarter, at 111 West Harbor Drive. The Center is operated and managed by the San Diego Convention Center Corporation, a non-profit public benefit corporation created by the City of San Diego.

1.2 Funding/Authority

This Project is anticipated to be financed through the California Infrastructure and Economic Development Bank, subject to approval.

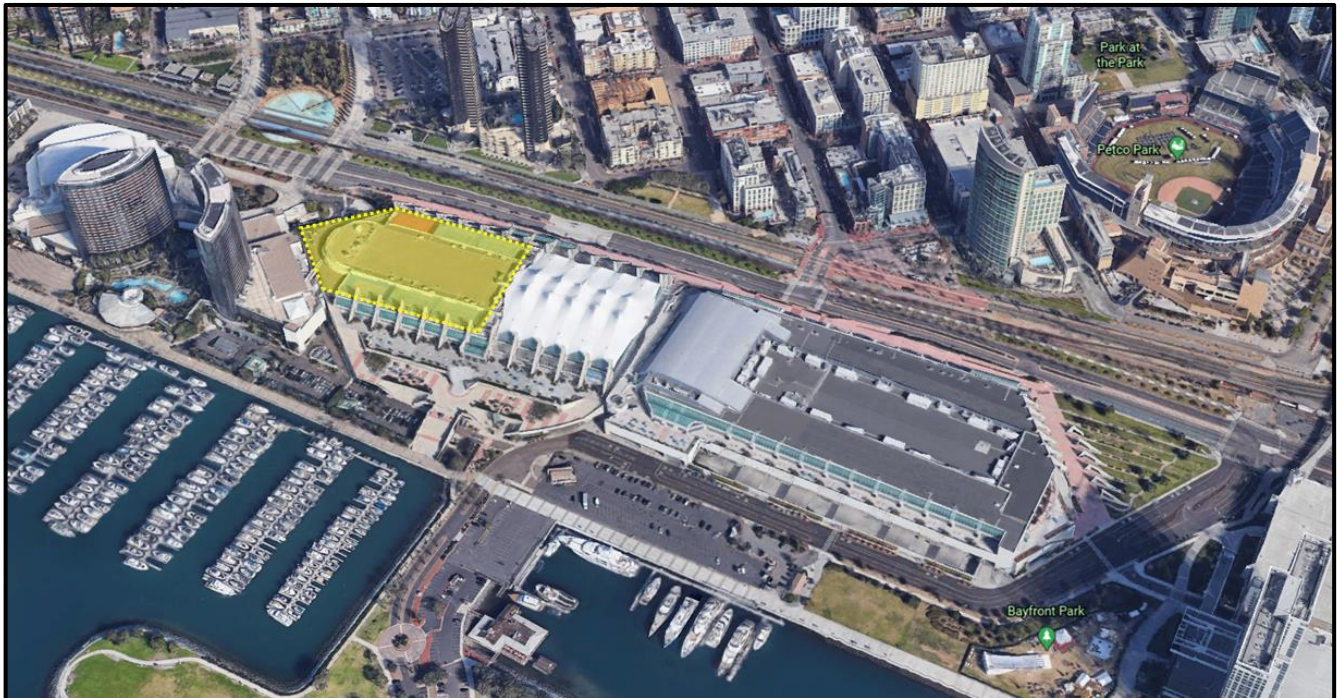
1.3 Procurement Website

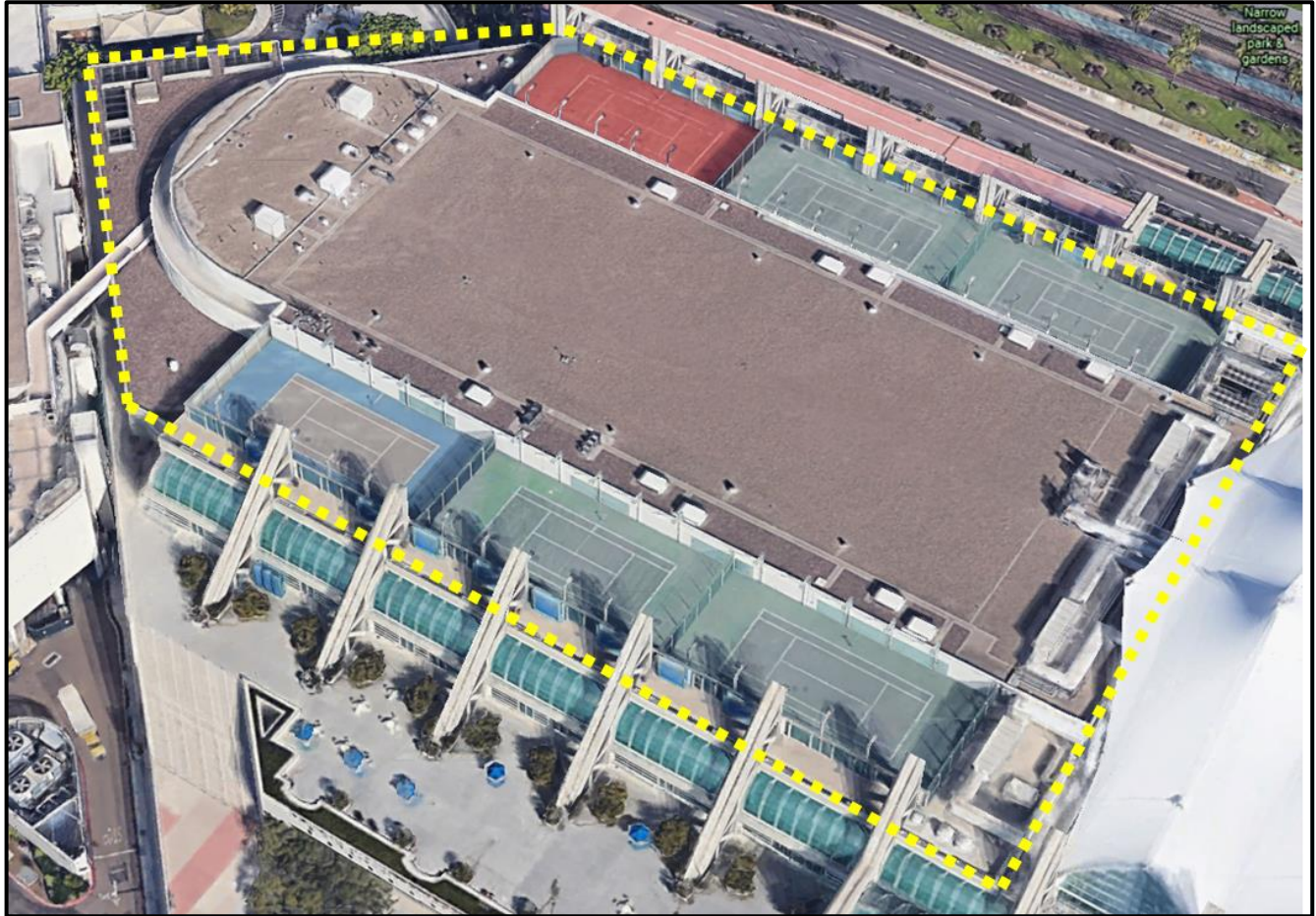
This Request for a Statement of Qualifications, addenda, clarifications, and all other related Procurement Documents will be posted on Owner's website at <https://www.visitsandiego.com/procurement>. Each Offeror is responsible for checking the website to obtain the latest information.

SECTION 2: OVERVIEW OF PROJECT

2.1 General

The San Diego Convention Center was originally constructed and commissioned in 1989 and expanded, nearly doubling the size, in 2001. The original west building's roof is currently at the end of useful life and this Project is for the design-build of a replacement roofing system. General boundaries of the scope of work are highlighted in yellow below. The original west building roof is comprised of upper and lower roof sections covered with low-slope ballasted EPDM roof systems. There are currently six tennis courts within this boundary the Owner is seeking appropriate permissions to remove. It is intended for the removal and renovation of the tennis court areas to be part of this Project, subject to pending approval.





2.2 Project Objectives

- Establish and sustain an integrated and cohesive Project team relationship between the Owner, the Owner's stakeholders, the Design-Builder and the Design-Builder's entire team to deliver an optimized high-quality design and construction that is on time and within the Owner's budget.
- Design and construct a Project that will achieve design excellence manifested by exceeding Owner's vision and functional requirements with solutions that are high performance, sustainable, and possess a holistic awareness of local site and environmental conditions.
- Maintain a safe, injury free work site.
- Minimize impacts to Owner's customers through close coordination with the Owner and its customers.
- Minimize impacts to parking and traffic congestion for work site and material storage.

2.3 Scope of Work

- Design-Builder is to provide all project management, architectural, engineering, cost management, permitting assistance, and other such pre-construction services required for the successful completion of the roof renovation Project.
- Design-Builder is to evaluate interrelated systems, such as mechanical/HVAC, plumbing, electrical, etc., and provide recommendations to Owner to address elements that are at or nearing end of useful life or otherwise would be advantageous to include in this Project.
- Design-Builder is to participate and provide documentation and other support necessary to obtain any and

all applicable California Environmental Quality Act (CEQA) and California Coastal Act approvals, as directed by Owner.

- Design-Builder is to provide all quality management controls and monitoring needed for a successful Project, including quality assurance and quality control of both design and construction phases of the Project.
- Design-Builder is to provide all construction management and supervision, general conditions for construction, construction services for all required trades, including all labor, materials and equipment required for a complete and workable Project.
- Design-Builder is to maintain compliance with all applicable public works and prevailing wage laws.
- Design-Builder is to provide a Performance and Payment Bond, Worker’s Compensation and Employer’s Liability Insurance, Commercial General Liability Insurance, Professional Services Liability Insurance, Comprehensive Auto Liability Insurance, in amounts not less than those set forth in **Exhibit A, Section 7**.
- Design-Builder is to provide services for systems commissioning, performance requirements validation, Project Substantial Completion, close-out, Final Completion and warranty follow-up services.

2.4 Estimated Budget

The estimated maximum budget for the Scope of Work referenced in Section 2.3 is currently Six Million Eight Hundred Thousand Dollars (\$6,800,000.00). This includes the Design-Builder’s contract sum, plus Owner’s miscellaneous soft costs.

2.5 Project Procurement Schedule

The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below. Note: the schedule pertaining to the activities of the subsequent RFP and award will be detailed and confirmed in the RFP once issued. Those post-RFQ activities are included in the below schedule for illustrative purposes only.

Date	Activity
Monday, February 22, 2021	Post RFQ on San Diego Convention Center Website
Monday, March 8, 2021 by 5 p.m. (PT)	Last Date to Submit Questions Regarding the RFQ
Monday, March 15, 2021	Addendum Issued Responding to Questions, Posted on Website
Monday, March 29, 2021 by 5 p.m. (PT)	Design-Builders’ Statements of Qualifications Due
March 30-April 8, 2021	Evaluation Committee Meeting <ul style="list-style-type: none"> • Review submitted Statements of Qualification • Short List to three (3) most highly qualified Design-Builders or decide to interview prior to Short Listing
Friday, April 9, 2021	Notify all offerors of action of Evaluation Committee <ul style="list-style-type: none"> • Announce Short List, or • Announce schedule for Qualification Phase interviews
Mid April 2021	Evaluation Committee Meeting <ul style="list-style-type: none"> • Conduct Qualification Phase Interviews (if applicable) • Short List to three (3) most highly qualified Design-Builders
Late April 2021	Issue RFP to Short Listed Design-Build Teams
May 2021	Pre-Proposal Confidential Individual Breakout Meetings
Early June 2021	Design-Builder’s Proposals Due <ul style="list-style-type: none"> • Technical Proposal • Price Proposal

Mid June 2021	Evaluation Committee Meeting <ul style="list-style-type: none"> • Review of Technical Proposals • Conduct Technical Proposal Interviews with each Design-Builder • Determine Apparent Best Value Design-Builder
TBD	Board of Directors Meeting <ul style="list-style-type: none"> • Receive Evaluation Committee's recommendation for award of Design-Build contract • Authorize Award Design-Build contract

2.6 **Definitions**

- 2.6.1 Business Day:** Any day on which the Owner is open for regularly conducted business.
- 2.6.2 Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Short Listed Offeror after the issuance of the RFP. All Confidential Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents. A common example is a proprietary meeting between Owner and individual Offerors as an opportunity to ask questions regarding the RFP and discuss viability of potential solutions.
- 2.6.3 Design-Builder:** The entity with the prime design-build contract with the Owner.
- 2.6.4 Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the Project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."
- 2.6.5 Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.
- 2.6.6 Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- 2.6.7 Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.8 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last ten (10) years and that have many or all of the following characteristics:
- a. Projects of a similar size and budget that include design and construction of commercial roofing systems;
 - b. Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;
 - c. Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner to develop the final price and schedule; and/or
 - d. Projects where the Design-Builder was selected to renovate an existing roofing system (as opposed to new construction).
- 2.6.9 RFP:** The Owner's Request for Proposals, which will be issued to those Short Listed Offerors who are selected to proceed to the next phase of this Procurement.

SECTION 3: PROCUREMENT PROCESS

3.1 General Information

3.1.1 Compliance with Legal Requirements

This Procurement will be in accordance with all applicable federal, state, and local laws, and Owner policies and procedures.

3.1.2 Conflict of Interest and Communications with the Owner

- a. Consistent with California Government Code section 1090, consultants who assisted the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project.
 - i. The Owner may make a written determination to waive a potential conflict of interest if the role of the Consultant was limited to provision of technical data and/or reports and did not include assistance in development of instructions to Offerors, evaluation criteria, or other influence that presents a conflict of interest.
- b. Offerors are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email only and directed to the Owner Contact Person listed on the cover of the solicitation. Do not communicate about the Project or the Procurement with any other Owner employees, representatives, or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.
- c. Following the Owner's approval of the Short Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications.

3.1.3 Expenses

The Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals.

3.1.4 Public Disclosure

All documentation and submittals provided to the Owner may be considered public documents under applicable laws and may be subject to disclosure. Offerors recognize and agree that the Owner will not be responsible or liable in any way for any losses that the Offeror may suffer from the lawful disclosure of information or materials to third parties.

Any materials requested to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified and readily separable from the balance of the SOQ or Proposal. Such designations will not necessarily be conclusive, and Offerors may be required to justify why such material should not, upon written request, be disclosed by the Owner under the applicable public records act. The Owner will endeavor to provide at least two (2) Business Days' notice of a public records request for material submitted pursuant to this Procurement. Offerors must respond to the notice in writing with any objection to the production of the documents within two (2) Business Days of receipt of the notice. All costs incurred by Offerors associated with any public records request are the responsibility of the Offerors.

3.2 Owner Rights and Procurement Conditions

- 3.2.1** The Owner reserves without limitation, and may exercise at its sole discretion, the following rights and conditions with regard to this Procurement process:

- a. To cancel the Procurement process and reject any and all SOQs and/or Proposals;

- b. To waive any informality or irregularity;
- c. To revise the Procurement Documents and Schedule via an Addendum;
- d. To reject any Offeror that submits an incomplete or inadequate response or is not responsive to the requirements of this RFQ;
- e. To require confirmation of information furnished by an Offeror, require additional information from an Offeror concerning its SOQ or Proposal and require additional evidence of qualifications to perform the work described in this RFQ or a subsequent RFP;
- f. To provide clarifications or conduct discussions, at any time, with one or more Offerors;
- g. To contact references who are not listed in the Offeror's SOQs and investigate statements on the SOQs and/or qualification of the Offeror and any firms or individuals identified in the SOQ;
- h. To consider Alternative Technical Concepts and/or approaches identified by Offerors;
- i. To take any action affecting the RFQ process, the RFP process, or the Project that is determined to be in the Owner's best interests; and
- j. Approve or disapprove of the use of particular Subconsultants, Subcontractors, or Key Team Members and/or substitutions and/or changes to Subconsultants, Subcontractors, or Key Team Members from those identified in the SOQ or Proposal. Such approval or disapproval shall not be unreasonably exercised.

3.3 Outline of the Procurement Process

3.3.1 Phase 1: Request for Qualifications (RFQ).

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.
- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The Owner will not consider SOQ or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. No more than three (3) responsive and responsible firms will be selected as Short Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the subsequent RFP.
- f. The results of the SOQ evaluations will be carried forward and included in the final evaluation and selection.
- g. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once Short Listed, neither the Offeror nor Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a

change to the evaluation and ranking of the Offeror.

3.3.2 Phase 2: Request for Proposal (RFP), Confidential Individual Meetings & Selection Process

- a. The Owner will issue the RFP to the Short Listed Offerors. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- b. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- c. The Owner will conduct a mandatory Site Walk Through with all Short Listed Offerors.
- d. The Owner will conduct Confidential Individual Meetings with each Short Listed Offeror as described in the subsequent RFP. The format of the Confidential Individual Meetings will be designed to allow the Short Listed Offerors to ask the Owner questions regarding the Project and the Owner's goals and concerns. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.15 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Proprietary meetings will also provide an opportunity for direct interaction between the Short Listed Offeror and the RFP evaluation committee.
- e. A Short Listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions, and/or program documents and issue an Addendum to all Short Listed Offerors.
- f. Short Listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- g. The Owner will establish an RFP evaluation committee to review and evaluate the Technical Proposal. The RFP evaluation committee may be the same as the RFQ evaluation committee. The RFP evaluation committee will evaluate the Proposals in accordance with the published evaluation criteria.
- h. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- i. The Owner will provide written notification to all Short Listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- j. At the Owner's discretion, it will initiate negotiations with the Preferred Offeror. The "Preferred Offeror" is the Offeror that the Owner determines achieves the apparent best value. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner's sole discretion. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

3.3.3 Price Proposal

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFP.

3.3.4 Evaluation and Ranking of Offerors

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the SOQ, as well as the meetings with the Offerors, if interviews are conducted, with respect to the evaluation criteria set forth in the RFQ. The result of the evaluation will be a comparative ranking of Offerors, with the three (3) most highly qualified moving forward to the RFP phase, where a new set of evaluation criteria,

included in the RFP will be used.

For the purpose of selecting and evaluating Offerors during the RFQ phase, the evaluation criteria will be given the following relative weights:

SOQ Criteria	Weight
Insurance Capacity	Pass/Fail
Performance & Payment Bond Capacity	Pass/Fail
Team Organization, Leadership, and Availability of Resources	35 Points
Project Delivery Approach	30 Points
Relevant Project Experience	30 Points
Qualifications & Experience of Non-Leadership Individuals	25 Points
Past Construction Performance	25 Points
Past Design Performance	20 Points
Safety Record	15 Points
Quality, Completeness, and Readability of SOQ package	10 Points
Interviews (If Applicable)	10 Points
Total Weight:	200 Points

Note: The results of the SOQ evaluations will be carried forward and included in the final RFP evaluation.

3.4 **Contract Format**

The Owner will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Design-Build Institute of America (DBIA) Standard Form of Agreement Between Owner and Design-Builder – Cost Plus Fee with an Option for a Guaranteed Maximum Price (“Standard Form 530”), and the DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder (Standard Form 535”), as amended and set forth in the subsequent RFP.

SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

4.1. SOQ Format Requirements

The SOQs shall comply with the following format requirements:

4.1.1 SOQs shall be formatted in .pdf format.

4.1.2 The body of the SOQ shall be organized in accordance with the Qualifications Questionnaire found as Exhibit A to this RFQ.

- a. For each item in the questionnaire, restate the question exactly as it appears, then provide the appropriate response. An editable word document version is provided for convenience on our website as defined in Section 1.3.
- b. Use differing typefaces, color, or other such graphic distinctions to allow the reader to clearly distinguish between questions and responses.

4.1.3 The number of pages in the SOQ is not limited. However, we recommend Offerors be as concise as reasonably possible.

4.2 SOQ Submittal Requirements

The Statement of Qualifications submittal package must include the following items:

4.2.1 One (1) electronic copy of the SOQ emailed to the Owner's Contact Person on the cover of this RFQ.

SECTION 5: LIST OF EXHIBITS

A. Qualifications Questionnaire for Design-Build Services

Exhibit A

Qualifications Questionnaire for Design-Build Services

1. DESIGN-BUILDER IDENTIFICATION

- 1.1. Date of Submittal of Statement of Qualifications
- 1.2. Legal Name of Design-Build Entity
 - 1.2.1. d/b/a Name (if different than legal name)
 - 1.2.2. Street Address
 - 1.2.3. City, State, Zip Code
 - 1.2.4. Federal ID Number
 - 1.2.5. Website URL
- 1.3. Identification of Primary Contact Person
 - 1.3.1. Name
 - 1.3.2. Title
 - 1.3.3. Office Telephone Number
 - 1.3.4. Cellular Telephone Number
 - 1.3.5. E-mail address
- 1.4. Statement of Qualifications Affirmation:

I affirm under the penalties of perjury that the facts and information included in this Statement of Qualifications are true and correct to the best of my knowledge and belief.

Signature: _____

Name (Printed): _____

Title: _____

Date: _____

2. EXECUTIVE SUMMARY

- 2.1. Provide a concise statement that summarizes the reasons, in accordance with the stated evaluation criteria, why this team should be considered a highly qualified Design-Builder.

3. ORGANIZATION AND LEADERSHIP

- 3.1. What is the business organization of the Design-Build Entity?
- 3.2. Provide the following information about the individuals in key leadership roles for the Project. Individual resumes will suffice so long as the below details are included and their role in the Project team is clear or the resume is supplemented to make the necessary details clear.
 - 3.2.1. Individual's Name
 - 3.2.2. Company / Title / Role on this Project.
 - 3.2.3. Education and Training.
 - 3.2.4. Professional Registrations and Certifications.
 - 3.2.5. Professional Experience, Representative Projects and Particular Talents.
 - 3.2.6. Responsibilities, other than this Project, that will run concurrently with this Project.
 - 3.2.7. Tenure this person has with the company, and in the current position.
- 3.3. Describe your management plan for this type of Project.
 - 3.3.1. Describe how the Design-Builder will guide the Owner through making trade-off decisions that will result in a final design that optimizes the tension between maintaining the initial Project budget and selecting systems and components that may have the overall lowest total cost of ownership, but a higher initial cost.
 - 3.3.2. Describe how the Design-Builder will maintain Project schedules.
 - 3.3.3. Describe how the Design-Builder will maintain a healthy and safe optimum Project site and Community environment during the execution of the Design-Build Project.
 - 3.3.4. Describe how the Design-Builder will drive early integration and cohesion, both within its team and with the Owner's prime stakeholders for the Project.
 - 3.3.5. Describe how the Design-Builder will manage quality assurance and quality control in the design-build process, including both design and construction phases of the Project.
- 3.4. Provide a statement that the Design-Builder and/or team members have the licenses, registrations, and credentials required to design and construct the Project.
 - 3.4.1. List the names of all professionals who will provide the certifications necessary for this Project and provide proof of certification of each.
 - 3.4.2. List the names of any individuals or entities that hold trade licenses or certifications that are needed for this Project and provide proof of each.
 - 3.4.3. List the names of any individuals or entities on the Design-Builder's team who have ever been involved in debarment, disqualification or removal from a federal,

state or local government public works Project. Include the names of any individual or company that has had its license suspended or revoked. Provide an explanation of the situation and any extenuating circumstances or remediation that otherwise would qualify the individual or entity to serve effectively as part of the Design-Builder's team for this Project. If there are no such circumstances, please indicate so.

- 3.4.4. Disclose any association or other circumstance that could be construed as a conflict of interest with the Owner, its consultants and established vendors. If you do not believe there to be any such circumstances, please indicate so.

4. GENERAL QUALIFICATIONS

- 4.1. Provide financial statements for the Design-Builder that are specific enough in detail so that the Owner can make proper determination of the Design-Builder's capability for completing the project if awarded.
- 4.1.1. Provide audited financial statements for the past two (2) full years.
- 4.1.2. Provide a balance sheet for the current year that is no more than three (3) months old.
- 4.2. Provide a Statement containing information concerning any bankruptcy or receivership, past or present of the Design-Builder or a member of the Design-Builder's team. If there are no such circumstances, please indicate so.
- 4.3. Provide an account of any history of litigation and formal disputes within the past ten (10) years between any Public Entity Owner, or any other Owner, and the Design-Builder or any member of the Design-Builder's team. If there are no such circumstances, please indicate so. If applicable:
- 4.3.1. Provide a list of all outstanding or past judgments or lawsuits against the Design-Builder, its team members and/or Owners.
- 4.3.2. Provide a summary of any mediation or arbitration history of the Design-Builder and its team members in the past ten (10) years.
- 4.4. Provide the following information to allow the Owner to evaluate the Design-Builder's safety performance record. Provide this information for the firm that will be providing the umbrella of leadership responsibility and liability for the Design-Builder.
- 4.4.1. Provide one (1) copy of the Design-Builder's Occupational Safety and Health Administration (OSHA) Form 300A, Summary of Work-Related Injuries and Illnesses for each of the three (3) calendar years preceding the current year.
- 4.4.2. Provide Design-Builder's illness and injury days away, restricted, or transfer case

incident rate (DART) for each of the past three (3) years.

- 4.4.3. Provide Design-Builder's SIC (Standard Industrial Classification) and/or NAICS (North American Industrial Classification System) Codes as defined by the U.S. Department of Labor's Bureau of Labor Statistics (BLS).
- 4.4.4. Provide documentation and a summary of the Design-Builder's on-going Safety and Training plans that are most pertinent to this Project.
- 4.5. Provide a statement regarding any prior serious, repeat, willful, or criminal violation of the federal Occupational Safety and Health Act of 1970 for the Design-Builder or any member of the Design-Builder's team. If no such violations exist, provide a statement attesting to that fact.
- 4.6. Please include information for the person that would be primarily responsible for safety on this Project.

5. EXPERIENCE AND PERFORMANCE RECORD

- 5.1. How long has your firm/team been involved in the Design-Build profession? Please provide an overview of your company's history in providing professional services for Public Owners in California.
- 5.2. What experience do the team members identified for this Project have in providing Design-Build services for projects of similar size and scope as the proposed Project?
- 5.3. What experience do the team members identified for this Project have in working together successfully on other Projects of similar size and scope as the proposed Project that have used delivery methods other than Design-Build?
- 5.4. Provide a list of up to five similar projects constructed by the Design-Builder and Design-Builder's team that are most representative of the experience required for this Project. For each project, provide the following information:
 - 5.4.1. Name of the Project
 - 5.4.2. A brief description of the project. Why did you include it as an example?
 - 5.4.3. Type of project delivery used
 - 5.4.4. Design-Build Entity's role in the Project
 - 5.4.5. Other Design-Builder's teammates roles in the Project
 - 5.4.6. Legal name of Owner
 - 5.4.7. Owner's Contact Person (Name, title, telephone, e-mail)
 - 5.4.8. Collateral information you feel would add value to Owner's evaluation
- 5.5. Has your firm ever failed to complete a project within the past ten (10) years? If the answer is "yes", please explain.

5.6. Provide a summary statement that the Design-Builder and/or team members have completed or demonstrated the experience, competency, capability to complete projects of similar size, scope or complexity; and that proposed key personnel have sufficient experience and training to competently manage and complete the design and construction of the Project

6. ADDITIONAL REFERENCES

6.1. Please provide at least three additional references from Owners other than those listed in response to question 5.4 above.

7. INSURANCE & BONDS

7.1. Please provide a Statement of Offeror’s Ability to Provide Performance and Payment Bonds. The Offeror must have the ability to obtain performance and payment bonds in the amount of the estimated Project budget as defined in **Section 2.4 of the RFQ**. Offeror shall provide a letter signed by an authorized representative of Offeror’s surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement. The surety shall be a company authorized to conduct business in the state of California.

7.2. Provide Certificate(s) of Insurance demonstrating compliance with the below minimum coverages.

Type of Insurance	Minimum Limits Per Claim/Occurrence	Minimum Limits Aggregate Policy Limits
1. Worker’s Compensation	Statutory Limits	Statutory Limits
2. Employer’s Liability (Bodily Injury by Accident)	\$1,000,000	\$1,000,000
3. Commercial General Liability	\$2,000,000	\$2,000,000
4. Commercial Automobile Liability	\$1,000,000	\$1,000,000
5. Professional Errors and Omissions	\$2,000,000	\$2,000,000

8. SECTION 8: COLLATERAL MATERIAL

8.1. Include any other material you feel would help the Owner’s evaluation committee understand and appreciate your capabilities and unique distinction that would make the Owner’s evaluation committee consider you most highly qualified to serve as Design-Builder for this Project.

8.2. Note: There is no requirement to include any collateral material. If any is included, it is at the prerogative of the Design-Builder. Any and all collateral material should be placed behind Section 7 of this questionnaire.