

**PERALTA COMMUNITY COLLEGE DISTRICT
REQUEST FOR PROPOSALS
LANEY COLLEGE CAMPUS CENTRAL UTILITY PLANT UPGRADE PROJECT
DESIGN-BUILD SERVICES
RFP 19-20/12**

Peralta Community College District ("District") is seeking prequalified design-build entities or design-build teams to submit competitive Proposals to design and construct the District's Central Utility Plant Upgrade **Project** ("Project"), in accordance with Education Code section 81700 et seq. Only Respondents that have been prequalified 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://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfq/>

ALL PROPOSALS ARE DUE BY 2:00 P.M. ON Monday , October 12, 2020. Oral, telegraphic, facsimile, telephone, or email Proposals will not be accepted. Proposals received after this date and time will not be accepted and will not be read. 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 and site walk will be conducted on Tuesday , **September 15, 2020**, starting at **2:00 PM.**, at Central Plant Building E Laney Campus.

Questions regarding this RFP may be directed in writing to:

District Buyer: John Hiebert at jhiebert@peralta.edu

and copied to:

District Construction Manager: Bill Krill at Bkrill@swinerton.com

and must be submitted on or by 5:00pm Thursday October 01, **2020**.

1. RFP SCHEDULE SUMMARY

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

DEADLINE	ACTION ITEM
September 11, 2020	Release and distribution of RFP to prequalified Respondents.
September 15, 2020 at 2:00PM	Mandatory information meeting and site walk.
October 01, 2020 at 5:00PM	Last day to receive written questions from Respondents.
October 06, 2020	Last day for District to issue addenda or answer questions.
October 12, 2020 at 2:00PM	Deadline for Proposals in response to RFP.
October 15, Thursday 2020 between 8:00-1200 noon.	Interviews with DBE Teams virtually via MS Teams
October, 2020	Notification to selected DBE, subject to Board approval.

2. INTRODUCTION

The District is seeking Proposals from prequalified design-build entities or design-build teams (each referred to herein as “DBE”) to design and construct the District’s Central Utility Plant **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.

3. 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 Respondents using a standard template request for statements of qualifications.
2. Design-Build Competition – Second, by this RFP, the District invites only prequalified 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 performance criteria, 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. Taylor Engineering
3. CSW ST2
4. The Engineering Enterprise

4. 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 **not-to-exceed amount ("NTE Amount")** 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 as well as the District's Project Labor Agreement in effect at the time of contract execution. 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(also known as Bridging 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 prior to submitting a Proposal. The selected DBE will be required to strictly adhere to the Criteria Documents 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. Design Services

- a. Complete the design for the Project based on the Criteria Documents, including related meetings with the District for input and approval at multiple stages of design development and preparation of detailed construction cost estimates to evaluate against District Capital Budgets.
 - i. Design Development: Prepare Design Development Documents from the Criteria Documents, including related architectural, structural, mechanical, electrical, acoustic, 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.
 - ii. 50% Construction Documents: Upon the District's acceptance of the Design Development Documents, prepare 50% construction documents. Revise construction cost estimates to align with District Budgets. Meet with the District for approval to advance to the 50% Construction Documents Phase.
 - iii. 100% Construction Documents: Upon the District's acceptance of 50% Construction Documents, prepare 100% construction documents. Revise construction cost estimates to align with District Budgets. Meet with the District. Perform back-check as needed at no additional cost to the District for approval to advance to DSA approval.
- b. 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.
- c. Any other services that are reasonable and necessary for design of the Project, including close-out with DSA.

2. Preconstruction Services

- 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 evaluation, DBE may make recommendations relating to soils investigations and utility locations and capacities, in order to minimize unforeseen conditions.
- b. Provide a Project budget for the construction of the project with identified subcontractor bids and self-performed work.
- c. Undertake value-engineering analysis and prepare reports with recommendations to the District to maintain established Project budget and specifications. Provide a detailed analysis of all major Project systems with an emphasis on possible 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

- a. Administer and coordinate on a daily basis the work of all trade contractors the DBE hires to work on the Project.
- 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. 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 design and construction.

If an award is made, the Agreement will set a Not-to-Exceed "NTE" Amount for DBE's compensation for the Project (Refer Appendix A). The DBE will proceed to complete the design based on the Criteria Documents, with District input and authorization at multiple stages. DBE shall submit complete plans and specifications to DSA for approval.

Thirty (30) calendar days after DBE submits for DSA review the DBE shall submit a proposed Guaranteed Maximum Price "GMP" to the District. DBE shall competitively bid for 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) prior to submission to DSA. Subcontracts may be awarded based on a best value basis or to the lowest responsible bidder. The DBE is responsible for the GMP staying within the NTE 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 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. 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 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 the 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 College Construction Manager (Swinerton) 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 design will be negotiated based on the Proposal. The GMP for construction will be negotiated following DSA approval of the plans and specifications and subcontractor bidding.

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		\$2,000,000
Commercial General Liability	Product Liability and Completed Operations, Fire Damage Liability – Split Limit	\$2,000,000 per occurrence; \$4,000,000 aggregate
Automobile Liability – Any Auto	Combined Single Limit	\$1,000,000
Workers' Compensation		Statutory limits under State law
Employer's Liability		\$1,000,000
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 ("DBE"), Small Local Business Enterprise ("SLBE"), Small Emerging Local Business Enterprise ("SELBE") and Disabled Veterans Business Enterprise ("DVBE") firms 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 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, Governing Board, 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.

M. MANDATORY INFORMATIONAL MEETING AND SITE WALK

Each Respondent must attend the mandatory informational meeting and site walk, to be conducted as noted in section I above. The meeting will be held at Central Plant Building E entrance **on Laney Campus**. 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 forty-thousand Dollars (**\$40,000**) pursuant to the District's Stipend Agreement (**Appendix 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

- Written material must be in 8½ x 11 inch format with font no less than 11 point font size.

- Supporting plans to be provided in PDF format.
- The Proposals shall include divider tabs, with boldface headers in white font, with dark page background, as follows:
 - Tab 1 - Executive Summary
 - Tab 2 – Table of Contents
 - Tab 3 – Cover Letter
 - Tab 4 – Proposed Project Team and Expertise
 - Tab 5 – Method and Strategic Plan
 - Tab 6 – Schedule
 - Tab 7 – Design proposal
 - Tab 8 – Price Proposal and Bid Form

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, 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 (maximum 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 (maximum 1 page)

A complete and clear listing of the headings and pages to allow easy reference to key information. The page number of the Tabs shall be provided.

Tab 3 - Cover Letter (maximum 1 page)

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 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 – Proposed Project Team and Expertise (maximum of 5 pages, exclusive of resumes.)

- Include an organizational chart of Respondent and identify, at a minimum, all Design and Construction members and their roles, including six (6) key personnel as follows:
 - DBE – Project Manager
 - DBE – Design Manager
 - DBE – Superintendent
 - AOR – Lead Architect
 - Mech – Lead Mechanical Engineer
 - Elect – Lead Electrical Engineer
- Describe the proposed Project team, including design professional in general responsible charge, general contractor, and key subconsultants. Provide resumes for six (6) key personnel named above and explain what each will bring to the Project. If any members of the proposed team differ from those submitted with respondents RFQ, provide explanation.
- Demonstrate how the proposed Project team will communicate, collaborate, and work together and with the District.
- Summarize Respondent’s design and construction experience as relevant to this Project. Emphasize work on similar community college projects, accounting for the facility type, features, size, contract value, complexity, and schedule of this Project.
- Explain how the proposed Project team’s collective expertise will translate into a better value for the District.

Tab 5 - Method and Strategic Plan (maximum of 5 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.

- A Risk Register that identifies potential risks to the Project under the Respondent's responsibility to meet the District's goals with regards to budget, schedule, quality and regulatory compliance. At a minimum, describe the risk, indicate risk impact, and the proposed mitigating action.
- Design capabilities and description of professional services to be provided by Respondent.
- Construction means and methods Respondent intends to utilize on the Project

Tab 6 - Schedule

Develop and provide a preliminary schedule for all phases of design and construction of the Project through completion, including specific milestones. Identify any schedule challenges and describe Respondent's plan for addressing the same. Include the following activity milestones (zero day durations), with activity numbers as indicated, and show all logic demonstrating how these milestones will be achieved:

1. PCCD1000: "Util. bldg. Design 100% SD"
2. PCCD1005: "Util. Bldg. Design 100% DD"
3. PCCD1010: "Util, Bldg. Design 100% CD"
4. PCCD1015: "Util. Bldg. DSA Rvw. Complete"
5. PCCD1020: "Demolish LRC Cooling Towers": Note that the demolition of the existing cooling towers at the Learning Resource Center "LRC" must occur prior to the LRC commencement of construction, **currently forecast as**

11/16/2021, and alternative cooling must be provided by DBE until such time as the new Central Plant is operational.

6. PCCD1025: "New Cooling Towers Operational"
7. PCCD2000: "CP Design 100% SD"
8. PCCD2005: "CP Design 100% DD"
9. PCCD2010: "CP Design 100% CD"
10. PCCD2015: "CP DSA Rvw. Complete"
11. PCCD2020: "CP 100% Operational" : Note that this is a successor to all start-up, testing and commissioning. The Central Plant must be fully operational by the time the LRC is scheduled to complete, which is **06/12/2023**

Tab 7 - Design Proposal

Submit a detailed design proposal, including, at a minimum, a narrative description of the design, project approach, and project features, and the following project renderings:

- Schematic Floor plan of Central plant showing proposed location of all major equipment
- Schematic piping plan for Central Plant and new utility building.
- Elevation renderings of each elevation of the exterior of the new utility building.
- Floor plan and roof plan for new utility building.
- Site plan showing new utility building & underground utility routing in utility corridor.

Respondents must use any specialty subconsultants necessary to submit a complete, detailed design proposal, including, without limitation, structural, acoustics, lighting, and HVAC. The District will provide Geotechnical Report for use by DBE team for design purposes and CGS/DSA submission.

Tab 8 - Price Proposal Form

Submit Appendix F "Proposal Form" in a separate electronic file. Price proposal to include each of the following:

REQUIRED:

1. Design Amount – Lump sum cost for all required architectural, engineering and acoustic design services, including District approval process, DSA review and approval and Construction Administration. Provide Firm name and discipline of all consultants included. Lump sum Design amount to include all overhead, fees and expenses for DBE. The District will provide to the DBE a Geotechnical Report and a Civil Boundary Survey showing the 7th Avenue Property line location.
2. Construction Fee – Percentage fee for construction, to be applied to the direct cost of the work, exclusive of Bonds, Taxes & Insurances.
3. General Conditions Cost – Refer Appendix G “Division 00 and 01 Requirements” for detailed list of all costs to be included in your lump sum General Conditions. On Appendix F “Bid Form” also list all Project Management and Supervisory Staff included, along with number of hours per week they will be assigned to this project.
4. Mark-Up – Provide percentage mark-up on subcontractor prices for DBE overhead and profit.
5. Insurances, Taxes and Bonds – Provide percentages

Tab 9 - 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.)

Tab 10 - 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.

Tab 11 - Certifications

Provide executed Non-Collusion Declaration (**Appendix D-1**) and executed Iran Contracting Act Certification. (**Appendix D-2**.)

Tab 12 - Stipend Agreement

Provide executed Stipend Agreement (**Appendix E**).

4. SELECTION CRITERIA AND PROCEDURES

a. Best Value Methodology

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

FACTOR	DESCRIPTION	WEIGHT
Tab 4	Proposed Project Team and Experience	5 points
Tab 5	Method and Strategic Plan	15 points
Tab 6	Schedule	5 points
Tab 7	Design Proposal	15 points
Tab 8	Price Proposal : including design costs (7 pts), construction fee (8 pts), general conditions cost (8 pts), and subcontractor mark-up (12 pts). Points to be assigned on a linear basis against the low DBE bidder. i.e. If Low DBE Design cost is \$500,000, this would score 7 pts., and second bidder cost is \$450,000, they would score $(\$450,000/\$500,000) \times 7 \text{pts} = 6.3 \text{pts}$.	35 points
Skilled labor force availability	Agreement with a registered apprenticeship program that meets the requirements of Education Code section 81703, subdivision (c)(2)(F).	Pass/fail
Safety record	Experience modification rate and average total recordable injury/illness rate meet the requirements of Education Code section 81703, subdivision (c)(2)(G).	Pass/fail
SLBE & SELBE	Per paragraph "4J" above and Appendix G.	5 points
Interview	Interview performance, including but not limited to proposed team attendance and approach to work.	20 points
MAXIMUM SCORE: 100 points		

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 shall 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.

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.
4. 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.
5. 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.
6. 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.

5. 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.

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

APPENDIX A

PROJECT DESCRIPTION

The Peralta Community College District (hereinafter "the District") seeks responses from experienced Design/Build Entities (DBE) to construct the Central Utility Plant Upgrade at Laney College for the Peralta Community College District, to be located at 900 Fallon Street, Oakland, CA 94607.

The project includes the replacement of the existing chillers, boilers and cooling towers, demolition of the existing cooling towers and supports, repair or replacement of associated pumps, piping, valves and a new Building Automation System. The new chillers and boilers will be located in the existing Central Plant in Building E and the new cooling towers will be located in a new enclosure, provided by the DBE, south of Building F. New piping to be included from new cooling tower location to Building E. For survey of existing equipment and capacities, refer to **Appendix H** "2020 0305 Central Plant Study" by Taylor Engineering available on the District website.

<https://web.peralta.edu/purchasing/documents-list-of-current-bids-rfps-and-rfqs>

Project Design-Build Entity Not-to-Exceed Amount "NTE" is \$12,000,000, inclusive of all Design and Construction costs.

Documents may also be posted with East Bay Blueprint. For information, please contact John Hiebert jhiebert@peralta.edu. Please include in your request Company Name, Contact Person, Mailing Address, valid e-mail address, telephone and fax numbers.

Key milestone dates for the RFP:

1. **Mid November 2020** - Notice to Proceed to DBE
2. **11/16/2021** -Remove existing cooling towers at LRC building no later than this date. DBE must provide alternate cooling after existing cooling towers removed until such time that the new Central Plant cooling is operational.
3. **6/12/2023** – Final completion. Latest date for fully operational, commissioned and tested 100% project. This is the estimated occupancy date for the new LRC building.

APPENDIX B

CRITERIA DOCUMENTS

APPENDIX C

FORM OF AGREEMENT

APPENDIX D-1

**NON-COLLUSION DECLARATION
(Public Contract Code section 7106)**

The undersigned declares:

I am the _____ of _____, the party making the foregoing bid.
[Title] [Name of Firm]

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on _____,
[Date]

at _____, _____.
[City] [State]

Date: _____
Proper Name of Bidder: _____
Signature: _____
Print Name: _____
Title: _____

END OF DOCUMENT

APPENDIX D-2

**IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code section 2202-2208)**

Prior to bidding on or submitting a proposal for a contract for goods or services of \$1,000,000 or more, the bidder/proposer must submit this certification pursuant to Public Contract Code section 2204.

The bidder/proposer must complete **ONLY ONE** of the following two options. To complete OPTION 1, check the corresponding box **and** complete the certification below. To complete OPTION 2, check the corresponding box, complete the certification below, and attach documentation demonstrating the exemption approval.

OPTION 1. Bidder/Proposer is not on the current list of persons engaged in investment activities in Iran created by the California Department of General Services (“DGS”) pursuant to Public Contract Code section 2203(b), and we are not a financial institution extending twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that other person will use the credit to provide goods or services in the energy sector in Iran and is identified on the current list of persons engaged in investment activities in Iran created by DGS.

OPTION 2. Bidder/Proposer has received a written exemption from the certification requirement pursuant to Public Contract Code sections 2203(c) and (d). *A copy of the written documentation demonstrating the exemption approval is included with our bid/proposal.*

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY, that I am duly authorized to legally bind the bidder/proposer to the OPTION selected above. This certification is made under the laws of the State of California.

<i>Vendor Name/Financial Institution (Printed)</i>	<i>Federal ID Number (or n/a)</i>
<i>By (Authorized Signature)</i>	
<i>Printed Name and Title of Person Signing</i>	<i>Date Executed</i>

END OF DOCUMENT

APPENDIX E
STIPEND AGREEMENT

APPENDIX F

Bid Form

APPENDIX G



Peralta Community College District

SMALL LOCAL BUSINESS ENTERPRISE and SMALL EMERGING LOCAL BUSINESS ENTERPRISE PROGRAM

The District is committed to ensure equal opportunity and equitable treatment in awarding and managing its public contracts and has established an annual overall program goal of twenty-five percent participation for small local businesses. To facilitate opportunities for small local business, the District will use a maximum 5% bidding preference for SLBE and SELBE firms. The preference is only used for computation purposes to determine the winning bidder, the contract is awarded at the actual bid amount. Please review the following guidelines to see if your firm qualifies for the preference.

The 5% bidding preference for an SLBE and SELBE firms are for construction, personal and professional services, goods and services, maintenance, repairs, and operations where responsibility and quality are equal. The preference will be 5% of the bid amount of the lowest responsive responsible bidder, and may not exceed \$50,000.00 for any bid.

A Non-SLBE/SELBE Prime Contractor who utilizes 25% of total bid amount, with SLBE or SELBE subcontractors (who meet the District's Definition of an SLBE and SELBE), can also receive a maximum of 4% bidding preference, not to exceed \$50,000.00 for any bid. (See below Subcontractor section.)

Definitions:

SLBE: A Small Local Business Enterprise is a business that has not exceeded gross annual revenue of 8.5 million dollars for a construction firm, or 6 million dollars for goods and non-professional services firm, or 3 million dollars for architecture, engineering and professional services firm, for the past three consecutive years and meets the below geographic location requirements.

SELBE: A Small Local Emerging Business Enterprise is a business that has not exceeded gross annual revenue of 1.5 million dollars for the past three consecutive years and meets the below geographic location requirements.

Commercially Useful Function: Shall mean a business is directly responsible for providing the materials, equipment, supplies or services to the District as required by the contract solicitation. The business performs work that is normal for its business services and carries out its obligation by actually performing, managing, or supervising the work involved. The business is **not** Commercially Useful if its role is limited to that of an extra participant in a transaction, contract, or project through which funds are passed in order to obtain the appearance of SLBE or SELBE participation.

Geographic Location Requirements:

- The business must be located at a fixed, established commercial address located in the District's market area of Albany, Alameda, Berkeley, Emeryville, Oakland, or Piedmont, and not a temporary or movable office, a post office box, or a telephone answering service.
- If the business has an office outside of the District's market area as well as an office within the market area, the office within the District's market area must be staffed on a full time permanent basis with someone employed by the business.
- If requested, the business that has an office outside of the District's market area must provide proof of one or more past contracts citing the business address (such as contracts to perform work, to rent space or equipment, or for other business services) was within the District's market area at least one (1) year prior to the date of contract award. The one-year requirement does not apply to businesses whose sole establishment is located within the District's market area.

Subcontractors:

Non-SLBE/SELBE Prime Contractors who use subcontractors, who meet the district definitions of SLBE and SELBE, may receive a maximum of 4% bidding preference if the following conditions are met:

1. 25% of total bid amount is with Subcontractors who meet the District's definition of an SLBE and SELBE. The Prime Contractor must list each Subcontractor on the Subcontractor List form, clearly identifying the SLBE and SELBE status and the Dollar Amount of work each subcontractor will perform.
2. The Subcontractors must provide a Commercially Useful Function.
3. The Prime Contractor must maintain the Subcontractor percentages (based on the quoted dollar amounts) indicated in the Subcontractor List form at the time the Contract is awarded and throughout the term of the Contract.
4. The Prime Contractor must fill out sign the SLBE/SELBE Self Certification Affidavit and return it with the bid documents, and 48 hours after the bid opening the Prime Contractor must submit signed SLBE/SELBE Self Certification Affidavit from each of the SLBE and SELBE subcontractors listed in the Subcontractor form. The Subcontractor must agree to provide the requested documentation to verify the SLBE/SEBLE status.
5. No Substitutions can be made to the SLBE and SELBE subcontractor without the prior written approval of the District. The District will approve a subcontractor substitution on the following conditions:
 - a. A written statement from the subcontractor agreeing to the substitution.
 - b. When the subcontractor has been given a reasonable opportunity to execute the subcontract, yet fails to, or refuses to execute the subcontract, or refuses to satisfy contractual obligations.
 - c. When the subcontractor becomes insolvent.
 - d. When the District determines the work performed by the subcontractor is not in accordance with the contact agreement, or the subcontractor is substantially and unduly delaying or disrupting the progress of work.

Firms that meet the District criteria for an SLBE and SELBE can complete the below self-certification affidavit signed under penalty of perjury. Firms claiming SLBE and SELBE status in the self-certification affidavit will be required to submit proof of residency and revenue 48 hours after bid opening. Such proof shall consist of a copy of a contract to perform work, to rent space or equipment, or for other business services, executed from their local address, and the firm's tax returns for the past three consecutive years.



Peralta Community College District

SLBE/SELBE SELF CERTIFICATION AFFIDAVIT

I certify under penalty of perjury that my firm meets the District’s definition of a Small Local Business Enterprise or a Small Emerging Local Business Enterprise and resides in the geographic location of the District’s market area and qualifies for the below preference. The maximum preference will be five percent of the bid amount of the lowest responsible bidder, and may not exceed \$50,000.00 for any bid. The preference is only used for computation purposes to determine the winning bidder; the contract is awarded at the actual bid amount. The District’s Contract Compliance Office will determine whether this requirement has been fulfilled. Bidders may only claim one of the below preferences.

Certification Status	Preference	Preference Claimed (check only one)
SLBE	5% of lowest bid	
SELBE	5% of lowest bid	
25% of Subcontractors are SLBE/SELBE	4% of lowest bid	
Not a SLBE/SELBE	None	

1. I acknowledge and am hereby advised that upon a finding of perjury with the claims made in this self certification affidavit the District is authorized to impose penalties which may include any of the following:
 - a) Refusal to certify the award of a contract
 - b) Suspension of a contract
 - c) Withholding of funds
 - d) Revision of a contract for material breach of contract
 - e) Disqualification of my firm from eligibility for providing goods and services to the Peralta Community College District for a period not to exceed five (5) years

2. I acknowledge and have been advised and hereby agree that my firm will be required to provide proof (and if applicable, my SLBE and SELBE Subcontractors will provide proof) of the status claimed on this self-certification affidavit 48 hours after bid opening. Proof of status claimed includes tax returns from the previous three years and past contracts to determine the size and geographical location of my firm.

3. I declare that the above provisions are attested to under penalty of perjury under the laws of the State of California.

Bid Number: _____ Bid Name _____

Signed Date

Printed or typed name Title

Name of Company Telephone Fax