

# **Mt. Diablo Unified School District**

## **Request For Qualifications and Proposals MDUSD 1616**

Chemistry Buildings 2013  
at  
Various Sites

Dated  
January 17, 2013



Mt. Diablo Unified School District  
2010 Measure C  
3333 Ronald Way, Concord, CA 94519

January 17, 2013

**REQUEST FOR QUALIFICATIONS AND PROPOSALS**

**CHEMISTRY BUILDINGS AT VARIOUS SITES 2013**

Mt. Diablo Unified School District invites responses from qualified firms, partnerships, corporations, associations, persons, or professional organizations to enter into agreements with the District for the **CHEMISTRY Buildings at Various Sites 2013** ("Project").

The District intends to award this Project pursuant to a lease-leaseback structure (Education Code section 17406). Interested firms or persons are invited to submit their qualifications and proposal as described below, with one (1) original and five (5) copies of requested materials to:

**Mt. Diablo Unified School District  
2010 Measure C  
3333 Ronald Way, Concord, CA 94519  
Attn: Timothy M. Cody**

Questions regarding this Request for Qualifications/Request for Proposals ("RFQ/RFP") may be directed to Timothy M. Cody at codyt@mdusd.org. Firms with questions or comments about the RFQ/RFP or the Project should not contact any other District representative, Board member, consultant, or employee, unless directed to do so by Mr. Pedersen.

**All responses must be received by February 7, 2013, no later than 3:00 p.m.**

This RFQ/RFP is not a formal request for bids or an offer by the District to contract with any party responding to this RFQ/RFP. The District reserves the right to reject any and all responses. The District also reserves the right to amend this RFQ/RFP as necessary.

**I. General Information.**

- A. Qualifications.** The District invites firms to submit qualifications related to their ability to provide development and construction services with respect to the construction of the Project described herein ("Firm").
- B. Proposal.** In addition, the Firms shall provide a firm proposal to the District to perform the Project as indicated herein. The Firm selected as a result of this process may thereafter work cooperatively with the District Board, staff and consultants, the design team (if any), and the Project inspectors, to facilitate the timely completion of the Project.
- C. Criteria.** The District wishes to retain a Firm that has the financial strength, management and expertise to deliver the Project within the proposed schedule and within the established budget. The District reserves the right to choose any Firm. The Firm will be selected based on qualifications and demonstrated competence that include relevant experience with public school construction, experience with State of California school construction approval process, and a proven track record for cost-efficient and timely construction projects. A "best value" method of selection will be utilized. The "best value" method includes, but is not limited to, evaluating the following selection criteria ("Criteria"). The order listed does not imply order of importance.
1. Technical expertise;
  2. Firm experience and individual team member experience;
  3. Recent completion of projects through a lease-leaseback structure (Education Code section 17406);
  4. Recent completion of similar projects;
  5. Proximity of offices and availability of qualified staff;
  6. Prior positive experience with District staff and current consultants;
  7. Skilled labor force;
  8. Safety record;
  9. Constructability and value engineering expertise, experience, and approach;
  10. Experience with the type of product(s) requested and features similar to the Project;
  11. Ability to use and ownership of Pre-Checked (PC) Drawings for substantive components of the Project;
  12. Logical and efficient methodology in technical approach to the Project;
  13. Ability to meet approved schedules;
  14. Anticipated charge for Project, including general conditions, fees and other costs;
  15. General responsiveness to this RFQ/RFP.
- D. Description of Project.** The Project for which the District is seeking responses is indicated in **Attachment "A,"** attached hereto.
- E. Project Architect.** The District's architect of record for the Project is **PHd Architects, Inc.** in Lafayette, California.
- F. Lease-Leaseback Structure**
1. **Education Code Section 17406.** The Project will be funded from various sources, and any agreement reached will conform to the statutory framework for the lease-leaseback delivery method (Education Code section 17406).
  2. **Potential Financing / Payments.**
    - (a) The Firm may be responsible for financing a portion of the construction of the Project.

(b) During construction, the District shall pay tenant improvement payments at a pre-determined payment amount. Once the Project is complete, the Firm shall lease the facilities constructed back to the District for a pre-determined monthly lease payment amount and lease period. The District intends the lease to include an early termination payment option for the District.

- G. Schedule.** The Project must be fully completed by the dates indicated in **Attachment "A."**
- H. Project Estimates.** The current construction estimate for the Project is as indicated in **Attachment "A."** The District expects significant cost reductions to be realized through cost cutting efforts with the Firm as described herein.
- I. District Project Management Description.** The District's 2010 Measure C Program Manager or his/her designee will be the primary point of contact between the Firm and the District.
- J. Diligence.** Submission of a proposal signifies careful examination of the Contract Documents and a complete understanding of the nature, extent, and location of Work to be performed. Firms submitting proposals must complete the tasks listed below as a condition to submitting a proposal, and submission of a proposal shall constitute the Firm's express representation to District that the Firm has fully completed the following:
1. The Firm has visited the Project Site, if required, and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as-built conditions, and all local conditions and federal, state and local laws, and regulations that in any manner may affect cost, progress, performance, or furnishing of Work or that relate to any aspect of the means, methods, techniques, sequences, or procedures of construction to be employed by the Firm and safety precautions and programs incident thereto;
  2. The Firm has conducted or obtained and has understood all examinations, investigations, explorations, tests, reports, and studies that pertain to the subsurface conditions, as-built conditions, underground facilities, and all other physical conditions at or contiguous to the Site or otherwise that may affect the cost, progress, performance, or furnishing of Work, as the Firm considers necessary for the performance or furnishing of Work at the Guaranteed Project Cost, within the Contract Time, and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Construction Provisions; and no additional examinations, investigations, explorations, tests, reports, studies, or similar information or data are or will be required by the Firm for such purpose;
  3. The Firm has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports, and studies with the terms and conditions of the Contract Document;
  4. The Firm has given the District prompt written notice of all conflicts, errors, ambiguities, or discrepancies that it has discovered in or among the Contract Documents and the actual conditions, and the written resolution thereof by the District is acceptable to the Firm;
  5. The Firm has made a complete disclosure in writing to the District of all facts bearing upon any possible interest, direct or indirect, that the Firm believes any representative of the District or other officer or employee of the District presently has or will have in this Contract or in the performance thereof or in any portion of the profits thereof;
  6. The Firm must, prior to submitting a proposal, perform the work, investigations, research, and analysis required by the Request for Qualifications and that the Firm represented in its proposal and the leases that it performed prior to submitting a proposal. The Firm is charged with all information and knowledge that a reasonable contractor would ascertain from having performed this required work, investigation, research, and analysis. Proposals must include entire cost of all work "incidental" to completion of the Work.
  7. Conditions shown on the Contract Documents: Information as to underground conditions, as-built conditions, or other conditions or obstructions, indicated in the Contract Documents, e.g., on Drawings or in Specifications, has been obtained with reasonable care, and has been recorded in

good faith. However, District only warrants, and the Firm may only rely, on the accuracy of limited types of information.

- K. As to above-ground conditions or as-built conditions shown or indicated in the Contract Documents, there is no warranty, express or implied, or any representation express or implied, that such information is correctly shown or indicated. This information is verifiable by independent investigation and the Firm is required to make such verification as a condition to submitting a proposal. In submitting its proposal, the Firm shall rely on the results of its own independent investigation. In submitting its proposal, the Firm shall not rely on District-supplied information regarding above-ground conditions or as-built condition.
- L. As to any subsurface condition shown or indicated in the Contract Documents, the Firm may rely only upon the general accuracy of actual reported depths, actual reported character of materials, actual reported soil types, actual reported water conditions, or actual obstructions shown or indicated. District is not responsible for the completeness of such information for preparing a proposal or construction; nor is District responsible in any way for any conclusions or opinions of the Firm drawn from such information; nor is District responsible for subsurface conditions that are not specifically shown (for example, District is not responsible for soil conditions in areas contiguous to areas where a subsurface condition is shown).
  - 1. Conditions Shown in Reports and Drawings Supplied for Informational Purposes: Reference is made to the document entitled Geotechnical Data, and the document entitled Existing Conditions, for identification of:
    - a. Subsurface Conditions: Those reports of explorations and tests of subsurface conditions at or contiguous to the Project Site that have been utilized by Architect in preparing the Contract Documents; and
    - b. Physical Conditions: Those drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Project Site that has been utilized by Architect in preparing the Contract Documents.
- M. These reports and drawings are **not** Contract Documents and, except for any “technical” data regarding subsurface conditions specifically identified in Geotechnical Data and Existing Conditions, and underground facilities data, the Firm may not in any manner rely on the information in these reports and drawings. Subject to the foregoing, the Firm must make its own independent investigation of all conditions affecting the Work and must not rely on information provided by District

## II. Submittal Requirements

All responses must be concise, well organized, and demonstrate the Firm’s qualifications. Responses shall follow the format outlined below. Responses shall be no longer than **50 pages (or 25 pages double-side)**, 8½” x 11” paper, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below.

### A. Cover Letter

### B. Table of Contents

### C. Firm Information

- 1. **General Information.** Provide the name, address, and a brief history of the Firm. Please include any former names of the Firm and the number of years the Firm has participated in construction as a general contractor. Include an organizational chart of the Firm.
- 2. **Personnel.** Provide resumes of personnel to be involved with the Project, including their school construction experience. Upon engagement, any change in personnel must be approved by the District. The Firm shall be responsible for any additional costs incurred by the engagement of a change in personnel.

3. **Past Project Values.** Provide the volume of completed construction in dollars for each of the past five (5) years and projects in progress.
  4. **Financials, Bonding & Insurance.** Provide a statement regarding financial resources, bonding capacity, and insurance coverage.
  5. **Claims Statement.** Provide a claims statement indicating any and all suits or claims in which the Firm or its personnel were parties and which related to construction projects within the past five (5) years. If a suit or claim was limited to a claim from a subcontractor to the Firm or a supplier to the Firm and did not include a project's owner, you need not include that suit or claim in your claims statement.
  6. **Contractor's License Information.** Provide the Firm's contractor license number and whether that license has been revoked or suspended in the past five (5) years.
  7. **Engineering / Architect License Information.** Provide the Firm's engineer and/or architect license number.
  8. **Firm Officers.** Provide signatory status of officer(s) of the Firm.
  9. **Local Office.** Provide the location of your local office nearest to the District, your main office if different, and other relevant resources of your Firm.
- D. Prior Relevant Experience.** The District prefers to contract with a Firm that has direct experience on projects of similar scope and structure, located in the geographic vicinity of the District.
1. **School Projects.** List **ALL** projects your Firm has been involved with for the past **seven (7) years** that satisfy the following factors:
    - (a) The project is located within approximately **Fifty (50) miles** of the District's administrative offices;
    - (b) The total project contract **exceeds \$5,000,000**;
    - (c) Multiple phased Projects at multiple sites: and
    - (d) The owner is a public school.

For these projects, provide a contact name and telephone number for the owners and indicate which key Firm personnel worked on each project.

Also, indicate whether the Firm performed its work under a lease-leaseback arrangement pursuant to Education Code section 17406, or other alternative delivery methods.
  2. **Complicated Projects.** As part of or in addition to your description of your Firm's past projects listed above, list projects your Firm has successfully completed that had some or all of the following obstacles, including the creative solutions from the Firm on how these obstacles were overcome:
    - (a) A very aggressive schedule;
    - (b) Significant budgetary restrictions.
    - (c) Be prepared to expand upon the following:
      - (i) What you did to accommodate the complexity of the project,
      - (ii) The needs of the clients on site,
      - (iii) Minimize inconveniences, and
      - (iv) Maximize safety.
  3. **Other Projects.** List other projects you would like the District to consider in its evaluation.

- E. Lease-Leaseback Agreement Forms.** Attached to this RFQ/RFP as **Attachment “B”** are forms for the lease-leaseback agreement in substantially the form of the final lease-leaseback agreements. The District reserves the right to combine the leases for all projects into one lease-leaseback agreement or to separate them into separate leases for each site. The successful Firm shall be required to comply with the terms of these forms. Please provide any comments or objections to these forms, if any. **PLEASE NOTE:** The District will not consider any substantive changes to these forms if they are not submitted at this time
- F. Architectural Drawings:** If applicable, provide a copy of Firm’s base-line architectural drawings. Additional drawings may be submitted if the Firm believes that the inclusion is necessary to fully describe ability to meet District design criteria. **Provide any additional documentation related to DSA approval and/or status thereof.**
- G. Proposal.** The District is requesting Firms to provide a firm proposal to perform the Project. Your pricing should be as detailed as possible, divided by scope. In addition, provide your Firm’s charges to the District for the following items. .
- 1. General Conditions:** List what is included in the Firm’s general conditions (including full-time and part-time personnel) and a monthly value of each item within the general conditions. Indicate what would be included as a cost of work vs. a line item in the general conditions.
    - (a)** You may list your general conditions as either a set monthly amount or a percentage of Project construction budget (hard) costs.
    - (b)** If applicable, provide a simplified cash flow to indicate reduced general conditions charges at different periods in the project.
    - (c)** The District will have the right to review and approve these items and costs.
  - 2. Mark-up on subcontractor work:** As a percentage of subcontract amounts. Provide a breakdown of actual mark-up or any information that will help the district evaluate this proposed item.
  - 3. Mark-up on direct costs for self-performed work:** As a percentage of direct costs. Provide a breakdown of actual mark-up or any information that will help the district evaluate this proposed item.
  - 4. Fee:** If your Firm intends to charge a fee, overhead, profit, or similar charge in addition to the “mark-ups” indicated above, please state what that charge is, either as a set amount or a percentage of Project construction budget (hard) costs.
  - 5. Contingency:** Provide a line item for contingency of three percent (3%). This amount may be adjusted later. It shall be understood that any contingency is owned by the District and unused funds shall be returned to District upon completion.
  - 6. Other Costs:** Any other costs, fees, or a charge the Firm intends to charge the District to perform the work of the Project.
  - 7. Separate proposal for each site:** District requests separate proposal for each site. Each site proposal shall be comprehensive and include item G.1 thru G.6.

### **III. Public Records Act**

Responses to this RFQ/RFP will become the property of the District and subject to the California Public Records Act, Government Code sections 6250, *et seq.* Those elements in each response that are trade secrets as that term is defined in Civil Code section 3426.1(d) or otherwise exempt by law from disclosure and which

are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a Public Records Act request for any of the contents of a response marked "Confidential," "Proprietary," or "Trade Secret," the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under the Public Records Act.

#### **IV. District's Evaluation and Selection Process**

- A.** The District will review and evaluate all submitted documents received per this RFQ/RFP.
- B.** Responses will be opened privately to assure confidentiality and avoid disclosure of the contents to competing respondents prior to and during the review, evaluation and negotiation processes.
- C.** Responses will be reviewed for responsiveness and objectively evaluated pursuant to the Criteria.
- D.** After the responses are evaluated and/or ranked, the District, at its sole discretion, may elect to interview one or more Firms. Adequate time will be allowed for presentation of qualifications followed by questions and answers.
- E.** District staff will recommend one Firm (but reserves the right to recommend more than one Firm) to the District's Board that, in staff's opinion, is most qualified.
  - 1.** The District DOES NOT intend to first enter into a PSA with the successful Firm(s) as indicated herein.
  - 2.** District intends to then enter into the lease-leaseback agreement with the successful Firm.
  - 3.** If the District is unable to successfully negotiate a satisfactory agreement, at any time during this process, with terms and conditions the District determines to be fair and reasonable, the District may then commence negotiations with the next most qualified Firm in sequence until an agreement is reached or determination is made to reject all responses.
  - 4.** While the District intends to execute one lease agreement for the entire package, Firms are hereby informed the District may negotiate with all qualified firms and/or execute multiple lease agreements to complete work.
- F.** Final selection of a Firm, terms and conditions of any and all agreements and authority to proceed with noted construction services, shall be at the sole discretion of the District.

## Attachment "A"

### Preliminary Description of Project

#### Construction of District Owned Pre-Checked (PC) CHEMISTRY Buildings ("Project")

1. This District has estimated that the Project's construction budget (hard costs) is between **\$3 million and 3.2 million**, which already includes a contingency and escalation.
2. This Project, including furniture, equipment and occupancy must be fully completed by **September 9, 2013**.
3. The Project is generally described as follows:
  - 3.1. Construction and site development required to deliver PC-approved modular "SMART" Chemistry classroom(s) as follows:
    - 3.1.1. Concord HS – one building consisting of two (2) approximately 1440 square foot minimum (ea.) classrooms with approximately 560 square foot minimum preparatory room.
    - 3.1.2. Concord HS – one building consisting of one (1) approximately 1440 square foot minimum (ea.) classrooms
    - 3.1.3. College Park HS – one building consisting of two (2) approximately 1440 square foot minimum (ea.) classrooms with approximately 560 square foot minimum preparatory room.
  - 3.2. Items 3.1.1, 3.1.3 are anticipated to be identical.
  - 3.3. The Project includes all utilities (including connection and integration to existing District infrastructure
  - 3.4. The Project is at the following sites:
    - 3.4.1. Concord High School, 4200 Concord Boulevard, Concord, California
    - 3.4.2. College Park High School, 201 Viking Drive, Pleasant Hill, California
4. The Project must also comply with the District's technical specifications, as indicated in **Attachment "C."**
5. **The details of the Project are subject to change.**

Attachment "A-1"

Lease/Lease-Back Package 1622 & 1623 Milestone Schedule



**Attachment "B"**  
**Lease-Leaseback Agreement Forms**  
See attachment  
185 Page(s)

**Attachment "C"**

**District Technical Specifications  
Concord HS – College Park HS**

RFQ1616 112952 P6 Project Manual  
197 Page(s)

**Typical SMART Chemistry PC Technical Standards**

RFQ1616 112952 P6 SMART Chemistry Project Manual  
233 Page(s)

**Typical SMART Science PC Technical Standards**

RFQ1616 112952 P6 SMART Chemistry Project Manual  
207 Page(s)

**Attachment "D"**

**DSA Approved Drawings**

MDUSD 1616 (Package 6) Concord HS and College Park HS  
Application #01-112952 dtd. 11/9/12  
158 Page(s)

MDUSD 1616 (Package 6) District PC SMART Chemistry - 1440  
Application #01-112231 dtd. 02/21/12  
69 Page(s)

MDUSD 1616 (Package 6) District PC SMART Science - 1440  
Application #01-112230 dtd. 02/21/12  
68 Page(s)