



# ORANGE COUNTY MOSQUITO AND VECTOR CONTROL DISTRICT

## REQUEST FOR QUALIFICATIONS & PROPOSAL FOR PROGRESSIVE DESIGN-BUILD SERVICES

### **Orange County Mosquito and Vector Control District Campus Renovation**

Released: October 31, 2025

**Due: December 4, 2025**

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## 1. RFQ/RFP CONTENTS

### 1.1. RFQ/RFP Documents

The following documents are part of the RFQ/RFP;

Attachment 1: Program Documents

Attachment 2: Facility Condition Assessment & Expanded Structural Assessment

Attachment 3: Progressive Design Build Sample Agreement

Attachment 4: General Conditions to the Design-Builder Agreement

Attachment 5: Proposal Fee Form

Attachment 6: Designation of Subcontractors List

Attachment 7: Non-Collusion Declaration

Attachment 8: Payment Bond

Attachment 9: Performance Bond

Attachment 10: District's Insurance Requirements

## 2. INTRODUCTION

### 2.1. Seeking Progressive Design-Build Entity

The Orange County Mosquito and Vector Control District (District) is seeking proposals from qualified progressive design-build (PDB) entities to provide comprehensive design and construction services for the referenced project (Project). The District intends to select a PDB team—comprising a general contractor, architect, key subconsultants, and trade partners—through the best-value evaluation process outlined in this RFQ/RFP.

The Project will be delivered using a progressive design-build method with two distinct phases: Phase 1 Preconstruction Services and Phase 2 Construction Services, both procured under a single contract.

- **Phase 1 - Preconstruction Phase:** This phase begins at contract award and focuses on collaboratively advancing the design to meet OCMVCD's budget and program goals. The District and PDB team will work together in an open-book environment to refine scope, schedule, and cost estimates, culminating in the establishment of a Guaranteed Maximum Price (GMP).
- **Phase 2 - Construction Phase:** Upon acceptance of the GMP and execution of the Phase 2 contract amendment, the project will transition into construction. This phase encompasses completion of the remaining design details, procurement of trade partners, and execution of all construction activities in alignment with the agreed schedule, budget, and quality standards. The PDB team will continue to collaborate closely with OCMVCD to maintain transparency and control through construction completion and turnover.
- **District Flexibility:** The District is not obligated to proceed into the Phase 2 construction phase if agreement on the GMP, schedule, or completion date cannot be reached. In such case, the District retains full ownership of all work products and electronic files produced during Phase 1 preconstruction and may utilize them for subsequent procurement or project completion by others.

## **2.2. District's Vision Statement**

The Orange County Mosquito and Vector Control District (OCMVCD) envisions a comprehensive redevelopment of its existing campus to address growing operational and programmatic needs, including expanded laboratory facilities, modernized administrative space, functional maintenance and operations space, and improved parking capacity. This progressive design-build initiative will create a cohesive and high-performing campus that supports the District's mission of protecting public health while maximizing long-term value.

The project will prioritize improved site circulation and operational flow, ensuring seamless interaction between laboratory, field, and administrative functions. Because the District must remain fully operational throughout construction, careful phasing and operational continuity are central to the project's planning and execution. Where feasible, existing buildings will be retained and integrated into the new design, allowing the District to stretch capital dollars and focus new investment on the highest-impact improvements. Through a phased approach balancing adaptive reuse and targeted new construction, the District will deliver a resilient, scalable campus that supports current demands and accommodates future growth in service to the Orange County community for decades to come.

## **2.3. Progressive Design-Build Project Goals and Objectives**

The District is seeking a qualified and collaborative Progressive Design-Build Entity (PDB team) to redevelop its existing campus into a modern, scalable facility that meets expanding programmatic needs while optimizing cost, schedule, and operational continuity. The selected PDB team will be expected to align with the following core objectives:

### **1. Phased Redevelopment with Operational Continuity**

The District must remain fully operational throughout construction. The PDB team will be responsible for developing a detailed phasing strategy that supports uninterrupted laboratory, field operations, and administrative functions while enabling efficient site transitions. Temporary facilities or phased relocations may be required to ensure continuity of critical services.

### **2. Expanded Programmatic Capacity**

The redeveloped campus must accommodate expanded laboratory facilities, field operations and maintenance space, administrative offices, and parking improvements, while optimizing circulation between functions. The design should also account for future scalability to meet evolving service demands across Orange County.

### **3. Cost Effectiveness and Best Value**

The District is committed to stretching available funds by retaining and reusing existing facilities where feasible and focusing new construction on high-impact improvements. The PDB team is expected to bring forward creative, cost-conscious solutions which leverage value engineering, open-book cost modeling, and collaborative decision-making to achieve best value.

### **4. Integrated Design and Construction Process**

Under the progressive design-build approach, the PDB team will work collaboratively with the District to refine program requirements, advance design to establish a Guaranteed Maximum Price (GMP), and transition seamlessly into construction. This integrated process should align design progression with budget, schedule, and operational priorities.

### 5. Site Circulation and Functionality Improvements

A key goal of the redevelopment is to improve on-site circulation and functional adjacencies between labs, field operations, parking, and administrative areas. The PDB team should evaluate current site constraints and propose a design that enhances efficiency, safety, and day-to-day workflows.

### 6. Collaborative and Transparent Team Culture

Strong communication and a transparent working relationship are critical to success. The PDB team must demonstrate proven experience with progressive design-build delivery, public-sector facilities, highly technical laboratory spaces, and complex phased redevelopments requiring operational continuity. A commitment to proactive problem-solving and integrated stakeholder engagement is essential.

## 3. RECEIPT OF PROPOSALS

Proposals must be submitted electronically to the Orange County Mosquito and Vector Control District, Attention: Lora Young, District Manager, at [lyoung@ocvector.org](mailto:lyoung@ocvector.org). Please ensure that all files are under 10 MB. It is the responsibility of the proposer to submit a complete and compliant response that can be readily received by the District prior to the posted deadline.

Proposers are responsible for obtaining all changes to the RFQ-RFP, addenda, other project notifications, and documents during the RFQ-RFP. An RFQ-RFP response and submission is invalid if the Proposer has not deposited it at the designated location prior to the time and date for receipt of responses indicated in this Notice of Request for Qualifications and Proposal or prior to any addendum extension thereof.

Proposals submitted thereafter will be considered non-responsive and will be rejected. There will not be a public opening and reading of the Proposals. The District will open the proposals at its convenience and will evaluate them based on the selection criteria specified herein.

## 4. PROJECT DESCRIPTION

### 4.1. Description

The Orange County Mosquito and Vector Control District (OCMVCD) Campus Redevelopment Project is a multi-phased initiative to modernize and expand the District's existing campus to meet evolving programmatic needs. The redevelopment will address increased demand for laboratory facilities, field operations and maintenance space, administrative offices, and parking, while improving site circulation and operational efficiency. This effort will leverage the progressive design-build delivery method to achieve best value, minimize disruptions to ongoing services, and stretch capital dollars by reusing existing facilities where feasible.

The selected Progressive Design-Build Entity (PDB team) will work collaboratively with OCMVCD under a two-phase contract structure:

- **Phase 1 (Preconstruction):** The PDB team will use program documents to advance design, refine scope, confirm existing site conditions, and develop a Guaranteed Maximum Price (GMP) at design development. This phase will include robust cost modeling, schedule development, and a detailed phasing plan to ensure the District remains fully operational throughout construction.
- **Phase 2 (Construction):** Upon mutual agreement of the GMP and schedule and execution of the Phase 2 Amendment, the project will transition to construction. This phase will include adaptive reuse of existing facilities, targeted new construction, and site improvements to deliver an integrated, code-compliant, and future-ready campus.

- **Project Scope and Phasing**  
The redevelopment will be completed in logical phases that prioritize operational continuity and align with available funding:
- **Core Improvements:** Expansion of laboratory facilities, new or renovated field operations and maintenance buildings, modernized administrative areas, and enhanced parking and circulation.
- **Adaptive Reuse:** Retention and repurposing of select existing structures to maximize value and minimize unnecessary demolition.
- **Site Enhancements:** Improved traffic flow, secure and public parking areas, landscaping, and functional adjacencies between labs, field operations, and administrative functions.
- **Future Scalability:** Provisions for phased growth to accommodate evolving program and staffing needs without major future disruption.

#### 4.2. Project Documents

- 4.2.1. Program Documents. It is the intent of the District that the work be performed by the Design-Builder as part of the Project and the Project shall be designed and constructed in accordance with the program documents (Attachment 1) unless otherwise agreed upon by the District.
- 4.2.2. Reference Documents (Attachment 2).
- 4.2.3. Facilities Condition Assessment prepared by Bureau Veritas, dated July 8, 2025, along with an Expanded Structural Assessment also performed by Bureau Veritas for select campus buildings identified as potentially reusable, including the Administration Building (#1), Laboratory Building (#2), Barn Building (#3), and Haster/Operations Building (#4), dated August 13, 2025.

#### 4.3. Project Requirements

- 4.3.1. The estimated direct construction cost (for purposes of fee proposal calculation) is \$40,000,000.
- 4.3.2. The District will withhold five percent (5%) retention from all Phase 2 or early work package payments for work performed.
- 4.3.3. Liquidated damages will be determined as part of Phase 2 contract. The anticipated completion date for Phase 1 of the Project is September 30, 2026, with Phase 2 TBD depending on project phasing as agreed to by the District and PDB.
- 4.3.4. The Progressive Design-Builder must have a State of California "B" license.
- 4.3.5. The architect must be licensed in the State of California.

### 5. PROJECT FUNDING

The Orange County Mosquito and Vector Control District (OCMVCD) is advancing the redevelopment of its campus through a combination of local and regional funding sources. The District has allocated capital reserves to support the planning, design, and preconstruction phases of the project, reflecting its proactive approach to maintaining and modernizing critical public health infrastructure.

Additional funding is anticipated through a mix of financing options targeted at improving public health and operational resiliency. This multifaceted funding strategy underscores the District's commitment to delivering a cost-effective and sustainable facility that enhances service delivery and safeguards the health and well-being of residents, businesses, and visitors across Orange County.

## **6. SCOPE OF DESIGN-BUILD ENTITY'S SERVICES**

### **6.1. Contract Scope of Work**

The specific scopes of work to be performed by the Design-Builder during the Pre-Construction Services phase and the Construction Services phase are summarized below. This RFQ/RFP summarizes, and supplements work specified elsewhere in Attachment 3 – Progressive Design Build Agreement. The Design-Builder shall provide services specified in the RFQ/RFP, its Proposal, and all other components of the PDB Agreement.

### **6.2. No Guarantee for Award**

There is no guarantee that the District will award a contract for any portion of this Project, including the Pre-Construction Services phase or the Construction Services phase. The Design-Builder will not be entitled to recover any costs, anticipated profit, or monetary awards for Proposal preparation in the event the District decides not to award a contract or if the District does not award a contract to a particular Proposer.

### **6.3. Collaboration**

The Design-Builder shall work in collaboration and cooperation with the District towards realizing the goals of the Project.

### **6.4. Wage Rates**

The Design-Builder is required to comply with all applicable prevailing wage requirements and/or regulations, including but not limited to California Labor Code section 1720 et seq., and those requirements and regulations are deemed included in the proposal documents. State prevailing wage requirements are published by the Director of the State of California Department of Industrial Relations and may be found online at [www.dir.ca.gov/](http://www.dir.ca.gov/).

### **6.5. DIR registration and compliance requirements**

The Design-Builder 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 the contractor is performing the work under the construction documents. Neither the contractor nor any subcontractor shall be qualified to submit a Bid/Proposal or be listed in a Bid/Proposal subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of work under the contract documents unless currently registered and qualified to perform public work pursuant to Section Labor Code §1725.5. The contractor shall not enter any subcontract without proof of the potential subcontractor's registration. If an unregistered contractor submits a Proposal, the District will deem such Proposal as non-responsive. If any unregistered contractor or subcontractor performs work on this Project at any time, the District has the right to terminate the contract for cause.

**6.6.** The Design-Builder shall provide with its submittal an enforceable commitment to the District that the Design-Builder and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1 of the California public Contracts Code.

### **6.7. Equal Employment Opportunity**

The Design-Builder shall comply with all applicable federal, state, and local laws, rules, and regulations regarding non-discrimination in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, medical conditions, disability, or any other lawful reason.

## **6.8. CEQA Compliance**

The Design-Builder shall ensure that the Project design complies with the California Environmental Quality Act (CEQA). Based on the existing environmental documentation and consistency with the City's General Plan and zoning provisions, it is anticipated that a CEQA Exemption Memo will serve as the most appropriate path for compliance, leveraging the prior Environmental Impact Report (EIR) work completed for the existing facilities.

## **6.9. PHASE 1: PRECONSTRUCTION SERVICES**

Preconstruction services will include collaborative design development, scheduling, cost estimating, and risk analysis to support the District's comprehensive campus redevelopment. The selected Progressive Design-Build Entity (PDB team) shall not begin services until the District issues a formal Notice to Proceed (NTP) for Preconstruction.

### **6.8.1. Validation and Programming Alignment**

The PDB team shall participate in a series of kickoff and alignment workshops with the District and its program/construction manager to confirm project goals, review program documents, and clarify priorities for administration, laboratory expansion, field operations, maintenance facilities, and parking. This alignment process will establish expectations for scope, budget, schedule, and phasing to ensure early consensus and a smooth progression into design.

### **6.8.2. Site Investigation and Due Diligence**

The PDB team shall review all available site and building data, including geotechnical, environmental, and utility information, and identify any gaps that require supplemental investigation. As part of this process, the PDB team must review the District's previous Facility Condition Assessment (FCA) report and perform its own due diligence and field inspections of existing buildings. This dual evaluation will inform decisions about which facilities can be retained, adapted, or replaced with the goal of maximizing the District's budget while balancing immediate needs with long-term campus goals. Findings from these investigations shall directly inform the Conceptual Design and subsequent design phases, ensuring alignment of design strategies with actual field conditions.

*Note the District has obtained civil and topo surveys which it will provide to the selected PDB team.*

### **6.8.3. Conceptual Design Milestone**

The Conceptual Design milestone will establish the overarching vision for the campus redevelopment. This phase will explore site organization, circulation improvements, and preliminary space allocations for laboratory, field, administrative, and parking components. It will test multiple planning approaches to balance operational continuity, budget constraints, and future scalability.

Deliverables include:

- Conceptual site plan illustrating building placement, circulation, and parking strategies
- Narrative describing design intent, functional adjacencies, and high-level phasing strategies
- Preliminary cost model (order-of-magnitude estimate) with associated schedule
- Initial phasing concept showing how District operations can continue during construction
- Presentation to District staff for review and direction prior to advancing into Schematic Design

#### **6.8.4. Schematic Design (SD) Milestone**

The Schematic Design milestone builds on the approved Conceptual Design to define the project's scope, scale, and character. The PDB team will refine space planning, introduce preliminary building systems, and begin integrating site utilities and landscape strategies. This stage confirms feasibility within budget and schedule targets.

Deliverables include:

- Schematic drawings (site layout, floor plans, building massing studies)
- Outline specifications identifying major building systems and materials
- Updated cost and schedule model with refined estimates and alignment to budget
- Preliminary phasing and site logistics plan showing operational impacts
- Presentation to District staff for confirmation to proceed into Design Development

#### **6.8.5. Design Development (DD) Milestones**

Design Development advances the project to a coordinated level suitable for GMP preparation. Two checkpoints, 50% DD and 100% DD, provide opportunities for District review of cost, schedule, and scope alignment.

##### **50% DD Milestone:**

At this stage, the PDB team refines architectural layouts, structural systems, and MEP/lab infrastructure while validating program alignment. Cost estimates will allow early value management and confirm feasibility before finalizing DD.

- 50% DD drawings and system narratives
- Preliminary GMP cost estimate with system-level breakdowns and value management options
- Updated project schedule with phasing logic and critical path identified
- Presentation to District staff for feedback and direction

##### **100% DD Milestone:**

This milestone delivers a fully coordinated DD package for GMP preparation, resolving building systems and confirming phasing strategies for continuous operations.

- 100% DD drawings and outline specifications
- Final pre-GMP cost estimate and risk analysis
- Updated schedule, site logistics and phasing plan supporting operational continuity
- Presentation to District staff to confirm readiness for GMP development

#### **6.8.6. Guaranteed Maximum Price (GMP) Development**

Following 100% DD approval, the PDB team will prepare and submit the GMP package for District review using an open-book approach and competitive trade bidding to ensure transparency and value.

GMP package will include:

- GMP-level drawings and outline specifications
- Schedule of values with detailed cost breakdowns by trade and system
- Phasing breakdown with integrated utility and building considerations

- Clarifications, assumptions, and exclusions used in GMP development
- Proposed construction schedule and phased milestones
- Payment and performance bonds

If the District and PDB team cannot reach agreement on the GMP, schedule, the Phase 2 Amendment terms or completion date, the District reserves the right to terminate for convenience and procure construction separately.

#### **6.8.7. Ongoing Deliverables During Preconstruction**

- Monthly or milestone-based schedule updates
- Continuous cost modeling at each milestone (Program, Conceptual Design, SD, and DD – both 50% and 100% )
- Updated risk matrix identifying cost, schedule, and operational continuity risks
- Support for up to two presentations to the District Board at key milestones, as determined by the District
- Construction Cost Savings. It is one of the collaborative responsibilities of the Design-Builder to look for ways of reducing Project construction costs. The Design-Builder's proposed cost reductions shall not reduce the Project program requirements or adversely affect the Project completion. The Design-Builder shall develop alternative scopes of work for bidding purposes to meet project budget constraints.
- Identify early-works trade packages that may be separately advanced as a way of expediting construction or procuring specialized services where applicable.

### **6.8. PHASE 2: CONSTRUCTION SERVICES**

#### **6.8.1. Construction Phase Services – (after Design-Builder Contract Amendment)**

Issuance of Construction Phase Notice to Proceed. The Design-Builder shall not proceed with any Construction Phase services until the District issues a Notice to Proceed for that phase of work. Conditions for the issuance of an NTP include agreement upon a final GMP, project schedule, and completion date (and execution of the contract amendment confirming the same), completion of plan checks required for that phase, verification of conformance to the Contract Documents, verification of required bonding and insurance, and confirmation that Project cost is within the Project budget. The intent of the District is to issue the Construction Phase Notice to Proceed within fifteen (15) days of the execution of the contract amendment establishing the GMP, Project Schedule, and Completion Date.

#### **6.8.2. Construction Documents**

The Design-Builder shall develop and review the Construction Documents with the District, taking into account performance specifications and quality of materials and equipment identified in the Design Development phase to ensure achievement of established District goals, which is achievable within the proposal price. The Design-Builder design decisions made during the Pre-Construction phase shall be based on construction materials, methods, systems, and costs that will provide the best value building within the proposal price and schedule.

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

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

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

#### **6.8.3. Construction Bid Packages**

The District may benefit if the Project construction is divided into separate bid packages. Examples of possible bid packages are underground utilities and site preparation, building construction, site improvements and landscaping. Bid packaging components shall be identified during the pre-construction services phase by the Design-Builder and proposed to the District.

Upon the District's acceptance of the Design-Builder's recommended separate bid packages, the Design-Builder will include the bid packages in the GMP Proposal to the District indicating separate construction costs, schedule, and other conditions for each bid package to allow each increment to be initiated, completed, and accepted in accordance with the contract.

#### **6.8.4. Subcontractor Procurement Methodology**

The Design-Builder shall set forth, using the Designation of Subcontractor's List (Attachment 6), the name and the location of the place of business of, the California contractor license number, and public works contractor registration number for each trade contractor identified as members of the Design-Builder team in the Statement of Qualifications or in the Design-Builder's technical Proposal.

The Design-Builder shall procure all trade contractors that were not identified as members of the Design-Builder team in the Statement of Qualifications or in the Design-Builder's technical Proposal, in accordance with the California Public Contract Code. All subcontracts with such trade contractors shall be awarded according to a publicly advertised process that provides for public notice of the availability of work to be subcontracted and a fixed date and time on which the subcontracted work will be awarded. These subcontractors shall be afforded the protections contained in Chapter 4, (commencing with Section 4100) of Part 1 of Division 2 of the Public Contract Code.

The Design-Builder shall require compliance with prevailing wage rates that are current when beginning trade bidding; prevailing wage rates are available at the DIR website.

The District will not reimburse the Design-Builder or trade contractors for the reproduction costs of bid or construction documents.

#### **6.8.5. Preconstruction Conference**

The District and the Design-Builder shall co-conduct a preconstruction conference with trade contractors, design personnel, District project / construction manager, Inspector of Record (IOR) and the appropriate District staff and the District's consultants. The

preconstruction conference agenda will include safety, job procedures for clarifications, change orders, shop drawings, progress payments, field testing and inspection, and preparation and distribution of preconstruction conference notes.

#### 6.8.6. **Construction Phase Management**

The PDB team will manage all aspects of construction to deliver the project in accordance with the approved GMP, schedule, and phasing plan, while ensuring uninterrupted District operations. Responsibilities include, but are not limited to:

- a. Site Safety and Security – Develop and implement a site-specific safety plan compliant with Cal/OSHA; maintain secure access controls separating construction zones from operational District facilities.
- b. Phasing and Operational Continuity – Execute the agreed phasing plan, coordinating temporary facilities, access routes, and parking to minimize disruption to District staff and field operations.
- c. Schedule Management – Maintain a detailed construction schedule updated monthly (or more frequently as required), tracking progress against critical path activities and incorporating recovery strategies where needed.
- d. Cost Management – Monitor and report on costs relative to the GMP, track allowances and contingencies, and provide monthly cost-to-complete forecasts for District review.
- e. Quality Assurance and Control – Implement a QA/QC program to verify conformance with design intent and specifications, including regular inspections, testing oversight, and deficiency tracking through punch lists.
- f. Trade Coordination – Oversee subcontractor performance, manage work sequencing, resolve trade conflicts, and enforce adherence to safety, schedule, and quality requirements.
- g. Document Management – Maintain and manage construction documents, including RFIs, submittals, shop drawings, change orders, and meeting minutes through a cloud-based project management platform.
- h. Commissioning and Systems Integration – Coordinate commissioning of building systems, particularly laboratory and specialized MEP systems, to ensure full functionality and compliance with performance criteria.
- i. Environmental and Regulatory Compliance – Ensure construction activities comply with environmental regulations, stormwater pollution prevention measures, hazardous materials handling, and all applicable local and state codes.
- j. Utility Coordination – Manage tie-ins, relocations, and shutdowns to existing utilities to avoid disruption to active facilities.
- k. Testing and Inspection – Special testing and inspection of the Project’s construction will be performed and paid for by the District. The Design-Builder shall coordinate and cooperate with the District’s inspection and testing agencies.
- l. Community and Stakeholder Interface – Support District-led communications with adjacent properties, agencies, and stakeholders regarding construction impacts, schedules, and milestones.
- m. Change Management – Administer a transparent process for evaluating, pricing,

and approving changes, maintaining real-time logs and impact analyses for District review.

- n. Reporting and Meetings – Provide weekly site progress reports, photos, safety logs, and participate in regular OAC (Owner-Architect-Contractor) meetings and Board updates as requested. The Design-Builder shall also assist the District in reporting Project progress to oversight entities at regular intervals. The Design-Builder shall prepare occasional presentations as requested by the District regarding issues of special importance.
- o. Punch List and Closeout Preparation – Initiate rolling punch lists by area, coordinate inspections, and expedite closeout documentation to support phased occupancy and warranty commencement.

**7. DESIGN-BUILD ENTITY SELECTION PROCESS**

**7.1.** The District will select the Design-Builder using a combined RFQ/RFP process:

- a. Part 1 Request for Qualification (RFQ): The District will appoint a selection committee to review and score the RFQ responses to establish whether an applicant meets the District’s prequalifying criteria, as set forth in the RFQ. The District reserves the right to reject all responses to the RFQ.
- b. Part 2 Requests for Proposals RFP: The District will select a Design-Builder from the list of qualified proposers from Part 1, above, based on the criteria outlined in this RFP. Pre-proposal meetings will be held; the District’s Selection Committee will score the Proposals from the finalists, conduct interviews, and perform reference checks. Selection of the successful Proposer shall be based upon pre-established criteria set forth in the RFP, which include cost and other factors. Selection of the Design-Builder will be made to the Proposer whose Design-Build Proposal is determined by the District to be overall the best value to the District. The District reserves the right to reject all Proposals.

**7.2.** Selection Process Schedule

RFQ/RFP Issued to Design-Build Teams	October 31, 2025
Mandatory RFQ/RFP Meeting (Virtual)  Join Zoom Meeting: <a href="https://us06web.zoom.us/j/88234628376?pwd=9Ru77mLa4N0ph4uXgvzZIFM3uKBN6R.1">https://us06web.zoom.us/j/88234628376?pwd=9Ru77mLa4N0ph4uXgvzZIFM3uKBN6R.1</a>  Meeting ID: 882 3462 8376 Passcode: 293003  Participants may join using a computer, tablet, or smartphone. Please ensure your device supports audio and video participation.  For telephone access, dial: +1 (669) 900-6833 (US) and enter the Meeting ID and Passcode above when prompted.	November 13, 2025 at 1:30pm
RFQ/RFP Questions Due	November 20, 2025 at 4pm
RFQ/RFP Submissions Due (electronically)	December 4, 2025 at 4pm

Design-Build Team Interviews	December/January 2026
Approval by District Board	January 2026
Notice to Proceed for Phase 1	February 2026

**7.3. Changes to the Selection Process Schedule**

The District reserves the right to change any or all of the dates stated above. Any changes to the schedule for the RFQ/RFP process will be issued by addenda. It is the sole responsibility of a Proposer to check the District’s plan room for all addenda and to be completely familiar with the contents thereof.

**7.4. Proposed Project Schedule**

Proposers shall submit a detailed milestone Phase 1 Project Schedule as part of their proposal package, identifying the proposed completion date for Phase 1 services (the “Completion Date”). The District acknowledges that a detailed schedule for Phase 2 services cannot be developed at this time and will be prepared upon selection and agreement on the preferred project solution. The District encourages proposers to expedite Phase 1 activities to the extent practicable.

**PROPOSED MILESTONE PROJECT SCHEDULE**

Phase 1 Notice to Proceed	February 2026
Design Development Complete	October 2026
GMP Approved by District / Phase 2 NTP	January 2026
Construction Documents Complete	TBD
Early Work Permits Issued	TBD
Construction Begins (Phase 1)*	TBD
Construction Begins (Phase 2)	TBD
Substantial Completion (Phase 1)*	TBD
Substantial Completion (Phase 2)	TBD
Final Completion	TBD

**8. PRE-RFQ/RFP MANDATORY CONFERENCE**

The District will conduct one mandatory Pre-RFQ/RFP Conference as stated in Section 7.2.

**9. DISTRICT REPRESENTATIVE/QUESTIONS**

**9.1. District’s Representative**

The District’s Representative for the Design-Builder Selection Process is:

**Lora Young, District Manager**  
 13001 Garden Grove Boulevard, Garden Grove, CA 92843  
**lyoung@ocvector.org**

**9.2.** All communications regarding this RFQ//RFP, including requests for information or clarification of the intent or content of this RFQ/RFP, must be submitted electronically to the District. All questions must be submitted no later than the due date indicated in Section 6.2. Questions received after the due date will not be considered. No email or telephone call questions will be responded to. It is the sole responsibility of each Proposer to check the District’s plan room for any and all addenda and to be completely familiar with the contents thereof. Answers to questions received will be issued via an addendum. Information obtained verbally has no authority, may not be relied upon, and shall have no standing in any event that may occur. Only the information provided in the addendum has authority.

**10. EVALUATION AND RANKING OF OFFERORS**

In the evaluation and ranking of Proposers, the District will consider the information submitted in the Proposals as well as the meetings with the Proposers with respect to the evaluation criteria set forth in the RFQ/P. The result of the evaluation will be a comparative ranking of Proposers.

For the purpose of selecting and evaluating Proposers, the evaluation criteria will be given the following relative weights:

<b>Qualifications</b>		<b>Total Weight: 60%</b>
	Team Organization (Section 12.3.1)	15 percent
	Demonstrated Past Performance with Similar Projects (Section 12.3.2)	15 percent
	Design-Build Design Past Performance (Section 12.3.3)	15 percent
	Design-Build Construction Past Performance (Section 12.3.4)	15 percent
<b>Technical Proposal</b>		<b>Total Weight: 30%</b>
	Project Understanding and Approach – especially the accelerated delivery of Phase 1	15 percent
	Design and Engineering Ingenuity	10 percent
	Quality Control and Construction Methodology	5 percent
<b>Price Proposal</b>		<b>Total Weight: 10%</b>

## 10.1 Proposal Analysis

10.1.1 The District's selection committee will analyze each Proposal to score the Proposals in the categories set forth below.

10.1.2 Post-Proposal Interviews: After evaluation of the Proposals, and as part of the evaluation process, the District's selection committee will interview only those Proposers that the District believes should be considered for award of the Project. The structure for these meetings and interviews will be as follows:

- a. Proposers will be randomly selected for time slots for interviews. Invitations will be sent to the primary contact listed in the RFQ of all shortlisted firms. It is the responsibility of the primary contact to ensure that each of Proposer's relevant team members are included in the Post-Proposal Interview.
- b. Proposers will receive five (5) minutes for introductions, twenty five (25) minutes to make their presentations, and thirty (30) minutes for questions and answers from the Selection Committee.
- c. Proposers will be given the ability to share their screen for their presentation.
- d. Proposers are requested to present their approach to the design and construction of the Project.
- e. Proposers shall have in attendance those members of their team who will occupy key positions on the project such as pre-construction coordinators, project managers, architects, designers, project executives, and key consultants so that the selection committee may interview individuals who will work on the Project.
- f. Each Proposer will be asked the same questions or substantially similar questions (to be determined by the District); provided, however, that questions may vary based on the unique characteristics of each Design-Builder's Proposal.
- g. Post-Proposal interviews will be scored by the District's Selection Committee and will be part of the District's "best value" calculation as detailed below.

### 10.1.3 Best and Final Offers

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

### 10.1.4 Scoring Calculation

The Proposer selected will be the Proposer with the highest combined Proposal and post-proposal interview scores. In the event of a tie for first place in the total score, the "best value" Design-Builder will be the tied Design-Builder with the lowest proposed fee.

### 10.1.5 Proposal Requirements

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

## 11. SUMMARY PROPOSAL REQUIREMENTS

### 11.1. Format Requirements

The proposal shall be submitted electronically and comply with the following format requirements:

- 11.1.2 Proposal shall be formatted in searchable .pdf format.
- 10.1.2 The body shall be organized in accordance with the Evaluation Criteria.
- 10.1.3 The body shall be limited to a maximum of 40 single-sided pages.
  - 1. The only documentation that is not included in the page count is the following:
    - a. Letter of interest or cover letter;
    - b. Statement of Offeror's Ability to Provide a Proposal Bond, or Performance and Payment Bond
    - c. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements;
    - d. Statement of Offeror's commitment to use a skilled and trained workforce as required by statute;
    - e. Resumes of Key Team Members;
    - f. Divider tabs, provided that they contain no substantive content; and
    - g. Cover pages, provided that they contain no substantive content.
  - 2. Proposals that exceed the page limit may be rejected. The Owner, at its sole discretion, reserves the right to remove pages from the sections of any non-conforming proposal submittals to bring each non-conforming proposal submittal within the page count requirement.
  - 3. A "page" shall be defined as one single-sided piece of paper that has words, charts, tables, pictures, or graphics.

### 11.2. Proposal Organization

SOQs shall consist of the following parts:

#### 11.2.1 Letter of Interest

#### 11.2.2 Minimum Qualifications

- a. Statement of Offeror's Ability to Provide Performance and Payment Bond. (See Section 12.2.1)
- b. Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (See Section 12.2.2 and Attachment 10)
- c. Statement of Offeror's commitment that the Offeror and its subcontractors at every tier will use a skilled and trained workforce. (See Section 12.2.3)

#### 11.2.3 Technical & Management Qualifications

- a. Team Organization

- b. Demonstrated History of Successful Projects Similar in Scope and Complexity
- c. Design-Build Engineering, Permitting, and Design Past Performance
- d. Design-Build Construction Past Performance

11.2.4 Fee Proposal

11.2.5 Proposed Sample Contract Exceptions (if any) with Explanation

11.2.6 Other Proposal Request Information

## **12. DETAILED SUBMITTAL INFORMATION**

### **12.1. Letter of Interest (No points)**

The SOQ must include a cover letter containing the name, address, telephone number, and e-mail address of the Offeror and the principal contact person. The Letter of Interest shall also include the following: (1) name, address, telephone number, and e-mail address for all listed consultants, subconsultants and/or subcontractors for the Project; and (2) the type of firm or organization (corporation, partnership, joint venture, etc.) that will serve as the prime contracting party. The letter of interest may be a maximum of two (2) pages.

### **12.2. Minimum Qualifications**

#### **12.2.1 Statement of Offeror's Ability to Provide Performance and Payment Bond (Pass/Fail)**

As a mandatory minimum requirement, the Offeror must have the ability to obtain a performance and payment bond in the amount of \$100,000,000. Offeror shall provide a letter signed by an authorized representative of Offeror's surety company (or agent) confirming that the Offeror can meet this minimum requirement. Any Offeror who fails to meet this mandatory minimum requirement will be considered non-responsive and will not be considered further by the Owner in this Procurement process. The surety shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of District to advise. Letters indicating "unlimited" bonding capability are not acceptable.

#### **12.2.2 Statement of Offeror's Ability to Meet the Owner's Insurance Requirements. (Pass/Fail)**

As a mandatory minimum requirement, the Offeror must document that it has the ability to meet the minimum insurance requirements as set forth in the attached draft Insurance Requirements (Attachment 10). Offeror shall provide a letter from Offeror's insurance company or broker indicating that the Offeror is capable of complying with the insurance requirements specified in Attachment 10. Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. The insurer shall be a company authorized to conduct business in the state where the Project is located with a minimum rating of District to advise.

#### **12.2.3 Statement of Offeror's commitment to use a Skilled and Trained Workforce. (Pass/Fail)**

As a mandatory minimum requirement, the Offeror must document its commitment to use a

skilled and trained workforce as required by California Public Contract Code Section 22185.3(b)(1). Any Offeror who fails to meet this mandatory minimum requirement will be considered to be non-responsive and will not be considered further by the Owner in this Procurement. Section 22185(b) provides as follows

“A design-build entity shall not be evaluated for selection unless the entity provides an enforceable commitment to the local agency that the entity and its subcontractors at every tier will use a skilled and trained workforce to perform all work on the project or contract that falls within an apprenticeable occupation in the building and construction trades, in accordance with Chapter 2.9 (commencing with Section 2600) of Part 1.”

### **12.3. Technical and Management Qualifications**

The SOQ shall demonstrate the Design-Build Team’s ability to undertake the Project by providing the following technical and management qualifications of the Offeror, Team Members, and individual Key Team Members. The Offeror is responsible for ensuring that contact information contained in their referenced Project profiles is correct. The inability to contact a reference may have a detrimental impact on the evaluating qualifications.

Emphasis will be placed on past performance and expertise in performing substantive work on projects that are of Similar Scope and Complexity, as described in the definitions above. The Owner reserves the right to award more points to projects that have more of the characteristics set forth in the definition of Projects of Similar Scope and Complexity. The Owner also reserves the right to award more points to successful projects in which the Offeror, Team Members, and/or individual Key Team Members had substantial responsibility for their respective scopes of work.

The SOQ will be evaluated on the following technical and management qualifications:

### **12.4. Team Organization**

- a. Provide an organization chart (showing Team Members, Key Team Members and their firm affiliation) for all phases of the Project from design through final acceptance and warranty and maintenance period. Be certain to identify specific individuals for key functions and show interrelationships and reporting hierarchy. Note whether individuals are performing multiple functions. At a minimum, identify the Key Team Members performing the functions identified below. To the extent that the Design-Builder has additional Key Team Members on their team, the Design-Builder should include those individuals.
  - i. Person responsible for the overall management of the Project and design-build contract;
  - ii. Architect/Engineer of Record;
  - iii. Person responsible for overall construction management;
  - iv. Person responsible for on-site field supervision and direction and construction (Superintendent);
  - v. Person responsible for safety;
  - vi. Person responsible for quality assurance;
  - vii. Person responsible for cost controls and budgeting;

- viii. Person responsible for scheduling; and
- ix. Person responsible for systems testing, configuration, and commissioning.
- b. Provide a resume for all Key Team Members. Resumes should be no longer than 1 page and should include the following information:
  - i. Description of the individual's proposed Project role;
  - ii. Identification of employer and number of years employed by the firm;
  - iii. Educational background, professional licenses, and/or certifications;
  - iv. Experience relevant to their proposed role on the Project and how their past performance on previous projects will benefit this Project; and
  - v. Based on the information available to the Design-Builder, proposed percentage of time that the Design-Builder intends to assign this individual to the Project.
- c. Describe the corporate structure of the Design-Builder and all Team Members. If the prime Design-Builder is a Joint Venture, all Joint Venture partners must have functional responsibilities for the Project. Describe the duties of each Joint Venture partner.

**12.5. Demonstrated Past Performance with Successful Projects of Similar Scope and Complexity**

- a. Describe the Team's past performance in successfully managing design-build (or a similar integrated delivery model) Projects of Similar Scope and Complexity that include management and communications of an integrated team of design consultants, specialty subcontractors, and trade contractors. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Describe the Team's past performance in developing integrated design and construction schedules for Projects of Similar Scope and Complexity.
- c. Describe the Team's past performance in developing and/or managing costs within a Guaranteed Maximum Price.
- d. Describe the Team's past performance working together and/or describe the steps the Team has taken to promote integration and a collaborative working environment. The Owner reserves the right to award more points to those teams who have worked together in a collaborative delivery model.

**12.6. Design-Build Design, Engineering, and Permitting Past Performance**

- a. Describe the Design-Builder's past performance in managing the design process.
- b. Describe the Team's past performance with designing and permitting Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the project and how those issues or problems were resolved.
- c. Describe the software used by the Team for design services, including a description of the Building Information Modeling system or other specialized software the Team would utilize for this Project.
- d. List all professional registrations and/or certifications that are relevant to the work associated with the Project.

**12.7. Design-Build Construction Past Performance**

- a. Describe the Team's past performance with construction management and construction of Projects of Similar Scope and Complexity. Include a description of any issues or problems that arose on the projects and how those issues or problems were resolved.
- b. Include in the narrative the Team's approach to the following:
  - i. Sequencing construction activities to maximize efficiency and minimize disruption on the Owner with particular emphasis on the accelerated delivery of Phase 1 and a seamless transition into Phase 2;
  - ii. Change orders; and
  - iii. Configuration, commissioning, and testing Projects of Similar Scope and Complexity.

**12.8. Safety Performance History**

The Design-Build Entity shall provide its safety record for the past five (5) years, including Experience Modification Rate (EMR), OSHA recordable incident rate, and a summary of any safety citations or violations. Provide an explanation of corrective actions for any incidents exceeding industry norms. A proposer's safety record shall be deemed acceptable if its EMR for the most recent three-year period is an average of 1.00 or less, and its average total recordable injury or illness rate and average lost work rate for the most recent three-year period does 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.

**12.9. Contract Exceptions**

Proposers are required to review the sample agreement (Attachment 3) included in this solicitation and identify any requested exceptions or modifications. All exceptions must be clearly stated in the proposal submittal and accompanied by proposed alternative language where applicable. This request is intended to streamline negotiations and ensure transparency in each proposer's contractual position. The District reserves the right to accept, reject, or negotiate any proposed exceptions. Failure to identify exceptions will be interpreted as full acceptance of the contract as written.

**12.10. Fee Proposal Requirements**

The Proposer shall provide a fee proposal as part of the Design-Builder selection process.

- a. The fee proposal shall be submitted on the fee proposal form (Attachment 5). Fees shall be shown in percentages and dollar amounts. The estimated direct construction cost is identified in the Project Description, Section 4.3.
- b. Staffing levels and hourly rates. Attach a table to the fee proposal form showing the planned staffing assigned to the pre-construction services phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the estimated number of hours and hourly rate (including all mark-up) for each individual assigned to the Project during the Pre-Construction Services phase, and the total of all hours planned to be expended during the Pre-Construction Services phase.

- c. Attach a table to the fee proposal form showing the planned staffing assigned to site management during the Construction Services phase. The table shall list all individuals assigned to perform work directly on the Project and indicate name, job classification, existing employees, or employees to be hired, or non-employees (independent consultants), the estimated number of hours and hourly rate (excluding overhead and profit) for each individual assigned to the Project during the Construction Services phase, and the total of all hours planned to be expended during the Construction Services phase.
- d. The Design-Builder shall propose fees for the Project in the following manner:
  - a. Pre-Construction Services fee. Provide an itemized and not to exceed amount to cover all Pre-Construction Services, including:
    - i. Full design services (program validation, conceptual design, schematic design, design development) fees for architects, engineers, consultants, design-build and/or design assist trade contractors, and others.
    - ii. Exclude design fees incurred during the construction phase from the Pre-Construction Services fee.
    - iii. Pre-construction services to include, but not limited to, estimating, scheduling, phasing/logistic planning, and constructability reviews for the Design-Builder, key subcontractors, consultants and others. Include all project meetings and presentations outlined in Section 5.8.
    - iv. Overhead and profit on design and pre-construction services.
    - v. Services to prepare an all-in guaranteed maximum price.
  - b. Construction Services Phase
    - i. General Conditions/General Requirements. Include all staff and facilities located at the construction site to manage the construction of the Project, but not overhead and profit.
    - ii. Overhead and profit stated as a percentage of the total estimated design and construction cost.
    - iii. Payment and Performance Bonds for Design-Builder stated as a percentage of total estimated design and construction cost.

**12.11. Other Proposal Requirements**

- a. The Proposal must contain the following, fully completed (and where applicable, executed) documents. The District will reject as non-responsive any Proposal submitted without these documents:
- b. Designation of Subcontractors List (Attachment 6)
- c. Non-Collusion Declaration (Attachment 7), subscribed and sworn before a notary public.
- d. A letter from a surety duly licensed to do business in the State of California, having a financial rating from A. M. Best Company of A-IX or better, confirming that surety has agreed to provide Design-Builder with performance and payment bonds (Construction Performance Bond) and

(Construction Labor and Material Payment Bond), with minimum sums appropriate for this project.

### **13. PROJECT AWARD AND COMMENCEMENT**

#### **13.1. Announcement of Award**

Upon completion of the District's evaluation of all Proposals, the District shall rank the responsive Design-Builders' based on the evaluation factors, ranking and scoring methodology outlined in the RFQ/RFP. The District may award a contract for Pre-Construction services to the highest scoring Proposer, which shall be deemed to be the "best value" to the District. If a contract is awarded, District shall publicly announce the award of the contract for the Project by issuing a Notice of Award and by electronically mailing it to all parties who requested that the District provide such notice.

#### **13.1. Post-Notice of Award Requirements**

The successful Design-Builder must be prepared to commence work immediately following execution of the contract and receipt of the Notice to Proceed. In the event contract execution is unsuccessful with the first selected Proposer, the District may choose to award the contract to the next Proposer in the ranking.

### **14. OTHER TERMS AND CONDITIONS OF THE RFQ/RFP PROCESS**

#### **14.1. The District expressly reserves the unqualified right to undertake any of the following if advantageous to the District:**

- a. Accept or reject any or all of the submitted Proposals;
- b. Waive or decline to waive any and all defects as to form, content, informalities, minor technical inconsistencies and/or irregularities in any Proposal or the RFQ/RFP process;
- c. Terminate the RFQ/RFP process at any time;
- d. Modify and/or suspend any and all aspects of the RFQ/RFP at any time;
- e. Reissue the RFQ/RFP;
- f. Extend the time frame for submission of the RFQ/RFP;
- g. Request clarification of information submitted and/or request additional information from any or all submitting Proposers;
- h. Hold all Proposals for a period of one hundred twenty (120) days after the deadline for receipt of Proposals;
- i. Decline to enter into a contract with any Proposer;
- j. Conduct personal interviews, negotiations and/or request best and final offers, from any or all Proposers during the RFQ/RFP process before making selection of the Design-Builder;
- k. The Proposals submitted in response to this RFQ/RFP will become the property of the District and may be used by the District in any way it deems appropriate;
- l. While the information submitted in Proposals will become a public record after award of the contract. Until such award is made, the information submitted by a Proposer will not be disclosed in response to any public record act request or similar request for information. The District will use these documents as part of the basis of scoring and evaluating proposers. Trade secrets and financial information that the proposer

believes are exempt from public disclosure shall be appropriately marked as "Confidential."

- m. The District reserves the right to verify and check information submitted from all other sources available to the District. The District's decision will be based on objective evaluation criteria as set forth in the RFQ/RFP documents;
- n. Acceptance of any Proposal will take into consideration the reliability of the Proposer, past documented performance of the Proposer, and all of its proposed team members and sub-consultants, and the appropriateness of the information provided. The District will, in the exercise of its discretion, be the sole judge in the determination of the quality and appropriateness of Proposals. The District's decision will be final;
- o. All costs for preparation, submission and/or delivery incurred by the Proposer are the sole responsibility of the Proposer and will not be paid by the District. The District will not be liable for any costs incurred in the preparation of Proposals or incidental to the preparation and presentation of Proposals, either orally or in writing. Any costs incurred in the preparation of the Proposal, in the submission of additional information, and/or in any other aspect of the Proposal before the award of the contracts will be borne by the Proposer;
- p. Proposals that are submitted with conditional clauses, alterations, items not called for by the RFQ/RFP, or irregularities of any kind are subject to rejection by the District as non-responsive, at the District's option;
- q. By submitting a Proposal, the Proposer acknowledges that the Proposer has investigated and satisfied itself as to the conditions affecting 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;
- r. 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;
- s. 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;
- t. The Proposer shall furnish the District with such additional information as the District may reasonably require and request;
- u. At the end of the RFQ/RFP process, the District will require the selected Design-Builder to enter into the Progressive Design-Build Agreement in substantially the same form as that prepared by the District, a copy of which can be found in Attachment 3.
- v. Proposals received after the time and date specified may not be considered at the sole discretion of the District. It is the sole responsibility of each Proposer to ensure that its Proposal is submitted before or at the time and date specified;
- w. No individual or firm responding to this RFQ/RFP shall obtain any claim or cause of action against the District by reason of any aspect of the RFQ/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;

- x. Unless requested to do so in writing either in response to a written request for clarification from the District or as otherwise permitted by the RFQ/RFP documents, Proposers and their Design-Builder team members, sub-consultants and subcontractors shall not communicate, either verbally or in writing, with: (1) any member of the RFQ/RFP Selection Committee; (2) any consultant or professional retained by the District for the purpose of providing the District advice or professional services in respect to the Project, the Request for Proposal process or the award of the contract; or (3) any trustee, officer, employee or representative of the District with respect to any matter relating to the Project;
- y. The District reserves the right, but shall not have the obligation, after the deadline in the RFQ/RFP schedule for submission of Design-Builder 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 the 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 the District for submission of best and final offers intends to make no change to its 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 the District, its Design-Builder Proposal and all prior-submitted best and final offers and (2) referring to such Design-Builder Proposal and prior-submitted best and final offers, states that there is "no change" thereto. If a Proposer in response to a request by the 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 Design-Builder 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 the District, its Design-Builder 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 Design-Builder's Proposal or any prior-submitted best and final offer being amended, all of the words being deleted from and/or added to the Design-Builder's Proposal and prior-submitted best and final offer. Best and final offers shall include an acknowledgement of any RFQ/RFP addenda issued after the deadline in the RFQ/RFP schedule for submission of Design-Builder's 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 RFQ/RFP;
- z. Following the ranking of Proposals after submission of best and final offers, the District may, at its sole discretion, elect to proceed with award of the contract without negotiations, or it may proceed with negotiations with the Proposers. Negotiations may involve any aspect of the Proposer's Proposal (or fee proposal) and any provision of the contract documents including scope of work, terms and conditions. The District may also initiate negotiations to reduce costs to meet the budget. Because the District has the right to award the contract without negotiations, all Proposers must commit to entering into the contract based upon their Proposals submitted in response to this

RFQ/RFP. Any decision to commence negotiations regarding the contract and any topics of negotiation are at the District's sole discretion.

- aa. 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 Proposals or best and final offers, for the limited purpose of clarifying a Proposal or its best and final offers. Post-scoring discussions are not to be used to permit changes to a Proposal or a best and final offer. Post-scoring discussions shall be conducted by the RFQ/RFP selection committee in accordance with the RFQ/RFP as may be amended from time to time by the District, via an RFQ/RFP addendum;
- bb. The District reserves the right at any time to request in writing from any Proposer, or all Proposers, clarification of any information contained in a 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 RFQ/RFP schedule for receipt of Proposals and prior to award. Nothing stated herein or elsewhere in the RFQ/RFP documents shall be interpreted as obligating the District to request further clarification from any Proposer or as obligating the District to seek the same or similar clarification from other or all Proposers. Requests by the District for clarification shall be responded to by the Proposer to whom they are directed within three (3) days after the date of receipt thereof by the proposer. Responses to such requests by the District shall be limited to clarifying the portion of the Proposal or best and final offer described in the District's request. Responses shall not include changes to a 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;
- cc. Without limitation to any of the District's other rights under the RFQ/RFP documents or applicable laws, the District reserves the right to reject any Design-Builder Proposal that contains any information that is false, incorrect, materially incomplete or misleading, is not accompanied by documents required by the RFQ/RFP documents to be submitted with a Proposal, or is in any way incomplete or irregular. The District further reserves the right, before or after evaluation and scoring of Proposals or best and final offers, to withdraw its request for Proposal and/or reject all Proposals or best and final offers;
- dd. Award of any contract is subject to availability of funds. In the event that funds are not available, the District shall have the right, without any liability to any Proposer, to decline to award any contract or contract amendment;
- ee. No changes in or additions to Design-Builder's team members shall be permitted at any time during the RFQ/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;
- 1 ff. Consultants or sub-consultants to the District who (1) are participants or advisors to the District in respect to the design-build procurement for the Project, or (2) provide professional services and advice to the District in respect to any other project being proposed for construction, or under construction, shall not be allowed to participate as a team member or as a sub-consultant or subcontractor, of any tier, to a Design-Builder.
- gg. Proposers shall identify in their 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;
- hh. Proposals and best and final offers are nontransferable and may not be assigned;
  - ii. The 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-Builder Agreement or General Conditions by issuance of an RFQ/RFP addendum setting forth the substance of such change;
  - jj. Proposals and best and final offers shall not contain, nor be conditioned upon acceptance of, any exceptions, changes or additions to the terms and conditions of the Design-Builder agreement or General Conditions, other than changes that have been approved and ordered by the District by means of a previously issued RFQ/RFP addendum. Statements contained in a Proposal or best and final offer to the effect that a price is based on certain "assumptions" that are not part of the specific requirements of the RFQ/RFP documents shall be deemed to constitute an impermissible qualification in violation of the requirements of this paragraph and be grounds for disqualification;
  - kk. Following award of contract, the District may prepare a conformed Project manual reflecting addenda issued during Proposal period, which will, failing objection, constitute the approved Project manual;
  - ll. Failure to execute any agreement within the timeframe identified in the Notice of Award shall be sufficient cause for voiding the award. Failure to comply with other requirements within the set time shall constitute failure to execute the agreement. If the selected Proposer refuses or fails to execute any contract, the District may award the contract to the next qualified, highest-ranked Proposer;
  - mm. Proposal Protest. Any Proposal protest must be submitted in writing to the District's main office (Attention name, title, address) no later than the sixth (6<sup>th</sup>) calendar day following posting of the Notice of Intent to Award. Any Proposal protest received after the deadline as described herein shall be deemed null and void;
    - i. The initial protest document must contain a complete statement of the basis for the protest.
    - ii. The protest must refer to the specific portion of the document that forms the basis for the protest, and must describe in detail the specific errors allegedly committed by the District in evaluating the protesting Proposal.
    - iii. The protest must contain the name, address and telephone number of the person or entity representing the protesting party.
    - iv. The party filing the protest must transmit a copy of the initial protest document and any attached documentation concurrently to all other parties having a potential direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Design-Builder's that appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
    - v. The procedure and time limits set forth in this paragraph are mandatory and are the Design-Builder's sole and exclusive remedy in the event of Proposal protest. The Design-Builder's failure to promptly

comply with these procedures shall constitute a waiver of any and all rights to further pursue the Proposal protest, including without limitation filing a government code claim or instituting legal proceedings. A Design-Builder may not rely on a protest submitted by another Design-Builder, but must timely pursue its own protest.

#### 14.2. Organizational Conflict of Interest for Design-Build Projects

- a. This section establishes the organizational conflict-of-interest guidelines applicable to design-build projects procured pursuant to Public Contract Code Section 22185 et seq.
- b. This section applies to all Consultants and Contractors that have entered into or wish to enter into contracts with the District to perform design-build work.
- c. Contractors and consultants participating as proposers (“Proposers”) on a design-build project or joining a design-build team may not have an organizational conflict of interest. Organizational conflicts of interest are created by circumstances arising out of consultants’ or contractors’ existing or past activities, business or financial interests, familial relationships, contractual relationships, or organizational structure (e.g., parent entities, subsidiaries, affiliates) that result in:
  - a. Impairment or potential impairment of consultants’ or contractors’ ability to render impartial assistance or advice to the District or of their objectivity in performing work for the District.
  - b. An unfair competitive advantage for any bidder or Proposer with respect to the District’s procurement.
  - c. A perception or appearance of impropriety with respect to any of the District’s procurements or contracts, or perception or appearance of unfair competitive advantage with respect to a procurement by the District (irrespective of whether such perception is accurate).
- d. Proposers having a conflict, or potential conflict, must immediately make a full written disclosure of the conflict to the District Manager and shall have a continuing obligation to do so until they are no longer Proposers. If a Proposer determines that a potential conflict of interest exists, the Proposer’s disclosure will not necessarily disqualify the Proposer from being awarded a contract. The Proposer shall submit proposed measures to avoid, neutralize, or mitigate all potential or actual conflicts. The District, at its sole discretion, shall determine whether an organizational conflict of interest exists and whether the proposed measures are sufficient to overcome the conflict or potential conflict and whether the Proposer may continue with the procurement process.
- e. The successful Proposer to whom the contract is awarded (“Contractor”) has an ongoing obligation to monitor and disclose conflicts or potential conflicts of interest. The District has the right to ongoing enforcement of this policy. If an organizational conflict of interest is discovered after the contract has been awarded, the Contractor must make an immediate and full written disclosure to the District that includes a description of the action that the Contractor has taken or proposes to take to avoid or mitigate the conflict. If an organizational conflict of interest is determined to exist and the Contractor was aware of the organizational conflict of interest prior to award of the contract and did not disclose the conflict, the District may terminate the contract. If a conflict of interest arises after the contract award and the Contractor’s proposed

measures to avoid or mitigate the conflict are determined by the District to be inadequate to protect the District, the District may terminate the contract. If the contract is terminated, the District assumes no obligation, responsibility, or liability to reimburse all or part of the costs incurred or alleged to have been incurred by the Contractor, and the District shall be entitled to pursue any and all appropriate legal remedies.

- f. This section shall be incorporated by reference into all design-build contracts executed by the District.
- g. This policy does not derogate from any obligation of "Consultant" under the Fair Political Practices Act, its Regulations, or the District's Conflict of Interest Code. For reference, "Consultants" are defined in FPPC Reg. 18700.3 and include persons who make a government decision whether to authorize the agency to enter into, modify, or renew a contract; grant agency approval to a contract or specification for such a contract; or grant agency approval to a plan, report, or design.