

**PERALTA COMMUNITY COLLEGE DISTRICT  
REQUEST FOR PROPOSALS  
2118 MILVIA STREET PROJECT  
DESIGN-BUILD SERVICES  
RFP # 20-21/06**

Peralta Community College District ("District") is seeking prequalified and shortlisted design-build entities or design-build teams to submit competitive Proposals to design and construct the District's **2118 Milvia Street Project** ("Project"), in accordance with Education Code section 81700 et seq. Only Respondents that have been prequalified and shortlisted by the District in response to the prior Request for Qualifications ("RFQ") for the Project will be eligible to submit Proposals in response to this Request for Proposals ("RFP").

**All RFP proposals must be submitted electronically via Vendor Registry:**

<https://build.peralta.edu/vendor-registry>

Each proposer is solely responsible for timely submission of its proposal; the District is not responsible for any technological issues in a DBE's ability to timely submit its proposal or portion thereof by the specified date and time as prescribed in this RFP.

**ALL PROPOSALS ARE DUE BY 2:00 P.M. ON FRIDAY, JANUARY 29, 2020.** In-person, Mailed, Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will be returned unopened.

The District reserves the right to waive irregularities and omissions in any Proposal, and to make all final determinations. The District also reserves the right to reject any and all Proposals and to negotiate contract terms with one or more Respondents.

A **MANDATORY** informational meeting will be conducted on **MONDAY, DECEMBER 7th, 2020**, starting at **10:00 A.M.**, via Zoom. Information regarding the informational meeting details are posted on Vendor Registry. This meeting is only mandatory for the General Contractor and Architect of Record to attend and registration in advance is required.

Questions regarding this RFP may be directed in writing via <https://build.peralta.edu/vendor-registry>, and must be submitted on or by **2:00 P.M. TUESDAY, JANUARY 19TH, 2021**.

## **I. RFP SCHEDULE SUMMARY**

The District may change the dates on this schedule without prior notice.

<b>DEADLINE</b>	<b>ACTION ITEM</b>
<b>December 1, 2020</b>	Release and distribution of RFP to prequalified Respondents
<b>December 7, 2020</b>	Mandatory informational meeting virtually via Zoom
<b>December 14-15, 2020</b>	Collaboration Interview # 1 with DBE Teams virtually via Zoom
<b>January 12-14, 2021</b>	Collaboration Interview # 2 with DBE Teams virtually via Zoom
<b>January 19, 2021 at 2:00 P.M.</b>	Last day to receive written questions from Respondents
<b>January 22, 2021 at 2:00 P.M.</b>	Last day for District to issue addenda or answer questions
<b>January 29, 2021 at 2:00 P.M.</b>	Deadline for Proposals in response to RFP
<b>February 2-4, 2021</b>	Final Interviews with DBE Teams virtually via Zoom
<b>March, 2021</b>	Notification to selected DBE, subject to Board approval

## **II. INTRODUCTION**

The District is seeking Proposals from prequalified and shortlisted design-build entities or design-build teams (each referred to herein as "DBE") to design and construct the District's **2118 Milvia Street Project** ("Project"), in accordance with Education Code section 81700 et seq. This RFP defines the services sought from the DBE and generally outlines the Project requirements.

## **III. DESIGN-BUILD PROCUREMENT PROCESS**

Pursuant to Education Code section 81703, procurement of a DBE for the Project will follow two (2) phases:

1. Prequalification – First, by prior RFQ, the District prequalified and shortlisted up to the three (3) highest scoring respondents using a standard template request for statements of qualifications.

2. Design-Build Competition – Second, by this RFP, the District invites only prequalified and shortlisted Respondents to submit competitive Proposals for the Project. The District will use a best value selection method for evaluating Proposals. The selection criteria and procedure are defined in this RFP.

Any person or entity that has performed or is performing services for District relating to the solicitation of this design-build project, including, without limitation, services relating to the development of proposal or Criteria Documents, will **not** be eligible to submit a proposal as a design-build entity or to join a design-build team, including:

1. Noll & Tam Architects
2. Kitchell CEM
3. AECOM

#### **IV. PROJECT DESCRIPTION AND SCOPE OF SERVICES**

##### **A. Overview**

Pursuant to Education Code section 81700 et seq., the selected DBE will design and construct the Project. The Project is further defined in the attached **Appendix A**, along with the District's expected DBE NTE Budget and schedule for the Project.

The members of the DBE must be appropriately licensed and registered in the State of California for architectural, engineering, and construction services, as applicable and as needed to complete the Project. In addition, the DBE shall have experience with both design and construction of public school facilities and in working with the California Community Colleges Chancellor's Office ("CCCCO"), the Division of the State Architect ("DSA"), and Title 24 of the California Code of Regulations.

All tiers of contractors performing work on the project must be registered with the Department of Industrial Relations ("DIR") as required by law. The DBE will be required to comply with the Labor Code prevailing wage requirements and the District's bonding and insurance requirements. The DBE shall be required to work cooperatively with District staff, Governing Board, all other technical consultants, the Criteria Architect, the project inspector, and program and/or construction manager, if any, retained by the District for the Project, citizens' oversight committee, other District committees, and the community to facilitate timely and professional completion of the Project.

##### **B. Criteria Documents**

Pursuant to Education Code section 81703, subdivision (a), the District's Criteria Documents Architect, Noll & Tam Architects, has prepared Project Criteria Documents, which are attached hereto as **Appendix B** and incorporated herein by this reference. The Criteria Documents may establish, without limitation, the size, type, and desired design character of the Project, performance specifications covering the quality of materials, equipment, workmanship, preliminary plans or building layouts, or any other information deemed necessary to describe adequately the District's needs.

Respondents must completely familiarize themselves with the Criteria Documents and all other appendices and exhibits prior to submitting a Proposal. The selected DBE will be required to utilize the Criteria Documents as the starting point in completing the design and constructing the Project.

**C. Scope of Work**

Although the final scope of work will be negotiated in the executed Agreement, the selected DBE shall be responsible for performing the following scope of work, at a minimum:

1. Collaboration and Design Services (Appendix A)

- a. Complete the collaboration phase and design phase services for the Project utilizing the Criteria Documents and all other documents as provided in this RFP, including related meetings with the District for input and approval at multiple stages of the collaboration and design, including development and preparation of detailed construction cost estimates to evaluate against District Capital Budgets.
  - i. Collaboration Phase: DBE shall lead the Collaboration Phase Services to clarify and refine the Programming and Project Criteria to best achieve the District's needs, function, quality, performance, and to confirm the NTE Budget and schedule. Provide a construction estimate, certified by the DBE's Chief Estimator, or principal of the firm, that the project can be completed within the NTE Budget and are in alignment with District Budgets. Meet with the District for approval to advance to the Schematic Design phase and complete the "Project Design Milestone Acceptance Form"
  - ii. The Design Services includes the preparation of the design and Construction Documents for the Project including, but not limited, to all necessary architectural design, specialty consultant services, civil engineering, structural engineering, mechanical engineering, plumbing and HVAC design, fire protection system engineering, landscape architecture, electrical engineering, security system design, telecommunications, data and low-voltage signaling design, geotechnical engineering, topographic and boundary surveying, interior design, modular furniture systems and fixtures, furniture and equipment design, coordination and space planning, and acoustical engineering. The Design Phase shall also include all plan check and permitting activities required for the construction activities.
    1. Schematic Design: Prepare Schematic Design Documents from the "refined" Criteria Documents (as established during the Collaboration Phase Services) including related architectural, structural, mechanical, electrical, plumbing, civil and landscape services. Revise construction cost estimates to align with District Budgets. Meet with the District for approval to advance to Design Development phase and complete the "Project Design Milestone Acceptance Form"
    2. Design Development: Prepare Design Development Documents from the Schematic Design Documents, including related architectural, structural, mechanical, electrical, plumbing civil, and landscape services. Revise construction cost estimates to align with District Budgets. Meet with the District for approval to advance to the 50% Construction Documents phase and complete the "Project Design Milestone Acceptance Form"

- a. During this phase, the DBE will be required to also prepare, participate, and obtain board of trustees' approval utilizing the "PCCD Project Design Status Board Approval Form", prior to moving into the 50% Construction Document Phase.
3. Guaranteed Maximum Price ("GMP"): Within sixty (60) calendar days after approval of the Design Development Documents, the DBE shall develop and submit a proposed Guaranteed Maximum Price ("GMP") Proposal for the Project and submit this ("GMP") to the District.
4. 50% Construction Documents: Upon the District's acceptance of the Design Development Documents, prepare 50% construction documents. Meet with the District for approval to advance to the 100% Construction Documents Phase. The Construction Documents shall include all information required by the building trades to complete the construction of the Project, including information that would customarily be included as deferred submittals after DSA approval. Meet with the District for approval to advance to 100% Construction Document phase and complete the "Project Design Milestone Acceptance Form".
5. 100% Construction Documents: Upon the District's acceptance of 50% Construction Documents, prepare 100% construction documents. Meet with the District for approval to submit to DSA and complete the "Project Design Milestone Acceptance Form". Perform back-check as needed at no additional cost to the District. Obtain DSA stamp-out and approval letter.
- iii. Submit completed plans and specifications for DSA approval and perform all services, including back-check as needed at no additional cost to the District to obtain DSA stamp-out and approval.
- iv. After DSA approval the DBE will be required to prepare, participate, and obtain board of trustees' approval utilizing the "PCCD Project Design Status Board Approval Form" prior to moving into the Construction Phase.
- v. Any other services that are reasonable and necessary for design of the Project, including close-out with DSA.

## 2. Preconstruction Services (Appendix A)

- a. Consult with District staff in relation to the existing site. DBE should make site visits, as needed to review the current site conditions. During this period, DBE will complete geotechnical surveys, soils investigations, topographical surveying, hazardous materials surveying, utility locating, utility assessments, utility capacity verifications, and other services and verifications as necessary in order to minimize unforeseen conditions.

- b. Provide a Project estimates for the construction of the project with identified subcontractor bids and any self-performed work being proposed by the prime DBE entity.
- c. Undertake value-engineering analysis and prepare reports with recommendations to the District to maintain the established Project budget and specifications. Provide a detailed analysis of all major project systems and project means & methods, with an emphasis on value engineering possibilities.
- d. Detailed Construction CPM Schedule: Produce detailed construction CPM schedules to be incorporated into the Project documents including identification of the Project critical path and agency approvals.
- e. Construction Planning: Plan the phases and staging of construction, staging areas, temporary fencing, office trailer placement, access, etc. as required.
- f. Any other services that are reasonable and necessary to control the budget and schedule.

### 3. Construction Services (Appendix A)

- a. Administer and coordinate on a daily basis the work of all trade contractors the DBE hires to work on the Project. Work shall also include hazardous material abatement and demolition as required for new construction.
- b. Enforce strict performance, scheduling, and notice requirements.
- c. Document the progress and costs of the Project.
- d. Report proactively on potential schedule impacts and recommend potential solutions to schedule problems.
- e. Coordination of record drawings and specifications.
- f. Compilation of operations and maintenance manuals, warranties/guarantees, and certificates.
- g. Obtaining occupancy permits and coordinating testing, documentation, and governmental inspections and approvals.
- h. Preparation of accounting and closeout reports and occupancy plan reports.
- i. Activities and/or compliance reporting as required to comply with the ("PLA") Project Labor Agreement.
- j. Design, procure, and install all required furniture, fixtures, and equipment for the project. Conduct furniture inventories of existing furniture and, in consultation with the District, shall indicate the re-use and placement of such furniture in the space plans
- k. Other responsibilities as necessary for the completion of the Project.

#### **D. Design-Build Structure**

The Agreement (as defined below at subparagraph G) will conform to design-build project delivery method pursuant to Education Code section 81700 et seq. The Agreement will have separate phases for collaboration, design, and construction.

If an award is made, the Agreement will set an NTE for the Project and an NTE Amount for the DBE's compensation for the Collaboration, Design, Open Book Buyout, and DSA Phases of the Project. The DBE will proceed to complete the collaboration, design, open book buyout, and DSA review based on the "refined" Criteria Documents, with District input and authorization at multiple stages. DBE shall submit complete plans and specifications to DSA for approval. **This NTE Amount includes all Collaboration and Design Related Services, Pre-Construction Services, GMP Development/Approval, Agency Approvals and all related costs, fees, insurance, etc.; no bonding is required at this phase and none should be priced. Furthermore, those activities generally recognized as Preconstruction Services or Design Assist services provided by Subcontractors, including but not limited to constructability reviews, document reviews, spatial coordination, coordination between trades, scheduling services, estimating, and value engineering, are considered design and/or preconstruction costs to be paid from this NTE Amount. No such costs defined above for Subcontractors are permitted to be included in the Direct cost of Construction and the DBE is responsible to clearly delineate such costs in subcontract agreements for owner review.**

Within sixty (60) calendar days after approval of the Design Development Documents and after the beginning of the 50% Construction Documents, the DBE shall develop and submit a proposed Guaranteed Maximum Price ("GMP") Proposal for the Project to the District. DBE shall competitively bid all construction subcontracts with a value exceeding one-half of 1 percent of the contract price allocable to construction work. With District approval, DBE may bid select scopes of work (particularly those with long lead times or which have specific proprietary engineering requirements for submission to DSA) during the Schematic Design or Design Development Phases. Subcontracts are to be awarded to the lowest responsible bidder or on based on a best value basis (only with District approval). The DBE is responsible for the GMP staying within the NTE Budget Amount. As part of the District review of the GMP, the District will have access to all subcontractor bids, contingency breakdown and tracking documents, general conditions breakdown and tracking documents, and DBE's fees. The GMP shall include all of DBE's cost for labor, materials, equipment, overhead and profit, general requirements cost, general conditions cost, contingency, and allowances, if any. In the event the selected DBE realizes a savings on any aspect of the Project, such savings shall be added to the District contingency and expended consistent with the District contingency policy. In addition, any portion of the contingency and/or allowance remaining after completion of the Project shall be returned to the District. The contract will be amended to include the agreed upon GMP, if the District proceeds with the construction phase of the Project. Any re-design or re-bidding to stay within the NTE Budget Amount shall be at no additional cost to the District.

In the event that the District and selected DBE cannot agree on a GMP amount, the District reserves the right to retain ownership of the Design provided by the DBE for use in competitively bidding the project to the open market.



**E. District Project Management Description**

The District's Governing Board will be responsible for making final decisions, but the Vice Chancellor of the Department of General Services will be responsible for day-to-day decisions and shall utilize a Bond Program Manager (AECOM) and a College Construction Manager (Kitchell CEM - who will be the primary point of contact between the DBE and the District).

**F. Registration of DBE/Contractor and All Tiers of Subcontractors**

The selected DBE shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of registration with the DIR required of the contractor or subcontractor has been provided to and accepted by the District. DBE shall fully comply with the District's Project Labor Agreement (PLA) in effect at the time of contract execution.

**G. Form of Agreement**

The selected DBE must be able to execute the District's standard form of Design-Build Agreement ("Agreement") attached to this RFP as **Appendix C**. The compensation for collaboration, design, DSA review, and open book buyout will be negotiated based on the Price Proposal. The GMP for construction will be negotiated in accordance with Section IV-D above.

**H. Indemnity**

Respondents must acknowledge that they have reviewed the District's indemnity provision set forth in the Agreement (**Appendix C**) and must agree to the indemnity provision and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard indemnity provision.

## **I. Insurance**

The District requires at least the following insurance coverage from the selected DBE:

Professional Liability		\$5,000,000
Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$5,000,000 per occurrence; \$10,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$2,000,000
Workers’ Compensation		Statutory limits under State law
Employer’s Liability		\$5,000,000
Builder’s Risk		Replacement Cost
Pollution Liability		\$1,000,000 per claim; \$2,000,000 aggregate

DBE shall provide to the District certificate(s) of insurance and endorsements satisfactory to the District. Insurance policy(ies) shall not be amended or modified and coverage amounts shall not be reduced without thirty (30) days’ written notice to the District prior to modification and/or cancellation. The District shall be named as an additional insured under the Commercial General Liability and Automobile Liability policies. Builder’s Risk policy(ies) shall be primary. Any insurance carried by the District shall only be secondary and supplemental. DBE shall not allow any employee or subcontractor to commence work on any contract or any subcontract until the proof of insurance required of the DBE or subcontractor has been provided to and accepted by the District.

## **J. FULL OPPORTUNITY**

The District hereby affirmatively ensures that Disadvantaged Business Enterprises, Small Local Business Enterprise (“SLBE”), Small Emerging Local Business Enterprise (“SELBE”) and Disabled Veterans Business Enterprise (“DVBE”) firms, wherein is not part of the named entities as shortlisted by shall be afforded full opportunity to submit qualifications in response to this RFP and will not be discriminated against on the basis of race, color, national origin, ancestry, disability, gender, transgender status, political affiliation, or religion in any consideration leading to the award of contract. Refer to Appendix G for program requirements.

## **K. LIMITATIONS**

This RFP is neither a formal request for bids, nor an offer by the District to contract with any party responding to this RFP. The District reserves the right to add additional prequalified Respondents for consideration after distribution of this RFP, if it is found to be in the best interest of the District. All decisions concerning selection of the DBE will be made in the best interests of the District. The awarding of the contract pursuant to this RFP, if at all, is at the sole discretion of the District.

The District makes no representation that participation in this RFP process will lead to an award of contract or any consideration whatsoever. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.

Proposals and any other supporting materials submitted to the District in response to this RFP will not be returned and will become the property of the District unless portions of the materials are designated as proprietary at the time of submittal, and are specifically requested to be returned. Vague designations and/or blanket statements regarding entire pages or documents are insufficient and will not bind the District to protect the designated matter from disclosure. Pursuant to *Michaelis, Montanari, & Johnson v. Superior Court* (2006) 38 Cal.4th 1065, Proposals shall be held confidential by the District and shall not be subject to disclosure under the California Public Records Act until after either: (1) the District and the successful Respondent have completed negotiations and entered into an Agreement, or (2) the District has rejected all Proposals. Furthermore, the District will have no liability to the Respondent or other party as a result of any public disclosure of any Proposal.

#### **L. RESTRICTIONS ON LOBBYING AND CONTACTS**

From the period beginning on the date of the issuance of this RFP and ending on the date of the award of the contract, no person, or entity submitting in response to this RFP, nor any officer, employee, representative, agent, or consultant representing such a person or entity shall contact through any means or engage in any discussion regarding this RFP, the evaluation or selection process/or the award of the contract with any member of the District, Board of Trustees, selection members, or any member of the Citizens' Oversight Committee. Any such contact shall be grounds for the disqualification of the Respondent submitting a Proposal.

The District may, at its discretion, request proposal revisions and hold discussions and negotiations with responsive proposers. This RFP defines applicable procedures to ensure that discussions or negotiations are conducted in good faith.

#### **M. MANDATORY INFORMATIONAL MEETING AND SITE WALK**

Each Respondent must attend the mandatory informational meeting, to be conducted, as noted in the introduction of the RFP and in Section I. The meeting will be held via Zoom. At this meeting, District representatives may distribute information and materials to further describe the Project and the scope of work, and will walk the proposed Project site. Respondents shall consider and address materials and information from the meeting in their Proposals. Respondents that fail to attend the mandatory informational meeting, in its entirety, shall be ineligible for responding to this RFP.

#### **N. STIPEND**

The two respondents that submit a responsive Proposal in response to the RFP, but are not the selected DBE, will be eligible to receive a stipend of twenty five thousand Dollars (\$25,000) pursuant to the District's Stipend Agreement (**Exhibit E**). Respondents must execute and return a copy of the Stipend Agreement with their Proposal, and comply with all terms of the Stipend Agreement, in order to be eligible for the stipend.

## **O. PROPOSAL REQUIREMENTS**

### **1. Format**

- Electronic submission in PDF format utilizing Vendor Registry.
- Written material must be in 8½ x 11 inch format with font no less than 11 point font size.
- One 36"x48" Concept Board to be provided in PDF format
- The Proposal shall include divider tabs and bookmarks within the electronic submission identifying each section of the proposal (e.g. the first section would be entitled "Executive Summary," the second section would be entitled "Table of Contents," etc.).
- Proposal shall not contain more than the page count identified for each sub-section. Sub-sections containing more than the authorized number of pages will not be reviewed.
- Front and back covers, divider tabs, and allowed Exhibit/Appendix content are excluded from the page count.
- Each double-sided page is counted as two single-sided pages towards the page count.
- Within each sub-section, responses to questions must be clearly identified so it is clear as to which question is being responded too.

### **2. General Overview**

Each Proposal shall include a description of the type, technical experience, backgrounds, qualifications and expertise of Respondent. The description shall show that the Respondent possesses the skills and professional experience to perform the functions of the Project and fulfill the goals and vision of the District for the Project. Proposals shall describe in detail the Respondent's methods and plan for carrying out the Project. Included in this information must be a detailed description of professional design services, design and construction scheduling, staging, and logistics based on timelines and information provided by the District in this RFP and at the mandatory informational meeting and site walk. Describe the Respondent's approach to the Project, including any creative methodology and/or technology that the Respondent uses or unique resources that the Respondent can offer to the District and Project.

### **3. Contents**

Respondents shall comply with the following requirements for its Proposal:

#### **Tab 1 - Executive Summary** (not scored)

- Response shall be provided within **1 page**
- An overview of the entire Proposal with a description of the general approach and/or methodology Respondent will use to meet the goals and fulfill the general functions as set forth in this RFP.

**Tab 2 - Table of Contents** (not scored)

- Response shall be provided within **1 page**
- A complete and clear listing of the headings and pages to allow easy reference to key information.

**Tab 3 - Cover Letter** (Pass/Fail)

- Response shall be provided within **2 pages**
- A letter of introduction signed by an authorized officer of the Respondent. If the Respondent is a joint venture, duplicate the signature block and have a principal or officer sign on behalf of each party to the joint venture. The letter shall also include:
  - Respondent's name.
  - Address, include any branch office address and point of contact.
  - Telephone number.
  - Fax number.
  - Email address.
  - Identification of team members.
  - License number for Respondent's design professional in general responsible charge.
  - Contractors State License Board ("CSLB") license classification and number and Public Works Contractor Registration number on file with the DIR for Respondent's general contractor.
  - Identification of the individual(s) authorized to speak for Respondent during the evaluation process.
  - The following statement:

"[RESPONDENT'S NAME] received a copy of the District's Design-Build Agreement ("Agreement") attached at Appendix C to the RFP. [RESPONDENT'S NAME] has reviewed all of the Contract provisions, including the indemnity provisions and insurance requirements contained in the Agreement. If given

the opportunity to contract with the District, [RESPONDENT'S NAME] has no objections to these provisions, or to the use of the Agreement."

- Certification that no official or employee of the District, nor any business entity in which an official of the District has an interest, has been employed or retained to solicit or assist in the procuring of the resulting contract(s), nor that any such person will be employed in the performance of any/all contract(s) without immediate divulgence of this fact to the District.
- Statement that Respondent is proposing with the same membership of the design-build entity or design-build team identified in Respondent's Statement of Qualifications ("SOQ") submitted in response to the RFQ for this Project
- Verification that all information in Respondent's SOQ submitted in response to the RFQ for this Project remains accurate or, if any information has subsequently become inaccurate, identify the inaccuracy and its cause in the cover letter and provide updated, accurate information. (Appendix may be used to provide complete documentation/information for this purpose, if needed, and will not count toward the page limit.)
- Statement that Respondent acknowledges and confirms that it will be willing and able to perform all of the services described in Section IV.C. – Scope of Work of this RFP.

**Tab 4 - Method and Strategic Plan** (100 Points)

- Response shall be provided within **8 pages**
- Detailed discussion of Respondent's method and strategic plan for carrying out the Project, including:
  - The technical and managerial approach to Respondent's partnership with the District. Take into account the District's goals for the Project and the general functions required. Respondent may identify additional necessary tasks and discuss these in its proposed method to accomplish the work.
  - Demonstrate how the proposed project team will communicate, collaborate, and work together with the District, including how the team will handle issues and their escalation process.
  - How and when the proposer intends to involve the stakeholders in the collaboration and design process, including how comments from the stakeholders and District team will be incorporated into the design.
- Provide a Risk Register in tabular format that identifies potential risks to the Project under the Respondent's responsibility to meet the District's goals concerning budget, schedule, quality and regulatory compliance. At a minimum, describe the risk, indicate risk impact, and the proposed

mitigating action. This risk register shall be one page, 11"x 17", and shall be included within the overall page count for this section.

- Provide a proposed site logistics map. This map shall be one page, 11"x 17", and shall be included within the overall page count for this section.
- Describe DBE's methodology and approach for managing and minimizing changes to the Project scope during the Collaboration, Design Phase and the Construction Phase in order to maintain the overall NTE Budget and the GMP.
- Describe how team members have utilized innovative design and construction techniques and/or state of the art technology on previous Projects to achieve the owner's goals, Design Excellence, increase safety, and/or enhance communication and collaboration.
- Describe how the proposed Project team's collective expertise will translate into a better value for the District.

**Tab 5 - Schedule and GMP Development Plan** (75 Points)

- Response shall be provided within **6 pages**
  - Develop and provide a preliminary schedule for all phases of design and construction of the Project through completion, including specific milestones. Schedule shall be provided on 11"x17", within three (3) pages.
    - The schedule shall include a **minimum of 60 activities** with major milestones such as collaboration phase activities, design phase activities, GMP development & approval, DSA activities, CEQA milestones, major components of construction, substantial completion, FF&E, closeout, and final completion.
    - Identify options for an early hazardous abatement, demolition and site preparation package.
  - In a one page narrative, describe how the DBE will participate together with the District, during the collaboration and design phases, including steps to complete constructability reviews, estimating, value engineering, alternate development, etc. in order to design the project to the NTE Budget. Include a description of how the NTE Budget will be monitored during these phases.
  - In a one page table, proposer shall provide a proposed procurement log identifying quantity of proposed Bid Packages, Work Categories, Procurement Type (i.e. Design-Build, Design Assist, Value-Based, or LSUM) and potential timing of each bid package as identified in the preliminary schedule and in accordance with the timing of the GMP submittal.

- On a one-page narrative, the proposer shall review and comment on the adequacy of the Project NTE Budget including providing comparable project cost data to substantiate any commentary provided.
  - Proposer shall indicate how likely it is that the Project will stay within the overall NTE Budget based on the scope as described in this RFP.
  - Proposer shall provide recommended solutions or alternate ideas as necessary if the overall NTE Budget Value is not achievable, in order to maintain the NTE Budget.
  - Proposer shall advise on the recommended percentage of DBE's Design/Estimating Contingency, DBE's percentage of Construction Contingency, and percentage of Escalation that they would plan to carry within their estimate and the prescribed NTE Budget.

**Tab 6 - Design Proposal** (50 Points)

- Response shall be provided on **one (1) 36"x48" Concept Board and a two (2) page written narrative**
- The final concept board shall be left with the District after the Final Interview. Building upon the Criteria Documents, information provided in the RFP, and Interview # 1, Proposers shall submit concepts focusing on providing innovative solutions and efficiencies, to the existing documents, by way of the following:
  - One axonometric drawing showing proposed innovative solutions/efficiencies to the currently planned stacking/massing of the building.
  - One diagrammatic floor plan of each level, showing proposed innovative solutions/efficiencies to the currently planned adjacencies of programming.
  - One site/hardscape/landscape plan view.
  - NO fly by videos, renderings, rendered images, models, graphics, etc. other than what is specifically listed above will be allowed.
- On a two-page narrative, the proposer shall summarize their design concepts and the "why" of any solutions, innovations, and or efficiencies that have been proposed.



### **Tab 7 - Life Cycle Cost Analysis** (50 Points)

- Response shall be provided within **6 pages**
- Recognizing the limited resources available to the College for maintenance and operations and the desire to achieve the lowest possible life cycle costs for the building, the proposer shall provide a narrative of no more than 1 page in length, describing in sufficient detail, the strategies, innovative products, materials, and methods that the DBE would employ on the 2118 Milvia Street Project in order to meet the District's low life cycle cost goals.
- In no more than 5 pages, proposer shall provide an example of a life cycle cost analysis completed on a similar project as to the 2118 Milvia Street Project, including:
  - HVAC initial and Operations and Maintenance ("O&M") costs over a minimum of 15 years and utility savings;
  - Building envelope system initial and O&M costs over a minimum of 15 years and utility savings; and
  - Include all assumptions used to calculate life cycle costs including utility rates.

### **Tab 8 – SLBE / SELBE Compliance** (25 Points)

- Response shall be provided within **1 page**
- Building upon the DBE's response during the RFQ phase, please provide any additional narratives or plans in order to demonstrate the DBE's commitment to meet the SLBE/SELBE goals of the District. Response shall be provided within one page.
- Per Paragraph "4J" above, complete **Exhibit G** – SLBE/SELBE Program and Self Certification Affidavit for any additional firms on the DBE Team who meet the District's definition of an SLBE/SELBE that were not submitted during the RFQ phase.
  - Proposer shall provide the appropriate supporting documentation as defined in the SLBE and SELBE Program in order to demonstrate this compliance, including each firm's annual gross revenue for the past consecutive three (3) Years and their geographic location, in order for the District to verify compliance.
  - These affidavits and supporting documents will not be counted towards the page count.

**4. Skilled Labor Force Availability (Pass/Fail)**

- By this submittal, and signing of Exhibit A, DBE and its members hereby acknowledges, agrees, and hereby provides an enforceable commitment to the District that:
  - DBE and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Public Contract Code section 2600 et seq.; or
  - DBE will agree to be bound by: (i) a project labor agreement ("PLA") entered into by the District that will bind all contractors and subcontractors performing work on the project to use a skilled and trained workforce; (ii) the extension or renewal of a PLA that was entered into by the District prior to January 1, 2017; or (iii) a PLA entered into by the DBE that will bind the DBE and all its subcontractors at every tier performing work on the project to use a skilled and trained workforce
  - Information about the PCCD PLA can be found at this location: <https://build.peralta.edu/doing-business> and in Appendix D

**5. Safety Record (Pass/Fail)**

- By reference of the DBE's safety record as identified during the RFQ phase, the DBE's Experience modification rate and average total recordable injury/illness rate meet the requirements of Education Code section 81703, subdivision (c)(2)(G).

**6. Price Proposal (75 Points)**

- Submit Exhibit C "Proposal Form" in a separate electronic file. Price proposal to include each of the following:

**REQUIRED:**

1. Collaboration, Design, and Pre-construction Costs – Lump Sum costs for all required pre-construction services, architectural and engineering services, including District approval process, Collaboration Phase, Schematic Design Phase, Design Development Phase, GMP Development and Approval, Construction Documents, and DSA review and approval. Lump sum amount to include all overhead, fees, and expenses for the DBE.
2. General Conditions Cost – Lump Sum. Refer to Appendix E "Division 00 and 01 Requirements" for a detailed list of all costs to be included in your percentage % of General Conditions. On Exhibit C "Proposal Form" also list all Project Management and Supervisory Staff included, along with number of hours per week they will be assigned to this project. Any additional General Condition or Requirement items that are not defined in the RFP will be developed in conjunction with the DBE after award of contract. DBE shall

be required to offset such additional items during the Collaboration Phase as to not result in an increase of the Project's NTE Budget.

3. DBE Construction Fee – Percentage % and dollar amount, of the fee for construction, which includes profit and overhead. To be applied to the direct cost of the work, exclusive of Bonds, Taxes, and Insurances.
  4. DBE Payment and Performance Bonds – Percentage % and dollar amount.
  5. Insurance – Percentage % and dollar amount. Cost of insurance shall include all coverages as defined in Appendix C – Design-Build Form of Agreement.
- Respondent may be requested to provide a more detailed fee proposal in advance of the final interview.

## **7. Insurance**

Respondent must demonstrate that it can maintain adequate insurance as required herein. The Proposal must include a letter from Respondent's insurance company indicating its ability to provide insurance coverage on behalf of Respondent in accordance with the insurance requirements in the **Appendix C**. (This letter may be included in the Appendix to the Proposal where it will not count toward the page limit.)

## **8. Comments to Form of Agreement**

Respondents must thoroughly review the Agreement attached to this RFP as **Appendix C** and confirm in writing that, if given the opportunity to contract with the District, Respondent has no substantive objections to the use of the District's standard agreement. Respondent must also identify any term or condition of the Agreement that Respondent requests modifying, deleting, or adding. Respondents must set forth a clear explanation of the change with specific alternate language. If selected, Respondent will be precluded from negotiating changes that have not been identified in its RFP Packet. The District will review, but is not obligated to accept, any proposed changes. Furthermore, the District will not accept any comments or modifications to the indemnity provisions and insurance requirements contained in the Agreement.

## **9. Stipend Agreement**

Provided executed Stipend Agreement (**Exhibit E**).

## **10. Appendix (if used)**

May include:

- Updating/correction of information from SOQ, if needed.
- Resumes of subconsultants, if any.

## **V. SELECTION CRITERIA AND PROCEDURES**

### **A. Best Value Methodology**

Responsive Proposals will be evaluated under the following factors and weights:

<b>FACTOR</b>	<b>DESCRIPTION</b>	<b>WEIGHT</b>
<b>Tab 4</b>	Method and Strategic Plan	100 points
<b>Tab 5</b>	Schedule and GMP Development Plan	75 points
<b>Tab 6</b>	Design Proposal (one 36"x48" Concept Board)	50 points
<b>Tab 7</b>	Life Cycle Cost Analysis	50 Points
<b>Tab 8</b>	SLBE & SELBE Compliance	25 Points
<b>Skilled Labor Force Availability</b>	Agreement with a registered apprenticeship program that meets the requirements of Education Code section 81703, subdivision (c)(2)(F).	Pass/fail
<b>Safety Record</b>	Experience modification rate and average total recordable injury/illness rate meet the requirements of Education Code section 81703, subdivision (c)(2)(G).	Pass/fail
<b>Price Proposal</b>	Submit Exhibit C "Proposal Form" in a separate electronic file.  Points to be assigned on a prorated basis against the lowest DBE price proposal. i.e. lowest price proposal will be awarded the full 75 points. For the second lowest price proposal - lowest price proposal will be divided by second lowest price proposal and multiplied by 75 to determine points awarded; and so on. As an example, if price proposal A is \$1,000,000 and price proposal B is \$1,250,000, the Proposer A is awarded 75 points and Proposer B is awarded 60 points ( $\$1,000,000 / \$1,250,000 = 80\% \times 75 = 60$ points).	75 points
<b>Interview # 1</b>	Collaboration Interview # 1	25 points
<b>Interview # 2</b>	Collaboration Interview # 2	25 Points
<b>Interview # 3</b>	Final Interview	75 points
<b>MAXIMUM SCORE: 500 points</b>		

District staff will assign points for each factor to each Respondent. Respondents will then be ranked based on total points. A higher point total reflects a determination that Respondent's Proposal presents a better value to the District.

## **B. District Investigations**

The District may consider and perform investigations of Respondents that extend beyond contacting any references identified in the Proposal and/or SOQ.

## **C. Interviews**

The District intends to invite Respondents to meet with District staff and consultants. Key personnel of Respondent's proposed project team will be expected to attend the interview. The interview will be an opportunity for the District to review the Proposal, qualifications, and any other matters the District deems relevant to its evaluation. Any comments or objections to the form of Agreement attached hereto as **Appendix C** may be the subject of inquiry at the interview. Respondent may be requested to provide a more detailed fee Proposal in advance of the interview.

### **• Mandatory interviews**

- Three mandatory interviews will be held for each Respondent during the Design-Build Competition.
- Interviews shall follow the Competition Rules defined in this RFP.
- NO fly by videos, renderings, rendered images, models, graphics, etc. are allowed at the interviews. Failure to comply with these rules or provide information that is not in conformance with the RFP may result in points being deducted from the RFP.
- All DBE's must provide an electronic copy of all presentation materials used during each interview, including meeting minutes for Interview # 1 and # 2, within 3 working days after the interview.
- The interactions from these Interviews will be scored and added to each team's overall score.

### **• Collaboration Interview # 1:**

- The goal of Collaboration Interview # 1 is to lead the District, through collaborative discovery in real time, through an interactive discussion and project analysis to create a Design Concept that will capture their "Big Idea" for the project and to better inform the DBE Team in responding to the questions in this RFP.
  - This interview will be 60 minutes in length for each DBE.
    - 5 minutes for District team introductions.
    - 35 minutes will be allotted for the DBE to present.
    - 20 minutes will be allotted for Selection Committee questions and answers.
- The purpose of this interview is to give each DBE the opportunity to interact with the Districts Selection Committee, the PMO, and CM for the project.

- Each team will be required to create a meeting agenda.
  - This meeting should be interactive in whatever way the team chooses to design the meeting.
- Collaboration Interview # 1 will be considered as the first project meeting and meeting minutes, along with all other presentation materials used during the interview, are required to be submitted to the Selection Committee and PMO/CM within three working days following the meeting.
- **Collaboration Interview # 2:**
  - The goal of Collaboration Interview # 2 is to update the District through an interactive discussion on the status of the DBE's Design Concept and any additional information required to better inform the DBE Team in responding to the questions in this RFP.
    - This interview will be 90 minutes in length for each DBE.
      - 5 minutes for District team introductions.
      - 60 minutes will be allotted for the DBE to present.
      - 25 minutes will be allotted for Selection Committee questions and answers.
  - The purpose of this interview is to give each DBE the opportunity to interact with the Districts Selection Committee, the PMO, and CM for the project.
  - Each team will be required to create a meeting agenda.
    - This meeting should be interactive in whatever way the team chooses to design the meeting.
  - Collaboration Interview # 2 will be considered as the second project meeting and meeting minutes, along with all other presentation materials used during the interview, are required to be submitted to the Selection Committee and PMO/CM within three working days following the meeting.
- **Final Interview**
  - During the Final Interview each Design Build Team will make a presentation of their Design Concepts and Proposal for the Project to the Selection Committee.
    - This interview will be 90 minutes in length for each DBE.
      - 5 minutes for District team introductions
      - 55 minutes will be allotted for the DBE to present.

- 30 minutes will be allotted for Selection Committee questions and answers.
- Each team will be required to create a meeting agenda.
- Meeting minutes are NOT required for the Final Interview.
- All DBE's must provide an electronic copy of all presentation materials used during the interview within 3 working days after the interview.

**D. Selection of Finalists**

- Proposals shall be evaluated and the Project awarded in the following manner:
  1. The District will evaluate all timely submitted Proposals for responsiveness.
  2. Responsive Proposals will be evaluated and scored according to the best value methodology described above.
  3. Once the evaluation is complete, responsive Proposals will be ranked based on total points, but the District shall not be required to rank more than the three (3) highest-scoring Proposals.
  4. The District may, at its discretion, seek clarifications, request proposal revisions and hold discussions and negotiations with responsive proposers as required prior to the District's Governing Board awarding the contract.
  5. The District's Governing Board will award the contract, if at all, to the responsible Respondent whose Proposal is determined by the District to be the best value.
  6. If the selected DBE refuses or fails to execute the tendered proposed contract, the Governing Board may, if it deems it to be in the best interest of the District, award the contract to the Respondent with the second highest best value score. If the second selected DBE refuses or fails to execute the tendered proposed contract, the Governing Board may, if it deems it to be in the best interest of the District, award the instrument to the Respondent with the third highest best value score.
  7. Notwithstanding any other law, upon issuance of a contract award, the District shall publicly announce its award, identifying the DBE to which the award is made, along with a statement regarding the basis of the award. The statement regarding the District's contract award and the contract file shall provide sufficient information to satisfy an external audit.

**VI. FINAL DETERMINATION**

The District reserves the right to contract with any entity responding to this RFP for all or any portion of the work described herein, to reject any proposal as nonresponsive, and/or not to contract with any firm for the services described herein. The District makes no representation that participation in the RFP process will lead to an award of contract or any consideration whatsoever. The District reserves the right to seek proposals from or to contract with any

firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Proposal in response to this RFP.

The awarding of contract(s) is at the sole discretion of the District. The District may, at its option, determine to award contracts only for portions of the scope of work. In such case, the successful proposing firm will be given the option not to agree to enter into the contract and the District will retain the right to negotiate with any other proposing firm selected as a finalist. If no finalist is willing to enter into a contract for the reduced scope of work, the District will retain the right to enter into negotiations with any other Respondent responding to this RFP.

## **VII. DOCUMENTS COMPRISING THE RFP**

- All of the exhibits and appendices to this RFP, together with the RFP itself, and any documents referenced in the foregoing, all form the RFP Documents.

<b>Exhibits to be Returned with the Proposal Form</b>	
Exhibit A	Certification of RFP
Exhibit B	RFP Acknowledgement and Signature Form
Exhibit C	Proposal Form
Exhibit D-1	Non-Collusion Declaration
Exhibit D-2	Iran Contracting Act Certification
Exhibit E	Stipend Agreement
Exhibit F	Non-Disclosure Agreement
Exhibit G	SLBE/SELBE Program and Self Certification Affidavit (as applicable)
Exhibit H	Bond Accompanying Proposal
Exhibit I	Proposer Certifications
<b>Appendices</b>	
Appendix A	Project Description and Scope of Services
Appendix B	Criteria Documents
Appendix C	Form of Agreement
Appendix D	Project Labor Agreement
Appendix E	Division 00 and 01 Specifications
Appendix F	Design and Construction Standards
Appendix G	Sustainability Information
Appendix H	PCCD Project Design Milestone Acceptance Form
Appendix I	Informational Only Documents
Attachment 1	Draft Phase 1 Environmental Site Assessment, 1/30/2015
Attachment 2	Soil Gas Survey Results, 2118 Milvia Street, 3/27/2015
Attachment 3	Geotechnical Investigation and Foundation Design, 6/9/2017
Attachment 4	Mitigated Negative Declaration/Initial Study, March 2015
Attachment 5	Space Utilization Study – Fall 2019 Semester
Attachment 6	P1- Pothole Map, 5/25/2018
Attachment 7	Topographic and Utility Map, 1/29/2015
Attachment 8	KPW Evaluation and Design Criteria of Existing Bldg. R3, 8/7/18
Attachment 9	BCC Town Hall Presentation 5/8/2019
Attachment 10	BCC CEXP Meeting Notes from 12/20/2018 to 5/8/2019
Attachment 11	BCC Facilities Committee Meeting 10/9/2020
Attachment 12	Milvia Bikeway Project Overview, 7/10/2020



Appendix J	SB Enrollment Report BOT 9.29.20
Appendix K	PCCD Project Design Status Board Approval Form

**WE THANK YOU FOR YOUR INTEREST IN THE DISTRICT'S PROJECT**