



# MIRACOSTA COMMUNITY COLLEGE DISTRICT

## REQUEST FOR PROPOSALS (RFP)

### DESIGN BUILD SERVICES

AT

#### OCEANSIDE

1 Barnard Drive,

Oceanside, CA 92056

Project Name: New Arts Media Building

Project No.: **04215**

Procurement No: MM-20-006

**Proposals Due: October 14, 2020 before 2:00 PM**

SUBMIT TO:

Heather Skaife

Contracts and Procurement

Measure MM Bond Program Management Office

1 Barnard Drive, T120

Oceanside, CA 92056

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## **1. INVITATION TO SUBMIT PROPOSALS**

The MiraCosta Community College District (“District” and/or “MCCD”) intends to modernize and improve the Oceanside campus using the Design-Build Delivery (“DB”) method authorized by California Education Code sections 81700 et seq., and other applicable laws, to build a New Arts Media Building (hereinafter sometimes referred to as the “Project”). The term “Project” as used in this Request for Proposals (RFP) means the design and construction of all structures, buildings, site work, landscaping, irrigation, on-site work, off-site work, demolition, and other improvements to real property of every kind and nature provided for or reasonably inferable from the Construction Documents as approved by the District at the end of the Design through Agency Approvals Services for the project involved in this procurement.

If you are receiving this RFP, you are in the Finalist Group and are eligible to submit a proposal in response to this RFP. The Finalists’ proposals submitted in response to this RFP will then be scored, evaluated, and a successful Design Build Entity (“DBE”) will be identified for award of a Design Build Contract using a “Best Value” (qualitative) method of selection. The District reserves the right to increase or decrease the number of firms in the Finalist Group as it determines to be in its own best interests. During this RFP phase, the fact that a proposal receives the highest score on points does not necessarily mean that such a Proposer will be awarded the Contract.

### **Note:**

On October, 18, 2018, April 18, 2019, May 16, 2019, November 21, 2019 and April 16, 2020, May 14, 2020, the Board of Trustees made certain findings and approved specific materials, products, systems, services, and/or things pursuant to the exception found in Public Contract Code section 3400 (c) (2). The Board of Trustees’ findings and conclusions, as well as a list of those specific materials, products, systems, services, and/or things are all set forth in the Resolutions passed by the Board of Trustees of the same dates which is set forth in Section 9 of this Request for Proposals document.

### **Note:**

**New DLSE/DIR Registration Requirements.** The Design Build Contractor (sometimes hereinafter referred to as the “Contractor” and/or “Design Build Entity” (“DBE”)) and the Subcontractors, of every Tier, shall be registered with the Department of Industrial Relations pursuant to Labor Code §§ 1725.5 and 1771.1 for the duration of time that Contractor is performing the Work under the Contract Documents. Neither Contractor nor any Subcontractor shall be qualified to submit a Proposal or be listed in a Proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of Work under the Contract Documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. Contractor shall not enter into any subcontract without proof of the potential Subcontractor’s registration. If an unregistered Contractor submits a proposal, the District will deem such proposal non-responsive. If any unregistered Contractor or Subcontractor performs Work on the Project at any time, the District has the right to cancel the Contract for cause.

**Note:**

**Governmental Authority Review Period.** "Governmental Authority Review Period" means a reasonable time under the circumstances regardless if anything is stated elsewhere in the Contract Documents to the contrary. Should the Design-Builder have any doubts or questions, it must express same before submitting its Proposal in response to the Request for Proposals, or any such claim and/or contention is waived.

The Design Build Contract with the District, if awarded, will be awarded to one Finalist firm. The Board of Trustees for the District will issue a written decision supporting its Award of the Design-Build Contract as required by applicable law, stating in detail the basis of the Award. The identity of the successful DBE shall be publicly announced, along with its overall combined rating on the RFP evaluation, the District's ranking of the successful DBE in relation to the other Proposers and their respective price proposals, and a summary of the District's rationale for the Award.

A comprehensive list of reference materials has been developed by MCCD and Oceanside ("Campus") and is provided with this RFP as Appendix A. Selected Finalists shall take these reference materials into consideration in the development of their Proposal for this Project. These reports, documents, and other information, however, are provided as "Information Available" for the Project and for reference only. The reports, documents, and other information are not, and shall not become, part of the Contract Documents for the Project. The District makes no representation or warranty as to the accuracy and/or completeness of the information contained in the reports, documents, and other information, and hereby specifically disclaims the accuracy and/or completeness of such reports, documents, and other information. The District has no independent information, independent knowledge, and no expertise, as to what the contents of the reports, documents, and other information mean, and/or how same may or may not affect construction of the anticipated Project. The District makes the disclosure of the existence of the reports, documents, and other information, and all of their contents to ensure that the reports, documents, and other information, and their contents are made known and available to the DBE. The DBE is solely responsible for determining any impact on the Project and the DBE's pricing and costs regarding this Project relating to the contents of the reports, documents, and other information provided for "Reference Only". This Disclaimer shall be read as if it is set forth on the face page of all the documents provided as "Information Available" and/or as "Reference Documents".

By issuing this RFP, the District hereby extends an invitation to submit proposals in accordance with this RFP.

All information submitted to the District shall become the property of the District and will be returned to the Finalist at the District's option.

There are no expressed or implied obligations for the District to reimburse responding firms for any expense incurred in preparing a Proposal in response to this RFP.

The District reserves the right to reject any or all of the submitted Proposals at any time if it deems doing so to be in its own best interests.

## **2. INTRODUCTION AND BRIEF BACKGROUND: DISTRICT & PROJECT**

### **2.1. About the District**

Established in 1934 and known then as the Oceanside-Carlsbad Junior College Department of Oceanside High School District, the MiraCosta Community College District is located in San Diego County, along the Southern California Coast, between Orange County to the north and metropolitan San Diego to the south, with three campuses serving nearly 25,000 students. The District is part of the statewide California Community College system. It is governed by an elected seven-member Board of Trustees. Each member represents and must reside in a specific area of the District and serves a term of four years. The District is 35 miles north of San Diego and 90 miles south of Los Angeles. The District includes the cities of Oceanside, Carlsbad, Encinitas, Rancho Santa Fe, Solano Beach, Del Mar, the unincorporated areas of La Costa, Olivenhain, and portions of Carmel Valley and Camp Pendleton Marine Base.

The District's three campuses, which range in size from seven and one-half to over one hundred twenty acres include: Community Learning Center, Oceanside Campus and San Elijo Campus. The District also offers classes at off-campus sites, including the Technology Career Institute, which is part of the District's MiraCosta College's Community Education & Workforce Development department. The District is accredited by the Accrediting Commission of Community and Junior Colleges, Western Association of Schools and Colleges.

It has been more than 50 years since the District passed a bond measure to repair or improve its facilities. On November 8, 2016, the voters approved Measure MM, which will generate \$455 million to upgrade the District's facilities. The proceeds of this bond are being used for the construction, repair, improvement, upgrade and adaption of District buildings, classrooms, and other facilities ("Bond Program") to meet the changing needs of students and the community. Additional information on the Bond Program may be obtained by visiting the District's website at <http://www.miracosta.edu/>.

### **2.2. District's Representative**

Once the DBE is selected through the RFP process, the selected DBE's primary channel of communication to the District for the Project will be through the District's Representative. The District has selected a construction management firm, Kitchell CEM, as the District's Representative. The District's Representative (sometimes also referred to in all documents forming part of this RFP as the "Program Management Office" ("PMO") and/or "Owner's Representative" and/or Construction Manager and/or CM) shall also act as the District's liaison with the DBE.

The District may also designate multiple other representatives responsible for certain defined aspects of this Project and may replace or re-designate, in writing, any or all representatives at the District's sole discretion. Nevertheless, the District's Representative is the primary channel of communication and point person "day to day" on behalf of the District for this Project.

The District, the District's Representative, the DBE, and other sub-consultants have and/or will have varying duties with respect to communication and decisions required in the delivery of the Project under this procurement and for contracting purposes. It is the DBE's sole responsibility to determine, based on the Contract Documents, which representatives can bind the District to any decisions made. **Absent express authority in writing signed by the District's Vice-President for Administrative Services**

(“VP”), only the District’s VP and the PMO can make a decision, if it is in writing, and bind the District. The PMO’s ability to bind the District is limited as set forth and described in the Contract Documents issued at time of award. It is the DBE’s obligation to contact the District’s VP if the DBE has any questions about the PMO’s limits on its authority to bind the District. The PMO, CM, Campus Dean, Campus Administrators, Campus Faculty, Campus Facilities Personnel, and anyone else affiliated with the Campus, are **not authorized** to make a change to the Contract Documents and/or the Project unless expressly stated in the Contract Documents that they may do so. Should the DBE rely on these other representatives or their conduct, the DBE does so solely at its own risk and expense. Information from the DBE required or requested in aid of these decisions, and to the DBE with respect to all such decisions, shall be communicated either through or with the knowledge of the District’s Representative who is the PMO. In the event of any disagreement or dispute between members of the project team regarding this Project, the District’s VP will be the final decision-making authority for this Project. Only the District’s VP, Tim Flood, can approve change orders/partial change orders based on his delegated authority from the Board.

### 2.3. Tentative Procurement Schedule

The District reserves the right to change any date(s) listed in the Tentative RFP Procurement Schedule. Any changes will be made only by Addendum.

The Tentative RFP Procurement Schedule is as follows:

RFP distributed to Finalists	August 28, 2020
Deadline to Submit Request for Clarification	September 10, 2020
Conceptual Collaboration Exercise (Tentative)	Week of Sept 21, 2020
Last Day for District to Issue Addendum (Tentative)	October 2, 2020
Deadline for Submission of Proposals before 2:00 PM	October 14, 2020
Final Presentation (Tentative)	Week of Oct. 26, 2020
Discussions and/or Negotiations (Tentative/At District’s Discretion)	Week of Oct. 26, 2020
Notice of Selection (Tentative)	November 2, 2020
BOT Approval (Tentative)	November 19, 2020

### 2.4. General Description of the Project

Upon award of the contract, and upon issuance of a notice to proceed (“NTP”) from the District, the DBE shall provide services as required by the Contract. All Designs shall comport with the Initial Project Criteria Documents, the respective construction and other durations, and the Advertised Construction Estimates. The DBE shall design and build the Project subject to the intent of all documents issued with the RFP, all of which taken together shall constitute the “Initial Project Criteria”, whether expressly labeled as such or not. Submittals and Agency approvals will be required by the California Division of the State Architect (DSA), responding Fire Department, MCCD, the Campus, County Health Department (if applicable) and any other Agencies Having Jurisdiction (AHJ).

## **2.5. Project Summary**

For further Project details, please see the following Exhibits to Attachment 20 (Design Build Contract) to this RFP:

Programming and Collaboration Phase Services - Exhibit 1;

Design through Agency Approvals Phase Services - Exhibit 2;

Construction Phase Services - Exhibit 3;

Supplementary Conditions - Exhibit 10;

Initial Project Criteria - Exhibit 13;

District Standards - Exhibit 18;

Architectural Guidelines - Exhibit, 19; and without limitation, see all other Contract Documents and RFP Documents listed in Section 8 below.

### **2.5.1. 04215 New Arts Media Building**

The New Arts/Media Services Building will house a variety of functions, serving the students of the arts hub and the campus as a whole. It will include a spacious new Art Gallery, a 40-person classroom, student study spaces, faculty offices, the Media Arts labs, a coffee cart-type element, and extensive display areas for student art. It will provide dedicated student-friendly study and collaboration spaces. Proposed as a single-story facility, the building will have a strategic path of engagement to the campus promenade.

See Exhibit 13 to Attachment 20 for additional project description.

## **2.6. Advertised Construction Estimate**

The Advertised Construction Estimate for the Project is established by the District. This includes: Construction Phase Services, the hard cost of Construction; applicable insurances; and payment and performance bond premiums. Other miscellaneous construction related costs not specifically accounted for above, that are normally included in projects of this type, are assumed to be included in the amounts listed below.

The Advertised Construction Estimate does not include: Programming and Collaboration Phase Services or Design through Agency Approvals Phase Services for the Project. Each of the foregoing will be separately proposed, see Attachment 1.

The Project has a total Advertised Construction Estimate of Sixteen Million Five Hundred Thousand dollars (\$16,500,000).

## 2.7. Project Durations by Phase

The selected DBE shall be responsible for providing a complete, fully functional, and operational Project, estimated ready for occupancy (Substantial Completion) in compliance with the durations below.

The District will issue Multiple Notices to Proceed (NTP's), one NTP will be issued for each phase of the Project. The Project has three (3) phases each requiring a separate NTP to be issued by the District before the DBE can proceed: Programming and Collaboration Phase Services; Design through Agency Approvals Phase Services; and Construction Phase Services.

The durations for each Phase of the Project are as follows:

	<b>Project 04215 OC New Arts Media Building</b>
<b>Programing and Collaboration Phase Services</b>	60
<b>Design through Agency Submittal Services Phase</b>	325
<b>Anticipated Duration for Agency Approvals</b>	150
<b>Negotiation of Final GMP</b>	90
<b>Construction Phase Services</b>	500
<b>Substantial Completion</b>	December 2023
<b>Final Completion</b>	March 2024

### NOTES:

Duration periods based on calendar days.

## 2.8. Liquidated Damages

Liquidated Damages apply to the Construction Services Phase only and are as follows:

<b>Liquidated Damages</b>		<b>Against the DBE</b>
Project	04215 New Arts Media Building	\$3,000 per day

## 2.9. District Controlled Contingencies

The District has not identified any Project Contingencies at this time. This may be reserved for future use as the District determines.



## **2.10. General Scope of Services – After Contract Award**

The selected DBE and its members will be integral members of the overall Project team, along with representatives from the District and project-related jurisdictional agencies, as required for each Project.

The DBE will be required to work closely with the District, PMO, District's other representatives, and other consultants, in order to develop plans that best serve the District's needs. It is anticipated that multiple meetings will be required to achieve this goal.

It will be the responsibility of the DBE to program, design and construct the Project, utilizing its skill and knowledge regarding sustainable design, long-term maintenance, construction, and overall project delivery.

### **2.10.1. Environmental**

- California Environmental Quality Act (CEQA) compliance
- Ensure Project compliance with the approved environmental document.
- Secure District approvals as requested

### **2.10.2. Planning & Entitlement**

- Secure District, DSA, and all other governmental approvals as required. See also section 2.4.

### **2.10.3. Design & Construction**

The DBE shall be responsible for all "turnkey" design and construction services required for the completion of Project, including but not limited to:

- Verification/critique of the Initial Project Criteria, and development of the full Project Programming requirements.
- Architectural and Engineering (A&E) services including collaboration, schematic design, design development, and construction documents.
- Develop and prepare plans and specifications, Construction Documents ("CDs"), and submit to the District for review and approval.
- Design and construction of Project in compliance with any and all applicable codes, rules/regulations, laws, and MCCD standards as applicable.
- Design using "green building" principles.
- Coordination with the District to procure/process any required easements. Any easements the District is aware of are and/or will be set forth in other RFP Documents such as, but without limitation, the Initial Project Criteria and/or Reference documents.
- Start-up and commissioning of Project building systems.

- Commissioning Agent (including all customary services included for a similar project) will be a part of the DBE team. DBE will directly contract with Commissioning Agent and hold any liabilities as related to this scope of work.
- The successful DBE shall hire, and/or have its Architect hire, a geotechnical firm/consultant for the purposes of designing and performing geotechnical services during the Design through Agency Approval Phase Services and during the Construction Phase Services for each Project. During the Construction Phase Services, the District will hire a firm and pay for the required inspections of the geotechnical work. Required DSA forms will be filed out by the appropriate geotechnical and/or inspection firms as required by DSA.
- Utilize BIM in the project delivery. The District reserves the right to modify this BIM requirement in the District's discretion as part of negotiations or further RFP process.

#### **2.10.4. Permitting**

- Identify and obtain all required permits, inspections, and approvals for Project.
- Facilitate and manage the permitting process, secure any and all AHJ, City, and DSA issued building permits and all other jurisdictional permits required to construct Project, if applicable.
- The District will pay the costs of all required permits and approval fees to third party agencies having jurisdiction over the Projects.
- Coordinate, apply and secure all applicable rebates on behalf of MCCC as available for Project, if any.

#### **2.10.5. Post-Construction**

- Train District employees in the use, operation, and maintenance of systems and equipment.
- Provide all operation manuals and documents.
- Provide Warranty maintenance services and warranties from all subcontractors.
- Provide all "as-built" and record documentation required by the Contract Documents.

### **3. IDENTIFICATION OF THE RFP DOCUMENTS**

This RFP is comprised of the RFP document itself and its twenty-one (21) "Attachments". There are also many Exhibits to the Sample Design-Build Contract (Attachment 20). All Attachments and Exhibits are a part of the RFP Documents. A complete list of Attachments and Exhibits is set forth in Section 8 of this RFP document.

This RFP may be altered, modified, changed, and/or amended only by Addenda as described below.

### **4. RFP PRICING AND THE SELECTION PROCESS**

#### **4.1. Pricing**

Based upon the RFP requirements, each Finalist shall submit a Price Proposal Form for the following pricing components listed in the Price Proposal Form. This form is included as Attachment 1 to the RFP. Review the entire RFP for further instructions.

- A Lump Sum amount for all Programming and Collaboration Phase Services.
- A Lump Sum amount for all Design through Agency Approval Phase Services.
- DBE's Fee for Overhead and Profit stated as a percentage of DBE's Construction Phase Guaranteed Maximum Price (no more than two (2) decimal points).
- DBE's General Conditions costs stated as a percentage of DBE's Construction Phase Guaranteed Maximum Price (no more than two (2) decimal points).

At the conclusion of the Design through Agency Approvals Phase, DBE shall submit to District a Guaranteed Maximum Price for Construction Services.

The selected DBE may retain and involve any trade contractor(s) it deems advisable as part of the DBE Team for the performance of Programming and Collaboration Phase Services and/or Design through Agency Approval & GMP Phase Services. The Lump Sum amounts submitted by the DBE in its Proposal for Programming and Collaboration Phase Services and/or Design through Agency Approval & GMP Phase Services shall include the costs of any and/or all of such trade contractor(s). The DBE's Proposal should identify if any trade contractors are part of the DBE's Team and explain why. The fact that the DBE retains and involves trade contractor(s) as part of the DBE Team for the performance of Programming and Collaboration Phase Services and/or Design through Agency Approval & GMP Phase Services is without prejudice to the requirements of the "Open Book" subcontractor bids/proposals, without limitation, the requirement to submit three bids/proposals per subcontractor trade package and does not mean that the trade contractor(s) will receive a subcontract for Construction Phase Services. It is up to each Finalist to determine whether it wishes to use any trade contractor(s) as part of the DBE Team for the performance of Programming and Collaboration Phase Services and/or Design through Agency Approval & GMP Phase Services, subject to the above conditions and as set forth elsewhere in the RFP Documents, and submit the cost of same as part of its Proposal and/or Best & Final Offer.

#### **4.2. Scoring**

The maximum points available are **750**.

##### **4.2.1. Proposal**

- The scoring for the Technical Proposal will be based on a maximum of **450** points available.

##### **4.2.2. Price**

- Proposer's Price that was submitted in a separate, sealed envelope will be opened after the Conceptual Collaboration Exercise and Presentation are scored. Points will be awarded relative to all other Proposers' prices based on 75 maximum points possible for the lowest total proposed price.

- Lowest total Price Proposal will be awarded the full 75 points. For the second lowest price proposal - lowest price proposal will be divided by second lowest price proposal and multiplied by 75 to determine points awarded; and so on. As an example, if price proposal A is \$1,000,000 and price proposal B is \$1,250,000, then Proposer A is awarded 75 points and Proposer B is awarded 60 points ( $\$1,000,000 / \$1,250,000 \times 75$  points).

#### **4.2.3. Conceptual Collaboration Exercise and Final Presentation**

- Proposers shall participate in a Conceptual Collaboration Exercise which will culminate with a Presentation of the DBE team's "Big Idea" concept. The scoring for this exercise will be based on a maximum of **225** points available. The Rules and expectations for the exercise are found in Attachment 18 to the RFP.
- The Conceptual Collaboration Exercise is scheduled for the week of September 21, 2020 – specific time slots and locations will be sent to the Proposers by email.
- The Final Presentation is scheduled for the week of October 26, 2020– specific time slots and locations will be sent to the Proposers by email.
- Confirmation and schedule for the Meetings and Presentation will be sent via e-mail.
- It is the sole responsibility of a Proposer to monitor its e-mail for any and all procurement updates.

Note: The total maximum points possible for the RFP scoring is **750** points, calculated as follows:

<b>TECHNICAL PROPOSAL</b>		<b>TOTAL: 450 POINTS</b>
	Overall Management Approach & Technical Expertise	100 points
	Collaboration and Integration	50 points
	GMP Development Plan & Schedule	50 points
	Programming & Design Concepts	25 points
	Design Sustainability & LCA	75 points
	Skilled Labor Force Availability	75 points
	Safety Record	75 points
<b>PRICE PROPOSAL</b>		<b>TOTAL: 75 POINTS</b>
<b>COLLABORATION EXERCISE &amp; FINAL PRESENTATION</b>		<b>TOTAL: 225 POINTS</b>
	Conceptual Collaboration Exercise	125 points
	Final Presentation	100 points
<b>TOTAL RFP POINTS</b>		<b>750 POINTS</b>

#### **4.3. Final Selection Process**

Through the RFQ process, the District has identified three (3) Applicants who are receiving this RFP.

**Following submission of the Proposals, the following may occur, at the District's sole discretion:**

- After the Proposals are scored, the Final Selection Process will take place:
- Discussions, and/or Negotiations may take place. These are closed to the public. The Rules for Discussions and Negotiations are set forth elsewhere in this RFP and in Attachment 19 to the RFP.
- Finalists may or may not be asked to submit one or more "Best and Final Offers" to the District, subject to the Rules for Best and Final Offers set forth elsewhere in this RFP.

The process and conditions for Best and Final Offers are found in Section 7.2 of the RFP.

- While the District will use the scoring outlined above as a guide as to assess the respective strengths of each Finalist's Proposal, the procurement and final selection for award remains a qualitative based selection process as the District determines to be in its own best interests. This means that the District is not bound to award to the Finalist who "scores" the highest point total. In addition, the District reserves the right not to award to any of the Finalists. Due to Bond limitations, the District has a certain amount of funding available for the Project and this must be considered in awarding each Contract.

### **5. INSTRUCTIONS REGARDING SUBMISSION OF PROPOSALS**

#### **5.1. Format of Submission of Proposal**

##### **5.1.1. Electronic Copies**

Proposers shall submit one (1) electronic copy of its Proposal on a permanently marked digital device such as a USB flash drive. Each section of a DBE's Proposal shall be separated by labeled dividers. The DBE's Proposal shall be limited to a maximum of sixty (60) pages, with a minimum font size of eleven (11). The page limitations do not include: divider sheets, figures or charts, slip sheets, or the Required Forms identified herein. The fonts used in page footers or graphics captions may be smaller than 11 point.

Each envelope containing DBE's Proposal and other packaging shall be labeled with the information set forth below.

If a specific requirement set forth elsewhere in the RFP Documents requires that a particular section of the DBE's Proposal be submitted separately, then the DBE shall place the particular section in a separately and clearly marked folder in the electronic copy of its Proposal as instructed. Additionally, DBE shall provide a cover page accompanying the separate section, stating the title of the section as described in the RFP Documents and a cross-reference citing the portion of the RFP Documents where submittal of such separate section is provided for. DBE shall also insert in the appropriate place in the main body of its Proposal a slip-sheet referring to the fact that the section is being

separately submitted in accordance with the RFP requirements. The separate section shall be included on the same permanently marked digital device, such as a USB flash drive, as the main body of the DBE's Proposal.

Similarly, Proposers shall place each of the following in separate folders on the same permanently marked digital device, such as a USB flash drive, as the main body of the DBE's Proposal: Price Proposal (Attachment 1), Summary of Costs & Price Proposal Breakdown (Attachment 2), and Proposal Bond (Attachment 14).

### **Instructions for Packaging the Electronic Device:**

The electronic storage device shall be placed inside a protective cover in the envelope or other packaging by which Proposer submits Proposal. Both the electronic storage device and the envelope or other packaging shall be clearly and permanently labeled.

#### **5.2. Price Proposal Form**

The Price Proposal Form is Attachment 1 to the RFP. Proposers shall submit one (1) electronic copy of the form in one separate and clearly marked folder and included on the same permanently marked digital device, such as a USB flash drive, as the main body of the DBE's Proposal.

#### **5.3. Summary of Costs & Price Proposal Breakdown**

The Summary of Costs & Price Proposal Breakdown is Attachment 2 to the RFP. Proposers shall submit one (1) electronic copy of the form in the same folder as the Price Proposal Form (above).

#### **5.4. Proposal Bond**

The Proposal Bond is Attachment 14 to the RFP. Proposers shall submit one (1) electronic copy of the form in the same folder as the Price Proposal Form (above).

#### **5.5. Contents of Proposals**

##### **5.5.1. Create a Cover Page for your Proposal**

In addition to anything else on the cover page, the Cover Page should state:

[Name of the DBE]  
OCEANSIDE  
1 Barnarde Drive  
Oceanside, CA 92056  
New Arts Media Building  
PROJECT NO. 04215  
Procurement No: MM-20-006

##### **5.5.2. Create a Table of Contents for your Proposal. (not scored)**

##### **5.5.3. Create a Cover Letter/Letter of Interest for your Proposal. (not scored)**

The letter must be no more than two (2) pages and must be signed by a representative(s) of the DBE with authorization to bind the DBE (e.g., Architect/Engineer and Contractor). The letter should include the name(s), address (es), telephone number(s) and fax number(s) of each team member's main office.

**5.6. Required Narratives (Maximum 450 points available)**

Proposers shall submit as a part of their DBE Proposal the narratives specified below. Each narrative shall be divided into sections, with each new section starting at the top of a new page and bearing a title corresponding to titles given in the following sections/paragraphs below.

**5.6.1. Overall Management Approach, Design-Build Team & Technical Expertise:  
(Maximum 100 points possible in this section)**

- a. Proposers shall prepare a narrative of no more than sixteen (16) pages in length, summarizing:
  - (i) A plan for evaluating the requirements of the Initial Project Criteria, issued as part of the RFP, and applying it to the Project's Final Programming and Criteria Document, as developed by the DBE during the Programming and Collaboration Phase Services, and then implementing the Final Programming and Criteria document into the final design of the Project.
  - (ii) Potential issues or concerns that Proposer will include in the Design for the Project.
  - (iii) Describe if and how the design team will incorporate BIM in the project delivery.
  - (iv) Methodology and/or approach for coordination with utility providers.
  - (v) Recommended approaches to addressing what the Proposer considers the three (3) most critical issues related to the conversion of the Initial Project Criteria into the Project's Final Programming and Project Criteria document and then converting the Project's Final Programming and Criteria Document into Construction Documents for the Project.
  - (vi) Architect to describe any "lessons learned" on previous design and/or construction of similar building projects.
  - (vii) General Contractor to describe any "lessons learned" on previous construction of similar building projects.
  - (viii) Proposer's construction QA/QC approach for establishing, integrating, and maintaining quality and coordination among Subcontractors and Sub-consultants; and

- (ix) Recommended approaches to addressing what the Proposer considers the three (3) most critical QA/QC issues related to the integration of design and construction.
  - (x) Proposed site logistics map and narrative that would minimize disruption to campus operations during construction of the New Arts Media Building (The one-page map may be 11" x 14" or 11" x 17" fold-out and is not included in page count).
- b. Design Build Team Organization and Personnel: Proposers shall submit their complete Team Organization (expanding upon the key personnel submitted by Proposer to the District during the Request for Qualifications part of this procurement), including proposed design consultants, support personnel, and design-assist and/or design-build subcontractors, if any. Describe how this team intends to interact with the District and PMO, including any issues escalation processes. Describe the specific responsibilities of key personnel during each of the Programming and Collaboration, Design Approval and Construction phases of work.
  - (i) If there are changes to the key individuals from the organization submitted by Proposer during the Request for Qualifications part of this procurement, Proposer shall fully disclose the names of those individuals who have been removed, substituted, or added, and any changes in the scope of assignments to be performed by any individual listed in the organization chart. Resumes shall be included for any personnel listed on the organization chart submitted with the Proposal who were not listed in the Request for Qualifications part of this procurement along with a formal request for substitution.

**5.6.2. Collaboration and Integration: (Maximum 50 points possible in this section)**

- a. Proposers shall prepare a narrative of no more than ten (10) pages summarizing:
  - (i) A plan for continuous collaboration with the District and PMO throughout the construction process.
  - (ii) How and when the Proposer intends to involve the stakeholders in the programming and design process and how the review comments from the stakeholders and PMO team will be incorporated into the Final Programming and Project Criteria Document and the subsequent design.
  - (iii) Describe how the Team will integrate both design and construction professionals early in the design, and overall concepts for a highly integrated project delivery.
  - (iv) Describe how Team Members have utilized innovative design and construction techniques and/or state of the art technology on previous projects to achieve the owner's goals, Design Excellence, increase safety, and/or enhance communication and collaboration.



**5.6.3. GMP Development Plan and Schedule: (maximum 50 points possible)**

- a. Proposers shall prepare a narrative of no more than six (6) pages in length, summarizing the following:
  - (i) Review and comment on the adequacy of the Project budget. Describe how design target budgets will be established and monitored to achieve the budget goals committed to herein.
  - (ii) Describe how the Design-Build team will participate together in: the design, design review, constructability review, estimating, value engineering, scheduling and phasing, construction methods, materials, equipment and systems, and recommendation of specific building systems and materials and/or methods to maximize and achieve a GMP within the Project budget.
  - (iii) How the Proposer will address and mitigate the following potential schedule issues: tasks by all parties; regulatory and District approvals; sufficient periods of time for document review; campus activities affecting the Project; significant milestones; training; consultant and subcontractor selection; furniture installation; occupancy milestone; commissioning; and weather impacts.
  - (iv) A single Design-Build Schedule for the Project, showing award through completion and closeout, to be ultimately delivered by the selected Proposer, illustrated on a milestone schedule on a single 11" x 17" fold-out page (not included in overall page count) containing no more than one hundred (100) activities and including major milestones such as design, DSA approval, major components of construction, and the proposed dates of Substantial and Final Completion; and
    - a. An explanation of how the Design-Build Schedule will be maintained and, in particular, what management techniques will be utilized to adhere to the Design-Build Schedule in the event of unforeseen Delays.
  - (v) A narrative that describes what the Proposer foresees as the three (3) most critical schedule milestones, including any preemptive activities the Proposer will undertake to overcome these potential critical schedule milestone dates.

**5.6.4. Programming and Design Concepts: (maximum 25 points possible)**

- a. Proposers shall prepare a narrative of no more than eight (8) pages in length that addresses in detail the following:
  - (i) Proposers initial, overall "Big Idea" programming and design concepts. This may include building massing/stacking/test fit ideas; Departmental move transition planning; innovative materials and processes; design solutions that provide improvements to student experience; wayfinding concepts; and, other ideas to maximize efficiency of space for students and faculty,

and create a comfortable and advanced 21<sup>st</sup>-Century learning space through the development of this project.

- (ii) As these ideas will be further developed during the Conceptual Collaboration Exercise, any sketches, diagrams, and plans included in the Technical Proposal should be very schematic in nature.
- (iii) Describe how your team proposes to manage development of the programming and design up to a point when the Owners team and Design-Builder determines that the scope is defined well enough to allow execution of the second phase of the contract.
- (iv) Proposer's design Quality Assurance/Quality Control (QA/QC) approach for establishing, integrating, and maintaining design quality and coordination among design disciplines (e.g., architect, civil, structural, mechanical, electrical, landscape);

**5.6.5. Design Sustainability and LCA: (maximum 75 points possible)**

- a. The Basis of Design Narratives described below shall include not more than twelve (12) pages with sufficient detail so as to enable the District to fully evaluate the Proposer's strategy to meet functional, environmental and visual requirements of the College, with specific reference to the following:
  - (i) Recognizing the limited resources available to the College for maintenance and operations, the achievement of the lowest possible life cycle costs for the building. The District will evaluate this section based on how well Proposer describes its strategy for construction document design solutions that include the benefit of life cycle savings, including but not limited to the following:
    - 1. HVAC initial and O&M costs over 30 years and utility savings;
    - 2. Building envelope system initial and O&M costs over 50 years and utility Savings; and
    - 3. Include all assumptions used to calculate life cycle costs including utility rates.
  - (ii) A description of how innovative products, materials and methods relating to the following building elements are incorporated to meet the sustainability and low life cycle cost goals:
    - structural system;
    - interior and exterior materials and systems;
    - HVAC system(s) and natural ventilation;
    - Interior air quality;

- lighting and day lighting systems;
- building orientation and sun control;
- water consumption; and
- energy consumption

**5.6.6. Skilled Labor Force Certification: (maximum 75 Points possible in this section)**

- a. Will the Proposer's General Contractor (or, the DBE, if it acts as its own general contractor) participate, and/or ensure that all subcontractors participate, in an agreement with a registered apprenticeship program, approved by the California Apprenticeship Council, which has graduated apprentices in each of the immediately preceding five (5) years? See Attachment 12 to the RFP and return Attachment 12 with your proposal.
- b. In addition, the Proposer shall provide a narrative of no more than four (4) pages to propose a plan that will provide outreach to the local community, emphasizing those areas within a 15 mile radius of the project, but encompassing the boundaries of San Diego County for providing opportunities of employment to the surrounding neighborhoods. This Local Worker Hiring Program shall be developed in addition to the requirements for a Skilled Labor Force defined in the RFP.

**5.6.7. Safety Record: (maximum 75 Points possible in this section)**

- a. Proposers shall prepare a narrative of no more than four (4) pages in length that addresses the Design-Build Team's culture of safety, specific strategies to ensure student and faculty safety throughout the project, and any other project-specific safety plans.

In addition, complete and return Attachment 13 to the RFP which requires a one-page summary of the General Contractor's safety record, including but not limited to:

1. EMR Rating for the last three (3) years  
2017\_\_\_\_\_2018\_\_\_\_\_2019\_\_\_\_\_;
2. Number of serious or willful safety citations in last ten (10) years \_\_\_\_\_.
3. Annual TRIR for the last three (3) years and attach annual filing documents;  
2017\_\_\_\_\_2018\_\_\_\_\_2019\_\_\_\_\_;
4. Number of fatalities within last 10 years, and attach OSHA 200/300 logs; and
5. Contractor's Standard Industrial Classification (SIC) code \_\_\_\_\_ and North American Industry Classification System (NAICS) code \_\_\_\_\_

See Attachment 13 to the RFP and return this document with your Proposal.

**5.6.8. Required Documents and Forms to be submitted with Proposal**

Proposer must fill out and insert in its Proposal the following **documents and/or forms (Attachments 1 through 14)**. These Documents/Forms must be filled out, signed, notarized where required, and submitted as part of the Proposal. Use of these District-supplied forms is mandatory. Proposer may not alter the forms. Altered forms may cause the Proposal to be found “non-responsive,” in the sole discretion of the District. The required documents/forms shall be submitted as part of the Proposal in the following order:

RFP Attachment No.	Document Name
1	Price Proposal Form
2	Summary of Costs/Price Proposal Breakdown
3	Declaration of Sufficiency of Funds
4	Acknowledgement of Addenda
5	Proposer Declaration
6	Non-Collusion Declaration
7	Non-Discrimination Declaration
8	Conflict of Interest Certification
9	Authority to Release Information Form
10	Evidence of Insurance
11	Proposer Representations and Certification Form
12	Certification of Skilled Labor Force Availability
13	Safety Record Statement
14	Proposal Bond

**or further instructions on the number of forms to be submitted, please see the forms themselves and the instructions set forth therein.**

**5.7. Where to Submit Proposal**

**Proposal shall all be placed in a sealed envelope, addressed and delivered or mailed to:**

Heather Skaife  
Contracts & Procurement Manager  
MiraCosta Community College  
1 Barnard Drive  
Oceanside, CA 92056

**On the outside of the envelope, write:**

**[name of the DBE]  
Proposal for Design Build Services**

**OCEANSIDE  
1 Barnard Drive  
Oceanside, CA 92056**

**New Arts Media Building  
PROJECT NO. 04215  
PROCUREMENT NO. MM-20-006**

**5.8. Proposal Deadline**

**All Proposals must be received no later than 2:00 PM on October 14, 2020.**

A date and time stamped receipt will be issued for verification that your Proposal was received before the deadline, if hand delivered.

Any Proposal received after this deadline may not be considered. Faxed or e-mailed Proposals will not be accepted.

Deadlines may be extended by Addenda sent via e-mail. It is the sole responsibility of a Proposer to monitor their e-mail for any and all Addenda and to be completely familiar with the contents thereof.

**5.9. Proposer Questions Regarding the RFP**

All questions and issues regarding the RFP process, requirements, criteria, and/or information, must be submitted electronically by sending an e-mail to the following:

[mccdbondprocurement@kitchell.com](mailto:mccdbondprocurement@kitchell.com)

**5.10. Deadline for Proposer Questions**

The MiraCosta Community College District will only communicate with one person per Proposal. It is the responsibility of the Proposer to ensure that the District has the correct name and address of the contact person, phone number, and e-mail address. All changes to this RFP will be made only through written addendum issued via e-mail. No other changes are authorized.

**All questions must be submitted as instructed above. No questions received after September 10, 2020 will be responded to.**

**No email or telephone call questions will be responded to.**

**It is the responsibility of each Proposer to monitor their e-mail for any and all addenda and to be fully familiar with all the contents thereof.**

**5.11. Ongoing Obligation to Update District**

If at any time during this RFP Process any information submitted by a DBE becomes inaccurate, incomplete, misleading, and/or untrue, the DBE must immediately notify the District representatives identified herein and immediately provide updated, accurate information in writing, under penalty of perjury.

**5.12. District Reservation of Rights, Etc.**

District reserves the right to waive minor irregularities and omissions in the information contained in a Proposal submitted, to make all final determinations, and to determine at any time that the RFP process for each Project should be abandoned.

Subject to a Stipend of \$25,000.00 to be paid by the District to each of the unsuccessful Finalists, each Proposer/Finalist ("Proposer") assumes all risks and/or consequences of an incorrect or untimely delivery of a Proposal.

Each Proposer assumes any and all financial risk of loss in participating in this Proposal process. The District shall not, under any circumstance, be liable for any cost, expense, loss, or damage sustained by an Applicant participating in this process.

Any future award of a Contract for the Project does not constitute acceptance of any deviations from the Initial Project Criteria that may exist in DBE's accepted Proposal. Proposed deviations may be discussed during the Programming and Collaboration Phase Services however the District maintains the right to reject all and hold DBE to design the Project in conformance with the Initial Project Criteria for the not to exceed amount of the total Advertised Construction Estimate. The DBE therefore has to design the Project so that it can be built at or below the total Advertised Construction Estimate unless the District announces and/or agrees to a higher amount. The successful DBE must use the Advertised Construction Estimate as one of the guide-posts (the other two are durations and project criteria) in designing the Project. At the end of the Programming and Collaboration Phase, the DBE must advise the District whether it believes the Advertised Construction Estimate for the Project can be met or not, and if not why not, so District can decide whether to permit the DBE to go on to the Design through Agency Approval and Proposed Final GMP Phase, for the project. See Exhibit 1 "Programming and Collaboration Phase Services" for further information.

### **5.13. Bonding Requirements**

#### **5.13.1. Proposal Bond**

With the submission of Proposal, each Finalist shall be required to submit a Proposal Bond. The amount of each Proposal Bond shall be ten percent (10%) of the aggregate amount of the Project's Lump Sum Price Proposal for all services requested by this RFP.

See the Price Proposal Form (Attachment 1 to the RFP) and Proposal Bond form (Attachment 14 to the RFP), which contain further instructions.

**Your Proposal Bond shall be placed in a *separate sealed envelope* with your Price Proposal Form and submitted with your Proposal.**

#### **5.13.2. Payment Bond**

Before the performance of any Construction Phase Services for the Project, the DBE shall be required to submit one (1) Payment Bond *for the project* (See Exhibit 11 to Attachment 20 for sample).

#### **5.13.3. Performance Bond**

Before the performance of any Construction Phase Services for the Project, the DBE will be required to submit one (1) Performance Bond *for the Project* (See Exhibit 12 to Attachment 20 for sample).

#### **5.13.4. Insurance Requirements**

The selected DBE will be required to provide its own errors and omissions insurance for all Design Services, as well as other insurance for all on-site work, for all off-site activities for the Project, and any other required insurance.

For Insurance Requirements, please consult the General Conditions, Exhibit 9 to Attachment 20 to this RFP.

### **6. POST AWARD REQUIRED SUBMITALS.**

- 6.1.** The Proposer to whom Notice of Intent to Award (“NOIA”) is issued by the District shall, within such periods of time as are set forth below, after receipt of NOIA, complete and furnish to the District through the PMO, the following Post-Award Required 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 submission of DBE Proposals. Additional documents may be required. Proposer is directed to check the Contract Documents (Attachment 20 and all Exhibits thereto):
- 6.2.** Within fourteen (14) Days after the earlier to occur of issuance of either a Notice of Intent to Award or request by the District, the successful Proposer shall furnish to the PMO the following documents:
  - a. Designation of Subcontractor Forms using the form set forth in Exhibit 7 to Attachment 20 to this RFP, and
  - b. Letter of Organization in the form set forth in Attachment 17 to this RFP; and
  - c. Collaboration Phase Services and Design through Agency Approvals Phase Services Schedule; and
  - d. Insurance Certificates regarding the Design services, as required by the Contract Documents, for each Project.
- 6.3.** Before the earlier of mobilization or commencement of any work at the Site(s), the DBE shall furnish to the PMO the following documents duly executed by the DBE:
  - a. A Construction Schedule as required by the Contract Documents;
  - b. Apprenticeship Program Form, including the Public Works Contract Award Information;
  - c. An updated Worker’s Compensation Certificate, using the form set forth in Exhibit 20 to Attachment 20 of this RFP;
  - d. Payment Bond as required by the Contract Documents;
  - e. Performance Bond as required by the Contract Documents;

- f. Insurance certificates pertaining to construction, as required by the Contract Documents, for the Project; and
  - g. All other documents and/or information as required by the Contract Documents.
- 6.4.** Failure of the successful Proposer to submit the Required Post-Award Submittals in accordance these requirements, within the time periods specified therein, shall: (1) if the Design-Build contract(s) are not executed, be deemed to be a failure or refusal to execute the Design-Build contract(s) and shall be cause for making a claim against the Proposer's Proposal Bond in the event that the Award of the Design-Build contract is made to another Proposer; or (2) if the Design-Build contract(s) are executed, constitute a material breach by Proposer of the Design-Build contract(s).
- 6.5.** The District reserves the right, in its sole and absolute discretion, to extend the dates for submission of the Required 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 Selection shall be by RFP Addendum.

## **7. OTHER TERMS AND CONDITIONS OF THE RFP PROCESS**

### **7.1. Generally**

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

- 7.1.1.** Accept or reject any or all of the submitted Proposals;
- 7.1.2.** Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any RFP or the RFP process;
- 7.1.3.** Terminate the RFP process at any time;
- 7.1.4.** Modify and/or suspend any and all aspects of the RFP at any time;
- 7.1.5.** Reissue the RFP;
- 7.1.6.** Extend the time frame for submission of the Proposal to any firm the District determines is and/or should be part of the Finalist Group. Any deadlines, if extended, will be communicated through the issuance of Addenda via e-mail. It is solely a Proposer's obligation to monitor their e-mail for any and all Addenda and to be completely familiar with the contents thereof;
- 7.1.7.** Accept amendments, but only if requested by the District, to Proposals after expiration of the deadline for receipt of Proposals;
- 7.1.8.** Request clarification of information submitted and/or request additional information from any or all submitting Proposers;



- 7.1.9.** Hold all Proposals for a period of **one hundred twenty (120) days** after the deadline for receipt of Proposals;
- 7.1.10.** Decline to enter into a contract with any Proposer; and
- 7.1.11.** Conduct personal interviews, negotiations and/or request Best and Final Offers, from any or all Proposers during the RFP process before making selection of the successful DBE.

**7.2. Specifically**

- 7.2.1.** The Proposals submitted in response to this RFP will become the property of the District and may be used by the District in any way it deems appropriate;
- 7.2.2.** While the information submitted in Proposals will become a public record after award of the contract, the reviewed and audited financial information submitted by a Proposer will remain confidential and will not be disclosed in response to any Public Record Act Request or similar request for information. District will use these documents as part of the basis of scoring and evaluating Proposers. District reserves the right to verify and check information submitted from all other sources available to District. District's decision will be based on objective evaluation criteria as set forth in the RFP Documents;
- 7.2.3.** Acceptance of any Proposal will take into consideration the reliability of the Applicant, past documented performance of the Applicant, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The District will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The District's decision will be final;
- 7.2.4.** Subject to the Stipend Amounts of \$25,000.00 to be paid by the District to the two unsuccessful Finalists: all costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the District; the District will not be liable for any costs incurred in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing; and any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contract will be borne by the Proposer;
- 7.2.5.** Proposals that are submitted with conditional clauses, alterations, items not called for by the RFP, or irregularities of any kind are subject to rejection by the District, at its option;
- 7.2.6.** By submitting a Proposal, the Proposer acknowledges that Proposer has investigated and satisfied itself as to the conditions affecting the work of the Project. The District shall not be responsible for any conclusions or interpretations made by a Proposer of the information made available by the District;
- 7.2.7.** The submission of a Proposal shall be prima facie evidence that the Proposer has full knowledge of the scope and nature of the work and services to be performed. The receipt by the District of a Proposal will indicate that the submitting Proposer understands the requirements and shall supply the work and services required;

- 7.2.8.** The District reserves the right to require that the Proposer demonstrate that Proposer has the skills, equipment, and other resources necessary to satisfactorily perform the nature and magnitude of work and services necessary to complete the Project within the proposed contract/project schedules;
- 7.2.9.** The Proposer shall furnish the District with such additional information as the District may reasonably require and request;
- 7.2.10.** The District will require the selected DBE to have a valid California Architect's License and a valid Contractor's B License issued by the state of California, appropriate valid professional licenses, and to provide evidence of appropriate insurance and bonding coverage/capacity;
- 7.2.11.** At the end of the RFP process, the District will require the selected DBE to enter into a Design Build contract prepared by the District, a sample of which is found as Attachment 20 to this RFP;
- 7.2.12.** Proposals received after the time and date specified, whether delivered or mailed, may not be considered and may be returned to the Proposer unopened, at the sole discretion of the District. It is the sole responsibility of each Proposer to ensure that its Proposal arrives at the required location before or at the time and date specified;
- 7.2.13.** No individual or firm responding to this RFP shall obtain any claim or cause of action against the District by reason of any aspect of the RFP, defects or abnormalities contained herein, defects or abnormalities in the selection process, the rejection of any Proposal, the acceptance of any Proposal, any statements, representation, acts or omissions of the District, the exercise of any discretion by the District in connection with any of the foregoing, or any and all other matters arising out of all or any of the foregoing;
- 7.2.14.** A contract may be awarded to one of the Finalists selected through the RFP process. The District reserves the right to increase the number of Finalists if the District determines it is in the District's best interest to do so;
- 7.2.15.** All references in this RFP to the DBE, Design Build Team, Vendor, Contractor, Architect, Engineer, and any other person or persons, are made relative to the singular person, male gender (i.e., "he", "him", "his", etc.). These are intended only as generic terms and shall be interpreted to apply to any number and any gender, as applicable. The singular male reference used in the documents is employed solely to simplify text and to conform to commonly used construction specification language;
- 7.2.16.** 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 Design Team Members, Sub-consultants and Subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District or Campus advice or professional services in respect to this Project, the Request for Proposal process or the Award of the Design-Build contracts; or (3) any trustee, officer, employee or representative of the District or Campus with respect to any matter relating to this Project;

**7.2.17.** Any Proposer may, at its own expense, conduct investigations of the Sites, including Existing Improvements located on the Sites, provided that: (1) Proposer requests in advance and in writing, and receives, permission from the District to conduct such investigations, which permission may be granted or withheld by the District in its sole and absolute discretion, but which if permitted for any Proposer will be permitted on the same conditions for all Proposers; (2) Proposer executes an Entry to Property Agreement in the form of Attachment No. 16 attached hereto and submits it to the District prior to submission of its Design-Builder Proposal; (3) 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; (4) Proposer provides evidence satisfactory to District of appropriate insurance coverage required by the terms of the Entry to Property Agreement; and (5) a complete copy of any reports (including, without limitation, all opinions, data and recommendations) generated from Proposer's investigation, if any, is provided to District with the Proposer's submission of its Design-Builder Proposal. Failure by a Proposer to comply with these or any other terms of the Entry to Property Agreement may be deemed by the District, in its sole discretion, as a material noncompliance with the requirements of the RFP Documents and, as such, grounds for disqualification. Exploration of conditions below the surface of the ground or that involve destructive examination of Existing Improvements will only be allowed if approved in writing by District in advance of their being performed. If such approval of subsurface exploration is given, it shall be conducted under the supervision of a licensed soils or geotechnical engineer;

**7.2.18.** The District reserves the right, but shall not have the obligation, to conduct Discussions and/or Negotiations. If Discussions and/or Negotiations are conducted, they may be conducted with some or all Proposers. Discussions and Negotiations are face-to-face, confidential exchanges between a Proposer and the RFP Selection Committee, conducted for the purpose of "bargaining," which may include persuasion, alteration of assumptions and positions, and give-and-take, and may apply to price, schedule and technical requirements. Negotiations may be conducted whether or not Discussions are conducted. Negotiations may be conducted at any time prior to or after scoring of the Design-Builder Proposals; provided, however, that if Negotiations are conducted after Design-Builder Proposals have been opened and reviewed, then such Negotiations shall be followed by a request to all Proposers for submission of Best and Final Offers. Discussions and Negotiations may include addressing perceived weakness or deficiencies in the DBE Proposal of the Proposer with whom such Discussions or Negotiations are conducted. However, District assumes no obligation as part of Discussions or Negotiations to address or discuss any or all weaknesses, errors, omissions or other matters in a DBE Proposal, whether observed or not observed by the District or the RFP Selection Committee, and all such weaknesses or deficiencies, whether observed, not observed, discussed or not discussed, remain the sole responsibility of the Proposer. Negotiations shall be conducted by the RFP Selection Committee in accordance with the Rules for Conduct of Discussions and Negotiations set forth in Attachment 19 to this RFP, as may be amended from time to time by the District pursuant to RFP Addendum;

**7.2.19.** The District reserves the right, but shall not have the obligation, after the deadline in the RFP Schedule for submission of DBE Proposals, to request submittal of Best and Final

Offers. If, after receipt and review of one round of Best and Final Offers, the District determines that it is in its best interests to do so, it may request one or more additional round of Best and Final Offers, with or without further Discussions or Negotiations. There is no limit to the number or rounds of Best and Final Offers that may be requested by the District. A request by the District for Best and Final Offers shall be in writing and accompanied by (if necessary) any additional instructions to the Proposers regarding the procedures, content, format, and timing for submission thereof. If a request for Best and Final Offers is made by District, each Proposer shall thereafter submit a Best and Final Offer prior to the deadline set forth in the District's written request. If a Proposer in response to a request by District for submission of Best and Final Offers intends to make no change to its DBE Proposal as amended by any prior-submitted Best and Final Offer, then such Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) referring to such DBE Proposal and prior-submitted Best and Final Offers, states that there is "no change" thereto. If a Proposer in response to a request by District for Best and Final Offers intends to submit a Best and Final Offer that involves a change, addition or deletion to any portion of its DBE Proposal or to a Best and Final Offer previously submitted by the Proposer, then the Proposer shall include in its Best and Final Offer a statement that (1) identifies, by title and date of submission to District, its DBE Proposal and all prior-submitted Best and Final Offers and (2) sets forth by reference to page, paragraph and line of the portion of the DBE Proposal or any prior-submitted Best and Final Offer being amended, all of the words being deleted from and/or added to the DBE Proposal and prior-submitted Best and Final Offer. Best and Final Offers shall include an acknowledgement of any RFP Addenda issued after the deadline in the RFP Schedule for submission of DBE Proposals and prior to the deadline for submission of such Best and Final Offer. Best and Final Offers shall comply with the requirements of this RFP;

**7.2.20.** The District reserves the right, but shall not have the obligation, to conduct Post-Scoring Discussions. Post-Scoring Discussions may be conducted with some or all Proposers. Post-Scoring Discussions are conducted after final scoring of the DBE Proposals or Best and Final Offers, for the limited purpose of clarifying a DBE Proposal or its Best and Final Offers. Post-Scoring Discussions are not to be used to permit changes to a DBE Proposal or a Best and Final Offer. Post-Scoring Discussions shall be conducted by the RFP Selection Committee in accordance with the Rules for Conduct of Discussions and Negotiations set forth in Attachment 19 to the RFP as may be amended from time to time by the District pursuant to RFP Addendum;

**7.2.21.** District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a DBE Proposal or Best and Final Offers. Requests for clarifications are discretionary with the District and, although they generally are used only if Discussions or Negotiations are not conducted, may be issued at any time (whether or not Discussions or Negotiations are conducted) after the deadline in the RFP Schedule for receipt of DBE Proposals and prior to Award. Nothing stated herein or elsewhere in the RFP Documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be

responded to by the Proposer to whom they are directed within Five (5) days after the date of receipt thereof by the Proposer. Responses to such requests by District shall be limited to clarifying the portion of the DBE Proposal or Best and Final Offer described in the District's request. Responses shall not include changes to a DBE Proposal or a Best and Final Offer. Information provided in a response to a request for clarification that does not comply with the requirements of this paragraph will not be considered;

- 7.2.22.** Without limitation to any of the District's other rights under the RFP Documents or Applicable Laws, the District reserves the right to reject any DBE Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by a required Proposal Bond or by other documents required by the RFP Documents to be submitted with a DBE Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of DBE Proposals or Best and Final Offers, to withdraw its Request for Proposal and/or reject all DBE Proposals or Best and Final Offers;
- 7.2.23.** Award of the Design-Build contract is subject to availability of funds. In the event that funds are not available, District shall have the right, without any liability to any Proposer, to decline to execute any of the Design-Build contracts;
- 7.2.24.** No changes in or additions to DBE Team Members shall be permitted at any time during the RFP process, except with the prior written authorization of the District, which authorization may be granted or withheld in the District's sole and absolute discretion;
- 7.2.25.** Consultants or Sub-consultants to the District who (1) are participants or advisors to the District or Campus in respect to the design-build competition for the Project, or (2) provide professional services and advice to the District or Campus in respect to the Project that is the subject of this RFP, shall not be allowed to participate as a DBE Team Member or as a Sub-consultant or Subcontractor, of any Tier, to a DBE for the Project subject to this RFP;
- 7.2.26.** All DBE Proposals and Best and Final Offers must be submitted, filed, made and executed in accordance with Applicable Laws (including, without limitation, California Education Code Sections 81700 et seq.), whether the same are expressly referred to herein or not;
- 7.2.27.** Proposers shall identify in their DBE Proposals and Best and Final Offers any portions thereof with respect to which the Proposer holds any patent right, including, without limitation, the number and date of issuance of the patent;
- 7.2.28.** DBE Proposals and Best and Final Offers are nontransferable and cannot be assigned;
- 7.2.29.** The Finalists can submit as part of their Proposals edits in "track change" format to the RFP Documents for the District's consideration. Assuming such suggested edits are agreeable to the District, the District, subject to the District's discretion will then either issue via an Addendum or Addenda, acceptable edited versions to all Finalists, discuss acceptable edits during negotiations, and/or issue a final edited version subject to the District's right to request Best and Final Offers. The District also reserves the right to reject all, and/or some, proposed edits. No suggested edits, exceptions, and/or qualifications can be made as part of any Best and Final Offer, if Best and Final Offers are requested by the District;

**7.2.30.** Subject to and consistent with paragraph 7.2.29, any edits to any RFP Documents will be changed, if at all, based upon the District's discretion as stated in paragraph 7.2.29 above. After the District announces and issues any acceptable changes to the RFP Documents, the District will not unilaterally change any of the terms before award of the Design-Build Contracts;

## 8. DOCUMENTS COMPRISING THE RFP

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

**REQUEST FOR PROPOSAL DOCUMENT**  
(this document that you are reading now containing instructions  
for Proposal submittal)

RFP Attachment No.	Document Name	
1	Price Proposal Form – 04215 OCN New Arts Media Building	
2	Summary of Costs/Price Proposal Breakdown – 04215 OCN New Arts Media Building	
3	Declaration of Sufficiency of Funds	
4	Acknowledgement of Addenda	
5	Proposer Declaration	
6	Non-Collusion Declaration	
7	Non-Discrimination Declaration	
8	Conflict of Interest Certification	
9	Authority to Release Information Form	
10	Evidence of Insurance	
11	Proposer Representations and Certification Form	
12	Certification of Skilled Labor Force Availability	
13	Safety Record Statement	
14	Proposal Bond – 04215 OCN New Arts Media Building	
	<b>ATTACHMENTS 1 THROUGH 14 MUST BE SUBMITTED WITH YOUR PROPOSAL</b>	
15	RFP Responsiveness Checklist	
16	Entry to Property Agreement (Sample)	
17	Letter of Organization (Sample)	
18	Rules of the Conceptual Collaboration Exercise and Final Presentation	
19	Rules of Conduct for Discussions and Negotiations	
20	Design Build Contract (Sample)	
Exhibit	1	Programming and Collaboration Phase Services
Exhibit	2	Design and Approvals Phase Services
Exhibit	3	Construction Phase Services
Exhibit	4	DBE Proposal (Placeholder)
Exhibit	5	Price Proposal (Placeholder) (Project Specific Form will be inserted here) – 04215 OCN New Arts Media Building

Exhibit	6	Price Breakdown (Placeholder) (Project Specific Form will be inserted here) – 04215 OCN New Arts Media Building
Exhibit	7	Designation of Subcontractors 04215 OCN New Arts Media Building
Exhibit	8	Proposer Representations and Certifications (Placeholder)
Exhibit	9	General Conditions
Exhibit	10	Supplementary Conditions
Exhibit	11	Payment Bond (Sample) 04215 OCN New Arts Media Building
Exhibit	12	Performance Bond (Sample) 04215 OCN New Arts Media Building
Exhibit	13	Initial Project Criteria
Exhibit	14	Escrow Agreement (Sample) 04215 OCN New Arts Media Building
Exhibit	15	Division 1 Specifications
Exhibit	16	Technical Specs (Placeholder) 04215 OCN New Arts Media Building
Exhibit	17	DSA Approved Documents (Placeholder) (DSA as applicable) – 04215 OCN New Arts Media Building
Exhibit	18	District Standards
Exhibit	19	Campus Architectural Design Guidelines
Exhibit	20	Workers Compensation Certification (Sample)
Exhibit	21	Certification of Skilled Labor Force Availability (Placeholder)
Exhibit	22	Safety Record Statement (Placeholder)
Exhibit	23	DIR Certification Form 04215 OCN New Arts Media Building
Exhibit	24	RFP & Addenda (Placeholder)
Appendix	A	Reference Documents
Appendix	B	Proposal Bond (Placeholder) Project Specific Proposal Bond Form will be inserted here – 04215 OCN New Arts Media Building
<b>21</b>		Bid/Proposal Protest Procedure

## 9. **BOARD APPROVED SOLE SOURCE ITEMS**

For a complete list, please go to the District's website

<http://www.miracosta.edu/administrative/purchasing/measurmbids.html>

And click on "Sole Source Exceptions"

**PROPOSERS ARE DIRECTED TO PROCEED TO ATTACHMENTS 1 THROUGH 21 FOR FURTHER REQUIREMENTS**