

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

REQUEST FOR QUALIFICATIONS

(No. UCM20200414-1)

COMPREHENSIVE DEVELOPMENT OF THE

UC MERCED 2020 PROJECT

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Procurement Officer: Cindi Deegan, C.P.M.
Executive Director of Business Services
University of California, Merced
Email: UCMerced2020@ucmerced.edu

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PART A

DEFINITIONS AND ACRONYMS

2009 EIS/EIR has the meaning set forth in Part A, Section 1.5.4.

Accelerated Facilities means (i) a graduate/administrative office and teaching facility of approximately 45,000-60,000 square feet, including relocation of existing Academic Office Annex trailers and improvements to Rancher's Road, and (ii) a housing facility for up to 500 beds, including relocation of existing parking space.

Affiliates means parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities, except as otherwise expressly provided in this RFQ.

Architectural Team means the architectural team (which may be comprised of one or more firms) of the Respondent/Developer primarily responsible for design of the Project.

Associate Vice President has the meaning set forth in Part A, Section 8.4.

Developer means the developer, if any, to whom the Project Agreement is awarded in accordance with this RFQ and the RFP.

Development Framework has the meaning set forth in Part A, Section 1.5.6.

Eligible Surety has the meaning set forth in Part A, Section 6.2.2(a).

Equity Member means (i) each entity with a direct equity interest in the Respondent (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in the Respondent/Developer.

Facilities Management Specifications means the facilities management specifications for the Project, which will be provided in the RFP and the final version of which will form part of the final Project contract documents.

FF&E means furniture, fixtures and equipment.

Financially Responsible Party has the meaning set forth in Part B, Volume 2, Section C.

FTE means full-time equivalent.

GSF means gross square feet.

IT means information technology.

Key Personnel means the key personnel of the Respondent for the Project as specified in Part B, Volume 3, Section C.1.

Lead Campus Planner means the lead firm (if a consortium, partnership or any other form of a joint venture, all such members) of the Respondent/Developer primarily responsible for master planning the Project.

Lead Contractor means the lead contractor (if a consortium, partnership or any other form of a joint venture, all such members) of the Respondent/Developer responsible for construction of the Project.

LEED means the green building certification program, “Leadership in Energy & Environmental Design.”

Long Range Development Plan means UC Merced’s Long Range Development Plan 2009, as amended.

Major Non-Equity Members means the following team members: (i) the Lead Campus Planner; (ii) the Architectural Team; and (iii) the Lead Contractor; and “**Major Non-Equity Member**” means any of them.

Major Team Members means the Equity Members and the Major Non-Equity Members, and “**Major Team Member**” means any of them.

Master Plan has the meaning set forth in Part A, Section 2.1.

Other Identified Non-Equity Member has the meaning set forth in Part B, Volume 1, Section B.3.

Preferred Respondent means a Shortlisted Respondent selected for award of the Project Agreement, based on evaluation criteria and processes set forth in the RFP.

Procurement Officer means the Regents’ designated Project representative, as set forth in Part A, Section 4.6.

Project has the meaning set forth in Part A, Section 1.1.

Project Agreement means the project agreement to be awarded to the selected Developer for the comprehensive development of the Project, as more particularly described in the RFP.

Project Approach (Financial) means the financial project approach submittal required under Part B, Volume 2, Section F.

Project Approach (Technical) means the technical project approach submittal required under Part B, Volume 3, Section B.

Project Documents has the meaning set forth in Part A, Section 1.7.

Project Site means the site for the Project as described in Part A, Section 1.5.2.

Proposal means a detailed proposal submitted by a Shortlisted Respondent in response to the RFP.

Proposal Due Date means the date by which Proposals must be submitted by Shortlisted Respondents in response to the RFP.

PT means Pacific Time.

Public Records Act means the California Public Records Act.

Regents means the Regents of the University of California, or its authorized designee(s).

Respondent means companies, teams, joint ventures, partnerships or consortia submitting an SOQ.

Review Board means a review board established by the Regents with authority to review, conduct hearings and issue decisions with respect to any appeals of the Associate Vice President's decisions under Part A, Section 8.4.

RFP means the request for proposals to be issued by the Regents for the Project, as amended by any addenda.

RFQ means this request for qualifications issued by the Regents for the Project, as amended by any addenda.

ROM has the meaning set forth in Part A, Section 2.2.1.

Shortlisted Respondent means any Respondent shortlisted by the Regents for the Project in accordance with the process set forth in this RFQ.

SOQ has the meaning set forth in Part A, Section 1.1.

SOQ Due Date means the date by which SOQs must be submitted by Respondents in response to the RFQ; the anticipated SOQ Due Date is set forth in Part A, Section 4.4.

State means the State of California.

Statutes has the meaning set forth in Part A, Section 4.2.

Technical Provisions means the technical provisions setting forth the technical requirements for the Project, which will be provided in the RFP and the final version of which will form part of the final Project contract documents.

Triple Net Zero means has the meaning set forth in Part A, Section 1.4.

UC Merced has the meaning set forth in Part A, Section 1.1.

Website has the meaning set forth in Part A, Section 1.7.

1. OVERVIEW OF 2020 PROJECT

1.1. Introduction

The Regents of the University of California, on behalf of University of California, Merced (“**UC Merced**”), is pleased to present this Request for Qualifications to prospective Respondents interested in submitting Statements of Qualifications (“**SOQs**”) for the UC Merced 2020 Project (the “**Project**”).

The Project consists of the comprehensive development of academic, administrative, research, recreational, student residence, and student services buildings, utilities and infrastructure, outdoor recreation areas and open space areas, with associated roadways, parking, and landscaping, for UC Merced.

The Project will be procured in two phases: (1) the RFQ phase, pursuant to which the Regents anticipates shortlisting a select number of qualified Respondents to participate in the second phase; and (2) the Request for Proposals phase, pursuant to which the Regents anticipates selecting a Respondent for final award of the Project Agreement.

1.2. University of California, Merced

The University of California is a public institution of higher education designated by the State of California in its Master Plan for Higher Education for the training of individuals of the professions, for the awarding of doctoral degrees in all fields of human knowledge, and for the conduct of research. Since it was chartered in 1868, the university has conferred over 2,055,094 higher education degrees as of June 30, 2012. The university’s corporate headquarters are located in Oakland, California.

The University of California is constituted under article 9, section 9 of the California Constitution as a public trust that is administered by the Regents. The Regents is a corporation that is granted broad powers of organization and government under the California Constitution. (See Part A, Section 4.1 for further details regarding the Regents.)

UC Merced is the newest campus of the University of California and the nation’s first doctoral research university of the 21st century. Strategically situated in San Joaquin Valley at the foot of the Sierra Nevada near world-famous Yosemite National Park, UC Merced advances and refreshes this rich heritage in a fast-growing region of the state with significant untapped potential, greatly enhancing economic opportunity, levels of educational attainment and quality of life throughout the San Joaquin Valley while conducting life-changing research into society’s most challenging problems.

The University of California, Office of the President, and UC Merced are completing a memorandum of understanding establishing a clear partnership for the Project.

1.3. 2020 Project

The Regents is embarking on the Project, which represents the second phase of campus development under the Long Range Development Plan. (See Part A, Section 1.5.4.) This significant campus expansion will support projected enrollment growth from 6,200 current students to 10,000 students by the year 2020. The Project envisions a dynamic expansion of the existing UC Merced campus with new mixed-use development that integrates students, faculty, and staff into a sustainable living and learning environment. Students, faculty, and researchers will share collaborative academic and outdoor common areas, the transit system will provide access to the heart of the campus, and connections to the open space network and athletic and recreation opportunities will be prominent.

The Project consists of the comprehensive development, including the design, construction, financing, operation and maintenance of some or all of the elements, of academic, administrative, research, recreational, student residence and student services buildings, utilities and infrastructure, outdoor recreation and open space areas, and associated roadways, parking and landscaping, for UC Merced. See Part A, Section 2 for further details regarding the anticipated Project scope.

The Project will be located on approximately 219 acres, which includes the existing 104-acre campus, and will involve up to 1.85 million square feet of new facilities. Academic, administrative, research, student services and recreational/athletic buildings would comprise approximately 1.2 million square feet, student housing and dining would comprise approximately 650,000 square feet.

Based upon responses received to this RFQ and the RFP to follow, the Regents intends to select a Developer to enter into a Project Agreement as more particularly described in Part A, Section 4.

The Project is needed and private sector involvement is sought because of the following factors:

- Rapid growth in student demand for admission to UC Merced that outstrips the campus' limited physical capacity to accommodate that demand;
- Private sector expertise and innovation in design, management and financing solutions may assist in completing the Project more quickly and efficiently;

- Private sector innovation may assist the campus in furthering its ambitious goals in sustainable planning, design and operations;
- Private sector innovation in the operation and management of the Project may provide ongoing cost and budget stability for the Regents; and
- A partnership with a private sector partner may assist the Regents in managing certain risks associated with the design, construction, financing, operation and maintenance of its capital facilities.

The Project presents an attractive opportunity for the private sector because:

- The Regents, UC Merced’s Chancellor, University of California Office of the President, and key stakeholders are committed to securing a successful partnership with a private sector partner for completion of the Project;
- The scale and integrated nature of the Project present a unique, precedent-setting opportunity to demonstrate the functional and financial benefits of innovative public-private partnership concepts and structures to support sustainable campus design, construction, financing, operations and maintenance in the University of California system and for higher education in general;
- The design aspirations of the Project to holistically support interdisciplinary research and studies, continue leadership in sustainability and create collaborative mixed-use learning environments, present the private sector with a unique opportunity to demonstrate innovation in higher education design and development;
- The Regents’ general revenue bonds maintain an AA credit rating from Fitch, an Aa2 credit rating from Moody’s and an AA credit rating from Standard and Poor’s with a stable outlook; and
- The Regents has broad authority under the California Constitution and the Public Contract Code to undertake the Project using a public-private partnership contracting mode.

1.4. **Project Goals**

Key goals of the Project include the following:

- Completion of the type and quantities of space required to support a campus population of 10,000 students by the year 2020;

- Cost-effective development that takes advantage of existing investments in campus infrastructure and provides best overall value for the lifecycle of the facilities;
- Creative mixed-use facilities in a compact fabric that supports a pedestrian friendly environment and results in a unique, dynamic and inspiring environment for students, faculty and staff;
- Facilities that support an inspiring and dynamic living and learning environment, providing opportunities for interdisciplinary scholarly activities;
- A welcoming “front door to the campus” that captures the spirit of the university’s teaching and research mission;
- Expanded open space network and public realm that enhances the campus environment;
- Sustainable, environmentally appropriate facilities that are consistent with UC Merced’s goal of achieving zero net energy, zero landfill waste and zero net greenhouse gas emissions (“**Triple Net Zero**”) status;
- Incorporation of private sector innovation and efficiencies with respect to design, management and financing solutions;
- An aggressive development schedule that results in substantial completion of the Accelerated Facilities by summer 2017 and other required improvements by the year 2020; and
- Built-in flexibility and adaptability in the plan to accommodate future needs.

1.5. Project Context and Objectives

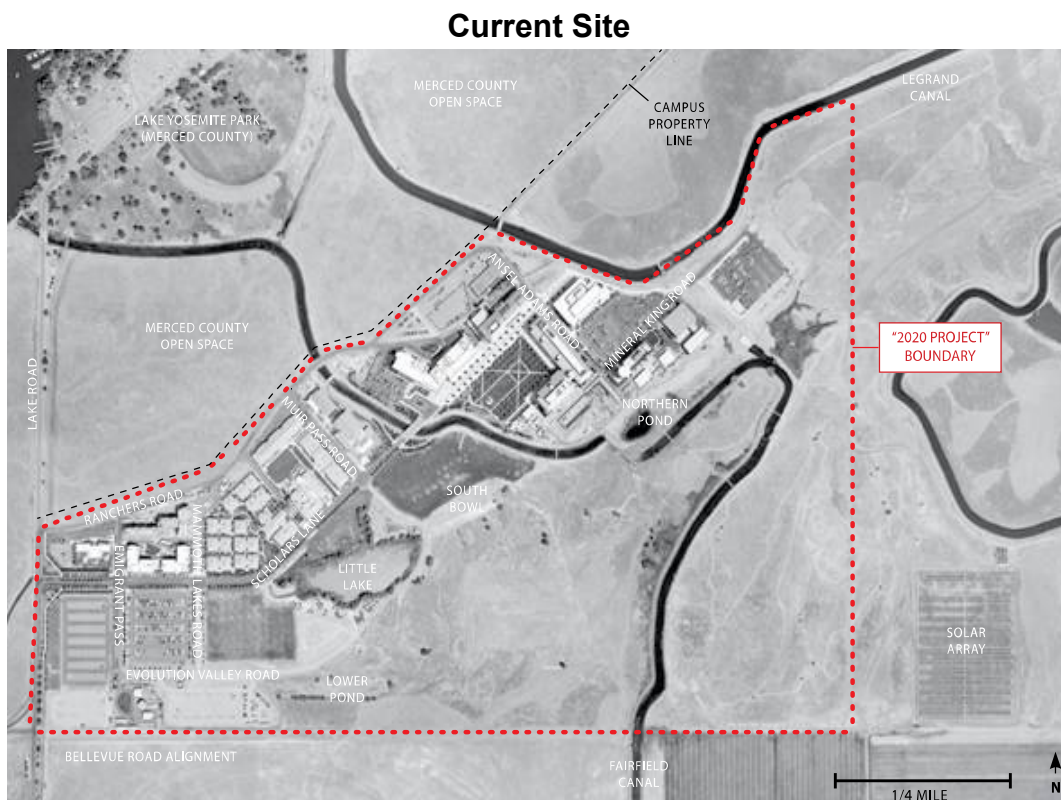
1.5.1. Overview

UC Merced requires appropriate facilities to support the campus mission and the growth of its academic, research and student life programs to support a total student enrollment growth to 10,000 students by the year 2020.

UC Merced’s current enrollment totals approximately 6,200 students, 350 of which are graduate students. The existing campus includes over 1.3 million GSF of academic facilities, 1,650 beds of student housing, 75,000 GSF of student services and recreation facilities, and 2,300 parking spaces.

1.5.2. Project Site

The Project Site is 219 acres with a majority of the Project development activity occurring on a 136-acre undeveloped land area and related work taking place on the existing campus to improve parking and traffic circulation. The Regents owns the Project Site through fee simple title and maintain sovereign land use authority over its properties. The Merced Irrigation District holds an easement for two unlined, gravity-fed irrigation canals, one that traverses the Project Site and one that borders the Project Site.



1.5.3. Site Conditions

The Regents does not anticipate that Respondents will need to conduct any geotechnical, utility or hazardous materials investigation in order to prepare and submit its SOQs in response to this RFQ. To the extent that any Shortlisted Respondent desires additional investigation prior to submittal of its Proposal, then such Respondent will need to coordinate with the Regents prior to conducting any investigation. The

Regents may decide to perform additional investigation based on input received from Shortlisted Respondents during the RFQ and RFP process.

1.5.4. **Environmental Matters**

The environmental review for the Project has been completed under the California Environmental Quality Act. The environmental impacts of the Project were evaluated in the 2009 Long Range Development Plan Environmental Impact Statement/Environmental Impact Review, as amended (the “**2009 EIS/EIR**”). The final 2009 EIS/EIR for the Project was certified in March 2009, a copy of which can be found at <http://2020project.ucmerced.edu/resources/environmental-documents>.

In 2013, the Regents amended the 2009 Long Range Development Plan to accommodate 10,000 students on a more compact 219-acre site known as the “Revised 2020 Project.” In 2013, Addendum #6 to Volume 3 of the 2009 EIS/EIR was prepared to document that no further environmental review would be required for the Revised 2020 Project. The Regents intends to rely on the 2009 EIS/EIR for approval of any actions associated with the Project.

1.5.5. **Development Objectives**

In response to the following themes, UC Merced campus has outlined Project goals, objectives, principles, and design strategies to guide overall campus development.

- Research spaces organized by research needs and not solely according to academic disciplines;
- Instructional laboratories and classrooms utilized by multiple schools and disciplines;
- Public realm amenities incorporated within and among facilities that encourage social interaction and 24/7 vitality;
- Flexibility and adaptability built in the plan to accommodate future needs;
- Mixed-use land use concept for the development of the UC Merced campus; and
- Sustainability and Triple Net Zero development.

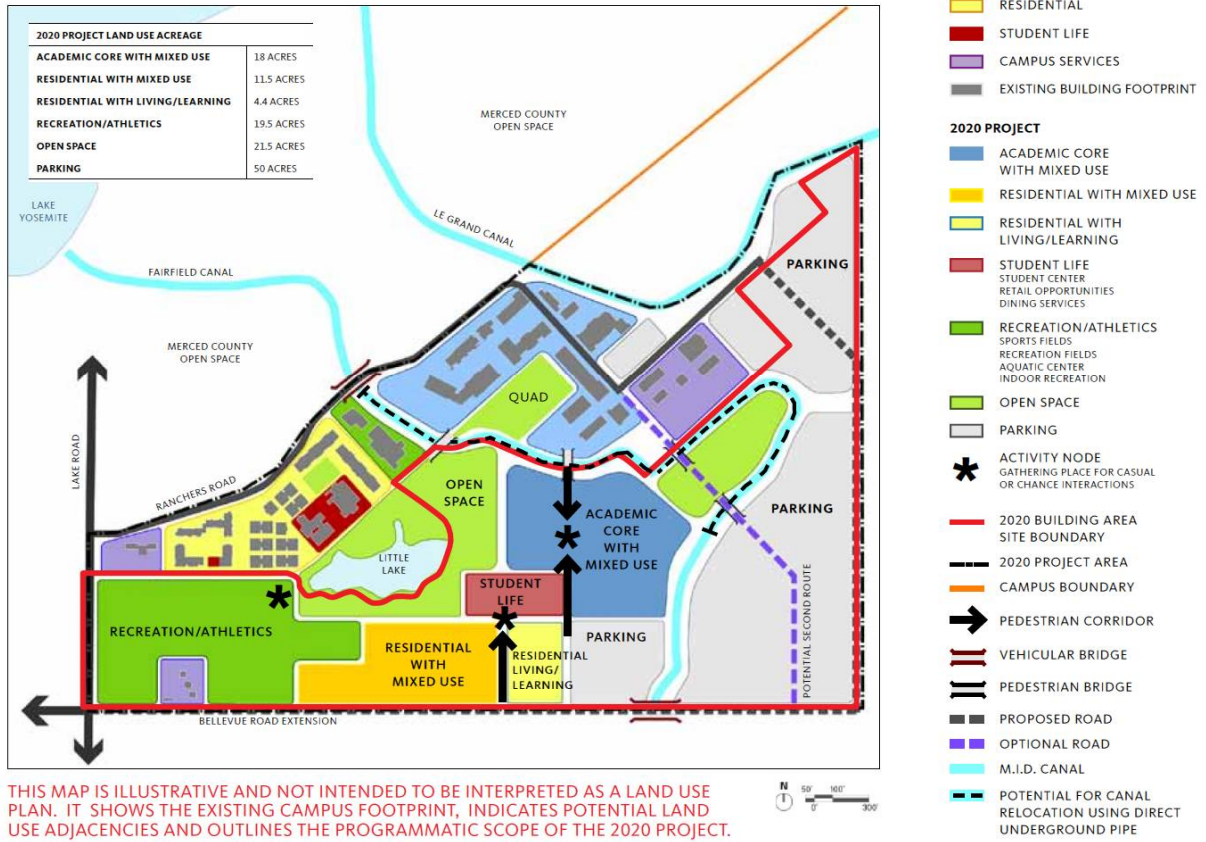
1.5.6. **Development Framework**

UC Merced has created an illustrative framework (the “**Development Framework**”) to guide future campus growth. It has been developed through an intensive, collaborate

process with all stakeholders at UC Merced and establishes an overall concept for land uses, open space, and circulation on campus.

Development Framework

2020 ILLUSTRATIVE FRAMEWORK



The illustrative Development Framework embodies “place making” principles that will influence future development decisions to align with UC Merced’s goal of creating a dynamic mixed-use campus that supports a compact fabric and nurtures a pedestrian friendly environment. Further details regarding the concepts for these areas can be found in the draft Campus Design Context Overview for the Project may be found at <http://2020project.ucmerced.edu/resources/design-context>.

Sustainable design is at the core of UC Merced culture. The campus has successfully embraced leading edge approaches for new buildings in terms of energy use, data monitoring and water consumption, and has adopted a goal of ultimately achieving Triple Net Zero status by 2020.

To date, the campus has committed to a minimum of LEED Gold certification for new construction. LEED Platinum has been achieved or is pending for each building type through the employment of campus-wide prototype credits.

1.6. Sources of Funding

The Regents anticipates financing its payment obligations under the Project Agreement from one or more of the following sources:

1. Revenue generated from the Project;
2. Campus revenues and fee sources; and
3. Allocation of State general funds.

In 2012, the Regents issued General Revenue Bonds, 2012 Series AD (Taxable), in the amount of \$860,000,000. The bonds have a final maturity date of May 15, 2112. Up to \$100,000,000 of the proceeds of the 2012 Series AD Bonds have been allocated to the Project.

1.7. Project Documents

The Regents has assembled certain documents and information relating to the Project (the “**Project Documents**”), which are available at <http://2020project.ucmerced.edu/> (the “**Website**”). Additional Project Documents will be made available to Shortlisted Respondents. Except as otherwise specifically provided, the Regents makes no representation or warranty as to the completeness of the list of available documents on the Website or the accuracy, utility, completeness or relevance of any document contained thereon. Except as otherwise specifically provided in the RFP and the Project Agreement, Respondents shall not be entitled to rely on such documents and shall use or elect not to use them at their sole risk.

1.8. Equal Opportunity Employer

The Regents is an equal opportunity employer. Every effort will be made to ensure that all persons have equal access to contracts and other business opportunities with the Regents within the limits imposed by law or Regents policy. Respondents may be required to show evidence of its equal employment opportunity policy.

1.9. Prevailing Wages

Prevailing wages will apply to the Project; further details will be provided in the RFP.

2. PROJECT SCOPE

2.1. Project Scope

The Developer's anticipated responsibilities for the Project are described below; the scope will be further refined and developed in the RFP:

- **Master Planning:** Complete a detailed master plan (the “**Master Plan**”) for the Project Site that best reflects the Regents’ goals for effective land and building utilization, harmonious design, and environmental sustainability, using programmatic details for both academic and non-academic uses specified by the Regents in the RFP and the Project Agreement and in accordance with best practices. The Developer will work closely with UC Merced to master plan the Project Site and establish a phased development schedule.
- **Programming:** Produce detailed program documents for all facilities required for the Project, based on summary program documents and design criteria to be provided in the RFP. Coordinate with UC Merced stakeholders to refine, finalize and complete the detailed program documents, including elements such as room data sheets, adjacency diagrams, active and passive open space, and evaluating opportunities for incorporating mixed-use elements.
- **Design and Construction of Facilities:** Produce a detailed program for the Project Site. Design and construct all academic, administrative, research, recreational/athletic, student housing and dining facilities in accordance with the Master Plan and the overall goals of the Regents. This includes all classroom space, wet and dry laboratories, library, offices and administrative space, community space, sports and recreation facilities, utility buildings, student housing, dining and open space. Design must meet or exceed the Regents’ standards specified in the RFP and the Project Agreement and draw upon best practices in each product type. Design should be consistent with moving toward UC Merced’s Triple Net Zero goals, and create an interactive and dynamic mixed-use environment and spaces that allow for student collaboration and interaction.
- **Design and Construction of Associated Infrastructure:** Design and construct some or all infrastructure for the facilities that ties into the existing grid or utilizes new primary sources for energy generation. Design and construct some or all associated transportation and circulation components, including roads, pathways, driveways, ingress and egress for buildings and lots, as well as parking and landscaping. Upgrade the roadway intersection at Lake Road and Bellevue Road, as necessary, to maintain a UC Merced approved level of service. Work with UC Merced and Merced Irrigation District concerning the design and construction of the Fairfield Canal potential closure, reconfiguration or relocation.

All associated infrastructure shall be developed in accordance with the Master Plan.

- **Financing:** Finance some or all of the design and construction of the facilities and associated infrastructure, as more particularly specified in the RFP, using an innovative financing solution(s) that meets the requirements of the RFP.
- **Operation and Maintenance:** Provide: (a) lifecycle maintenance services (including capital refurbishment and replacement) for the facilities and associated infrastructure and certain FF&E; and (b) facilities management services, including (i) operation, maintenance and repair of the facilities and associated infrastructure and maintenance and repair of certain FF&E and (ii) possibly certain other services such as grounds maintenance, parking, dining or housing, in each case as more particularly described in the RFP.

In order to accommodate interim enrollment growth prior to 2020, the Developer will be expected to complete the planning, design and construction of the Accelerated Facilities by the summer of 2017 and commence certain operations and maintenance services for such facilities upon completion. The Regents anticipate providing a preliminary indicative design for the Accelerated Facilities in the RFP and requiring Shortlisted Respondents to submit, as part of their Proposals, a more developed design for such facilities. The design submittal would be evaluated as a distinct sub-portion of a Shortlisted Respondent's technical proposal. Additional details regarding the Accelerated Facilities and related submittal requirements and evaluation criteria will be provided in the RFP.

In addition, the Regents are considering a structure that may include additional phasing of facilities. During the industry review process described in Part A, Section 4.3, the Regents will seek the input of Shortlisted Respondents regarding any such additional phasing.

2.2. Program Statement

2.2.1. Academic & Research

The Regents believes that the physical development of the UC Merced campus should foster an environment for collaborative and interdisciplinary research. The Regents therefore anticipates that faculty, staff and students from UC Merced's three schools will be physically co-located, intermixing disciplines within the same type of facility. The development of the academic program for the campus is therefore focused on the types of spaces needed across all campus schools.

UC Merced's Provost / Executive Vice Chancellor and Academic Senate are currently engaged in a Strategic Academic Focusing Initiative which is an important part of the Project. This initiative will provide a roadmap for the growth of the University's

academic programs. It will identify the cross-cutting themes that are strategically important for growth, as well as guide the faculty hiring program.

The magnitude of the program identified will assist the campus' increase in the total number of students to 10,000 students, with graduate students representing approximately 10% of the student population by 2021-22.

The preliminary programming process has produced a rough order of magnitude (“ROM”) for academic space units and other campus facilities, which are summarized in the following table; these are only estimated projections. UC Merced and the Office of the President are currently working together to refine the anticipated space needs, consistent with the Strategic Academic Focusing Initiative. As such, additional detail regarding space needs will be provided in the RFP.

<i>University Unit</i>	<i>Existing Space (GSF)</i>	<i>Anticipated Space Needs (GSF)</i>
Research Laboratory/Support and Scholarly Activity		
Wet Laboratories	64,000	162,000
Dry Laboratories	64,000	78,000
Computational Laboratories	48,000	78,000
Performance Space	N/A	10,000
Total	176,000	328,000
Faculty Offices	130,000	224,000
Instructional Space		
Classroom Laboratory	62,000	160,000
Lecture Hall, Seminar, and Collaborative Learning	90,000	90,000
Totals	458,000	802,000

2.2.2. Student Life, Academic Support & Campus Operations

UC Merced maintains a robust student services program that distinguishes it within the University of California system. Campus student life amenities are currently deficient and Project opportunities to enhance the social and support aspects of campus life are reflected in the preliminary program, which is summarized in ROM as follows:

University Unit	Existing Space (GSF)	Anticipated Space Needs (GSF)
Administration Offices/Conference Rooms	192,000	20,000
Library Library Commons	127,500	20,000
Recreation & Athletics Indoor Sports & Recreation Facilities	56,600	160,000
Outdoor Sports & Recreation Facilities (e.g. NCAA Division II Athletic Competition Aquatic Center, Soccer Pitch, Baseball and Softball Fields, Multi-use Recreation Fields)	N/A	TBD
Student Life & Activities Student Center, Campus Store	19,500	80,000
Enrollment Services/Conference Conference Facility, Student Services, Information Technology	15,600	40,000
Welcome Center & Alumni Relations	N/A	10,000
Health, Counseling & Disability Services Wellness Center	4,000	25,000
Early Childhood Education Center	8,500	2,500
Facilities & Operations Craft Shop, Fleet Services, Corporation Yard	33,000	7,500
Police, Public Safety, and Environmental Health & Safety	4,000	37,000
Totals	460,700	402,000

2.2.3. Housing and Dining

Student housing and dining services are insufficient for the projected growth of the University for 2020. The table below list the Project's anticipated needs for student housing and dining. The Project should accommodate housing on campus for up to 50% of students in order to remain within the assumptions of the 2009 EIS/EIR.

University Unit	Existing Space	Anticipated Space Needs
Student Housing		
Residence Hall Beds	1650 Beds/445,000 GSF	1,000 Beds/275,000 GSF
Suites	N/A	700 Beds/227,000 GSF
Student Apartments	N/A	200 Beds/80,000 GSF
Dining Services		
Dining Commons, Academic Outlets, Cafes	26,500 GSF	57,500 GSF
Totals	471,500 GSF	639,500 GSF

2.3. Permitting

The Project building facilities and construction projects are subject to all applicable State building code requirements and State and federal regulations. The Project is not subject to local building regulations. Upon award, the Developer will generally be responsible for obtaining and maintaining (including preparation of permit applications) any and all necessary regulatory, building and other permits (including any permit modifications) to develop, design, construct, finance, operate and maintain the Project, with the exception of the 2009 EIS/EIR. The Developer's responsibility will include compliance with environmental approval commitments for mitigation and monitoring as set forth in any environmental documents and all permit conditions included in any approvals, authorizations, determinations, and conditional permits. The Developer will finalize all permit applications based on its proposed design and obtain final permits from the permitting agencies, including taking responsibility for any changes in permits and permit conditions arising out of the Developer's design. The Regents will support the Developer in coordination with environmental regulatory and permitting agencies. Except as otherwise required by law or set forth in the Project Agreement, it is anticipated that the Regents will be the permittee on Project permits.

The RFP will provide further details regarding permits and allocation of responsibility for securing them.

2.4. Third Parties

2.4.1. Utility Companies

The Regents has initiated coordination with affected utilities during the RFP process. Notwithstanding any such coordination efforts undertaken by the Regents, the Developer will be responsible for coordination with utility owners, obtaining utility

agreements and compliance with such utility agreements during both the RFP process, as required, and during the term of the Project Agreement. The Developer will be responsible for performing or causing certain necessary utility relocations/adjustments to be performed in accordance with applicable standards and laws and for the costs associated with utility relocations/adjustments, except to the extent the utilities are legally responsible for such costs or the Regents expressly retains such responsibilities in accordance with the Project Agreement. The Developer will also be responsible for ensuring utility service to the Project.

The RFP will provide further details regarding utility relocations/adjustments and the responsibility therefor.

2.4.2. Governmental Agencies, Key Stakeholders Coordination

Although the Regents is not subject to local land use or zoning, key stakeholders of the Project include: Merced County; City of Merced; Merced Irrigation District; San Joaquin Valley Air Pollution Control District; San Joaquin Regional Water Quality Control Board; environmental, regulatory and permitting agencies; and utility owners. It is anticipated that the Developer will play an active role in coordinating with these and other stakeholders. The RFP will set forth the parties' respective obligations for coordination will all governmental agencies and third-party stakeholders.

3. PROJECT AGREEMENT

3.1. General

The Regents intend to enter into a Project Agreement with a Developer for the design, construction, finance, operation and maintenance of all or part of the Project.

Further details regarding the structure of the Project Agreement, payments to be made thereunder, scope, contract term and other terms and conditions will be provided in the RFP.

Notwithstanding anything to the contrary in this RFQ, the Regents reserves the right to revise the scope of this procurement and the delivery model, as more particularly described in Part A, Section 9.

3.2. Performance Security, Insurance and Indemnity

The Regents anticipates that the Project Agreement will require the Developer:

- (a) Or its Lead Contractor to provide payment and performance security and insurance coverage in connection with the construction work; and

(b) To indemnify, defend and hold the Regents and related entities and persons harmless against third party and other claims as specified in the Project Agreement.

Specific requirements for the performance and payment security (including the acceptable forms and amounts thereof), insurance and indemnification will be set forth in the RFP and the Project Agreement.

3.3. Developer Responsibilities

The Regents currently anticipates that the general scope of the Developer's responsibilities under the Project Agreement will be as follows:

(a) Planning: The Developer will be responsible for master planning the Project.

(b) Programming: The Developer will be responsible for developing, in coordination with UC Merced stakeholders, detailed program documents for all facilities required for the Project.

(c) Design: The Developer will be responsible for all aspects of the pre-development investigation and design of the Project, which must comply with the Technical Provisions as well as all applicable laws and regulations.

(d) Professional Services: The Developer will be responsible for providing all professional services necessary to implement the Project, which will be more fully defined in the RFP.

(e) Construction: The Developer will be responsible for construction and commissioning of the Project.

(f) Permits/Approvals: The Developer will be responsible for obtaining all permits and approvals necessary for construction of the Project, excluding certain approvals that the Project Agreement will expressly indicate will be obtained by the Regents.

(g) Information Technology: The Developer will be responsible for assisting with a detailed assessment and development of UC Merced's overall information technology strategy during the design and construction phase of the Project.

(h) Finance: The Developer will be responsible for providing financing for the Project, including any required debt and equity.

(i) Lifecycle Maintenance: The Developer will be responsible during the term of the Project Agreement for lifecycle maintenance, including capital refurbishment and replacement, necessary to sustain the Project to the level of operation described in the Technical Provisions.

(j) Facility Management Services: The Developer will be responsible during the term of the Project Agreement for management, maintenance and repair of the facilities and associated infrastructure and certain FF&E, including (A) the operation, maintenance and repair of the facilities and associated infrastructure and maintenance and repair of certain FF&E and (B) possibly certain other services such as grounds maintenance, parking, dining or housing.

(k) Handback: The Developer will be responsible for ensuring that the Project is returned to the Regents following the completion of the term of the Project Agreement in the condition specified in the Technical Provisions.

3.4. **Design and Construction Criteria and Specifications**

The Regents anticipates including in the RFP a set of Project-specific design criteria and performance-based specifications, a baseline Project definition, an illustrative development framework map and the Development Framework.

3.5. **Operations and Maintenance**

The Developer will be responsible for:

- (a) lifecycle maintenance, including capital refurbishment and replacement of the facilities and related infrastructure; and
- (b) facilities management services, including the (i) operation, maintenance and repair of the facilities and associated infrastructure and maintenance and repair of certain FF&E and (ii) possibly certain other services such as grounds maintenance, parking, dining or housing, in each case as more particularly described in the RFP.

The operations and maintenance scope is an integral component of the Project due to the significant benefits that will be realized by the Regents by combining operations and maintenance responsibilities with design and construction responsibilities of a single Developer for a project of this size and complexity. In particular, having a single Developer assume the design, construction, operation and maintenance responsibilities for the Project, among other things: (a) allows the Regents to enforce long-term performance standards set during design, including those implementing the Triple Net Zero goal, by keeping the Developer responsible for meeting the standards and goals

during operations; (b) incentivizes the Developer to maximize lifecycle cost efficiencies which, in turn, may reduce the overall cost of the Project to the Regents and reduce the risk of deferred maintenance; (c) allows the Regents to extend the Developer's responsibility to cure any latent defects through the term of the Project Agreement; (d) provides predictability and price-certainty for future operations and maintenance costs; and (e) allows private sector innovation with respect to operations and maintenance to be incorporated at the design phase, while incentivizing the Developer to propose only technologically advanced equipment and design features that can be maintained in a reasonable and cost-effective manner.

Additional details regarding the Developer's operations and maintenance responsibilities will be set forth in the RFP.

4. DESCRIPTION OF PROCUREMENT PROCESS

4.1. Procuring Agency

The Regents is the procuring agency for the Project.

Pursuant to article 9, section 9 of the California Constitution, the Regents administers the University of California. The Regents is a corporation consisting of a 26-member board: 18 members, who are appointed by the Governor and approved by a majority vote of the State Senate (currently for a 12-year term); one student member, who is appointed by the board to a one-year term; and seven *ex officio* members who are members of the board by virtue of their elective or appointed positions. The *ex officio* members are the Governor of the State, the Lieutenant Governor of the State, the Speaker of the Assembly, the Superintendent of Public Instruction, the President and Vice President of the Alumni Associations of the University, and the acting President of the University.

4.2. Statutory Authority

Article 9, section 9 of the California Constitution, grants the Regents broad authority to own, operate, lease and manage its property and assets in furtherance of its sovereign educational, research and public service missions. In addition, the Regents is generally authorized to contract for construction, goods and services pursuant to Section 10500 et seq. of the California Public Contract Code (the "**Statutes**") and to solicit proposals under such contracting modes as the Regents determine to be in the best interests of the University, provided the proposals are compared on a uniform basis and awarded as determined by published standards.

The Regents is issuing this RFQ in accordance with the provisions of the California Constitution, the Statutes and other applicable provisions of law.

4.3. Overall Process

Pursuant to authority under the Statutes and in accordance with the standards and processes set forth in this RFQ and the RFP, the Regents intends to select a Developer to enter into the Project Agreement.

Following submission of the SOQs, the Regents reserves the right to conduct discussions with one or more of the Respondents to clarify their SOQs and to understand and evaluate them in accordance with the process set forth herein.

The Regents intends, but is not bound, to shortlist Respondents, based on a review and evaluation of the SOQs using the factors and criteria described in Part A, Sections 6.2 and 6.3. The Regents anticipates shortlisting between three and five Respondents. The process of selecting Shortlisted Respondents is described in Part A, Section 6.

At the SOQ stage, the Regents is not evaluating the qualifications of the Respondent's engineering and operation and maintenance firms, but is evaluating the Respondent's experience in managing operations and maintenance scopes of large public-private partnership projects, as provided in Part A, Section 6.3.2(c). The Regents will set minimum qualification requirements for such firms and their Key Personnel in the RFP, and will evaluate the qualifications of the firms and Key Personnel that each Shortlisted Respondent proposes to include on its team. The proposed engineering and operations and maintenance firms and their Key Personnel will be subject to the Regents' approval during the RFP phase.

Following the selection of Shortlisted Respondents, the Regents anticipates soliciting feedback from the Shortlisted Respondents prior to issuing a RFP to the Shortlisted Respondents. The Regents anticipates holding one-on-one meetings after issuance of the RFP. Questions that arise after the issuance of the final RFP may be addressed in the form of addenda.

Following the RFP evaluation process, the Regents may select a Preferred Respondent to finalize the Project Agreement for award and execution.

The RFP will set forth the Regents' rights and remedies if the Regents is unable to finalize the terms and conditions of the Project Agreement with the Preferred Respondent, the Preferred Respondent elects not to execute the applicable Project Agreement or any other condition to execution of the applicable Project Agreement with the Preferred Respondent is not satisfied, which may include, without limitation, that the Regents may select the next highest ranked Shortlisted Respondent(s) in succession to finalize the applicable Project Agreement for award and execution. Alternatively, the Regents may, at any time, terminate the procurement. The Regents further reserves

any and all rights set forth in the Statutes and any other applicable statutes and procedures.

4.4. Procurement Schedule

The Regents anticipates carrying out the procurement process for the RFQ phase of the Project in accordance with the following schedule:

Event	Date
Release of RFQ	September 25, 2014
Deadline for questions regarding RFQ	October 6, 2014, 4:00 p.m. PT
SOQ Due Date	October 24, 2014, 4:00 p.m. PT
Oral Presentations	Week of December 1, 2014
Announcement of Shortlisted Respondents	December 19, 2014

This schedule is subject to modification at the sole discretion of the Regents. Respondents will be notified of any change to the schedule for the RFQ phase by an addendum to this RFQ. The Regents is targeting the second half of 2015 for selection of a developer for the Project following the RFP process.

4.5. Payment for Work Product

The Regents will offer to pay a stipend for work product in an amount to be specified in the RFP to each unsuccessful Shortlisted Respondent that submits a responsive and timely Proposal in exchange for ownership of the work product and the ideas contained in the Proposal.

Payment of such stipend shall be provided in return for the transfer and assignment to the Regents of rights to intellectual property, ideas, techniques, concepts and approaches included in the unsuccessful Shortlisted Respondent's Proposal, and the Regents reserves the right to use such property, ideas, techniques and approaches in connection with the Project Agreement awarded for the Project, or in connection with any subsequent procurement, with no obligation to pay additional compensation to the unsuccessful Shortlisted Respondent. Shortlisted Respondents eligible for the stipend will have the option to forego the stipend and retain such intellectual property rights. Additional details about the stipend, and specific provisions regarding payment of the stipulated amount, will be included in the RFP.

No payment shall be made in connection with this RFQ, and no payment will be made to Respondents that are not shortlisted, that fail to submit responsive Proposals by the Proposal Due Date or that are disqualified from the process prior to award.

4.6. Questions and Requests for Clarification; Addenda

Respondents must submit all questions and requests for clarification in writing to the Procurement Officer by the deadline listed in this Part A, Section 4.4 to the following e-mail address:

Ms Cindi Deegan
Procurement Officer
UC Merced 2020 Project
UCMerced2020@ucmerced.edu

Questions and comments, including requests for clarification or interpretation, shall: (i) be sequentially numbered; (ii) specifically reference the relevant RFQ section and page number, unless such request is of general application (in which case the request for clarification shall so note); (iii) not identify Respondent's identity in the body of the question and (iv) conspicuously identify whether Respondent views its question or comment as confidential in nature. All questions and comments shall be submitted on the form attached hereto as Part C, Form I.

The Regents will provide responses, if any, to Respondent clarification requests within a reasonable time following receipt, subject to the deadline set forth in this Part A, Section 4.4. The Regents will, in its sole discretion, post responses to those questions of general application and requests for clarifications which the Regents deems to be material and not adequately addressed in previously provided documents on the Website.

No telephone or oral requests will be considered. No requests for additional information or clarification to any person other than the Procurement Officer will be considered. Questions from a Respondent should be submitted only by a single representative of that Respondent, and must include the date of the request, the requestor's name and e-mail address, and the Respondent that he/she represents.

The questions and the Regents' responses will be in writing and will be posted on the Website to all Respondents, except that the Regents intends to respond individually to those questions identified by a Respondent and deemed by the Regents as containing confidential information relating to a Respondent's SOQ. The Regents reserves the right to disagree with a Respondent's assessment regarding confidentiality nature of information in the interest of maintaining a fair process or complying with applicable law. Under such circumstances, the Regents will inform the Respondent and may allow

Respondent to withdraw the question, rephrase the question, or have the question answered non-confidentially or, if the Regents determines that it is appropriate to provide a general response, the Regents will modify the question to remove information that the Regents determines is confidential. The Regents may rephrase questions as it deems appropriate and may consolidate similar questions. The Regents may also create and answer questions independent of the Respondents' questions. The Regents contemplates issuing multiple sets of responses at different times during the procurement process.

The Regents reserves the right to revise this RFQ by issuing addenda to this RFQ at any time before the SOQ Due Date and will post any addenda on the Website. In issuing an addendum shortly before the SOQ Due Date, the Regents will consider whether an extension of the SOQ Due Date is warranted.

Respondents should monitor the Website for information concerning this procurement and will be required to acknowledge in their transmittal letter (Part C, Form A) that they had access to all relevant materials posted thereon.

5. SOQ CONTENT AND SUBMITTAL REQUIREMENTS

5.1. General

This Part A, Section 5 sets forth general SOQ submittal requirements. Part B sets forth detailed submittal requirements for each of Volumes 1, 2, 3 and 4 of the SOQ. Respondents must comply with all such requirements when submitting their SOQs.

The Regents expect SOQs submitted in response to this RFQ to provide enough information about the requested items so as to allow the Regents to evaluate SOQs based on the criteria set forth herein.

Subject to Part B, Volume 2, Section A, subsection b and d, SOQs shall be submitted exclusively in the English language inclusive of English units of measure, and cost terms in United States of America dollar denominations.

5.2. Format

Each responding Respondent shall submit one (1) original hard copy in loose-leaf three-ring binders and thirty (30) electronic copies on CD, DVD or USB drives (for a total of thirty-one (31)) of its SOQ. To help protect the confidentiality of financial and proprietary information, Respondents shall submit the original hard copy of Volumes 1, 2 and 3 in a sealed package(s) separate from the original hard copy of Volume 4, which

shall also be in a sealed package(s). Respondents shall provide all confidential material in Volume 4.

Respondents shall prepare SOQ submittals on 8-1/2" x 11" sized, minimum 30% post-consumer recycled white paper, double-sided, except for forms, drawings and organizational charts, which Respondents may present on 11" x 17" white paper, folded to letter size and include in the applicable binder. Respondents shall sequentially number all pages in each volume of the SOQ and separate each section with a divider tab. Respondents shall prepare the SOQs using a minimum of eleven-point font size. Some of the required documents have specified page limitations. The Regents may disregard documents not complying with these page limitations. Respondents shall not include standard corporate brochures, awards, licenses and marketing materials in an SOQ and the Regents will not evaluate such materials.

Each electronic copy of the SOQ shall contain:

- (a) A searchable "PDF" file for each volume of the SOQ, with bookmarks for each section within a volume; and
- (b) A standard, unlocked Microsoft Excel workbook containing all **Forms F, F-1 and G** information (organized in the same manner as **Forms F, F-1 and G**, respectively, with each **Form F, F-1 or G** chart on separate sheets within the workbook).

For each electronic copy of the SOQ, the relevant CD, DVD or USB drive, as the case may be, shall be labeled and numbered sequentially, indicating (i) the Respondent's name, (ii) the RFQ number, (iii) the applicable and total number of electronic copies, and (iv) the applicable and total number of CDs, DVDs or USB drives, as the case may be, if more than one CD, DVD or USB drive is used per copy (e.g., Respondent Name, Request for Qualifications #UCM20200414-1, Electronic Copy 1 of 30, CD 1 of 2).

5.3. **Contents and Organization**

Respondents must organize their SOQs in the order set forth in Part B. Each volume may be subdivided as needed, so long as Respondents "tab" the contents of their SOQs to correspond to the volume, section, and subsection order and numbering system shown in Part B, Exhibit A.

5.4. SOQ Submittal Requirements

All packages constituting the SOQ shall be individually and clearly labeled with the name of Respondent and additionally labeled as follows:

Statement of Qualifications
In response to
Request for Qualifications #UCM20200414-1
Comprehensive Development of
the UC Merced 2020 Project

SOQs shall be delivered by hand or express mail courier to the Procurement Officer at the following location.

Cindi Deegan, C.P.M.
Executive Director of Business Services
UC Merced
1715 Canal Street
Merced, CA 95340
Phone: (209) 228-4083

The Regents will not accept facsimile or e-mail submission of SOQs.

Acknowledgment of receipt of hand delivered SOQs will be evidenced by the issuance of a receipt by the Procurement Officer or her designee. Receipt of SOQs delivered by express mail courier will be acknowledged by the Procurement Officer or her designee on any standard form receipt provided by the express mail courier.

SOQs must be submitted by 4:00 p.m. prevailing Pacific Time on the SOQ Due Date specified in this Part A, Section 4.4. Time is of the essence and any SOQs received after that date and time will be rejected and returned unopened. SOQs will be accepted by the Procurement Officer during normal business hours up to the SOQ Due Date and time specified.

Respondents are solely responsible for assuring that the Procurement Officer receives their SOQs by the specified delivery date and time at the address listed above. The Regents (including the Procurement Officer) shall not be responsible for any delays in delivery beyond the control of the Regents, including those caused by weather, difficulties experienced by couriers or delivery services, misrouting of packages by courier or delivery services, improper, incorrect or incomplete addressing of deliveries and other occurrences.

6. EVALUATION PROCESS AND CRITERIA

6.1. Responsiveness

Each SOQ will be reviewed for (a) the responsiveness of the Respondent to the requirements set forth in this RFQ, (b) conformance to the RFQ instructions regarding organization and format, and (c) minor nonconformities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the SOQ. Those SOQs determined to be not responsive to this RFQ may be excluded from further consideration and the Respondent will be notified. The Regents may also exclude from consideration any Respondent whose SOQ contains a material misrepresentation. Without limiting the foregoing, for the purposes of the pass/fail evaluation under Part A, Section 6.2 and the qualitative evaluation under Part A, Section 6.3, the Regents may exclude from consideration any experience or qualifications included in a SOQ that is not responsive to the applicable requirements set forth in Part B, including, without limitation, experience or qualifications of any entity other than the Respondent or relevant Major Team Member, as applicable, except to the extent expressly permitted in this RFQ.

6.2. Pass/Fail Review

Following or in conjunction with evaluation of each SOQ for responsiveness, the Regents will evaluate each SOQ based upon the following pass/fail criteria. A SOQ that fails to meet the following pass/fail criteria, including, without limitation, any minimum experience requirements within specified time frames, will not be qualitatively evaluated. Only responsive SOQs that are determined to have passed, or may be determined to pass, all of the following pass/fail requirements will be evaluated qualitatively under Part A, Section 6.3.

To the extent time frames are specified for qualifying experience under this Part A, Section 6.2 or Part B, Volume 3, Section C.1, the relevant time frames shall be measured from April 17, 2014.

6.2.1. Administrative and Legal Pass/Fail

(a) The SOQ contains an original executed transmittal letter as required in Part B, Volume 1, Section A.1.

(b) If the Respondent is a consortium, partnership or other form of joint venture, the SOQ contains an executed teaming agreement or, if an executed teaming agreement does not exist, a summary of the key terms of the anticipated teaming agreement.

(c) If the Respondent is a consortium, partnership or other form of joint venture, the SOQ includes a letter signed by each Equity Member indicating a willingness to accept joint and several liability until the point at which Developer creates a special purpose entity as permitted in the Project Agreement.

(d) If any of the Major Non-Equity Members is a consortium, partnership or any other form of joint venture, the SOQ contains an executed teaming agreement or, if an executed teaming agreement does not exist, a summary of the key terms of the anticipated teaming agreement.

(e) If the Lead Campus Planner or the Lead Contractor is structured as a consortium, partnership or other form of joint venture, it is structured on a joint and several basis.

(f) Neither Respondent nor any other entity that has submitted **Form D** as required by this RFQ is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government, any state government or any municipal government.

(g) The information disclosed in **Form D** and/or in response to Part B, Volume 1, Section C does not, in the Regents' determination, materially adversely affect Respondent's ability to carry out the Project responsibilities potentially allocated to it in the Project Agreement.

6.2.2. **Financial Pass/Fail**

(a) The Respondent or Lead Contractor is capable of obtaining (i) a payment bond or bonds in the aggregate amount of \$275 million from an Eligible Surety, and (ii) a performance bond or bonds in the aggregate amount of \$275 million from an Eligible Surety. As used herein, an "**Eligible Surety**" is a bonding surety licensed in the State, listed on the U.S. Department of the Treasury's "Listing and Approved Sureties" (found at www.fms.treas.gov/c570/c570.html), rated "A" or higher by at least two nationally-recognized rating agencies (Fitch Ratings, Moody's Investor Service and Standard & Poor's Ratings Group) or rated least A-, X or higher according to A.M. Best's Financial Strength Rating and Financial Size.

(b) At least one single Equity Member meets all of the following:

(i) Experience over last seven years in closing financing of at least three (3) design-build-finance, design-build-finance-maintain or design-build-finance-operate-maintain public-private partnership projects each in excess of \$100 million of non-recourse debt and equity, of which at least one (1) project must be in excess of \$250 million of non-recourse debt and equity;

- (ii) At least one of the projects meeting the requirements of (b)(i) above must have been a public building project; and
- (iii) At least one of the projects meeting the requirements of (b)(i) above was under the control of the Equity Member for at least four years following financial close and the project is currently in operation.

To be eligible for consideration in the pass-fail evaluation:

- The relevant experience must be on projects where the Equity Member held a minimum of thirty percent (30%) equity interest (not including any shares held by public entities) at financial close in the entity actually securing the financing package;
- The relevant experience must be from an Equity Member that will hold a minimum thirty percent (30%) equity interest (held in the form of shares) in the Developer; and
- For Equity Members that invest through one or more funds or vehicles under common management or ownership, the relevant experience may include the experience of such funds or vehicles.

6.2.3. Technical Pass/Fail

(1) Major Non-Equity Members

The Respondent's team includes, at a minimum:

(a) A Lead Campus Planner with experience in master planning, as lead planner, at least three higher education campuses with minimum enrollment projection of 8,000 FTE students in the last seven years:

- To be eligible for consideration in the pass-fail evaluation, the relevant experience must be on projects where the Lead Campus Planner (or member of the Lead Campus Planner, if a consortium, partnership or other form of joint venture) held a minimum of thirty percent (30%) of the ultimate responsibility for the listed planning experience.

(b) An Architectural Team with experience, as lead architect, in designing each of the following (in no particular order of importance) within the last seven years:

- (i) At least two higher education research buildings, each of at least 100,000 GSF;

- (ii) At least two academic instructional facilities, each of at least 75,000 GSF, at the higher education level;
- (iii) At least two student recreational, athletic, or other student life, academic support and campus operations facilities at the higher education level; and
- (iv) At least two higher education housing facilities, each with a minimum of 300 beds.
 - To be eligible for consideration in the pass-fail evaluation, the relevant experience must be from a member of the Architectural Team that performed at least thirty percent (30%) of the ultimate responsibility for the listed design experience.

At least one of the projects meeting the requirements of each of (i) – (iv) above must have reached substantial completion of construction, and all others must have reached completion of design.

(c) A Lead Contractor with experience, as lead contractor, substantially completed within the last seven years, in:

- (i) Ground-up construction of at least one classroom building and one laboratory space building, each of at least 100,000 square feet;
- (ii) Construction of at least one master planned infrastructure project, including thermal energy delivery systems, of at least 30 acres;
- (iii) Construction of at least one LEED Platinum certified (or international equivalent) project; and
- (iv) Construction of at least one project for which the construction value was over \$300 million.
 - To be eligible for consideration in the pass-fail evaluation, the relevant experience must be on projects where the Lead Contractor (or member of the Lead Contractor, if a consortium, partnership or other form of joint venture) held a minimum of thirty percent (30%) of the ultimate responsibility for the listed experience.

(2) Key Personnel

(a) Respondent's Key Personnel meet the applicable minimum qualification requirements set forth in Part B, Volume 3, Section C.1.

(b) Respondent makes the express, written commitments as required in Part B, Volume 3, Section C.2.

6.3. Qualifications Evaluation Criteria and Weighting

Each responsive SOQ passing all of the “pass/fail” requirements set forth above will be evaluated and scored according to the criteria and weightings set forth below. Except as otherwise expressly specified, the order in which the evaluation criteria appear within each category or sub-category is not an indication of weighting or importance. See Part A, Section 6.4 for further details regarding the SOQ evaluation procedure.

6.3.1. Technical Qualifications, Capacity and Approach (500 points)

- (a) (160 points) Extent and depth of relevant experience of Respondent’s management team, including Key Personnel;
- (b) (265 points) Extent and depth of relevant experience of the Major Non-Equity Members in successfully carrying out projects of comparable scale and complexity, including:
- (i) Campus planning, programming and design of individual building projects of comparable scale and complexity for state and/or private institutions of higher learning that reflect the diverse program types required for this Project;
 - (ii) Campus-wide sustainability projects, including experience in areas such as:
 - Establishing and using target benchmarks and comparative research;
 - Planning low impact development and sustainable storm-water management;
 - Planning on-site wastewater/sewage treatment and/or waste water bio mass energy generation;
 - Developing sustainability engagement programs; and
 - Planning campuses with high performance building imperatives and Triple Net Zero objectives;
 - (iii) Campus utility infrastructure systems (central plant and distribution) of comparable size and complexity, including the following systems:
 - Chilled water supply and distribution;

- High/medium voltage electricity;
 - Emergency power;
 - Renewable energy;
 - IT/data/phone;
 - Domestic water;
 - Reclaimed/recycled/non-potable water;
 - Sanitary sewer; and
 - Storm water management;
- (iv) Projects delivered pursuant to alternative delivery methods (e.g., design-build, design-build-operate/maintain, design-build-finance, design-build-finance-operate/maintain, construction manager at risk, integrated project delivery, etc.), including extent and depth of experience in successfully carrying out, as a member of an integrated team, projects with an operation and maintenance scope; and
- (v) Multi-phase, multi-product projects delivered on time and within budget, while accommodating the needs of multiple stakeholders;
- (c) (75 points) Extent to which the Project Approach (Technical):
- (i) Reflects a clear and effective operational and reporting structure and approach, including subcontracting and project management/oversight;
 - (ii) Demonstrates an understanding of the technical complexity of the Project;
 - (iii) Identifies Project technical problems and challenges and suggests innovative solutions to these problems and challenges;
 - (iv) Demonstrates an understanding of, and familiarity with, challenges and requirements particular to undertaking the Project in the Central Valley region;
 - (v) Demonstrates an understanding of, and commitment to, sustainability; and
 - (vi) Demonstrates that sufficient levels of qualified labor and personnel will be available to Respondent to ensure the Project is undertaken

and performed in a timely manner and avoid delays or interruptions to the work.

6.3.2. Financial Qualifications, Capacity and Approach (500 points)

(a) (85 points) The Respondent's demonstrated experience in successfully closing the financing of large public-private partnership projects;

(b) (85 points) The Respondent's demonstrated experience in successfully developing large public-private partnership projects, with an emphasis on social infrastructure public-private partnerships, that involved the Respondent sharing substantial risks associated with design, construction, financing, operation and maintenance;

(c) (85 points) The Respondent's demonstrated experience in successfully managing the operation and maintenance scopes of large public-private partnership projects, with an emphasis on social infrastructure public-private partnerships;

(d) (85 points) The financial capability of the Respondent as demonstrated by financial statements included in the SOQ and all other information submitted under Part B, Volume 2, Sections A and B;

(e) (85 points) The specificity and degree of financial support for the Respondent from sureties and Financially Responsible Parties as indicated by surety letters of support and Financially Responsible Party letters of support submitted under Part B, Volume 2, Sections C and D, respectively;

(f) (75 points) The extent to which the Project Approach (Financial):

- (i) Demonstrates an understanding of the financial complexity of the Project; and
- (ii) Identifies Project financing problems and challenges and suggests innovative solutions to these problems and challenges.

6.3.3. Oral Presentations (150 points)

The extent to which the Respondent's oral presentation:

(a) (75 points) Demonstrates the likelihood that the Respondent's team dynamics will ensure successful delivery of the Project as an integrated team, including meeting the project schedule and maintaining quality assurance; and

(b) (75 points) Demonstrates an overall approach to the Project that integrates technical (including planning, programming, design, construction, operation and maintenance) and financial approaches in a manner that will optimize Project objectives and outcomes.

6.4. SOQ Evaluation Procedure

6.4.1. General

The Regents anticipates utilizing one or more committees to review and evaluate the SOQs in accordance with the above criteria. At various times during the deliberations, the Regents may request additional information or clarification from Respondent or may request Respondent to verify or certify certain aspects of its SOQ. The scope, length and topics to be addressed in any such clarification response shall be prescribed by, and subject to, the discretion of the Regents. The Regents may contact firm and personnel references supplied by Respondent as well as other potential references not listed, including internal personnel of the Regents.

6.4.2. Oral Presentations

Each Respondent submitting a responsive SOQ that is determined to have passed, or may be determined to pass, all of the “pass/fail” requirements set forth in Part A, Section 6.2 will be required to make an oral presentation to the Regents (or its evaluation committee(s)) on a one-on-one basis during the week specified in Part A, Section 4.4. Each of these Respondent teams will be contacted by the Procurement Officer in advance of such week to schedule a precise date and time for its oral presentation. Written materials and other visual aids supporting the oral presentations may be used, provided that any such materials or visual aids shall be retained by the Regents following the presentation. The Respondent shall make its best efforts to have its proposed Key Personnel and lead representatives of each Major Team Member attend and meaningfully participate in the oral presentation. The oral presentations will be evaluated and scored according to the criteria and weightings set forth in Part A, Section 6.3.3.

6.4.3. Shortlist

Evaluations of SOQs and the oral presentations are subject to the sole discretion of the Regents and its staff, with assistance from such professional and other advisors as the Regents may designate. The Regents will make the final determinations of the Shortlisted Respondents, as it deems appropriate, in its sole discretion, and in the best interests of the Project and the Regents.

Each Respondent will be notified in writing via e-mail and a hard copy letter whether or not it has been selected for the shortlist.

6.5. Debriefings

All Respondents submitting SOQs will be notified in writing of the results of the evaluation process. Respondents not shortlisted may request a debriefing. Debriefings shall be provided at the earliest feasible time after notification of the Shortlisted Respondents. The debriefing shall be conducted by one or more procurement officials familiar with the rationale for the shortlist decision.

Debriefings shall:

- (a) Be limited to discussion of the unsuccessful Respondent's SOQ and may not include specific discussion of a competing SOQ;
- (b) Be factual and consistent with the evaluation of the unsuccessful Respondent's SOQ; and
- (c) Provide information on areas in which the unsuccessful Respondent's SOQ had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual evaluators.

6.6. Changes in the Approach to the Project

The Regents understands that as Respondents and the Regents continue their individual and collective efforts to analyze and develop optimal development, design, construction, operations, maintenance and financing plans for the Project, it is likely that the approaches to such elements of the scope of work will change and evolve. The Regents wishes to encourage that evolution and continued focus by Respondents on the best facilities solutions for the Project. Accordingly, it is the Regents' intention to use the approach to the Project only for purposes of evaluating the SOQs. Respondents may modify, alter and enhance their respective approaches to financing, development, design, construction, operations and maintenance in conjunction with their Proposals, subject to compliance with the requirements of the RFP. Respondents may not, however, change their approach to the Project in a way that renders the SOQ a misrepresentation of Respondent's intentions and capabilities.

6.7. Changes in Respondent Organization

Subject to the limitations herein, the Regents may permit Shortlisted Respondents to add, delete or substitute team members and reorganize their teams during the procurement process unless the change results in actual or potential organizational conflicts of interest or renders Respondent team, in the Regents' sole determination,

less qualified to develop the Project. Notwithstanding the foregoing, following submittal of the SOQs, the following actions may not be undertaken without the Regents' prior written consent:

(a) Deletion, substitution or change in composition of a Shortlisted Respondent team member identified in its SOQ or a change in the role or scope of work of a team member;

(b) Deletion or substitution of personnel identified in Part B, Volume 3, Section C of its SOQ or a change in the role or position of such personnel;

(c) Deletion or substitution of an Equity Member of a Shortlisted Respondent, a guarantor of an Equity Member or Shortlisted Respondent or any other Financially Responsible Party; and

(d) Other changes, direct or indirect in the equity ownership of a Shortlisted Respondent (excluding changes resulting from public trading of stock).

6.8. RFP Procedure and Evaluation

Evaluation criteria and procedure for the evaluation of the Proposals will be set forth in the RFP.

The scores and evaluation of the SOQs will not carry over or be used in any way in the evaluation of the Proposals.

7. COMMUNICATIONS, PUBLIC INFORMATION AND ORGANIZATIONAL CONFLICTS OF INTEREST

7.1. Improper Communications and Contacts

The following rules of contact shall apply during the procurement for the Project, effective as of the date of issuance of this RFQ through the execution of the Project Agreement. These rules are designed to promote a fair, competitive and unbiased procurement process. Additional rules or modifications to these rules may be issued by the Regents in connection with the RFP process and in the RFP. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), text, or formal written communication, either directly or indirectly by an agent, representative, promoter or advocate of a Respondent.

The specific rules of contact are as follows:

(a) After submittal of SOQs, no Respondent or any of its team members may communicate with another Respondent or its team members with regard to the RFQ,

RFP, or either team's SOQ or Proposal; provided, however, that subcontractors that are shared between two or more Respondent teams (subject to the restrictions set forth in this Part A, Section 7.4.2) may communicate with their respective team members so long as those Respondents establish reasonable protocols to ensure that the subcontractor will not act as a conduit of information between the teams (contact among Respondent organizations is allowed during the Regents-sponsored informational meetings);

(b) The Procurement Officer, on behalf of the Regents, shall be the sole contact for purposes of this procurement (including the RFQ and the RFP). Respondents shall correspond with the Regents regarding the RFQ and RFP only through its designated representative(s) (which initially shall be the Procurement Officer identified in Part A, Section 4.6);

(c) Commencing with the issuance of this RFQ and continuing until the earliest of (i) award and execution of the Project Agreement, (ii) rejection of all Proposals by the Regents or (iii) cancellation of the procurement, no Respondent or representative thereof shall have any *ex parte* communications regarding the RFQ, RFP, the Project Agreement or the procurement described herein with:

- the Regents; and
- Any member of the Regents or its staff, advisors, contractors or consultants involved with the procurement or the Project (including those referenced in Part A, Section 7.3),

except for communications expressly permitted by the RFQ or RFP or except as approved in writing in advance by the Procurement Officer, in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFQ, RFP, the Project Agreement or the procurement or limit participation in public meetings or any public or Respondent workshop related to this RFQ or the RFP. Any Respondent engaging in such prohibited communications may be disqualified at the sole discretion of the Regents;

(d) Respondents shall not contact the following identified stakeholders regarding the Project, including employees, representatives, members, consultants and advisors of the entities listed below. The Regents will provide any necessary coordination during the RFQ and RFP stages with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- Merced County;

- City of Merced;
- Merced Irrigation District;
- San Joaquin Valley Air Pollution Control District;
- Environmental, regulatory and permitting agencies; and
- Utility owners;

Information requests concerning these entities shall be sent to the Procurement Officer;

(e) Any communications determined to be prohibited or improper, at the sole discretion of the Regents, may result in disqualification;

(f) Any official information regarding the Project will be disseminated from the UC Merced's Business Services office. Any official correspondence will be in writing and signed by the Procurement Officer; and

(g) The Regents will not be responsible for and Respondents may not rely on any oral or written exchange or any other information or exchange that occurs outside the official process specified herein.

7.2. **Public Records Act**

Once submitted, the SOQs shall become the property of the Regents, may not be returned to Respondents and are subject to the Public Records Act. Respondents are encouraged to familiarize themselves with the Public Records Act. In the event Respondent submits any documents which Respondent believes is to contain information that is not subject to disclosure pursuant to the Public Records Act, it must (i) conspicuously mark each document "CONFIDENTIAL" in the header or footer of each such page affected; and (ii) clearly identify which portion(s) of such page(s) are confidential. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for the Regents to treat the entire SOQ as public information.

The Regents will not advise a Respondent as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable laws, as to the interpretation of such laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on the Regents by the Public Records Act or other applicable law. The Regents reserves the right to disagree with Respondent's assessment regarding the confidential

nature of information in the interest of complying with the Public Records Act. The provisions of the Public Records Act or other laws shall control in the event of a conflict between the procedures described above and the applicable law.

In the event of any proceeding or litigation concerning the confidentiality of any material submitted by a Respondent, the Regents will abide by any order or directive of a court or such other authority having jurisdiction with respect thereto, and the Respondent will be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that the Regents reserves the right, in its sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Regents in connection with any litigation, proceeding, or request for disclosure shall be reimbursed and paid by Respondent objecting to disclosure. Each Respondent shall be responsible for all of its own costs in connection with any litigation, proceeding, or request for disclosure.

In no event shall the Regents, or any of its agents, representatives, consultants, directors, officers or employees, be liable to a Respondent or Respondent team member for the disclosure of all or a portion of a SOQ submitted under this RFQ.

7.3. Organizational Conflicts of Interest

It is the Regents' policy that any person under contract, or previously under contract, with the Regents to prepare procurement documents, preliminary plans, planning reports or other project development products for the Project will not be allowed to participate in any capacity on a Respondent or Developer team. Exceptions to this policy may be granted by the Regents, upon written request from such person, if it is determined that the person's involvement is in the best interest of the public and does not constitute an unfair advantage or violation of law. Respondent teams seeking such exception shall submit such written request as soon as possible because the Regents shall not extend the SOQ Due Date or be responsible for any inability or failure to respond prior to the SOQ Due Date to any such request.

Respondent shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. Respondent shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Respondent is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any person or entity with an organizational conflict of interest, including, but not limited to:

- Jones Lang LaSalle;
- AECOM;
- Solomon Cordwell Buenz;
- Nossaman LLP;
- Ernst & Young Infrastructure Advisors, LLC; and
- Affiliates of the foregoing.

Such persons and entities are also prohibited from participating on a Respondent team as an Equity Member, Major Non-Equity Member, contractor, subcontractor, consultant or subconsultant.

By submitting its SOQ, each Respondent agrees that, if an organizational conflict of interest is thereafter discovered, Respondent must make an immediate and full written disclosure to the Regents that includes a description of the action that Respondent has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose is determined to exist during the procurement process, the Regents may, at its sole discretion, disqualify Respondent. If an organizational conflict of interest that Respondent knew, or should have known about, but failed to disclose exists and Respondent has entered into a Project Agreement as the Developer, the Regents may, at its sole discretion, terminate the Project Agreement. In either case, the Regents reserves all legal rights and remedies.

Respondents are also advised that the Regents' guidelines in this RFQ are intended to augment applicable federal and state law. Such applicable law will also apply to Respondent teams and teaming and may preclude certain firms and their entities from participating on a Respondent team.

7.4. Limitations on Respondent Team Membership

7.4.1. Prequalification and Licensing Requirements

No Respondent will be required to be qualified or approved by the Regents to submit its SOQ under this RFQ. However, the Developer must be qualified to do business in the

State of California at the time of award and the Developer and its team members shall be properly licensed in accordance with the laws of the State of California at the time of submission of a Proposal or award, as applicable. Without limiting the foregoing, the Developer shall hold a valid Class “A” General Engineering Contractor license and a Class “B” General Building Contractor license issued by the California Contractors State License Board at the date of any submission of the Developer’s Proposal, and the Lead Contractor shall hold a valid Class “B” General Building Contractor license issued by the California Contractors License Board at the time of award.

In addition, other members of a Respondent team that will be undertaking work that requires a California license must be prequalified and licensed prior to performing the applicable work assigned to such member. Certain licensing requirements applicable to certain Key Personnel for the purposes of the SOQ are set forth in Part B, Volume 3, Section C.

7.4.2. Participation on More Than One Respondent Team

To ensure a fair and competitive procurement process, Equity Members, Major Non-Equity Members and legal and financial advisors of Respondent teams are forbidden from participating, in any capacity, on another Respondent team during the course of the procurement. The foregoing prohibition does not apply to any non-Equity Member of a Respondent team that is not a Major Non-Equity Member. If a Respondent is not shortlisted as part of the RFQ evaluation process, the members of the unsuccessful Respondent team (including Equity Members and Major Non-Equity Members) are thereafter free to participate on Shortlisted Respondent teams, subject to the requirements of this Part A, Sections 6.7 and 7.3. Any Respondent that fails to comply with the prohibition contained in this Part A, Section 7.4 may be disqualified from further participation as a Respondent for the Project.

8. PROTEST PROCEDURES

8.1. Applicability

This Part A, Section 8 sets forth the exclusive protest remedies available with respect to this RFQ. These provisions prescribe the exclusive procedures for protests regarding:

- (a) Allegations that the terms of the RFQ are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the Regents’ authority;
- (b) A determination as to whether an SOQ is responsive to the requirements of the RFQ or as to whether an SOQ passes the pass/fail criteria set forth in this RFQ; and

- (c) Shortlisting determinations.

8.2. Filing of Protest

Protests must be in writing and received by the Procurement Officer by the applicable deadline set forth in Part A, Section 8.3. The protest must state the specific reasons and facts upon which the protest is based, as well as the name and address of the protestor and the RFQ number. Statements shall be sworn and submitted under penalty of perjury.

8.3. Deadlines for Protests

(a) Protests concerning the issues described in Part A, Section 8.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 calendar days prior to the SOQ Due Date, unless the protest relates to an addendum to the RFQ, in which case the protest must be filed no later than five business days after the addendum is issued.

(b) Protests concerning the issues described in this Part A, Section 8.1(b) or (c) must be filed no later than 5:00 p.m. PT on the third business day after (i) receipt of notification of non-responsiveness or notification that a SOQ failed any pass/fail criterion set forth in Part A, Section 6.2 of this RFQ, or (ii) the earliest of the notification of the shortlist and public announcement of the shortlist, as applicable.

8.4. Associate Vice President Review of Protest

The Associate Vice President and Chief Procurement Officer of the University of California, Office of the President (the “**Associate Vice President**”) will investigate the basis for the protest, analyze the facts, hold an informal hearing if deemed appropriate, and issue a written decision within 15 calendar days of receipt of the protest unless factors beyond the Associate Vice President's reasonable control prevent such a resolution, in which event such decision will be issued as expeditiously as circumstances reasonably permit. The Associate Vice President's decision will state the reasons for the action taken by the Regents. A copy of the decision will be furnished to the protestor and any other Respondents affected by the decision. If necessary to address the issues raised in a protest, the Regents may, in its sole discretion, make appropriate revisions to this RFQ by issuing an addendum.

8.5. Burden of Proof

The protestor shall have the burden of proving its protest. The Associate Vice President may, in his/her sole discretion, discuss the protest with the protestor and other Respondents.

8.6. Review Board Appeal

The protestor and all other Respondents affected by the Associate Vice President's decision on the protest have the right to appeal to the Review Board if not satisfied with the Associate Vice President's decision. The appeal must be in writing and shall specify the decision being appealed and all the facts and circumstances relied upon in support of the appeal. A hard copy of the appeal must be received by the Chair, Review Board, not later than 5:00 p.m. PT on the 3rd business day following appellant's receipt of the written decision of the Associate Vice President, at the following address:

UCM2020 Review Board
University of California
Office of the General Counsel
1111 Franklin Street, 8th Floor
Oakland, CA 94607-5200
Attention: Deputy General Counsel, Business Transactions and Land Use

And by email to:

UCM2020reviewboard@ucop.edu

A copy of the appeal must be sent to all parties involved in the protest, the Procurement Officer and the Associate Vice President, to the same address and in the same manner as the original protest. An appeal received after 5:00 p.m. PT is considered received as of the next business day. If the final date for receipt of an appeal falls on a Saturday, Sunday, or University of California holiday, the appeal will be considered timely only if received by 5:00 p.m. PT on the following business day. The burden of proving timely receipt of the appeal is on the appealing party.

The Associate Vice President will determine the date on which a protestor receives the Associate Vice President's written decision on a protest because the time within which a protest appeal may be filed is measured from that date of receipt. The Procurement Officer will contact the protestor to confirm receipt of the decision or send the decision in a manner that will provide confirmation of delivery.

8.7. Hearing on Appeal

The Chair of the Review Board will review the Associate Vice President's decision and the appeal, and issue a written decision, or if appropriate, appoint a hearing officer ("**Hearing Officer**") to conduct a hearing and issue a written decision. If a hearing is held, the hearing shall be held not later than the 10th calendar day following the appointment of the Hearing Officer unless the Hearing Officer for good cause determines otherwise. The written decision of the Chair or Hearing Officer will state the

basis of the decision, and, subject to Part A, Section 8.8, the decision will be final and not subject to any further appeal. The Chair or Hearing Officer may consult with the University of California's Office of the General Counsel on the decision as to legal issues.

8.8. Judicial Review

Any application for judicial review of a written decision of the Chair or Hearing Officer under Part A, Section 8.7 must be filed by the Respondent within 20 calendar days of issuance of such decision, and Respondent expressly waives its right to judicial review of any such decision if it fails to file an application for judicial review within such 20 calendar-day period.

8.9. Rights and Obligations of Respondents

Each Respondent, by submitting its SOQ, expressly recognizes and agrees to the limitation on its rights to protest and judicial review provided in this Part A, Section 8, and expressly waives all other rights and remedies that may be available to Respondent under law. These provisions are included in this RFQ expressly in consideration for such waiver and agreement by Respondents. If a Respondent disregards, disputes, or does not follow the exclusive protest remedies and right to judicial review provided in this Part A, Section 8, it shall indemnify and hold the Regents and its officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Respondent's actions. Each Respondent, by submitting an SOQ, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

9. REGENTS' RESERVED RIGHTS

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

- Modify the procurement process to address applicable law and/or the best interests of the Regents.
- Revise the scope, type, structure and specific terms of this procurement.
- Modify the scope of the Project during the procurement process.

- Develop the Project, including any portion thereof, in any manner that it, in their sole discretion, deems necessary. If the Regents is unable to negotiate a Project Agreement to its satisfaction with a Preferred Respondent, it may negotiate in succession with the next highest rated Respondent(s), terminate this procurement and pursue other development or solicitations relating to the Project or exercise such other rights under the Statutes and other provisions of State law, as it deems appropriate.
- Cancel this RFQ or the subsequent RFP in whole or in part at any time prior to the execution by the Regents of a Project Agreement, without incurring any cost obligations or liabilities, except as otherwise provided in this Part A, Section 4.5 of this RFQ.
- Issue a new RFQ after withdrawal of this RFQ or a subsequent RFP.
- Not shortlist any Respondent responding to this RFQ.
- Not issue an RFP.
- Reject any and all submittals, responses and SOQs received at any time.
- Modify all dates set or projected in this RFQ.
- Terminate evaluations of responses received at any time.
- Suspend and terminate Project Agreement negotiations at any time, elect not to commence Project Agreement negotiations with any Shortlisted Respondent, and engage in negotiations with other than the highest ranked Shortlisted Respondent.
- Issue addenda, supplements and modifications to this RFQ.
- Appoint evaluation committees to review SOQs, make recommendations and seek the assistance of outside technical, financial and legal experts and consultants in SOQ evaluation.
- Require confirmation of information furnished by a Respondent, require additional information from a Respondent concerning its SOQ and require additional evidence of qualifications to perform the work described in this RFQ, regardless of whether the information or evidence was explicitly required by the RFQ.

- Seek or obtain data from any source that has the potential to improve the understanding and evaluation of the responses to this RFQ.
- Add or delete Respondent responsibilities from the information contained in this RFQ or any subsequent RFP.
- Negotiate with a Shortlisted Respondent without being bound by any provision in its Proposal.
- Waive deficiencies, nonconformities, irregularities, and apparent clerical mistakes in a SOQ, accept and review a non-conforming SOQ or permit clarifications or supplements to a SOQ.
- Disqualify any Respondent that changes its submittal after the SOQ Due Date without the Regents' approval.
- Disqualify any Respondent under this RFQ, the RFP or during the period between the RFQ or RFP for violating any rules or requirements of the procurement set forth in this RFQ, the RFP or in any other communication from the Regents.
- Not issue any notice to proceed after execution of the Project Agreement.
- Develop some or all of the Project itself.
- Exercise any other right reserved or afforded to the Regents under this RFQ or applicable laws and regulations.

This RFQ does not commit or bind the Regents to enter into a contract or proceed with the procurement described herein. Except as expressly set forth in this Part A, Section 4.5 (Payment for Work Product), the Regents assumes no obligations, responsibilities, and liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to or responding to this RFQ, or any subsequent RFP. All of such costs shall be borne solely by each Respondent.

PART B

SUBMITTAL REQUIREMENTS

Submittal Requirements

Respondents are required to assemble their SOQ in the order prescribed and following the outline contained in this Part. Italics indicate explanations or instructions to Respondent as opposed to a request for information. For the convenience of Respondents, an outline of the submittal requirements is set forth in Part B, Exhibit A.

VOLUME 1 – GENERAL AND LEGAL SUBMITTALS

Volume 1 of the SOQ shall contain the following:

SECTION A – General and Administrative

1. **Form A (transmittal letter)**

A duly authorized official of Respondent or lead firm must execute the transmittal letter in blue ink. For Respondents that are joint ventures, partnerships, limited liability companies or other associations, the transmittal shall be appended with letters on the letterhead stationery of each Equity Member, executed by authorized officials of each Equity Member, stating that representations, statements and commitments made in the SOQ on behalf of the Equity Member's firm have been authorized by, are correct, and accurately represent the role of the Equity Member's firm in Respondent team.

2. **Executive Summary**

An Executive Summary, not exceeding 4 pages. The Executive Summary shall be written in a non-technical style and shall contain sufficient information for reviewers with both technical and non-technical backgrounds to become familiar with Respondent's SOQ and its ability to satisfy the financial and technical requirements of the Project. The Executive Summary shall address why Respondent wants to become Developer.

SECTION B - Respondent Structure

Respondents shall provide the following information relevant to the Respondent, its Major Team Members, the lead or managing entity member of Respondent team, and any other team members that Respondent wishes to identify in its SOQ. Respondent must identify all Major Team Members.

1. **Respondent**

Identify the legal name of Respondent. If the name is a "doing business as" (DBA), identify underlying names. Identify a single point of contact (a real person) and include the following information: name, title, address, telephone number and e-mail address.

Identify the legal name and nature of Respondent and the state of its organization. If Respondent is a consortium, partnership or any other form of a joint venture, the SOQ shall contain:

- (a) An executed teaming agreement, but if an executed teaming agreement does not yet exist, the SOQ shall contain the summary of the key terms of the anticipated agreement. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1; and
- (b) A letter signed by each Equity Member indicating a willingness to accept joint and several liability until the point at which Developer creates a special purpose entity as permitted in the Project Agreement.

2. **Equity Members**

For each Equity Member of Respondent, identify the entity's role, planned equity ownership percentage and the entity's legal nature and state of organization.

3. **Major Non-Equity Members and Other Identified Non-Equity Members**

- (a) Identify all Major Non-Equity Members and any other team members that Respondent wishes to identify (e.g., legal advisors) in its SOQ at this time ("**Other Identified Non-Equity Member**"). For each Major Non-Equity Member and Other Identified Non-Equity Member of Respondent, identify the entity's role and the entity's legal nature and state of organization. Respondents shall not include more than one of each Major Non-Equity Member (provided that the foregoing does not preclude a Major Non-Equity Member from being a consortium, partnership or any other form of joint venture or team, as applicable, as contemplated in the RFQ).
- (b) If any of the Major Non-Equity Members is a consortium, partnership or any other form of joint venture, the SOQ shall contain an executed teaming agreement, but if an executed agreement does not yet exist, the SOQ shall contain a summary of the key terms of the anticipated teaming agreement. Executed teaming agreements or summaries of teaming agreement key terms shall be included in an appendix to Volume 1. If the Lead Campus Planner or the Lead Contractor is structured as a consortium, partnership or other form of joint venture, it must be structured on a joint and several basis.

4. **Form B and Organizational Charts**

Provide **Form B**.

Provide an organizational chart which sets forth the Respondent's structure, teaming arrangements and reporting requirements.

Provide a separate organizational chart covering Key Personnel.

5. **Forms C and D**

Provide executed originals of **Form C** and **Form D** for the Respondent, each Major Team Member, and each Financially Responsible Party.

SECTION C - Legal Information

The following information regarding legal issues affecting Respondent and its team members shall be submitted:

1. **Legal Issues**

Identify and explain any significant anticipated federal or state legal issues relating to Respondent, any Equity Members and any Major Non-Equity Members that must be resolved in order to deliver the Project and perform its obligations under a Project Agreement.

2. **Legal Liabilities**

Provide a list and a brief description (including the project name, contract value, amount at issue and, if an Affiliate, the full legal name of the Affiliate and its relationship to the relevant Major Team Member or Respondent, as the case may be) of all instances during the last five years (measured from the date of issuance of this RFQ) involving (1) public-private partnership projects in North America, (2) social infrastructure projects in North America, or (3) those projects listed pursuant to Part B, Volume 2, Section E or Part B, Volume 3, Section A, in which Respondent, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing was (i) determined, pursuant to a determination in a court of law, arbitration proceeding or other dispute resolution proceeding, to be liable for a material breach of contract, or (ii) terminated for cause. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

For purposes of this Part B, Volume 1, Sections C.2 and C.3, "**Affiliate**" means and includes parent companies at any tier, subsidiary companies at any tier, entities under common ownership, joint ventures and partnerships involving such entities (but only as

to activities of joint ventures and partnerships involving the Respondent, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving the Respondent, any Equity Member or any Major Non-Equity Member), and any Financially Responsible Party, that, (a) within the past five years (measured from the date of issuance of this RFQ) have engaged in business or investment in North America or (b) have been involved, directly or indirectly, in the debt or equity financing, credit assistance, design, construction, management, operation or maintenance for any project listed by an entity pursuant to Part B, Volume 2, Section E or Part B, Volume 3, Section A.

3. **Legal Proceedings**

Provide a list and a brief description (including the project name, contract value, amount at issue, resolution and, if an Affiliate, the full legal name of the Affiliate and its relationship to the relevant Major Team Member or Respondent, as the case may be) of each arbitration, litigation, dispute review board and other formal dispute resolution proceeding occurring during the last five years (measured from the date of issuance of this RFQ) related to a (1) public-private partnership project in North America; and (2) government-sponsored or owned social infrastructure project in North America involving a claim or dispute between the project owner and Respondent, any Equity Member, any Major Non-Equity Member or any Affiliate of the foregoing involving an amount in excess of the smaller of (a) 2% of the original contract value or (b) \$500,000 on projects with a contract value in excess of \$25 million. Include items that were subject to arbitration, litigation, dispute review board or other formal dispute resolution proceedings even if settled without completion of the proceeding. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

Include a similar list and description of all claims or disputes, if any, in connection with the projects included in the response to Part B, Volume 2, Section E or Part B, Volume 3, Section A involving an amount in excess of \$100,000, regardless of the contract value. For each instance, identify an owner's representative with a current telephone number (and e-mail address if available).

With respect to the information solicited in this Part B, Volume 1, Sections C.1, C.2 and C.3, failure to fully disclose this information, conditional or qualified submissions (i.e., "to our knowledge", "to the extent of available information", "such information is not readily available", "such information is not maintained in the manner requested", etc.) to requests or questions posed, incomplete or inaccurate submissions or non-responsive submissions, or failure to provide information enabling the Regents to contact owner representatives may, in the sole discretion of the Regents, lead to a lower evaluation score or a "fail" rating for the team or disqualification from the procurement process.

VOLUME 2 – FINANCIAL SUBMITTALS

Volume 2 of the SOQ shall contain the following items.

Respondents shall package the information separately for each separate entity with a cover sheet identifying the name of the entity and its role in Respondent's organization (i.e., Equity Member, Financially Responsible Party, Lead Architect, etc.).

SECTION A – Financial Statements

Provide financial statements for Respondent, each Equity Member, each Major Non-Equity Member and each Financially Responsible Party for the three (3) most recently completed fiscal years. In each case, if the entity is a consortium, partnership or any other form of a joint venture, provide financial statements for all such members. For entities that are fund managers of an investment fund, provide the financial statements for the fund manager, the limited partnership(s) constituting the investment fund, and the general partner(s) of the investment fund.

- i. Opinion Letter (Auditor's Report) for audited financial statements
- ii. Balance Sheet
- iii. Income Statement
- iv. Statement of Changes in Cash Flow
- v. Footnotes audited by a certified public accountant in accordance with generally accepted accounting principles (GAAP) or International Financial Reporting Standards (IFRS) for audited financial statement.

In addition, Financial Statements must meet the following requirements:

- a. **GAAP/IFRS:** Financial Statements must be prepared in accordance with U.S. Generally Accepted Accounting Principles (U.S. GAAP) or International Financial Reporting Standards (IFRS). If financial statements are prepared in accordance with principles other than U.S. GAAP or IFRS, a letter must be provided from a certified public accountant discussing the areas of the financial statements that would be affected by a conversion to U.S. GAAP or IFRS. A restatement of the financial information in accordance with U.S. GAAP or IFRS is not required.
- b. **U.S. Dollars:** Financial statements should be provided in **U.S. dollars** if available. If financial statements are not available in U.S. dollars,

Respondent must include summaries of the Income Statements, Statement of Changes in Cash Flow and Balance Sheets for the applicable time periods converted to U.S. dollars by a certified public accountant.

- c. **Audited:** Financial Statements must be audited by an independent party qualified to render audit opinions (e.g. a Certified Public Accountant). If audited financials are not available for an entity, the SOQ shall include unaudited financial statements for such entity, certified as true, correct and accurate by the chief executive, chief financial officer or treasurer (or equivalent position or role) of the entity.
- d. **English:** Financial Statement information must be prepared in English. If audited financial statements are prepared in a language other than English, then, subject to Part A, Section 5.2, translations of all financial statement information must be accompanied with the original financial statement information.
- e. **Newly Formed/Wholly-Owned Subsidiary Entity:** If the Respondent, Equity Member of Respondent, Major Non-Equity Member or Financially Responsible Party is a newly formed entity or a wholly-owned subsidiary entity and does not have independent financial statements, financial statements for the equity owners of such entity shall be provided (and the entity shall expressly state that the entity is a newly formed entity or a wholly-owned subsidiary entity, as applicable, and does not have independent financial statements). The entity that provides the financial statements shall be a Financially Responsible Party.
- f. **SEC Filings:** If any entity for which financial information is submitted hereby files reports with the Securities and Exchange Commission, then such financial statements shall be provided through a copy of their annual report on Form 10K. For all subsequent quarters, provide a copy of any report filed on Form 10Q or Form 8-K which has been filed since the latest filed 10K.

SECTION B – Additional Financial Information

1. Material Changes in Financial Condition

Provide information regarding any material changes in financial condition for Respondent, each Equity Member, each Major Non-Equity Member, and each Financially Responsible Party (if any of the foregoing are a consortium, partnership or

any other form of a joint venture, for all such members) for the past three years and anticipated for the next reporting period.

If no material change has occurred and none is pending, each of these entities shall provide a letter from their respective chief executive officer, chief financial officer or treasurer (or equivalent position or role) so certifying.

In instances where a material change has occurred, or is anticipated, the affected entity shall provide a statement describing each material change in detail, actual and anticipated association changes or disruptions in executive management, the likelihood that the developments will continue during the period of performance of the Project development, and the projected full extent, nature and impact, positive and negative, of the changes experienced and anticipated to be experienced in the periods ahead. Include discussion of how the change is anticipated to affect the organizational and financial capacity, ability and resolve of Respondent, each Equity Member, each Major Non-Equity Member and each Financially Responsible Party, as applicable, to remain engaged in this procurement and submit a responsive Proposal.

Estimates of the impact on revenues, expenses and the change in equity will be provided separately for each material change as certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role).

References to the notes in the financial statements are not sufficient to address the requirement to discuss the impact of material changes.

Where a material change will have a negative financial impact, the affected entity shall also provide a discussion of measures that would be undertaken to insulate the Project from any recent material changes, and those currently in progress or reasonably anticipated in the future.

If the financial statements indicate that expenses and losses exceed income in each of the three completed fiscal years (even if there has not been a material change), the affected entity shall provide a discussion of measures that will be undertaken to make the entity profitable in the future and an estimate of when the entity will be profitable.

Set forth below is a representative list of events intended to provide examples of what the Regents considers a material change in financial condition. This list is intended to be indicative only. At the sole discretion of the Regents, any failure to disclose a prior or pending material change may result in disqualification from further participation in the selection process.

List of Representative Material Changes

- An event of default or bankruptcy involving the affected entity, or the parent corporation of the affected entity;
- A change in tangible net worth of 10% of shareholder equity;
- A sale, merger or acquisition exceeding 10% of the value of shareholder equity prior to the sale, merger or acquisition which in any way involves the affected entity or parent corporation of the affected entity;
- A downgrade in credit rating for the affected entity or parent corporation of the affected entity;
- Non-payment of any debt service;
- Inability to meet material conditions of loan or debt covenants by the affected entity or parent corporation of the affected entity which has required or will require a waiver or modification of agreed financial ratios, coverage factors or other loan stipulations, or additional credit support from shareholders or other third parties;
- In the current and three most recent completed fiscal years, the affected entity or the parent corporation of the affected entity either: (i) incurs a net operating loss; (ii) sustains charges exceeding 5% of the then shareholder equity due to claims, changes in accounting, write-offs or business restructuring; or (iii) implements a restructuring/reduction in labor force exceeding 200 positions or involves the disposition of assets exceeding 10% of the then shareholder equity; and
- Other events known to the affected entity which represents a material change in financial condition over the past three years, or may be pending for the next reporting period.

2. **Off-Balance Sheet Liabilities**

A letter from the chief financial officer or treasurer (or equivalent position or role) of the entity or the certified public accountant for each entity for which financial information is submitted, identifying all off balance sheet liabilities in excess of \$25 million dollars in the aggregate.

3. Credit Ratings

The Respondent shall provide a list identifying (1) each entity for which financial statements are provided, (2) a statement indicating whether each entity has a credit rating, (3) and, if so, providing a copy of its current credit rating.

For entities that are fund managers of an investment fund, the Respondent must provide a letter from the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the investment fund which certifies the following:

- The investment capacity of the fund (including supplemental information to the financial statements (as necessary) of the investment fund to positively demonstrate the existence of existing and/or committed capital capacity for the Project, consistent with the likely equity investment and the Equity Member's responsibility to provide its share percentage. Examples of supplemental information include subscription agreements, letters from third party escrows holding deposits, etc.);
- The ownership structure of the various entities in the hierarchy of the fund;
- The investment criteria of the fund;
- The approval process for an equity investment; and
- The description of recent changes in the organization of the fund.

To the extent that the entity cannot positively demonstrate the existence of existing and/or committed capital capacity for the Project, then the Regents, in its sole discretion, reserves the right, but not the obligation, to request a guarantor, a Financially Responsible Party and/or additional Equity Members before or after the completion of the Regents' evaluation of the SOQ.

4. Financial Qualifications – Summary Financial Information – Form G

A completed **Form G** summarizing the financial information for the Respondent, Equity Members, Major Non-Equity Members and any Financially Responsible Party.

For entities that are fund managers of an investment fund, **Form G** must be provided for the fund manager, the limited partnership(s) constituting the investment fund and the general partner(s) of the investment fund.

Form G shall be certified by the chief executive officer, chief financial officer or treasurer (or equivalent position or role) of the entity providing the information.

SECTION C – Financially Responsible Party Letter of Support

If Financial Statements of a parent company, affiliate company or investment fund (if the relevant entity is a fund manager) (a “**Financially Responsible Party**”) are provided to demonstrate financial capability of the Respondent or any Equity Member or Major Non-Equity Member, an appropriate letter from the applicable Financially Responsible Party must be provided confirming that it will financially support all the obligations of Respondent, Equity Member or Major Non-Equity Member, as applicable, with respect to the Project. This letter must be signed by the chief executive, chief financial officer, treasurer (or equivalent position or role) of the Financially Responsible Party.

If a Financially Responsible Party is identified for a Major Non-Equity Member, then such Financially Responsible Party may, in the Regents’ sole discretion, be required to guarantee the performance of the Major Non-Equity Member.

Respondents shall note that the Regents may, in its discretion based upon the review of the information provided, or the Respondent’s form of organization, specify that an acceptable Financially Responsible Party is required as a condition precedent prior to shortlisting. If a Major Non-Equity Member is a limited liability entity or a newly formed entity, a Financially Responsible Party must be identified and included with respect to the Major Non-Equity Member’s obligations relating to the Project (and all information required of Financially Responsible Parties must be provided).

For purposes of this Section C, (i) “**parent company**” means parent companies at any tier and (ii) “**affiliate company**” means (A) subsidiary companies at any tier, (B) entities under common ownership, (C) joint ventures and partnerships involving such entities (but only as to activities of joint ventures and partnerships involving Respondent, any Equity Member or any Major Non-Equity Member as a joint venturer or partner and not to activities of other joint venturers or partners not involving Respondent, any Equity Member or any Major Non-Equity Member), and other Financially Responsible Parties for the entity.

SECTION D – Surety Letter

A letter from an Eligible Surety indicating that Respondent team is capable of obtaining both a payment bond (or bonds) and a performance bond (or bonds), each in an aggregate stated amount of \$275 million, as evidence of Respondent’s or Lead Contractor’s bonding capacity. Letters indicating “unlimited” bonding capability are not acceptable.

The letter must specifically state that the surety/insurance company has read this RFQ and any addenda and evaluated Respondent's (or, if applicable, Lead Contractor's) backlog and work-in-progress in determining its bonding capacity.

In instances where the response to this Part B, Volume 2, Section B contains descriptions of proposed or anticipated material changes in the financial condition, as applicable, of Respondent, Lead Contractor or any other entity for which financial information is submitted as required hereby for the next reporting period, a certification that the Eligible Surety's analysis specifically incorporates a review of the factors surrounding the proposed or anticipated material changes in the financial condition of Respondent, the Lead Contractor or such other entity for which financial information is submitted, as applicable, and identifying any special conditions which may be imposed before issuance of surety bonds for the Project.

If a Respondent or Lead Contractor to obtain the bonds is a joint venture, partnership, limited liability company or other association, separate letters for one or more of the individual Equity Members are acceptable, as is a single letter covering all Equity Members of such entity; provided, however, that each separate letter provided must reference the specific portion of the \$275 million amount that the Eligible Surety is indicating it is willing to provide. Statements such as "[the entity's] share of the work/bond amount" or the like are not acceptable.

The Regents has not yet determined the specific amount or form of payment and performance bonds that it will require for the Project. Respondents are advised that the RFP may, to the extent commercially available and determined appropriate by the Regents for the Project, require payment and performance bond amounts in excess of the \$275 million amount referenced above. The Regents shall delineate such requirements, which will be consistent with applicable law, in the RFP.

SECTION E – Equity Members' Project Experience

1. Relevant Experience

A description (not to exceed one (1) page per project) of relevant experience held by the Equity Members (for entities that invest equity through one or more funds or vehicles under common or similar management or ownership, the experience of all such funds and vehicles may be included) on projects where such Equity Member acted in a role as a concessionaire/private partner/equity member in connection with such project that reached financial close and which meet the applicable evaluation criteria set forth in Part A, Sections 6.2.2(b) and 6.3.2. For each project, identify which Equity Member holds the relevant experience.

Include up to eight (8) projects in the aggregate for all Equity Members. For each project, include a project description describing the role of the Equity Member on such project, relevance of the project and the entity's experience to the Project and why that experience will provide value to the Regents should Respondent be awarded the Project Agreement, information on the other equity investors (including percentage interests), lenders, equity raised, financing raised and finance structure.

2. **Project Information – Form F**

With respect to each project identified pursuant to this Part B, Volume 2, Section E.1, provide in **Form F** (a) the Equity Member's name, (b) the owner's name, address, contact name and current e-mail address and telephone phone number, (c) the project name and location, (d) project size (construction value, financing size and annual operations and maintenance value), (e) debt amount and source, (f) date of financial close, (g) construction start date, (h) percentage of work completed by March 31, 2014, (i) level of Equity Member's participation, (j) type of concession/PPP, and (k) project outcome or current status (including identification and a description of an increase in the original contract amount by the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases or time extensions, as applicable). List no more than eight (8) projects in the aggregate per Respondent team in **Form F**.

3. **Project References – Form F-1**

Provide reference information on **Form F-1** for all projects identified on **Form F**. References shall be owners of projects identified in **Form F**.

Respondents are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, the Regents may elect to exclude the experience represented by that project in determining Respondent's qualifications.

SECTION F – Project Approach (Financial)

Provide a statement (not to exceed five (5) pages in total) describing the Respondent's approach to financing the Project, including identification of any perceived challenges to financing the Project and proposed innovations to meet these challenges. Include in the statement what Respondent views as the most significant risks to the Regents and the Developer with respect to financing the Project and how those risks can be addressed, mitigated or allocated in order to provide best value to the Regents.

SECTION G – Other Submittals

Provide a copy of each of the following:

1. Executive Summary required under Part B, Volume 1, Section A.2;
2. Information required under Part B, Volume 1, Section B.2;
3. All submittals required under Part B, Volume 1, Section B.4; and
4. **Form C** for Respondent, each Equity Member and each Financially Responsible Party.

VOLUME 3 – TECHNICAL SUBMITTALS

Volume 3 of the SOQ shall contain the following:

SECTION A – Project Experience (Form E)

Complete and submit a **Form E**, in accordance with the instructions set forth thereon, for each Major Non-Equity Member, reflecting relevant project experience held by such Major Non-Equity Member that demonstrates its extent and depth of experience in the following applicable categories and meets the applicable pass-fail criteria set forth in Part A, Section 6.2.3(1):

- (a) Campus planning, programming and design of individual building projects of comparable scale and complexity for state and/or private institutions of higher learning that reflect the diverse program types required for this Project;
- (b) Campus-wide sustainability projects, including experience in areas such as:
 - Establishing and using target benchmarks and comparative research;
 - Planning low impact development and sustainable storm-water management;
 - Planning on-site wastewater/sewage treatment and/or waste water bio mass energy generation;
 - Developing sustainability engagement programs; and
 - Planning campuses with high performance building imperatives and Triple Net Zero objectives;
- (c) Campus utility infrastructure systems (central plant and distribution) of comparable size and complexity, including the following systems:
 - Chilled water supply and distribution;
 - High/medium voltage electricity;
 - Emergency power;
 - Renewable energy;
 - IT/data/phone;

- Domestic water;
 - Reclaimed/recycled/non-potable water;
 - Sanitary sewer; and
 - Storm water management;
- (d) Projects delivered pursuant to alternative delivery methods (e.g., design-build, design-build-operate/maintain, design-build-finance, design-build-finance-operate/maintain, construction manager at risk, integrated project delivery, etc.), including extent and depth of experience in successfully carrying out, as a member of an integrated team, projects with an operation and maintenance scope; and
- (e) Multi-phase, multi-product projects delivered on time and within budget, while accommodating the needs of multiple stakeholders.

A maximum of fifteen (15) projects in the aggregate per Respondent Team may be included. Each **Form E** (including any attachments thereto but excluding illustrations) shall not exceed four (4) pages and illustrations submitted with each **Form E** shall not exceed two (2) pages. The footnotes contained in **Form E** will not count toward the specified page limit.

For design firms, projects or contracts listed that were traditional design-bid-build consultant/architectural services contracts (as opposed to, for example, design-build contracts), the information provided shall be limited only to the consultant/architectural services contract, rather than any ensuing construction or operations and maintenance contract where such entity had limited or no involvement.

For construction firms, for projects or contracts listed using the traditional design-bid-build delivery method, the information provided shall be limited only to the construction contract, rather than any design or operations and maintenance contract where such entity had limited or no involvement.

Respondents are requested to verify that all contact information is correct, and are advised that if any contact information provided is not current, the Regents may elect to exclude the experience represented by that project in determining Respondent's qualifications.

SECTION B – Project Approach (Technical)

Provide a statement (not to exceed fifteen (15) pages in total) describing the Respondent's overall approach to the design, construction, operation and maintenance of the Project, including the following:

1. **General Approach to the Project**

A description of the Respondent's conceptual plan to design, construct, operate and maintain the Project, including a discussion of life cycle value. The description shall include:

(a) The role and relevant background experience of each Major Team Member and Key Personnel who would be involved in the timely implementation of the Project concept, and the allocation of responsibilities amongst the Major Team Members for each phase of the Project and management of the interface risks between them. If the Architectural Team is comprised of more than one firm, include in the description the Respondent's approach to structuring the roles of the members within the Architectural Team.

(b) The Respondent's approach to subcontracting and subconsulting. The Respondent may, but is not required to, identify specific subcontractors and subconsultants to be included on the Respondent's team, provided that to the extent that any subcontractor or subconsultant is specifically identified in the Project Approach (Technical), the Respondent may not remove or replace such subcontractor or subconsultant from its team without the prior written approval of the Regents.

(c) The Respondent's general approach to project management and oversight throughout the term of the Project, including with respect to:

- Day-to-day project management and reporting;
- Schedule and cost management;
- Quality Control/Assurance;
- Document management; and
- Risk management.

(d) The Respondent's approach to the master planning of the Project, specifically including the following elements:

- Integrating the Regents' desire to develop creative mixed-use facilities in a compact pedestrian friendly environments that result in unique, dynamic and inspiring environments for students, faculty and the campus community;

- Integrating the projects natural features into the campus plan and design;
- Landscape design and the places “in between” that support a pedestrian friendly environment and connects the Project with the original campus to enhance the overall campus environment that promotes meeting places, people gathering places and that create a sense of place;
- Infrastructure development that supports a cost-effective and environmentally sensitive solution to operate the campus expansion and move the campus toward its goal of Triple Net Zero; and
- Integrating total cost of ownership and long-term operational considerations into the master plan concepts.

(e) The Respondent’s approach to site infrastructure design, construction, operation and maintenance, including traffic and pedestrian flow design, and campus utility infrastructure. Specifically address the Respondent’s approach to:

- Traffic and pedestrian flow modeling, walkability design, etc.;
- Selecting which systems are best delivered centrally as opposed to locally;
- Selecting designs, systems and materials to optimize maintainability and system resilience; and
- Operating the campus-wide utility infrastructure systems, including optimizing cost of utilities, maintenance and asset replacement, and maintaining reliability and resiliency.

(f) The Respondent’s general approach to the design of all Project elements, including:

- Coordination of the efforts of various architectural and engineering teams;
- Ensuring that a consistent design theme is applied across the campus;
- Integrating appropriate mixed uses in various Project elements to support an inspiring and dynamic learning environment, providing

opportunities for interdisciplinary scholarly activities and interaction amongst students, faculty and the campus community;

- Innovative trends in technical research, lab facilities and classroom design; and
- Innovative trends in student housing and student life facilities.

(g) The Respondent's approach to construction of the Project, including how to ensure achievement of schedule, and identification of any perceived construction challenges particular to this Project and this region (particularly the Central Valley) and how it proposes to address them.

(h) The Respondent's approach to operating and maintaining the Project elements, including buildings, furniture, fixtures and equipment, utilities, infrastructure and site development, specifically to address cost effective delivery of resilience and reliability measured against established performance standards.

(i) The Respondent's approach to ensuring sustainability concepts and principles are evaluated and appropriately integrated into all Project elements in order to facilitate achievement of UC Merced's goal of a Triple Net Zero campus. Include description of the Respondent's approaches to (i) establishing and using appropriate target benchmarks for buildings and campuses, (ii) providing operations and maintenance in a sustainable manner, recognizing ongoing performance against target metrics (including optimizing building life and reducing construction and demolition waste during the project lifecycle), and (iii) sustainable stormwater management and eliminating impact on downstream resources.

2. **Risk Factors**

Identify what Respondent views as the most significant risks to the Regents and the Developer with respect to the development, design, construction, operation and maintenance of the Project, and how those risks can be addressed, mitigated or allocated in order to provide best value to the Regents.

3. **Availability of Resources**

Describe Respondent's approach to ensuring that sufficient levels of qualified labor and personnel, including firms and personnel, will be available to Respondent (and which can and will be committed to the Project) to ensure the Project is undertaken and performed in a timely manner and avoid delays or interruptions to the work.

4. Regional Considerations

Identify what Respondent views as challenges and requirements particular to undertaking the Project in the Central Valley region and Respondent's approach to addressing those challenges and requirements.

SECTION C – Personnel Qualifications

1. Form H

Complete and submit **Form H** for each of following key personnel and management staff (collectively, "**Key Personnel**") of the Respondent team:

(a) **Project Executive** (if different from the Project Manager) with at least 10 years' experience as a project executive and having worked on a minimum of two (2) projects, each of at least \$300 million, in the past fifteen years. At least one of the projects worked on must be a project listed in the qualifications for either an Equity Member or the Lead Contractor. The Project Executive shall be an individual with authority to make binding decisions on behalf of the Developer through the design and construction phases of the Project and shall have overall responsibility for ensuring that the Project is delivered in accordance with the terms and conditions of the Project Agreement.

(b) **Project Manager** with at least 10 years' experience as a project manager and having worked on a minimum of two (2) projects in higher education, at least one of which is valued at \$75 million or more, in the past ten years. One of the projects must have spanned three years or more and involved a combination of infrastructure and building development. The Project Manager shall be an individual with authority to make binding decisions on behalf of the Developer through the design and construction phases of the Project and shall be responsible for managing and coordinating the entire development process, including budgeting, scheduling, planning, design, construction, FF&E and such other processes related to the design and construction of the Project.

(c) **Campus Planner** with at least 10 years' experience as a lead campus planner who has worked on a minimum of two (2) higher education campus master plans, each with a minimum enrollment projection of 8,000 FTE students, within the last seven years. At least one of these projects must be a project identified in Part B, Volume 3, Section A. The Campus Planner must have an AICP designation.

(d) **Research Laboratory Architect** with at least 10 years' experience as a lead architect for higher education research facilities who has worked on a minimum of two (2) higher education research facilities, each of at least 100,000 GSF, within the last

seven years. At least one of these projects must be a project identified in Part B, Volume 3, Section A. The Lead Research Architect must be licensed in California for architects in the role of Architect of Record.

(e) **Academic Classroom Architect** with at least 10 years' experience as a lead architect for higher education academic and classroom facilities and having worked on a minimum of two (2) higher education academic and classroom facilities, each of at least 75,000 GSF, within the last seven years. At least one of the projects must be a project identified in Part B, Volume 3, Section A. The Academic Classroom Architect must be licensed in California for architects in the role of Architect of Record.

(f) **Student Life Facility Architect** with at least 10 years' experience as a lead architect for higher education academic and classroom facilities and having worked on a minimum of two (2) higher education student life facilities within the last seven years. At least one of the projects must be a project identified in Part B, Volume 3, Section A. The Student Life Facility Architect must be licensed in California for architects in the role of Architect of Record.

(g) **Student Housing Architect** with at least 10 years' experience as a lead architect for higher education student housing facilities and having worked on a minimum of two (2) higher education student housing facilities, each with a minimum of 300 beds, within the last seven years. At least one of the projects must be a project that is identified in Part B, Volume 3, Section A. The Student Housing Architect must be licensed in California for architects in the role of Architect of Record.

(h) **Construction Manager** with at least 10 years' experience as a construction manager and having worked on a minimum of two (2) projects, each of at least \$300 million in construction value, in the past seven years. At least one of the projects must be a project identified in the Lead Contractor's qualifications. The Construction Manager shall be an individual with authority to make binding decisions on behalf of the Lead Contractor.

(i) Any other key members of Respondent's management team (including any individual who is listed in an organizational chart at a level equal or higher than the individuals described in clauses (a) through (h) above).

With respect to the Key Personnel requirements set forth in clauses (d) through (g) above, at least one of the projects meeting the requirements of each of (d) – (g) above must have reached substantial completion of construction, and all others must have reached completion of design.

Each **Form H** shall not exceed seven (7) pages, excluding illustrations, and illustrations submitted with each **Form H** shall not exceed two (2) pages.

Respondents are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Regents may elect to exclude the experience represented in determining the key person's qualifications.

2. **Commitment of Key Personnel**

An express, written statement from each entity employing such individuals committing that the individuals designated in the SOQ for the positions or roles described in clauses (a)-(i) of this Section C shall be available to serve the role so identified in connection with the Project. While the Regents recognizes personnel availability and scheduling issues impact Respondents, Respondents are urged only to identify and proffer personnel that they reasonably believe will be available for, and intend to assign to work on, the Project for the positions identified. Procedures for changes of such personnel will be set forth in the RFP; however, requests to implement such changes will be carefully reviewed by the Regents and shall be subject to the Regents' prior approval. Failure to obtain the Regents' approval for such changes may result in disqualification of the Respondent by the Regents.

SECTION D – Other Submittals

Provide a copy of each of the following:

1. Executive Summary required under Part B, Volume 1, Section A.2;
2. Information required under Part B, Volume 1, Section B.3.a;
3. All submittals required under Part B, Volume 1, Section B.4; and
4. **Form C** for each Major Non-Equity Member.

VOLUME 4 – CONFIDENTIAL SUBMITTALS

Volume 4 of the SOQ shall contain the following:

1. The Respondent shall execute the first page of each binder (for the original hard copy) or each file (for electronic copies) for Volume 4 and shall set forth the specific items that the Respondent deems confidential, trade secret or proprietary information protected from public disclosure under California law. Each entry shall identify the specific California law that the Respondent believes would protect that item from public disclosure. Blanket designations that do not identify the specific information shall not be acceptable and may be a cause for the Regents to treat the entire SOQ as public information. Notwithstanding the foregoing, the list required under this Part B, Volume 4, Section 1 is intended to provide input to the Regents as to the confidential nature of a Respondent's SOQ, but in no event shall such list be binding on the Regents or determinative of any issue relating to confidentiality.

2. The Respondent shall separate the items included in Volume 4 into technical information and financial information and submit these two types of information in two separate binders (for the original hard copy) and two separate files (for electronic copies) in order to facilitate the evaluation process. The Respondent shall label these binders or files, as applicable, "Volume 4: Confidential Proprietary Information – Technical" or "Volume 4: Confidential Proprietary Information – Financial," as appropriate.

3. The Regents will consider the Respondent to have waived any claim of confidentiality and exemption from public disclosure for any materials placed in any other location in the SOQ than in Volume 4, even if the Respondent includes that item in the list described in this Part B, Volume 4, Section 1.

EXHIBIT A

SOQ SUBMITTAL OUTLINE

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 1 – GENERAL AND LEGAL SUBMITTALS		
1. General		
(a) Transmittal Letter	Form A	Part B, Volume 1, Section A.1
(b) Executive Summary (not to exceed 4 pages)	--	Part B, Volume 1, Section A.2
2. Respondent Structure and Experience		
(a) Respondent	--	Part B, Volume 1, Section B.1
(b) Equity Members	--	Part B, Volume 1, Section B.2
(c) Major Non-Equity Members and Other Identified Non-Equity Members	--	Part B, Volume 1, Section B.3
(d) Respondent Team Summary	Form B	Part B, Volume 1, Section B.4
(e) Organization Chart – Respondent Structure	--	Part B, Volume 1, Section B.4
(f) Organization Chart – Key Personnel	--	Part B, Volume 1, Section B.4
(g) Information re Respondent, Major Team Members and Financially Responsible Parties	Form C	Part B, Volume 1, Section B.5
(h) Certification	Form D	Part B, Volume 1, Section B.5
3. Legal Information		
(a) Legal Issues	--	Part B, Volume 1, Section C.1
(b) Legal Liabilities	--	Part B, Volume 1, Section C.2
(c) Legal Proceedings	--	Part B, Volume 1, Section C.3

SOQ Component	Form (if any)	RFQ Section Cross-Reference
VOLUME 2 – FINANCIAL SUBMITTALS		
1. Financial Statements	--	Part B, Volume 2, Section A
2. Additional Financial Information		
(a) Material Changes in Financial Condition	--	Part B, Volume 2, Section B.1
(b) Off-Balance Sheet Liabilities	--	Part B, Volume 2, Section B.2
(c) Credit Ratings		Part B, Volume 2, Section B.3
(d) Financial Qualifications- Summary of Financial Information	Form G	Part B, Volume 2, Section B.4
3. Financially Responsible Party Letter of Support	--	Part B, Volume 2, Section C
4. Surety Letter	--	Part B, Volume 2, Section D
5. Equity Members' Project Experience		
(a) Relevant Experience	--	Part B, Volume 2, Section E.1
(b) Project Information	Form F	Part B, Volume 2, Section E.2
(c) Project References	Form F-1	Part B, Volume 2, Section E.3
6. Project Approach (Financial)	--	Part B, Volume 2, Section F
7. Other Submittals	Form C and other forms	Part B, Volume 2, Section G
VOLUME 3 – TECHNICAL SUBMITTALS		
1. Project Experience and References	Form E	Part B, Volume 3, Section A
2. Project Approach (Technical)	--	
(a) General Approach to the Project		Part B, Volume 3, Section B.1
(b) Risk Factors		Part B, Volume 3, Section B.2
(c) Availability Resources		Part B, Volume 3, Section B.3
(d) Regional Considerations		Part B, Volume 3, Section B.4

SOQ Component	Form (if any)	RFQ Section Cross-Reference
3. Personnel Qualifications		
(a) Form H	Form H	Part B, Volume 3, Section C.1
(b) Commitment of Key Personnel	--	Part B, Volume 3, Section C.2
4. Other Submittals	Form C and other forms	Part B, Volume 3, Section D
VOLUME 4 – CONFIDENTIAL SUBMITTALS		
(a) Confidential Proprietary Information – Technical	--	Part B, Volume 4, Section 2
(b) Confidential Proprietary Information – Financial	--	Part B, Volume 4, Section 2

PART C FORMS

FORM A

TRANSMITTAL LETTER

RESPONDENT: _____

RFQ# UCM20200414-1

SOQ Date: _____, 2014

The Regents of the University of California
1715 Canal Street
Merced, CA 95340
Attention: Ms. Cindi Deegan, Procurement Officer

Ladies and Gentlemen:

The undersigned (“**Respondent**”) submits this statement of qualifications (this “**SOQ**”) in response to the Request for Qualifications dated September 25, 2014 (as amended, the “**RFQ**”), issued by the Regents of the University of California (the “**Regents**”) for the comprehensive development of the UC Merced 2020 Project. Initially capitalized terms not otherwise defined herein shall have the meanings set forth in the RFQ.

Enclosed, and by this reference incorporated herein and made a part of this SOQ, are the following:

- Volume 1: Transmittal Letter (this **Form A**), Executive Summary, Respondent Structure and Experience (including **Forms B, C and D**), Legal Information;
- Volume 2: Financial Statements, Additional Financial Information (including **Form G**), Financially Responsible Party Letter of Support, Surety Letter, Equity Members’ Project Experience (including **Forms F and F-1**), Project Approach (Financial), Other Submittals (including **Form C**);
- Volume 3: Project Experience (including **Form E**), Project Approach (Technical), Personnel Qualifications (including **Form H**), Other Submittals (including **Form C**); and

Volume 4: Confidential Proprietary Information – Technical, Confidential Proprietary Information – Financial.

Respondent acknowledges access to all materials posted on the following website with respect to the Project: <http://2020project.ucmerced.edu> as of the SOQ Due Date, including all addenda and questions and answers matrices issued in connection with this RFQ.

Respondent represents and warrants that it has read and understands the RFQ and agrees to abide by the contents and terms of the RFQ and the RFP.

Respondent understands that the Regents is not bound to shortlist any Respondent and may reject each SOQ that the Regents may receive.

Respondent 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 Respondent, except to the extent of any payment offered by the Regents for work product, as described in Part A, Section 4.5 of the RFQ.

Respondent agrees that the Regents will not be responsible for any errors, omissions, inaccuracies or incomplete statements in the RFQ.

Respondent acknowledges and agrees to the protest provisions and understands that it limits Respondent's rights and remedies to protest or challenge the RFQ or any determination or shortlisting thereunder.

This SOQ shall be governed by and construed in all respects according to the laws of the State of California.

Authorized representative of Respondent: _____.

By executing this form each Equity Member confirms that the representative named above is authorized to act as agent on behalf of the Respondent and the principal contact for the Respondent in dealings with the Regents.

Respondent's business address:

(No.)	(Street)	(Floor or Suite)	

(City)	(State or Province)	(ZIP or Postal Code)	(Country)

State or Country of Incorporation/Formation/Organization: _____

[insert appropriate signature block from following]

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

[Insert Respondent's name]

By: _____

Print Name: _____

Title: _____

2. Sample signature block for partnership or joint venture:

[Insert Respondent's name]

By: *[Insert general partner's or member's name]*

By: _____

Print Name: _____

Title: _____

[Add signatures of additional general partners or members as appropriate]

3. Sample signature block for attorney in fact:

[Insert Respondent's name]

Print Name: _____

Title: _____

Attorney in Fact

4. Sample signature block for a Respondent not yet formed as a legal entity:

[Insert Respondent name]

By: _____

Print Name: _____

Title: _____

FORM B

RESPONDENT TEAM SUMMARY

RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

EQUITY MEMBER <i>(Duplicate for each Equity Member)</i>	
NAME OF FIRM	
PERCENTAGE INTEREST IN RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

MAJOR NON-EQUITY MEMBER <i>(Duplicate for each Major Non-Equity Member)</i>	
NAME OF FIRM	
PROPOSED ROLE IN RESPONDENT	

CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

<i>(Optional)</i> OTHER IDENTIFIED NON-EQUITY MEMBER <i>(Duplicate for each Other Identified Non-Equity Member; delete if not applicable)</i>	
NAME OF FIRM	
PROPOSED ROLE IN RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

FINANCIALLY RESPONSIBLE PARTY <i>(Duplicate for each Financially Responsible Party)</i>	
NAME OF FIRM	
NAME OF SUBJECT ENTITY(*)	

ROLE OF SUBJECT ENTITY IN RESPONDENT	
CONTACT PERSON	
ADDRESS	
TELEPHONE NUMBER	
FAX NUMBER	
E-MAIL ADDRESS	

(*) Subject Entity is the entity to which the Financially Responsible Party is providing guarantee.

FORM C

**INFORMATION REGARDING
RESPONDENT, MAJOR TEAM MEMBERS AND FINANCIALLY RESPONSIBLE
PARTIES**

Name of Respondent:

Name of Firm:

Role of Firm on Respondent Team:

Respondent Equity Member Major Non-Equity Member Financially
Responsible Party

Year Established: _____ Individual Contact: _____

Individual's Title: _____

Firm's CEO/Chairman: _____

Federal Tax ID No. (if applicable): _____ Telephone No.: _____

North American Industry Classification Code: _____ Fax No.: _____

Name of Official Representative (if applicable): _____

Business Organization (check one):

- Corporation (If yes, then indicate the State/Country/Province and Year of Incorporation and complete Sections A-C and the Certification form (**Form D**) for the entity.)
- Partnership (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Joint Venture (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Limited Liability Company (If yes, complete Sections A-C and the Certification form (**Form D**) for each member.)
- Other (If yes, describe and complete Sections A-C and the Certification form (**Form D**))

A. Business Name: _____

B. Business Address: _____

Headquarters: _____

Office Performing Work: _____

Contact Telephone Number: _____

C. If the entity is a Joint Venture, Partnership or Limited Liability Company, indicate the name and role of each member firm in the space below. Complete a separate Information form (**Form C**) for each member firm and attach it to the SOQ. Also indicate the name and role of each other financially liable party and attach a separate form.

D. If the firm is the Lead Contractor, provide California general contractor license number (if available):

Name of Firm	Role

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____ Print Name: _____

Title: _____ Date: _____

[Please make additional copies of this form as needed.]

FORM D

CERTIFICATION

Respondent: _____

Name of Firm: _____

Role of Firm on Respondent Team:

Respondent Equity Member Major Non-Equity Member Financially Responsible Party

1. Has the firm or any affiliate,* or any current officer, director or employee of either the firm or any affiliate, been indicted or convicted of bid (i.e., fraud, bribery, collusion, conspiracy, antitrust, etc.) or other contract related crimes or violations or any other felony or serious misdemeanor within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

2. Has the firm or any affiliate* ever sought protection under any provision of any bankruptcy act within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

3. Has the firm or any affiliate* ever been disqualified, removed, debarred or suspended from performing work for the federal government, any state or local government, or any foreign governmental entity within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please explain:

4. Has the firm or any affiliate* ever been found liable in a civil suit or found guilty in a criminal action for making any false claim or other material misrepresentation to

a public entity within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, as to each such inquiry, state the name of the public agency, the date of the inquiry, the grounds on which the public agency based the inquiry, and the result of the inquiry.

5. Has any construction project performed or managed by the firm or, to the knowledge of the undersigned, any affiliate* involved repeated or multiple failures to comply with safety rules, regulations, or requirements within the past ten years (measured from the date of issuance of this RFQ)?

Yes No

If yes, please identify the team members and the projects, provide an explanation of the circumstances, and provide owner contact information including telephone numbers and e-mail addresses.

6. Has the firm or any affiliate* been found, adjudicated or determined by any federal or state court or agency (including, but not limited to, the Equal Employment Opportunity Commission, the Office of Federal Contract Compliance Programs and any applicable California governmental agency) to have violated any laws or Executive Orders relating to employment discrimination or affirmative action within the past ten years (measured from the date of issuance of this RFQ), including but not limited to Title VII of the Civil Rights Act of 1964, as amended (42 U.S.C. Sections 2000 *et seq.*); the Equal Pay Act (29 U.S.C. Section 206(d)); and any applicable or similar California law?

Yes No

If yes, please explain:

7. Has the firm or any affiliate* been found, adjudicated, or determined by any state court, state administrative agency, including, but not limited to, the California Department of Industrial Relations (or its equivalent), federal court or federal agency, to have violated or failed to comply with any law or regulation of the United States or any state within the past ten years (measured from the date of issuance of this RFQ) governing prevailing wages (including but not limited to payment for health and welfare, pension, vacation, travel time, subsistence, apprenticeship or other training, or other fringe benefits) or overtime compensation?

Yes No

If yes, please explain:

8. With respect to each of Questions 1-7 above, if not previously answered or included in a prior response on this form, is any proceeding, claim, matter, suit, indictment, etc. currently pending against the firm that could result in the firm being found liable, guilty or in violation of the matters referenced in Questions 1-7 above and/or subject to debarment, suspension, removal or disqualification by the federal government, any state or local government, or any foreign governmental entity?

Yes No

If yes, please explain and provide the information requested as to such similar items set forth in Questions 1-7 above.

* The term "affiliate" has the meaning set forth in Part B, Volume 1, Section C.2 of this RFQ.

Under penalty of perjury, I certify that the foregoing is true and correct, and that I am the firm's Official Representative:

By: _____

Print Name: _____

Title: _____

Date: _____

FORM E

MAJOR NON-EQUITY MEMBERS – PROJECT INFORMATION

*Instructions: Complete and submit this **Form E** for each Major Non-Equity Member (for up to a maximum of fifteen (15) projects in the aggregate per Respondent team). Each Form E (including any attachments but excluding illustrations) shall not exceed four (4) pages and illustrations submitted with each **Form E** shall not exceed two (2) pages. The footnotes contained in **Form E** will not count toward the page limit.*

[MAJOR NON-EQUITY MEMBER NAME]

PROJECT 1 of []				
Project Name				
Project Address				
Owner/Developer				
City and State				
Owner's contact name, email and phone				
Entities from your overall team who worked on referenced Project				
Firm	Role on Project			
If not already listed, name the Architect of Record				
PROJECT DATA				
Size of Project	Gross Square Footage		Acreage	
Type of Project (Master plan, Lab, Housing, classroom, etc.)				
Dollar and percentage value of work performed by entity (1)				
Project Delivery Method (D/B, D/B/B, D/B/F/O/M, CM@R, IPD, etc.)				
If the project included an operations and maintenance ("O&M") scope, provide the annual value of such work and describe how the entity contributed to the successful integration of its scope of work with the O&M scope of work so as to facilitate optimal performance of the O&M scope of work.				
Construction Type				
Occupancy Classification				
Level of LEED Certification				

Number of Stories	
Design Start Date	
Construction Documents Completion Date	
Construction Start Date, Substantial Completion Date or Current Status	
Was the project completed on time? If not, why?	
Client/User Initial Construction Budget	
Project Cost(2)(3)	
Was the project completed within budget? If not, why?	
INSTRUCTIONS: AT LEASE ONE CLIENT REFERENCE MUST BE PROVIDED FOR EACH PROJECT. Proposed team members of the Respondent may not be used as references for the above project.	
Reference 1	
Name	
Current address of reference	
Current phone/fax number of reference (4)	
Name of reference's employer	
Reference's title/position	
Reference's regional location and time zone (5)(6)	
Reference's language (7)	
Role of the named reference in the project	
E-mail address of reference	
Address the following issues on the above referenced project:	
1. Provide a brief summary of primary responsibilities for the referenced project.	
2. Describe how the referenced project is similar in scale and complexity to the applicable Project scope.	
Provide up to two (2) pages of illustrations (photographs, drawings, computer generated art) no larger than 8x10" to illustrate each project. These can be before-and after shots, interiors, elevations, sections, or other visual descriptions of project quality.	

- (1) Describe the work and state the percent or dollar value of the (a) design and construction work the entity performed/was responsible for (if the entity is a design-builder); (b) the construction work performed/was responsible for (if a developer or constructor); or (c) the design work performed (if the entity is a designer/architectural firm). For example, a member of a JV with a 30% stake in a \$200 million project would insert 30% or \$60 million; a designer that performed \$10 million worth of work on a \$100 million project would insert 10% or \$10 million.

- (2) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate published in the Wall Street Journal as of July 7, 2014.
- (3) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.
- (4) For international phone numbers, include the full dialing code for calling from the United States.
- (5) List one of the following regional locations, as applicable, to describe where the reference is located: North America; Central/South America; Europe; Asia; Africa; or Australia.
- (6) Provide the time zone in which the reference is located.
- (7) If the reference is conversant in English, please state so, otherwise, if the reference does not speak English, provide the language(s) the reference speaks.

FORM F

CONCESSION AND PPP EXPERIENCE

EXPERIENCE OF EQUITY MEMBERS IN CONCESSION CONTRACTS AND PUBLIC-PRIVATE PARTNERSHIPS

INSTRUCTIONS:

- (a) List only the experience of an Equity Member that will be future Equity Member of Developer. An Equity Member that, as general partner and/or fund manager, intends to source its equity commitment through an investment fund may list equity investment experiences provided by other investment funds for which it was the general partner and/or fund manager at the time of financial close.
- (b) List all applicable projects identified in response to Part B, Volume 2, Section E.1 of this RFQ that reached financial close.
- (c) List only projects where the Equity Member held at least 20% of equity ownership in the project at the time of financial close.
- (d) List no more than eight (8) projects in the aggregate per Respondent Team in **Form F**. The Regents will evaluate these projects in order and will not take into consideration any projects listed above this cap.

EQUITY MEMBER NAME	OWNER INFORMATION (1)	PROJECT NAME AND LOCATION	CONSTRUCTION VALUE	FINANCING SIZE (2), (3)	ANNUAL O&M VALUE	DEBT AMOUNT & SOURCES (4), (5)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY March 31, 2014	LEVEL OF COMPANY'S PARTICIPATION (6)	TYPE OF CONCESSION /PPP (7)	PROJECT OUTCOME OR CURRENT STATUS (8)
<i>Example Entry:</i> Financiers Corp.		Luxor Facility Luxor, Egypt		950,000		\$750,000 (95%, senior bank debt)	01/01/10	04/15/10	100	\$100,000 (\$100,000; 50% shareholding of project company)	Availability payment	

EQUITY MEMBER NAME	OWNER INFORMATION (1)	PROJECT NAME AND LOCATION	CONSTRUCTION VALUE	FINANCING SIZE (2), (3)	ANNUAL O&M VALUE	DEBT AMOUNT & SOURCES (4), (5)	DATE OF FINANCIAL CLOSE	CONSTRUCTION START DATES	% OF WORKS COMPLETED BY March 31, 2014	LEVEL OF COMPANY'S PARTICIPATION (6)	TYPE OF CONCESSION /PPP (7)	PROJECT OUTCOME OR CURRENT STATUS (8)

NOTES:

- (1) For owner information, provide owner's name and address.
- (2) Project size means the total amount of the project financed under private finance / project finance scheme (i.e., without public debt, public equity or capital grants).
- (3) In thousands United States Dollars. Identify exchange rates of amounts in other currencies using the last (bid) exchange rate published in the Wall Street Journal as of July 7, 2014.
- (4) Include in brackets the percentage of gearing and type of debt (bonds unwrapped or wrapped, bank debt, etc.).
- (5) Inclusive of any loans from multilateral institutions (e.g., the European Investment Bank, European Bank for Reconstruction and Development, etc.).
- (6) Show company's amount of equity investment in United States Dollars as a shareholder. The equity investment may take the form of either (i) shareholders' equity or (ii) shareholder subordinated debt. Please indicate separately the United States Dollar amount and percentage to which the company's equity investment bears to the total of all private shareholders' equity investments for the listed project.
- (7) Specify the type of concession (toll concession, availability payment, shadow toll, or combinations of these mechanisms).
- (8) Identify and describe any increases in the original contract amount of the greater of \$500,000 or 5% of the original contract amount and any time extensions for completion or other deadlines/milestones and the reasons for such increases and/or time extensions.

FORM F-1

REFERENCES* – EQUITY MEMBERS

COMPANY NAME	PROJECT NAME AND LOCATION	NAME OF REFERENCE	REFERENCE'S REGIONAL LOCATION AND TIME ZONE (1), (2)	NAME OF REFERENCE'S EMPLOYER	REFERENCE'S TITLE/POSITION	REFERENCE'S PHONE/FAX NUMBER AND LANGUAGE (3), (4)	REFERENCE'S EMAIL ADDRESS	PROJECT COMPLETION DATE	TOTAL PROJECT COST (USD) (5), (6)
Road Designers Inc.	Luxor Tunnels	Michael Johnson	Africa / EET	Luxor Tunnel Authority	Managing Director	Ph: (203) 111-222-3333 Fax: (203) 111-222-4444 Language: English	reference@referencecompany.com	07/31/11	1,350,000

* References shall be owners of projects identified on Form F.

NOTES:

- (1) List one of the following regional locations, as applicable, to describe where the reference is located: North America; Central/South America; Europe; Asia; Africa; or Australia.
- (2) Provide the time zone in which the reference is located.
- (3) For international phone numbers, include the full dialing code for calling from the United States.
- (4) If the reference is conversant in English, please state so, otherwise, if the reference does not speak English, provide the language(s) the reference speaks.
- (5) In thousands of United States Dollars. Identify exchange rates of amounts in other currencies using the exchange rate published in the Wall Street Journal as of July 7, 2014.
- (6) Project Cost means the total construction cost budgeted or, if the project is complete, the total construction cost of the completed project.

FORM G

FINANCIAL QUALIFICATIONS – SUMMARY FINANCIAL INFORMATION (*)

SUMMARY FINANCIAL INFORMATION () FOR ALL EQUITY MEMBERS, MAJOR NON-EQUITY MEMBERS AND ANY FINANCIALLY RESPONSIBLE PARTY FOR FISCAL YEARS 2011, 2012 AND 2013 (1)**

(IF AN EQUITY MEMBER OR MAJOR NON-EQUITY MEMBER IS RELYING ON A FINANCIALLY RESPONSIBLE PARTY, THEN THE FINANCIALLY RESPONSIBLE PARTY ENTITY AS WELL AS THE EQUITY MEMBER OR MAJOR NON-EQUITY MEMBER SHOULD COMPLETE THIS FORM)

[INSERT NAME OF ENTITY]

ROLE ON THE PROPOSAL TEAM (IF EQUITY MEMBER, PERCENTAGE OWNERSHIP)	FISCAL YEAR	SHAREHOLDERS (2)	TOTAL REVENUES	PRE-TAX PROFIT	RELEVANT REVENUES (3)	FIXED ASSETS	TOTAL ASSETS (4)	CONTINGENT LIABILITIES (5)	LONG-TERM LIABILITIES	SHORT-TERM LIABILITIES	NET WORTH	TANGIBLE NET WORTH	GEARING (6)

Certified as complete, true and correct by:

Name: _____
 Title: _____

(*) The Chief Executive, Chief Financial Officer, Treasurer (or equivalent position or role) for each reporting entity must certify the information on this form as complete, true and correct. Information should be derived from audited financial statements where possible. Audited financial statements will prevail over this table.

(**) Expressed in thousands (000s) of United States Dollars. Where applicable, companies should indicate the conversion to United States Dollars, using the exchange rate prevailing on the last day of each fiscal year. Please identify the benchmark on which the exchange rate is based.

Notes:

- (1) Complete separate forms for each entity with each form containing the information for the three requested fiscal years. If the entity has only been in existence for less than three fiscal years, the entity should expressly state that such entity has been in existence for less than three fiscal years and shall complete separate forms for the number of fiscal years it has been in existence.
- (2) List shareholders, equity members partners or equivalent holding a 15% or greater interest in the company (indicate their percentage interest), as well as those having the right to appoint one or more board director(s). If such interest is held by a holding company, a shell corporation or other form of intermediary, also identify the ultimate or parent entity.
- (3) Relevant revenue consists of revenue from DBFOM contracts for infrastructure projects.
- (4) Excludes goodwill and intangibles.
- (5) A number/range is required, but references to specific locations in the financial statements explaining the contingent liabilities may be included.
- (6) Gearing = Long Term Liabilities / Net Worth.

FORM H

KEY PERSONNEL EXPERIENCE

Instructions

1. Please complete **Form H** for each of the following Key Personnel:
 - (a) Project Executive
 - (b) Project Manager
 - (c) Campus Planner
 - (d) Research Laboratory Architect
 - (e) Academic Classroom Architect
 - (f) Student Life Facility Architect
 - (g) Student Housing Architect
 - (h) Construction Manager
 - (i) Any Other Key Team Personnel (Note: Only the Key Personnel identified in (a)-(h) will be considered in evaluating qualifications.)

2. For each individual identified in the Respondent's SOQ as "Key Personnel," provide a minimum of two (2) to a maximum of three (3) projects that meet the minimum requirements for the position described in Part B, Volume 3, Section C.1. For each project, include one (1) reference except for the Project Manager, for whom provide three (3) references.

Using the template format provided, you may insert new pages as necessary to accommodate additional projects and/or relevant project information requested herein, subject to an aggregate page limit per Key Personnel of (a) seven (7) pages, excluding illustrations, and (b) two (2) pages of illustrations.

FORM H
KEY PERSONNEL EXPERIENCE

Key Personnel Position: _____

(Key Individual's Firm) (Name of Key Individual)

1. **Summary of Experience**— Please complete the experience matrix using the template below:

QUALIFICATIONS	
Key Individual Role	
Title	
Brief description of your proposed Project Role	
Years of Experience	
Education, Degrees Received	
Affiliations/Certifications/Registrations	
Please provide a brief biographical narrative of your relevant experience as related to your project role (1/2 page limit)	
PROJECT EXPERIENCE	
INSTRUCTIONS: <i>Using the template below, and inserting new pages as necessary for additional projects, please provide details for a minimum of two (2) and a maximum of three (3) projects that are directly attributable to the work required by your role. At least one of the projects listed must include a project listed on Form E or F.</i>	

PROJECT 1 of []				
Project Name				
Project Address				
Owner/Developer				
City and State				
Owner's contact name, email and phone				
Other Key Personnel from your overall team who worked on Referenced Project				
Key Individual		Role on Project		
If not already listed, name the Architect of Record				
PROJECT DATA				
Size of Project		Gross Square Footage		Total Project Cost
Type of Project (Master plan, Lab, Housing, classroom, etc.)				
Project Delivery Method (D/B, D/B/B, D/B/F/O/M, CM@R, IPD, etc.)				
If team provided operations and maintenance on Project, provide annual value and nature of the services provided				
Construction Type				
Occupancy Classification				
Level of LEED Certification				
Number of Stories				
Design Start Date				
Construction Documents Completion Date				
Construction Start Date, Substantial Completion Date or Current Status				
Was the project completed on time? If not, why?				
Client/User Initial Construction Budget				
Final Construction Cost				
Was the project completed within budget? If not, why?				
INSTRUCTIONS: AT LEAST ONE CLIENT REFERENCE MUST BE PROVIDED FOR EACH PROJECT. Proposed team members for this RFQ cannot be used as references for the above project.				
Reference 1				
Name				
Current address of reference				
Current phone number of reference				
Reference's employer				
Reference's title/position				
Role of the named reference in the project				
E-mail address of reference				

Address the following issues on the above referenced project:
1. Provide a brief summary of primary responsibilities for the referenced project.
2. Describe how the referenced project was similar in scale and complexity to the applicable Project scope.
Provide up to two (2) pages in the aggregate per Key Personnel position of illustrations (photographs, drawings, computer generated art) no larger than 8x10" to illustrate each project. These can be before and after shots, interiors, elevations, sections, or other visual descriptions of project quality.

FORM I

QUESTION FORM

**The Regents of the University of California
UC Merced 2020 Project
Request for Qualifications # UCM20200414-1 – September 25, 2014**

Respondent: _____

No.	Issue	RFQ Section No.	Question/Comment
1.	(e.g., Procurement Schedule)	(e.g., Part A, Section 4.4)	
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Signed: _____

Name: _____

Date: _____

Email address: _____