REQUEST FOR QUALIFICATIONS

FOR

CONSTRUCTION MANAGEMENT SERVICES

RFQ #3028

Submissions Due by 2:00 p.m. PST, August 20, 2015

Mt. San Antonio Community College District
Purchasing Department
Bldg. 4, Room 1385
1100 N. Grand Avenue
Walnut, CA 91789
Attn: Teresa Patterson
1. **INTRODUCTION**

The Mt. San Antonio Community College (District) is seeking highly qualified construction management (CM) firms to provide CM Multi-Prime services for various upcoming new construction and modernization projects. It is the intent of the District to select one CM Firm with proven experience in higher education construction and proven experience with the CM Multi-Prime delivery method.

1.1. **District Overview.** The District is a single-campus California community college district that currently services approximately 60,000 credit and non-credit students. The District’s Facilities Master Plan Program spans multiple years, and was updated in 2012. The District has completed its initial Facilities Bond Program (Measure R), which was approved by the District’s voters in November 2001, a Proposition 39 general obligation bond that also utilized some State Funding.

The District passed a $353,450,000 bond measure (Measure RR) during the November 2008 general election. The program is expected to require 8 to 10 years for completion of all projects.

1.2 **Basis of Selection.** The intent of the District is to select a CM firm on the basis of demonstrated competence and on the professional qualifications necessary for the satisfactory performance of the services required.

2. **SCHEDULE**

2.1 **Release of RFQ** 7/30/15

2.2 **Submission due** 8/20/15 - 2:00 p.m.

2.3 **Board Approval** 9/9/15

3. **GENERAL REQUIREMENTS**

3.1 **Instructions to applicants**

3.1.1 **Questions.** All questions related to this RFQ should be directed to **Teresa Patterson.** Please submit all questions in writing to **tpatterson@mtsac.edu.** Questions will not be answered verbally. All questions must be submitted no later than **4:30 pm, August 6, 2015.** Questions received after the above-noted deadline may be answered at the discretion of the District.
3.1.2 Delivery Requirements. One (1) original and three (3) copies of the qualifications package must be received at the location listed on the cover page no later than **2:00 p.m., August 20, 2015**. The submission must be sealed in a box/envelope. Respondent’s name and address shall appear in the upper left hand corner of the box/envelope. Qualification packages submitted electronically or by fax will not be accepted. It is the responsibility of the respondent to ensure proper and timely delivery of the submission.

3.1.3 Qualifications packages to be prepared at firm’s expense. Costs for preparing responses and any other related material is the responsibility of the respondent and shall not be chargeable in any manner to the District. The District will not be held liable for any cost incurred by respondents in response to this RFP.

3.1.4 District reserves the right to accept or reject any and all submissions. The District reserves the right to reject any or all responses, or to waive any informality in a response. Failure to respond to all submission requirements set forth in Article 4 may result in rejection of your submission. All submissions shall become the property of the District.

3.1.5 Mandatory Requirements

a. License. Proposing firm must possess a current California Contractor’s License/classification – Class B as of the date and time of the submission. Identify if the license has ever been suspended, revoked, or a complaint filed within the last **seven (7)** years requiring formal hearing.

b. Experience. In order to receive consideration by the District, firms submitting qualifications packages must have experience both as a General Contractor and Construction Manager for California College or School Construction projects. More specifically, the District is looking for Builder’s who can represent recent past experience working on California Community College District projects.

c. Evidence of ability to meet minimum insurance requirements. Respondent must be able to carry, maintain, and keep in full force and effect, a policy or policies of insurance as identified below.

Statutory Worker’s Compensation. Worker’s compensation must meet all applicable requirements of the Labor Code of the State of California and occupational disease insurances as applicable, including employer’s liability insurance in limits of not less than One Million Dollars ($1,000,000) for each person and One Million
Dollars ($1,000,000) for any one accident, covering all of Construction Manager’s personnel.

**Comprehensive General Liability.** General Liability must cover the work with bodily injury and death limits of not less than One Million Dollars ($1,000,000) as to any one occurrence and property damage insurance with limits of not less than One Million Dollars ($1,000,000) as to any one occurrence. Five Million Dollars ($5,000,000) in aggregate.

**Professional Liability.** Procure and maintain professional liability insurance in an amount not less than One Million Dollars ($1,000,000) per claim and Two Million Dollars ($2,000,000) in aggregate.

**Combined single limit automobile public liability insurance.** If not included in general liability coverage, automobile insurance must cover bodily injury and property damage in an amount not less than One Million Dollars ($1,000,000). Said automobile insurance shall cover all owned, non-owned and hired vehicles used by Construction Manager in performance of the project.

4. Submission Requirements

4.1 Proposal Format. Proposals should be brief and concise, but provide sufficient clarity to meet the criteria to be used in the evaluation process. Overly elaborate submissions are not requested or desired by the College, including brochures or additional marketing material.

The submission, in its entirety, must be bound in some form or enclosed in a three ring binder and is limited to thirty (30) pages. Title sheets, cover letter, table of contents and dividers do not count toward the page limit.

4.2 Letter of Interest. The letter should introduce the company and team and provide a general overview of the entire proposal.

4.3 Table of Contents.

4.4 Respondent Qualifications. Provide a brief history of your firm including:

4.4.1 Legal Entity. Describe the legal entity under which your organization operates.

a. If your firm is a corporation provide the date of incorporation, state(s) of incorporation filed, president’s name, vice president’s name(s), secretary’s name, and treasurer’s name.

b. If your firm is a partnership or joint venture provide the date of organization, type of partnership or venture, names of general partners and limited partners. Joint ventures are to provide an explanation why they are associating.
c. If your firm is a sole proprietor provide the date of organization and the name of the owner.

4.4.2 **Litigation/Arbitration/Termination.** If you have been a party in any litigation, mediation, arbitration with an owner while providing construction management services, or if you have been terminated for cause while under a construction management agreement, describe each event in detail and indicate the final results.

4.4.3 **Business Experience and Licensing.** Describe the business experience of your organization:

a. Indicate the year your organization was founded under the present name.

b. List any other or former names under which the organization has operated.

c. Indicate the number of years your organization has practiced Construction Management.

d. If your organization operates from more than one location, indicate the office from which the proposed project will be served.

e. Indicate the qualifying contractor's license.

f. Include current certificates of insurance.

4.5 **Project Experience and References.** List the relevant construction experience of your organization. It is preferred the firm demonstrates experience with California education new construction and modernization projects, and prior experience with successfully providing construction management multiple-prime services. Firms must list a minimum of five (5) projects that demonstrate experience.

For each project listed, firms must indicate the project name, delivery method, description of facility, location, owner contact name, phone and email, architect contact and phone, value, start date, and completion date.

4.6 **Firm Staffing and Key Personnel.**

4.6.1 Provide the total number of staff currently employed by the firm.

4.6.2 Identify person(s) who will be principally responsible for working with the District. Indicate the role and responsibility of each person(s), and how many years they have been with the respondent's company.

4.6.3 Provide brief resumes with the individual(s) that will be working directly with the district.
4.7 Technical Capabilities.

4.7.1 State and local agencies. Describe your organizations familiarity with the procedures and requirements of the following state and local agencies and their approval process:

a. State Chancellors Office
b. Division of State Architect
c. Department of Toxic Substance Control
d. California Department of Education.

4.7.2 Project Approach. Provide a statement of the organizations general approach to the services as identified in Exhibit A.

5. Evaluation and Award Process

5.1 Evaluation Criteria. All submissions deemed responsive and able to meet mandatory requirements as outlined in Article 3.1.5 will be evaluated based on the following:

5.1.1 Firm’s qualifications
5.1.2 Reliability and continuity of the firm
5.1.3 Relevant project experience
5.1.4 Project team experience, capabilities, training, and experience
5.1.5 Firm’s experience building California Community Colleges
5.1.6 Firm’s experience working on active campuses

5.2 Final Selection. It is the District’s intent to select a firm best evidencing demonstrated competence and professional qualification to perform the described services. The District reserves the right to reject any/all qualification packages, select by qualification review only, or interview as needed. Certain firms may be selected to make a brief presentation and oral interview after which a final selection will be made. Upon selection of a firm, the District will endeavor to negotiate a mutually agreeable professional services agreement with the selected firm. In the event that the District is unable to reach agreement, the District will proceed, at its sole discretion, to negotiate with the next firm selected by the District. The District reserves the right to contract for services in the manner that most benefits the District, including awarding more than one contract if desired.

The District is not obligated to explain any deficiencies in their recommendation, nor accept requests for justification from firms not selected.

5.3 Term. The initial term of the contract will be for three years with the option to renew for up to three (3) additional three-year periods, should the District, at its sole discretion, exercise the option to renew.

Work will be assigned on a project-by-project basis.
It is the intent of the District to enter into a long-term, mutually-beneficial relationship for these services. In addition, the District’s expectations are clear with respect to its need to reserve the right to terminate this contract, without cause, on an annual basis. The District will also require pre-approval of any and all assigned personnel and the right to designate changes thereof.

The District shall, at its sole discretion, perform annual reviews of these services. During the initial term of this contract, the District may, at its sole discretion, terminate the contract at the end of any contract year. Further details of termination notification and financial payment for services rendered will be delineated in the contract document; however, financial payment upon termination will NOT include payments for items such as initialization costs, set up fees, etc.

5.4 **Office Space / Equipment / Utilities.** The District will provide adequate office space on campus for the CM, including all computers, equipment, furniture, and office supplies necessary to perform the work. Electricity, office telephone service, internet connectivity and technical support for such will be provided by the District. Field offices will be provided on site as necessary. CM will be permitted to use District toilet facilities, and parking will be available to CM staff at no cost. Cellular telephones, technical support for estimating software and specialized computerized project management systems, such specialized software itself, and electronic mail software and support must be provided by the CM. The District reserves the right to restrict the use of any and all items provided, the dedicated office space, and utility and telecommunications support for the purposes of conducting the District’s business alone. The CM staff must comply with the District’s policies on the use of internet connectivity.

6. **General Provisions**

6.1 **Additional Services.** The District may elect, at any time, to amend any contract awarded hereunder to require the selected firm to provide additional services. In this case, the selected firm and the District will agree mutually on the scope and fees associated with any additional services.

6.2 **Addenda.** The District may modify this RFQ or any of its deadline dates set forth in Section 2 of the RFQ prior to the date fixed for submission of qualifications by issuance of an addendum to all firms.

6.3 **Withdrawal of RFQ.** The Respondent may withdraw its qualifications package by submitting a written request signed by the Respondent’s authorized representative, prior to the time and date specified for proposal submission to the District’s contact person identified in Section 3.1.1.

Qualification packages may be withdrawn and resubmitted in the same manner if done so before the submission deadline. Withdrawal or modification offered in any other manner will not be considered.
6.4 **Reservations.** The District reserves the right to revise the RFQ. The District expressly reserves the right to extend the date by which qualification packages are due.

The District reserves the right to cancel this RFQ at any time prior to contract award without obligation in any manner for package preparation, interview, or other marketing costs associated with this RFQ.

The District may reject any or all qualification packages and may waive any immaterial deviation in a qualification package to be considered for further review, at the District’s sole discretion. The District’s waiver of an immaterial defect shall in no way modify the RFQ documents or excuse the Respondent from compliance with the other provisions of the RFQ.

6.5 **Disposition of Qualification Packages.** Qualification packages become the property of the District and may be returned only at the District’s option and the Respondent’s expense. Information, excluding Respondent’s financial information, contained therein shall become public documents subject to the California Public Records Act.

6.6 **Non-Discrimination.** The District does not discriminate on the basis of race, color, national origin, ancestry, sex, age, religion, marital status, disability, or sexual orientation in any of its policies, procedures, or practices.

6.7. **Prevailing Wages.** Respondents are aware of the requirements of California Labor Code Sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”), which require the payment of prevailing wage rates and the performance of other requirements on certain “public work” and “maintenance” projects. The Respondent must agree to fully comply with and to require its consultants to fully comply with such Prevailing Wage Laws to the extent applicable.

7. **List of Exhibits**

   | Exhibit A | Scope of Services |
   | Exhibit B | Non-Collusion Declaration |
EXHIBIT A
SCOPE OF SERVICES

1. **Preconstruction Services.** Construction Manager shall provide services that relate to the organization and development of the project prior to the start of construction including the following:

   a. **Site Evaluation.** Consult with District staff in relation to the site selected or to be selected. Assist with DTSC and CDE site approval processes.

   b. **Plan Review: Value Engineering and Constructability.** Value Engineering and Contractibility: Provide plan review and constructability services with an emphasis on ensuring that the project can be completed within the established schedule and within the available budget. Provide a detailed analysis of all major project systems with an emphasis on possible value engineering items.

   c. **Master Budgeting and Scheduling.** Provide master budgeting and scheduling services including the identification of anticipated project revenues and expenditures based upon traditional project milestones.

   d. **Detailed Construction CPM Schedule.** Produce detailed construction CPM schedule to be incorporated into the project documents including identification of the project critical path.

   e. **Preliminary and Detailed Estimates.** In concert with item c. above, provide a preliminary construction estimate using like kind construction costs. Upon receipt of plans and specifications, provide a detailed construction estimate showing the values of all major components of the project.

   f. **Bidding Strategies.** Consult with District staff regarding bidding strategies with an emphasis upon timing, development of alternates, and bid package scoping.

   g. **Project Accounting and Management Systems.** In concert with District staff, develop the project accounting and budget management systems.

   h. **General Conditions Document Preparation.** The Construction Manager shall ensure that the General Conditions are suitable for the Construction Management delivery system. The Construction Manager and the District shall coordinate this effort with District’s legal counsel and obtain the District mandated approvals prior to publication.

   i. **Project Scoping.** Multiple Prime requires that the project be divided into logical categories of work.
j. **Construction Cost Accounting.** Establish and maintain the pre-qualified contractors list/database. Work with the District to qualify informal projects, review Design Documents, Review/Develop Construction Budget estimates.

2. **Bid/Award Phase Services:**

   a. **Bidder Interest.** Generate and encourage bidder interest in the project and provide assistance with such issues as bonding, insurance, and DVBE compliance.

   b. **Advertisements.** Assist District staff with the placement of both the project legal advertisements and any other pre-bid advertisements.

   c. **Pre-Bid Conferences.** In cooperation with District personnel, conduct pre-bid and site visit meetings with potential bidders.

   d. **Responses to Bidder inquiries.** Provide coordination of and, when possible, responses to bidder inquiries.

   e. **Plan and Addenda Distribution.** Distribute all plan sets, bid packages, and addenda.

   f. **Bid Evaluation and Review.** Review and evaluate all bids for responsiveness and certify the construction bid results.

   g. **Contract Documents.** Prepare contract packages for District review. Distribute and monitor completion of these contract packages.

   h. **NOA’s and NTP’s.** Issue Notices of Award (NOA) and Notices to Proceed (NTP) on behalf of the District.

   i. **Construction Cost Accounting.** Review and assembly of bid documents, develop scope statements, solicit pre-qualified contractors, hold pre-bid conferences and make recommendation for award.

3. **Construction Phase Services:**

   a. **CPM Schedule Maintenance.** Maintain a detailed and date specific CPM schedule. Continue to update the CPM construction schedule and distribute to the appropriate parties.

   b. **Budget Control and Maintenance.** Prepare cumulative project budget reports updated regularly with the latest construction cost and soft cost data.

   c. **Storm Water Pollution Plan.** Ensure that Storm Water Pollution Prevention Plan is initiated and maintained.
d. **Agency Interface.** Provide agency interface during construction process.

e. **Schedule of Values.** Review and reconcile each contractor’s schedule of values for each of the activities included in the construction schedule. Incorporate this report into the project standard billing package and use as the basis for all future progress payments during the construction phase.


g. **Conduct Pre-Construction Conference.** Conduct pre-construction conference for the benefit of the successful contractors. Provide information with regard to reporting procedures and site rules and regulations prior to the start of construction.

h. **Project Record Documents.** Coordinate and expedite all activities in connection with the contractors’ obligation to provide “as-built” documents. Ensure that all as-built are incorporated into a single set of Project Record Documents.

i. **Interim Housing.** Schedule and coordinate District interim housing requirements so as to minimize disruption to both the construction progress and any ongoing District activities.

j. **Document Control.** Establish and implement procedures for submittals, change orders, and requests for information. Maintain logs, files, and other necessary documentation.

k. **Shop Drawings & Submittals.** Review and monitor the status of shop drawings and related correspondence.

l. **Administration of the Construction Contracts. Management and Supervision:** Manage, supervise and coordinate all construction activities in accordance with the Construction Documents and project schedule. Provide onsite management of the project as necessary. Ensure that District requirements regarding certified payrolls and subcontractor and material supplier releases are carried out.

m. **Change Order Review.** Establish and implement a change order processing system that provides review of scope, price, and added contract time.

n. **Contractor Claims.** Evaluate and mitigate all claims for additional cost or time due to any alleged cause.
o. **Verified Reports.** Process and forward all verified reports to the Architect for submission to DSA.

p. **Project Meetings.** Coordinate and attend weekly job-site progress meetings with the District, Architect, Inspector of Record, and Prime Contractors if and when needed.

q. **Insurance Certificates.** Monitor Prime Contractor insurance certificates for coverages, endorsements, limits, and expiration dates.

r. **Construction Cost Accounting.** Administration and coordination of construction contract(s) and construction. All standard Construction services outlined above apply to Construction Cost Accounting projects.

4. **Post Construction and Project Close-Out Services:**

a. **Relocation.** Coordinate the arrival and installation of District furnished materials and F&E. Provide coordination schedules for user relocation.

b. **User Training.** Schedule and document all District training sessions. Arrange for supplementary information where needed. Arrange for Manufacturers to conduct training for maintenance and operations staff.

c. **Punch Lists.** Develop punch list of defective work. Create a punch list schedule for completion. Verify completion of punch list items.

d. **Submit As-Builts.** Review contractual requirements for As-Built Documents and create procedures.

e. **Project Closeout and Warranties.** Create Operation and Maintenance Manuals. Compile all contractor turn-over items and deliver to the District. Process and coordinate all post construction project warranty and guarantee claims.

f. **Final Lien Releases.** Verify requirements in the Construction Documents.

g. **Chancellor’s Office/DSA Close Out.** Provide a checklist of items that must be submitted for close out.

h. **Construction Cost Accounting.** All standard Post Construction services outlined above apply to Construction Cost Accounting projects.
EXHIBIT B

NON-COLLUSION DECLARATION

STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

RFQ No. 3028
Project Name: Construction Management Services

The undersigned declares:

I am the _________________________________ of __________________________________, Title Company

the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation.

The bid is genuine and not collusive or a sham.

The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any other bidder or anyone else to put in sham bid, or to refrain from bidding.

The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price, or that of any other bidder, or to fix any overhead, profit or cost element of the bid price or that of any other bidder, or to secure any advantage against the public body awarding the contract or of anyone interested in the proposed contract.

All statements contained in the bid and related documents are true.

The bidder has not, directly or indirectly, submitted the bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay any person or entity for such purpose.

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

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

at ______________________________, City State

Signature ________________________________

(Address)

Name Printed or Typed ________________________________

((City, County and State))

(Area Code and Telephone Number)

Mt. SAC – Request for Qualifications
Construction Management Services