

**STATE OF CALIFORNIA  
CALIFORNIA NATURAL RESOURCES AGENCY  
DEPARTMENT OF WATER RESOURCES  
DIVISION OF ENGINEERING**



**DESIGN-BUILD  
REQUEST FOR QUALIFICATIONS**

**ELECTRIC VEHICLE CHARGING STATIONS PROJECT PHASE III  
OROVILLE, DELTA, SAN LUIS, SAN JOAQUIN, AND SOUTHERN FIELD DIVISIONS,  
CALIFORNIA**

**DATE OF ISSUANCE: June 30, 2023  
STATEMENT OF QUALIFICATIONS DUE: August 14, 2023  
PROJECT REFERENCE NO.: DB-2023-1**

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- Form A: Transmittal Letter
- Form B: Submitter SOQ Certification
- Form C: Proposed Key Personnel Information
- Form D: Project Descriptions
- Form E: Guarantor Acknowledgment
- Form F: Skilled and Trained Workforce Commitment
- Form G: Non-Disclosure Agreement

### Appendix B: Conflict of Interest Policy

### Appendix C: Design-Build Entity Profile Questionnaire and Certification

### Appendix D: Submitter's Agreement and Certification

### Appendix E: Political Reform Act Compliance

### Appendix F: Preliminary Term Sheet

### Appendix G: Insurance and Indemnification Requirements

### Reference Documents Available for Download at Cosmos (<https://cosmos.water.ca.gov>)

1. Delta Field Division Environmental Exhibits
2. Oroville Field Division Environmental Exhibits
3. San Joaquin Field Division Environmental Exhibits
4. San Luis Field Division Environmental Exhibits
5. Southern Field Division Environmental Exhibits
6. Google .kmz Files of Each Site
7. BTC Power AC Level 2 Charger Installation and User's Manual (Revision V)
8. BTC Power Commissioning Checklist

## 1 OVERVIEW AND BACKGROUND

### 1.1 Introduction

The Department of Water Resources (Department) is issuing this Request for Qualifications (RFQ) to obtain Statements of Qualifications (SOQs) from Submitters qualified to serve as the Design-Build Entity for the Electric Vehicle (EV) Charging Station Project Phase III (Project) which will involve installation of required infrastructure and EV units at various locations in the Department's Oroville, Delta, San Luis, San Joaquin, and Southern Field Divisions. The overall purpose of the Project is to support increasing the number of zero emission vehicles in the State vehicle fleet.

The Department is requesting SOQs from prospective Design-Build (DB) teams describing their technical, construction, management, and financial qualifications to obtain certain permits for (to be specified in the RFP), design, and construct, the Project.

This RFQ is the first phase in a two-phase procurement process intended to result in a fixed-price Design-Build Contract between the Department and the Design-Build Entity. The Department intends to short-list at least three (3) Design-Build Teams that submit a response to this RFQ (Submitters) or with all Submitters if the Department receives fewer than three responsive Submittals. Only short-listed Submitters will be eligible to receive a Request for Proposal (RFP) which provides an opportunity to submit a Proposal.

Failure to submit information in accordance with the requirements of this RFQ may be cause for disqualification or failure to be short-listed.

The detailed technical requirements for the Project are being developed and will be presented in the RFP. Any technical requirements described in this RFQ are for general understanding only and are not necessarily indicative of the RFP requirements.

The Department's procurement process for the Project includes the following steps. (Further details can be found in Section 4 of this RFQ):

- RFQ issuance
- Receipt of questions and Department responses
- Issuance of addenda to RFQ (as needed)
- Receipt of SOQs
- Evaluation and scoring of SOQs and establishment of a short-list of qualified Submitters
- Issuance of RFP, draft DB Contract, and virtual project site visit to short-listed Submitters
- Site visit(s)
- One-on-one Department meetings with short-listed Submitters to discuss RFP, potential concepts, and commercial issues
- Issuance of addenda to RFP and draft DB Contract (as needed)



- Submission of Proposals
- Initial evaluation of Proposals by the Department
- Interviews with Proposers
- Final evaluation, scoring, and identification of the highest-ranked Proposer
- Design-Build Contract negotiations with highest-ranked Proposer
- Design-Build Contract execution with the selected Design-Build Entity

## **1.2 Department Statutory Authority**

The California Legislature authorized the Department in Public Contract Code Sections 10200-10214 to employ the DB method of project delivery as specified for public works necessary for the construction, maintenance, or operation of elements of State Water Facilities, as defined in Section 12934 of the Water Code.

## **1.3 Objectives**

### **1.3.1 Project Objectives**

The specific objectives of the Project are to:

1. Support compliance with the 2016 Zero Emission Vehicles (ZEV) Action Plan which requires 50-percent of all state agency light-duty vehicle procurements to be zero emission by 2025 and expansion of state agency workplace charging availability in at least 5% of workplace parking spaces at state-owned facilities<sup>1</sup>
2. Support compliance with SB 1203 (2021–2022) that mandates state agencies achieve net-zero emissions of greenhouse gases resulting from their operations no later than January 1, 2035
3. Install and commission the infrastructure and EV charging stations by June 2025 to allow the Department’s fleet purchasing of EVs for the Oroville, Delta, San Luis, San Joaquin, and Southern Field Divisions
4. Complete construction while avoiding environmental impacts
5. Successfully construct improvements without disrupting ongoing operations

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<sup>1</sup> In 2012, the Governor of California issued Executive Order B-16-2012 which requires state agencies to increase the number of zero emission vehicles (ZEV) within the state fleet through the normal course of fleet replacement. The Administration’s 2016 ZEV Action Plan identifies actions state agencies will take in pursuit of the milestones in the Governor’s Executive Order. In 2022, Senate Bill 1203 passed, which declared that state agencies aim to achieve net-zero emissions of greenhouse gases resulting from their operations no later than January 1, 2035. The Department of General Services, in accordance with these two directives, will require state agencies to achieve a 50% zero emission vehicle fleet by 2025.

### **1.3.2 Procurement and Delivery Objectives**

The Department has elected to use DB delivery to meet the following objectives:

1. Create a single point of responsibility for design and construction
2. Expedite the Project schedule by allowing construction work to proceed at some sites or within a given field division while design and permitting is ongoing at other sites or field divisions
3. Procure a Design-Build Team with demonstrated experience in design and construction related to EV charging stations to realize logistics innovation, cost savings, and efficiencies
4. Benefit from the knowledge and experience of the Design-Builders in working simultaneously at multiple sites and expediting the completion of design and construction for similar projects
5. Allow the Department to focus engineering resources on efforts essential to the maintenance and operation of the State Water Project (core competencies)

### **1.4 Information Available and Non-Disclosure Agreement**

#### **1.4.1 Information Available on Cosmos and Cal eProcure**

The Department has established a secure server (Cosmos) for the distribution of RFQ and RFP documents and Addenda and, as applicable, other background documents for the Project. Documents may also be posted, at the Department's discretion, on the Cal eProcure website. Access to Cosmos will be permitted on approximately the date set out in Table 4-1 Procurement Schedule (RFQ Section 4.7). The Department may add, delete, or amend documents on Cosmos at any time. Each Submitter is solely responsible to ensure that it has the appropriate software which allows the Submitter to view and download the materials from Cosmos. Access to Cosmos will enable the Submitter, and subsequent short-listed Submitters, to receive notifications of any updates or new documents uploaded to Cosmos; however, each Submitter is solely responsible for checking Cosmos frequently for the addition, deletion, or amendment of the materials.

Access to Cosmos is obtained by emailing the Department's Designated Contact (RFQ Section 4.1.2): [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

#### **1.4.2 Non-Disclosure Agreement**

The short-listed Submitters shall sign the Department's non-disclosure agreement, prior to obtaining access to Cosmos for access to the RFP, and shall ensure that employees, agents, contractors, subconsultants and subcontractors are aware of and comply with the agreement. Confidential information will not be disclosed or used except as specifically provided in the non-disclosure agreement. A copy of the non-disclosure agreement is included in RFQ Appendix A, Form G.

As part of the RFP, the short-listed Submitters may be given access to information, which is confidential under state or federal laws, or is otherwise designated by the Department as confidential. Confidential information may include, but is not limited to, financial, statistical, personal, technical, structural, and other information relating to the facilities and operations of the Department. If such confidential

information is provided to the short-listed Submitter, the short-listed Submitter shall solely use it for the purpose of developing its Proposal. The Design-Build Entity may also use the information during performance of the required services under the Design-Build Contract.

## 1.5 Definitions, Acronyms and Abbreviations

### 1.5.1 Definitions

The following terms are used in this document and are defined as shown below:

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Addenda/Addendum</b>	Supplemental additions, deletions, and modifications to the provisions of the RFQ or RFP issued after the release of the RFQ or RFP, respectively.
<b>Best Value</b>	A value determined by evaluation of objective criteria that relate to price, features, functions, life-cycle costs, experience, and past performance. A best value determination may involve a tradeoff between price and other specified factors.
<b>Business Day(s)</b>	Day(s) the Department is officially open for business.
<b>Commercially Useful Function</b>	An SB/MB/DVBE subcontractor, or a supplier of goods and/or of services is deemed to perform a CUF if the business does all of the items defined in Military and Veteran’s Code Section 999(B)(5)(B).
<b>Conflict of Interest Policy</b>	The Conflict of Interest policy for DB projects that will be in effect during this Procurement as defined in Appendix B.
<b>Department</b>	California Department of Water Resources.
<b>Designated Contact</b>	The Department’s sole contact person and addressee for receiving all communications about the Project during the procurement process as set forth in RFQ Section 4.1.2.
<b>Design-Build</b>	A project delivery process in which both the design and construction of a project are procured from a single entity.
<b>Design-Build Contract</b>	The written DB agreement between the Department and the Design-Build Entity for the Project setting forth the obligations of the parties with respect to the design and construction of the Project, including the performance of the design and construction Work, the furnishing of labor, equipment, and materials, and the basis of payment.
<b>Design-Build Entity</b>	A corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to the DB Contract.
<b>Design-Build Team</b>	The Design-Build Entity itself and the individuals and other entities identified by the Design-Build Entity as members of its team including all Key Personnel and Key Participants.

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Evaluation Team</b>	Committees that will assist the Department in reviewing and assessing SOQs and Proposals using the criteria set forth in this RFQ and in the RFP, respectively
<b>Experience Modification Rate</b>	The rate used by the Department to determine an acceptable safety record pursuant to Public Contract Code Section 10208(b)(3)(G).
<b>Guarantor</b>	The person or entity delivering a Guaranty Agreement.
<b>Guaranty Agreement</b>	An agreement under which the Guarantor fully and unconditionally guarantees to the Department the full performance by the Design-Build Entity of its obligations to the Department under the Design-Build Contract including the Project’s demonstrated compliance with performance standards.
<b>Information Letter(s)</b>	A letter or other notification to prospective Submitters containing information regarding the procurement process.
<b>Interested Parties</b>	A person or entity with an interest or concern in the Project.
<b>Key Participants</b>	Participants fulfilling key roles required for the successful delivery of the Project. Key Participants may include subcontractors, vendors or other participants and associations that will be dedicated participants and proposed as part of the Design-Builder’s Team.
<b>Key Personnel</b>	Qualified personnel identified by the Submitter to fulfill key positions who have demonstrated expertise, and a record of producing quality work on projects of a similar nature to the Project. Required Key Personnel to be included in the SOQ submittal are identified in RFQ Section 7.8.1.
<b>Notice to Begin Work</b>	The notice provided to the Design-Build Entity so that Work can begin.
<b>Payment Bond</b>	A payment bond issued in respect of the Design-Build Contract in a form and amount acceptable to the Department by a surety acceptable to the Department.
<b>Performance Bond</b>	A performance bond issued in respect of the Design-Build Contract in a form and amount acceptable to the Department by a surety acceptable to the Department.
<b>Performance Test</b>	The Department intends to require a Performance Test for a specified period of time (e.g., 30 days) during which the Design-Build Entity must demonstrate that each site meets the Performance Criteria. Successful completion of the Performance Test(s) is a pre-condition to each Field Division Charging Station Transfer and Final Acceptance of the Project. (See Preliminary Term Sheet, Appendix F)
<b>Project</b>	Electric Vehicle Charging Stations Project Phase III as described in Sections 1.3 and 2 of the RFQ.
<b>Performance Guarantees</b>	A guarantee provided by the Design-Build Entity, that the Project will meet certain Performance Criteria defined in the Design-Build Contract, typically as confirmed through a Performance Test.

<b>Table 1-1. Defined Terms</b>	
<b>Term</b>	<b>Definition</b>
<b>Performance Criteria</b>	The Department’s requirements for the expected performance for the Project that must be demonstrated through Performance Testing. Performance Criteria will be provided with the RFP.
<b>Project Sites</b>	The Project will contain multiple sites at the locations depicted in Figure 2.1, collectively these individual sites are referred to as Project Sites and is inclusive of all the locations in the Project.
<b>Proposal</b>	The Proposer’s proposal submitted in response to the RFP.
<b>Proposer</b>	A Submitter that was prequalified or short-listed during the RFQ process and is invited by the Department to submit a Proposal in response to the RFP.
<b>Request for Proposals</b>	The written invitation to short-listed entities to submit Proposals in the manner described by the Department.
<b>Request for Qualifications</b>	The written solicitation issued by the Department to solicit SOQs to provide Design-Build services to the Department for the Project.
<b>State</b>	The State of California, including its elected officials, employees, and its authorized representatives, and each department and agency.
<b>Statement of Qualifications</b>	The information prepared and submitted by a Submitter in response to the RFQ.
<b>Submitter</b>	The entity submitting a SOQ for the Project.
<b>Submitter Representative</b>	The contact person for the Submitter identified in the Statement of Qualifications submitted in response to the RFQ.
<b>Work</b>	Everything required to fulfill the Design-Build Entity’s obligations under the Design-Build Contract to the satisfaction of the Department.

### 1.5.2 Acronyms and Abbreviations

CCR	California Code of Regulations
CEQA	California Environmental Quality Act
CMGC	Construction Manager/General Contractor
COI	Conflict of Interest
CUF	Commercially Useful Function
DB	Design-Build

DIR	Department of Industrial Relations
DVBE	Disabled Veteran Business Enterprise (California Certified)
EMR	Experience Modification Rate
EV	Electric Vehicle(s)
FPPC	Fair Political Practices Commission
GC	California Government Code
ISO	Insurance Services Office
NAICS	North American Industry Classification System
NEPA	National Environmental Protection Agency
QA/QC	Quality Assurance/Quality Control
RFP	Request for Proposals
RFQ	Request for Qualifications
SB/MB	Small Business/Microbusiness (California Certified)
SEC	Securities and Exchange Commission
SOQ	Statement of Qualifications
USB	Universal Serial Bus
USBR	United States Bureau of Reclamation
ZEV	Zero Emission Vehicles

## **2 PROJECT INFORMATION**

### **2.1 General Project Description**

The Project will entail designing, obtaining certain permits (to be specified in the RFP), and constructing the infrastructure needed to support electrical vehicle charging stations; and purchasing, installing, and commissioning approximately 166 dual charging EV units across five Department field divisions within the State of California. The Project includes, but is not limited to, the following features:

- Extending power supply from existing buildings to existing and new parking spaces
- Upgrading existing electrical service (required at certain sites) to support additional load from EV charging
- Connection to existing electric service (generally within existing buildings at the sites)
- Pavement removal and trenching
- Installation of buried conduit, power cable, and communications cable from existing electric service, terminating in a receptacle or junction box located near the EV charging station locations
- Electrical service to support a mix of level 2 and level 3 charging stations
- Installation of charging station foundation pads or poles
- Repair/replacement of existing paving
- General civil design including site development, development of parking spaces, trenching, grading, storm drainage, and paving, curb, and gutter design
- ADA compatibility (may be required at certain sites)
- Outdoor area lighting and lighting controls
- Installation of bollards, striping, signage for designated EV parking stalls, and other features as required by location conditions

### **2.2 Locations and Project Sites Description**

The Project is currently planned to include 39 sites across the five field divisions as shown in Figure 2-1 and summarized in Tables 2-1 through 2-5. This information is preliminary; the number and location of sites will be confirmed in the RFP.



**Figure 2-1. Project Sites**

*Numbers shown correspond to individual sites listed in Tables 2-1 through 2-5.*



<b>Table 2-1. Oroville Field Division EV Infrastructure Locations</b>			
<b>Fig 2-1 Reference</b>	<b>Location</b>	<b>Charging Units</b>	<b>Parking Spaces</b>
1	Thermalito Pumping-Generating Plant	3	6
2	Beckworth Subcenter	1	2
3	Oroville O&M Center	13	26
4	Hyatt Powerplant	3	6
	<b>TOTAL</b>	<b>20</b>	<b>40</b>

<b>Table 2-2. Delta Field Division EV Infrastructure Locations</b>			
<b>Fig 2-1 Reference</b>	<b>Location</b>	<b>Charging Units</b>	<b>Parking Spaces</b>
5	Del Valle Pumping Plant	2	4
6	Harvey O. Banks Pumping Plant	5	10
7	South Bay Pumping Plant	4	8
8	Skinner Fish Protective Facility	2	4
9	California Aqueduct Check Site 7	1	2
10	Delta O&M Center	24	48
11	Montezuma Slough	2	4
12	Barker Slough Pumping Plant	2	4
13	Cordelia Pumping Plant	2	4
14	North Bay Yard	3	6
	<b>TOTAL</b>	<b>47</b>	<b>94</b>

<b>Table 2-3. San Luis Field Division EV Infrastructure Locations</b>			
<b>Fig 2-1 Reference</b>	<b>Location</b>	<b>Charging Units</b>	<b>Parking Spaces</b>
15	Dos Amigos Pumping Plant	3	6
16	Gianelli Power Generating Plant	3	6
17	San Luis O&M – Administration Building	5	10
	<b>TOTAL</b>	<b>11</b>	<b>22</b>

<b>Table 2-4. San Joaquin Field Division EV Infrastructure Locations</b>			
<b>Fig 2-1 Reference</b>	<b>Location</b>	<b>Charging Units</b>	<b>Parking Spaces</b>
18	Las Perillas Pumping Plant	2	4
19	Badger Hill Pumping Plant	2	4
20	Devils Den Pumping Plant	2	4
21	Blue Stone Pumping Plant	2	4
22	Polonio Pumping Plant	2	4
23	Buena Vista Pumping Plant	6	12
24	Teerink Pumping Plant	6	12
25	Chrisman Pumping Plant	6	12
26	Edmonston Pumping Plant	6	12
	<b>TOTAL</b>	<b>34</b>	<b>68</b>

<b>Table 2-5. Southern Field Division EV Infrastructure Locations</b>			
<b>Fig 2-1 Reference</b>	<b>Site</b>	<b>Charging Units</b>	<b>Parking Spaces</b>
27	Tehachapi Afterbay Lab	3	6
28	Oso Civil Maintenance Bldg	3	6
29	Oso Pumping Plant	4	8
30	Warne Power Plant	4	8
31	Vista Del Lago Visitor Center	2	4
32	Castaic Offices O&M Center	8	16
33	Pearblossom O&M Center	10	20
34	Pearblossom Water Operations Bldg	2	4
35	Pearblossom Pumping Plant	4	8
36	Mojave Siphon Power Plant	3	6
37	Devil Canyon Pumping Plant	6	12
38	Cedar Spring Civil Maintenance Bldg	3	6
39	Lake Perris – Perris Dam	2	4
	<b>TOTAL</b>	<b>54</b>	<b>108</b>

Detailed descriptions of each site will be provided in the RFP and will include descriptions of site ownership and property rights, access, construction limits, staging areas, existing power sources, environmental constraints, and existing facilities and utilities at each site.

### **2.3 Project Status and Preliminary Work Conducted by the Department**

The Department has or is undertaking certain preliminary work in connection with the Project. The status of the work being performed by the Department is summarized in the subsections below.

#### **2.3.1 Preliminary Design Concepts**

To support the environmental review process carried out by the Department and to identify significant site constraints, the Department is currently developing preliminary conceptual layouts for each site.

An example preliminary layout, for the Edmonston Pumping Plant site, is shown in Figure 2-2. The site is located at the southern end of the San Joaquin Valley in Kern County, approximately six miles east of Interstate 5 near Grapevine, CA. The site is accessible from the Edmonston Pumping Plant Road through a security gate located north of the pumping plant. As shown in Figure 2-2, the Department anticipates installing 12 new EV parking stalls that will be located in an existing parking area north of the plant, with

six dual EV charging stations, each serving two parking stalls. The Department currently expects that power will be supplied from the northernmost corner of the plant site, west of the switch yard. Figure 2-2 also shows preliminary construction staging area and the limits of construction.



**Figure 2-2. Edmonston Pumping Plant Preliminary Layout**

Following the Department’s evaluation of each site, modifications may be made to preliminary designs to avoid environmental impacts. To achieve this goal, it is also possible that one or more of the sites shown in Figure 2-1 may be eliminated from the scope of the Project.

The Department will complete and provide a preliminary design for each site in the RFP. This will include location, construction limits, general layout, and typical details. To expedite the schedule, environmental review, and CEQA compliance process, the Department currently anticipates that the designs proposed by short-listed Submitters will need to stay completely within the construction limits identified in the RFP. Further definition of constraints on, and requirements for, the design will be included in the RFP.

Cosmos includes the following information on EV charging stations currently being used at other Department facilities:

- BTC Power AC Level 2 Charger Installation and User's Manual (Revision V)
- BTC Power Commissioning Checklist

Charging station type and manufacturer selection will be made by the Design-Build Entity, subject to the technical and performance requirements defined in the RFP.

### **2.3.2 Topographic Surveys and Mapping**

The Department will be completing survey and topographic mapping of each site. The following information will be provided with the RFP:

- Project control data and data adjustments listings/processing support for the survey control at each site
- Boundary survey, notes, and data for survey monuments
- Topographic mapping with 1-foot contours of each site in both MicroStation V8i DGN/InRoads DTM and AutoCAD Civil 3D 2022 DWG/LandXML file format
- Raw data files (dgn)
- Survey field notes in PDF format

### **2.3.3 Utilities and As-Builts**

Each site is expected to contain underground utilities, including existing powerlines and underground pipelines. The Department will provide a subsurface utility location report for each site with the RFP. All assets listed will be Quality Level B, in accordance with the American Society of Civil Engineers' Standard for Subsurface Utility Engineering.

The need to upgrade existing utilities (electric power) at certain sites will be defined in the RFP.

### **2.3.4 Geology Investigations**

Because of the limited amount of earthwork and foundation work required for the Project, the Department is not planning to develop new geologic information for the Project. The Department will, however, be compiling existing geologic information (such as boring logs) previously developed for the sites. This information will be provided with the RFP.

### **2.3.5 Environmental Review**

The Department is serving as the Lead Agency for the Project under CEQA and has not yet completed its review process. The Department anticipates completing the process before issuance of the Request for Proposal and anticipates the Project will be exempt from CEQA. CEQA documentation will be provided as an attachment to the RFP. The Department's planned approach to CEQA compliance includes the following:

- Development of preliminary conceptual layouts and work descriptions for each site (currently in progress)

- Environmental site assessments and evaluations (currently in progress)
- Modifications to conceptual layouts as needed to avoid or minimize environmental impacts
- Completion of preliminary designs (provided with the RFP)
- Requirement that short-listed Submitters' Proposals conform to the preliminary design and construction limits, and comply with identified measures to avoid environmental impacts (provided with the RFP)
- Coordination with Federal Agencies may include National Environmental Protection Agency (NEPA) review

The RFP will include information describing the results of the environmental studies, areas of environmental clearance, and any constraints or mitigation measures with which the Design-Build Entity must comply in order to be consistent with this approach.

### **2.3.6 Approvals, Land Use, and Access**

The Project will require utility and construction permits and approvals. In general, the Design-Build Entity will be required to obtain all permits related to its design and construction (e.g., local Fire Marshall, State Fire Marshall, Division of State Architect approvals) while the Department will obtain land use and property-related permits and approvals, such as zoning variances or changes, conditional use permits, easements, and rights-of-way. Certain approvals and permits may be obtained by the Department while others may be assigned to the Design-Build Entity. The RFP will include a permit allocation matrix specifically identifying the permits and approvals that will be obtained by the Department and those that must be obtained by the Design-Build Entity.

## **2.4 Coordination with Other Entities**

Prior to executing the Design-Build Contract, the Department will be coordinating with the U.S. Bureau of Reclamation, which operates the Los Banos O&M Facility (San Luis Field Division) under a joint use agreement with the Department. Construction at these sites may require NEPA review.

Following execution of the Design-Build Contract, the Design-Build Entity will be responsible for coordinating with other entities, with Department involvement and facilitation support.

Coordination with local electric utilities may also be required where upgrades to existing power supply will be needed.

### **2.4.1 Additional Project Information**

Additional information pertaining to Project development can be found on Cosmos. Information available on Cosmos is listed in the RFQ Table of Contents. The Department provides this information for reference purposes only, it makes no representations or warranties.

## **2.5 Budget and Funding**

The Project will be funded through the California Department of Water Resources' State Water Project.

The Department’s current budgetary estimate for the Project is \$35–40 million in 2023 dollars. The budget estimate includes Department internal costs such as labor for completing the preliminary design.

## 2.6 Project Schedule

The preliminary Project schedule is summarized in Table 2-6 below. All dates are subject to change at the sole discretion of the Department.

<b>Table 2-6. Preliminary Project Schedule</b>	
<b>Milestone</b>	<b>Date</b>
Anticipated Completion of CEQA	September 2023
Design-Build Entity Notice to Begin Work	May 2024
Final Completion	October 31, 2025

### 3 DESIGN-BUILD SERVICES AND DESIGN-BUILD CONTRACT

#### 3.1 Department and Design-Build Entities Respective Responsibilities

The Design-Build Entity will be responsible for furnishing all labor, material, equipment, services, and temporary construction facilities for the Project, including but not limited to design, construction, startup and commissioning, performance testing; provision of Project warranties; provision of Performance Guarantees; obtaining certain permits (to be specified in the RFP) and approvals; and complying with legal requirements, including protection requirements; safety management, and quality management. The Design-Build Entity will be responsible for completing the Project within the cost and time frame set forth in the Design-Build Contract.

**The State does not require a specific form of contractual arrangement between the Design-Build Team members, but the Design-Build Entity that proposes to enter into the Design-Build Contract with the State must be a California licensed General Contractor.**

The Department’s responsibilities generally include furnishing data and information regarding the Project, reviewing and commenting on submittals, obtaining certain permits, providing funding, providing contract oversight, quality assurance oversight, and observing the Performance Test.

General responsibilities of the Department and the Design-Build Entity are summarized in Table 3-1 below to help clarify scope allocation for this Project. These descriptions are indicative and subject to revision by the Department.

Table 3-1. Department and Design-Build Entity Roles and Responsibilities		
General Area	Department’s Responsibilities	Design-Build Entity Responsibilities
Project Management	<ul style="list-style-type: none"> <li>• Guide overall Project strategy</li> <li>• Provide Project funding</li> <li>• Approve scope, schedule, and price</li> <li>• Participate in discussions with Interested Parties, including electrical utilities where power supply upgrades are required</li> </ul>	<ul style="list-style-type: none"> <li>• Single point of responsibility for design and construction</li> <li>• Identify and manage Project risks and response strategies</li> <li>• Prepare and manage Project schedule</li> <li>• Develop and implement all required Project controls</li> <li>• Provide quality assurance and quality control on all Work</li> <li>• Responsible for coordination with Interested Parties (including other entities, contractors, and utility owners as necessary) as required by the DB Contract, including electrical utilities where power supply upgrades are required, while keeping the Department informed</li> </ul>



<b>Table 3-1. Department and Design-Build Entity Roles and Responsibilities</b>		
<b>General Area</b>	<b>Department's Responsibilities</b>	<b>Design-Build Entity Responsibilities</b>
Design and Construction	<ul style="list-style-type: none"> <li>• Review required design deliverables and construction planning deliverables</li> <li>• Furnish existing studies and data</li> <li>• Provide access to the Project sites</li> <li>• Conduct environmental review and CEQA compliance and obtain those permits for which the Department is responsible as defined in the DB Contract</li> <li>• Review designs and construction plans for compliance with environmental protection measures</li> <li>• Conduct independent inspections and reviews</li> <li>• Monitor activities for compliance with environmental protection requirements</li> <li>• Inspection of Work</li> </ul>	<ul style="list-style-type: none"> <li>• Design and construct Work in conformance to requirements and standards established in the DB Contract</li> <li>• Develop and implement all plans required for design and construction including document control, communication protocols, safety, security, quality management, environmental compliance and others required by the Design-Build Contract</li> <li>• Obtain those permits assigned to the Design-Build Entity in the RFP</li> <li>• Obtain any temporary construction permits or approvals required for execution of the Work, including, but not limited to off-site storage, parking facilities etc.</li> <li>• Coordinate with utility providers and the Department for provision of temporary construction utilities</li> <li>• Provide access, equipment, and facilities required for environmental monitoring by the Department</li> <li>• Notify the Department and appropriate regulatory agency of discovery of pre-existing harmful and/or hazardous materials at the Project Site. Investigate and remediate with qualified entity, if so directed by the Department</li> <li>• Utility coordination and (as required) relocation, and protection of existing utilities</li> <li>• Coordination of deliveries with on-site Department staff</li> <li>• Protection of existing facilities and survey monuments</li> <li>• Construction of temporary and permanent drainage and erosion control features</li> <li>• Provision of temporary works, such as temporary fencing, temporary power, temporary relocation of drainage, and temporary works</li> <li>• Maintain site safety and security</li> </ul>

## **3.2 Commercial Requirements**

During project delivery the selected Design-Build Entity will be required to comply with certain commercial requirements as summarized below.

### **3.2.1 Equal Employment Opportunity**

In its performance of the Design-Build Contract, the Design-Build Entity shall not discriminate against an employee or applicant for employment because of race, color, religious creed, ancestry, sex, age, national origin, physical handicap, medical condition, or marital status. Section 1735 of the Labor Code, Sections 12990 et seq. of the Government Code and Title II, Division 4, Section 8107, Clause (b) of the California Code of Regulations is incorporated herein in full by this reference. Attention is directed to the “Non-discrimination Clause” that is required by Chapter 5 of Division 4 of Title 2, California Code of Regulations, and to the Standard California Nondiscrimination Construction Contract Specifications under Government Code Section 12990.

### **3.2.2 Labor Code Requirements**

#### **3.2.2.1 Prevailing Wage**

The Design-Build Contract entails the performance of public work for the purposes of California’s prevailing wage laws, California Labor Code Sections 1720 to 1861, Title 8 of the California Code of Regulations, Section 16000 et seq., and related laws, regulations, determinations, and guidance.

#### **3.2.2.2 Department of Industrial Relations Registration**

Pursuant to Sections 1770 through 1773.9 of the California Labor Code, the Director of Industrial Relations (DIR) has determined the general prevailing rate of per diem wages for the locality in which the Work is to be performed. Applicable rates will be on file for inspection at the office of the Department of Water Resources, Contract Coordination Section, 715 P Street, 4th Floor, Sacramento, California 95814. Copies may be obtained from the State of California, Department of Industrial Relations, Office of the Director – Research Unit, P. O. Box 420603, San Francisco, California 94142, telephone (415) 703-4774, email [Statistics@dir.ca.gov](mailto:Statistics@dir.ca.gov). Prevailing wage determinations may be obtained over the Internet through California Department of Industrial Relations, Office of the Director’s Home Page at <https://www.dir.ca.gov/OPRL/>. The Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

In addition to complying with other applicable laws, each Submitter submitting a Statement of Qualifications for the Project must be a Department of Industrial Relations Registered Public Works Contractor pursuant to Labor Code Section 1725.5 (DIR registered contractor). A Submitter who is not a DIR registered contractor when submitting a Statement of Qualifications will be deemed “not qualified.” Limited exceptions for Joint Ventures may apply pursuant to Section 1771.1 of the Labor Code. Pursuant to Labor Code Section 1725.5, all subcontractors identified in a Submitter’s subcontractor list shall also be DIR registered contractors. The awarded Design-Build Team, and all subcontractors of any tier, at all times during the performance of the Work, shall be DIR registered contractors.

### **3.2.3 Small Business, Microbusiness, and Disabled Veteran Business Enterprise Participation and Reporting Requirements**

The Department encourages Submitters to consider opportunities for participation by Small Business (SB), Microbusiness (MB), and Disabled Veteran Business Enterprise (DVBE) at this preliminary stage of the DB procurement process. An online, searchable database of current SB/MBs and DVBEs and their areas of expertise can be found on the California Department of General Services, Procurement Division website at <https://www.caleprocure.ca.gov>. For additional information, contact the Designated Contact identified in RFQ Section 4.1.2.

The Department will apply a SB, MB, Non-Small Business and/or a DVBE incentive calculation during the RFP proposal evaluation process after the Department determines point scores for the Technical and Cost proposals. The RFP will identify SB, MB, Non-Small Business, and/or DVBE participation goals.

Subject to the applicable limitations on Design-Build Team modifications, the Department strongly encourages short-listed Submitters to strengthen their teams by making participation commitments to California-certified SB, MB, and/or DVBE firms whose capabilities satisfy compliance requirements for Commercially Useful Function.

The Proposer that the Department selects for contract award will be obligated to achieve the participation commitments made to the SB/MB and/or DVBE subcontractors identified in its Proposal.

### **3.2.4 Skilled and Trained Workforce**

The Design-Build Entity shall be required to use a skilled and trained workforce during construction by the general contractor, its subcontractors, and at every tier that performs work on the Project that falls within an apprenticeable occupation in the building and construction trades in accordance with Public Contract Code Sections 2600 et. Seq. and 10208 (c), and <https://www.dir.ca.gov/das/>.

Appendix A, Form F shall be completed by the Submitter committing the Design-Build Entity to a skilled and trained work force.

### **3.2.5 Substitution of Securities**

Pursuant to Public Contract Code Section 10263, the Design-Build Entity will be permitted to substitute securities for any monies withheld by the Department as provided by Public Contract Code Section 10261.

### **3.2.6 Bond Requirements**

Should the Department successfully negotiate a Design-Build Contract with the Design-Build Entity, the Design-Build Entity will be required to submit payment and performance bonds upon execution of the Design-Build Contract, each in the amount of 100 percent of the Contract value.

### **3.2.7 Insurance and Indemnification Requirements**

Should the Department successfully negotiate a Design-Build Contract with the Design-Build Entity, the Design-Build Entity will be required to furnish the types and limits of insurance set forth in Appendix G: Insurance and Indemnification Requirements.

### **3.2.8 Economic Sanctions Against Russia**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under State law. By submitting a SOQ and subsequently, if short-listed, by submitting a Proposal, the Submitter represents that it is not a target of Economic Sanctions. Should the State determine Submitter is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for rejection of the Submitter’s SOQ or Proposal any time prior to contract execution, or, if determined after contract execution, shall be grounds for termination of the Design-Build Contract by the State.

## **4 PROCUREMENT PROCESS OVERVIEW, PROCUREMENT SCHEDULE, AND CONDITIONS**

### **4.1 General**

The purpose of the RFQ is to solicit SOQs that demonstrate the qualifications of the Submitter’s proposed Design-Build Team for the Project. The Department will use a two-phase, best-value procurement process to select a Design-Build Entity to deliver the Project. The first phase of the procurement process begins with the issuance of this RFQ and ends with short-listing the most qualified Submitters. The second phase of the procurement process begins with the issuance of the RFP to the short-listed Submitters and ends with the execution of a Design-Build Contract with the Design-Build Entity whose Proposal is determined to have offered the best value to the public.

#### **4.1.1 RFQ Acknowledgement**

Submitters are responsible for monitoring Cosmos (RFQ Section 1.4) for information concerning this procurement. Submitters responding to this RFQ shall acknowledge that they have reviewed all materials posted in Cosmos. See RFQ Appendix A, Form A, Transmittal Letter for additional information on this requirement.

#### **4.1.2 Designated Contact**

The Designated Contact will serve as the Department’s primary point of contact throughout the procurement process. The Designated Contact is the Department’s sole entity and addressee for receiving all communications about the Project, and Submitters are prohibited from contacting any other Department employee or any of the entities listed in RFQ Section 4.9, regarding the Project, this RFQ, or any other aspect of the Department’s procurement process. Submit any and all inquiries and comments regarding the Project by e-mail or hard copy letter. Only written inquiries will be accepted:

California Department of Water Resources  
Division of Engineering – Collaborative Delivery Program  
Attention: William M. Verigin Jr., Collaborative Delivery Manager  
Reference No. DB-2023-1  
715 P Street, 4th Floor  
Sacramento, California 95814  
E-mail: [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

### **4.2 Communication Protocols**

#### **4.2.1 RFQ Clarifications Questions**

Submitters may submit written clarification questions to the Department’s Designated Contact at any time before 3 p.m. Pacific daylight time on the last date for clarification questions listed in Table 4-1, Procurement Schedule (RFQ Section 4.7).

The Department will provide responses to Submitter's written clarification questions within a reasonable time following receipt, subject to the cut off dates set forth in Table 4-1, Procurement Schedule (RFQ Section 4.7). Clarifications will be given by Information Letter. Modifications to the RFQ documents will be made by Addenda. Oral clarifications shall not be binding on the Department.

The Department will not disclose the Submitters' names and contact information when responding to questions or requests for clarification. The Department will post Information Letters and Addenda on Cosmos and all registered Submitters will be notified.

#### **4.2.2 Responses and Confidential Information**

The Department may, in its sole discretion, respond to all, some, or none of the questions submitted under RFQ Section 4.2.1. Any responses to questions submitted under RFQ Section 4.2.1 will be made available electronically to all Submitters, except that the Department may, in its discretion, respond individually to those questions identified by a Submitter or deemed by the Department as containing confidential or proprietary information. The Department reserves the right to disagree with a Submitter's characterization of the confidentiality of any information it may provide. The Department may rephrase or consolidate questions as it deems appropriate.

#### **4.2.3 Rules of Contact**

Submitters are required to conduct the preparation of their SOQs and, if short-listed, their Proposals with professional integrity and free of lobbying activities. Any verified allegation that a responding Submitter team 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 Submitters may be cause for the Department to disqualify the Submitter team from submitting a SOQ, to disqualify the team member from participating as part of a Submitter team, and/or to discontinue any further consideration of such Submitter team.

Except for communications expressly permitted by this RFQ or subsequently by the RFP, the Designated Contact, or a representative hereafter designated in writing by the Department, is the Department's single contact and source of information for this procurement. The rules of contact set forth in this RFQ Section 4.2.3 shall apply throughout the Project procurement process. The procurement process begins on the date of issuance of this RFQ and is anticipated to be completed with the award of the Design-Build Contract. These rules are designed to promote a fair, unbiased, and legally defensible procurement process. Contact might include face-to-face, telephone, email, or formal written communication.

The specific rules of contact are as follows:

- After submitting its SOQ, neither the Submitter nor any of its team members may communicate with another Submitter or members of another Submitter's team with regard to the Project or the SOQs. This prohibition does not apply to Submitter communication with an entity such as a subcontractor, etc., that is on both its and another Submitter's Design-Build Team to the extent permitted under the conflict of interest policy referenced in RFQ Section 4.8.2.
- Unless otherwise specifically noted in this RFQ or authorized by the Designated Contact, all Submitter communication with the Department will be between the Submitter's designated representative

(Submitter Representative) and the Designated Contact. All such communication must be in writing (by mail or e-mail).

- Under normal circumstances, the Designated Contact will contact a Submitter in writing through the Submitter Representative.
- Commencing with the Department's release of this RFQ and continuing until the earliest of (1) execution of the Design-Build Contract, (2) the Department's rejection of all Proposals, or (3) cancellation of the Project Procurement, neither the Submitter nor its agents may have communications with State officials, Department employees, members of the evaluation team or any other person involved, directly or indirectly, in evaluating the SOQs or Proposals, or any person identified pursuant to RFQ Sections 4.9 regarding the Project, except for communications expressly permitted in this RFQ, in the subsequent RFP, or through the process identified above. The foregoing restriction shall not, however, preclude or restrict communications regarding matters unrelated to the Project or from participating in public meetings or any public or Department workshops related to the Project.
- The Department may, in its sole discretion, disqualify any Submitter who has engaged in prohibited contact or communications.
- The Department will disseminate written communications regarding the Project. Alternatively, the Designated Contact may communicate via e-mail originating from the Department's server.
- The Department will not be responsible for or bound by (1) any oral communication or (2) any other information or contact that occurs outside the official communication process specified herein, unless confirmed in writing by the Designated Contact.

If a Submitter has meetings or discussions with anyone other than the Designated Contact during the procurement phase, the Submitter shall be responsible for verifying with the Designated Contact any Project-related information it so receives.

### **4.3 Site Visit**

The Department will not hold a pre-SOQ site visit for the Project. A site visit will be offered to short-listed Submitters during the proposal phase.

### **4.4 Overall SOQ Evaluation Process**

#### **4.4.1 Initial Responsiveness Review**

Each SOQ will initially be reviewed on a pass/fail basis for:

- a. The SOQ's conformance to the RFQ instructions regarding organization and format
- b. The responsiveness of the Submitter to the substantive requirements set forth in the RFQ

The Department, in its sole discretion, may waive informalities, irregularities, and apparent clerical mistakes that are unrelated to the substantive content of the SOQ, or may request additional information from a Submitter, as considered necessary, to complete its Initial Responsiveness Review. Submitters

submitting SOQs not responsive to this RFQ may be excluded from further consideration. The Department may also exclude from further consideration any SOQ that contains a material misrepresentation.

#### **4.4.2 SOQ Evaluation**

Following the initial responsiveness review, each Submitter providing a responsive SOQ will be evaluated against the Non-Scored (pass/fail) Selection Criteria in Table 5-1 (RFQ Section 5.1.1). Failure to achieve a “pass” on any of those criteria will result in disqualification.

All Submitters determined to “pass” will have their SOQ evaluated against the Scored Selection Criteria and maximum point allocations in Table 5-2 (RFQ Section 5.1.2). The Department will evaluate the technical, managerial, financial, and other qualifications of the Submitters based on their SOQ submittals, any clarifications submitted by the Submitters in response to Department requests, project and personnel references, and analysis of publicly available information. The Department’s SOQ evaluation process is intended to identify those Design-Build Teams it determines are the most highly qualified to successfully deliver the Project.

#### **4.4.3 Reference Checking**

During the scoring process the Department may conduct reference checking which will be focused on confirming information submitted with the SOQ. Information obtained during reference checking will be considered by the Department when scoring the SOQs.

#### **4.4.4 Short-Listing**

After the SOQ evaluation and reference checking are complete, the Department intends to short-list the three (3) highest ranked Submitters, or all Submitters if the Department receives fewer than three responsive Submittals but reserves the right to short-list up to four (4) Submitters.

If any of the short-listed Submitters decline to continue with the procurement, then the Department may select the next highest-ranked Submitter for the short-list.

Upon completion of the SOQ evaluation and scoring process, the Department will publish the names of the Short-Listed Submitters on its Collaborative Delivery Program website:

<https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>.

### **4.5 RFP and Proposal Phase**

#### **4.5.1 RFP**

In the second phase of the procurement process, the Department will issue an RFP. Only the Short-Listed Submitters will receive the RFP and be permitted to submit a Proposal. Each short-listed Submitter that submits a Proposal in response to the RFP is referred to herein as a “Proposer.”

The RFP will include a description of the Project, as well as Owner’s Project Criteria to be met by the Design-Build Entity.



The RFP will contain a draft Design-Build Contract which will provide the terms and conditions for all elements of the Project.

Pursuant to Public Contract Code Section 10208(f), specific non-price and price evaluation criteria will be presented in the RFP and may include, but are not limited to, the following:

- Design-Build Price
- Technical design and construction expertise
- Life-cycle costs over 15 years
- Reliability
- Approach to expediting design and construction
- Project schedule
- Acceptance of Design-Build Contract provisions and risk posture

#### **4.5.2 Site Visits and One-on-One Meetings with Proposers**

Following issuance of the RFP, the Department will hold one or more site visits with Proposers. The purpose of the site visits is to assure that Proposers become sufficiently familiar with conditions at the Project Sites to develop their Proposals.

The Department also intends to offer one or more opportunities for Proposers to attend one-on-one meetings with the Department to ask questions and provide comments on the RFP and draft Design-Build Contract and to discuss potential technical concepts. The specific rules governing these one-on-one meetings will be included in the RFP. However, should any information provided during these one-on-one meetings result in a need to modify the RFP or draft Design-Build Contract, such modifications will be provided via Addenda.

#### **4.5.3 Proposal Evaluations, Interviews and Selection**

The Department will initially review Proposals for completeness and compliance with the requirements of the RFP. Compliant Proposals will then be evaluated based on the criteria set forth in the RFP.

The Department may, in its sole discretion, conduct discussions and interviews with each Proposer. Once the non-price related factors are evaluated, the Department will consider the price factors and make a determination and ranking on a best value basis.

#### **4.5.4 Negotiations and Design-Build Contract Award**

After the ranking, and in consideration of the reserved rights set forth in Section 4.12 of this RFQ and any additional reserved rights set forth in the RFP, the Department may begin negotiations with the highest-ranked Proposer. If negotiations with the highest-ranked Proposer are unsuccessful, the Department, in its sole discretion, may enter into negotiations with the next highest-ranked Proposer. Upon successful completion of negotiations, all or portions of the Design-Build Entity's SOQ and Proposal will be incorporated into the Design-Build Contract.

Pursuant to Public Contract Code Section 10208(f)(5), upon issuance of a contract award, the Department will publish the name of the Design-Build Entity to which the award is made, along with a statement regarding the basis of the award to its Collaborative Delivery Program web site:

<https://water.ca.gov/Programs/Engineering-And-Construction/Collaborative-Delivery-Program>.

#### 4.5.5 Debriefing Meetings

Once the Department awards and executes the Design-Build Contract with the selected Proposer, the Department will arrange debrief meetings with each of the Proposers, if requested. However, if the Design-Build Contract is not awarded or the procurement is cancelled, no debriefing meetings will be provided by the Department. These debriefing meetings give Proposers and the Department an informal setting to discuss the procurement process.

#### 4.6 Stipends

The Department plans to provide stipends of approximately \$150,000 to unsuccessful but responsive Proposers. A final stipend amount will be established in the RFP. By submitting a Proposal, the Proposer agrees that the Department becomes the owner of all information contained therein and is entitled to use any and all concepts, ideas, and other information contained in the Proposals without limitation.

#### 4.7 Procurement Schedule

The following Table 4-1 sets forth the anticipated procurement schedule and is subject to revisions by Addendum to this RFQ, in the subsequent RFP, or by Addendum to the RFP.

<b>Table 4-1. Procurement Schedule</b>	
<b>Procurement Activity</b>	<b>Date</b>
Issue RFQ	June 30, 2023
Deadline for receipt of Submitter’s written questions and requests for clarifications	July 17, 2023
Deadline for Department’s response to the Submitter request for clarifications to RFQ	July 28, 2023
SOQ Due Date	August 14, 2023
Notice of short-List	September 2023
Issue RFP and Draft Design-Build Agreement	October 2023
Site Visit	October 2023

<b>Table 4-1. Procurement Schedule</b>	
<b>Procurement Activity</b>	<b>Date</b>
One-on-One Meetings with short-listed Submitters	November 2023
Proposal Due Date	December 2023
Interviews	January 2024
Select Design-Build Entity for Negotiations	January 2024
Notice to Begin Work	May 2024

## **4.8 Restrictions and Procurement Conditions**

### **4.8.1 Precontractual Expenses**

The Department assumes no obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse any or all of the costs incurred or alleged to have been incurred by any party in connection with this RFQ, with the subsequent RFP, or in any other way associated with this procurement, except as provided for in Section 4.6. Submitters are solely responsible for all costs and expenses of any nature associated with responding to this RFQ, and if short-listed to the subsequent RFP, including but not limited to attending interviews, briefing(s), travel expenses, and providing supplemental information.

### **4.8.2 Conflicts of Interest**

The Department has developed a Conflict of Interest (COI) policy for DB projects that will be in effect during this procurement. A copy of the COI policy is enclosed in RFQ Appendix B.

The Submitter, Design-Build Entity, Key Participants, and other subconsultants and subcontractors, and employees of such entities must conform to the Department’s COI policy, rules, and regulations as well as the Government Code Sections 1090 et seq. and 81000 et seq.; Title 2 of the California Code of Regulations Sections 18104-18998, and Public Contract Code Sections 10410-412. If any of the above-listed entities or individuals has done any of the following, the Submitter is precluded from submitting an SOQ and from participating in the Project:

- Managed or assisting in the planning of this Project
- Conducted preliminary study, design, or cost estimation services for this Project
- Performed design work related to this Project for the Department or Interested Parties
- Performed work on a previous contract that specifically precludes them from participating as a Submitter or joining a Construction Manager
- Contracted with any other entity or Interested Party to perform oversight on this Project after contract award

- An employee or former employee of any of the foregoing entities who was involved with this Project while serving as an employee of such entity

RFQ Appendix B includes a Conflict of Interest Checklist that may be used by Submitters in screening for potential organizational conflicts of interest. In addition, an entity that is a parent, affiliate, or subsidiary of any of the foregoing entities, or that is under common ownership, control, or management with any of the foregoing entities may be disqualified after the identification and full written disclosure of the organizational financial and other interests to the Department, at the sole discretion of the Department.

If an organizational conflict of interest is identified after award of the Design-Build Contract, the Submitter will make an immediate and full written disclosure of the conflict to the Department that includes a description of the action that the Submitter has taken or proposes to take to avoid, neutralize, or mitigate the conflict.

The Submitter, Key Participants, and employees of such entities who provide DB services for this Project are prohibited from competing for or participating in an agreement to provide construction inspection services for this Project. Subconsultants for surveying and materials testing may provide construction services for other Submitters.

Determination of whether a conflict of interest exists, resulting in an unfair competitive advantage and the resolution of a potential or actual conflict of interest is at the sole discretion of the Department. The Department reserves the right to cancel or amend the resulting Design-Build Contract if the successful Design-Build Entity failed to disclose a potential conflict which it knew or should have known about, if the Design-Build Entity provided information on the Disclosure of Potential Conflict of Interest Certification that is false or misleading, or if the contract was made in violation of Government Code Sections 1090 or 87100.

The Department may determine that an individual working for the Design-Build Entity may be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code § 82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by the Department, such individuals must complete and submit an electronic Form 700 (Statement of Economic Interests) via the Department's electronic filing system or an original hard copy of the Form 700 to the Department's Assistant Filing Officer.

#### **4.9 Ineligible Firms**

The Department has worked with the certain firms to provide guidance and assistance in connection with the Project and this procurement. These firms are prohibited from being a Submitter; from participating in any Submitter team; from providing technical, legal, or financial advice to any Submitter, or directly discussing any aspect of the RFQ, or subsequent RFP, with any Submitter. These firms include the following:

- Brown and Caldwell
- GEI Consultants, Inc.

As such, these firms are not eligible to submit an SOQ or Proposal or to act as a member of any Design-Build Team.

Requests for determination regarding the eligibility of any firm for participation on a Design-Build Team may be submitted in writing to the Designated Contact identified in RFQ Section 4.1.2. The Department determinations are final in this regard.

#### **4.10 Obligations to Keep the Team Intact**

The Department expects all firms comprising a proposed Design-Build Team (Key Participants) and all proposed Key Personnel to be available to provide services for this Project. Submitters are advised that all Key Participants and Key Personnel identified in the SOQ shall remain on the Design-Build Team for the duration of the procurement process through execution of the Design-Build Contract and throughout implementation of the Project except as specified below.

Submitters shall certify that Key Personnel are committed and available to work on the Project. In addition, Submitters shall immediately notify the Department if any Key Personnel or Key Participants become unavailable. Changes to Key Participants and Key Personnel may not be accepted by the Department, unless the Department agrees that a temporary or permanent change is appropriate. If circumstances require a change, the proposed change must be submitted in writing to the Designated Contact, who, at its sole discretion, will determine whether to authorize a change, recognizing that certain circumstances (such as termination of employment or necessary leave) may occur that are beyond the Design-Build Entity's control.

Nonetheless, the Department wants to ensure that Submitters are able to develop and attract the greatest range and depth of expertise as may be necessary to participate in the procurement, design, and construction of the Project in an innovative, effective, and efficient manner. Accordingly, during the Proposal phase, the Department will permit Proposers to **add** team members in order to enhance the Proposer's team. The proposed addition must be submitted with the Proposal, along with the information required in Design-Build Entity Profile Questionnaire and Certification (RFQ Appendix C), to the Designated Contact. The Department, in its sole discretion, will determine whether to authorize the requested addition.

#### **4.11 In-Person Meetings Required**

The Design-Build Entity shall require Key Personnel and Key Participants to meet in-person with the Department to facilitate a cooperative project development process and the regular interaction necessary for the exchange of information following execution of the Design-Build Contract. It is expected that Key Personnel and Key Participants will be available for in-person meetings with the Department in the Sacramento Area during key times during the Project as will be further defined in the RFP and draft Design-Build Contract.

#### **4.12 Department Reserved Rights**

The issuance of this RFQ constitutes only an invitation to present qualifications. This RFQ does not commit the Department to entering into the Design-Build Contract or proceeding with the procurement or design

and construction of the Project. The Department reserves to itself all rights and discretion available to it under the Public Contract Code and other applicable law, including without limitation, the actions listed below. The Department may act, at its sole discretion, with or without cause and with or without notice any of the following:

- Withdraw or cancel this RFQ or the subsequent RFP at any time prior to the execution by the Department of a Design-Build Contract, without incurring any cost obligations or liabilities (with the exception of the conditions described in Section 4.6), with or without substitution of another RFQ for any reason whatsoever.
- Supplement, amend, or otherwise modify this RFQ or the subsequent RFP via Addenda, prior to the date of submission of the SOQs or Proposals, respectively. Amend any of the services set forth herein or in the subsequent RFP to remove services, or to include services not currently contemplated at any time prior to execution of the Design-Build Contract. The Department reserves the right to modify the procurement schedule (identified in RFQ Section 4.7) and Project schedule (identified in RFQ Section 2.6) as necessary.
- Issue a new RFQ or subsequently, a new RFP.
- Waive any immaterial informalities, irregularities, defect, technicality, or omissions in a SOQ or Proposal.
- Reject any or all SOQ submittals or subsequent Proposals found to be nonresponsive (i.e., irregular, incomplete, conditional, or not in compliance with, or not responsive to the requirements and instructions contained herein). A SOQ or Proposal may be found to be nonresponsive for reasons including, but not limited to, failure to strictly comply with the criteria stated herein, failure to meet Non-Scored Selection Criteria, failure to submit information needed to evaluate the SOQ based on the evaluation criteria, incomplete SOQs, failure to provide or complete required forms, improper signatures, submittal of more than one SOQ by the same firm, or evidence of collusion.
- Terminate evaluations of all SOQs and Proposals.
- Require additional information from one or more of the Submitters and to conduct clarification discussions, at any time, to supplement or clarify the SOQs or Proposals submitted.
- Conduct investigations with respect to the information provided by any Submitter regarding the qualifications, experience, and other information provided.
- Conduct reference checking including all reference information submitted with a SOQ and other references identified by the Department.
- Visit and inspect any of the projects referenced in any of the SOQs and to observe and inspect the operations at such projects.
- Determine which Submitters will be short-listed for receipt of the RFP.
- Determine that any or all of the Submitters will not be short-listed for receipt of the RFP.

- Approve or disapprove of the use of Key Participants and Key Personnel and any substitutions or changes to Key Participants or Key Personnel from those identified in the SOQ or Proposal.
- Negotiate with the next highest-ranked Proposer if negotiations with the highest-ranked Proposer are unsuccessful.
- Decide not to award a Design-Build Contract as a result of this procurement process for any reason whatsoever.
- Comply with CEQA by, among other things: (i) modifying the Project as may be necessary; (ii) selecting feasible alternatives and mitigation measures to avoid or reduce significant environmental impacts; (iii) balancing the benefits of the Project against any significant environmental impacts prior to taking final action if such significant impacts cannot otherwise be avoided; and/or (iv) determining not to proceed with the Project.

These rights and reservations do not in any way limit the rights and reservations that the Department may set forth in the RFP.

#### **4.13 Department Disclaimers**

In issuing this RFQ and undertaking the procurement process contemplated hereby including issuing the RFP, the Department specifically disclaims the following:

- Any obligation to award or execute a Design-Build Contract pursuant to the RFQ and RFP
- Any obligation to award or execute a Design-Build Contract in the event the “no build” alternative is selected during the environmental/CEQA process
- Subject to RFQ Section 4.6 any obligation to reimburse a Submitter for any costs it incurs under this procurement

In submitting a SOQ in response to this RFQ, the Submitter is specifically acknowledging these disclaimers.

#### **4.14 Challenges**

The decisions of the Department as to Submitter short-listing, Proposer selection, and the subsequent award of the Design-Build Contract shall be final and shall not be appealable, reviewable, or reopened before the Department in any way.

#### **4.15 Public Records Act**

Documents submitted in response to this RFQ are subject to the provisions of the California Public Records Act (Government Code Section 7920 et seq.) and Public Contract Code Sections 10165 and 10208(b)(4)(B). The questionnaires and financial statements are not public records and are not open to public inspection.

With the exception of questionnaires and financial statements, all other documentation and submittals provided to the Department by a Submitter may be considered disclosable public documents under Government Code Section 7920 et seq. upon execution of the Design-Build Contract. The Department will use reasonable efforts to ensure that the questionnaires and financial statements submitted by the non-

successful Submitter(s) will, to the extent permitted by law, remain confidential. After a Design-Build Contract is executed or the procurement is terminated, the Department will return this information to the Submitter or destroy it. The Submitter(s) recognize and agree that the Department will not be responsible or liable in any way for any losses that a Submitter may suffer from the disclosure of information or materials to third parties.

Any additional materials requested by the Submitter to be treated as confidential documents, proprietary information, or trade secrets must be clearly identified as such and readily separable from the balance of the SOQ by the Submitter and labeled and addressed in the same manner specified for the provided in the Design-Build Entity Profile Questionnaire and Certification (RFQ Appendix C). Such designations will not necessarily be conclusive, and Submitters may be required to justify why such material should not, upon written request, be disclosed by the Department under the Public Records Act. All costs incurred by Submitters associated with any public records request are the responsibility of the Submitters.

In the event of arbitration or litigation, materials requested by the Submitter to be treated as confidential documents, proprietary information, or trade secrets, including other documents may be subject to discovery, and the Department assumes no responsibility for safeguarding the documents unless the Submitter has obtained an appropriate protective order issued by the arbitrator or the court. In the event of an order or warrant issued by a Court or regulatory body that seeks the designated records, the Department assumes no responsibility for safeguarding the documents, but will provide notice to the Submitter of the order prior to producing any documents.



## 5 EVALUATION CRITERIA

This Section outlines the evaluation factors for the RFQ phase of the Procurement. This information is intended to assist the Submitters in organizing their teams and preparing their SOQs.

### 5.1 SOQ Scoring and Evaluation Factors

The information submitted in accordance with RFQ Section 7 will be evaluated in accordance with RFQ Sections 4, 5, and 6.

#### 5.1.1 Non-Scored Criteria

Table 5-1 lists the Non-Scored Selection Criteria. The Department will evaluate required Submittals against these criteria on a pass/fail basis. For an SOQ to achieve a passing rating, each of the following categories shall meet the minimum requirements in Table 5-1.

<b>Table 5-1. Non-Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>Legal</b></p> <ul style="list-style-type: none"> <li>• The information disclosed in the SOQ Section 8: Attachments 3.2 Design-Build Entity Profile Questionnaire and Certification; 3.3 Guarantor Acknowledgment; 3.4 Skilled and Trained Workforce Commitment; 3.5 Non-Disclosure Agreement; and 3.6 Submitter’s Agreement and Certification does not materially adversely affect the Submitter’s ability to carry out the Project responsibilities potentially allocated to it.</li> <li>• All members of the Submitter have agreed to be jointly and severally liable to the Department for the performance under the Design-Build Contract (RFQ Appendix A: Form A and B).</li> <li>• A signed Skilled and Trained Workforce Commitment (RFQ Appendix A, Form F), committing the Design-Build Entity to a skilled and trained work force.</li> <li>• The information disclosed in the SOQ, including the Submitter’s Organization Information (RFQ Appendix A, Form D) does not materially adversely affect the Submitter’s ability to carry out the Project responsibilities potentially allocated to it.</li> <li>• The participation of the Design-Build Team in the Project will not give rise to an actual or potential conflict of interest except as may be acceptable to the Department. SOQ Attachment 3.1.</li> <li>• Submitter does not have a history of legal or regulatory violations, failure to complete contracts, or other legal actions that could adversely affect its ability to complete the Project SOQ Attachment 3 (RFQ Appendix C).</li> </ul>	Pass/Fail

<b>Table 5-1. Non-Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>Financial Capacity</b></p> <p>The Submitter has demonstrated its financial capability to carry out the Project responsibilities potentially allocated to it, as demonstrated by the materials provided in SOQ Attachment 3, including but not limited to all the following:</p> <ul style="list-style-type: none"> <li>• Submitter has demonstrated that its surety and insurance company(ies) are admitted to do business in the State of California.</li> <li>• Submitter had demonstrated its surety and insurance company(ies) are rated in the top two categories by two nationally recognized rating agencies or have a rating from A.M. Best Financial Strength Rating of A- or better.</li> <li>• Submitter has demonstrated its ability to provide bonds in accordance with RFQ Section 3.2.6 in an amount equal to or exceeding the amount set forth in RFQ Section 7.8.3.</li> <li>• Submitter has provided evidence of capability to provide the required insurance as provided in Appendix G.</li> <li>• Submitter has demonstrated the capitalization, insurance, and bonding capacity necessary to indemnify the State and its officers, directors, agents, representatives, attorneys, and employees, and each of them for any claims arising out of or related to the Design-Build Entity’s acts and omissions.</li> <li>• Submitter has demonstrated the proposed Design-Build Entity’s financial resources and capacity to enter into a Design-Build Contract and successfully complete the Project.</li> <li>• The Submitter has demonstrated the resources and financial capacity of its Guarantor to fully and unconditionally guarantee the obligations of the Design-Build Entity under the Design-Build Contract.</li> </ul>	Pass/Fail
<p><b>Safety Record</b></p> <ul style="list-style-type: none"> <li>• Experience Modification Rate most recent three-year (3-year) period is an average of 1.00 or less.</li> <li>• Average total recordable injury/illness rate and average lost work rate for the most recent three-year (3-year) period does not exceed the applicable statistical standards for its business category, or if the applicable party is a party to an alternative dispute resolution system as provided for in Labor Code Section 3201.5.</li> <li>• If the Submitter is a joint venture the submitter shall provide the safety information for all members of the joint venture. Each member must meet the pass/fail criteria for safety.</li> </ul>	Pass/Fail

**5.1.2 Scored Criteria**

The following Table 5-2 lists the Scored Selection Criteria as well as the maximum points that can be received by a Submitter against each criterion. The outcome of the reference checks will be factored into the applicable scoring criteria described in Table 5-2.

<b>Table 5-2. Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>1. Team Organization and Capacity to Complete the Work</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter’s Project organization charts illustrate clear lines of communication, clear definition of roles and responsibilities (Key Personnel and firms), and continuity across design, construction, and startup/commissioning</li> <li>• The extent to which estimated percent staff commitments and identified backup staff demonstrate adequate resources and depth of staff to deliver the Work across multiple sites simultaneously</li> <li>• The extent to which Submitter demonstrates a record of completing contracts on time and within the Agreed Price, and a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration</li> <li>• The extent to which submitted information (organization charts, resumes, and Project descriptions) demonstrates team members (Key Personnel and Key Participants) have a history working successfully together on previous projects</li> </ul>	15 points
<p><b>2. Project Management Capabilities</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter and Submitter’s proposed Design-Build Manager have demonstrated the ability to plan, organize, perform, and execute the Work as demonstrated on previous, similar projects</li> <li>• The extent to which the proposed Design-Build Manager has demonstrated experience delivering projects to meet fixed deadlines</li> <li>• The extent to which the proposed Design-Build Manager has demonstrated effective communication capabilities</li> <li>• The extent to which the proposed Project Administrator has demonstrated experience complying with detailed reporting requirements, preparing pay applications, tracking submittals, and complying with other relevant administrative requirements</li> <li>• The extent to which Submitter’s management approach demonstrates an understanding of significant Project risks and an effective approach to managing them</li> <li>• The extent to which Submitter and Submitter’s proposed Design-Build Manager and Safety Manager have demonstrated the ability to effectively manage safety</li> <li>• The extent to which Submitter has demonstrated a commitment to quality via its approach to development and implementation of Quality Assurance/Quality Control for this Project, and the specific experience and qualifications of the proposed Project Quality Manager</li> </ul>	25 points

<b>Table 5-2. Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>3. Collaboration and Effective Use of Design-Build</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which Submitter has demonstrated an effective approach to working effectively with the Department and to integrating the Design-Build Team with the Department’s Project team to form an efficient and effective Project organization</li> <li>• The extent to which Submitter has demonstrated the Design-Build Team’s experience with Fixed-Price Design-Build, and Progressive Design-Build</li> </ul>	25 points
<p><b>4. Team Technical Qualifications and Experience</b></p> <p>In evaluating Submittals against this criterion, the Department will consider the extent to which Submitter has demonstrated experience and past performance (firm-level and Key Personnel) in the following technical areas:</p> <ul style="list-style-type: none"> <li>• Demonstrated experience with designing, constructing, and installing infrastructure to support EV charging projects.</li> <li>• Demonstrated experience with procuring, installing, and commissioning EV charging stations.</li> <li>• Demonstrated ability to sequence, schedule, and deliver work across several distributed sites simultaneously, including coordinating and communicating across multiple construction teams.</li> <li>• Demonstrated experience working at project sites and within facilities that must remain in operation during construction.</li> <li>• Demonstrated experience coordinating work with multiple stakeholders including the United States Bureau of Reclamation, and others.</li> <li>• Engineer of Record’s and design team’s experience with civil (trenching, curb and gutter, pavement, parking), structural, electrical design and ADA compliance. Engineer of Record must provide evidence of holding an up-to-date Professional Engineer License in California.</li> <li>• Lead Electrical Engineer’s experience and compliance with the RFQ requirements in Section 7.8.1</li> <li>• Lead Electrical Vehicle Charging Engineer’s experience and compliance with the RFQ requirements in Section 7.8.1</li> <li>• Construction firm, Construction Manager, and Construction Superintendent’s demonstrated experience delivering work and managing field staff across multiple sites, concurrently.</li> <li>• Quality Manager’s demonstrated experience managing development of and delivery of a comprehensive Quality Assurance and Quality Control Plan on a DB project.</li> <li>• Safety Manager’s demonstrated experience demonstrated experience maintaining safe project delivery across multiple sites, concurrently and with specific emphasis on electrical work and work at active, operational sites.</li> </ul>	25 points

<b>Table 5-2. Scored Selection Criteria</b>	
<b>Criterion</b>	<b>Pass/Fail</b>
<p><b>5. Project Understanding and General Approach</b></p> <p>In evaluating Submittals against this criterion, the Department will consider:</p> <ul style="list-style-type: none"> <li>• The extent to which the Submitter demonstrates an understanding of important Project elements, the Department’s objectives for the Project, and the Department’s objectives for DB delivery</li> <li>• The extent to which the Submitter demonstrates an understanding of the complexities of working across multiple sites, concurrently</li> <li>• The extent to which the Submitter understands the complexities of construction at sites and within facilities that must remain in operation during construction</li> <li>• The extent to which the Submitter demonstrates ability to construct work on a constrained construction limits to avoid environmental impacts</li> <li>• The extent to which the Submitter demonstrates experience working with clients with limited DB experience</li> <li>• The extent to which the Submitter demonstrates experience and understanding of electric vehicle fleet management and usage considering traffic patterns between multiple, distributed sites</li> <li>• The extent to which the Submitter demonstrates experience fulfilling commitments to SB/MB or DBVE subcontractors in previous contracts</li> </ul>	<p>10 points</p>
<b>Available Points Total</b>	<b>100 points</b>

## 6 GENERAL SOQ SUBMITTAL REQUIREMENTS

### 6.1 General Intent and Confidential Information

Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the specific submittal information requirements in RFQ Section 7. Submitters shall only submit the information requested. Documentation that is difficult to read may be rejected and may lead to disqualification.

If the Submitter believes certain information in its SOQ to be exempt records under the Public Records Act and Submitter wishes to protect that information from disclosure, the Submitter shall mark such information as provided in RFQ Section 4.15.

### 6.2 Contents, Quantities, Deadline (Date and Time) and Location

**Contents.** SOQ Submittal shall include the following:

- SOQ, Sections 1–7 and SOQ Section 8: Attachments 1 and 2 (Key Personnel Information, Resumes and Project Descriptions)
- Separate Sealed Envelope, SOQ Section 8: Attachment 3 (Design-Build Entity Profile Information)
- Separate Sealed Envelope, SOQ Section 8: Attachment 4 (Comments on Project Concepts)

**Quantities.** Submitter shall provide:

- One (1) original hard copy with wet signature of the entire SOQ Submittal (SOQ and items in Separate Sealed Envelopes)
- One (1) electronic copy of the entire SOQ Submittal (SOQ and “Separate Sealed Envelope” items in separate folders) on a universal serial bus (USB) flash drive

The above must be delivered to the Department in accordance with the instructions below. The outside of the sealed package containing the original and hard copies shall be clearly identified and labeled as follows:

- Return address: Submitter’s name, contact person’s name, email address, and mailing address
- Date of submittal
- Contents labeled as “PROJECT REFERENCE NO. DB-2023-1,” “Statement of Qualifications,” and “DO NOT OPEN”

**Deadline and Location.** All contents of the hard copy original SOQ submittal shall be received by **3 p.m. Pacific Time** on the day specified in Table 4-1 Procurement Schedule and delivered to the following:

California Department of Water Resources  
Division of Engineering – Collaborative Delivery Program  
Attention: William M. Verigin, Jr., Collaborative Delivery Manager  
715 P Street, 4th Floor  
Sacramento, California 95814  
Email: [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov)

The electronic copy of the SOQ shall be in searchable PDF format and shall be submitted along with the required hard copies on a USB flash drive.

SOQ submittals will be considered non-responsive if all required copies are not received in the specified location by the date and time specified in this RFQ. Fax copies of the SOQ will not be accepted. Any SOQ that fails to meet the deadline will be rejected without opening, consideration, or evaluation and will be returned, unopened, to the sender.

### **6.3 SOQ Format Requirements, SOQ Organization, and Page Limits**

A Submitter's SOQ format shall adhere to the requirements outlined below:

- The overall page limit for SOQ Sections 3, 4, 5, 6, and 7 is 40 pages. The overall page limit excludes the front and back cover pages, section dividers, Section 1 (in its entirety), Section 2 (in its entirety) and Section 8: SOQ Attachments (in its entirety).
- The sections shall consist of 8 ½-by-11-inch pages, except for charts, exhibits, and other illustrative and graphical information, which may be submitted on 11-by-17-inch paper if desired and folded to 8 ½-by-11-inch.
- The 11-by-17-inch pages will count as two (2) pages.
- Text shall be in a standard font that is a minimum of 11 points in size. A smaller font size is acceptable for captions, tables, charts, and graphic elements, so long as it is legible.
- Each page shall be numbered consecutively within each section (i.e., 1-1, 1-2, 2-1, 2-2., etc.), and the page numbers shall be centered at the bottom of each page.
- Electronic submittals should be bookmarked according to the Section and subsections identified in Table 6-1 below.
- Electronic submittals should be in PDF format set for printing on standard equipment and paper sizes without printer adjustment. Maximum file size for individual PDF files is 25MB.
- All SOQ pages shall be easily reproducible in black and white by standard photocopying machines.

<b>Table 6-1. SOQ Organization and Page Limits</b>	
<b>SOQ Section</b>	<b>Page Limits and Format Requirement</b>
Front and back Cover Pages and Dividers	<ul style="list-style-type: none"> <li>• Cover pages do not count towards the overall page limit</li> <li>• The front cover of each SOQ shall be labeled with “Electric Vehicle Charging Stations Project Phase III” “Statement of Qualifications,” and the date of submittal.</li> <li>• The hard copy original shall be identified on its front cover, in the upper righthand corner as (Original)</li> <li>• Page dividers shall be used between sections and do not count towards the overall page limit</li> </ul>
<b>SOQ Section 1: Transmittal Letter</b>	
Transmittal Letter (RFQ Appendix A, Form A): Submitter SOQ Certification (RFQ Appendix A, Form B)	Does not count towards the overall page limit
<b>SOQ Section 2: Executive Summary</b>	
Narrative	2-page limit Does not count towards the overall page limit
<b>SOQ Section 3: Team Organization and Capacity to Conduct the Work</b>	
3A – Firm Overview	Counts towards the overall page limit
3B – Organization Charts and Past Experience Working Together	
3C – Capacity to Conduct the Work	
<b>SOQ Section 4: Project Management Experience and Capabilities</b>	
Narrative	Counts towards the overall page limit
<b>SOQ Section 5: Collaboration and Effective Use of Design-Build</b>	
Narrative	Counts towards the overall page limit
<b>SOQ Section 6: Technical Experience</b>	
Narrative	Counts towards the overall page limit
<b>SOQ Section 7: Project Understanding and General Approach</b>	
Narrative	Counts towards the overall page limit



<b>Table 6-1. SOQ Organization and Page Limits</b>	
<b>SOQ Section</b>	<b>Page Limits and Format Requirement</b>
<b>SOQ Section 8: Attachments</b>	
SOQ Attachment 1 – Key Personnel Information and Resumes <ul style="list-style-type: none"> <li>• 1.1 – Proposed Key Personnel Information (RFQ Appendix A, Form C)</li> <li>• 1.2 – Key Personnel Resumes</li> </ul>	2-page limit for each resume Does not count towards the overall page limit
SOQ Attachment 2 – Project Descriptions (RFQ Appendix A, Form D)	4-page limit per Project Description Does not count towards the overall page limit
SOQ Attachment 3 – Design-Build Entity Profile Information <ul style="list-style-type: none"> <li>• 3.1 – Disclosure of Potential Organizational Conflict of Interest Statement (RFQ Appendix B)</li> <li>• 3.2 – Design-Build Entity Profile Questionnaire and Certification (RFQ Appendix C)               <ul style="list-style-type: none"> <li>○ Identification of Submitter</li> <li>○ Design-Build Entity, Key Participants and Key Personnel</li> <li>○ Contracting, Criminal, and Licensing history; Debarment; and Bankruptcy</li> <li>○ Additional Documentation Required</li> <li>○ Design-Build Entity Profile Certification</li> <li>○ Key Participant Profile Questionnaire</li> </ul> </li> <li>• 3.3 – Guarantor Acknowledgement (RFQ Appendix A, Form E)</li> <li>• 3.4 – Skilled and Trained Workforce Commitment (Appendix A, Form F)</li> <li>• 3.5 – Non-Disclosure Agreement (RFQ Appendix A, Form G)</li> <li>• 3.6 – Submitter’s Agreement and Certification (RFQ Appendix D)</li> </ul>	<p style="text-align: center;"><b><i>Submit in Separate Sealed envelope</i></b></p> Does not count towards the overall page limit
SOQ Attachment 4 – Comments on Project Concepts	<p style="text-align: center;"><b><i>Also submit in Separate Sealed envelope</i></b></p> Does not count towards the overall page limit

## **7 REQUIRED SOQ CONTENT**

The Submitter will need to demonstrate, through its SOQ, that its proposed Design-Build Entity will have the financial and technical ability to design, permit and construct the Project to all appropriate standards and to otherwise comply with its obligations in respect of the Project under the Design-Build Contract.

This Section describes specific information that must be included in the Submitter's SOQ. SOQs must follow the submittal format, outline, and specifications summarized in RFQ Section 6. The Submitters shall provide brief, concise information that addresses the requirements of the Project consistent with the evaluation factors described in RFQ Section 5. All information provided in the SOQ shall be certified under penalty of perjury.

Submitters are instructed to limit the information included in the SOQ to the information necessary to demonstrate their technical and financial qualifications for the Project, and any other information specifically requested herein. The Department is not interested in receiving marketing brochures, generic narratives or lists of experience unless directly related to the SOQ and referenced in the text.

### **7.1 SOQ Section 1: Introduction**

The Submitter shall complete Form A Transmittal Letter (provided in RFQ Appendix A). A duly authorized representative of the Submitter's organization shall sign the letter. If the Submitter is a partnership, limited partnership, joint venture, or other association, all members of the Submitter shall agree to be jointly and severally liable to the Department for the performance under the Design-Build Contract by executing Form A, Transmittal Letter.

The Submitter shall complete Form B Submitter SOQ Certification (provided in RFQ Appendix A) and attach it to the Transmittal Letter. The Submitter SOQ Certification verifies the accuracy of the information submitted as part of the SOQ. If the Submitter is a joint venture, proprietorship, partnership, limited liability partnership, corporation, professional corporation, limited liability company, business association, or other legal entity however organized, each entity shall complete Form B, Submitter SOQ Certification (provided in RFQ Appendix A).

### **7.2 SOQ Section 2: Executive Summary**

The Submitter shall provide an executive summary briefly describing its understanding of the Project; its proposed team; and its qualifications to design, construct, and provide other required services for the Project.

### **7.3 SOQ Section 3: Team Organization and Capacity to Conduct the Work**

The Submitter shall explain how it intends to organize its team to effectively deliver the Work.

#### **7.3.1 SOQ Section 3A – Firm Overview**

Submitter shall identify and briefly describe Submitter's firm and any other Key Participants it is including on its proposed team. Narratives shall briefly identify Submitter and each Key Participant, their role as applicable during design and construction, and their capabilities. Include license and registration numbers,

as applicable for each subcontractor. (See Appendix C: Design-Build Entity Profile Questionnaire and Certification).

### **7.3.2 SOQ Section 3B – Organization Charts and Past Experience Working Together**

Submitter shall include organization charts illustrating roles and responsibilities of Submitter, Key Participants, and Key Personnel during design and construction. Organization charts shall identify:

- Roles and responsibilities (showing Key Personnel and firm affiliations)
- Reporting relationships within Submitters team
- Reporting relationships with the Department
- How Submitter’s team will change from design to construction

A brief narrative explaining the rationale for Submitter’s proposed organization shall also be included in this section. Submitter shall also specifically describe the experience of Key Participants and Key Personnel working together on past projects with reference to the Project Descriptions included in SOQ Attachment 2 as applicable.

### **7.3.3 SOQ Section 3C – Capacity to Conduct the Work**

Submitter shall provide a narrative description of **how** Submitter will ensure sufficient staffing, field crews, and other resources to complete the Work. Specifically address managing and resources to complete construction across multiple sites simultaneously. Where outside resources are required, such as construction equipment, discuss how you will work to assure its availability when needed.

Submitter shall include a table showing estimated time commitment (%) for each Key Personnel. If a Key Personnel’s commitment varies substantially between design and construction, separate percentages or a narrative explanation shall also be provided.

Submitter shall also discuss how its experience on past projects demonstrates a record of successfully completing contracts within the contract price and schedule, as well as a record of managing contracts to minimize delays, claims, dispute proceedings, litigation, and arbitration. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) as appropriate.

## **7.4 SOQ Section 4: Project Management Experience and Capabilities**

Submitter shall provide four narrative descriptions addressing the following:

- The proposed Design-Build Manager’s ability to plan, organize, perform, and execute the Work, including the effective use of subcontractors, and how the Design-Build Manager will work effectively with the proposed Project Administrator. Specifically address:
  - The proposed Design-Build Manager’s experience managing work across the design and construction phases. Specifically address the Design-Build Manager’s experience planning and managing work that must occur across multiple sites simultaneously.

- The proposed Design-Build Manager’s experience successfully leading teams and communicating within its team and with client organizations.
- The proposed Design-Build Manager’s effective management of risk on previous projects and Design-Build Manager’s understanding of major risks for this Project. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) and proposed Design-Build Manager’s resume (SOQ Attachment 1) as appropriate.
- The project management systems and tools that the proposed Design-Build Entity will use to manage the Project’s scope, schedule, budget, and resources, including personnel and other resources required for construction. The narrative shall also discuss tools used to identify and manage project risks. Specifically address tools that will be used to track the progress of required submittals under the Design-Build Contract. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) as appropriate.
- The proposed Design-Build Manager’s, proposed Construction Manager’s, and proposed Safety Manager’s experience effectively managing safety on other projects. Briefly discuss the safety program and policies, and overall approach that the proposed Design-Build Entity routinely implements on projects. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) and resumes (SOQ Attachment 1) as appropriate.
- The proposed Design-Build Manager’s, proposed Design-Manager’s, proposed Construction Manager’s, and proposed Quality Manager’s demonstrated successful commitment to quality management, including both quality assurance and quality control. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) and resumes (SOQ Attachment 1) as appropriate.

### **7.5 SOQ Section 5: Collaboration and Effective Use of Design-Build**

Submitter shall provide two narrative discussions addressing the following:

- Submitter’s proposed approach to
  - Assuring an effectively integrated design and construction team
  - Working and communicating effectively with the Department
  - Integrating the Design-Build Team with the Department’s Project team to form an efficient and effective Project organization
- Submitter’s experience with collaborative delivery methods including but not limited to Fixed-Price Design-Build and Progressive Design-Build. Information provided in this section may refer to Project Descriptions (SOQ Attachment 2) and resumes (SOQ Attachment 1) as appropriate.

### **7.6 SOQ Section 6: Technical Experience**

Submitter shall provide narrative discussions describing proposed team experience (Submitter, Key Participants, and Key Personnel) in the following technical areas:

- Designing, constructing, and installing infrastructure to support EV charging projects
- Sequencing, scheduling, and delivering work across several distributed sites simultaneously, including coordinating and communicating across multiple construction teams
- Working at project sites and within facilities that must remain in operation during construction
- Demonstrated experience coordinating work with multiple Interested Parties including the United States Bureau of Reclamation, and others
- Civil (trenching, curb and gutter, pavement, parking) and electrical design as well as communications and ADA compliance as they relate to EV charging projects
- Power distribution design in compliance with applicable codes, including experience designing voltage drops, and outdoor routing of electrical conduit
- Experience with the California Division of the State Architect and Office of the State Fire Marshal

Narratives shall include reference to Project Descriptions (SOQ Attachment 2) and resumes (SOQ Attachment 1), as applicable.

### **7.7 SOQ Section 7: Project Understanding and General Approach**

Submitter shall provide narratives describing its understanding of the Project and its general approach to addressing Project challenges. The narrative, at a minimum, shall address:

- Submitter's understanding of the Project scope and objectives including key aspects of the Work
- How Submitter intends to effectively use DB delivery to ensure a successful Project and meet the Project schedule, considering the Department's Objectives listed in Section 1.3
- Approach to working across multiple sites, concurrently
- Approach to working at sites and within facilities that must remain in operation during construction
- Approach to constructing work on a Project site with constrained construction limits put in place to avoid environmental impacts
- Approach, best practices, and lessons learned working with clients with limited DB experience
- The top construction risks of the Project, the Submitter's understanding of those risks, and potential measures to address or mitigate those risks
- The top design risks of the Project, the Submitter's understanding of those risks, and potential measures to address or mitigate those risks
- Measures Submitter proposes to take to foster a collaborative team relationship with the Department
- How the proposed Design-Build Team members have fulfilled commitments to SB/MB or DBVE subcontractors in previous contracts, and how the proposed Design-Build Entity plans to partner with them in the Design-Build Contract

## 7.8 SOQ Section 8: Attachments

### 7.8.1 SOQ Attachment 1 – Key Personnel Information and Resumes

#### SOQ Attachment 1.1 – Proposed Key Personnel Information

Using Form C, Proposed Key Personnel Information (provided in RFQ Appendix A), list appropriate information for each Key Personnel position.

Key Personnel, at a minimum, shall include the following roles; however, Submitter may propose that an individual fill more than one role based on Submitter's understanding of the needs of the Project:

- **Design-Build Manager.** The individual that will be in responsible charge of providing all required services under the Design-Build Contract throughout design and construction. The Design-Build Manager shall have sufficient experience and qualifications necessary to properly manage the Work in accordance with the Design-Build Contract and shall act as the primary point of contact with the Department on behalf of the Design-Build Entity. The Design-Build Manager shall be responsible for ensuring adequate personnel and other resources are made available for the Project, will handle contractual matters, and will be responsible for the quality and timeliness of the team performance. The Design-Build Manager shall have the authority to supervise Work and to stop Work that does not meet the standards, specifications, or criteria established for the Project. Ideally, the Design-Build Manager will have a minimum of 10 years of experience managing utility projects including EV charging projects, and experience with DB delivery.
- **Project Administrator.** The Project Administrator shall be responsible for supporting the Design-Build Manager with respect to submittal management and Design-Build Contract compliance. Preferably, the Project Administrator will have a minimum of 5 years' experience in similar roles as well as experience working with the Department on previous projects.
- **Design Manager/Engineer of Record.** The individual that will be responsible for the design. The Engineer of Record shall be a licensed, professional engineer in the State of California prior to the submittal date of the SOQ. Ideally, the Design Manager will have a minimum of 5 years of experience managing the design of projects similar in scope and complexity to this Project, as well as experience with DB delivery.
- **Lead Electrical Engineer.** The individual who will plan and manage the electrical design and coordination of power supply requirements with electric utilities as appropriate. The lead electrical engineer must have a Professional Electrical Engineer License in California. Ideally, the lead electrical engineer must have a minimum of 5 years' experience leading electrical planning and design efforts similar to those that will be required for the Project.
- **Lead Electrical Vehicle Charging Station Manager.** The individual that will define and optimize the type and number of charging stations at each site, as appropriate and per the minimum requirements defined in the RFP. This individual will need to perform an analysis that demonstrates the number of vehicles that each site will be able to support based on vehicle usage history that will be provided by the Department. The Lead Electrical Vehicle Charging Station Manager must have demonstrated

experience and understanding of electric vehicle fleet management and usage considering electric vehicle traffic patterns between multiple, distributed sites.

- **Construction Manager.** The individual that, if different from the overall Design-Build Manager, will be in charge of construction. Unless this role is fulfilled by the overall Design-Build Manager, the Construction Manager shall report directly to the Design-Build Manager. The Construction Manager shall be in the field during all construction activities. The Construction Manager shall be responsible for assuring construction is in accordance with the Design-Build Contract, the Design-Build Entity's design, and other project requirements. Ideally, the Construction Manager will have a minimum of 10 years of experience managing utility site construction including trenching, installation of conduit and power cable, installation of foundation footings, and site restoration. Ideally, the Construction Manager's experience will also include managing work across multiple, distributed sites under tight deadlines.
- **Construction Superintendent(s).** The individuals who will manage day to day construction at the sites. Ideally, the Construction Superintendents will have a minimum of 10 years of experience supervising day-to-day utility site construction including trenching, installation of conduit and power cable, installation of foundation footings, and site restoration.
- **Quality Manager.** The individual responsible for developing and overseeing implementation of the Design-Build Manager's Quality Management Plan(s) for both design and construction. The Quality Manager, or designee, shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Design-Build Manager, the Quality Manager will report directly to the Design-Build Manager but if Submitter's proposed organization includes a single Design-Build Manager/Construction Manager, the Quality Manager shall report directly to the Design-Build Entity's executive responsible for overseeing the Project) and shall have the authority to stop construction that does not meet requirements. Ideally, the Quality Manager will have a minimum of 5 years of experience developing Quality Management plans and overseeing design and construction quality.
- **Safety Manager.** The Safety Manager is responsible for the development and implementation of site safety plans for the Project. The Safety Manager shall report independently from those responsible for production during construction (i.e., if there is Construction Manager in addition to an overall Design-Build Manager, the Safety Manager will report directly to the Design-Build Manager, but if Submitter's proposed organization includes a single Design-Build Manager/Construction Manager, the Safety Manager will report directly to the Design-Build Manager's executive responsible for overseeing the Project) and shall have the authority to stop construction. Ideally, the Safety Manager will have a minimum of 5 years of construction safety management experience, including developing, implementing, and managing safety programs, and maintaining compliance with safety regulations.
- **Additional Key Personnel Proposed by Submitter.** The Submitter is encouraged to add, in its sole discretion, additional Key Personnel in its SOQ. Additional Key Personnel that are proposed should provide added value to the Department to meet and exceed the established Project Objectives. For any Key Personnel added by the Submitter, the Submitter must include a resume.

### **SOQ Attachment 1.2 – Key Personnel Resumes**

Submitter shall provide resumes for each individual designated as Key Personnel. If an individual fills more than one Key Personnel role, only one resume is required. Resumes for Key Personnel shall include the following items on each resume:

- Relevant licensing and registration, including registration as required in the State of California.
- Years of experience performing similar work.
- A minimum of three professional references, including current contact information for the references.
- Actual work examples (include the capacity on the project in which the person worked (e.g., lead design engineer, utility coordinator), including duties performed and percent of time on the job. For each project listed provide the following information:
  - Name of the project and the owner’s contact information (project manager name, phone number, email address). If the owner’s project manager is no longer with the owner, provide an alternative contact that is familiar with the project. The alternative contact shall have played a leadership role for the owner during the project.
  - Dates of work performed on the project.
- Licenses: All licenses and registrations held by Key Personnel at the time of SOQ submittal, including date(s) obtained, type, number, classification, issuing agency, and expiration date.

### **7.8.2 SOQ Attachment 2 – Project Descriptions**

Using Form D Project Descriptions (provided in RFQ Appendix A), show Submitter’s team (Submitter, Key Participants, and Key Personnel) experience by providing at least three (3) but no more than five (5) project descriptions. For projects where Submitter and one or more Key Participants were involved, Submitters may provide a combined project description listing multiple firms, firm roles, etc. Highlight experience in the past 10 years on projects having a scope of work comparable to that anticipated for the Project, with an emphasis on more recent projects.

Project Descriptions should highlight the types of experience described in SOQ Sections 3 and 4 of Submitter’s SOQ and provide contact information for owner references for each project.

### **7.8.3 SOQ Attachment 3 – Design-Build Entity Profile Information**

#### **SOQ Attachment 3.1 – Disclosure of Potential Organizational Conflict of Interest Statement**

The Submitter must complete the Disclosure of Potential Conflict of Interest Statement (Disclosure Statement) included in RFQ Appendix B and submit in a separate sealed envelope. If the Submitter determines a potential conflict of interest exists for itself, Key Personnel, Key Participants or its employees, the Submitter must disclose the relevant facts relating to the potential conflict, including the Work performed or to be performed by the entity associated with the potential conflict, and propose measures to avoid, neutralize, or mitigate the potential conflict. The Department will review the Disclosure Statement and the proposed measures to determine if the Submitter may submit a SOQ, a



Proposal or be awarded the Design-Build Contract. Disclosure of a potential conflict of interest will not necessarily disqualify a Submitter.

### **SOQ Attachment 3.2 – Design-Build Entity Profile Questionnaire and Certification**

The Submitter shall provide a completed and verified Design-Build Entity Profile Questionnaire and Certification and Key Participant Profile Questionnaire, which is attached as RFQ Appendix C, in a separate sealed envelope. Instructions for completing the Design-Build Entity Profile Questionnaire and Certification are included in RFQ Appendix C.

The Design-Build Entity Profile Questionnaire and Certification requests specific legal, financial, and safety information from Submitters, and will require the Submitter to demonstrate it has an available bonding capacity of at least **\$50M**.

The Design-Build Entity Profile Questionnaire and Certification requests Submitter to provide written certification from its insurance company(ies) indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in RFQ Appendix G Insurance and Indemnification Requirements.

The Design-Build Entity Profile Questionnaire and Certification also requires that the Submitter, Key Participants, Key Personnel, and subcontractors have all licenses required for design and construction of the Project, including:

- Submitter’s current business licenses (if required by city, county, state, or district)
- California Professional Engineer’s license(s)
- General Contractors license pursuant to Public Contract Code Section 10200.5(f)
- Registrations and credentials required to conduct and manage the work

If Specialty licenses and/or certifications are anticipated to be required, the Submitter should indicate in its questionnaire response how that requirement will be addressed. For example, either: 1) the Submitter holds/provides evidence of the specialty license and/or certification; 2) a Key Participant holds/provides evidence of the specialty license and/or certification; or 3) Submitter intends to bid that work out after contract award and require this specialty license and/or certification as a requirement. The following specialty contractor licensing classifications, and/or certifications are anticipated to be required for construction of the Project:

- A – General Engineering Contractor
- C-10 – Electrical Contractor

### **SOQ Attachment 3.3 – Guarantor Acknowledgement**

Submitters must complete “Guarantor Acknowledgement” which is provided as RFQ Appendix A, Form E.

### **SOQ Attachment 3.4 – Skilled and Trained Workforce Commitment**

Submitters must complete “Skilled and Trained Workforce Commitment” which is provided as Appendix A, Form F.

**SOQ Attachment 3.5 – Non-Disclosure Agreement**

Submitters must complete the “Non-Disclosure Agreement” which is provided as Appendix A, Form G.

**SOQ Attachment 3.6 – Submitter’s Agreement and Certification**

Submitters must complete the “Submitter’s Agreement and Certification” which is provided as Appendix D.

**7.8.4 SOQ Attachment 4 – Comments on Project Concepts**

Within this RFQ (Appendix F: Preliminary Term Sheet), certain Project and contractual concepts have been identified. The Submitters may wish to provide comments via responses to this RFQ on the Project concepts. The Department will review this information and may incorporate reasonable and accepted suggestions in the RFP and draft Design-Build Contract.

Submitters are encouraged to provide comments related to any or all of the following:

- Project schedule, including relating to the procurement schedule and the amount of time necessary between execution of a Design-Build Contract and the date of substantial completion and occupancy readiness
- Development of performance standards for the Project
- Bonding, Project Guarantor, Term Sheet, and Design-Build Contract security requirements

Response to these items is voluntary and the responses will not affect the evaluation of SOQs. Comments should be limited to items that the Submitters believe will enhance the Procurement process and allow for cost-competitive and creative proposals or otherwise improve achievement of the Department’s objectives for the Project. Comments on the evaluation and selection criteria for the RFP will not be accepted.

**APPENDIX A: FORMS**

FORM A: TRANSMITTAL LETTER .....	3
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FORM C: PROPOSED KEY PERSONNEL INFORMATION .....	9
FORM D: PROJECT DESCRIPTIONS.....	11
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FORM G: NON-DISCLOSURE AGREEMENT.....	17

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**FORM A: TRANSMITTAL LETTER**

SOQ Date:

California Department of Water Resources  
Division of Engineering—Collaborative Delivery Program  
Attention: William M. Verigin Jr., Collaborative Delivery Manager  
715 P Street, 4th Floor  
Sacramento, California 95814

**[Insert name of Submitter]** Submitter hereby submits a Statement of Qualification (SOQ) in response to the California Department of Water Resources' (Department) Request for Qualifications issued on **[Insert Date]**, including any and all addenda, (RFQ) seeking design-build services for the Electric Vehicle (EV) Charging Station Project Phase III Project, as described in the RFQ. Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

**SOQ**

- SOQ Section 1. Transmittal Letter (Form A)
- SOQ Section 2. Executive Summary
- SOQ Section 3. Team Organization and Capacity to Conduct the Work
- SOQ Section 4. Project Management Experience and Capabilities
- SOQ Section 5. Collaboration and Effective Use of Design-Build
- SOQ Section 6. Technical Experience
- SOQ Section 7. Project Understanding and General Approach
- SOQ Attachments
  - SOQ Attachment 1. Key Personnel Information, Resumes
  - SOQ Attachment 2. Project Descriptions

**Separate Sealed Envelope**

- SOQ Attachment 3. Design-Build Entity Profile Information

**Separate Sealed Envelope**

- SOQ Attachment 4. Comments on Project Concepts

Submitter acknowledges receipt, understanding, and full consideration of all materials posted on the Cosmos website and/or the Cal eProcure website as set forth in RFQ Section 1.4, and the following Addenda and sets of questions and answers to the RFQ:

- **[Note to Submitter: Submitter to list any Addenda to this RFQ and/or sets of questions and answers by dates and numbers prior to executing Form A]**

Submitter represents and warrants that it has read the RFQ and agrees to abide by the contents and terms of the RFQ and the SOQ. If the Submitter consists of more than one entity, all members of the Submitter entity agree to accept joint and several liability to the Department for performance under the Design-

Build Contract. Submitter understands that the Department is not bound to award a Design-Build Contract and may reject each SOQ the Department may receive. Submitter further understands that all costs and expenses incurred by it in preparing this SOQ and participating in the Project procurement process will be borne solely by the Submitter.

Submitter agrees that the Department will not be responsible for any errors, omissions, inaccuracies, or incomplete statements in this SOQ. This SOQ will be governed by and construed in all respects according to the laws of the State of California:

Submitter's business address:

Address Line 1: \_\_\_\_\_  
Address Line 2: \_\_\_\_\_

State or Country of Incorporation/  
Formation/Organization: \_\_\_\_\_

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

**[Submitter's name]**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

2. Sample signature block for partnership or joint venture:

**[Submitter's name(s)]**

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

**[Note to Submitters: Add signatures of additional Design-Build Entity Members as appropriate]**

3. Sample signature block for attorney in fact:

**[Submitter's name]**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Attorney in Fact  
Date: \_\_\_\_\_

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,

(insert name and title of the officer)

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For alternate format information call (916) 445-1233, TTY 711, or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

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**FORM B: SUBMITTER SOQ CERTIFICATION**

A COPY OF THIS CERTIFICATION MUST BE COMPLETED AND SIGNED BY SUBMITTER AND, IF A SUBMITTER IS A PARTNERSHIP, LIMITED PARTNERSHIP, JOINT VENTURE, OR OTHER ASSOCIATION, THEN A SEPARATE CERTIFICATION MUST BE SIGNED BY AN AUTHORIZED REPRESENTATIVE OF EACH MEMBER AND SUBMITTED WITH THE STATEMENT OF QUALIFICATIONS.

**DECLARATION**

STATE OF \_\_\_\_\_

SS: COUNTY OF \_\_\_\_\_

I, (printed name) \_\_\_\_\_, being first duly sworn,  
state that I am the (title) \_\_\_\_\_ of the Submitter.

I certify that I have read and understood the information contained in the Request for Qualifications issued by the California Department of Water Resources for the Electric Vehicle (EV) Charging Station Project Phase III Project and the attached Statement of Qualifications (SOQ), and that to the best of my knowledge and belief all information contained herein and submitted concurrently or in supplemental documents with this SOQ is complete, current, and true. I further acknowledge that any false, deceptive, or fraudulent statements in the SOQ will result in denial of prequalification status.

**[Submitter's name(s)]**

Signature: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**[Note to Submitters:** Add signatures of additional Design-Build Entity Members as appropriate]

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,

(insert name and title of the officer)

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

**NOTICE TO APPLICANTS:**

A material false statement, omission, or fraudulent inducement made in connection with this Statement of Qualifications is sufficient cause for denial of the application. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

**FORM C: PROPOSED KEY PERSONNEL INFORMATION**

<b>Name of Submitter</b>	
--------------------------	--

Instructions for Form completion: Responses must be addressed within the table below. If additional space be needed to adequately respond, Submitter is advised to increase the number of lines within the table as appropriate. This Form may be reformatted, but must contain the information requested, in the order identified below. This Form has no SOQ page limitation.

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Design-Build Manager					
Design Manager/Engineer of Record					
Construction Manager					
Quality Manager					
Safety Manager					
Project Administrator					
Lead Electrical Engineer					
Lead Electrical Vehicle Charging Station Manager					

Position	Key Personnel Name	Firm Affiliation	Years of Experience	Education and Registrations	Summary of How Experience is Relevant to the Project
Construction Superintendent(s)					
Additional Key Personnel Proposed by Submitter [add rows as necessary]					

**FORM D: PROJECT DESCRIPTIONS**

<b>Name of Submitter</b>	
--------------------------	--

Instructions for Form completion: This Form is limited to a maximum of four (4) pages for each completed project. This Form may be reformatted, but must contain the information requested, in the order identified below.

<b>Identify Submitter, Key Participants, and Key Personnel involvement</b>					
Name of Project					
Contract/Project No.					
Owner's Reference Contact Information Name: Phone number: e-mail address:					
Dates of work and/or warranty periods					
Delivery Method:	<input type="checkbox"/> Design-Bid-Build	<input type="checkbox"/> CMGC, GCCM, or CMAR	<input type="checkbox"/> Progressive Design-Build	<input type="checkbox"/> Fixed Price Design-Build	<input type="checkbox"/> Other (Describe): _____
A narrative describing the project					
Description of the services provided, and percentage of the overall project actually performed by Submitter and each Key Participant(s).					

<b>Identify Submitter, Key Participants, and Key Personnel involvement</b>	
Description of the work and percentage of the overall project actually performed by Submitter and each Key Participant(s).	
Description of services and level of involvement provided by Key Personnel	
Scheduled Completion Date	
Actual Completion Date, including an explanation for differences in scheduled vs. actual completion date, if any.	
Initial price	
Final price for the project, including the quantity and dollar value of contract modifications and claims, and an explanation of the causes for price change(s), whether upward or downward.	
Dispute history including subjects and outcomes.	

**FORM E: GUARANTOR ACKNOWLEDGMENT**

Name of Submitter:

**Instructions for Form completion:** to be typed on Guarantor's Letterhead.

\_\_\_\_\_ (the Submitter) has submitted herewith a Statement of Qualifications (SOQ) in response to the Request for Qualifications for the Department of Water Resources (Department) Request for Qualifications (RFQ) for the Project issued by the Department on \_\_\_\_\_, 2023, as amended, pursuant to which it is seeking to be qualified by the Department to provide the Design-Build Contract Services described in the RFQ.

The Guarantor hereby certifies that it will irrevocably, absolutely, and unconditionally guarantee pursuant to a Guaranty Agreement the performance of all of the Design-Build Entity's obligations under a Design-Build Contract agreed upon by the Department and the Design-Build Entity, in the event the Submitter is issued a Request for Proposal (RFP) by the Department and selected for negotiation and execution of the Design-Build Contract by the Department.

\_\_\_\_\_  
Name of Guarantor

\_\_\_\_\_  
Name of Authorized Signatory

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

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**FORM F: SKILLED AND TRAINED WORKFORCE COMMITMENT**

**Instructions for Form completion:** The Submitter provides an enforceable commitment to maintain a skilled and trained workforce.

\_\_\_\_\_ hereby obligates to an enforceable commitment to the Director of the California Department of Water Resources that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the Project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code Section 10208 (c).

Or

\_\_\_\_\_ hereby certifies that Submitter has entered into a Project Labor Agreement that will bind the entity and all its subcontractors at every tier performing the Project or contract to use a skilled and trained workforce, in accordance with Public Contract Code Section 10208 (c).

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Representing: \_\_\_\_\_

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**FORM G: NON-DISCLOSURE AGREEMENT**

**CONFIDENTIALITY AND NON-DISCLOSURE AGREEMENT**

The California Department of Water Resources (Department) agrees to furnish \_\_\_\_\_,  
(Document Recipient) with certain confidential information and documents pertaining to the following  
State-related project:

Project Reference No.:

\_\_\_\_\_

Project Title (hereafter Project):

\_\_\_\_\_

Short-listed Submitters will have access to documents that may include confidential and sensitive information (Confidential Information). To allow for information sharing, the Department must ensure that such sensitive information is securely managed and stored. Accordingly, prior to receipt of confidential information, Submitters must agree to the following terms and conditions:

1. Document Recipient agrees to hold the above-described Confidential Information in trust and confidence and agrees that it will be used only for Project purposes and must not be used for any other purpose or be disclosed to any third party, except as may be required by law.
2. By accepting and using the above-described confidential information, Document Recipient expressly agrees to treat such documents as confidential.
3. Copies, reproductions, or alterations in any form, including but not limited to paper copies and electronically formatted copies, must not be disclosed or distributed, directly or indirectly, to any third party without the written consent of the Department. If, after obtaining such consent, Document Recipient provides, for Project-related purposes, any or all of such documents to a consultant, subconsultant, or other third party(ies) who are not an employee of Document Recipient, then Document Recipient must obtain from such consultant, subconsultant, or other third party(ies) a written confidentiality and nondisclosure agreement from each such firm/entity/person, prior to such disclosure in a form substantially similar to this confidentiality and nondisclosure agreement. All copies that are distributed for approved use must be maintained in a log by Document Recipient. The log will include the name of the individual, their title or position, company or agency name (if applicable), address, email, and phone number. Logs must be made available for Department review upon request.
4. Document Recipient takes all necessary measures to protect Confidential Information to which it or its Affiliates gain access from unauthorized access (accidental or intentional), modification, destruction, or disclosure. These measures may include, but are not limited to, password protection of electronic data, encrypted transmission of electronic data, and secure mailing and locked storage of paper and taped copies. Such measures may also include establishment of secure workstations and

maintenance of a secure workstation access log. Document Recipient must also apply appropriate security patches and upgrades and keep virus software up to date on all systems on which Confidential Information may be used.

5. Document Recipient must ensure that all media, including electronic media, containing confidential information, to which they are given access are protected at the level of the most confidential or sensitive piece of data on the media.
6. Document Recipients allowed access to Confidential Information must be limited to those persons with a demonstrable business need for such access. Submitter/Proposer/Design-Build Entity must maintain a current listing of all personnel with access to confidential information.
7. Document Recipient must notify Department promptly if a security breach involving Confidential Information occurs or if Submitter/Proposer/Design-Build Entity becomes legally compelled to disclose any confidential information.
8. At the conclusion of the proposed work for which the above-described Confidential Information was furnished or upon demand by the Department, all Confidential Information and any copies of documents referenced above, must be returned to the Department, or certified by Document Recipient as having been destroyed. The Department, at its sole discretion, may demand that all written notes, photographs, sketches, models, or memoranda which were developed or derived from or reflect information obtained from the above confidential referenced information be turned over to the Department.
9. By accepting and using the above referenced confidential information, Document Recipient agrees to indemnify, defend, and hold harmless the Department, its directors, officers, employees, and agents from and against any claims, damages, losses, liabilities, and costs relating in any manner, directly or indirectly, to the use of such documents furnished by the Department pursuant to this Agreement.
10. With respect to any and all third-party claims, Document Recipient further waives any and all rights to any type of express or implied indemnity against the Department, its directors, officers, employees, and agents.

I, \_\_\_\_\_, **(Please print or type information)** am representing **(Document Recipient's Name and Contact Information):**

Company/Agency: \_\_\_\_\_  
Address: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Telephone No.: \_\_\_\_\_

and verify that I am representing (check one):

- 1. A governmental agency, acting within the scope of my employment or function.
- 2. A consultant, contractor, subcontractor, or bidder doing business with or on behalf of the State of California Department of Water Resources (Department).
- 3. An encroachment permit applicant or holder who needs the Confidential Information for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

- 4. Other person who needs the Confidential Information for the following reasons:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**On behalf of Document Recipient \_\_\_\_\_, I have read the above confidentiality and nondisclosure agreement and agree to the terms thereof.**

Document Recipient Representative:

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

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**AGREED AND ACCEPTED BY:**

STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES

Department Representative:

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

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Upon completion, please email this form to [DWR-CDP@water.ca.gov](mailto:DWR-CDP@water.ca.gov).

**APPENDIX B: ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR DESIGN-BUILD  
PROCUREMENTS**

- 1. Organizational Conflict of Interest Policy for Design-Build Procurements**
- 2. Exhibit B-1: Disclosure of Potential Organizational Conflict of Interest Statement  
(Disclosure Statement)**

## ORGANIZATIONAL CONFLICT OF INTEREST POLICY FOR DESIGN-BUILD PROCUREMENTS

### A. PURPOSE AND GOALS

Pursuant to Public Contract Code (PCC) Section 10204(b), this Appendix B sets forth the Conflict of Interest Policy and requirements applicable to Submitters, Proposers, and their respective Design-Build Team members in connection with Design-Build Projects procured pursuant to PCC Section 10200 et seq.

The Department's goals in adopting these policies and requirements include:

1. protecting the integrity, transparency, competitiveness, and fairness of Design-Build Projects;
2. avoiding circumstances where a Submitter or Proposer obtains, or appears to obtain, an unfair competitive advantage as a result of any Conflict of Interest;
3. providing guidance to prospective Submitters and Proposers in establishing teams for a Design-Build Project; and
4. ensuring compliance with applicable Legal Requirements.

### B. DEFINITIONS

For the purposes of this Appendix B, the following terms have the following meanings.

1. **Conflict of Interest** means a circumstance arising out of existing or past activities, business or financial interests, familial relationships, contractual relationships, and/or organizational structure (i.e., parent entities, subsidiaries, affiliates, etc.) of a Submitter, Proposer, or any of its Design-Build Team members that results in, or could reasonably be perceived to result in:
  - a. impairment or potential impairment of the Submitter's or Proposer's ability to render impartial assistance or advice to the Department, or of its objectivity in performing work for the Department;
  - b. an unfair competitive advantage for any Submitter or Proposer with respect to the procurement process for the Design-Build Project, including access to information that is not generally available to the other Submitters or Proposers, or prior participation in establishing the ground rules for the procurement by developing specifications, evaluation criteria, or similar documents;
  - c. participation in more than one Submitter's or Proposer's Design-Build Team by any key member of any team;
  - d. violation of any Legal Requirements; or
  - e. a perception or appearance of impropriety with respect to the procurement process for the Design-Build Project (regardless of whether any such perception is accurate).



2. **Design-Build Project** means a project for which the Department procures design and construction services from a single entity pursuant to PCC Section 10200, et seq.
3. **Design-Build Entity** means a corporation, limited liability company, partnership, joint venture, or other legal entity that is able to provide appropriately licensed contracting, architectural, and engineering services as needed pursuant to the Design-Build Contract.
4. **Design-Build Team** means the Design-Build Entity itself and the individuals and other entities identified by the Design-Build Entity as members of its team including all Key Personnel and Key Participants.
5. **Disclosure Statement** means a “Disclosure of Potential Organizational Conflict of Interest Statement” in the form attached as Exhibit B-1 to this Appendix B.
6. **Legal Requirements** means all statutes, regulations, case law, and other legal authorities applicable to the existence, prevention, or curing of Conflicts of Interests in connection with the Department’s activities, including without limitation: Government Code Section 1090 et seq., compliance with the requirements of the California Political Reform Act, Government Code Section 81000 et seq.; and PCC Section 10410 et seq.
7. **Proposer** means a Submitter that was prequalified or short-listed during the Request for Qualifications process and is invited by the Department to submit a Proposal in response to the Request for Proposals.
8. **Submitter** means the entity submitting a Statement of Qualifications in response to the Request for Qualifications.

### C. OBLIGATION TO DISCLOSE CONFLICTS OF INTEREST

Each Submitter and Proposer is responsible for determining whether an actual, potential, or perceived Conflict of Interest exists with respect to itself and its Design-Build Team members. The Submitter or Proposer is required to provide to the Department as part of any response to a request for qualifications or a request for proposals a Disclosure Statement stating:

1. Whether any actual, potential, or perceived Conflict of Interest exists, and
2. If any actual, potential or perceived Conflict of Interests does or may exist:
3. disclosing all relevant facts, and
  - a. providing information regarding the steps Submitter, Proposer or its Design-Build Team member has taken, or proposes to take, to mitigate or eliminate any such actual, potential, or perceived Conflict of Interest.

The obligation to disclose actual, potential, and perceived Conflicts of Interest is ongoing throughout the applicable Design-Build Project procurement and the performance of the applicable design-build contract. Submitters and Proposers should periodically undertake appropriate due diligence to determine whether new actual, potential, or perceived Conflicts of Interest have arisen. If, during the course of a procurement or the performance of a Design-Build project, information is discovered requiring disclosure, the Submitter or Proposer shall promptly submit a revised Disclosure Statement to the Department in accordance with the provisions of the applicable procurement documents or design-build contract relating to communications with the Department.

#### **D. REVIEW OF DISCLOSURES BY THE DEPARTMENT**

Based upon a review of the information submitted by a Submitter or Proposer on its Disclosure Statement, the Department may determine that an actual, potential, or perceived Conflict of Interest exists. If this occurs, the Department may identify actions that must be taken to avoid, eliminate, or mitigate such conflict. Alternatively, the Department may disqualify the Submitter or Proposer as a result of the conflict, or may advise the Submitter or Proposer that the team member must be removed.

Submitters and Proposers shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Submitters and Proposers are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice to Submitters or Proposers. Submitters and Proposers are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations thereof by proposers can have severe legal consequences to them, including possibility of criminal prosecution and voiding of the design-build contract.

#### **E. FAILURE TO COMPLY**

If a Submitter, Proposer, or any of its Design-Build Team members fails to comply with the requirements set forth herein, or otherwise fails to timely disclose an actual, potential, or perceived Conflict of Interest, the Department may, in its sole discretion:

1. Preclude and/or disqualify the affected individuals and entities from participation in the Design-Build Project;
2. Require the affected individuals and entities to implement mitigation measures;
3. Terminate existing contracts with such individuals and entities;
4. Pursue any and all other rights and remedies available at law, in equity, or set forth in applicable procurement or contract documents, which rights and remedies shall include the right to seek any and all direct or indirect costs and damages resulting from the individual's or entity's failure to comply with this Appendix B, including, but not limited to, costs resulting from third-party challenges to the procurement or the Department's re-procurement of the Design-Build Project; and/or
5. Prove notices or referrals to regulatory and enforcement entities for disclosure purposes or possible investigation and enforcement actions.

**EXHIBIT B-1**

**DISCLOSURE OF POTENTIAL ORGANIZATIONAL  
CONFLICT OF INTEREST STATEMENT (DISCLOSURE STATEMENT)**

Having had the opportunity to review the Department of Water Resources' **Organizational Conflict of Interest Policy for Design-Build Procurements**, the [Submitter / Proposer] (*indicate which*) hereby indicates that it has, to the best of its knowledge and belief:

\_\_\_\_\_ Determined that no actual, potential, or perceived Conflict of Interest exists.

\_\_\_\_\_ Determined that an actual, potential, or perceived Conflict of Interest exists as follows:

**Describe the 1) nature of the actual, potential, or perceived Conflict(s) of Interest, and 2) measures proposed to mitigate or eliminate the actual, potential, or perceived Conflict(s) of Interest – attach additional sheets, as needed:**

Name of Submitter/Proposer: \_\_\_\_\_  
Authorized Representative: \_\_\_\_\_  
Title of Authorized Representative: \_\_\_\_\_  
Email: \_\_\_\_\_  
Telephone Number: \_\_\_\_\_  
  
Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

Submitters and Proposers shall have an ongoing responsibility to keep informed of, and to comply with, all applicable laws, including those related to conflict of interest and potential conflict of interest matters. Submitters and Proposers are cautioned that any Department action or decision pertinent to such matters does not constitute an opinion, guidance, or advice. Submitters and Proposers are encouraged to discuss such matters with their legal counsel, being especially aware that conflict of interest laws are complex and that violations by Submitters or Proposers can have severe legal consequences, including the possibility of criminal prosecution and voiding of the Design-Build contract.

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**APPENDIX C: DESIGN-BUILD ENTITY PROFILE QUESTIONNAIRE AND CERTIFICATION**

*Note to Submitters: Provide a completed and verified Design-Build Entity Profile Questionnaire in a separate sealed envelope, pursuant to RFQ Section 7.8.3.*

Name of  
Submitter: \_\_\_\_\_

Date Submitted: \_\_\_\_\_

Preparer's Name: \_\_\_\_\_

Contract No.: DB-2023-1  
\_\_\_\_\_

**INSTRUCTIONS FOR COMPLETING THE DESIGN-BUILD ENTITY PROFILE QUESTIONNAIRE AND THE KEY PARTICIPANT PROFILE QUESTIONNAIRE**

1. The Submitter, who will serve as the Design-Build Entity, shall complete this Design-Build Entity Profile Questionnaire. If the Submitter is a joint venture, proprietorship, partnership, limited partnership, corporation, professional corporation, limited liability company, business association, or other legal entity however organized, then each entity shall complete this Questionnaire. Each entity must meet the pass-fail criteria identified in Section 5.1.1 of the RFQ.
2. Key Participants shall complete Appendix C, Attachment 1, Key Participant Profile Questionnaire.
3. The Questionnaire shall be completed by a person in the entity who is knowledgeable of, and duly authorized to, attest to the past and present operations of the entity and its policies. A corporate officer, owner, or partner, as appropriate, shall sign the Design-Build Entity Profile Certification or the Key Participant Profile Certification.
4. All questions shall be answered completely. Disclaimers, general statements with global qualifications, or notations of "Not Applicable" are not acceptable.
5. If a "Yes" response is provided to any question in this Section III or Section IV of this Questionnaire, the Submitter shall provide applicable details, including:
  - a. For civil court proceedings: a brief summary of the proceeding; a list of the causes of action; identification of the plaintiff's and defendants; case number; identification of the court; a summary of how the litigation was resolved and related documentation (e.g., a copy of the judgment or settlement agreement)
  - b. For criminal court proceedings: identification of the defendant(s); list of the charges filed; identification of government entity that brought the charges and the court; case number; and a summary of how the proceeding was resolved and related documentation (e.g., a copy of court or jury findings or a plea agreement)

- c. For arbitration: identification of the parties; a summary of the claims made; the location of the arbitration and identification of the arbitrator(s); a summary of how the arbitration was resolved and related documentation (e.g., a copy of the decision or settlement agreement)
- d. For an administration proceeding: identification of the government entity that prosecuted the administrative action; case or matter number; the parties subject to the action; a description of the claims made by the government entity; a summary of how the proceeding was resolved and related documentation (e.g., a copy of the decision or settlement agreement)

Please note that a “Yes” answer to any question does not automatically result in disqualification for a particular procurement, *unless the question specifically states that a “Yes” answer will result in disqualification.*

Questions denoted with a red asterisk [ Yes \*] indicate that a “Yes” answer will result in disqualification.

- 6. Refer to RFQ Section 6.12.3 for the Questionnaire submittal requirements.
- 7. The Department reserves the right to ask for additional documentation if it is reasonably required to make a determination of integrity and responsibility relevant to the goods or services the Submitter will provide to the Department if awarded a Design-Build Contract.
- 8. For Section III Contracting, Criminal, And Licensing History; Disbarment; And Bankruptcy, the duration of reporting is 5 years unless stated otherwise.

**SECTION I – IDENTIFICATION OF SUBMITTER**

Name of Submitter:	
Address:	
(Mailing Address, if different from above)	
Tax ID or SSN (If doing business under a DBA or other name, include legal name of the company and Tax ID No., if different)	
Primary Company Telephone Number:	
Submitter’s Representative:	
Print or Type Name:	_____
Position:	_____
E-mail:	_____
Telephone Number:	_____
Corporation or Limited Liability Company: Date and State of Incorporation:	
Limited Partnership (LP), Limited Liability Partnership (LLP), General Partnership (GP): Date and State of Partnership filing:	
Other (describe):	
List general type of business in which Submitter is engaged (may include more than one):	

**SECTION II – DESIGN-BUILD ENTITY, KEY PARTICIPANTS, AND KEY PERSONNEL**

**A. Submitter Information**

- i. If the Submitter is a privately held corporation, limited liability company, partnership, or joint venture, provide a listing of all of the shareholders, partners, or members known at the time of Statement of Qualification submission who will perform work on the Project. (PCC Section 10208(b)(3)(A).)
- ii. Provide complete copies of the organizational and regulatory documents that allow or would allow by the time of execution of the Design-Build Contract, the Submitter to conduct business in the State of California.
- iii. If the Submitter is an association, provide a copy of the agreement creating the association and specifying that all partners or association members agree to be fully liable for the performance under the Design-Build Contract.

- iv. If the Submitter is a corporation, limited liability company, partnership, joint venture, or other legal entity, provide a copy of the organizational documents or agreement committing to form the organization. (PCC Section 10208(b)(3)(F).)

**B. Submitter, Key Participants, and Key Personnel**

Name and Address of Submitter, each Design-Build Team Member (including Key Participants, Key Personnel, and Subcontractors)	CSLB License No. and any other specialty licenses and license No.	DIR Registration No.	Professional Licensing	Items or Portions of Work to be Performed	SB/MB/DVBE Participant (Indicate Type)
[add rows as necessary]					

Submitter and each Key Participant and Key Personnel must provide copies of any licenses, registration, and credentials required to perform work on the Project. The Submitter shall be a licensed General Contractor. Submitter shall include information on specialty licenses and/or specialty certifications as required in Section 7.8.3 of the RFQ.

If items or portions of Work to be performed require a specialty license and/or certification as a requirement but will be subcontracted after award of the Design-Build Contract, please identify the specific type of Work and required specialty license and/or certification.



**SECTION III – CONTRACTING, CRIMINAL, AND LICENSING HISTORY; DISBARMENT; AND BANKRUPTCY**

Questions denoted with a red asterisk [ Yes \*] indicate that a “Yes” answer will result in disqualification.

Any “Yes” answers to questions in Section III shall be fully explained on a separate sheet of paper and attached to this application.

A. Contracting History and Disputes

Has there been any instance in which the Submitter, or its owners, officers, or managing employees, defaulted on a construction contract or had a contract terminated for any reason?

No

Yes

Has the Submitter been involved in a contract dispute with the owner of a public works project, greater than \$50,000 on public works projects that have been resolved or are in the process of being resolved through settlement, alternative dispute resolution (e.g., dispute review board), mediation, arbitration, or litigation? If yes, in your explanation please identify the Project owner, provide a short Project description, state the bid price and the disputed amount, and summarize results of any resolved disputes and status of unresolved disputes.

No

Yes

Has any work the Submitter was obligated to perform been completed by a surety?

No

Yes

B. Criminal History

- i. Has the Submitter, any of its principals, or officers been convicted by a court of competent jurisdiction, or currently charged by a Federal, state, or local agency, in connection with the bidding upon or submittal of a SOQ or proposal, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, with any of the following:

Antitrust statutes, including price fixing collusion and bid rigging?

No

Yes \*

Fraud, bribery, collusion, conspiracy, or any other act in violation of any state or federal antitrust law?

No

Yes \*

ii. In accordance with Public Contract Code Section 10232, does the Submitter have no more than one final unappealable finding of contempt of court by a federal court issued against it within the immediately preceding two-year period because of Submitter's failure to comply with an order of a federal court which orders Submitter to comply with an order of the National Labor Relations Board?

No

Yes \*

C. Licensing History

For the Submitter and each member of the Design-Build Team, has there been any revocations or suspensions of any license, credential, or registration?

No

Yes

Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act withholding requirements settled or otherwise resolved against any member of the Submitter?

No

Yes

D. Conflict of Interest

Have there been any penalties, fines, or convictions for violation of any law or regulation relating to a conflict of interest with respect to a government funded procurement?

No

Yes

E. Disbarment, Non-Responsibility, and Bankruptcy

Has any member of the Submitter, any officer of such Submitter, or any employee of such Submitter who has a proprietary interest in such Submitter, ever been disbarred, disqualified, or removed or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise completing a federal, state, or local government public works project for any reason, including a violation of law? If so, explain the consequences.

No

Yes

Has the Submitter participated in a public works procurement and found by an awarding body to be nonresponsive or not to be a responsible bidder?

No

Yes

Has there been any bankruptcy by, or receivership of, the Submitter?

No

Yes

#### **SECTION IV: ADDITIONAL DOCUMENTATION REQUIRED**

Copies of all the following documents requested are to be submitted with this Questionnaire:

##### **A. Submitter's Business Licenses.**

Submitter shall determine the business license requirements for work on the Project and certify that it will possess the requisite business licenses prior to contract award by signing the "DESIGN-BUILD ENTITY PROFILE CERTIFICATION"

##### **B. Submitter's Financial Statements and Financial Capacity Information (see specific requirements below):**

Provide the appropriate financial statement that ensures that the Design-Build Entity has the capacity to complete the Project. (PCC Section 10208(b)(3)(B)).

NOTE: If the Submitter is a joint venture or plans to form a joint venture for this Project, the submitter shall provide the financial information for all members or proposed members of the joint venture.

- i. FOR PUBLICLY AND NON-PUBLICLY TRADED COMPANIES WITH AUDITED OR REVIEWED FINANCIAL STATEMENTS: Statements, including balance sheet, statement of earnings and retained income, with footnotes, for the most recent three (3) years.
- ii. FOR NON-PUBLICLY TRADED COMPANIES WITHOUT AUDITED OR REVIEWED FINANCIAL STATEMENTS: Company generated financial statements, including balance sheet, statement of earnings and retained income for the most recent three (3) years. The Chief Financial Officer of the corporation, a partner, or owner, as appropriate, shall certify these financial statements.
- iii. FOR SOLE PROPRIETORSHIPS: If financial statements are not generated, please complete and sign the Financial Statement form, attached. Submit one form for each of the most recent three (3) years.

##### **C. Evidence of Adequate Bonding Capacity.**

In accordance with PCC Section 10208(b)(3)(D), Submitters shall provide a written certification from an admitted surety (approved by the California Department of Insurance) authorized to issue bonds in the State of California that the Submitter:

- i. has an available bonding capacity in the amount identified in RFQ Section 7.8.3.
- ii. is capable of obtaining a Performance Bond and Payment Bond for bond amounts covering the estimated value of the Project. Letters indicating "unlimited" bonding capability are not acceptable.

**D. Ability to Obtain Required Insurance.**

Submitter shall provide written certification from its insurance company(ies) indicating that the Submitter is capable of obtaining the types of insurance and policy limit requirements specified in RFQ Appendix G Insurance and Indemnification Requirements.

**E. Submitter's Safety Information (see specific requirements below):**

i. GENERAL SAFETY INFORMATION: Pursuant to Public Contract Code Section 10208(b)(3)(G), Submitter shall have and acceptable safety record for the most recent three (3) year period, including:

a) Does the Submitter have an Experience Modification Rate that exceeds an average of 1.00?

No

Yes \*

b) Does the Submitter have an average total recordable injury/illness rate and average lost work rate that exceeds the applicable statistical standards for its business category?

No

Yes \*

c) Is the Submitter a party to an alternative dispute resolution system as provided for in Labor Code Section 3201.5?

No

Yes

ii. OSHA/CAL OSHA INFORMATION: The Submitter shall provide information related to any prior serious or willful violation of the California Occupational Safety and Health Act of 1973 (Part 1 (commencing with Section 6300) of Division 5 of the Labor Code), or the federal Occupational Safety and Health act of 1970 (Public Law 91-596), resolved against the Design-Build Entity. Has the Submitter had any prior serious or willful violation of OSHA/CAL OSHA resolved against the Design-Build Entity?

No

Yes

iii. Provide information concerning the Submitter's workers' compensation experience history and worker safety program. (Public Contract Code Section 10208(b)(3)(E)).

iv. Has any member of the Submitter, any officer of such Submitter, or any employee of such Submitter who has a proprietary interest in such Submitter, ever been disqualified, or removed or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise completing a federal, state, or local government public works project because of a violation of a safety regulation? If so, explain the consequences.

No

Yes

NOTE: If the Submitter is a joint venture or plans to form a joint venture for this Project, the submitter shall provide the safety information for all members of the joint venture. Each member must meet the pass-fail criteria for safety.

**DESIGN-BUILD ENTITY PROFILE CERTIFICATION**

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

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Submitter to participate in this Project as the Design-Build Entity. The signer has read and understands the requirements of the RFQ and has read and understands the instructions for completing this form. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter’s SOQ is subject to rejection.

DECLARATION

State of California

County of:

I, (printed name) \_\_\_\_\_, being first duly sworn,

State that I am the (title) \_\_\_\_\_ of Submitter. I certify that I have read and understood the attached Design-Build Entity Profile Questionnaire, and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. I authorize the Department to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Design-Build Entity Profile Questionnaire or to develop other information deemed relevant by the Department.

\_\_\_\_\_

\_\_\_\_\_

Signature of Certifying Individual

Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Insert name and title of the officer)

personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For alternate format information call (916) 445-1233, TTY 711, or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**NOTICE TO SUBMITTERS**

A materially false statement, omission or fraudulent inducement made in connection with this Design-Build Entity Profile Questionnaire is sufficient cause for denial of the Statement of Qualifications. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: The Department has determined pursuant to PCC Section 10165 that information submitted to the Department in connection with this questionnaire is not considered a public record under the California Public Records Act and shall not be open to public inspection.

**APPENDIX C ATTACHMENT 1:  
 KEY PARTICIPANT PROFILE QUESTIONNAIRE**

*Note to Submitters: Provide a completed and verified Key Participant Profile Questionnaire in a separate sealed envelope, per RFQ Section 6. The Key Participant Profile Questionnaire shall be filled out by each Key Participant of the Submitter’s team.*

**SECTION I: IDENTIFICATION**

**Identification of Key Participant**

Name of Submitter:	
Name of Key Participant:	
Key Participant Address:	
(Mailing Address, if different from above)	
Key Participant’s Contact Person:	
Print or Type Name:	
Position:	
E-mail:	
Telephone Number:	
Tax ID or SSN (If doing business under a DBA or other name, include legal name of the company and Tax ID No., if different)	
CSLB License No.:	
DIR Registration No.:	
Professional Licensing (if applicable):	
Items or Portions of Work to be Performed:	
SB/MB/DVBE Certification No. (if applicable):	
List general type of business in which Key Participant is engaged (may include more than one):	



## SECTION II - LICENSING HISTORY

Have there been any violations of the Contractors' State License Law, as described in Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, excluding alleged violations of federal or state law regarding the payment of wages, benefits, apprenticeship requirements, or personal income tax withholding, or Federal Insurance Contribution Act withholding requirements settled or otherwise resolved against any Key Participant?

No

Yes

Has there been any revocations or suspensions of any license, credential, or registration in the past five (5) years?

No

Yes

## SECTION III: ADDITIONAL DOCUMENTATION REQUIRED

Copies of all the following documents requested are to be submitted with this Questionnaire:

### A. Key Participant's Licenses, Registrations, and Credentials

- i. Key Participant shall provide copies of all licenses, specialty licenses (if required), specialty certifications (if required), registrations, and credentials required to perform the Key Participant's portion of the Work.

### B. Key Participant's Safety Information (see specific requirements below):

For all Key Participants responsible for any portion of construction, provide the following:

- i. GENERAL SAFETY INFORMATION: The Key Participant shall provide safety information for the most recent three (3) year period, including:
  - a) Experience modification rates (PCC Section 10208(b)(3)(G);
  - b) Average total recordable injury/illness rate; and
  - c) Average lost work rate.
- ii. OSHA/CAL OSHA INFORMATION: The Key Participant shall provide information related to any prior serious or willful violation of the California Occupational Safety and Health Act of 1973 (Part 1 (commencing with Section 6300) of Division 5 of the Labor Code), or the federal Occupational Safety and Health act of 1970 (Public Law 91-596), resolved against the Key Participant.
- iii. Provide information concerning the Key Participant's workers' compensation experience history and worker safety program.
- iv. Has any member of the Key Participant, any officer of such Key Participant, or any employee of such Key Participant who has a proprietary interest in such Key Participant, ever been disqualified, or removed or otherwise prevented from bidding on, submitting a SOQ or Proposal, or otherwise

completing a federal, state, or local government public works project because of a violation of a safety regulation? If so, explain the consequences.

No

Yes

NOTE: If the Submitter is a joint venture or plans to form a joint venture for this Project, the Submitter shall provide the safety information for all members of the joint venture. Each member must meet the pass-fail criteria for safety.

**KEY PARTICIPANT PROFILE CERTIFICATION**

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

The signer of this declaration recognizes that the information submitted in the questionnaire herein is for the express purpose to allow the Key Participant to participate in this Project. The signer has read and understands the requirements of the RFQ and has read and understands the instructions for completing this form. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter’s SOQ is subject to rejection.

DECLARATION

State of California

County of:

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of Key Participant. I certify that I have read and understood the attached Key Participant Profile Questionnaire, and that I am duly authorized to legally bind the Key Participant to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. I authorize the Department to contact any entity named herein, or any other internal or outside resource, for the purpose of verifying information provided in the Key Participant Profile Questionnaire or to develop other information deemed relevant by the Department.

\_\_\_\_\_

\_\_\_\_\_

Signature of Certifying Individual

Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(Insert name and title of the officer)

personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

ADA Notice: For individuals with sensory disabilities, this document may be available in alternate formats. For alternate format information call (916) 445-1233, TTY 711, or write Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.

**NOTICE TO KEY PARTICIPANTS**

A materially false statement, omission or fraudulent inducement made in connection with this Key Participant Profile Questionnaire is sufficient cause for denial of the Statement of Qualifications. In addition, such false submission may subject the person or entity making the false statement to criminal charges. (Title 18 USC 1001, false statements; California Penal Code Section 132, offering altered or antedated or forged documents or records; and Section 134, preparing false documentary evidence).

NOTE: The Department has determined pursuant to Public Contract Code Section 10165 that Key Participant information submitted to the Department in connection with this Questionnaire is not considered a public record under the California Public Records Act and shall not be open to public inspection.

#### **APPENDIX D: SUBMITTER'S AGREEMENT AND CERTIFICATION**

To the State of California, Department of Water Resources:

The Submitter agrees to comply with all applicable laws and requirements, to execute the Design-Build Contract if award to it and furnish the required contract bonds and certificates of liability insurance in the manner and within the time specified. The Submitter further agrees that the only parties interested in its Statement of Qualifications (SOQ) as principals are those named herein; that its SOQ is made without collusion with any other party; and that the Submitter is fully aware of the requirements and obligations pertaining to the following certifications and declarations.

The Submitter:

- A. Certifies, unless specifically exempted, compliance with Government Code Section 12990 and California Code of Regulations, Title 2, Sections 11099 et seq. in matters relating to the development, implementation, and maintenance of a nondiscrimination program. The Submitter also agrees not to unlawfully discriminate against any employees or applicants for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, sex, or age (over 40).
- B. Certifies that, in submitting the SOQ, the SOQ is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation that:
  - the SOQ is genuine and not collusive;
  - the Submitter has not directly or indirectly induced or solicited any other Submitter to put in a false or sham SOQ, and has not directly or indirectly colluded, conspired, connived, or agreed with any Submitter or anyone else to put in a sham SOQ, or that anyone shall refrain from submitting an SOQ;
  - the Submitter has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the price of the Submitter or any other Submitter, or to fix any overhead, profit, or cost element of the price, or of that of any other Submitter, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract;
  - statements contained in the SOQ are true; and
  - the Submitter has not, directly or indirectly, furnished any price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham SOQ.

- C. Certifies that, if awarded a Design-Build Contract, Contractor will provide a drug-free workplace for its employees by:
1. Publishing a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
  2. Establishing a Drug-Free Awareness Program as required by Government Code Section 8355(a)(2), to inform employees of all of the following:
    - a. The dangers of drug abuse in the workplace
    - b. The person's or organization's policy of maintaining a drug-free workplace
    - c. Any available counseling, rehabilitation, and employee assistance programs
    - d. Penalties that may be imposed upon employees for drug abuse violations
  3. Providing, as required by Government Code Section 8355(a)(3), that every employee who works on the proposed contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment on the contract.
- D. Certifies the following:
1. The Submitter is currently registered as a contractor with the Department of Industrial Relations (DIR); and
  2. The Submitter, if awarded a Design-Build Contract for some or all of the work will remain a DIR registered contractor for the entire duration of the Work.
- E. Certifies compliance with the following pursuant to Public Contract Code Section 2010:
1. CALIFORNIA CIVIL RIGHTS LAWS: The Submitter certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
  2. EMPLOYER DISCRIMINATORY POLICIES: If the Submitter has an internal policy against a sovereign nation or peoples recognized by the United States government, the Submitter certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

F. Certifies under Public Contract Code Section 10186 (Fair Chance Employment Act):

1. The Submitter will not ask an applicant for onsite construction-related employment to disclose orally or in writing information concerning the conviction history of the applicant on or at the time of an initial employment application.
2. This section shall not apply to a position for which the person or the State is otherwise required by state or federal law to conduct a conviction history background check or to any contract position with a criminal justice agency, as that term is defined in Section 13101 of the Penal Code.
3. This section shall not apply to a person to the extent that he or she obtains workers from a hiring hall pursuant to a bona fide collective bargaining agreement.

**DECLARATION**

State of California

County of \_\_\_\_\_)

I, (printed name) \_\_\_\_\_, being first duly sworn, state that I am the (title) \_\_\_\_\_ of the Submitter. I certify that I have read and understood the Submitter's Agreement and Certification and that I am duly authorized to legally bind the Submitter to the above-described certifications and declarations and am fully aware that the certification and declarations are made under penalty of perjury under the law as of the State of California. If any of the statements herein are false or omit material facts rendering a statement to be false or misleading, I understand the Submitter's SOQ is subject to rejection.

I authorize the Department to contact any entity named in the SOQ, or any other internal or outside resource, for the purpose of verifying information provided in the Submitter's Agreement and Certification or to develop other information deemed relevant by the Department.

\_\_\_\_\_  
Signature of Certifying Individual

\_\_\_\_\_  
Date Signed

**ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of \_\_\_\_\_)

On \_\_\_\_\_ before me, \_\_\_\_\_,  
(insert name and title of the officer)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

Personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s) or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature \_\_\_\_\_

(Seal)

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**APPENDIX E: CALIFORNIA DEPARTMENT OF WATER RESOURCES**  
**STANDARD CONTRACT PROVISIONS REGARDING**  
**POLITICAL REFORM ACT COMPLIANCE**

POLITICAL REFORM ACT REQUIREMENTS:

- a. Form 700 Disclosure: The Department of Water Resources (DWR) considers that identified personnel to be a consultant, i.e., a public official, within the meaning of the Political Reform Act, specifically Government Code Section 82048 and Title 2, California Code of Regulations §18700.3. Accordingly, as specified by the Department, such persons shall complete and submit an electronic Form 700 (Statement of Economic Interests) via the Department’s electronic filing system or an original hard copy of the Form 700 to the Department’s Assistant Filing Officer within 30 days of the earlier of the date work commences or the effective date of this agreement, annually by April 1, and within 30 days of completion of the Design-Build Entity’s performance under this Design-Build Contract. The financial interests disclosed shall be for Department Disclosure Category 1. Persons may access the Form 700 on the Fair Political Practices Commission (FPPC) website at <http://www.fppc.ca.gov/Form700.html>. Any questions regarding completion of the Form 700 should be addressed to the FPPC at [advice@fppc.ca.gov](mailto:advice@fppc.ca.gov) or at (866) 275-3772 (866/ASK-FPPC).
- b. Financial Conflict of Interest Prohibition: The Design-Build Entity must review the Form 700s filed by identified personnel and determine whether, in the light of the interests disclosed, performance under the contract could violate Government Code §87100. The Design-Build Entity shall notify the Department immediately of any potentially disqualifying conflict of interest. Government Code Section 87100 provides:
- “No public official at any level of state or local government shall make, participate in making or in any way attempt to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest.”
- c. Consequences of Failure to Comply with Political Reform Act Requirements: Any one of the following shall constitute a breach of the Design-Build Contract and shall be grounds for immediate termination of the Design-Build Contract:
- (1) Failure to complete and submit all required Form 700s within the filing periods described in paragraph A above, or respond to any request from the Department Filing Officer for additional information regarding any such Form 700s;
  - (2) Failure to notify DWR of a potentially disqualifying conflict of interest; or
  - (3) The determination by the Department or the Design-Build Entity that any individual has a financial interest that could result in a violation of Government Code Section 87100; provided, however, that the Department may opt to waive such breach if Design-Build Entity replaces any such individual within two working days after a determination of such financial interest.

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**APPENDIX F: PRELIMINARY TERM SHEET**

This Term Sheet is not part of any contract between the Department and Design-Build Entity but is provided to 1) inform Submitters to the RFQ about the general terms of the Design-Build Contract that the Department is currently contemplating and 2) help identify whether any Submitter has significant concern with contemplated contract terms.

The terms listed in this term sheet are subject to further development as the procurement progresses, and the terms in the Design-Build Contract will supersede this term sheet. The Draft Contract, Performance Standards, and other referenced content will be provided with the RFP.

<b>Anticipated DB Contract Terms</b>	
Basis of Payment/Compensation	The Department intends this Project to be a fixed price and payments to the Design-Build Entity for design and construction of the Project are anticipated to be made on a schedule of values/progress basis.
Bonds/Security for Performance	The Department intends to require the Design-Build Entity to provide a payment bond and performance bond in the amount equal to the Design-Build Price.
Delay Liquidated Damages	Dollars payable to the Department from the Design-Build Entity for failure to achieve contractually defined schedule commitments (e.g., Final Completion).
Differing Site Conditions	The Department intends to provide relief for differing site conditions defined as actual subsurface geotechnical conditions at the Project Site that (a) differ materially from those described in the geologic documents and are otherwise unknown to the Design-Builder, and (b) are of an unusual nature, and differing materially from those ordinarily encountered and generally recognized as inherent in the Work of the character provided for in the Contract.
Field Division Charging Station Transfer of Use	The Department will require the Design-Builder to have completed certain specified conditions necessary for the Department to assume control and use of all EV charging stations within each Field Division. Conditions include but are not limited to commissioning and performance testing.
Final Completion	The date upon which the Project meets all the required preconditions for Final Completion, including but not limited to, all Field Division Charging Station Transfers of Use, completion of all deliverables, punch list items, demobilization, and final invoicing.
Insurance	The Design-Build Entity will obtain and provide evidence of the required insurance under the Design-Build Contract. The draft insurance requirements are provided in the RFQ.
Owner’s Project Criteria	The Department’s objectives, preliminary description of the Project scope, minimum technical requirements for the Project including Performance Standards, the contemplated schedule for the Project, and other items to describe the Project and Department’s intent for the Project. At conclusion of negotiations, Owner’s Project Criteria will

<b>Anticipated DB Contract Terms</b>	
	be made part of the Design-Build Contract. The DB Contract and Owner's Project Criteria will be provided with the RFP.
Parent Company Guarantee	The Department intends to require the Design-Build Entity to guarantee that the Project performance will comply with the Contract Documents including Performance Standards described in Owner's Project Criteria. If the Design-Build Entity does not have sufficient financial strength and assets for such a guarantee, a parent company guarantee will be required.
Performance Criteria	The Department's requirements for the expected performance for the Project that must be demonstrated through Performance Testing. Performance Criteria will be provided with the RFP.
Performance Guarantees	A guarantee provided by the Design-Build Entity, that the Project will meet certain performance standards criteria defined in the Design-Build Contract, typically as confirmed through a Performance Test.
Performance Test	The Department intends to require a Performance Test for a specified period of time (e.g., 30 days), during which the Design-Build Entity must demonstrate that each site meets the Performance Standards. Successful completion of the Performance Test(s) is a pre-condition to each Field Division Charging Station Transfer of Use and Final Completion of the Project.
Retainage	The Department will retain five percent (5%) of the total amount payable on each progress payment as retainage.
Relief Events	Relief events will be defined in the draft Design-Build Contract to be provided with the RFP. Relief events may include a change in law, differing site conditions, unusually severe and abnormal climatic conditions, and Owner directed changes.
Warranties and Warranty Period	The Design-Build Entity will be required to obtain manufacturer's warranties for certain equipment specified in the Design-Build Contract.  The Design-Build warranty is contemplated to be 2 years and is exclusive of latent defects.

## **APPENDIX G: INSURANCE AND INDEMNIFICATION REQUIREMENTS**

The Design-Build Entity shall furnish to the Department, written certification of insurance for the minimum coverage set forth below. The Design-Build Entity shall be fully responsible for all policy deductibles and any self-insured retention. All insurance shall be with an insurance company with a rating from A.M. Best's Financial Strength Rating of A- or better. The required insurance shall be provided by carriers authorized or approved to do business in California.

Such insurance shall not include any exclusionary language relating to joint ventures or partnerships, or both.

The State of California and its officers, agents, representatives, consultants, and employees shall be named as additional insureds, but only with respect to services performed under the Design-Build Contract. The required additional insureds are identified for commercial general liability, automobile liability, aviation liability, watercraft liability, marine general liability, umbrella or excess liability, and pollution/environmental liability.

The Design-Build Entity and its insurers providing the insurance are required to waive any rights of subrogation they may have against the Department, the Department Indemnitees, and those for whom the Department is in law responsible, whether or not the damage is caused by their act, omission, or negligence. The Design-Build Entity shall require similar waivers by its subcontractors. All insurance policies required hereunder shall permit and recognize such waivers of subrogation. A waiver of subrogation shall be effective as to any individual or entity even if such individual or entity (a) would otherwise have a duty of indemnification, contractual or otherwise, (b) did not pay the insurance premium directly or indirectly, and (c) whether or not such individual or entity has an insurable interest in the property damaged. Waiver of subrogation must be attached to insurance certificate.

### **Commercial General Liability**

The Design-Build Entity shall maintain general liability on an occurrence form with limits not less than \$2,000,000 each occurrence and \$4,000,000 aggregate for bodily injury and property damage. The policy shall include coverage for liabilities arising out of premises; operations and mobile equipment; products and completed operations; broad form property damages (including completed operations); explosion, collapse, and underground hazards; personal injury and contractual liability, independent contractors; personal and advertising injury; and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom Claim is made or suit is brought subject to the Design-Build Entity's limit of liability.

### **Automobile Liability**

Design-Build Entity shall maintain motor vehicle liability insurance, including coverage for all owned, hired, and non-owned automobiles. The primary limits of liability must not be less than \$1,000,000 combined single limit for each accident for bodily injury and property damage. The umbrella or excess liability coverage required also applies to motor vehicle liability.

### **Aviation Liability (If Applicable)**

Should aircraft of any kind (including drones) be used by the Design-Build Entity, or any entity, or anyone else on its behalf, in connection with the Work, the Design-Build Entity shall maintain or cause the operator of the aircraft to maintain Aircraft Public Liability insurance including bodily injury, property damage, and passenger liability, as respects any aircraft owned used, operated, or hired in connection with the services by the Design-Build Entity or anyone else in limits of \$5,000,000 combined single limit for any one occurrence, each aircraft.

### **Watercraft Liability (if applicable)**

If Contractor uses watercraft of any type, Contractor shall maintain limits of liability not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a watercraft accident including owned, hired, and non-owned watercraft.

### **Marine General Liability (if applicable)**

The Contractor shall maintain Marine Liability Insurance for bodily injury liability and property damage liability arising out of the insured's marine activities in limits not less than \$5,000,000 combined single limit for any one occurrence.

### **Workers Compensation and Employers Liability**

The Design-Build Entity shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Work under the Design-Build Contract. Employer's liability limits of \$1,000,000 are required.

If there will be an exposure to injury to the Design-Build Entity's employees under the U.S. Longshoremen's and Harbor Worker's Compensation Act, the Jones Act, or under laws, regulations, or other laws, statutes, and regulations applicable to maritime employees, the Design-Build Entity shall maintain coverage for such injuries or Claims. When work is performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided to the Department together with the appropriate certificate of insurance.

### **Errors and Omissions/Professional Liability**

The Design-Build Entity shall maintain Errors and Omissions/Professional Liability insurance with limits not less than \$2,000,000 each Claim and \$2,000,000 aggregate.

The policy must:

- include a professional services definition that provides the broadest and clearest scope of professional services coverage for Claims arising from the errors, omissions, failure to render a service or the negligent rendering of professional services by the Design-Build Entity and its subcontractors and subconsultants providing professional services, and any other entities rendering professional services for which the Design-Build Entity is responsible

- include rectification coverage
- not include any exclusion for faulty workmanship resulting from professional services rendered
- if written on a "Claims-made" basis, be maintained in effect following the Final Completion date for the longer of (i) an additional 10 years or (ii) the time period specified under the statute of repose

### **Umbrella or Excess Liability**

A Project specific excess liability insurance policy with limits of liability of not less than \$25,000,000. The insurance coverage for each person covered shall be as broad, and follow the form of, the commercial general liability, automobile liability, watercraft liability, aviation liability, pollution liability and employer's liability coverages required pursuant to this Design-Build Contract. The umbrella or excess policy shall contain a clause stating that it takes effect (drops down) in the event the primary limits are impaired or exhausted.

### **Pollution/Environmental Liability**

The Design-Build Entity will maintain pollution liability with limits no less than \$1,000,000 each incident and \$2,000,000 aggregate covering bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs. Coverage will be for work performed on site as well as during handling and transport of hazardous materials. The transporter of hazardous materials, whether the Design-Build Entity or a subcontractor, will provide to the Department a copy of its MCS-90 endorsement, or equivalent, to its automobile liability insurance or other appropriate insurance coverage.