

# DBIA Standard Form of Request for Qualifications

SAMPLE

## Document No. 405

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Washington, D.C.





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- 8. Acknowledgement.** You acknowledge that you have read this agreement, understand it and agree to be bound by its terms and conditions and that it will be governed by the laws of the District of Columbia. You further agree that it is the complete and exclusive statement of your agreement with DBIA which supersedes any proposal or prior agreement, oral or written, and any other communications between the parties relating to the subject matter of this agreement.



## Standard Form of Request for Qualifications

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification. The RFQ and RFP should be modified to meet the Owner's and the Project's needs. The provisions below should be considered suggested content. For information regarding the Owner's considerations in drafting their procurement documents, see the accompanying DBIA RFQ/RFP Guide.*

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

**OWNER:**

*(Name and address)*

**PROJECT:**

*(Include Project name and location)*

**OWNER CONTACT PERSON:**

Offerors shall submit the SOQ to  
*(Name and address)*

**SOQ DUE DATE AND TIME**

Offeror's SOQ shall be submitted no later than:  
*(Insert date and time)*

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

## **SECTION 1: OWNER DESCRIPTION**

### **1.1 General**

*[Insert general description of Owner's business and/or municipal function. Include operations and governance. See DBIA RFQ/RFP Guide for suggested content.]*

### **1.2 Funding/Authority**

*[For private entities, note source of Project funding. For public entities, note statutory authority and status of funding.]*

### **1.3 Procurement Website**

*[Add information regarding Owner's procurement website, if any.]*

## **SECTION 2: OVERVIEW OF PROJECT**

### **2.1 General**

*[Insert description of project. See DBIA RFQ/RFP Guide for suggested content, which includes, but is not limited to, the following:*

- Building type, including any special areas such as auditorium, cafeterias, laboratories, etc., that may require specialty design or construction experience;*
- Net or gross floor area and number of stories, if known; and/or*
- Site location, site area.]*

### **2.2 Project Objectives**

*[The objectives below are suggestions. Insert the Owner's objectives for the Project such as cost savings, schedule, sustainability, life cycle costs, increased operations, functionality of Project, etc.]*

- Establish a collaborative relationship between the Owner and the Design-Build Team to deliver quality design and construction on time and within the Owner's budget.
- Design and construct a project that will achieve Design Excellence.
- Maintain a safe, injury free work site.
- Minimize impacts to Owner customers through close coordination with the Owner and its customers.

### **2.3 Scope of Work**

*[Provide a brief description of the scope of work anticipated for the Design-Builder for the Project below or in an Attachment. See the DBIA RFQ/RFP Guide for examples.]*

*See Attachment A*

### **2.4 Estimated Budget**

The estimated budget for the Scope of Work referenced in Section 2.3 and as further set forth in Attachment A is currently \_\_\_\_\_ (\$\_\_\_\_\_).

### **2.5 Project Procurement Schedule**

The following is the Project Procurement Schedule. The Owner reserves the right to modify the Project Procurement Schedule via Addenda issued prior to the date set forth below.

Date	Activity
	Issue RFQ
	Project Information Meeting
	Last Date to Submit Questions Regarding the RFQ
	SOQ Due Date

	Notification of Short Listed Offerors
	Issue RFP
	Mandatory Site Walk Through for Short Listed Offerors
	Confidential Individual Meetings
	Last Date to Submit Proposed Changes to Contract or Alternative Technical Concepts
	Last Date to Issue Owner Addenda
	Proposal Due Date
	Interviews with Short Listed Offerors
	Notification of Preferred Offeror

*[The above schedule is provided as an example only. Owners should determine the schedule that best meets the needs for the Project.]*

## 2.6 **Definitions**

- 2.6.1 Business Day:** any day on which the Owner is open for regularly conducted business.
- 2.6.2 Confidential Individual Meetings:** The confidential meeting(s) conducted individually between the Owner and each Short Listed Offeror after the issuance of the RFP. All Confidential Individual Meetings will be conducted pursuant to the instructions in the Procurement Documents, and all participants will be required to enter into a confidentiality agreement before the meeting. *[Describe the type of Confidential Individual Meeting that the Owner intends to conduct. A discussion of the types of meetings can be found in the RFQ/RFP Guide and the RFP.]*
- 2.6.3 Design-Builder:** The entity with the prime design-build contract with the Owner.
- 2.6.4 Design-Build Team:** All entities listed by the Design-Builder as providing services or construction on the Project. The Design-Builder is not required to list all members of the Design-Build Team in the SOQ. Members of the Design-Build Team may also be referred to as "Team Members."
- 2.6.5 Design Excellence:** *[Insert the definition of Design Excellence that best meets the Project's needs. In determining the appropriate definition for the Project, the Owner should consider issues such as aesthetics, budget, sustainability, facility efficiency, and other material elements of the Project. The following example is the DBIA definition of Design Excellence.]* Design Excellence is achieved with memorable design solutions that exceed the Owner's vision and defined functional requirements; include state of the art structures and facilities that are high performance and sustainable; and possess a holistic awareness that considers context, site, and the environment.
- 2.6.6 Key Team Member:** Individuals who will be assigned to the Project who play an important role in the design, construction, or management of the Project.
- 2.6.7 Procurement:** The Owner's process for selecting a Design-Build Team for this Project.
- 2.6.8 Procurement Documents:** All documents issued by the Owner in connection with the Procurement or Project.
- 2.6.9 Projects of Similar Scope and Complexity:** Projects that had completion dates within the last \_\_\_\_ years and that have many or all of the following characteristics:
- Projects of a similar size and budget that include design and construction of *[insert type of Project and, if desired, minimum size of Project]*;
  - Projects that utilize an integrated delivery method that require strong coordination and integration of the design and construction professionals and early involvement of the construction professionals during design;
  - Projects where the Design-Builder was selected prior to the establishment of the final price and schedule and where the Design-Builder collaborated with the Owner to develop the final price and schedule; and/or
  - [Include other features of the Project type, examples can be found in the DBIA RFQ/RFP Guide.]*

**2.6.10 RFP:** The Owner's Request for Proposals, which will be issued to those Short Listed Offerors who are selected to proceed to the next phase of this Procurement.

### **SECTION 3: PROCUREMENT PROCESS**

#### **3.1 General Information**

##### **3.1.1 Compliance with Legal Requirements**

*[This provision is recommended for public Owners.]* This Procurement will be in accordance with *[insert statutory authority, if applicable]* and all applicable federal, state, and local laws, and Owner policies and procedures.

##### **3.1.2 Conflict of Interest and Communications with the Owner**

*[State statutes or Owner policies concerning organizational conflicts of interest should be specified or referenced in the design-build RFQ/RFP as well as any contract for engineering services, inspection, or technical support in the administration of the design-build contract].*

a. Consultants who assisted the Owner in the RFQ/RFP preparations may not propose or participate on any Design-Build Team on this Project.

*[In addition, or in lieu of the above language, the Owner may consider the following options]*

The Owner may make a written determination to waive a potential conflict of interest if the following apply:

i. The role of the Consultant was limited to provision of preliminary design, reports, or similar "low-level" documents that will be incorporated into the Procurement and did not include assistance in development of instructions to Offerors or evaluation criteria, or

ii. Where all documents and reports delivered to the Owner by the Consultant are made available to all Offerors.

The following listed Consultants may not propose or participate on any Design-Build Team on this Project.

b. Offerors are required to conduct the preparation of their SOQs with professional integrity and free of lobbying activities. Communication with the Owner regarding this Project shall be via email or regular mail only and directed to the following Owner's Representative: Do not communicate about the Project or the Procurement with any other Owner employees, representatives, or consultants. Communication with other Owner employees, representatives, or consultants regarding the Procurement may cause the firm involved to be disqualified from submitting under this Procurement. Any verified allegation that a responding Offeror or Team Member or an agent or consultant of the foregoing has made such contact or attempted to influence the evaluation, ranking, and/or selection of short-listed Offerors may be the cause for Owner to disqualify the Offeror team from submitting an SOQ or Proposal, to disqualify the Team Member from participating in the Procurement, and/or to discontinue any further consideration of such Offeror or Team Member.

c. Following the Owner's approval of the Short Listed Offerors, the Owner anticipates that certain communications and contacts will be permitted. The RFQ, RFP and/or other written communications from Owner will set forth the rules and parameters of such permitted contacts and communications. To the extent any Offeror intends at any time to initiate contact with the general public regarding the Project, the nature of such intended contact and the substance thereof must be approved in writing by the Owner prior to the commencement of such activities.

##### **3.1.3 Expenses of Offeror and Payment of Stipend *[Honorarium]***

With the exception of the payment of the Stipend as noted below, the Owner accepts no liability for the costs and expenses incurred by firms in responding to this Procurement. Each Offeror that enters into the Procurement process shall prepare the required materials, the SOQ, and the Proposal at its own expense and with the express understanding that the Offeror cannot make any claims

whatsoever for reimbursement from the Owner for the costs and expenses associated with the process, even in the event the Owner cancels this Project or rejects all Proposals. The Owner will pay a stipend in the amount of \_\_\_\_\_ (\$\_\_\_\_\_) to the responsible Short Listed Offerors submitting responsive Proposals to the RFP that remain in competition until the point of Contract award but who are not awarded the Design-Build Contract.

#### **3.1.4 Public Disclosure *[If applicable]***

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

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

#### **3.1.5 Protest Procedures**

The protest procedures applicable to the Procurement are set forth in Attachment B to this RFQ.

*[Attachment B should include protest procedures that are consistent with the regulatory authority applicable to this procurement and specific to the Project. In addition to Attachment B, Owners should consider including language that is consistent with all protests for the Owner, such as the following:]*

In addition to Attachment B, the following protest procedures will apply:

a. All Protests will be directed to:

*[Insert name and contact information of person to whom protests should be submitted.]*

- b. Any Protest based on the form or content of the Procurement documents, which is or should have been apparent prior to the date established for submittal of the SOQ or Proposal, will not be considered if received by the person set forth above later than ten (10) calendar days prior to the specified submittal date.
- c. Protests based on any other circumstances must be received by the person noted above within five (5) business days from the date the Offeror or Short Listed Offeror was notified of any selection decision; however, in no event will a protest be considered if all SOQ or Proposals are rejected or if the Protest is received after award of the Contract.
- d. To be considered, a Protest shall be in writing and shall include: (1) the name, street address, and email address of the aggrieved party; (2) the name of the Project for which the Protest is submitted; (3) a detailed description of the specific grounds for the Protest and any supporting legal and/or factual documentation; and (4) the specific ruling or relief requested.
- e. In computing any period of time prescribed by this procedure, the day of the act or event from which the designated period of time begins to run shall not be included. The last day of the period shall be included. Any document received after the close of regular business hours (8:00 a.m. to 5:00 p.m.) shall be deemed received the following Business Day.
- f. By submitting an SOQ and/or Proposal in response to this Procurement, the Offeror acknowledges that it has reviewed and acquainted itself with the protest procedures herein and agrees to be bound by such procedures as a condition of submitting an SOQ and/or Proposal.

#### **3.1.6 Identification of Projects**

For each Project identified in the SOQ, provide the following information. The information required in this section can either be provided in a separate section of the SOQ, in the narrative for each of the evaluative criteria in Section 5.3, or the Offeror can provide a separate table for the identified Projects.

The identification of Projects will not be evaluated separately. Rather, the Projects will be evaluated in the context of the criteria set forth in Section 5.3.

- a. Name of Project;
- b. Owner/Customer;
- c. Location of Project (include address);
- d. Description of the delivery method and integration of design and construction, identifying the firm(s) role as a prime consultant, subconsultant, contractor, subcontractor, or other;
- e. Project description and applicability and relevance of the referenced Project to the evaluation criteria for this Project;
- f. Name of each Key Team Member who is proposed for this Project who played a significant role on the Project example, including a description of their Project responsibilities and functions;
- g. The initial contract price, the final contract price, and an explanation for any difference between the two amounts;
- h. The initial date scheduled for substantial completion, the actual date of substantial completion, and an explanation for any difference between the two dates; and
- i. Project contact of the owner or customer (current address, e-mail, and phone number) who can verify the characteristics of the submitted Project example.

### **3.2 Owner Rights and Procurement Conditions**

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

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

### **3.3 Outline of the Procurement Process**

**3.3.1 Request for Qualifications (RFQ).**

- a. This RFQ invites firms to submit SOQs describing in detail their technical, management, and financial qualifications to design, permit, construct, commission, and close out the Project. The issuance of this RFQ is the first phase of the Procurement process.



- b. Offerors will submit their SOQ and other deliverables required pursuant to this Procurement at the time and in the manner set forth in this RFQ and any Addenda. The Owner will not consider SOQ or other deliverables that are submitted after the Time set forth in the RFQ. Offerors are solely responsible for making sure that the Owner receives the SOQ in a timely fashion.
- c. The Owner will evaluate the information submitted by each Offeror to 1) determine whether the Offeror meets the mandatory minimum requirements and 2) evaluate the SOQ provided by each Offeror pursuant to the evaluation system described below. Any Offeror who fails to meet the mandatory minimum requirements set forth in this SOQ will be deemed non-responsive and will not be considered further by the Owner in this Procurement.
- d. All SOQ will be evaluated in accordance solely with the criteria established in the RFQ and any Addenda issued thereto. The evaluation criteria are listed below, including the relative weight or importance given to each criterion.
- e. Not more than three responsive and responsible firms will be selected as Short Listed Offerors. Only those firms that have been short-listed will be invited to submit a Proposal in response to the RFP.
- f. The results of the SOQ evaluations *[ ] will / [ ] will not* be carried forward and included in the final evaluation and selection.
- g. Design-Build Team Members and individual Key Team Members will be used as a basis for selection. Once shortlisted, neither the Offeror nor Team Members that are submitted to the Owner as part of the SOQ or Proposal may substitute a listed consultant, subconsultant or subcontractor, or any individual listed as a Key Team Member; however, a change to any submitted Team Member or Key Team Member will result in re-evaluation and may result in a change to the evaluation and ranking of the Offeror.

### **3.3.2 Request for Proposal (RFP), Confidential Individual Meetings & Selection Process**

- a. The Owner will issue the RFP to the Short Listed Offerors. The RFP will further explain the evaluation criteria, Proprietary Meetings, and other elements of the RFP process.
- b. Prior to the submission date for Proposals, written questions will be accepted as defined in the RFP.
- c. The Owner will conduct a *[ ] mandatory [ ] non-mandatory* Site Walk Through with all Short Listed Offerors.
- d. The Owner will conduct *[insert number]* Confidential Individual Meetings with each Short Listed Offeror as described in the RFP. The format of the Confidential Individual Meetings will be designed to allow the Short Listed Offerors to ask the Owner questions regarding the Project and the Owner's goals and concerns. All information from the Design-Build Teams provided in the Confidential Individual Meetings will remain confidential during the procurement process; however, see Section 3.15 with respect to the potential public disclosure of information provided during the procurement pursuant to any applicable public records act. The Proprietary meetings will also provide an opportunity for direct interaction between the Short Listed Offeror and the RFP Evaluation Committee.  
*[See the Form RFP and the RFQ/RFP Guide for a discussion regarding the types of Confidential Individual Meetings. Owners should include a description of the type of Confidential Individual Meeting(s) it intends to conduct]*
- e. A Short Listed Offeror may submit suggested proposed changes to the Contract provisions or Alternative Technical Concepts no later than the date set forth in the Schedule. The Owner, at its sole discretion, may revise the RFP, the contract provisions, and/or program documents and issue an Addendum to all Short Listed Offerors.
- f. Short Listed Offerors will submit a Technical Proposal and Price Proposal in accordance with the Procurement schedule.
- g. The Price Proposal will be submitted in a separate *[ ] email / [ ] distinctly marked and sealed*

*envelope*] from the Technical Proposal.

- h. The Owner will establish an RFP Evaluation Committee to review and evaluate the Technical Proposal. The RFP Evaluation Committee may be the same as the RFQ Evaluation Committee. The RFP Evaluation Committee will evaluate the Proposals in accordance with the published evaluation criteria.
- i. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarifications, and conduct discussions with Offerors on Proposals.
- j. The Owner will provide written notification to all Short Listed Offerors of the selection decision and make a selection summary available to all Offerors at the conclusion of the Procurement.
- k. *[The following provision is applicable for procurements where the Owner intends to enter into negotiations with the Preferred Offeror.]* At the Owner’s discretion, it will initiate negotiations with the Preferred Offeror. The “Preferred Offeror” is the Offeror that the Owner determines achieves the apparent *[insert appropriate term, such as “highest score”, “best overall ranking”, or “best value”]*. If the Owner is unable to execute a contract with the Preferred Offeror, negotiations with the Preferred Offeror may be terminated, and provided that such negotiations are terminated in writing, the Owner may proceed to negotiate with the next Preferred Offeror. The Owner will continue in accordance with this procedure until a contract agreement is reached or the selection process is terminated. Negotiations are at the Owner’s sole discretion. By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.
- l. *[The following provision is applicable for procurements where the Owner will not enter into negotiations with the Preferred Offeror.]* By submitting a Proposal pursuant to the RFP, the Offeror represents and warrants that it will enter into the contract provided by the Owner subject to the terms set forth in its Proposal.

**3.3.3 Price Proposal**

Short Listed Offerors will submit a Price Proposal pursuant to the instructions set forth in the RFP. *[Insert a description of what information will be requested in the Price Proposal. For further instructions and examples of Price Proposal descriptions, see the DBIA RFQ/RFP Guide.]*

**3.3.4 Evaluation and Ranking of Offerors**

In the evaluation and ranking of Offerors, the Owner will consider the information submitted in the SOQ, the Technical and Price Proposals as well as the meetings with the Offerors with respect to the evaluation criteria set forth in the RFQ and RFP. The result of the evaluation will be a comparative ranking of Offerors.

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

*[List the evaluative criteria set forth in Section 5.3.1 below and include the relative weight for each criterion. The following is an example only. For an explanation of factors Owners should consider in assigning the relative weight of the evaluative criteria, please see DBIA RFQ/RFP Guide.]*

<b>SOQ</b>		<b>Total Weight:</b> _____
	Insert Title of Criteria in Section 5.3.1	_____ percent
	Insert Title of Criteria in Section 5.3.2	_____ percent
	Insert Title of Criteria in Section 5.3.3	_____ percent
	Insert Title of Criteria in Section 5.3.4	_____ percent
<b>Technical Proposal</b>		<b>Total Weight:</b> _____
	Insert RFP Evaluative Criteria	_____ percent
	Insert RFP Evaluative Criteria	_____ percent

	Insert RFP Evaluative Criteria	_____ percent
<b>Proprietary Meetings</b>		<b>Total Weight: _____</b>
<b>Price Proposal</b>		<b>Total Weight: _____</b>

### 3.4 Contract Format

The Owner will enter into negotiations for the Design-Build Agreement with the Preferred Offeror. The Design-Build Agreement is anticipated to utilize the Design-Build Institute of America Standard Form of Agreement Between the Owner and Design Builder Form Number [525/530], and the DBIA Standard Form of General Conditions of Contract Between Owner and Design-Builder, Form Number 535, as amended and set forth in the RFP.

## SECTION 4: SOQ DOCUMENTATION REQUIREMENTS

### 4.1 SOQ Format Requirements

The SOQs shall comply with the following format requirements:

- 4.1.1 SOQs shall be formatted in searchable .pdf format.
- 4.1.2 The body of the SOQ shall be organized in accordance with the Evaluation Criteria.
- 4.1.3 The body of the SOQ, when printed, shall be limited to a maximum of \_\_\_\_\_ (\_\_) single-sided pages.
  - a. The **only** documentation that is **not** included in the page count is the following:
    - i. Letter of interest or cover letter;
    - ii. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond [if applicable];
    - iii. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
    - iv. Corporate Structure Questionnaires;
    - v. Resumes of Key Team Members;
    - vi. Divider tabs, provided that they contain no substantive content; and
    - vii. Cover pages, provided that they contain no substantive content.
  - b. **SOQs that exceed the page limit may be rejected.** The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming SOQ submittals to bring each non-conforming SOQ submittal within the page count requirement.
  - c. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics. Pages shall be 8.5 x 11 inches, with the exception of \_\_\_ pages, which may be presented in 11 x 17-inch format; however, larger pages may only contain graphics and/or designs and may not be used for an Offeror's narrative.
  - d. The font shall be no smaller than 10 point.

### 4.2 SOQ Organization

SOQs shall consist of the following parts:

- 4.2.1 Letter of Interest
- 4.2.2 Minimum Qualifications
  - a. Statement of Offeror's Ability to Provide Performance and Payment Bond. (See Section 5.2.1 and Attachment C)

- b. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 5.2.2 and Attachment D)

#### 4.2.3 Technical & Management Qualifications

*[Insert evaluation criteria. The following is an example based on the criteria that are set forth in this RFQ.]*

- a. Team Organization
- b. Design-Build Engineering, Permitting, and Design Past Performance
- c. Design-Build Construction Past Performance
- d. Design-Build Project Management Past Performance
- e. Demonstrated History of Successful Projects Similar in Scope and Complexity

#### 4.2.4 Corporate Structure Questionnaire(s)

### **SECTION 5: SOQ EVALUATION CRITERIA AND SUBMITTAL INFORMATION**

#### 5.1 **Letter of Interest (No points)**

The SOQ must include a cover letter containing the name, address, telephone number, fax number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, fax number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

#### 5.2 **Minimum Qualifications**

##### 5.2.1 **Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must have the ability to obtain a performance and payment bond in the amount of \$\_\_\_\_\_. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of \_\_\_\_\_. Letters indicating "unlimited" bonding capability are not acceptable.

##### 5.2.2 **Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (Pass/Fail)**

As a **mandatory minimum requirement**, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment D). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment D. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of \_\_\_\_\_.

#### 5.3 **Technical and Management Qualifications**

The SOQ shall demonstrate the Design-Build Team's ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

*[Owners should determine the evaluative criteria that meet the needs of each Project. The following evaluative criteria are examples only. For more discussion regarding how to develop evaluative criteria and additional examples, please see the DBIA RFQ/RFP Guide.]*

### **5.3.1 Team Organization**

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.

*[The following are example Key Team Members. Owners should determine the Key Team Members it would like to evaluate for the Project. Further instructions and optional definitions for the positions below can be found in the DBIA RFQ/RFP Guide.]*

- i. Person responsible for the overall management of the Project and design-build contract;
  - ii. Designer of Record;
  - iii. Person responsible for overall construction management;
  - iv. Person responsible for on-site field supervision and direction and construction (Superintendent);
  - v. Person responsible for safety;
  - vi. Person responsible for quality assurance;
  - vii. Person responsible for cost controls and budgeting;
  - viii. Person responsible for scheduling; and
  - ix. Person responsible for systems testing, configuration, and commissioning.
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:
    - i. Description of the individual's proposed Project role;
    - ii. Identification of employer and number of years employed by the firm;
    - iii. Educational background, professional licenses, and/or certifications;
    - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and
    - v. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
  - c. Describe the corporate structure of the Design-Builder and complete the corporate structure questionnaire for the Design-Builder and all Team Members in the form set forth in Attachment E. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner.

### **5.3.2 Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity**

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.

- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
- c. Describe the Team's past performance in developing and/or managing costs within a [\[Guaranteed Maximum Price or Lump Sum Price, as applicable\]](#).
- d. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.

#### **5.3.3 Design-Build Design, Engineering, and Permitting Past Performance**

- a. Describe the Design-Builder's past performance in managing the design process.
- b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- d. List all professional registrations and/or certifications that are relevant to the work associated with the Project. *[The Owner should list registrations that are specifically of interest to this Project, such as DBIA, LEED, PMP, PE, AIA, etc.]*

#### **5.3.4 Design-Build Construction Past Performance**

- a. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Include in the narrative the Team's approach to the following: *[List tasks that are specific to the Project. The following is an example of the types of tasks Owners have listed.]*
  - i. Sequencing construction activities to maximize efficiency and minimize impact on the Owner;
  - ii. Assessing whether the Design-Builder has achieved performance requirements;
  - iii. Change orders; and
  - iv. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

#### **5.3.5 Corporate Structure Questionnaire**

Submit a completed Corporate Structure Questionnaire for Design-Builder and each Team Member.

### **SECTION 6: LIST OF ATTACHMENTS**

- A. Scope of Work
- B. Protest Procedures
- C. Proposal, Performance, and Payment Bond Instructions
- D. Insurance Requirements and Instructions
- E. Corporate Structure Questionnaire



## Exhibit A Project Scope of Work

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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*[Owners should describe the Scope of Work for the Project in sufficient detail for the Offerors to determine whether they are qualified to perform the Work and to create the best possible team to meet the Owner's objectives. For a discussion regarding how to draft a Scope of Work, see DBIA RFQ/RFP Guide.]*



## Exhibit B Protest Procedures

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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*[Owners should include any protest procedures Offerors need to follow to protest decisions made regarding this procurement. Public Owners should consider any statutory or regulatory requirements in developing the procedures.]*





## Exhibit C

# Proposal, Performance, and Payment Bond Instructions

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

- 
1. Offerors  are  are not] required to provide a Proposal Bond upon being shortlisted for this Procurement. If this box is selected, the following shall apply:
    - a. The Proposal Bond shall be in the amount of \$\_\_\_\_\_.
    - b. The Proposal Bond shall be in the form attached hereto. [\[See DBIA Form 610.\]](#)
    - c. The Proposal Bond must be submitted within \_\_\_\_\_ days of the date that the Offeror is shortlisted for the Project. Failure to timely submit a Proposal Bond will result in the disqualification of Offeror from this procurement. In such a case, and at the Owner's sole option, the Owner may add another Offeror to the shortlist.
  
  2. The selected Design-Builder will be required to provide the following bonds for this Project:
    - Payment Bond in the amount of \$\_\_\_\_\_.
    - Performance Bond in the amount of \$\_\_\_\_\_.

If either of the boxes above are selected, the following shall apply:

- a. Offerors must submit a statement from their bonding company that the Offeror can meet the bonding requirements set forth above.
- b. The Payment and Performance Bond(s) shall be in the form attached hereto. [\[See DBIA Forms 620 and 625.\]](#)



## Exhibit D

# Insurance Requirements and Instructions

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

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1. The Selected Design-Builder will be required to provide insurance as set forth in the attached. *[Owners should attach the insurance requirements. See DBIA No. E-INSWD.]*
2. Offerors must provide either:
  - a. A statement from their insurance company that Offerors can meet the insurance requirements set forth above; or
  - b. An ACCORD Insurance Certificate that shows evidence of insurance that meets or exceeds the requirements set forth above.



## Exhibit E

# Corporate Structure Questionnaire

*This document has important legal consequences. Consultation with an attorney is recommended with respect to its completion or modification.*

1. Offerors shall complete the following information for the Proposed Design-Builder and all proposed Design-Build Team Members:

Legal Name	
Street Address	
Mailing Address	
Point of Contact	
Position	
Email	
Telephone Number	
Fax Number	
Type of Business	
D-U-N-S Number	
Federal Tax Identification Number	
State Contractor's Registration Number (if applicable)	
State Business License Number (if applicable)	

2. If the Proposed Design-Builder is a Joint Venture, Offerors must:
- Submit the above information the Joint Venture as well as for each member of the Joint Venture; and
  - Attach a copy of the Joint Venture Agreement to this form.

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Questions? We're here to help.

## Contact us



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