REQUEST FOR PROPOSALS

FROM

DESIGN-BUILD ENTITIES

FOR

Joint-Use 21st Century
Post-Secondary Education Center

AT THE

Russell Middle School Campus
Milpitas, CA

San Jose Evergreen Community College District Project #309
San Jose’ Evergreen Community College District

JOINT-USE 21ST CENTURY POST-SECONDARY EDUCATION CENTER
DESIGN-BUILD PROJECT
AT THE
Russell Middle School Campus

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DEFINITIONS

Throughout this RFP document, capitalized terms shall have the meanings assigned to them in the General Conditions, which are part of the Design-Build Contract attached hereto as Attachment No. 9. Capitalized terms not defined in the General Conditions shall have the meanings assigned to them in, or if none is assigned as reasonably understood to apply to them by the context of, the portion of the RFP Documents where such terms are used.
ARTICLE I - PROJECT

1.1 SUMMARY OF PROJECT

1.1.1 Project Description. A description of the Project is set forth in Attachment No. 1 to these Instructions to Proposers. There is one design-build project being submitted for consideration for this RFP.

1.1.2 Project Delivery. The District wishes to implement elements of Integrated Project Delivery (IPD) into this design-build project. Integrated Project Delivery is a project delivery approach that integrates people, systems, business structures, and practices into a process that collaboratively harnesses the talents and insights of all participants to optimize project results, increase value to the owner, reduce waste, and maximize efficiency through all phases of design, fabrication, and construction. More information on IPD can be found in AIA Integrated Project Delivery: http://info.aia.org/SiteObjects/files/IPD_Guide_2007.pdf In addition to implementing IPD elements, all major trade subcontractor categories must be identified in the proposal. The subcontractors for these trades (other than electrical and mechanical which were prequalified in the RFQ phase) will be identified by the Design-Builder after award of the contract between the Design Build Entity and the District for Design-Build services. The Design-Build team must comply with the SJECCD BIM Standards. This will include the requirement to use Building Information Modeling (BIM) for the design of the proposed building including structural, mechanical, electrical, and plumbing systems. The Design-Build proposer is encouraged to identify other trade categories if they are anticipated for inclusion in the BIM efforts. The project construction schedule will be tied into the BIM model. The BIM Standards can be found set forth in Attachment 14, attached hereto.

1.1.3 Not Used.

1.1.4 Project Criteria. It is the intent of the District that the Work to be performed by Design-Build as part of the Project shall be designed and constructed in accordance with the Project and Technical Criteria set forth in Attachment No. 1 and No. 2 attached hereto. Design-Build Proposals shall conform to the Project and Technical Criteria.

1.1.5. Contract Time.

1. The schedule for Substantial Completion of the design and construction of the Work for the project will be proposed by the Design-Builder with District input and approval.

2. Within ten (10) days after notification of award, the Design-Builder shall prepare and submit a Design-Build Schedule for the design portions of the Work, both in hard copy and electronically, for the District’s information and approval. The Contract Time for completion of the design shall not exceed three hundred fifteen (315) calendar days, which includes one hundred fifty (150) calendar days for DSA review and final approval/stamp out. A Notice to Proceed with Design is anticipated to be issued in the last quarter of 2014. Upon approval of the design phase schedule and Notice to Proceed with Design, the Design-Builder shall proceed with the design of the project according to the accepted schedule. The design schedule shall include a schematic design phase, design development phase, construction document phase (the three design phases shall include 50% and 100% milestones), and DSA review, backcheck and final approval phase.

3. Within thirty (30) days after DSA submittal, the Design-Builder shall prepare and submit a detailed Design-Build Schedule for the construction portions of the Work, both in hard copy and electronically, for the District’s information and approval. The proposed time for Substantial Completion of construction set forth in a Design-Build Proposal shall not exceed three hundred fifty-one (351) calendar days from the date of Notice to Proceed with Construction. Design-Builder shall achieve Final Completion of the entire Work not later than forty five (45) calendar days after the occurrence of Substantial Completion. A Notice to Proceed with Construction is anticipated to be issued in the last quarter of 2015. Upon acceptance of the construction schedule and Notice to Proceed with Construction, the Design-Builder shall proceed with the construction of the project according to the
accepted schedule. The construction schedule shall include a construction phase, commissioning phase, Substantial Completion Milestone, FF&E coordination phase per Article VIII and close out phase.

1.1.6. Liquidated Damages.

1. District. The Design-Build Contract includes provisions for payment of liquidated damages by Design-Builder to the District of $1,500 per Day if the Design-Builder fails to Substantially Complete the Work within the Contract Time for Substantial Completion allowing for Contract Adjustments permitted under the terms of the Design-Build Contract and General Conditions.

2. Not Used

1.1.7 No Warranty by District. Proposers are solely responsible to satisfy themselves as to the suitability of any estimates, projections, budgets, design concepts, technical criteria, reports, surveys, test data and other information provided to, or reviewed by, them relating to the Project, Site or Existing Improvements and nothing stated therein, in the RFP Documents or in any other information provided by the District shall be construed as implying the creation or existence of any warranty, express or implied, on the part of the District with respect to the completeness, accuracy or sufficiency thereof.

1.1.8 Changes by District. The District reserves the right, exercised in its sole and absolute discretion, to change, by additions, deletions or modifications, the Project Criteria, Project Budget, Contract Time, Design-Build Contract, General Conditions or any other portion of the RFP Documents at any time prior to Award.
ARTICLE II – RFP PROCUREMENT PROCESS

2.1 SUMMARY OF RFP PROCESS

2.1.1 Informational Summary. The provisions of this Section 2.1 are intended to summarize for Proposers the process that the District intends to follow in respect to Award of the Design-Build Contract. This summary is provided for the convenience of the Proposers and should not be interpreted as a complete or definitive statement of all procedures, conditions, requirements or standards that may apply.

2.1.2 Two-Phase Design-Build Competition. The Award of the Design-Build Contract is being conducted as a two-phase design-build competition:

   - **Phase 1**—Pre-Qualification: Phase 1 is the process of pre-qualification of Proposers who are determined to be the most qualified to design and construct the Project. The District evaluates responses to prequalification questionnaires and may conduct interviews to establish whether a Proposer meets the prequalifying criteria, as set forth in the RFQ. This Phase has been completed.

   - **Phase 2**—Request for Proposals: Phase 2 consists of the process for final selection, from among the three (3) Phase 1 Pre-Qualified Design-Build Entities who submit Design-Build proposals. One (1) firm will be selected for the Award of the Design-Build Contract for the Project. Selection of the successful Proposer in Phase 2 shall be based upon pre-established criteria set forth in this Request for Proposal, which include cost and non-cost factors as well as results from the RFP Interview process. Award of the Design-Build Contract shall be made to the Proposer whose Design-Build Proposal is determined by the District to be overall the best value to the District taking into consideration all such cost and non-cost factors.

2.1.3 Award. The Board of Trustees for the District will issue a decision supporting its Award of the Design-Build Contract, stating in detail the basis of the Award. The identity of the successful Proposer shall be publicly announced, along with its overall combined rating on the Request for Proposal evaluation, the District's ranking of the successful Proposer in relation to the other Proposers and their respective price proposals, and a summary of the District's rationale for the Award.

2.2 RFP DOCUMENTS, SCHEDULE AND PROCEDURES

2.2.1 RFP Documents. The RFP Documents consist of the following: (1) these Instructions to Proposers (including, without limitation, all attachments hereto); and (2) any RFP Addenda.

2.2.2 Copies. The complete set of these Instructions to Proposers (including all attachments thereto) will be made available directly to the Proposers. Proposers are solely responsible for any reproduction costs. The District assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

2.2.3 Duty of Review. Each Proposer, in submitting its Design-Build Proposal, acknowledges and understands its affirmative obligation to carefully and thoroughly examine all RFP Documents and other information available to the Proposer relating to the Project and the conditions under which the Work will be performed and to seek clarification prior to such submission of any and all items of information contained in the RFP Documents or in any other documents upon which the Proposer has relied in preparing its Design-Build Proposal that it observes, or should have observed in the exercise of reasonable care in its capacity as a design-builder responsible for both design and construction of the Project, constitute or indicate: (1) errors, omissions, conflicts, ambiguities, lack of coordination or noncompliance with Applicable Laws; (2) problems associated with design feasibility, constructability, availability of labor, materials, products or equipment; or (3) difficulties or obstructions affecting Proposer’s ability to perform the Work within the constraints of the Contract Price or Contract Time. Failure by a
Proposer to fully inform itself of the matters described herein and to seek clarification in the manner required herein shall not relieve the Proposer from its responsibilities under the Design-Build Contract and other Contract Documents should it receive the Award thereof nor serve as the basis for any claim by the Proposer that it was mistaken or misled in connection with the preparation of its Design-Build Proposal or its planning for design or construction of the Work.

2.2.4 Requests for Clarification. Requests by a Proposer for clarification must be received in the manner set forth below in this Paragraph 2.2.4 by the District at least twelve (12) Days prior to the deadline set forth in the RFP Schedule for submission of Design-Build Proposals. Without limitation to the District's right to conduct Pre-Scoring Discussions, Negotiations or Post-Scoring Discussions, requests for clarification received after that time will not be responded to. All requests for clarification must be in writing and shall be delivered by e-mail between the hours of 8:00 a.m. and 5:00 p.m. and prior to the applicable deadline in the RFP Schedule to the following:

Sandy Lott  
Sr. Project Engineer, Gilbane Building Company  
4750 San Felipe Road  
San Jose, CA 95135  
Slott@Gilbaneco.com

2.2.5. RFP Addenda.

1. Purpose. District reserves the right, in the exercise of its sole and absolute discretion, to change (by additions, deletions or modifications), and issue clarifications or interpretations affecting, the RFP Documents or Request for Proposal process. Such changes, clarifications and interpretations that are made prior to the issuance of the Notice of Intent to Award will be made by issuance of RFP Addenda and if made in any other manner shall not be relied upon by Proposers and will not be binding upon the District.

2. Notice. Notice of a RFP Addendum issued prior to the deadline in the RFP Schedule for submission of Design-Build Proposals shall be given only to the Proposers who have Pre Qualified, attend and sign in at the Pre Submittal Conference and to the addresses provided by them at the Pre-Submittal Conference. Notice of a RFP Addendum issued after the deadline in the RFP Schedule for submission of Design-Build Proposals shall be given only to the Proposers who submit Design-Build Proposals in accordance with the RFP Documents.

3. Responsiveness. All Design-Build Proposals shall comply with and be responsive to all RFP Addenda issued prior to the applicable deadline in the RFP Schedule for submitting such Design-Build Proposals.

4. Proposer Responsibility. Failure of a Proposer to receive a RFP Addendum shall not: (1) relieve the Proposer from any obligation to comply with the requirements thereof; (2) relieve the Proposer from any obligation or conditions set forth in its Design-Build Proposal; (3) entitle the Proposer to an extension of the RFP Schedule; nor (4) be considered as grounds for permitting the Proposer to modify its Design-Build Proposal in a manner not expressly authorized by the RFP Documents.

5. Acknowledgement by Proposer. The Proposer shall confirm, by specifically identifying and listing in its Design-Build Proposal, its receipt of each RFP Addendum. Failure to so acknowledge receipt of each and all RFP Addenda may be asserted by the District as a basis for determining a Design-Build Proposal nonresponsive.

2.2.6 Use of District Forms. Forms included with the RFP Documents shall be used. In those instances where such forms are provided, information provided by Proposers on other forms not provided in the RFP Documents may be disregarded.
2.3 RFP SCHEDULE

2.3.1 RFP Schedule. The following is the anticipated schedule of events relative to the Request for Proposal process and Award of the Design-Build Contract:

<table>
<thead>
<tr>
<th>Event Description</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of Request for Proposals:</td>
<td>June 11, 2014</td>
</tr>
<tr>
<td>Requests for Clarification Deadline:</td>
<td>June 30, 2014</td>
</tr>
<tr>
<td>Final RFP Addendum</td>
<td>July 07, 2014</td>
</tr>
<tr>
<td>Design-Build Proposals Due:</td>
<td>July 11, 2014 2:00 pm</td>
</tr>
<tr>
<td>Evaluation of Design-Build Proposals:</td>
<td>July 16 – 18, 2014</td>
</tr>
<tr>
<td>Interviews with Firms:</td>
<td>July 14 – 18, 2014</td>
</tr>
<tr>
<td>Board of Trustees Approval:</td>
<td>August 26, 2014</td>
</tr>
<tr>
<td>Debriefings:</td>
<td>By Appointment after contract award</td>
</tr>
</tbody>
</table>

2.3.2 Interviews. The schedule for Interviews shall be announced by RFP Addendum if different from the schedule referenced in Paragraph 2.3.1.

2.3.3 No Public Proceedings. All proceedings related to the RFP process shall be closed to the public.

2.3.4 Changes to RFP Schedule. The District reserves the right, at any time, to make additions, modifications or deletions to any of the events or dates that comprise the RFP Schedule. Such changes shall be made by RFP Addendum. References in the RFP Documents to the RFP Schedule or to dates in the RFP Schedule shall mean the RFP Schedule and dates set forth in Paragraph 2.3.1, above, as adjusted by any changes thereto made pursuant to this Paragraph 2.3.4.

2.4 RFP PROCEDURES

2.4.1 Submission.

Each Design-Build Proposal (including, without limitation, the Agreement to Prepare and Submit Design-Build Proposal) shall be hand delivered to, or received by mail at, at any time during regular working hours of 8:00 a.m. to 5:00 p.m., up to the deadline in the RFP Schedule. The District reserves the right, prior to opening any of the sealed Design-Build Proposals, to extend or reset a new deadline for submission of Design-Build Proposals. In the event that the deadline for submission of Design-Build Proposals is so extended, the Design-Build Proposal’s that were received prior to the original deadline for receipt of Design-Build Proposals will held, without opening them, until the new deadline for submission has passed. One (1) marked original, seven (7) copies and one (1) electronic copy (in PDF format) of the Proposals will be received as follows:

Project #309: Joint-Use 21st Century Post-Secondary Education Center

Proposal Deadline: 2:00 P.M., July 11, 2014

Mailing Address & Place of Bid Receipt:
SJEECCD District Offices
Carlos Marques - Purchasing
4750 Felipe Road, Building 7
San Jose, CA 95135

2.4.2 Envelopes, Packaging. All Design-Build Proposals, shall at the time of delivery, be enclosed in a sealed envelope or container. Said envelope, as well as any other outer envelope or packaging in which said envelope may have been placed by Proposer or the carrier for delivery, shall be addressed and delivered as provided in these
Instruction to Proposers and shall be clearly and conspicuously labeled with the Proposer's name and address and an identifying name of the Project.

2.4.3 Timely Delivery. The Proposer assumes full responsibility for timely delivery of its Design-Build Proposal at the location designated therefore in these Instructions to Proposers.

2.4.4 Signatures, Oath. Each Design-Build Proposal shall be signed by a person having authority to enter into contracts on behalf of the Design-Build Entity submitting same. The information provided by the Proposer in its Design-Build Proposal is deemed provided under oath, with the understanding that the providing of false information is, in itself, grounds for disqualification.

2.4.5 Unauthorized Communications. Unless and except requested to do so in writing either in response to a written request for clarification from District or as otherwise permitted by the RFP Documents, Proposers and their Subconsultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or College advice or professional services in respect to the Project, the Request for Proposal process or the Award of the Design-Build Contract; or (3) any employee or representative of the District or College with respect to any matter relating to the Project.

2.4.6. Pre-Submittal Conference. A mandatory Pre-Submittal Conference may be conducted. If Pre-Submittal Conference is held, attendance at the Pre-Submittal Conference is a condition to Proposer's right to have its Design-Build Proposal considered by the District. The District reserves the right to schedule additional mandatory or non-mandatory conferences upon advance written notice to the Proposers. Whether or not a Proposer attends such mandatory or non-mandatory conferences, it is charged with knowledge of all facts, circumstances and other information that was made available, or provided, to Proposers at such conferences, including, without limitation, any and all of the physical conditions of the Site and Existing Improvements that were visible and/or available to Proposers for inspection or review.

1. Signing Services. Signing services for persons with hearing disability shall be made available upon written request received by the District’s Executive Director of Facilities Planning and Purchasing at the address for receipt of Design-Build Proposals at least three (3) business days prior to the date that such services are required.

2.4.7 Conduct of Site Investigations. Any Proposer may, at its own expense and any time after the mandatory Pre-Submittal meeting, conduct investigations of the Site (except subsurface and destructive building investigation) and Existing Improvements located on the Site, provided that: (1) Proposer requests in writing, and receives, prior permission from the District through the SJECCD Director of Facilities or Gilbane Building Co. to conduct such investigations, which permission may be granted or withheld by the District in its sole discretion, but if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer executes an Entry to Property Agreement in the form of Attachment No. 8 attached hereto and each individual entering the Site at the request or on behalf of Proposer executes a Release of Liability in the form attached to the Entry to Property Agreement; (3) Proposer provides evidence at the mandatory Pre Proposal meeting and satisfactory to District of appropriate insurance coverage required by the terms of the Entry to Property Agreement; and (4) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer’s investigation, if any, is provided to District with the Proposer's submission of its Design-Build Proposal. Failure by a Proposer to comply with these or any other terms of the Entry to Property Agreement may be deemed by District, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and as such grounds for disqualification.

2.4.8 Selection Committee. The District has created a Selection Committee to conduct on its behalf: (1) evaluation, scoring and ranking of the Design-Build Proposals; (2) Interviews; (3) Negotiations; and (4) selection of the successful Proposer to receive the Award of the Design-Build Contract.
2.4.9 Interviews. The District may elect to hold interview with the Proposers and Selection Committee. Interviews are face-to-face, confidential exchanges between a Proposer and the Selection Committee for the purpose of: (a) clarifying a Design-Build Proposal to assure a full understanding of, and responsiveness to, the requirements of the RFP Documents; (b) evaluating the Proposer’s presentation of the design concept for the Project; and (c) evaluating the Proposer’s demonstrated ability to collaborate with members of the team. Interviews shall be conducted by the Selection Committee. Each Proposer invited to participate in an Interview will be notified in writing by the District, at least seven (7) Days prior to commencement of Interviews, of the date and time for the conduct of the Interviews between the District and that Proposer. Interviews will be conducted by the RFP Selection Committee in accordance with Rules for Interviews and Negotiations set forth in Section 6.6 herein, as may be amended from time to time by the District pursuant to RFP Addendum.

2.4.10 Not Used

2.4.11 Not Used.

2.4.12 Clarifications of Proposals. District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a Design-Build Proposal. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be responded to by the Proposer to whom it is directed within three (3) Days after the date of receipt thereof by the Proposer in the same manner and to the same location as provided in Paragraph 2.2.4, above, for submission of requests for clarification by Proposers. Responses to such requests by District shall be limited to clarifying the portion of the Design/Build described in the District's request. Responses shall not include changes to a Design-Build Proposal. Information provided in a response to a request for clarification that does not comply with the requirements of this Paragraph will not be considered.

2.4.13 Proposal Responsiveness. The District may determine as unresponsive any Design-Build Proposal which does not comply with the requirements of the RFP Documents or in which any statement or representation made or incorporated by reference in the Design-Build Proposal (or in the attachments or other documents submitted with the Design-Build Proposal) is false, incorrect or materially incomplete or misleading.

2.4.14 Waiver of Irregularities. The District reserves the right, but assumes no obligation, to waive minor or clerical irregularities, errors or omissions in the information contained in any Design-Build Proposal or in regard to any Proposer's compliance with the Request for Proposal process, and to make all final determinations related thereto.

2.4.15 Withdrawal, Resubmission by Proposer. Upon written notice to the District at the place for receipt of Design-Build Proposals, Design-Build Proposals may be withdrawn at any time and resubmitted prior to the applicable deadline set forth in the RFP Schedule for submission thereof. Design-Build Proposals may not be withdrawn after the applicable deadline set forth in the RFP Schedule for receipt thereof.

2.4.16 Rejection, Withdrawal by District. Without limitation to any of the District's other rights under the RFP Documents or Applicable Laws, the District reserves the right to reject any Design-Build Proposal that contains any information that is untrue or misleading, is not accompanied by other documents required by the RFP Documents to be submitted with a Design-Build Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of Design-Build Proposals, to withdraw its Request for Proposal and/or reject all Design-Build Proposals.

2.4.17 Not Used.
2.4.18 Changing of Team Members. No changes in or additions to Design-Build Entity Members or to the members of the Design-Build Team shall be permitted after the deadline in the RFP Schedule for submission of Design-Build Proposals, except with the prior written authorization of the District which authorization may be granted or withheld in the District's sole discretion.

2.4.19 Costs and Expenses. Each Design-Build Proposer shall bear, at its own expense, without reimbursement by the District, all costs and expenses associated with the preparation of its Design-Build Proposal, and its participation in the Request for Proposal process.

2.4.20. Interested Parties.

1. Participation in More Than One Proposal. General Contractors and Architects of Record will not be allowed to participate in the Request for Proposal process, in any capacity, as Design-Build Entity Members, to more than one Design-Build Entity. For purposes of interpreting and applying the requirements of this Subparagraph 2.4.20.1, branch offices of a General Contractor and Architect of Record that is an individual, corporation, partnership, or other legal entity, where such branch offices are owned and/or managed, in whole or in substantial part, by such individual, corporation, partnership, or other legal entity, shall be deemed identical to such General Contractor and Architect of Record.

2. District Consultants. Consultants or Subconsultants to the District who (1) are participants or advisors to the District or College in respect to the design-build competition for the Project, shall not be allowed to participate as a Design-Build Entity Member or as a Subconsultant or Subcontractor, of any Tier, to a Design-Build Entity.
ARTICLE III - PROPOSAL SUBMITTAL REQUIREMENTS

3.1 BASIS, CONTENT AND FORMAT

3.1.1. Basis. Each Design-Build Proposal shall include the Proposer’s fixed prices for each of the following, based on an all-inclusive Maximum Allowable Price of Seven Million, Five Hundred Thousand Dollars ($7,500,000):

1. Design and Preconstruction Services. Design and Preconstruction Services are defined in Attachment No. 10 hereto, and proposed as a separate line item with the RFP response. Under the terms of the Design-Build Contract, District reserves the right at any time prior to commencement of construction to terminate the Design-Build Contract. The amount payable to the Design-Builder in the event that the Design-Build Contract is terminated prior to commencement of construction shall be limited to a prorated amount of the agreed design fee based on the percentage of completion of the Construction Documents that has been accomplished by Design-Builder at the time of such termination. Design fees shall include only design and preconstruction services, and shall not include project management or designer’s Construction Administration.

2. Construction Services. Construction Services (sometimes referred to as the General Conditions of Construction) are defined in Attachment No. 10 hereto and proposed as a separate line item with the RFP response.

3. Fee (Profit and Home Office Overhead). Fee is defined in Attachment No. 10 hereto, and proposed as a separate line item with the RFP response.

3.1.2. Content. Design-Build Proposals shall comply with all requirements of the RFP Documents, and shall include, without limitation to any other requirements of the RFP Documents, each of the following:

1. Proposal Form and Agreement in the form of Attachment No. 10 attached hereto;

2. An informational response to each of the requests for technical, cost and other information and proposals set forth in Section 3.2 (Specific Design-Build Proposal Requirements) herein;

3. Non-Collusion Affidavit in the form of Attachment No. 11 attached hereto;

4. Copies of any reports generated from any Site investigation conducted in accordance with Paragraph 2.4.7, above.

5. Letter of Organization in the form of Attachment 12, attached hereto.

3.1.3 Format. Each Proposer shall submit its completed Design-Build Proposal in accordance with the Specific Design-Build Proposal Requirements set forth in Section 3.2 herein. The original of the Design-Build Proposal shall be clearly marked on the cover as the “original” and bear an original signature and printed name and title of the person or persons legally authorized to enter into contracts on behalf of the Proposer. A signature on a Design-Build Proposal by a corporation shall further give the state of incorporation and have the corporate seal affixed. Copies shall include copies of signatures and seals, but do not require original signatures or seals.

3.1.4 Name of Proposer. Each Design-Build Proposal shall state the legal name of the Proposer and the legal form of business entity of the Proposer.

3.1.5 Untrue or Misleading Information. In addition to and without limitation upon any other requirements of the RFP Documents, the District shall have the right to disqualify any Design-Builder and reject any Design-Build Proposal should it determine that any information submitted by the Proposer in the Pre-Qualification or RFP process is untrue or misleading.
3.1.6 Figures. Dollar sums and amounts shall be expressed in Design-Build Proposals in both words and figures. In case of discrepancy, the amount written in words shall govern.

3.1.7 Alterations. Interlineations, alterations and erasures to a Design-Build Proposal must be initialed by each and all of the signer(s), respectively, of the Design-Build Proposal.

3.1.8 Applicable Laws. All Design-Build Proposals must be submitted, filed, made and executed in accordance with Applicable Laws (including, without limitation, California Education Code Sections 81700 et seq.), whether the same are expressly referred to herein or not.

3.1.9 Period of Irrevocability. The Proposer's Design-Build Proposal (including, without limitation, its firm and fixed lump sum prices for its Base Price, and amount proposed for liquidated damages payable to the Design-Builder for Compensable Delay) shall be held firm and shall be deemed irrevocable as follows: for a period of one hundred twenty (120) Calendar Days from the deadline in the RFP Schedule for receipt of Design-Build Proposals, as may be modified by Addendum.

3.1.10 Changes to Proposals. Changes, in the form of additions, deletions, or modifications, to Design-Build Proposals, shall not be permitted after the respective deadline set forth in the RFP Schedule or RFP Addendum for submission thereof.

3.2 SPECIFIC DESIGN-BUILD PROPOSAL REQUIREMENTS

3.2.1 Basic Requirements. Proposer shall provide the following information in its Design-Build Proposal, in the format requested, without deviation. Each proposer shall submit eight (8) copies of their design-build proposal (1 Original + 7 Copies.) and one (1) electronic copy in PDF format.

3.2.2 Overall Organization. For efficiency of review, proposal data must be organized in the same order as listed below.

3.2.3 Page Numbers. The page number limitation of 30 pages means 30 pages of content. An individual 'page' of paper with narrative front and back will count as 2 pages of content. The following items will not be counted in the 50 page total:

1. Proposal covers
2. Table of contents
3. Section divider tabs
4. Photographic images, provided that text on or adjacent to the images is minimal and for identification only. However pages with narrative text flowing around smaller photos will be counted against the page total.
5. Attachments 8, 10, 11, and 12
6. Proposer’s Site Investigation Reports, if any

3.2.4 Font. Font size may be a minimum of 11 point. The size and the style choice for the font should support ease of review. Font size for text in footnotes or text whose purpose is to identify charts and graphic images may be smaller than the main text.

3.2.5 Binding. Bound.

3.2.6 Page Numbers. Required.
3.3. DESIGN-BUILD PROPOSAL CONTENT:

3.3.1. Price Factors. Provide itemized breakdown of the Proposer’s Base Price using Attachment No. 10, Proposal Form and Agreement:

1. Proposal Price. Utilizing the Information provided in Attachment No. 1, and elsewhere in this RFP, provide a Proposal Price on the form provided as Attachment No. 10 (including Design and Preconstruction Services, Construction Services, and Fee). The Proposal Price shall be included as a fixed fee and shall be the price that is scored for this RFP “best value” competition.

2. Total Compensation. Total Compensation shall be based on the Maximum Allowable Price indicated in the Proposal Form and Agreement, included as Attachment No. 10 herein. The final Contract Sum will be determined after award of the Design-Build Contract and the design has been approved by the DSA, and will be the total amount payable by District to Design-Builder for performance of the Work under the Contract Documents. Therefore, during the Design and Preconstruction Services portion of the Work, the Hard Costs portion will be viewed by the District as an open book arrangement. After DSA approval, the contract will become a negotiated firm fixed price amount not to exceed the Maximum Allowable Price.

3.3.2. Non-Price Factors

1. Technical Expertise and Design Excellence. Proposer shall include information to enable the District to evaluate the Proposer’s design capabilities, from the perspective of the following sub-factors:

a. A single page for one (1) individual architectural drawing or sketch of a site plan only, with narrative containing a brief general discussion at a high level of one (1) individual architectural design concept for the Joint-Use 21st Century Post-Secondary Education Center project that the Proposer believes to be feasible within the physical and budgetary constraints that can be determined from the information provided in this RFP. Submit no more drawings than the one (1) architectural site plan as prescribed above (e.g. do not submit floor plans, elevations, renderings, etc.).

b. Narrative describing the approach to the importance of the new design regarding its connection to and compatibility with the surrounding campus buildings.

c. Narrative describing the approach to the use of BIM within your team and its application to this project.

2. Life Cycle Costs Over 30 Years. The District recognizes that the Design Build proposals will not include a full design within the proposal and therefore a full life cycle analysis of the proposed systems is not practical at the time of submittal. The District has a focused interest in the total cost of ownership of the building over its expected life and desires a lower cost over the life of the building. The District wants this project to be energy-efficient and sustainable. Design-Build Proposals shall include a narrative as to the method(s) that will be employed to design the project in a manner considering its first cost, estimated life, annual maintenance cost, operation cost and projected replacement time including but not limited to:

a. HVAC

b. Lighting

c. Energy consumption for the projected life of the Project (30 years).

d. Other(s) as defined by Proposer
3. Not Used

4. Safety Record. From Education Code 81703, each Proposer must have an experience modification rate for the most recent three-year period is an average of 1.0 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period must not exceed the applicable statistical standards for its business category, or if the (Proposer) is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Each Proposer that has completed a Pre-Qualification Questionnaire will have already met this minimum requirement.

5. Proposer’s Management Plan (Including Applying IPD Principles). Provide a comprehensive plan for managing the design and construction aspects of the Project, including the application of specific IPD principles as follows:

   a. Describe the general approach to working together with the District as a member of an integrated project team to maintain budget, schedule and quality of project,

   b. Include a discussion about the type of subcontractor and subconsultant agreements anticipated, and possible savings sharing via pain/gain fund (assuming no District financial participation) for Proposer’s subcontractors and subconsultant team,

   c. Use of IPD & Lean Construction Techniques listed below in a Collaborative Environment

      i. Target Value Design Approach
      ii. BIM Utilization Approach
      iii. Pull Plan Scheduling Approach
      iv. Value Stream Mapping Approach

6. Interviews. Proposers shall attend individual confidential interviews to be held after receipt of Proposals. The interviews scheduled date, including any special instructions, will be announced approximately one (1) week prior to the interview date.

7. Non Collusion Affidavit. Provide a completed Non-Collusion Affidavit

8. Site Investigation Reports. Provide copies of any reports generated from any Site investigation conducted in accordance with Paragraph 2.4.7 of the RFP.

3.4 OWNERSHIP, COPYRIGHT, CONFIDENTIALITY AND DISCLOSURE

3.4.1 Ownership, Copyright. Drawings, renderings, models, and building designs are not permitted as part of this Proposal process. However, if provided these as well as: design approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained within a Design-Build Proposal shall be deemed property of the District to the extent allowed by law; provided, however, that: (1) nothing herein shall be interpreted as prohibiting or limiting the right of a Proposer that does not receive the Award of the Design-Build Contract to (a) copy, use or incorporate such technical design information contained within its Design-Build Proposal for its own use in connection the conduct of its business, trade or profession, and/or (b) assign, grant or transfer to any third person or entity (for profit or otherwise) the right to copy or use such technical design information for any purpose; and (2) with respect to the Proposer who receives the Award of the Design-Build Contract, such Proposer’s rights and obligations with respect to copying, use or incorporation of such technical design information in any projects, structures or work other than the Project shall be governed solely by the terms of the Design-Build Contract. The District’s rights hereunder include, without limitation, the right after Award of the Design-Build Contract to incorporate into its design for the Project any of the building designs, design
approaches, design details, construction techniques, procedures, means and methods and other technical design and construction information contained in any Design-Build Proposal that is received from any Proposer whether or not such technical information constitutes Proprietary Information as that term is defined in Paragraph 3.4.2, below.

3.4.2 Confidentiality of Proprietary Information. “Proprietary Information”, as that term is used in this Section 3.4, means and is limited to (in lieu of any other definitions applicable to proprietary information or trade secrets that may exist under Applicable Laws) technical information in the form of design details, construction techniques, procedures, means and methods and other technical design and construction information that: (1) is patented; or (2) is (a) only known to those persons within the Proposer’s company in whom such technical information is confided, and (b) has unique or special qualities (including, without limitation, a unique or special assembly) not generally known in the construction industry among competing contractors designing or constructing structures of the type proposed for the Project; provided, however, that the Proposer has clearly and completely marked and identified such information with the words “PROPRIETARY INFORMATION” wherever and everywhere it appears in the Proposer’s Design-Build Proposal. Building designs and similar aesthetic elements of a design that are submitted as part of its Design-Build Proposal shall not, under any circumstances, constitute Proprietary Information and may be disclosed and displayed by the District (including, without limitation, to the public) at any time, without prior notice to or consent of the Proposer.

3.4.3 Confidentiality of Pricing Information. Notwithstanding and without limitation to the District’s rights set forth in Section 3.4, the District shall, to the extent not inconsistent with the District’s obligations under Applicable Laws pertaining to the disclosure of public records, at all times prior to Award of the Design-Build Contract refrain from disclosing to any competing Proposer the content of any Proprietary Information contained in a Proposer’s Design-Build Proposal. The District’s obligation of confidentiality as set forth herein shall terminate upon Award of the Design-Build Contract. The aforestated obligation of the District with respect to maintaining the confidentiality of technical information shall constitute the District’s sole and exclusive obligation of confidentiality that shall exist, at any time either before or after Award, with respect to such matters.

3.5 RETURN BY DISTRICT

Each original of the Design-Build Proposal submitted by a Proposer not receiving the Award of the Design-Build Contract shall be made available by the District to be picked-up by the Proposer, at its own expense, following Award and execution of the Design-Build Contract by the District and the successful Proposer. Originals not requested for return within thirty (30) Days after Award may be destroyed. Copies thereof may at any time after the expiration of thirty (30) Days following Award and at the District’s sole discretion be either: (1) returned to the Proposer; (2) retained by the District; or (3) destroyed by the District.

3.6 PATENTS

Proposers shall identify in their Design-Build Proposals any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent.

3.7 NON-TRANSFERABILITY

Design-Build Proposals are nontransferable.
ARTICLE IV - EVALUATION OF PROPOSALS AND SCORING

4.1 REVIEW OF PROPOSALS

The Design-Build Proposals may be opened and reviewed by the RFP Selection Committee at any time after the applicable deadline in the RFP Schedule for submission. Such review shall not limit the District’s right to thereafter conduct Interviews or Negotiations.

4.2 SCORING AND RATING OF PROPOSALS

4.2.1 Scoring and Rating. Scoring of Design-Build Proposals may occur at any time after receipt. Scoring will be in accordance with the RFP Documents, including, without limitation, Paragraph 4.3 herein (Proposal Evaluation Factors, Scoring and Ranking Methodology). Upon completion of scoring, the Design-Build Proposals will be ranked by the Selection Committee from the "most advantageous" to the "least advantageous" to the District, with the highest total score representing the "most advantageous" and the lowest total score representing the "least advantageous."

4.2.2 Adjustments in Rating. The District reserves the right, in its sole and absolute discretion, to adjust, increase, limit, suspend or rescind the rating or ranking based on subsequently-learned information that: (1) if true, would render the Proposer’s Design-Build Proposal, or any information provided as part of the Pre-Qualification process that is Phase 1 of the design-build competition to be untrue or misleading; or (2) constitutes new information materially affecting the scoring or ranking of the Proposer’s Design-Build Proposal.

4.3 DESIGN-BUILD PROPOSAL EVALUATION FACTORS, RANKING AND SCORING METHODOLOGY

4.3.1. Evaluation Factors – Maximum Points. Each Design-Build Proposal will be evaluated on the basis of the total number of points scored in the District’s evaluation of the Proposal out of a total possible 100 points:

Evaluation Category: Points Weight

A. Price Factor:
   1. PRICE
      20

B. Non-Price Factors:
   1. TECHNICAL EXPERTISE AND DESIGN EXCELLENCE
      25
   2. SAFETY RECORD
      10
   3. PROPOSER’S MANAGEMENT PLAN (INCLUDE APPLYING IPD PRINCIPLES)
      20
   4. INTERVIEWS
      25

TOTAL OVERALL POINTS AVAILABLE
100
4.3.2. Scoring of Price Factor.

1. Price. The ranking of the Design-Build Proposals from “most advantageous” to “least advantageous” will be based on the point totals (the highest point total being the “most advantageous and lowest point total being the “least advantageous”) using the following formula:

\[
(\text{Lowest Price submitted divided by Proposers Price}) \times 20 + \text{Non-Price Factors Score} = \text{Total Points}
\]

4.3.3. Scoring of Non Price Factors.

1. Explanation. Scoring of all Non-Price Factors will be based on the gross scores received from the evaluation of the Proposer’s information provided for each of the Factors listed in Section 4.3.1 Part B, above.

2. Technical Expertise and Design Excellence. Scores for Technical Expertise and Design Excellence shall be determined based on each of the following sub-factors, based on the information provided in the Design-Build Proposal:

a. A site plan and general discussion of three (3) architectural design concepts for the Joint-Use 21st Century Post-Secondary Education Center project presented by the Proposer.

b. Approach to the importance of aesthetics of the new design regarding its compatibility with the surrounding campus buildings.

c. Approach to the use of BIM within your team and its application to this project.

3. Safety Record. Per Education Code 81703, each Proposer must have an experience modification rate for the most recent three-year period is an average of 1.0 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period must not exceed the applicable statistical standards for its business category, or if the (Proposer) is a party to an alternative dispute resolution system as provided for in Section 3201.5 of the Labor Code. Each Proposer that has completed a Pre-Qualification Questionnaire will have already met this minimum requirement and will receive maximum points allotted for this section.

4. Proposer’s Management Plan (Including Applying IPD Principles). Scores for the Proposer’s Management Plan shall be based on the following:

a. General approach to working together with the District as a member of an integrated project team to develop an architectural design, maintain budget, schedule and quality of project.

b. Use of IPD contract principles with subcontractor and subconsultant agreements.

c. Use of IPD & Lean Construction Techniques listed below in a Collaborative Environment

i. Target Value Design Approach

ii. BIM Utilization Approach

iii. Pull Plan Scheduling Approach

iv. Value Stream Mapping Approach
5. Interviews – After the interviews have been conducted for all Proposer’s, the results shall be scored based on the following:

a. Proposer’s understanding of, and responsiveness to, the requirements of the RFP Documents.

b. Proposer’s presentation of the design concept and proposed construction methods for the Project.

c. Proposer’s demonstrated ability to collaborate with members of the Design/Build team and their willingness to collaborate with the client during the design phase.
ARTICLE V – PROJECT COST INFORMATION

5.1 DESIGN BUILD BUDGET

The Design-Build Budget for the design and construction of the project is established at Seven Million, Five Hundred Thousand Dollars ($7,500,000). This amount includes all costs of the complete design, engineering, construction, subcontract work, supervision, management, general conditions, contractor’s quality control, overhead, bonds, insurance, compliance with all applicable codes and agency requirements, profit, allowances, DBE’s contingencies (for items that are the responsibility of the DBE), and any and all items required for the completion of the project per the Contract Documents, excepting therefrom only costs for items specifically identified as not a part of the Design-Build Budget in Article VIII.
ARTICLE VI - TERMS AND CONDITIONS

6.1 PROPOSER REPRESENTATIONS

Each Proposer makes the following representations relative to its submission of its Design-Build Proposal:

6.1.1 Compliance with RFP Documents. Proposer represents that its Design-Build Proposal is made in compliance with the RFP Documents.

6.1.2 Attendance at Pre-Submittal Conference. If conducted by the District, Proposer represents that it attended the mandatory Pre-Submittal Conference.

6.1.3 Due Authorization. Proposer represents that the signer(s) of the Proposer's Design-Build Proposal and any other documents submitted on behalf of the Proposer to the District that are signed by Proposer is/are authorized to do so on behalf of the Proposer and that any Proposer, and any Design-Build Entity Member authorized to sign and signing on behalf of the Proposer, that is a corporation is duly incorporated under applicable laws and is authorized to do business in, and is in good standing under, the laws of the State of California.

6.1.4 Review of Site and Site Information. Proposer represents that it and each proposed member of its Design-Build Team have carefully and thoroughly inspected: (1) the Site and its surroundings, existing improvements and their existing uses by the District, Campus and students, routes of ingress and egress, and local conditions in the vicinity of the site (including, without limitation, sources and availability of labor, materials and equipment); (2) the status of any construction at (and around) the site at the time of submission of the Design-Build Proposal; (3) all Documents attached hereto and provided via addenda; and (4) all other reports, surveys, test data, as-built drawings and other information concerning visible and concealed conditions (including, without limitation, locations and capacities of utility sources and locations of utility lines) above and below the surface of the ground or in Existing Improvements that (a) Proposer is informed are available to the Proposer for review or (b) are disclosed by public records, in order to fully acquaint itself with all of the conditions, restrictions, obstructions, difficulties and other matters which might affect the Proposer's ability to complete the design and construction of the Work in accordance with the requirements of the RFP Documents and its Design-Build Proposal.

6.1.5 Design-Build Contract. Proposer represents that it has carefully reviewed the terms and conditions of the Design-Build Contract and General Conditions attached hereto as Attachment No. 9 or as amended via addenda and that the terms and conditions thereof are satisfactory to Proposer and represent in the opinion of the Proposer a fair and reasonable allocation and sharing of risks and responsibilities as between the District and the Design-Builder.

6.2 EXECUTION OF DESIGN-BUILD CONTRACT

6.2.1 Design-Build Contract. A copy of the proposed Design-Build Contract and General Conditions that the District contemplates issuing to the successful Proposer is attached hereto as Attachment No. 9. If the District issues its Notice of Intent to Award prior to expiration of the period of irrevocability of the Design-Build Proposal as set forth in Section 3.1, above, then the Proposer shall within such period of irrevocability execute the Design-Build Contract and General Conditions without any exception or change, other than changes set forth in a RFP Addendum issued by the District. The Design-Build Contract shall not be binding upon the District until it has been executed by the District and approved by the Board of Trustees.

6.2.2 Changes by District. District reserves the right, exercised in its sole discretion, prior to Award, to unilaterally change, by addition, modification or deletion, any of the terms of the Design-Build Contract or General Conditions by issuance of an RFP Addendum setting forth the substance of such change.

6.2.3 No Exceptions or Qualifications. Design-Build Proposals shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Design-Build Contract or
General Conditions, other than changes that have been approved and ordered District by means of a previously issued RFP Addendum. Statements contained in a Design-Build Proposal to the effect that a price is based on certain “assumptions” that are not part of the specific requirements of the RFP Documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this Paragraph 6.2.3.

6.3   SPECIAL PERFORMANCE REQUIREMENTS

6.3.1 Bonding, Insurance. Without limitation to the other requirements of the RFP Documents, the successful Proposer to whom Notice of Intent to Award is issued shall possess and be required to submit evidence of: (1) sufficient bonding in the form of a Performance Bond and Payment Bond in the full amount of the Contract Sum less the Design and Pre Construction Services Fee and utilizing bond forms that comply with the forms attached as Attachment No. 13 hereto; and (2) evidence of insurance as required in the Evidence of Insurance attached as Attachment No. 15 hereto, including, without limitation, evidence of (a) errors and omissions insurance coverage sufficient to cover all design, architectural and other professional services required by the Design-Build Contract or General Conditions, and (b) other insurance coverages required to be provided by the Design-Builder under the terms of the RFP Documents. The foregoing bonds and insurance shall be provided in accordance with the requirements of the Design-Build Contract and General Conditions and the costs thereof shall be deemed included in any Base Price that Proposer submits. Both the Performance Bond and Payment Bond shall be issued by an Admitted Surety as defined by California Code of Civil Procedure, Chapter 2, Bonds and Undertaking Section 995.120(a). The Surety on the Performance Bond shall have an A.M. Best's Insurance Rating of not less than A:VIII. The successful Proposer shall require the attorney-in-fact who executes the required Performance Bonds and Payment Bonds on behalf of the Surety to affix thereto a certified and current copy of the power of attorney.

6.3.2 Labor Compliance. The successful Proposer who receives the Award of the Design-Build Contract will be required to comply with all of the applicable provisions of the California Labor Code (including, without limitation, payment of prevailing wages, maintenance and submission of weekly certified payrolls and hiring of apprentices.)

6.3.3 Storm Water Compliance. The Proposer who receives the Award of the Design-Build Contract shall, to the extent required by Applicable Laws, prepare the Storm Water Management Plans and Storm Water Pollution Prevention Plans, procure and file the Storm Water Permits and take all necessary steps to monitor, report, enforce and otherwise implement and comply with all applicable storm water mitigation requirements, such as the Storm Water Management Plans (SWMP) and Storm Water Pollution Prevention Plans (SWPPP), the requirements of the Storm Water Permit, the requirements to assist the District with filing the Notice of Intent (NOI), annual reports and the Notice of Termination (NOT), and all Applicable Laws pertaining to the elimination or mitigation of storm water pollutant discharge to separate storm sewer systems or other watercourses, including without limitation, applicable requirements of the State Water Resources Control Board, Orange County Region Water Quality Control Board and municipal storm water management programs. Proposer shall include all costs thereof in the Base Price that it proposes.

6.3.4 Subcontracting. In accordance with Education Code section 81704(c), all subcontracts that were not listed by the design-build entity shall be awarded according to a process that provides for public notice of the availability of work to be subcontracted, a fixed date and time on which the subcontracted work will be awarded, and shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

An “Open Book” procurement of subcontracts shall be accomplished in collaboration with the District during the design process and culminating after DSA approval of Design-Build Entity’s plans and specifications for the Project. The Design-Build Entity has the discretion to procure each individual Subcontractor based on: a) a “Best Value” method, b) a two-step Prequalification and Bid method, or c) another method approved by the District that considers qualifications of subcontractors and price as scoring factors.
6.3.5 Immigration Reform and Control Act. Proposer represents that it, and each member of its proposed Design-Build Team, is, and at all times during the performance of the Work shall be, in full compliance with the provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well any similar provisions of applicable laws setting forth proscriptions or penalties relating to the employment or hiring of undocumented aliens in connection with the hiring of its employees, and that Proposer has included in its Design-Build Proposal all costs of compliance therewith.

6.3.6 Licensing. Except as otherwise permitted by this Section 3.7, each Proposer must possess at the time of submission of its Design-Build Proposal and at all times during the Request for Proposal process an active Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing. If the Proposer is a Design-Build Entity that is a joint venture consisting of two or more individuals, firms, partnerships, corporations, associations or other organizations in which at least one of such joint ventures holds an active Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing, then such Proposer shall be entitled, notwithstanding the absence of a separate joint venture license, to be considered for award of the Design-Build Contract; provided, however, that any such Proposer that is selected to receive the award of the Design-Build Contract must possess, at all times during the Request for Proposal and at the time of award of the Design-Build Contract, a separate joint venture Class B (general contracting) contractor’s license issued by the California Contractors State Licensing Board that is in good standing. In addition to the licensing requirements set forth in this Section applicable to Proposers, all members of the Design-Builder’s proposed Design-Build Team shall possess, at the time of submission by the Proposer of its Design-Build Proposal and at all times during the Request for Proposal process, all licenses required by Applicable Laws to be issued for the contracting and performance of the particular professional service and/or trade work with respect to which pre-qualification of such person or entity was required by the Pre-Qualification Documents.

6.4 AWARD SUBMITTALS

6.4.1 Basis of Award. Following the ranking of the Design-Build Proposers by the Selection Committee, the District will then have the option of issuing a Notice of Intent to Award; (1) to the Proposer ranked “most advantageous” after the RFP Interview process; or (2) rejecting all Design-Build Proposals, or (3) negotiating with the highest ranked Proposer and, if agreement of contract terms and conditions cannot be consummated with the highest ranked Proposer, then negotiations will commence with second and then third highest ranked Proposer and so on until an agreement is reached.

6.4.2 Notice of Intent to Award. In accordance with the RFP Schedule, the District will issue a Notice of Intent to Award identifying the name of the Proposer to whom the District intends to Award the Design-Build Contract. Such notice will be provided to all Proposers submitting a Design-Build Proposal. The District may, in its sole and exclusive discretion, elect to shorten or extend the time for issuance of its Notice of Intent to Award.

6.4.3 Cancellation. The District reserves the right, exercised in its sole and absolute discretion, to cancel Award of the Design-Build Contract and/or to retract any Notice of Intent to Award at any time before the Design-Build Contract is executed by both the District and the Proposer to whom the Notice of Intent to Award is issued by the District.

6.4.4 Award. Award may be made unconditionally or subject to a Proposer's acceptance of certain stated conditions.
6.5 POST-AWARD SUBMITTALS

6.5.1 Post-Award Submittals. The Proposer to whom Notice of Intent to Award is issued by the District shall, within such periods of time as are set forth below, after receipt of Notice of Intent to Award, complete and furnish to the District following Post-Award Submittals using the forms provided in the RFP Documents and, where required, duly signed and executed by the Proposer. Such signature(s) shall, unless otherwise stated in such form, comply with the same requirements applicable to signature(s) required for initial submission of Design-Build Proposals:

1. Within fourteen (14) Days after the receipt of Notice of Intent to Award, the Proposer shall furnish to the District the following documents duly executed by Proposer (where execution by the Proposer is called for by the document):
   a. Proposer's Federal Tax Identification Number.
   b. Worker's Compensation Certificate
   c. Agreement and General Conditions for the Design-Build Contract, in the form attached hereto as Attachment No. 9 and as modified by RFP Addenda, duly executed by the said Proposer in accordance with its Letter of Organization.
   d. Letter of Organization in the form attached hereto as Attachment No. 12.
   e. Evidence of Insurance in the form attached hereto as Attachment No. 15.

2. Within fourteen (14) days the Design-Builder shall furnish to the District the following documents duly executed by the Design-Builder (where execution by the Design-Builder is called for by the document):
   a. Performance Bond (issued by Surety) in the form attached hereto as Attachment No. 13.
   b. Payment Bond (issued by Surety) in the form attached hereto as Attachment No. 13.

6.5.2 Letter of Organization. The successful Proposer is required, at the time of submitting the Design-Build Contract executed by said Proposer, to furnish a Letter of Organization in the form of Attachment No. 12 attached hereto setting forth those persons authorized to sign legal documents on behalf of the Proposer. If the person(s) authorized to sign are signing on behalf of a corporation, the Letter of Organization shall set forth as to such corporation either: (1) the names, titles and signatures of two persons authorized to sign, one from among the chairperson of the board of directors, president or vice president, and one from among the secretary, chief financial officer or assistant treasurer; or (2) in lieu of one of the two signers required by Clause (1) of this Paragraph 6.5.2, the name, title and signature of another authorized corporate officer or agent who is authorized by corporate resolution to sign on behalf of the corporation, along with a copy of such resolution.

6.5.3 Failure to Submit. Failure of the successful Proposer to submit the Post-Award Submittals in accordance with this Section, within the time periods specified therein, shall: (1) if the Design-Build Contract is not executed be deemed to be a failure or refusal to execute the Design-Build Contract; or (2) if the Design-Build Contract is executed, constitute a material breach of the Design-Build Contract.

6.5.4 Change to Dates. The District reserves the right, in its sole and absolute discretion, to modify the dates for submission of Post-Award Submittals at any time or for any reason, either before or after Award. Any such changes that are made prior to issuance of the Notice of Intent to Award shall be by RFP Addendum.
6.6 RULES FOR INTERVIEWS AND NEGOTIATIONS

6.6.1. Rules for Interviews

1. At the Interviews, the Proposer shall be represented by a person or persons representing the Proposer who is/are familiar with all aspects of the Proposer’s Design-Build Proposal. Specific roles represented are to include: the General Contractor Executive, General Contractor Project Manager, General Contractor Superintendent, the design Architect and the Architect that is in charge of production. At least one person acting on behalf of the Proposer shall have the power to speak with authority on behalf of the Proposer in regard to the Design-Build Proposal without requiring further authorization of persons not present in the Interviews. No firm shall be represented and no person shall be present in the Interviews that are not directly interested and involved in the outcome of the RFP process; observers will not be permitted.

2. The date, time and place for Interviews, if conducted, shall be scheduled by the District and notice thereof given to each Proposer. Interviews will consist of discussions held after evaluation and scoring of the Design-Build Proposals.

3. The length of Interviews may be dictated by the subject matters discussed, but shall not be more than 1 hour in length.

4. There shall be no disclosure to competing Proposers during Interviews of prices or pricing information or of technical information that is, and is appropriately marked as constituting, “Proprietary Information” as defined in and required by the Instructions to Proposers.

5. District shall have the right to disclose and discuss with any or all Proposers technical information contained in a Proposal that does not constitute “Proprietary Information” as defined in the Instructions to Proposers.

6. Proposers shall be accorded fair and equal treatment; provided, however, that this requirement shall not be interpreted as requiring that the communications that occur during Interviews be limited to identical subject matters for all Proposers with whom Interviews are conducted.

7. Communications during Interviews will not include exchanges, in the nature of “bargaining,” but may include informing the Proposer that its price is considered too high, or too low, or that its technical approach is viewed as too elaborate, inefficient or otherwise disadvantageous, and may include revealing the results of any analysis used to support these conclusions.

8. Nothing stated in these rules for Interviews shall be interpreted as limiting or precluding the District’s right to conduct Negotiations.

6.6.2. Rules for Conduct of Negotiations

1. At the Negotiations, the Proposer shall be represented by a person or persons representing the Proposer who are familiar with all aspects of the Proposer’s Design-Build Proposal. At least one person acting on behalf of the Proposer shall have the power to speak with authority on behalf of the Proposer in regard to the Design-Build Proposal and to contractually bind the Proposer, without requiring further authorization of persons not present. No firm shall be represented and no person shall be present that is not directly interested and involved in the outcome of the RFP process; observers will not be permitted. If both Negotiations and Limited Negotiations are conducted, the person or persons having authority to contractually bind the Proposer shall be the same person or persons acting on behalf of the Proposer.

2. The date, time and place for Negotiations shall be scheduled by the District. Notice thereof shall be given separately to the Proposer or Proposers selected to engage in Negotiations.
3. The length of Negotiations shall be dictated by the subject matters discussed. Such time may be devoted as the RFP Selection Committee determines is appropriate and necessary. Negotiations may be held, in the discretion of District, in one or multiple rounds.

4. There shall be no disclosure to competing Proposers during Negotiations of prices or pricing information contained in competing Design-Build Proposals or of technical information that is, and that is appropriate marked as, “Proprietary Information” as defined in and required by the Instructions to Proposers.

5. District shall have the right to disclose and discuss with any or all Proposers technical information contained in a Proposal that is not “Proprietary Information” as defined in the Instruction to Proposers.

6. Negotiations may in a fair and impartial manner include “bargaining”, which includes persuasion, alteration of assumptions and positions, give-and-take, and may apply to price, schedule, technical requirements, and contract terms.
6.7 DEBRIEFING

After the Board of Trustees Action to Award the contract, the District will make available, for those unsuccessful Proposers requesting it, an opportunity for a debriefing. Debriefings will be conducted in accordance with the RFP Schedule. At the debriefing, Proposers will be provided with: (1) a summary of the District's evaluation of significant weaknesses or deficiencies in the Proposer's Design-Build Proposal; (2) the overall rating of the Proposer's cost and technical elements of its Design-Build Proposal; (3) the overall ranking of all Design-Build Proposals; and (4) a summary of the rationale for the Award. Copies of competing Design-Build Proposals and evaluation work sheets of the RFP Selection Committee will not be provided. Debriefings shall not include a point-by-point comparison of the de-briefed Design-Build Proposal with other Design-Build Proposals. Debriefings shall not include disclosure of any information prohibited from disclosure by Applicable Laws or exempt from release under Applicable Laws pertaining to release of public records, including, without limitation, information constituting trade secrets or other proprietary information.
ARTICLE VII - INSURANCE AND BONDING

7.1 PAYMENT AND PERFORMANCE BONDS, INSURANCE

Proposer which is selected for Award of the Design-Build Contract, shall possess and be required to submit evidence of: (1) sufficient bonding to cover the full contract price for non-design services utilizing bond forms included in the RFP Documents (2) errors and omissions insurance coverage sufficient to cover all engineering design and architectural services required by the Design-Build Contract; and (3) all other insurance coverage required to be provided by the Design-Builder, from an acceptable insurer, under the terms of the Design-Build Contract, including but not limited to:

<table>
<thead>
<tr>
<th>Description</th>
<th>Per Occurrence</th>
<th>Aggregate</th>
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<tbody>
<tr>
<td>- Public Liability Insurance for General Contractor and Architects’ injuries including accidental death, to any one person in an amount not less than o Subconsultants and Subcontractors of every tier</td>
<td>$2,000,000</td>
<td>$4,000,000</td>
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<td>- Property Damage Insurance in an amount not less than o Subcontractors of every tier</td>
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<td>- Excess Liability Insurance (Contractor Only)</td>
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<td>- Architect Professional Liability</td>
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<td>o Subconsultant Professional Liability</td>
<td>$1,000,000</td>
<td>$2,000,000</td>
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<td>- Automotive and Truck where operated</td>
<td>$1,000,000</td>
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<td>- Material Hoist where used</td>
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<td>- Builders Risk Insurance sufficient to cover the price of the completed project</td>
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<td>- Worker’s Compensation and other insurance as required by law and customary for similar construction project</td>
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<td>- Adhere to Insurance Requirements identified in the General Condition</td>
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ARTICLE VIII – OWNER PROVIDED ITEMS AND FF&E

8.1 OWNER PROVIDED ITEMS

The District will procure all Furniture, Fixtures and Equipment (FF&E) required for the operation of the facility. FF&E is described as any item NOT ATTACHED to the structures or grounds as would normally be interpreted by District. All items that are attached to the structures or grounds by any means, including, but not limited to: overhead projectors; projection screens; phone and data equipment; WIFI equipment; storage shelving; outdoor athletic and play apparatus; outdoor benches; bike racks; trash receptacles; trash compactors; and other similar items are to be provided by the DBE.

The Design-Builder shall facilitate the coordination of the purchase, delivery and storage of the FF&E by providing the following services: 1) interview the building users and other District and College officials staff and consultants (College) to determine their individual FF&E requirements; 2) design the interior spaces to adequately house and serve the FF&E items; 3) develop furniture and equipment layouts for each space in accordance with College requirements; 4) select and specify all Group 2 items. Group 2 is defined as non-affixed or installed furniture, fixtures or equipment. For example, chairs, non-affixed tables or desks, microscopes, notebook or desktop computers, etc.

The Design-Builder shall assist the District with the development and preparation of a Group 2 FF&E List and tracking report. The finalized purchasing list shall be completed and provided no later than 180 days prior to the earliest possible date that delivery may be accepted by College or substantial completion, whichever is earlier.

The Design-Builder shall include in its Base Price Proposal the cost of professional design services, onsite labor and other costs (excluding purchase, delivery costs, assembly and moving costs) related to this FF&E.

8.2. OTHER COSTS BORNE BY THE DISTRICT

1. Agency fees and permits;
2. Utility company/agency connection fees;
3. Inspector of Record fees;
4. Testing and Inspection (including specialty inspection);
5. Furniture, Fixtures and Equipment to be supplied by the District;
6. Unforeseen or differing site conditions;
7. Possible agency requirements not known at the time of contract award;
8. Acts of God; and
9. District scope changes
## ARTICLE IX - ATTACHMENTS

<table>
<thead>
<tr>
<th>Attachment</th>
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<tr>
<td>Attachment 1</td>
<td>Program and Criteria</td>
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<td>Programming Document</td>
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<td>Introduction</td>
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<td>Description</td>
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<td>Design Criteria</td>
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<td>Room Data Sheets</td>
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<td>Attachment 2</td>
<td>Division One Requirements</td>
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<td>Attachment 3</td>
<td>Technical Criteria</td>
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<td>Attachment 4</td>
<td>Reference Documents</td>
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<td>AIA IPD: A Guide</td>
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<td>Plans and Specifications Submission Standards</td>
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<td>Water Intrusion Prevention &amp; Building Enclosure Control Program</td>
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<td>Attachment 5</td>
<td>Existing Site Information</td>
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<td>Topography and Existing Utility Information</td>
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<td>Attachment 6</td>
<td>Geotechnical Information</td>
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<td>Attachment 7</td>
<td>Preliminary Project Schedule</td>
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<td>Attachment 8</td>
<td>Entry to Property Agreement</td>
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<td>Attachment 9</td>
<td>Agreement and General Conditions of the Design-Build Contract</td>
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<td>Attachment 10</td>
<td>Proposal Form and Agreement</td>
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<td>Attachment 11</td>
<td>Non-collusion Affidavit</td>
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<td>Attachment 12</td>
<td>Letter of Organization</td>
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<td>Attachment 13</td>
<td>Bond Forms</td>
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<td>Performance Bond</td>
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<td>Payment Bond</td>
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<td>Attachment 14</td>
<td>BIM Standards</td>
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