

RFQ Advertisement Date: January 11, 2012

**NOTICE
SAN DIEGO ASSOCIATION OF GOVERNMENTS (SANDAG)
REQUEST FOR QUALIFICATIONS**

RFQ Number: 5001891

CIP Number: 1201513

I. RFQ SUMMARY

Service Requested:	South Bay Bus Maintenance Facility
Contract Type:	Project Specific (Design-Build)
Number of Contracts:	One
Amount:	The Contract Range is \$26 Million to \$28.5 Million
Duration:	Substantial Completion Deadline is 22 months maximum after Notice to Proceed
UDBE Goal (Construction):	3.93%
Payment Method:	Firm Fixed Price
Deadline for Questions Regarding this RFQ:	February 22, 2012 (4:00 P.M.)
Web site Posting:	www.sandag.org

STATEMENT OF QUALIFICATIONS (SOQs) DUE:

4:00 P.M.

February 29, 2012 (Wednesday)



401 B Street, Suite 800 • San Diego, CA 92101-4231 • (619) 699-1900

Additional Requirements:

Self-Performance

Requirement: **10% of Construction Work** (General Contractor Only)

Licenses Required:

1. Contractors "A" License.
2. Civil Engineer's License.
3. Architect License and/or Structural Engineer's License as required by law for the structure proposed.
4. All other typical licenses required for this type of project.

Note: All licenses must be issued by the State of California and be held by a participant of the respondent team.

Point of Contact:

Contract Administrator: Angela Anderson, P.E.

Address: San Diego Association of Governments
401 B Street, Suite 800
San Diego, CA 92101-4321

Phone: (619) 699-1900

E-mail: Design.build@sandag.org

Anticipated RFQ Procurement Dates

Issue Request for Qualifications	See Cover Page
Pre-Submittal Meeting	January 27, 2012, at 10:00 A.M. SANDAG Board Room
Last Day to Submit Questions	See Cover Page
Statements of Qualifications (SOQ) Due Date	See Cover Page
Notification of (Initial) Shortlisted Respondents	March 21, 2012
Interviews (if conducted)	March 28 & 29, 2012
Notification of (Final) Shortlisted Respondents	April 10, 2012
Issuance of RFP to Shortlisted Respondents	April 10, 2012

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Exhibit B - Form M	Standard Form 330
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Exhibit C	DBE Program & Compliance Form A – Bidder's List Form B – UDBE Good Faith Efforts Affidavit
Exhibit D	Reference Information Attachment 1 – Initial (Shortlist) Evaluation Score Sheet Attachment 2 – Final (Shortlist Interviews) Evaluation Score Sheet Attachment 3 – Respondent Evaluation Ratings
Exhibit E	Draft Standard Agreement

REQUEST FOR QUALIFICATIONS FOR
SOUTH BAY BUS MAINTENANCE FACILITY

1. INTRODUCTION AND PROJECT DESCRIPTION

1.1 Introduction

The San Diego Association of Governments ("SANDAG") hereby requests the sealed submittal of statements of qualifications ("SOQs") from respondents ("Respondents") interested in providing design-build services for the Project, as shown on the cover page (the "Project"). SANDAG will accept SOQs only from Respondents who intend to provide all services required under the Project's design-build contract. SANDAG will not accept responses from individual engineering, construction, or consultant firms that do not intend to provide all required services.

This Request for Qualifications ("RFQ") is issued in accordance with California Public Utilities Code section 132350 et seq. and Public Contract Code section 20209.5 et seq. SANDAG will evaluate the SOQs submitted in response to this RFQ and will determine the Respondents that will be shortlisted for the Project. Unless otherwise specified, references to Sections and Exhibits shall mean Sections of the RFQ and Exhibits attached to the RFQ. All times in this RFQ are PST or PDT, as applicable. Initially capitalized terms not otherwise defined herein shall have the meaning set forth in Section 8 (Definitions).

A form of the design-build contract for the Project is available for review by prospective Respondents on the Web site. Please be advised that the form of contract is provided solely for purposes of soliciting input from prospective Respondents as part of the procurement process. Nothing in the form of contract shall be construed as a commitment, representation, warranty, or assurance by SANDAG to the terms.

1.2 Project Description

The Project is the expansion of the existing San Diego Metropolitan Transit System (MTS) South Bay Bus Operations and Maintenance Facility located at 3650 Main Street, Chula Vista, California. The work includes a new high-bay maintenance building, maintenance equipment, alterations to existing maintenance buildings, a bus wash building, a new operations and administration building, uncovered paved parking for 240 buses, new paved public parking lot for 18 vehicles, site utility work, miscellaneous site structures, and an emergency power generator.

Additional information and location is included in Exhibit A of this RFQ. SANDAG has assembled a set of documents relating to the Project that will be available to prospective Respondents for review on the Web site. A list of the Project Documents is attached hereto as Exhibit A. The Project Documents are included in the RFQ for the purpose of providing information to Respondents. SANDAG has not determined whether the Project Documents are accurate, complete, or pertinent, or of any value to Respondents. SANDAG makes no representation, warranty, or guarantee as to, and shall not be responsible for, the accuracy, completeness, or

pertinence of the Project Documents, and, in addition, shall not be responsible for any conclusions drawn therefrom.

The Engineer's Estimate is in the amount as shown on the cover page, but the final amount of work may be higher or lower than this amount.

The maximum duration of this contract awarded is as shown on the cover page. The actual duration of the work may be modified to a duration less than the maximum duration through the RFP process. SANDAG does not guarantee, either expressly or by implication, that any work or services will be awarded under this procurement.

1.3 Payment Method

The method of payment for this contract shall be firm fixed price. Under this method of payment, the Respondent is paid at an agreed-upon, firm fixed price, supported by the Respondent's price proposal and negotiated with SANDAG. The Respondent is responsible for all costs that exceed this amount.

Only those Respondents shortlisted to receive an RFP will submit a price proposal; the RFP will have a price proposal format to be submitted with the Respondent's final proposal.

1.4 Stipend

During the RFP stage, SANDAG will provide a stipend in the amount shown below to each unsuccessful Proposer that is invited to and does submit a Proposal in response to the RFP for this Project. This stipend shall only apply to the unsuccessful Proposers that are selected for the final shortlist. Each Proposer who submits a Proposal is thereby indicating its acceptance of a stipend from SANDAG as valid consideration for its granting of a right to SANDAG to use any and all ideas, concepts, plans, and other intellectual property contained in its Proposal.

All documents submitted by the Proposer in response to the RFP as well as the concepts and other intellectual property set forth therein shall become the property of SANDAG and will not be returned to the Proposer.

The amount of the stipend in response to the RFP is in the amount of \$50,000.

2. PROCUREMENT PROCESS

SANDAG will employ a two-step procurement process to select a Design-Builder. In the first step, SOQs will be submitted in response to this RFQ for review and evaluation by SANDAG. SANDAG will evaluate the SOQs in accordance with the procedures set forth herein, including possible utilization of interviews. SANDAG will select a shortlist of Respondents based on its evaluation of the SOQs.

In the second step of the procurement process, SANDAG will issue an RFP to only the shortlisted Respondents. The RFP will invite the shortlisted Respondents to submit Project Proposals, which will include, among other things, concept plans and priced proposals ("Proposals").

Selection for award will be based upon a best value evaluation as further described herein.

2.1 Procurement Schedule

SANDAG anticipates the Project procurement schedule set forth on the second cover page. SANDAG reserves the right to adjust the procurement schedule from time to time without prior notice by issuing written addenda.

SANDAG intends to issue the RFP shortly after selection of the shortlisted Respondents and to pursue the procurement to award of the design-build contract thereafter.

2.2 Pre-Submittal Meeting

SANDAG intends to hold a pre-submittal meeting at the location, date, and time specified on the cover page. While all prospective Respondents are requested to attend, attendance at the meeting is not mandatory and interested parties shall remain eligible to submit an SOQ if they do not attend the meeting. A summary of the questions and answers from the pre-submittal meeting will be posted on the Web site within five business days after the pre-submittal meeting. The names and phone numbers of potential Respondents that signed in and attended the pre-submittal meeting will be posted on the Web site to assist the development of Respondent teams for the Project. This posting is not an endorsement by SANDAG of any of the individuals or firms listed.

2.3 Point of Contact/*Ex Parte* Communications

The Contract Administrator will be the sole contact for the prospective Respondents during the qualification process. The Contract Administrator will coordinate all managerial, administrative, and technical processes and decisions. The Contract Administrator's contact information is set forth on the second cover page.

During the procurement period commencing on the date this RFQ is issued, and continuing until award of a contract or cancellation of this procurement (except as otherwise may be addressed in an RFP for the Project), no employee, member, or agent of any firm shall have any *ex parte* communications regarding this RFQ or the subsequent RFP with any member of SANDAG's board members or staff, any Project-Related Entity, their advisors, or any of their contractors or consultants involved with the procurement, except for communications expressly permitted by this RFQ or the RFP. Any firm engaging in such prohibited communications may be disqualified at the sole discretion of SANDAG. The foregoing shall not preclude any firm from participating in public meetings of the governing board of SANDAG or any Project-Related Entity.

2.4 Requests for Clarifications/Addenda

Respondents shall examine the entire RFQ and seek clarification in writing in accordance with this Section. Respondents may submit written clarification questions to SANDAG at any time prior to the deadline listed on the cover page. Questions may be submitted by registered mail, personal delivery, e-mail, or courier to the Contract Administrator at the address set forth on the second cover page.

Respondents are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. SANDAG will post responses on the Web site to questions that SANDAG deems to be material and not

otherwise adequately addressed, within a reasonable time following receipt, subject to the submission deadline set forth on the cover page.

Responses to all questions received concerning this RFQ will be posted on the Web site on an ongoing basis. It is the responsibility of the Respondents to check the Web site for questions and responses related to this RFQ. In addition, responses that affect the RFQ documents will be posted as an addendum.

SANDAG reserves the right to revise this RFQ at any time before the SOQ Due Date. Such revisions, if any, will be announced by addenda to this RFQ. Copies of such addenda will be published on the Web site.

Respondents shall not rely on information other than written addenda issued and distributed by SANDAG. No other statements or information from SANDAG, written or oral, shall be considered binding upon SANDAG, nor should a Respondent rely upon such statements or information.

Revisions to the RFQ shall be posted on the Web site at least one full business day prior to the deadline of the SOQ.

3. SUBMITTAL REQUIREMENTS

3.1 Submission of SOQs

SANDAG requires SOQs submitted in response to this RFQ to provide sufficient information about the requested items so as to allow SANDAG to evaluate and competitively rank the Respondents for purposes of shortlisting based on the criteria set forth herein.

a) Content

Each SOQ shall contain the information described in Section 3.3. SOQs shall be written in the English language only and shall provide cost and revenue references in United States Dollar denominations. Pre-printed brochure and promotional materials, if submitted, will not be evaluated.

b) Number of Copies

Each Respondent shall submit **one (1) original (prominently marked “Original”) and printed copies (prominently marked “Copy”) as shown below** of its SOQ. The SOQ shall be in separate three-ring or spiral bound binders and one (1) labeled disc with an electronic copy in “PDF” format; the PDF shall be separated into the four (4) volumes as follows:

- Volume 1 (Administrative Qualifications) – One (1) original and three (3) copies are required.
- Volume 2 (Project Qualifications) – One (1) original and seven (7) copies are required.
- Volume 3 (Confidential and Proprietary Information) – One (1) original and seven (7) copies are required if Respondent submits said Volume.
- Volume 4 (Financials) – One (1) original is required.

c) Labeling

All SOQ packages shall be individually labeled "Statements of Qualifications" for the Project identified on the cover page and include, (1) the RFQ number identified on the cover page, (2) the Respondent team name, and (3) the submittal deadline including date and time. If SOQ packages are submitted in a box or other container, the required labeling shall be affixed to the exterior of such box or container.

In addition, the RFQ number must be shown on the cover of all SOQ documents.

d) Submittal

It is each Respondent's responsibility to have its SOQ delivered to SANDAG prior to the deadline. SANDAG will not accept any SOQ transmitted by telegraph, facsimile, or other electronic means. SANDAG shall not be responsible for delays in delivery caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences. Postmarks will not be accepted in lieu of this requirement.

SOQs and any modifications or revisions shall be delivered no later than the SOQ deadline set forth on the cover page to the Contract Administrator at the address set forth on the second cover page.

Any SOQ, modification, or revision received by SANDAG after the exact time specified for receipt of SOQ's is "late" and will not be considered unless the Chief Deputy Executive Director determines that accepting the late SOQ would not unduly delay the acquisition; and

- (1) It was received before SOQ's were distributed for evaluation or within 24 hours after the exact time specified for receipt, whichever is earlier; or
- (2) There is acceptable evidence to establish that it was received at the SANDAG location designated for receipt of SOQ's and was under SANDAG's control prior to the time set for receipt of SOQ's; or
- (3) It is the only SOQ received.

Failure to comply with any of the requirements of the RFQ may result in disqualification. SANDAG is not responsible for finding, correcting, or seeking clarification regarding ambiguities or errors in SOQ's. If an SOQ is found to contain ambiguities or errors, it may receive a lower score during the evaluation process. SANDAG reserves the right to disqualify an SOQ with clerical errors, inconsistencies, or missing information which prevent SANDAG from fully evaluating the SOQ. SANDAG may, but is not required to, seek clarification from a proposer regarding information in an SOQ. Errors and ambiguities in SOQ's will be interpreted in favor of SANDAG.

SANDAG reserves the right to waive inconsequential irregularities.

3.2 Format and Organization

SOQs shall be submitted in four volumes in accordance with Exhibit B, Form A (SOQ Submission Checklist) and in the following format:

- All SOQ sheets must be 8 ½" x 11" pages, except Organizational Chart (11"x17") folded to 8 ½" x 11" sheet.
- The minimum font size is 10 point (except Organizational Chart).
- All binders shall not exceed 1 ½" (interior ring size). Respondents shall size binders to reflect the volume of the submitted documents (respondent may use a smaller binder), but shall not exceed the maximum size stated.
- All volumes shall be submitted in separate binders.
- Volume Three (Confidential and Propriety Information) is optional.

3.2.1. SOQ Volume One (Administrative Qualifications)

SOQ Volume One will be divided into separate sections in accordance with the subsections set forth in Sections 3.3.1. Each subsection must be separately indexed with tabs and clearly labeled.

There is no page limit for Volume One, but binder size is limited to as listed in 3.2.

3.2.2. SOQ Volume Two (Project Qualifications)

SOQ Volume Two shall be divided into the sections using the headings from Sections 3.3.2. Each of the sections must be separately indexed with tabs for each of the subsections included in Sections 3.3.2.

The page limits are as described in subsections of Section 3.3.2.

3.2.3. SOQ Volume Three (Confidential & Propriety Information)

SOQ Volume Three shall contain only information that is claimed by Respondents to qualify as exempt or confidential information under the Public Records Act. SANDAG will consider a Respondent to have waived any claim of confidentiality and exemption from public disclosure for any materials placed in any location in the Proposal other than in SOQ Volume Three, even if the Respondent includes that item in the list described below.

The first page of SOQ Volume Three shall list the specific items that are exempt from disclosure under the Public Records Act, including the specific provision in the Public Records Act that provides the asserted exemption as well as the factual basis for claiming the exemption. Blanket, all-inclusive identifications by designation of whole sections as containing proprietary information, trade secrets, or confidential commercial or financial information is not permitted and shall be deemed invalid and may be cause for rejection of the entire SOQ.

Volume Three shall comply to the same size limits as required per each binder, Section, or subsections as described herein for each response. The Respondent shall clearly identify the subsection of the SOQ Submission Checklist to which the confidential information is responsive.

3.2.4. SOQ Volume Four (Financials)

SOQ Volume Four shall include the Financial Statements as described in Section 3.3.4.

Only one original hard copy of Volume Four is required.

3.3 Submittal Requirements

The SOQ shall document the Respondent's qualifications in light of the Evaluation Criteria. As the SOQ describes the Respondent's various qualifications, it must clearly identify to which team member such qualifications apply using the complete legal name of such team member. For example, any construction management experience of the design professional member of the Respondent shall be clearly attributed to the design professional, and shall not be imputed to the Design-Builder or other member of the Respondent team. Likewise, an SOQ shall only include the qualifications of legal entities which, or individuals who, are included as part of the Respondent team.

The SOQ must contain sufficient detailed information to enable SANDAG to make an adequate evaluation of the Respondent's overall qualifications to perform in the design-build role for the Project and the Major Participants' overall qualifications to complete the Project successfully. SANDAG, as determined in its sole discretion, may ask Respondents individually or collectively for additional information or clarification regarding their SOQs.

All information provided in the SOQ may be used to evaluate the Respondent.

3.3.1. Administrative Qualifications (SOQ Volume One)

1. Table of Contents – Respondent shall provide a brief one page maximum Table of Contents. Respondent shall specifically indicate whether a Volume Three (Confidential Information) is included with the SOQ.

VOLUME 1 – SECTION A

2. SOQ Submittal Acknowledgement (Exhibit B, Form B) - A duly authorized official or representative of the Respondent must execute a transmittal letter. A sample transmittal letter is attached hereto as Exhibit B, Form B. For Respondents that are joint ventures, partnerships, limited liability companies, consortia, or other associations, the transmittal shall have appended to it letters on the letterhead stationery of each Major Participant, executed by authorized officials of such Major Participant, stating that representations, statements, and commitments made by the Respondent's authorized representative on behalf of the Major Participant have been authorized by, are correct, and accurately represent the role of the entity in the Respondent team.
3. Acknowledgement of Addenda (Exhibit B, Form C) – Provide a completed and signed Exhibit B, Form C (Acknowledgement of Addenda).
4. Letter of Parent Company Support – Where a team member of a Respondent is a subsidiary of another company and such company expects to be financially liable for the team member, please provide a letter from the parent company, signed by a parent

company officer, confirming their intention to support the subsidiary's participation in the Project. This letter must clearly state that the parent company (1) will be financially liable for the subsidiary and (2) provide the financial support and human resources needed by the subsidiary to successfully carry out the Project. If the parent company does not provide a letter meeting these conditions, SANDAG will evaluate the subsidiary on the basis of its own financial standing and experience and will not consider the experience of the parent company or the parent company's other subsidiaries. If Respondent has no such parent company, it shall so state.

5. Evidence of Valid Legal Existence – The Respondent must submit evidence of valid legal existence for each Major Participant.
6. Licenses Held – The Respondent must provide a statement listing the California design, engineering, construction, and any other licenses needed to complete the project held by the Respondent and other Major Participants, along with a description of the licenses anticipated to be required to perform the Work and a clear plan and timetable to obtain and maintain them.
7. Potential Conflicts of Interest Statement – Respondent must disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest in accordance with Section 7. Such firms must state how their interests, or those of their chief executives, directors, key project personnel, or any proposed consultant, contractor, or subcontractor may result, or could be viewed as, an organizational conflict of interest. If Respondent has no potential conflicts of interest it shall so state.
8. Disqualification Certification (Exhibit B, Form D) – Provide a completed and signed Exhibit B, Form D (Previous Disqualification, Removal, or Other Prevention of Proposing Certification) for the Respondent and each Major Participant.
9. Labor Certification (Exhibit B, Form E) – Provide a completed and signed Exhibit B, Form E (National Labor Relations Board Certification) for the Respondent and each Major Participant.
10. Ineligibility to Contract (Exhibit B, Form F) – Provide a completed and signed Exhibit B, Form F (Ineligibility to Contract Form) for the Respondent and each Major Participant.
11. Sensitive Security Certification (Exhibit B, Form G) – Provide a completed and signed Exhibit B, Form G (Sensitive Security Information Certification) for the Respondent and each Major Participant.
12. Surety Letters – Evidence from a surety (or sureties) indicating that the Respondent is capable of obtaining a performance and payment bonds in an amount of up to the maximum amount shown for this procurement.

The evidence regarding bonding capacity shall take the form of a letter from a surety indicating that such capacity exists for the Respondent. Letters indicating “unlimited” bonding capability are not acceptable. The letter must specifically state that the surety has evaluated the team's backlog and work-in-progress in determining its bonding

capacity and the letter must expressly identify the team's amount of current backlog and utilized bonding capacity. If the Respondent cannot meet these limits, it must indicate the maximum amount that can be obtained. The surety must be admitted to do business in the State of California. The surety shall have been in business and have a record of successful continuous operations for at least five years. The surety providing such letter must be rated A-VII or better by the A.M. Best Key Rating Guide. If not rated by the A.M. Best Key Rating Guide, the surety shall be listed in the current Federal Register Circular 570.

Provide a statement listing the names of all surety companies utilized by the Respondent (and all financially liable entities) in the last five years. State whether a surety had to complete any part of the Respondent's work during the past five years.

13. Skilled Labor Force Availability – The Respondent shall provide a completed and signed Exhibit B, Form H to evaluate whether the Respondent Team Members have experience developing and implementing a registered apprenticeship program approved by the California Apprenticeship Council and whether such a program has graduated apprentices in each of the preceding five years.
14. Safety Questionnaire – The Respondent shall provide a completed Exhibit B, Form I for the Respondent, each Major Participant, and any parent companies or affiliates who are financially liable for any Major Participant.

VOLUME 1 – SECTION B

1. Subconsultant/Subcontractor Correspondence – Respondent shall submit correspondence from each subconsultant and subcontractor, signed by a principal of the respective firm or company, which states its commitment to the Respondent's firm and indicates the specific portion of the work proposed to be performed by the subconsultant or subcontractor firm.
2. Respondent Information (Exhibit B, Form J) – Provide a completed and signed Exhibit B, Form J (Respondent & Team Information) for the Respondent, each Major Participant, and any parent companies or affiliates who are financially liable for any Major Participant. Exhibit B, Form J shall include full legal company names, addresses, phone numbers, and the basic roles each Respondent team member will perform.
3. Questionnaire (Exhibit B, Form K) – Provide a completed and signed Exhibit B, Form K (Questionnaire) for the Respondent, each Major Participant, and any parent companies or affiliates who are financially liable for any Major Participant.

VOLUME 1 – SECTION C

1. Bidder's List – Each Consultant/Contractor or Subconsultant/Subcontractor shall submit a completed Bidder's Form; see Exhibit C, Form A.
2. UDBE Affidavit – Respondent shall provide a UDBE Good Faith Effort Affidavit, as shown in Exhibit C, Form B.

VOLUME 1 – SECTION D

Exceptions to this RFQ or Draft Standard Agreement Language – Respondent shall certify whether it takes any exception(s) to this RFQ, including but not limited to SANDAG's Draft Standard Agreement for Services (enclosed). If Respondent does take exception(s) to any portion of the RFQ or Agreement, the Respondent shall provide a proposed redline version of the entire affected Section(s) reflecting the language to be added, substituted, or stricken. Failure to make exceptions to the RFQ or Agreement will be deemed a waiver of any objection. Exceptions will be considered during the evaluation process.

3.3.2. Project Qualifications (SOQ Volume Two)

The Respondent shall use Exhibit B, Form M (Form SF330) and Exhibit B, Form N (Responsibility Matrix) to develop their SOQ Volume Two. The SOQ shall provide information in a concise form, in the same order as listed below, and shall include the following:

Volume 2, Section 1 – Project Team (SF330 – Part I, Sections A thru D)

The Respondent shall submit General Services Administration Standard Form SF330. Part I (Sections A thru D) of the form SF330 shall conform to the following format:

1. Proposed Team – Form SF330, Part I (Sections A thru C):
 - a. Provide one combined SF330 for the Respondent and proposed subcontractors. All Major Participants shall be shown including the following:
 - Architectural design consultant
 - Structural design consultant
 - Mechanical, Electrical, Plumbing design consultants
 - Equipment design consultant
 - b. Section C shall conform to the following requirements:
 - i. Under Section C9, list “Firm Name” and, if applicable, indicate “Branch Office” if firm has a local presence within San Diego County. This procurement requires a contractor’s licensed in the State of California as shown on the second cover page; contractor’s license number shall be shown under the appropriate Contractor performing such work.
 - ii. Under Section C10, list the address of the offices where the work is to be performed. If the work is to be shared among firms and offices at different locations, indicate the address of each office and what specific work is to be performed in each office. For field personnel, provide the address of the offices or the intended general location where they will be based and from which they will be managed. If necessary, attach additional sheets.

Also under Section C10, list "DBE," "UDBE," or "Not Applicable" after listing "Address" if the consultant is a DBE, UDBE (Underutilized Disadvantaged Business Enterprise), or "Not Applicable."

- iii. Under Section C11, list percent of work (percent in parenthesis) anticipated for each Respondent after listing "Role In This Contract."
2. Team Structure – Form SF330, Part I (Section D) – A one-page, 8 1/2" x 11" or an 11" x 17," folded to 8 1/2" x 11" sheet, Organizational Chart showing the Respondent's approach toward the staffing and management of the project shall be provided. Titles, roles, and number of staff required to fill those roles shall be shown on the Organizational Chart. The proposed relationships between staff should be illustrated. The Respondent shall show names on the organization chart corresponding to not more than 20 résumés submitted per Volume 2, Section 2 (Résumés) below.

The Organizational Chart shall be limited to one page.

3. Staffing Plan – The staffing plan shall identify the approximate number, expertise, and experience level of staff by role and responsibility and contract phase. The staffing plan shall explain how the Respondent anticipates ensuring that an adequate amount of staff with the necessary qualifications can be located and committed to working on this project when they are needed. The staffing plan also shall identify supervisory and reporting relationships and shall specifically address the complications involved in managing staff who may not be working in the same office or city. Finally, address the "skilled labor force availability" regarding the registered apprenticeship program.

The staffing plan shall be limited to two pages.

4. Individual Respondent/Subcontractor Capabilities (SF330 – Part I, Section H1).

Part I (Section H1) of the Form SF330, shall conform to the following format:

Section H1 shall highlight or expand upon each Respondent/Subcontractor project experience. Elaborate on proposed team's previous work as a team with other key staff and subcontractor listed. Describe staffing capability, workload, and record of meeting schedules on similar projects. Also describe ability to adapt to unexpected work. Finally, describe the feasibility of oversight, ability, and willingness to respond to SANDAG requirements and accessibility to SANDAG's reviewers.

Section H1 shall be limited to two pages for the Respondent and one page for each proposed subcontractor.

Volume 2, Section 2 – Résumés (SF330 – Part I, Section E)

Part I (Section E) of the Form SF330 shall conform to the following format:

1. Key Personnel (Responsibility Matrix) – the Respondent shall submit a responsibility matrix listing Key Personnel. The matrix shall list the information as shown in the Responsibility Matrix attachment (Exhibit B, Form N). The Respondent shall specifically

name Key Personnel as listed in Section 8 (Definitions). The Key Personnel are repeated and listed below:

- design-build project manager
- design (architect/engineer) manager (lead)
- construction manager (lead)
- structural engineering (lead)
- mechanical engineering (lead)
- electrical engineering (lead)
- maintenance facility specialist

The design manager and maintenance facility specialist shall have relevant experience in transit and vehicle maintenance facilities.

List all staff whose résumé is enclosed in this Section; this Responsibility Matrix also shall function as the Table of Contents of the résumés enclosed.

The Responsibility Matrix shall be limited to two (2) pages maximum.

2. Every person whose résumé is provided in this Section shall be shown on the organization chart. Résumés of people who are not shown on the organization chart will not be considered.
3. Section E17 of the SF330 must list the person's active professional registrations or certifications in California and their California registration number, including expiration date. Personnel in charge of architectural, engineering, surveying, or other design or engineering work shall be registered in the respective disciplines in the State of California.
4. Section E for the Design-Builder Project Manager shall be limited to a maximum of two pages. All other personnel shall be limited to one page. List all of Respondent's Key Personnel first, followed by all subcontractors' Key Personnel.
5. List no more than twenty (20) Key Personnel in this Section.

Volume 2, Section 3 – Projects Experience (SF330 – Part I, Sections F and G)

Part I (Sections F and G) of the Form SF330 shall conform to the following format:

1. Provide a one page summary (Table of Contents) of the Project list attached to this Section. Use RFQ Form Q for the table of contents.
2. SF330, Section F:
 - a. Projects listed in Section F must be projects that were worked on by people shown on the Organizational Chart and whose résumés are included in SF330, Section E.

The Projects listed should include using the design-build delivery method to deliver projects of similar size, complexity, and composition as the anticipated Project.

The prime design firm and the maintenance facility specialist firm shall have relevant transit and vehicle maintenance facilities' experience. The Respondent also shall show experience with processing and obtaining building permits and utility approvals for similar facilities.

- b. In SF330, Section F23, include the project owner, point of contact, e-mail address, and telephone number of the person who can provide a reference. Projects without a valid telephone number or reference will not be considered and may result in a zero score for the reference.
- c. List one project per page. If the SOQ contains four or more projects, the (prime) Respondent shall list a minimum of three relevant projects; relevant projects shall be from those similar services in Exhibit A (Project Description). The combined Respondent and subcontractor projects listed shall not exceed ten (10) projects.

If the (prime) respondent is a Joint Venture, then at least one of the members of the Joint Venture must submit/adhere to the (prime) Respondent's submittal requirements as listed in herein.

3. Section G shall be limited to two (2) pages maximum.

Volume 2, Section 4 – Project Understanding (SF330 – Part I, Section H2)

Part I (Section H2) of the Form SF330 shall conform to the following format:

1. Project Approach – The Respondent shall explain their approach, strategy, and philosophy for successfully completing similar design-build projects. The Respondent shall cover topics including approaches for project development and strategies for scope containment, procedures for schedule development and schedule adherence, and approaches for developing diverse resources into high performing teams.
2. Project History – the Respondent shall provide history of completing similar design-build projects on schedule and within budget, taking into account the claims history, including with respect to disputes, fines, assessments, awards, and default. Also, discuss working with state and local governments and agencies, including any Project-Related Entity, on similar projects.
3. Teaming Concept – the Respondent shall provide their approach and philosophy of their teaming concept, team communication, coordination, and co-location (if any) strategy; excellent project management experiences demonstrating a successful track record of managing similar complexity design-build projects.
4. Commissioning Plan – the Respondent shall submit a sample summary commissioning plan for a similar previous project.

5. Project Schedule – the Respondent shall submit a task summary and schedule of the proposed design-build project using the stated “start date.” as shown below, as the hypothetical “Notice to Proceed.” The schedule should have a project completion date not to exceed the duration, as shown on the cover page, after Notice to Proceed. The Project Schedule shall be limited to 50 activities maximum.

The Respondent shall use the hypothetical “Notice to Proceed” (start date) of April 1, 2012.

6. Section 4, items 1 through 3 shall be limited to three pages total; Section 4, item 4 shall be limited to ten pages total; Section 4, item 5, shall not exceed 50 activities.

Volume 2, Section 5 – Additional Information (SF330 – Part I, Section H3)

Part I (Section H3) of the Form SF330 shall conform to the following format:

1. Project Control Plan – Respondent shall describe its tools, procedures, and techniques to be used to keep the Project within budget and schedule. Respondent also shall describe its document control plan.

Project Control plan shall be limited to one page.

2. Quality Management Plan – Respondent shall describe their proposed plan to verify that all work products submitted to SANDAG are prepared to meet or exceed the standard level of professional care in the applicable field or discipline for all team members and subcontractors.

The Respondent shall provide their approach of keeping SANDAG and its stakeholders involved during both the design and construction phases; this approach shall include integrating SANDAG into quality assurance for design/construction phasing, acceptance, approvals, permitting and progress reporting, material testing, and construction inspection.

Quality Management Plan shall be limited to one page.

3. Safety Plan – Respondent shall discuss their approach and experience in developing and implementing their project safety plans. Respondent shall discuss their safety practices and their safety record for the last ten years of design and construction.

Safety plan shall be limited to one page.

4. Other Considerations. Respondent shall explain any additional reasons why their team should be selected.

Other Considerations shall be limited to one page.

Volume 2, Section 6 – General Qualifications (SF330 – Part II)

Part II of the Form SF330 shall conform to the following format:

1. Provide a separate “general qualifications” sheet for the Respondent and each subcontractor.
2. If the Respondent has multiple offices, only list the office where the majority of the work will be performed.
3. Section 10 is not required.
4. All “general qualifications” shall be limited to one page per Respondent/subcontractor.

3.3.3. Confidential and Propriety Information (SOQ Volume Three)

The Respondent shall provide all confidential and propriety information in Volume Three. This Volume is optional and not required, but in no instance shall the Respondent place any claimed confidential or propriety information in the other Volumes.

3.3.4. Financial Statements (SOQ Volume Four)

Financial statements submitted pursuant to this Section shall be submitted electronically to the extent possible, including links or Web addresses to Securities and Exchange Commission (SEC) filings. The SOQ shall provide information in a concise form, in the same order as listed below, and shall include the following:

Financial Statements - The SOQ shall include financial statements (income statement, balance sheet, and cash flow statement) for each financially liable entity, including parent company, if applicable, for the three most recent complete fiscal years, audited by a certified public accountant in accordance with United States generally accepted accounting principles (U.S. GAAP). Financial statements must be provided in U.S. Dollars. If any financially liable entity files reports with the Securities and Exchange Commission, then such financial statements should be provided through a copy of their annual report on Securities and Exchange Commission (SEC) Form 10K. For all subsequent quarters, provide a copy of any report filed on SEC Form 10Q which has been filed since the latest filed Form 10K.

Required financial statements shall include:

- Opinion letter (auditor's report)
- Balance sheet
- Income Statement
- Statement of changes in cash flow
- Footnotes

The SOQ shall include information on any proposed or anticipated changes in the financial condition of each financially liable entity for the next reporting period.

If financial statements are prepared in accordance with other than U.S. GAAP, the SOQ shall include a letter from the entity's certified public accountant discussing the areas of the financial statements that would be materially affected by a conversion to U.S. GAAP.

The SOQ shall include a letter from the entity's certified public accountant identifying all off balance-sheet liabilities.

The SOQ shall include a copy of publically available credit reports from Dunn and Bradstreet or other corporate rating agencies.

4. QUALIFICATION PROCESS AND EVALUATION CRITERIA

4.1 Pass/Fail Review

SANDAG will evaluate each SOQ based upon the following pass/fail criteria. Respondents must receive a "pass" for each pass/fail requirement in order for SANDAG to evaluate its SOQ qualitatively under Section 4.2.

1. Respondent Information and Forms – The SOQ contains all the submittals, properly completed and signed (as applicable), and information content required by Section 3.3.1 and the information disclosed in such submittals does not materially adversely affect the Respondent's ability to carry out the Project responsibilities potentially allocated to it, as determined by SANDAG in its sole discretion, including with respect to performance-related or legal-related problems.
2. Financial Statements – The SOQ contains properly formatted financial statements and the information disclosed in such financial statements does not materially adversely affect the Respondent's ability to carry out the financial obligations for the Project, as determined by SANDAG in its sole discretion.

SANDAG will notify each Respondent in writing if its SOQ meets the pass/fail criteria.

4.2 Evaluation Criteria and Weighting

SANDAG will evaluate and score each SOQ meeting all of the "pass/fail" qualification requirements in Section 4.1 in accordance with the guidelines provided in this Section 4.2 using the rating system set forth in Exhibit C, Attachment 3.

Evaluations and rankings of the SOQs are subject to the sole discretion of SANDAG. SANDAG will make the final determinations of the Respondents to be shortlisted, if any, as it deems appropriate, in its sole discretion. SANDAG reserves the right to condition the shortlisting of any Respondent on provision of financial assurances in the form of a guarantee from a parent company of third-party, in addition to the requirement to provide surety bonds.

SANDAG reserves the right to revise the score sheets by addenda prior to initially evaluating the SOQs, but any such revision will be consistent with the submittal information requested herein. SANDAG further reserves the right to waive the Initial Shortlisting or Final Shortlisting.

4.2.1. Initial Shortlisting

SANDAG panel members will initially evaluate the SOQs according to the criteria as listed in Exhibit C, Attachment 1. The criteria are based on information required in the SOQ.

SANDAG will notify, in writing, each Respondent that has successfully met the pass/fail criteria of the disposition of its SOQ resulting from the Initial Shortlisting evaluation process. Respondents shortlisted to continue in the evaluation process may be required to make a presentation and respond to questions in Final Shortlisting per the requirements of Section 4.2.2, or SANDAG may decide to issue the RFP at completion of Initial Shortlisting.

4.2.2. Final Shortlisting (Interviews)

Upon completion of the Initial Shortlisting process, SANDAG may require a meeting with and receive presentations from and conduct interviews with Respondents prior to Final Shortlisting of Respondents.

SANDAG panel members will evaluate SOQs and interviews according to the criteria as listed in Exhibit C, Attachment 2. The criteria are based on information required in the SOQ and any presentations or responses to questions, but are not limited to those specifically listed items.

SANDAG will notify, in writing, each Respondent with the results from the Final Shortlisting evaluation process. Respondents shortlisted in Final Shortlisting will be requested to submit Proposals.

5. PROTESTS

Pursuant to the requirements set forth in FTA Circular 4220.1F, "Third-party Contracting Requirements," when applicable, and SANDAG Board Policies, the following procedures shall be used by SANDAG to fairly and promptly respond to any protests received regarding third-party contracts or the contracting process. SANDAG will consider all protests or objections regarding the contracting process or the award of a contract received by SANDAG by 4 p.m. on the deadlines discussed below. SANDAG will review only protests submitted by an actual or prospective proposer. Protests by prospective subcontractors will be rejected. A protest by any adversely affected proposer must be made in writing and must be mailed or hand delivered to SANDAG. A protest which does not strictly comply with SANDAG's protest procedures will be rejected.

5.1 Protests Before Bid/Proposal Opening

Protests relating to the content of the solicitation (i.e., RFP, IFB, RFQ), including protests related to DBE/UDBE requirements, must be filed within five (5) business days after the date the solicitation or addendum with the revised content is released to the public by SANDAG. Failure to file a protest concerning the content of the solicitation or addendum prior to this deadline constitutes a waiver of any protest on these grounds.

5.2 Protests Related to Determination of Responsiveness

In the event the RFP contains a DBE/UDBE goal and SANDAG makes a determination that Respondent has not met the goal or good faith effort requirements set forth in this RFP, SANDAG will send the Respondent a Notice of Non-Responsiveness. Protests relating to any Notice of Non-Responsiveness must be filed within five (5) business days after the date of such notice. Failure to file a protest concerning the non-responsiveness determination prior to this deadline constitutes a waiver of any protest on these grounds and SANDAG shall not be obligated to send Respondent any further notices.

5.3 Protests After Bid/Proposal Due Date

After Respondents are shortlisted and/or selected for negotiations, notices will be sent to all relevant Respondents. Protests relating to failure to make any shortlist (initial or final shortlist) must be filed within five (5) business days following protester's receipt of a notice regarding the shortlisting. Protests relating to the intent to make an award must be filed within five (5) business days following protester's receipt of the notice regarding the intent to negotiate. The date of filing shall be the date SANDAG receives the protest. Untimely protests will be rejected. If deemed necessary, SANDAG shall notify all Respondents of record that a protest has been filed and the award has been postponed until further notice. If necessary, Respondents will be asked to extend the time for acceptance of their proposal in order to avoid the need for readvertisement of the solicitation.

5.4 Protests Contents

A letter of protest must set forth detailed grounds for the protest and be fully supported with technical data, documentary evidence, names of witnesses, and other pertinent information related to the subject being protested. The protest also must state the law, rule, regulation, or policy upon which the protest is based. Protests concerning the relative weight of the evaluation criteria or the formula used in assigning points to make an award determination will be rejected. The protester must allege or establish a clear violation of a specific law, rule, regulation, or policy. If the protester considers that the protest contains proprietary material that should be withheld, a statement advising of this fact must be affixed to the front page of the protest document, and alleged proprietary information shall be so identified wherever it appears.

Protests shall be addressed to:

Protest Administrator
SANDAG Contract Solicitation No. 5001891
San Diego Association of Governments
401 B Street, Suite 800
San Diego, California 92101

5.5 Role of the SANDAG Office of General Counsel and Protest Administrator

If a protest raises solely a question of law, SANDAG's Office of General Counsel shall serve as the Protest Committee and will prepare a recommendation regarding the protest, in writing, to SANDAG's Chief Deputy Executive Director within ten (10) business days. Upon

receipt of an adverse decision, the protester may file a request for protest reconsideration pursuant to subsection I below.

The Protest Administrator shall review each protest to determine if it is in compliance with the deadline, format, content, and notice requirements set forth in this Section of the Agreement. If a protest does not meet such requirements it may be rejected without further consideration. A written notice of such rejection shall be sent to the protester.

If the protest requires resolution of questions of fact, the Protest Administrator, his/her designee will appoint individuals to participate on a Protest Committee from an established list of potential Protest Committee members. The Protest Administrator will endeavor to appoint at least one of the Protest Committee members from an outside agency, and no one may sit on the Protest Committee that has a known and direct connection to the procurement that is the subject of the protest. The Protest Administrator also will appoint a chairperson for the Protest Committee. The Protest Administrator will gather the documents that the Protest Committee will need for its investigation and prepare a memo to the Protest Committee containing background information regarding the protest. Any communication regarding the protest between the protester and SANDAG shall be through the Protest Administrator during the protest proceedings. Protesters may not contact anyone at SANDAG other than the Protest Administrator or Office of General Counsel during the protest process.

5.6 Protest Committee

The Protest Committee shall ensure the protest was received within the timeline specified and review the protest to determine if it itemizes in appropriate detail each matter contested as well as any factual reason(s) for the requested protest. The Committee chairperson shall schedule the date of the Protest Committee meeting, contact the Committee panel members, and distribute all protest documentation.

5.7 Reply To Protest

The Protest Committee will review all qualifying protests in a timely manner and may hold an informal hearing if deemed necessary in order to complete its investigation. The Protest Committee will prepare a recommendation regarding the protest, in writing, to SANDAG's Chief Deputy Executive Director within ten (10) business days of the date of receipt of the protest. All materials included with the original protest at time of submittal will be considered. Supplemental materials filed by a protester after the protest deadline will not be considered unless there are extenuating circumstances in the opinion of the Protest Committee. Protest documents will not be withheld from any interested party outside of SANDAG, with the exception that information will be withheld when required by law or regulation. The Chief Deputy Executive Director or his/her designee will either sustain or reject the protest in writing based upon the recommendation of the Protest Committee and the best interests of SANDAG. This decision will be communicated in writing to the protestor and the party whose proposal is the subject of the protest.

5.8 Request For Protest Reconsideration

Upon receipt of an adverse decision by the Protest Administrator or the Chief Deputy Executive Director, the protester may file a request for protest reconsideration. A request for protest reconsideration must be directed to the Executive Director in writing with a copy sent to the Protest Administrator, comply with the content and notice requirements in Section 5.4 "Protest Contents" above, and be received within five (5) full business days from the date the protester receives the protest decision from SANDAG. The Executive Director will respond to the request for protest reconsideration within ten (10) full business days of its receipt. The decision of the Executive Director will be in writing and final. The decision will be sent to the protestor and/or the party whose proposal is the subject of the protest. No further protests will be heard by SANDAG.

5.9 Results of the Protest

If the protest relating to a contract award is sustained, the original Notice of Intent to Award may be withdrawn after the deadline for protest reconsideration has passed. SANDAG then may issue a new Notice of Intent to Award to a different bidder/proposer and a new protest period will commence using the same timelines discussed above. If the protest is rejected, the original Notice of Intent to Award will stand and SANDAG will continue with contract negotiations with the awardee.

5.10 Federal Transit Administration (FTA) Requirements

1. *FTA Review of Protests*

In the case of contracts funded by the FTA, the FTA will review only protests regarding the alleged failure of SANDAG to have written protest procedures or alleged failure to follow such procedures.

Alleged violations on other grounds are under the jurisdiction of the appropriate state or local administrative or judicial authorities. Alleged violations of a specific federal requirement that provides an applicable complaint procedure shall be submitted and processed in accordance with that federal regulation. See Buy America Requirements, 49 C.F.R., Part 661 (Section 661.15); Participation by Minority Business Enterprise in Department of Transportation (DOT) Programs, 49 C.F.R. Section 23.73.

The FTA will review only protests submitted by an interested party defined as an actual or prospective bidder or proposer whose direct economic interest would be affected by the award of the contract or by failure to award the contract in accordance with FTA Circular 4220.1F. A subcontractor does not qualify as an "interested party." (See FTA Circular 4220.1E, Chapter VII, Section I (1) (c).

2. *Time for Filing*

Protesters shall file a protest with the FTA not later than five (5) business days after a final decision is rendered under SANDAG's protest procedure. A copy of

any protest documents filed with the FTA must be provided concurrently to SANDAG. In instances where the protester alleges that SANDAG failed to make a final determination on the protest, protesters shall file a protest with the FTA not later than five (5) business days after the protester knew or should have known of SANDAG's failure to render a final determination on the protest.

SANDAG shall not award a contract for five (5) business days following its decision on a bid protest except in accordance with the provisions and limitations of subparagraph 6. After five (5) business days, SANDAG shall confirm with the FTA that the FTA has not received a protest on the contract in question.

3. *Submission of Protest to the FTA*

- i. The protester must exhaust its administrative remedies by pursuing the recipient's protest procedures to completion before appealing the recipient's decision to the FTA. (FTA Circular 4220.1F, Page VII-3, November 1, 2008.)
- ii. Protests should be filed with the FTA Region 9 office and a copy must be sent to SANDAG by the protester.

The protest filed with the FTA shall:

- Include name and address of protester;
- Identify SANDAG as the grantee, SANDAG's Contract Administrator, and number of the contract solicitation;
- Contain a statement of the grounds for protest and any supporting documentation. This should detail the alleged failure to follow protest procedures or the alleged failure to have procedures and be fully supported to the extent possible;
- Include a copy of the local protest filed with SANDAG and a copy of SANDAG's decision, if any.

4. *SANDAG Response*

The FTA shall notify SANDAG in a timely manner of receipt of a protest.

SANDAG shall submit the following information not later than ten (10) business days after receipt of notification by the FTA of the protest:

- a copy of SANDAG's protest procedure;
- a description of the process followed concerning the protester's protest; and
- any supporting documentation.

SANDAG shall provide protester with a copy of the above submission.

5. *Protester Comments*

The protester must submit any comments on SANDAG's submission not later than ten (10) business days after the protester's receipt of SANDAG's submission.

6. *Withholding of Award*

When a protest has been timely filed with SANDAG before award, SANDAG shall not make an award prior to five (5) business days after the resolution of the protest, or if a protest has been filed with the FTA, during the pendency of that protest, unless SANDAG determines that:

- The items to be procured are urgently required;
- Delivery or performance will be unduly delayed by failure to make the award promptly; or
- Failure to make prompt award will otherwise cause undue harm to SANDAG or the federal government.

The FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest.

7. *FTA Action*

Upon receipt of the submissions, the FTA will either request further information or a conference among the parties, or will render a decision on the protest.

6. RFQ TERMS AND CONDITIONS

6.1 Disadvantaged Business Enterprise Goals/Equal Employment Opportunity

6.1.1. DBE Program and Compliance

The Respondent's attention is directed to the DBE Program and Compliance requirements, as shown in RFQ Exhibit C.

6.1.2. Equal Employment Opportunity

The Respondents shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, age, or national origin. To the extent allowable by law, the Respondents shall take affirmative action to ensure that all applicants are treated equally during employment, without regard to their race, color, religion, sex, age, or national origin. The areas requiring such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training.

6.2 Changes in Respondent Organization

In order for a Respondent to remain qualified to submit a Proposal after it has been shortlisted, unless otherwise approved in writing by SANDAG, Respondent's organization, including Subcontractors and Key Personnel as identified in the SOQ, must remain intact for the duration of the procurement process. If a Respondent wishes to make changes in its organization or Key Personnel identified in its SOQ, including, without limitation, additions, deletions, reorganizations and/or role changes, Respondent shall submit to SANDAG a written request for approval of the change from SANDAG. Any such request shall be addressed to the Contract Administrator, as set forth on the second cover page, accompanied by the information specified for such entities or individuals in this RFQ, and shall contain a statement by Respondent that such entities or individuals do not have a conflict of interest under applicable law.

If a request is made to allow deletion or role change of any member of Respondent identified in its SOQ, Respondent shall submit such information as may be required by SANDAG to demonstrate that the changed organization is equal to or better than the shortlisted Respondent and its team members. Respondent shall submit an equal number of copies of each team change request package, as was requested in the original RFQ.

SANDAG is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. While changes to a shortlisted Respondent's organization are permitted pursuant to this Section (or any subsequent Request for Proposals) during the period between submission of SOQs and submission of Proposals (if any), no changes to a Respondent's organization shall be permitted during the period after submission of a Proposal (if any) and prior to contract award.

6.3 Public Records Act

All records, documents, drawings, plans, specifications, and other material relating to the conduct of SANDAG, including materials submitted by Respondents, are subject to disclosure if requested by a member of the public pursuant to the Public Records Act, and any other laws and regulations applicable to the disclosure of documents submitted under this RFQ. SANDAG's use and disclosure of its records are governed by such laws.

If SANDAG receives a request for information that Respondent has marked as exempt from disclosure under the Public Records Act as described in Section 3.2.3, SANDAG will provide Respondents who submitted such information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Under no circumstances, however, will SANDAG be responsible or liable to the Respondent or any other party for the disclosure of any such materials, whether the disclosure is deemed required by law, by an order of court, or occurs through inadvertence, mistake, or negligence on the part of SANDAG or its officers, employees, contractors, or consultants. If SANDAG chooses to withhold records from disclosure at the Respondent's request and an action is brought against SANDAG to compel disclosure, the Respondent shall pay all attorney fees and litigation costs associated with defending that action, including without limitation, SANDAG's and the prevailing plaintiff's attorney fees and litigation costs.

SANDAG will not advise Respondents as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of the Public Records Act, or as to the definition of trade secret. Respondents shall be solely responsible for all determinations made by it under applicable laws, and for clearly and prominently marking each and every page or sheet of materials as described above. Each Respondent is advised to contact its own legal counsel concerning the Public Records Act, other applicable laws, and their application to the Respondent's own circumstances.

6.4 Previous Disqualification, Removal, or Other Prevention of Proposing

A Proposal may be rejected on the basis of a Respondent or any Major Participant having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation.

6.5 National Labor Relations Board Requirements

No more than one final, unappealable finding of contempt of court by a federal court may have been issued against the Respondent or any Major Participant within the immediately preceding two-year period because of the Respondent's or Major Participant's failure to comply with an order of a federal court that orders the Respondent or Major Participant to comply with an order of the National Labor Relations Board. For purposes of this Section, a finding of contempt does not include any finding that has been vacated, dismissed, or otherwise removed by the court because the Respondent or Major Participant has complied with the order that was the basis for the finding. SANDAG may rescind any contract in which the Respondent or any Major Participant falsely swears to the truth of the statement required by this Section.

6.6 Campaign Contributions and Gifts

Respondents are directed to Government Code Sections 84308 and 87100, and Title 2 and California Code of Regulations 18438.1 through 18438.8, regarding campaign contributions and gifts to members of appointed boards of directors, governing bodies, and staff members. SANDAG reserves the right to require Respondents (including Subcontractors and Major Participants) to submit information relating to campaign contributions and gifts to determine compliance with such provisions.

6.7 Self-Performance

Respondents are advised that SANDAG expects the Design-Builder Prime Contractor to perform a minimum percentage, as shown on the second cover page, of the construction work with its own forces. The RFP will set forth additional details regarding self-performance.

6.8 SANDAG's Reserved Rights

In connection with this procurement, SANDAG reserves to itself all rights (which rights shall be exercisable by SANDAG) available to it under applicable law, including without limitation, with or without cause and with or without notice, the right to:

- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by SANDAG of a design-build contract, without incurring any cost obligations or liabilities;

- Issue a new request for qualifications after withdrawal of this RFQ or a subsequent RFP;
- Not issue an RFP;
- Reject any and all submittals, responses and SOQs received at any time;
- Exclude any potential Respondent from submitting any response to the RFQ based on failure to comply with any requirements;
- Appoint evaluation committees to review SOQs, make recommendations to SANDAG, and seek the assistance of outside technical experts and consultants in SOQ evaluation;
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ, and require additional evidence of qualifications to perform the work described in this RFQ;
- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ;
- Add or delete Respondent responsibilities from the information contained in this RFQ;
- Waive deficiencies in an SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to an SOQ;
- Disqualify any Respondent that changes a material element of its submittal without SANDAG's approval;
- Disqualify any Respondent under this RFQ, the RFP, or during the period between the RFQ and the RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP, or in any other communication from SANDAG; and
- Exercise any other right reserved or afforded to SANDAG under this RFQ or by law.

This RFQ does not commit SANDAG to enter into a contract or proceed with the procurement described herein. SANDAG assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFQ, or any subsequent RFP. Unless specifically contemplated by any RFP for the project, all of such costs shall be borne solely by each Respondent.

In no event shall SANDAG be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as a design-build contract, in form and substance satisfactory to SANDAG, has been executed and authorized by SANDAG and, then, only to the extent set forth therein.

A failure to award a contract to the lowest bidder shall not be grounds for a cause of action against SANDAG.

6.9 Ineligibility to Contract

Respondents are advised that, SANDAG may, upon advice of the Executive Director and Office of General Counsel, declare a Respondent or contractor ineligible to propose or bid on SANDAG procurement and construction contracts for a period not to exceed three years for any of the following grounds:

- (a) two or more claims of computational, clerical, or other error in proposal or bid submission within a two-year period;
- (b) unjustified failure or refusal to timely provide or properly execute contract documents;
- (c) unsatisfactory performance of contract;
- (d) false, excessive and/or unreasonable claims while performing work for SANDAG;
- (e) two or more occasions within a two-year period of failure to submit bond or insurance documents acceptable to SANDAG in the time periods required;
- (f) unjustified refusal to properly perform or complete contract work or warranty performance;
- (g) unjustified failure to honor or observe contractual obligations or legal requirements pertaining to the contract, including but not limited to DBE and/or UDBE requirements;
- (h) conviction under a state or federal statute or municipal ordinance for fraud, bribery, theft, falsification or destruction of records, receiving stolen property, or of any other similar crime;
- (i) any offense or action which indicates a lack of business integrity and which could directly affect the reliability and credibility of performance of the contractor on future contracts with SANDAG;
- (j) any debarment of the contractor by another governmental agency; and
- (k) false statements or certifications in documents submitted as part of a proposal or bid or any supplementary documentation thereto.

SANDAG may permanently debar a Respondent or contractor for a conviction under federal or state antitrust statutes involving public contracts or the submission of proposals, for any corrupt practices involving the administration or award of a contract with SANDAG, or permanent debarment of the Respondent or contractor by another governmental agency.

In order to assist SANDAG in determining the eligibility of the Respondent and in accordance with Section 3.3.1, each Respondent shall complete and submit Exhibit B, Form F.

7. ORGANIZATIONAL CONFLICT OF INTEREST POLICY

No firms retained by SANDAG to assist in the preparation of the procurement documents shall be eligible to submit an SOQ or to subcontract for any portion of the Work. The ineligible firms include architectural or engineering firms, or affiliates of either, responsible for the preparation of the RFQ, RFP, estimates, or scope of services for the Project. An affiliate is a firm that is subject to the control of the same persons, through joint ownership or otherwise.

SANDAG will evaluate actual or perceived conflicts on a case-by-case basis. SANDAG shall, at its sole discretion, determine whether a conflict of interest exists and qualify or disqualify firms or Respondent teams accordingly.

By submitting an SOQ, Respondents are certifying that at the time of the submission of the SOQ, it has no other contractual relationships that would create an actual, potential, or apparent conflict of interest. Respondents further certify that, during the term of the Project, the Respondent, Respondent's affiliates, Major Participants, Subcontractors and any of the employees of the foregoing shall not acquire any other contractual relationships which would create such a conflict.

An organizational conflict of interest means that because of other activities, relationships, or contracts, a Respondent, Major Participant, or Subcontractor is unable, or potentially unable, to render impartial assistance or advice to SANDAG; a contractor's objectivity in performing the contract work is or might be otherwise impaired; or a contractor has an unfair competitive advantage.

A Respondent is eligible for award of service contracts by SANDAG so long as the contract in question does not create an actual, potential, or apparent conflict of interest. A prohibited conflict of interest exists when, because of other activities, relationships, or contracts, a firm is or may be unable to render impartial objective assistance or advice to SANDAG; or a firm's objectivity in performing the contract work is or might be otherwise impaired; or a firm has an unfair competitive advantage.

Respondents must disclose all relevant facts concerning any past, present, or currently planned interests which may present an organizational conflict of interest. Such firms must state how their interests, or those of their chief executives, directors, key project personnel, or any proposed consultant, contractor, or subcontractor may result, or could be viewed as, an organizational conflict of interest. The information may be in the form of a disclosure statement or a certification.

Prohibited conflicts of interest include but are not limited to the following situations:

In accordance with 23 C.F.R. 636.116, any firm that assists SANDAG or any of its member or affiliated agencies in the preparation of this design-build RFP or RFQ document will not be allowed to participate as an offeror or join a team submitting a proposal in response to this design-build RFP or RFQ. However, SANDAG may in its sole discretion determine there is not an organizational conflict of interest for a prospective design-build firm where:

- (i) The role of the firm was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the design-build RFP or RFQ, and did not include assistance in development of instructions to offerors or evaluation criteria, or
- (ii) Where all documents and reports delivered to the agency by the firm are made available to all offerors, or
- (iii) The role of the firm was limited to preparation of a CEQA or NEPA document related to the design-build project where the CEQA and NEPA processes have been completed prior to issuance of the RFP and RFQ.

SANDAG shall not contract with, and will reject any bid or proposal submitted by, the following persons or entities, unless the Executive Director finds that special circumstances exist which justify the approval of such contract:

- a. Persons employed by SANDAG;

- b. Profit-making firms or businesses in which SANDAG employees serve as officers, principals, partners, or major shareholders;
- c. Persons who, within the immediately preceding twelve (12) months, were employed by SANDAG and (1) were employed in positions of substantial responsibility in the area of service to be performed by the contract, or (2) participated in any way in developing the contract or its service specifications; or
- d. Profit-making firms or businesses in which the former employees described above serve as officers, principals, partners, or major shareholders.

General consultants or subconsultant firms may provide services on other SANDAG projects. A consultant shall not, however, participate in the review and analysis of, or render opinions regarding, its work performed on other SANDAG projects or as limited in this section. Unless otherwise defined by the Executive Director, a general consultant is a consultant whose procurement is typically for a two-year period with an option for one or more one-year option extensions to provide services as needed for various assigned projects from time to time on a work order or task order basis, rather than for one specific predefined project. General consultants support SANDAG staff in managing other SANDAG consultants. General consultants are prime consultants to SANDAG. Subconsultants to general consultants are not classified as general consultants. General consultant procurements are identified as such during the RFP process.

A "firm" shall be defined as any company or family of companies where there is a single parent board of directors or staff of officers who can influence the policies and actions of the design company, construction management company, and the construction company. A "firm" also shall include any partnership, corporation, association, or other legal entity or any member of a joint venture which meets the above-stated definition. "Ineligible" firms shall include the prime consultant for the services, subconsultants for portions of the services, and affiliates of either. An affiliate is a firm that is subject to the control of the same persons through joint ownership or otherwise. If there is any doubt by a firm regarding a potential conflict of interest for a specific project or function, the appropriate member of management staff, depending on type of project, will, upon written request, provide a written ruling. This procedure is encouraged prior to submittal of proposals or bids. In the event a conflict of interest is determined to exist, a written appeal may be made by the affected firm to the Executive Director within five calendar days of notice from SANDAG the conflict. The Executive Director shall determine the adequacy of the appeal and make a subsequent final decision. No further appeal shall be considered.

The Executive Committee shall review and, if appropriate, waive any actual or apparent conflict of interest that may exist or arise as a result of concurrent legal representation of SANDAG and parties whose interests may conflict.

SANDAG staff and third parties with whom SANDAG does business shall comply with SANDAG administrative policies concerning Standard of Conduct and all relevant Board Policies.

8. DEFINITIONS

City is defined as the City of Chula Vista.

Construction Subcontractor is defined as a Subcontractor performing construction-related work on the Project.

Contract Administrator is defined as the person, or his/her designee, identified as such on the cover page of the RFQ.

DBE is defined as Disadvantaged Business Enterprise.

Design-Builder is defined as the firm or other entity, if any, awarded the design-build contract for the Project by SANDAG after the procurement process is completed.

General Contractor is defined as the primary entity overseeing and performing construction of the Project.

Key Personnel is defined as the key individuals of a Respondent and its Major Participants, including the following:

- design-build project manager
- architect/design manager (lead)
- construction manager (lead)
- civil engineering (lead)
- mechanical engineering (lead)
- electrical engineering (lead)
- maintenance facility specialist

Major Participant is defined as (1) the Design-Builder (or Respondent), (2) each entity with primary responsibility for construction of the Project, (3) each entity with responsibility for 20% or more of the design work for the Project, and (4) the general partners or joint venture members (or anticipated general partners or joint venture members) of the Design-Builder (or Respondent); and the following subcontractors/Subconsultants:

- Architectural design consultant
- Structural design consultant
- Mechanical, Electrical, Plumbing, design consultants
- Equipment design consultant

Project is defined as set forth on the cover page.

Project-Related Entities is defined as Metropolitan Transit System (MTS), San Diego Transit Corporation (SDTC), VEOLIA Transportation, and the City of Chula Vista.

Project Documents is defined as those documents identified in Exhibit A, as may be amended from time to time.

Proposals is defined as set forth in Section 2.

Protest Committee is defined as set forth in Section 5.

Public Records Act is defined as California Government Code Section 6250 *et seq.*

Request for Proposals or **RFP** is defined as the Request for Proposals, if any, issued by SANDAG to obtain design-build proposals for the Project from shortlisted firms. The Instructions to Respondents will be included in the RFP (if any).

Respondents is defined as firms interested in providing design-build services for the Project advertised. This definition is often referred to as Consultant or Proposer.

RFQ is defined as Request for Qualifications.

SANDAG is defined as San Diego Association of Governments.

SOQ is defined as Submittal of Qualifications.

Subcontractor is defined as a person or organization with whom the Design-Builder has entered into an agreement to perform any of the Work (at any tier). This includes both Construction Subcontractors and Subconsultants.

Subconsultant means a Subcontractor performing engineering/design-related work on the Project.

Web site is defined as the Contracts section of the Web site accessible at www.sandag.org.

Work is defined as all of the work required under the design-build contract, including all administrative, design, engineering, finance, permitting, coordination, manufacturing, supply, installation, construction, supervision, management, testing, verification, labor, materials, equipment, documentation, and other duties and services to be furnished and provided by Design-Builder as required by the design-build contract.

UDBE is defined as Underutilized Disadvantaged Business Enterprise.

U.S. GAAP is defined as United States Generally Accepted Accounting Principles.