



DOCUMENT 00 11 19
**REQUEST FOR PROPOSAL FOR
DESIGN-BUILD SERVICES**
RFP 86735
SKY B1 Creative Arts and Social Sciences Building Project
Skyline College, San Bruno

Department of General Services
3401 CSM Drive
San Mateo, CA 94402
Telephone (650) 358-6863 FAX (650) 574-6574
Email: plan@smccd.edu

December 5, 2016

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1. RECEIPT OF PROPOSALS

- 1.1 District will receive sealed Proposals at District's office, 3401 CSM Drive, San Mateo, CA 94402, San Mateo, California (see Document 00 21 14 Proposal Submittal Vicinity Map) on Monday, February 27, 2017. Proposals shall be accepted between 12:00pm and 2:00pm only as determined by time and date stamp clock at the District's office. All Proposal envelopes will be time-stamped to reflect their submittal time. District will reject all Proposals received after the specified time and will return such Proposals to Design-Build Entities unopened. Design-Build Entities must submit Proposals in accordance with this Document 00 11 19. Only the three Design-Build Entities who prequalified pursuant to the process described in the document entitled Request for Statements of Qualifications (RFSOQ) For Design-Build Services for SKY B1 Creative Arts and Social Sciences Building Project dated October 17, 2016, and any amendments, modifications or supplements thereto (the "Prequalification Process"), being Hensel Phelps Construction Company/Steinberg Architects, Rudolph and Sletten/ELS Architecture and Urban Design, and Turner Construction Company/Snohetta—DLR Group, are eligible to submit Proposals.

2. INTRODUCTION

2.1 Seeking Design-Build Entity

The San Mateo County Community College District of San Mateo, California (District), acting through its Governing Board, is seeking proposals from previously short-listed Design Build Entities (Proposers) to provide design and construction services for the project referenced above (Project). District will select a design-build entity team consisting of a general contractor, architect, key sub consultants, and key trade contractors (collectively the Design-Build Entity or DBE) based on qualifications and proposed fees (a design competition will not be utilized).

2.2 Delivery Method

The delivery method for this Project is Design-Build with two phases: Phase 1, Design & Preconstruction Services, and Phase 2, Construction Services.

There will be a separate Notice to Proceed (NTP) for each phase. Phase 1 will begin with contract award. Phase 2 will begin once the Guaranteed Maximum Price (GMP) has been accepted by the District and after execution of the GMP Addendum, approximately 30 days after DSA approval of the construction documents has been obtained.

District is not obligated to proceed with Phase 2, or with the selected DBE. DBE is not obligated to proceed with Phase 2 if the District and DBE are unable to agree upon a GMP. Work products and electronic files of DBE are the property of District. In the event District and DBE do not continue into Phase 2, these documents may be used by District in any manner, including use for subsequent contracts.

3. RFP CONTENTS

3.1 This RFP is organized in the following sections:

1. Receipt of Proposals
2. Introduction
3. RFP Contents
4. Project Description
5. Scope of Design-Build Entity's Services
6. Design-Build Entity Selection Process
7. Pre-Proposal Mandatory Conference
8. District Representative / Questions
9. Design-Build Proposal Requirements
10. Project Award and Commencement

11. Other Terms and Conditions of the RFP Process

12. Attachments

3.2 RFP Documents

The RFP and RFP Attachments are available to download at <https://www.planetbids.com/portal/portal.cfm?CompanyID=20507&BidID=31274>. The following documents are part of the RFP;

A. Attachment 1 – Project Documents

Criteria Documents

1. Skyline College Social Sciences and Creative Arts Building – Criteria Documents (program) dated 9/25/15.
2. Hazardous Materials Abatement Specifications for ACM (028200), Lead (028300), PCB (028400), and Universal Waste (028700) dated 12/5/16.
3. District Design Standards.

Design Concept Documents:

1. Building 1 perspective dated 10/21/14.

Reference Documents:

1. Hydrology Review – Skyline College dated 7/7/16.
2. Building 1 Groundwater Infiltration Report dated 8/13/09.
3. Groundwater Monitoring Report (Buildings 1 & 9) dated 9/2/09.
4. Geotechnical Engineering Investigation & Geological Hazards Evaluation dated 4/27/15.
5. Topographic map V1 dated 8/21/15.
6. Topographic map V2 dated 8/24/15.
7. Skyline West Boundary Map Recorded dated 3/--/16.
8. Landmark utility information dated 8/8/16.
9. Hazardous Materials Survey Report dated 9/12/16.
10. Hazardous Materials Survey Drawings HM0.1, HM_2.01, HM_2.02, HM_2.03, HM_3.01, HM_3.02, HM_04.01, and HM_04.02 dated 10/3/16.
11. 2015 Facilities Master Plan Amendment, Final Environmental Impact Report, Findings of Fact for Skyline College dated 2015.

B. Attachment 2 – Contract Documents

C. Attachment 3 – Document 00 41 00 Proposal Form

D. Attachment 4 – Classification of Project Costs (Table A) and Design Fee Allocation Matrix (Table B)

E. Attachment 5 – Document 00 43 36 Subcontractors List

F. Attachment 6 – Document 00 45 00 Design Build Entity Certifications

G. Attachment 7 – Document 00 45 19 Non-Collusion Affidavit

H. Attachment 8 - Evaluation Factors, Ranking, Scoring Methodology

I. Attachment 9 – Document 00 11 20 Access, Indemnity and Release Agreement

J. Attachment 10 – Rules for Interviews and Negotiations

4. PROJECT DESCRIPTION

4.1 Description

This project is a public works project on the District's Skyline College campus, located at 3300 College Drive San Bruno, CA 94066 ("College"). It consists of the construction of a new 115,000 SF building to house a 520 seat performing arts theater, 220 seat recital hall, black box theater, music rooms, ceramics facility, art gallery, design studios, and instructional and support spaces. The work includes hazardous materials abatement in the entire existing Building 1 and demolition of the building except 6,600 SF on the east wing ground floor. The ceramics department and two classrooms in that area will be renovated, and the MPOE, boiler plant, and

elements of the electrical distribution system located there must remain in operation during the project.

Site work includes landscaping, hardscaping, and parking lot reconfiguration around the building, and construction of a broad, inviting South Gateway above the renovated ground floor to the central campus courtyard.

The college campus, including the Loop Road that is on the south side of the building, will remain in use during construction of the new building. The DBE will be responsible for facilitating safe campus vehicular and pedestrian traffic and minimizing disruption at all times. Any shutdown of site utilities must be carefully planned to minimize impact to college operations. The new building shall receive LEED Gold certification (Leadership in Energy and Environmental Design) and exceed Title 24 energy efficiency requirements by 15% to demonstrate the commitment of the San Mateo County Community College District to sustainable building design and construction. The successful DBE shall participate in the PG&E Savings by Design Program. An Environmental Impact Report (EIR) has been adopted for the entire Capital Improvement Program, including this Project, and this project will be designed and constructed in compliance with the required measures and mitigations for the Skyline campus.

4.2 Project Documents

- A. Criteria Documents. It is the intent of the District that the Work to be performed by Design-Build Entity as part of the Project shall be designed and constructed in accordance with the Criteria Documents set forth in Section 1 of Attachment 1 attached hereto. Design-Build Proposals shall conform to the Criteria Documents.
- B. Design Concepts set forth in Section 2 of Attachment 1 attached hereto, are provided for reference only, and as a guide to the District's design goals and as aesthetic inspiration for the DBE. DBE is not bound to follow the design concepts in any specific manner. DBE shall remain responsible for the adequacy and completeness of all aspects of the design.
- C. Reference Documents.

Document 00 31 19 (Geotechnical Data and Existing Conditions) applies to all supplied existing drawings and geotechnical reports, and all other information supplied regarding existing conditions above ground or below ground. Document 00 21 26 (Hazardous Materials Surveys) applies to all supplied existing drawings, reports, surveys, and all other information supplied regarding existing Hazardous Materials conditions relating to the Project.

4.3 Project Requirements

- A. The Estimated Direct Construction Cost (for purposes of Fee Proposal calculation) is \$78,000,000.
- B. Liquidated damages are One Thousand Five Hundred Dollars (\$1,500) for each calendar day that the Project extends beyond the Substantial Completion Date and Five Hundred Dollars (\$500) for each calendar day that the Project extends beyond the Final Completion date.
- C. The contract duration estimate is 1,495 calendar days. Improvements to estimated budgets and durations will be entertained during the RFP Process.
- D. DBE is required to be licensed in the State of California with a 'B' license.
- E. The Architect is required to be licensed in the State of California.

5. SCOPE OF DESIGN-BUILD ENTITY'S SERVICES

5.1 Contract Scope of Work

The specific scopes of work to be performed by DBE during the Phase 1, Design and Preconstruction Services and Phase 2, Construction Services, are summarized below. This RFP summarizes and supplements work specified elsewhere in the Contract Documents in the form of Attachment 2 for this Project. The Contract Documents are cumulative and shall be read together, and DBE shall provide services specified in the RFP, their proposal, and all other components of the Contract Documents.

5.2 No Guarantee for Award

There is no guarantee that District will award a contract for any portion of this Project, including Phase 1 (Design and Preconstruction Services) or Phase 2 (Construction Services). DBE will not be entitled to recover any costs, anticipated profit, or monetary awards for proposal preparation in the event the District decides not to award a contract.

5.3 Collaboration

DBE shall work in collaboration and cooperation with District towards realizing a high quality Project.

5.4 Integrated Project Delivery

Although Integrated Project Delivery per se is not required, District encourages DBE to manage its relationships with the other members of the team in accordance with Integrated Project Delivery (IPD) principles and practices. Such IPD principles and practices include utilizing BIM and collaborative design with all key subcontractors and stakeholders such as building user groups, facilities staff, information technologies staff, commissioning agent, FF&E consultant, enterprise vendors, and College and District management and executive staff.

5.5 Wage Rates

DBE is required to comply with all applicable prevailing wage requirements and/or regulations. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are on file at District's main office and are deemed included in the Proposal Documents. Upon request, District will make available copies to any interested party. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and can be found online at www.dir.ca.gov/

5.6 DIR Registration and Compliance Requirements

The Design Build Contractor and the Subcontractors, of every tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Bid/Proposal or be listed in a Bid/Proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor's registration. If an unregistered Contractor submits a proposal, the District will deem such proposal non-responsive. If any unregistered Contractor or Subcontractor performs Work on this Project at any time, the District has the right to terminate the Contract for cause.

5.7 Equal Employment Opportunity

DBE shall comply with all applicable federal, state, and local laws, rules, and regulations in regard to nondiscrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other reason.

5.8 Program Stabilization Agreement

The San Mateo County Community College District Board of Trustees has executed a Program Stabilization Agreement for this Project. All Design-Build Entities must comply with the requirements of this agreement as indicated by Section 01 35 27 (Program Stabilization Agreement). A copy of this agreement may be reviewed on the District's website at: <http://www.smccd.edu/facilities/community/>.

5.9 Owner Controlled Insurance Program

The San Mateo County Community College District may elect to implement an Owner Controlled Insurance Program (“OCIP”) provided by the Statewide Educational Wrap Up Insurance Program Joint Powers Authority (“SEWUP”) on this Project. This program will provide Worker’s Compensation, General Liability, Excess Liability, Contractor’s Pollution Liability, and Builders Risk insurance coverage for Design-Build Entity and all its subcontractors on the Project. Design-Build Entity and its subcontractor must meet certain minimum standards as more fully described in Document 00 73 17 (Insurance) to participate on this Project and in this OCIP.

5.10 Phase 1 – Design and Preconstruction Services

A. Full Design Services

DBE shall provide complete architectural, engineering, and consulting services as required to construct the Project in all details in accordance with good practice, applicable building codes, District Standards, and this RFP. DBE’s attention is called to the requirement to complete programming validation and get final approval from District. The complete design services shall be apportioned into Phase 1 Design and Preconstruction Services, as indicated by Document 00 52 00 (Agreement for Design-Build Services). DBE shall manage the services provided under the Agreement for Design-Build Services so that the transition between phases is seamless.

B. Design and Preconstruction Services Phase

Design and Preconstruction Services will be performed during Phase 1 of this Project. The Agreement for Design-Build Services will authorize all Phase 1 services, upon the issuance of the Phase 1 Notice to Proceed.

C. Project Construction Phasing

District may benefit if the Project construction is divided into phasing components in addition to any phasing indicated in the RFP or the Contract Documents. Examples of possible phasing components are: demolition, mobilization, hazardous material abatement, relocation of underground utilities, site preparation, separated buildings, and landscaping. Retention release may be based on project phases with distinct schedule of values, NTPs and NOCs. Phasing components shall be identified during the design phase by DBE and proposed to District. District is not obligated to accept proposed phasing components or revise the Project phases.

D. Project Phasing Documents

Upon District’s acceptance of the DBE’s recommended construction phases, the DBE will include the phases in the GMP proposal to District indicating separate construction costs, schedule, and other conditions for each phase to allow each increment to be initiated, completed, and accepted in accordance with the Contract.

E. Construction Documents

DBE shall develop and review the Construction Documents with District, taking into account quality of materials and equipment to ensure a high quality design, which is achievable within the Proposal Price. DBE design decisions made during Phase 1 shall be based on construction materials, methods, systems, phasing, and costs that will provide the highest quality building within the Proposal Price and schedule.

The Contract Documents shall identify the design codes, standards, and requirements used for the development of the plans, including the edition and applicable sections.

The Construction Documents shall include a quality control program and an implementation plan to ensure that the completed Project complies with the approved design. The design professional-of-record shall specify within the Construction Documents all tests and inspections that are required by the building code and those that are appropriate to achieve compliance with the Contract. DBE shall retain the design professional-of-record to provide construction administration services in a professional capacity. These services shall include shop drawing review, response to requests for information regarding the Construction Documents, and periodic visits to the site to observe the quality of the Work.

The final, approved-for-construction set of Construction Documents shall be signed and stamped by the California-licensed professionals who prepared the documents, and who shall certify their compliance with codes, standards, practices and regulations. The DBE shall retain full responsibility for the design.

F. Identify Potential Risk Factors

DBE shall identify Project risks, which are conditions or events that could negatively affect the Project scope, quality, schedule or cost. DBE shall evaluate the risk to include severity of impact, probability of occurrence and other factors as DBE deems appropriate and recommend ways to manage or mitigate each risk. DBE shall present the risk analysis in a risk matrix format.

G. Scheduling

DBE shall provide a Project Schedule during the Design and Preconstruction Services Phase representing all tasks necessary to complete the Project within the Project durations in accordance with Section 01 32 16 (Progress Schedules and Reports).

DBE shall provide the following durations in the project schedule for reviews and approvals:

1. For schematic design, design development, and construction documents, allow 28 calendar days for District review of each.
2. For Local Fire Marshal, CGS, DSA and other government agencies, allow sufficient time as required by the reviewing agency.

H. CEQA Mitigation Monitoring

See Section 01 35 00 (Special Procedures CEQA – Cañada) for Mitigation Monitoring and Reporting Program (MMRP) requirements associated with this Project. DBE shall implement mitigation measures identified in the MMRP. During Phase 1, DBE shall identify in the Project Schedule the specific timing related to the planning and implementing of these measures. District's Capital Improvement Phase 3 CEQA EIR documents are available at the following web page: https://smccd-public.sharepoint.com/fpo/Projects/Master%20Plans/2015/EIR/SMCCCD_DEIR_CD_Web.pdf.

I. Cost Control Management

As an initial task, DBE, shall review the Estimated Direct Construction Cost and determine if it is sufficient to construct the Project. DBE shall prepare a cost estimate and evaluate the estimate against the construction budget and recommend, if necessary, actions to avoid potential cost overruns. DBE shall establish target values for the cost of each Project element to be used as a basis of design and cost monitoring. DBE shall continuously monitor costs to align with the targeted construction budget and scope. If changes are suggested to the scope that may cause cost overruns, DBE shall notify District in writing and as part of the Project meetings.

J. Construction Cost Estimates

DBE shall provide full and complete estimates at:

1. Completion of Program Review/Validation
2. 100% Schematic Design
3. 100% Design Development
4. 50% Construction Documents
5. First DSA Submittal

District's program cost consultant will conduct a peer review of DBE's cost estimates. DBE and District will reconcile the two cost estimates. Authorization to proceed with the next step in the design process is contingent on the acceptance of the cost estimates.

K. Construction Cost Savings

It is one of the collaborative responsibilities of DBE to look for ways of reducing Project construction

costs. DBE's proposed cost reductions shall not reduce the Project program requirements, reduce quality of materials or craftsmanship, increase life-cycle costs, negatively affect the architectural aesthetics or design intent, or adversely affect the Project completion.

L. Design and Preconstruction Phase Investigation and Preparatory Work

DBE shall assess the type, quantity, and quality of the available information describing existing site conditions. DBE shall make recommendations to the District regarding supplemental site surveys if more information is needed. If District deems it necessary to investigate conditions at the Project site or have incidental construction work performed during the Design and Preconstruction Services Phase, DBE shall provide the required services by performing limited scope construction in accordance with Document 00 71 00 General Conditions Article 14 Modifications of Contract Documents.

M. Testing and Inspection

Testing and inspection of the Project's construction will be performed and paid for by District. DBE shall coordinate and cooperate with District's inspection and testing agencies.

N. Subcontractor Procurement Methodology

1. DBE shall procure all trade contractors that were not identified as members of the DBE team in the Statement of Qualifications or in the DBE's technical proposal, in accordance with Education Code section 81704(c). All subcontracts with such trade contractors shall be awarded according to a publicly-advertised process that provides for public notice of the availability of work to be subcontracted and a fixed date and time on which the subcontracted work will be awarded. These subcontractors shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.
2. The Design-Builder will work with the District to determine which of the two following methods will be used to procure each individual Subcontractor:
 - Option (1) - A competitive bidding process resulting in lump-sum bids by prequalified entities for an award made on the basis of the lowest responsible bid; or,
 - Option (2) - To the responsible proposer determined to be the Best Value to the Design-Build Entity. "Best Value" shall be determined from the following minimum scoring criteria factors, each representing ten (10) percent of the total weight or consideration given to all criteria factors: price, technical expertise, life cycle costs over 15 years or more, skilled labor force availability, and acceptable safety record. The remaining fifty (50) percent of the Best Value score shall be based on project specific criteria developed by the Design-Build Entity.
3. DBE shall identify work to be self-performed by the DBE and performed by design-assist subcontractors in the proposal, and provide documentation to confirm that DBE and its design-assist subcontractors possess the required licenses. DBE self-performed work shall be compensated on the basis of direct cost of the work, with the DBE's profit and overhead percentage set forth in DBE's Proposal Form to be applied to those direct costs. However, the District reserves the right to change the compensation structure for DBE's self-performed Work to lump sum (i.e., fixed sum, paid on a percentage of completion basis) at any time. Work performed by DBE's design-assist subcontractors will be compensated on a lump sum basis, with lump sum subcontract amounts subject to the District's review and approval.
4. DBE shall develop trade contractor bid packages. The bid packages shall incorporate DBE's subcontract agreement requirements, Project specific requirements such as site access and phasing, and Districts' bidding requirements and Contract General Conditions requirements such as assignment clauses, construction documents hierarchy clauses, and Division 1. DBE shall develop the most logical, competitive, seamless and distinct trade contractor bid packages with all scopes of work included in the packages. Include bid alternatives (deductive or additive), as appropriate, in each trade contractor bid package to enable full utilization of the construction budget. DBE shall develop Supplementary General Conditions (with District's participation and approval) as needed. DBE shall require compliance with prevailing wage rates that are current when beginning trade bidding; prevailing wage rates are available for downloading on DIR website at

<http://www.dir.ca.gov/OPRL/PWD/index.htm>. DBE's trade contractors must comply with the District's Program Stabilization Agreement.

5. DBE shall prequalify its major trade contractors (at least the mechanical, electrical, plumbing, and trades where the estimated cost of the trade work is greater than five percent (5%) of the Construction Budget) using objective criteria. The DBE may use the District's Prequalification process utilizing the Online Vendor Portal's (PlanetBids) Business Certification module or similar and any additional prequalification processes required by DBE. Once this process is completed, the DBE shall provide a list of prequalified trade contractors to the District.
6. DBE shall make best efforts to obtain a minimum of three bids from trade contractors for each bid package.
7. DBE shall not allow or cause contingencies or allowances as part of trade contractors' bids.
8. District will not reimburse DBE or trade contractors for the reproduction costs of bid or construction documents.
9. Once District has approved individual or multiple trade contractor bid packages, DBE shall bid these packages competitively as described above. Bids will be in the form of lump sum or best value as agreed by the DBE and District. DBE shall issue a notice to bidders and bid advertisement in accordance with Public Contract Code for all trade bids or prequalifications, and in that notice indicate that the Project is a public works Project, and as such is subject to prevailing rate wages in addition to DBE prequalification requirements. The District may require the DBE to use an Online Vendor Portal (PlanetBids); set up specifically for this project to manage these public works bid solicitations.
10. DBE shall receive bids and review them with District to identify the lowest responsible bidder, or best value proposer, as applicable to each trade contract DBE shall review and confirm scope of work with trade contractors before subcontracts are awarded. DBE shall invite District's representative to the bid openings and to participate in reviews with DBE. DBE shall provide a copy of subcontracts to District and, as requested by District, lower tier subcontracts. District shall approve award of subcontracts.

5.11 Phase 2 – Construction Services

A. Construction Services

Once DBE has successfully obtained DSA approval of the construction documents, DBE will submit a proposed Guaranteed Maximum Price for consideration by the District. Once the GMP is approved by the District, the DBE and District will execute a GMP Addendum. The GMP established in the GMP Addendum will be the maximum compensation available for Phase 2, unless the GMP is increased by the District. Any remaining services described as Phase 1, Design and Preconstruction Services may also be provided, as appropriate, in Phase 2, Construction Services.

B. Issuance of Phase 2 Notice to Proceed

The District shall issue the Phase 2 Notice to Proceed within 10 days of execution of the GMP Addendum.

C. Conduct Preconstruction Conference

District and DBE shall co-conduct a preconstruction conference with the trade contractors, design personnel, and appropriate District staff. The preconstruction conference agenda will include OCIP, safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

D. Update the Project Schedule

DBE shall update the Project Schedule in accordance with Section 01 32 16 (Progress Schedules and Reports).

E. Make Presentations

DBE shall assist District in reporting Project progress to oversight entities at regular intervals. DBE shall prepare occasional presentations as requested by District regarding issues of special importance.

F. Notices to Proceed

DBE shall not proceed with any given phase of construction until the District issues a Notice to Proceed for that phase. Conditions for the issuance of an NTP include completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that project cost is within project budget.

G. Project Closeout

DBE shall conform to the requirements as indicated in Section 01 77 00 (Contract Closeout).

6. DESIGN-BUILD ENTITY SELECTION PROCESS

6.1 The District will select the Design-Build Entity using a two-step process:

Step 1 – Request for Statements of Qualification (RFSOQ): The District will appoint a selection committee to review and score the SOQs to establish whether an Applicant meets the District's prequalifying criteria, as set forth in this RFSOQ. The three (3) highest ranked firms who confirm their willingness and ability to continue in the process will receive the Request for Proposal (RFP). The District reserves the right to reject all responses to this RFSOQ. The District will notify all Applicants of the outcome.

Step 2 – Requests for Proposals (RFP): The District will select a design-build entity based on qualifications and proposed fees (a design competition is not utilized). Pre-proposal meetings will be held; the District's Selection Committee will score the proposals from the finalists, conduct interviews, and perform reference checks. Selection of the successful Proposer in Step 2 shall be based upon pre-established criteria set forth in the Request for Proposal, which include cost and other factors. Award of the Design-Build Contract will be made to the Proposer whose Design-Build Proposal is determined by the District to be overall the best value to the District. As the process does not include a design competition, stipends will not be awarded. The District reserves the right to reject all proposals.

6.2 Selection Process Schedule and Proposed Project Schedule

SELECTION PROCESS SCHEDULE AND PROPOSED PROJECT SCHEDULE	
Schedule Activities	Dates
Shortlist published	Monday, 12/5/16
RFP distributed to shortlist	Monday, 12/5/16
Pre-Proposal Mandatory Conference	Thursday, 12/13/16 at 2:00 PM
Confidential Meeting #1	Tuesday, 1/24/17 & Wednesday, 1/25/17
Confidential Meeting #2	Monday, 2/13/17
Last Day to submit questions about RFP	Wednesday 2/15/17 at 2:00 PM
Final RFP Addendum issued (if required)	Wednesday, 2/22/17
Design-Build Proposals due	Monday, 2/27/17 at 2:00 PM
Proposing firms interviewed	Monday, 3/13/17
Best and Final Offers due (if requested)	Friday, 3/31/17
Notice of Intent to Award	Monday, 4/3/17
Board of Trustees Information Report	Wednesday, 4/5/17

Board of Trustees Approval	Wednesday, 4/19/17
Notice of Award	Thursday, 4/20/17
Phase 1: Design and Preconstruction Services NTP	Monday, 5/8/17
Schematic Design	TBD
District review	TBD
Design Development	TBD
District review	TBD
50% CD	TBD
District review	TBD
95% CD submittal to DSA	TBD
District review	TBD
GMP submittal to District	TBD
Phase 2: Construction Services NTP	TBD
Construction	TBD
Occupancy	TBD
Notice of Completion	TBD

6.3 Changes to the Selection Process Schedule

The District reserves the right to change any and/or all of the dates stated above. Any changes to the schedule for the RFP process will be issued by addenda posted to the Online Vendor Portal (PlanetBids) <https://www.planetbids.com/portal/portal.cfm?CompanyID=20507&BidID=31274>. It is the sole responsibility of a Proposer to check the website for any and all addenda and to be completely familiar with the contents thereof.

6.4 Proposed Project Schedule

Proposers shall include a proposed date for Final Completion of the Project in their Technical Proposal as part of the Project Schedule and Plan.

6.5 Project Scheduling

DBE is invited, during Phase 1, to suggest ways to save time or cost by phasing, re-sequencing the construction phase, or changing the construction durations. If District approves a change to the duration or phasing of the Project, DBE compensation may be revised. In its sole discretion, District may authorize construction components prior to acceptance of the GMP for construction of the entire Project.

7. PRE-PROPOSAL MANDATORY CONFERENCE

District will conduct **one** mandatory Pre-Proposal Conference and Site Visit at **2:00 PM, on Tuesday, December 13, 2016**, at Skyline College, Building 6 Room 6-203 located at 3300 College Drive, San Bruno, CA 94066. Proposers are advised to arrive early in order to park and obtain a parking pass from parking permit machines. The District will transmit to all competing Design-Build Entities any Addenda as District in its discretion considers necessary in response to questions arising at the Pre-Proposal Conference.

8. DISTRICT REPRESENTATIVE / QUESTIONS

8.1 District's Representative

District's Representative for the Design-Build Entity Selection Process is:

Name: Ms. Yanely Pulido, Contracts Manager, General Services Department

Telephone: 650.358.6863

E-mail: pulidoy@smccd.edu

8.2 Procurement and Contract Services Address: 3401 CSM Drive, San Mateo, CA 94402

8.3 Clarifications and Questions Regarding this RFP

All communications regarding this RFP including requests for information or clarification of the intent or content of this RFP must be submitted electronically by posting same to the District's Online Vendor Portal (PlanetBids) at: <https://www.planetbids.com/portal/portal.cfm?CompanyID=20507&BidID=31274>. All questions must be submitted no later than the due date indicated in the Selection Process Schedule in Section 6.2. Questions received after the due date will not be considered. No email or telephone call questions will be responded to. It is the sole responsibility of each Proposer to check the District's Online Vendor Portal for any and all addenda and to be completely familiar with the contents thereof. Only the District's Representative identified below is authorized to answer questions relative to this RFP. Information obtained verbally from any other source has no authority, may not be relied upon, and shall have no standing in any event that may occur.

9. DESIGN BUILD PROPOSAL REQUIREMENTS AND SCORING

9.1 Proposal Submittals

District will accept Proposals no later than the time and date indicated in Selection Process Schedule, Section 6.2. Proposals shall be divided into two separate submittals, the Technical Proposal and the Fee Proposal. Each submittal shall be submitted in a separate envelope or package and be clearly marked as required below.

The Technical Proposal, Fee Proposal and the Other Proposal Requirements shall be submitted after the Pre-Proposal Mandatory Conference and the Confidential Meetings but before the interviews.

A. Technical Proposal Submittal

Submit eleven (11) complete sets of the Technical Proposal and one electronic PDF copy in a sealed package, with the following clearly marked on the outside:

"Proposer's Firm Name"

"Technical Proposal – SKY B1 Creative Arts and Social Sciences Building Project, RFP 86735"

B. Fee Proposal Submittal

Submit one (1) complete set of the Fee Proposal in a sealed envelope with the following clearly marked on the outside:

"Proposer's Firm Name"

"Fee Proposal – SKY B1 Creative Arts and Social Sciences Building Project, RFP 86735"

C. Other Proposal Requirements

Submit one (1) complete set of the Other Proposal Requirements in an envelope with the following clearly marked on the outside:

"Proposer's Firm Name"

"Other Proposal Requirements – SKY B1 Creative Arts and Social Sciences Building Project, RFP 86735"

9.2 Delivery of Proposals

Proposals must be delivered to the address below at or before the time and date set in the Selection Process Schedule, in Section 6.2. Proposals delivered to other places will not be considered.

Mailing Address: Hand Deliveries/Street Address:

San Mateo County Community College District

3401 CSM Drive

San Mateo, CA 94402

Attention: Ms. Yanely Pulido, Contracts Manager, Department of General Services

9.3 Responsibility for Timely Delivery of Proposals

The Proposer is solely responsible for ensuring delivery to the submittal location no later than the date and time specified. Use of the United States Postal Service, campus mail system, express or overnight delivery, or any other service, shall not relieve the Proposer from the requirements of meeting the specified deadline at the specified location. District will return unopened any Proposal received after the due date and time.

9.4 Proposer's Cost

Each Proposer acknowledges and agrees that the preparation of all materials for submittal to District and all presentations, related costs and travel expenses are at the Proposer's sole expense, and District is not, under any circumstances, responsible for any cost or expense incurred by the Proposer.

9.5 Selection Policy

It is the policy of District that the selection of DBE to provide professional design and construction services for this Project is based on the proposal that provides the "best value" to the District, as that term is defined in Education Code section 81701, and in this RFP.

9.6 Evaluation and Scoring of Proposals

District shall date and time stamp Proposals on receipt. Proposals will not be opened publicly, but may become public as described in subparagraph 11.12 Public Records Request below. The District's Selection Committee will evaluate each proposal to determine its responsiveness to the District's requirements. Each question will be scored against an ideal Proposal in the opinion of Selection Committee; the ideal Proposal would receive the maximum number of points possible as indicated. If all information is not provided, the Proposal may not be considered. Each question is assigned a maximum score in relation to District's assessment of the associated contribution toward achieving project goals.

9.7 RFP Compliance Check

If proposals do not meet minimum submittal or content requirements herein, do not meet overall qualification standards, take unacceptable exceptions to the RFP requirements, or violate prohibitions in Public Contract Code dealing with conflict of interest, then District may deem the proposal non-responsive and eliminate the Proposer from further consideration.

9.8 Confidential Meetings

Before the Technical and Fee Proposals are submitted to District, one Confidential Meeting with each Proposer will take place as described herein. District may issue RFP addenda to all respondents based on the product of the Confidential Meetings.

- A. The proposer will manage its meeting with District. Each meeting will be for no longer than 1 hour. The Proposers may use their time to ask question about the Project, the District's goals and preferences, possible approaches to the work, and receive feedback.

9.9 Proposal Analysis

The District's Selection Committee will analyze each technical proposal to score the proposals in the categories set forth below. Once evaluations are completed, the Selection Committee will conduct in-person post-proposal interviews with each Proposer, after which technical scores may be revised.

9.10 Post-Proposal Interviews

After evaluation of the Technical proposals, and as part of the evaluation process, District's Selection Committee will interview all Proposers. The structure for these meetings and interviews will be as follows:

- Proposers will be randomly selected for time slots for interviews. The interviews will be conducted

at the college campus or District office; the Proposers will be advised of the exact location.

- Proposers will receive 45 minutes to make their presentations and 30 minutes for questions and answers from the panel.
- Proposers may arrive 10 minutes before their interview time to set up equipment and materials for presentation.
- Proposers should feel free to use any form of electronic media or otherwise to make their presentations within the allotted time.
- Proposers are requested to present their approach to the design and construction of the Project.
- Proposers shall bring those members of their team who will occupy key positions on the Project such as Preconstruction Coordinators, Project Managers, Architects, Designers, Project Executives, and Key Consultants so that the District interviews individuals who will work on the Project.

9.11 Best and Final Offers

After the post-proposal interviews are completed, the District may request any or all Proposers to submit its best and final offer to District.

9.12 Scoring Calculation

The winner will be the Proposer with the highest combined technical and fee scores. In the event of a tie for first place in the total score, the winner will be the tied DBE with the lowest proposed fee. If the proposed fees are equal the winner will be selected by a coin toss in the presence of both parties and managed by District. District requires that the tied Proposers agree to the coin toss procedure in writing before the toss.

9.13 Technical Proposal Requirements

A. Intent of Technical Proposal

District’s intent for the technical proposal is to determine the Proposer’s ability to successfully deliver the Project using the Design-Build project delivery method. It is District’s goal that this Project implement a highly collaborative form of design-build that will require the successful DBE to work closely with District during each phase to deliver a high quality project on time and within the project budget. District requires that DBE use a target value design approach that continuously evaluates cost estimates against the target cost.

B. Required Content of Technical Proposals

Proposers shall submit Technical Proposals that include all the following information, including a comprehensive but concise summary of qualifications and capabilities to satisfy the requirements of the RFP. Proposers shall adhere to the following organization in their Proposals by providing tabs for sections as listed below.

Technical Proposal Requirements	Points
Introduction Section (No tab required)	
<ul style="list-style-type: none"> ▪ Cover Letter providing each of the following: 1) referencing the RFP and confirms that all elements of the RFP have been read and understood; 2) confirming that Proposer’s RFP submittal is in response to this RFP and agrees to enter into Phase 1 Design and Preconstruction Services and construction services contract if selected, and all information in the RFP is accurate under penalty of perjury; and 3) signed by an individual authorized to contractually bind the Proposer. ▪ Table of Contents 	
Tab 1 – Project Specific Requirements	5 Points

Proposer shall provide a narrative describing how the following project specific issues and criteria will be dealt with during the pre-construction and / or construction phases:

1. What makes your Design-Build partnership, as proposed, uniquely qualified to perform on this project? Share your experiences from a previous project or projects where the design and construction personnel assigned to this project worked together. What difficulties did you have and how did you overcome them?
2. What kind of process and/or systems do you propose that will bring value and quality control to this project?
3. What kinds of unique approaches has your team implemented on projects of similar size, scope and usage?
4. Efficient energy usage and water reduction is a priority for the District. What creative solutions has your team implemented on projects of a similar size and construction budget?
5. Refining the project program is an important step throughout the project process. How do you intend to work with the District’s project team to define program scope, while accounting for the design criteria and construction budget?

Tab 2 - Project Organization

5 Points

Provide information regarding the organization of the Project staff that will be used to successfully deliver this Project. Define the key personnel of each team component and how the team will be managed, the decision-making process within the DBE, and the qualifications of the key personnel. At minimum, include the following:

- A. Project Organization – Provide an organization chart that defines the Project management and staffing plan – key personnel -- for the design and construction portions of the Project and include:
 1. A narrative of how the staff will function during each of the respective phases and personnel change for each phase.
 2. Each position within the Project organization and the role and responsibilities of the individuals,
 3. The individual team members/position within the organization that will be on the Project for the entire duration of the delivery or whether a specific position will not be required for the entire Project delivery.
- B. In-House Capabilities – Identify in-house expertise within each company on the Design-Build team and describe how they may be implemented on this Project.

Tab 3 - Project Approach

10 Points

Provide your approach and work plan for the Project. Indicate a clear understanding of the objectives of the Design-Build delivery and include at a minimum:

- A. A narrative for the approach to be used during the Design and Preconstruction Services Phase, including:
 1. The approach to develop and review the design and construction documents with District.
 2. The process to confirm the construction budget is sufficient to construct the Project. Describe how DBE will implement Target Value Design to stay within the construction budget.
 3. The approach to ensure self-performed and design-assist trade contractor costs reflect current market pricing.
 4. How DBE will approach each of the following aspects of the Project: the

- design; design review; constructability review; estimating; value engineering; scheduling & phasing; construction methods; materials; equipment & systems; recommendation of alternative materials and/or methods to maximize the construction budget.
5. The process to identify opportunities for sustainable design and how the concepts for sustainability will be developed into the Project.
 6. The process for developing bid packages with logical distinct scopes of work.
 7. A Quality Control plan that will be used during the preconstruction and design phase, which plan shall include:
 - a. A process to identify constructability issues.
 - b. A process for reviewing the coordination of building system design.
 - c. A process for identifying construction detailing clarifications using trade best practices approach and previous Project knowledge.
 8. A process using objective criteria to prequalify trade contractors.
 9. A description of DBE's experience with employing design assist or design build trade contractors. Describe which trades are proposed for design assist and / or design-build services on this Project.
 10. The process for presenting design schemes and budget, to District for approval.
 11. The process for validating/finalizing programming.
 12. The process for obtaining District approvals of systems and materials.
- B. A narrative for the approach to be used during the construction phase, including (but not limited to):
1. Administration of the schedule to verify that all trade contractors are performing expeditiously, in an economical manner and to provide the monthly schedule updates to District.
 2. A preconstruction conference to verify that the trade contractors are familiar with the scope of work and process required for the coordination of inspections, field testing, shop drawing approval, and submittal approval as related to their scope of work.
 3. A description of the process to review monthly progress payment requests from trade contractors.
 4. A description of the process to coordinate the trade contractor work, schedule and problem resolution.
 5. A Quality Control plan that will be used during the Construction Phase and include but not be limited to the following:
 - a. The process and key personnel that will be tasked with the review and coordination of all submittals/shop drawings prior to submitting to the District for review.
 - b. The process and key personnel that will be tasked with assessing the craftsmanship and workmanship by all trades and verify that all materials installed are per the approved submittals and shop drawings.
 - c. How mock-ups will be used to determine the level of craftsmanship and workmanship required to meet the District's requirements for quality.
 - d. The process that will link the constructability, value engineering and cost control management processes from the Design and Preconstruction
-

Services Phase to the Construction Services Phase for a seamless flow from design to construction between the trades and as coordinated by the DBE.

6. Project closeout plan and processes that will be used to comprehensively complete closeout requirements within 60 days post substantial completion.

Tab 4 - Project Schedule and Plan

5 Points

Proposal shall include a summary level schedule illustrating how DBE intends to manage the Project. Provide a schedule and narrative for the Design and Preconstruction Services Phase and Construction Services Phase services and include at a minimum the following:

- A. A CPM schedule that integrates critical major design and critical major construction activities.
- B. Illustrate an understanding of District’s academic calendar, operations, and processes, required Project approvals, and durations for reviews.
- C. Coordination of the project milestones with critical approval, review and activity links.
- D. Identifies sequences and relationships for critical submittals and shop drawings.

The Project Schedule and Plan is intended to show that DBE understands the overall process and sequencing of activities starting at the beginning of design through the end of construction.

Tab 5 - Life Cycle Costs Analysis

10 points

The District recognizes that the Design Build proposals will not include a full design within the proposal and therefore a full life cycle analysis of the proposed systems is not practical at the time of submittal. The District has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building even if it means a higher initial construction cost. The District wants this project to be energy-efficient and sustainable. Design-Build Proposals shall include information to demonstrate their design approach to “Life Cycle Costs”.

Describe the team’s approach to designing major systems as well as finishes with consideration for its first cost, estimated life, annual maintenance cost, operation cost and projected replacement time.

Teams should state their approach to energy modeling of the building, continuous commissioning, and the expected design energy use intensity of the building(s).

Similarly, District desires highly durable finishes within the available budget. Teams should discuss their approach to evaluating and selecting finishes on the basis of total life cycle.

Tab 6 - Skilled Labor Force Availability

10 points

Pursuant to Education Code Section 81703(c) (2) (F), each Proposer must have an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the immediately preceding five years. Each Proposer that has completed a Pre-Qualification Questionnaire will have already met this minimum requirement. The scoring of the “Skilled Labor Force Availability” factor shall be based upon the extent to which the information provided in the Design-Build Proposal demonstrates that the Proposer exceeds this minimum requirement as based upon the District’s review of the information and documents provided in respect to following labor availability sub-factor:

- a. Apprenticeship Agreement(s): Provide copies of Proposer’s Apprentice
-

Agreement(s) Proposer has with registered Apprenticeship Program(s), approved by the California Apprenticeship Council, which has graduated apprentices in each of the past five years. Additional points will be granted for major trade contractor apprenticeship agreements.

- b. Trades Introduction Program/JobTrain Program: Scoring will consider DBE’s suggestions for making the Trades Introduction Program (TIP San Mateo) or JobTrain Program, described in Amendment 4 to the Program Stabilization Agreement (see Section 5.8), known and available to Skyline College students.

Tab 7 - Safety Record	10 points
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Pursuant to Education Code 81703, each Proposer must have an experience modification rate for the most recent three-year period average of 1.0 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period must not exceed the applicable statistical standards for its business category, or if the (Proposer) is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Each Proposer that has completed a Pre-Qualification Questionnaire will have already met this minimum requirement. The scoring of Safety Record shall be based upon the extent to which the information provided in the Design-Build Proposal demonstrates that the Proposer exceeds the minimum requirement based on the District’s review of the information and documents submitted in respect to each of the following safety sub-factors:

- a. Experience Modification Rate: Provide written certification from the worker’s compensation insurer for the Design Builder confirming the average “Experience Modification Rate” over the last 3 full calendar years.
- b. Total Recordable Incident Rate (TRIR): Provide the (i) TRIR for the past 3 full calendar years (as recorded on OSHA Form 300); and (ii) copies of OSHA 200/300 logs confirming the number of cases listed.
- c. Days Away from Work Case(s): Provide (ii) LWR calculation for the past 3 full calendar years (as recorded on OSHA Form 300.); and (iii) copies of OSHA 200/300 logs confirming the number of cases listed.
- d. Fatalities: Provide (i) a listing of incidents during the last 3 full calendar years as recorded on OSHA Form 300 Box G; and (ii) copies of OSHA 200/300 logs confirming the number of fatalities listed.
- e. OSHA Citation History: Provide (i) a listing of all serious and willful OSHA citations during the last 3 full calendar years (including type of citation, current status, and fine paid. This information is available at <http://www.osha.gov/pls/imis/establishment.html>.

Tab 8 - Exceptions/Clarifications	0 Points
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Any exceptions or clarifications to the RFP must be listed on an item-by-item basis and cross-referenced with the RFP document. If there are no exceptions or clarifications, the Proposer must expressly state that no exceptions or clarifications are taken.

Sketches to Accompany Technical Proposal	5 Points
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Submit no more than four 24x36 size sketches or renderings (and an electronic PDF version) that best reflect the DBE’s vision of a structure that not only fits the program, but enhances the surrounding campus context. The design shall complement the campus context in scale, massing, color and finishes while allowing creative interpretations. The design will not be binding but only a concept to convey aesthetic intent. The accuracy of the building size, height and massing will not be judged.

Proposal Interview- Not Part of the Written Technical Proposal

10 Points

The makeup of the proposed DBE Project team, their understanding of the project and commitment to its success, and their ability to communicate and work effectively with the rest of the team and the District is of critical importance to the District. The interview after proposal submittal is an integral part of the evaluation process. The DBE presentation should focus on the following:

- A. Introduction of the proposed staffing for the Project. What qualities will each proposed staff member bring to the team that will lend to the success of this Project?
- B. The factors that make the proposed Design-Build team uniquely qualified and the best suited for this Project?
- C. Verbal presentations by proposed staff of their previous experiences, both successes and difficulties, with working on previous project teams.
- D. Highlight any areas of the DBE's proposal that warrant the special attention of the District's Selection Committee, especially projects that the team has completed together in the local area that demonstrate their ability to successfully complete this Project.
- E. Present the DBE's approach to meeting Project goals. State the DBE's opinion of the construction budget and schedule.
- F. Present questions the DBE may have for the interview team.

Total Maximum Technical Points**70 POINTS**

9.14 Fee Proposal Requirements

A. Contents of Fee Proposal Submittal

The Proposer shall provide a fee proposal as part of the DBE selection process.

B. Fee Proposal Form

The Fee proposal shall be submitted on Document 00 41 00 (Proposal Form), in the form of Attachment 3. Fees shall be shown in percentages and dollar amounts. Refer to Attachment 4, Classification of Project Costs - Table A, for a description of construction phase costs in each category of fees listed below. The Estimated Direct Construction Cost is identified in the Project Description, Section 4.3.

C. The Design-Build Entity shall propose fees for the Project in the following manner:

a. Phase 1 – Design and Preconstruction Services Fee

1. Please provide a lump sum amount to cover all Phase 1 services, including:

- (a) Full design services (SD, DD, CD) fees for architect, engineers, consultants, design-build and / or design assist trade contractors, and others.
- (b) Proposed design fee shall include, but is not limited to, the fees for designing the elements listed in the column entitled "Included in Proposal" in Attachment 4, Classification of Project Costs -Table B Design Fee Allocation Matrix. DBE may exclude design fees incurred during Phase 2 (see column entitled "Include in Direct Cost" in Attachment 4, Table B Design Fee Allocation Matrix) from the Phase 1 Fee.
- (c) Efforts to complete or validate the programming phase and design criteria that was started and made available with this RFP (Attachment 1) and use it as a starting point and basis for detailed final programming effort.
- (d) Phase 1 Design and Preconstruction Services including estimating, scheduling and

constructability reviews for DBE, subcontractors, consultants and others.

- (e) Overhead and profit on design and preconstruction services.
- 2. Payment will be based on percent of completion of the required scope of work, in accordance with the payment schedule included in the Contract.
- b. Phase 2 – Estimated Direct Construction Cost
 - 1. The Estimated Direct Construction Cost is set forth in Document 00 41 00 (Proposal Form) and may be adjusted for cause during Phase 1 with District's approval. The Estimated Direct Construction Cost includes those categories of costs identified as Direct Cost of Work in Attachment 4, Classification of Project Costs -Table A.
- c. Phase 2 - General Conditions/General Requirements
 - 1. Includes but is not limited to costs in the General Conditions and General Requirements columns of Attachment 4, Classification of Project Costs - Table A. Includes all staff and facilities located at the construction site to manage the construction of the project. Does not include OH&P.
 - 2. Propose as a percentage of the Estimated Direct Construction Cost set forth in Document 00 41 00 (Proposal Form) and calculate a lump sum for scoring purposes. The proposed percentage will be applied to the Total Direct Construction Cost included in the GMP and converted to a lump sum.
 - 3. Payment for General Conditions/General Requirements will be based on percentage of completion of construction work.
- d. Phase 2 - Overhead and Profit
 - 1. Includes DBE overhead and profit on direct construction cost, General Conditions/General Requirements, and insurance that is not covered by OCIP. See Document 00 73 17 (Insurance).
 - 2. Propose as a percentage of the Estimated Direct Construction Cost, Construction Contingency and General Conditions/General Requirements set forth in Document 00 41 00 (Proposal Form) and calculate a lump sum for scoring purposes. The proposed percentage will be applied to the Total Direct Construction Cost and General Conditions/General Requirements included in the GMP and converted to a lump sum.
 - 3. OH&P will not be reduced due to trade contractor bid savings nor increased for trade contractor over bids.
 - 4. Payment will be based on the percentage of the construction work completed.
- e. Payment and Performance Bonds for Design-Build Entity
 - 1. Include the cost of DBE's payment and performance bonds.
 - 2. Propose as a percentage of the sum of Estimated Direct Construction Cost, General Conditions/General Requirements, and Overhead and Profit set forth in Document 00 41 00 (Proposal Form) and calculate a lump sum for scoring purposes.
 - 3. The GMP line item for payment and performance bonds for DBE will be calculated by multiplying DBE's proposed payment and performance bond percentage by the sum of Total Direct Construction Cost, General Conditions/General Requirements, and Overhead and Profit included in the GMP and converted to a lump sum.
 - 4. Payment will be made when the bonds are presented.
- f. Subcontractor Performance Bonds or Insurance
 - 1. Include the cost of subcontractor payment and performance bonds or insurance.
 - 2. Propose as a lump sum contractor allowance, dependent on actual Direct Construction Cost.
 - 3. Payment will be based on the actual cost of this protection up to the amount proposed.

g. Allowances and Contingencies

1. Design-Build Entity Allowances. DBE may include allowances in the GMP for potential expenditures only with specific approval from the District. DBE Allowances shall be for specific and discrete scopes of work; DBE shall not aggregate the DBE Allowances to create another contingency.
2. Owner's Allowance. District may insert an Owner's Allowance into the Agreement for Design-Build Services in the amount of 10% or less of the Initial GMP.
3. Allowance Process. In developing the GMP, the Design-Build Entity may propose including appropriate allowances for defined items of Work that cannot be appropriately quantified and estimated at the time the GMP is established. Allowances shall only be used for their identified specific and discrete purpose. Allowance balances may not be used to make up deficits on other line items. District will authorize use of Allowances in writing. DBE's charges against either type of allowance shall conform to Section 01 26 00 (Modification Procedures). DBE shall include trade contractor mark-up on these direct cost items in accordance with Section 01 26 00 (Modification Procedures). Allowance items will be converted to, and included as, typical contract work by Change Order once conditions exist that allow them to be properly quantified and priced. Allowance items that cannot reasonably be quantified and priced before the allowance work begins will be reconciled based on the actual Cost of the Work. If the Cost of the Work for any item of Work covered by an allowance will be greater than the amount of the allowance, Design-Build Entity will so notify District and if District authorizes the allowance Work in a Change Order, the GMP will be increased by such difference with an additional mark-up for overhead and profit. If the cost of any item to which such an allowance applies is less than the amount of the allowance, District may issue a Change Order decreasing the GMP by the sum of the amount of such difference and the mark-up for overhead and profit on the difference. DBE shall itemize the use of the allowances and account for the allowance balances on a separate accounting accompanying the monthly payment request.
4. Construction Contingency. DBE's Fee Proposal shall include a Construction Contingency percentage, which will be multiplied by the Estimated Direct Construction Cost to determine the contingency amount included in DBE's Fee Proposal. DBE shall use this contingency to pay costs as detailed below. The use of the Construction Contingency shall require written approval by District, which will not be unreasonably withheld. DBE shall itemize the use of the contingency and account for the contingency balance on a separate accounting accompanying the monthly payment request. At Project completion, DBE shall receive fifty percent of the unused portion of the Construction Contingency. Contingency-eligible costs in excess of the contingency amount shall be borne by DBE. The following are examples of eligible and ineligible uses of contingency and owner paid change orders.
 5. Eligible Uses of Construction Contingency.
 - (a) Re-work due to ambiguities or conflict in construction documents.
 - (b) Work shown or inferred on construction documents but missing from bid packages.
 - (c) Work shown or inferred in the construction documents, but not described to the extent that it is sufficient to obtain competitive bids.
 - (d) Security personnel to control unexpected union picketing.
 - (e) Expenditures suggested by DBE and agreed to by District for the benefit of the Project.
 - (f) Errors or Omissions in the Contract Documents.
 - (g) Coordination of installation tolerances between trades.
 6. Ineligible Uses of Construction Contingency.
 - (a) Additional Project management staff.
 - (b) Weather protection of work or materials for the benefit of subcontractors.

- (c) Insurance co-pay (OCIP deductible co-pay) costs.
- (d) Any item listed in Classification of Project Costs (Attachment 4 Table A) as Overhead & Profit or General Conditions/General Requirements.
- (e) Work specified in subcontracts.

7. District's Uses of Owner's Allowance.

- (f) District-requested changes.
- (g) District-requested additional work.
- (h) Differing site conditions, as defined in paragraph 14.G of Document 00 71 00 (General Conditions).

- D. **Cost Scoring:** Proposers will be scored based on the sum of the fee proposal components described above and listed in the Schedule of Proposal Prices in Document 00 41 00 (Proposal Form). Fee Proposals will be scored in direct relation to their variance from the lowest fee based on the following formula for a maximum of 30 points:

$$\text{Price Proposal Score} = 30 \times (L / P)$$

Where: P = Short-listed BAFO Price Proposal amount

L = Lowest, short-listed BAFO Price Proposal amount

Example:

Proposer No. 1: \$1,000,000, Score = $30 \times (\$1,000,000 / \$1,000,000) = 30$ points

Proposer No. 2: \$1,200,000, Score = $30 \times (\$1,000,000 / \$1,200,000) = 25$ points

Proposer No. 3: \$1,400,000, Score = $30 \times (\$1,000,000 / \$1,400,000) = 21.43$ points

9.15 Other Proposal Requirements

The Proposal must contain the following, fully completed (and where applicable, executed) documents. The District will reject as non-responsive any Proposal submitted without these documents:

- A. Document 00 43 36 (Subcontractors List) in the form of Attachment 5, completed as indicated therein.
- B. Document 00 45 00 (Design-Build Entity Certifications) in the form of Attachment 6, signed and completed (and including any attachments) as indicated therein.
- C. Document 00 45 19 (Non-Collusion Affidavit) in the form of Attachment 7, subscribed and sworn before a notary public.
- D. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-IX or better, confirming that surety has agreed to provide Design-Build Entity with performance and payment bonds in accordance with the requirements set forth in the Contract Documents 00 61 00 (Construction Performance Bond) and 00 62 00 (Construction Labor and Material Payment Bond), with minimum penal sums in the amounts set forth therein.

10. PROJECT AWARD AND COMMENCEMENT

10.1 Announcement of Award

Upon completion of District's evaluation of all Proposals, including without limitation all required action by the District's Board of Trustees, District shall rank the responsive Design-Build Entities based on the Evaluation Factors, Ranking and Scoring Methodology in Attachment 7. District will award a contract for Phase 1, Design and Preconstruction Services to the highest scoring Proposer. District shall publicly announce the award of the Contract for the Project by issuing Document 00 51 00 (Notice of Award), and by posting Document 00 51 00 on District's Online Vendor Portal and by electronically mailing it to all parties who requested that the District provide such notice. The Notice of Award shall include all of the following: (1) the Design-Build Entity to whom the award is made; (2) the successful Design-Build Entity's price proposal and its overall combined rating on the Request for Proposal evaluation factors; (3)

the successful Design-Build Entity's ranking in relation to all other responsive Design-Build Entities and their respective price proposals; (4) a summary of District's rationale for the contract award; and (5) any other item the District may elect.

10.2 Post-Notice of Award Requirements

After Notice of Award, the successful Design-Build Entity must submit the required documents specified in the notice to District no later than 5:00 p.m. on the tenth (10th) calendar day following receipt of the notice. Execution of the Contract is dependent upon approval of these documents. The successful DBE should be prepared to commence work immediately following execution of the Contract and receipt of the Notice to Proceed with Design. In the event contract award is unsuccessful with the first selected Proposer, District may choose to award the contract to the next Proposer in the ranking.

10.3 Phase 2 – Construction Services

DBE will provide District a Guaranteed Maximum Price (GMP) Proposal for the Construction Services Phase within approximately 30 days of DSA approval of construction documents. The GMP will be the sum of the following:

- A. Design services as needed for construction administration and project close-out.
- B. Direct Construction Cost
- C. Construction Contingency (Proposer's percentage applied to Direct Construction Cost)
- D. General Conditions/General Requirements (Proposer's percentage applied to Direct Construction Cost and Construction Contingency).
- E. Overhead and profit (Proposer's percentage applied to Direct Construction Cost, Construction Contingency and General Conditions/General Requirements).
- F. DBE Payment and performance bonds
- G. Subcontractor Payment & Performance Bonds

10.4 Failure to Agree on GMP

If District and DBE cannot agree on a GMP, District may terminate Phase 1 (Design and Preconstruction Services), and Phase 2 (Construction Services) will not be awarded to the DBE.

11. OTHER TERMS AND CONDITIONS OF THE RFP PROCESS

The District expressly reserves the unqualified right to undertake any of the following if advantageous to the District:

- 11.1 Accept or reject any or all of the submitted RFPs;
- 11.2 Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any RFP or the RFP process;
- 11.3 Terminate the RFP process at any time;
- 11.4 Modify and/or suspend any and all aspects of the RFP at any time;
- 11.5 Reissue the RFP;
- 11.6 Extend the time frame for submission of the Proposal to any firm the District determines is and/or should be part of the Finalist Group. Any deadlines, if extended, will be communicated through the issuance of Addenda posted to the Online Vendor Portal. It is solely a Proposer's obligation to monitor the Online Vendor Portal for any and all Addenda and the contents thereof;
- 11.7 Request clarification of information submitted and/or request additional information from any or all submitting Proposers;
- 11.8 Hold all Proposals for a period of ninety (90) days after the deadline for receipt of Proposals;

- 11.9 Decline to enter into a contract with any Proposer;
- 11.10 Conduct personal interviews, negotiations and/or request Best and Final Offers, from any or all Proposers during the RFP process before making selection of the successful DBE;
- 11.11 The Proposals submitted in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate;
- 11.12 While the information submitted in Proposals will become a public record after award of the contracts, the reviewed and audited financial information submitted by a Proposer will remain confidential and will not be disclosed in response to any Public Record Act Request or similar request for information. District will use these documents as part of the basis of scoring and evaluating Proposers. District reserves the right to verify and check information submitted from all other sources available to District. District's decision will be based on objective evaluation criteria as set forth in the RFP Documents;
- 11.13 Acceptance of any Proposal will take into consideration the reliability of the Proposer, past documented performance of the Proposer, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The District will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The District's decision will be final;
- 11.14 All costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the District. The District will not be liable for any costs incurred in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing. Any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contracts will be borne by the Proposer;
- 11.15 Proposals that are submitted with conditional clauses, alterations, items not called for by the RFP, or irregularities of any kind are subject to rejection by the District as non-responsive, at its option;
- 11.16 By submitting a Proposal, the Proposer acknowledges that Proposer has investigated and satisfied itself as to the conditions affecting the work of the Project. The District shall not be responsible for any conclusions or interpretations made by a Proposer of the information made available by the District;
- 11.17 The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed. The receipt by the District of a Proposal will indicate that the submitting Proposer understands the requirements and shall supply the work and services required;
- 11.18 The District reserves the right to require that the Proposer demonstrate that Proposer has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract/project schedules;
- 11.19 The Proposer shall furnish the District with such additional information as the District may reasonably require and request;
- 11.20 The District will require the selected DBE to have a valid California Architect's License and a valid Contractor's B License issued by the state of California, appropriate valid professional licenses, and to provide evidence of appropriate insurance and bonding coverage/capacity;
- 11.21 At the end of the RFP process, the District will require the selected DBE to enter into a Design Build contract prepared by the District, a sample of which is found as Document 00 52 00 (Agreement) in the Contract Documents in the form of Attachment 2 to this RFP;
- 11.22 Proposals received after the time and date specified, whether delivered or mailed, may not be considered and may be returned to the Proposer unopened, at the sole discretion of the District. It is the sole responsibility of each Proposer to ensure that its Proposal arrives at the required location before or at the time and date specified;
- 11.23 No individual or firm responding to this RFP shall obtain any claim or cause of action against the District by reason of any aspect of the RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the District, the exercise of any discretion by the District in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing;

- 11.24 A contract may be awarded to one of the short-listed DBEs through the RFP process. The District reserves the right to increase the number of Finalists if the District determines it is in the District's best interest to do so;
- 11.25 Unless requested to do so in writing either in response to a written request for clarification from District or as otherwise permitted by the RFP Documents, Proposers and their Design Team Members, Sub-consultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Contract; or (3) any trustee, officer, employee or representative of the District or College with respect to any matter relating to the Project;
- 11.26 Any Proposer may, at its own expense, conduct investigations of the Sites, including Existing Improvements located on the Sites, provided that: (1) Proposer requests in advance and in writing, and receives, permission from the District to conduct such investigations, which permission may be granted or withheld by the District in its sole and absolute discretion, but which if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer executes Document 00 11 20 (Access, Indemnity and Release Agreement) in the form of Attachment 9 attached hereto and submits it to the District prior to submission of its Design-Builder Proposal; (3) Proposer provides evidence satisfactory to District of appropriate insurance coverage required by the terms of the Access, Indemnity and Release Agreement; and (4) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer's investigation, if any, is provided to District with the Proposer's submission of its Design-Builder Proposal. Failure by a Proposer to comply with these or any other terms of the Access, Indemnity and Release Agreement may be deemed by District, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and, as such, grounds for disqualification. Exploration of conditions below the surface of the ground or that involve destructive examination of Existing Improvements will only be allowed if approved in writing by District in advance of their being performed. If such approval of subsurface exploration is given, it shall be conducted under the supervision of a licensed soils or geotechnical engineer;
- 11.27 The District reserves the right, but shall not have the obligation, after the deadline in the RFP schedule for submission of DBE Proposals, to request submittal of Best and Final Offers. If, after receipt and review of one round of Best and Final Offers, the District determines that it is in its best interests to do so, it may request one or more additional round of Best and Final Offers, with or without further Discussions or Negotiations. There is no limit to the number or rounds of Best and Final Offers that may be requested by the District. A request by the District for Best and Final Offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof. If a request for Best and Final Offers is made by District, each Proposer shall thereafter submit a Best and Final Offer prior to the deadline set forth in the District's written request. If a Proposer in response to a request by District for submission of Best and Final Offers intends to make no change to its DBE Proposal as amended by any prior-submitted Best and Final Offer, then such Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) referring to such DBE Proposal and prior-submitted Best and Final Offers, states that there is "no change" thereto. If a Proposer in response to a request by District for Best and Final Offers intends to submit a Best and Final Offer that involves a change, addition or deletion to any portion of its DBE Proposal or to a Best and Final Offer previously submitted by the Proposer, then the Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) sets forth by reference to page, paragraph and line of the portion of the DBE Proposal or any prior-submitted Best and Final Offer being amended, all of the words being deleted from and/or added to the DBE Proposal and prior-submitted Best and Final Offer. Best and Final Offers shall include an acknowledgement of any RFP Addenda issued after the deadline in the RFP schedule for submission of DBE Proposals and prior to the deadline for submission of such Best and Final Offer. Best and Final Offers shall comply with the requirements of this RFP;

- 11.28 Following the ranking of proposals after submission of BAFOs, the District may, at its sole discretion, elect to proceed with award of the Contract without negotiations, or it may proceed with negotiations with the Proposers. Negotiations may involve any aspect of Proposer's Proposal (Technical or Fee Proposal) and any provision of the Contract Documents including scope of work, terms and conditions. The District may also initiate negotiations to reduce costs to meet budget. Because the District has the right to award the Contract without negotiations, all Proposers must commit to entering into the Contract based upon their Proposals submitted in response to this RFP. Any decision to commence negotiations regarding the Contract and any topics of negotiation are at the District's sole discretion.
- 11.29 The District reserves the right, but shall not have the obligation, to conduct Post-Scoring Discussions. Post-Scoring Discussions may be conducted with some or all Proposers. Post-Scoring Discussions are conducted after final scoring of the DBE Proposals or Best and Final Offers, for the limited purpose of clarifying a DBE Proposal or its Best and Final Offers. Post-Scoring Discussions are not to be used to permit changes to a DBE Proposal or a Best and Final Offer. Post-Scoring Discussions shall be conducted by the RFP Selection Committee in accordance with the Rules for Interviews and Negotiations set forth in Attachment 10 to the RFP as may be amended from time to time by the District pursuant to RFP Addendum;
- 11.30 District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a DBE Proposal or Best and Final Offers. Requests for clarifications are discretionary with the District and, although they generally are used only if Discussions or Negotiations are not conducted, may be issued at any time (whether or not Discussions or Negotiations are conducted) after the deadline in the RFP schedule for receipt of DBE Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be responded to by the Proposer to whom they are directed within three (3) Days after the date of receipt thereof by the Proposer. Responses to such requests by District shall be limited to clarifying the portion of the DBE Proposal or Best and Final Offer described in the District's request. Responses shall not include changes to a DBE Proposal or a Best and Final Offer. Information provided in a response to a request for clarification that does not comply with the requirements of this paragraph will not be considered;
- 11.31 Without limitation to any of the District's other rights under the RFP Documents or Applicable Laws, the District reserves the right to reject any DBE Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by documents required by the RFP Documents to be submitted with a DBE Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of DBE Proposals or Best and Final Offers, to withdraw its Request for Proposal and/or reject all DBE Proposals or Best and Final Offers;
- 11.32 Award of the Contract is subject to availability of funds. In the event that funds are not available, District shall have the right, without any liability to any Proposer, to decline to execute the Contract;
- 11.33 No changes in or additions to DBE Team Members shall be permitted at any time during the RFP process, except with the prior written authorization of the District, which authorization may be granted or withheld in the District's sole and absolute discretion;
- 11.34 Consultants or Sub-consultants to the District who (1) are participants or advisors to the District or College in respect to the design-build competition for the Project(s), or (2) provide professional services and advice to the District or College in respect to any other project being proposed for construction, or under construction, at the campus of the College where the Project is to be constructed, shall not be allowed to participate as a DBE Team Member or as a Sub-consultant or Subcontractor, of any Tier, to a DBE;
- 11.35 All DBE Proposals and Best and Final Offers must be submitted, filed, made and executed in accordance with Applicable Laws (including, without limitation, California Education Code Sections 81700 et seq.), whether the same are expressly referred to herein or not;
- 11.36 Proposers shall identify in their DBE Proposals and Best and Final Offers any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent;
- 11.37 DBE Proposals and Best and Final Offers are nontransferable and cannot be assigned;

- 11.38 District reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Contract Documents or General Conditions by issuance of an RFP Addendum setting forth the substance of such change;
- 11.39 DBE Proposals and Best and Final Offers shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the DBE Contract Documents or General Conditions, other than changes that have been approved and ordered by District by means of a previously issued RFP Addendum. Statements contained in a DBE Proposal or Best and Final Offer to the effect that a price is based on certain “assumptions” that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this paragraph and be grounds for disqualification.
- 11.40 Following Award of Contract, District may prepare a conformed Project Manual reflecting Addenda issued during proposal period, which will, failing objection, constitute the approved Project Manual.
- 11.41 Failure to execute the agreement within the timeframe identified in Document 00 51 00 (Notice of Award) shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute the contract, District may award the contract to the next qualified, highest-ranked Proposer.
- 11.42 **PROPOSAL PROTEST.** Any Proposal Protest must be submitted in writing to the District’s main office (Attention Kathy Blackwood, Executive Vice Chancellor, 3401 CSM Drive, San Mateo, California 94402) before 5:00 p.m., no later than the sixth calendar day following posting of Document 00 51 01 (Notice of Intent to Award). Any Proposal Protest received after the deadline as described herein shall be deemed null and void.
- a. The initial Protest document must contain a complete statement of the basis for the Protest.
 - b. The Protest must refer to the specific portion of the document that forms the basis for the Protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Design-Build Entity’s Proposal (or with regard to any other Design-Build Entity’s Proposal).
 - c. The Protest must contain the name, address and telephone number of the person or entity representing the protesting party.
 - d. The party filing the Protest must transmit a copy of the initial Protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the Protest. Such parties shall include all other Design-Build Entities that appear to have a reasonable prospect of receiving an award depending upon the outcome of the Protest.
 - e. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Build Entity’s sole and exclusive remedy in the event of Proposal Protest. The Design-Build Entity’s failure to promptly comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal Protest, including without limitation filing a Government Code Claim or instituting legal proceedings. A Design-Build Entity may not rely on a Protest submitted by another Design-Build Entity, but must timely pursue its own Protest.
- 11.43 Except as set forth herein, all abbreviations and definition of terms used in these Instructions are set forth in Document 00 71 00 (General Conditions) or Specifications Section 01 42 00 (References and Definitions) of the Contract Documents.

-End of Request for Proposals-