

**Mt. Diablo Unified School District**

**RFQ/RFP**  
**MDUSD # 1720**

2010 Measure C

For  
Professional Services – Window Assessment &  
Design Services for Modernization Groups I-IV

Dated  
July 28, 2015



MT. DIABLO UNIFIED SCHOOL DISTRICT  
1936 Carlotta Drive  
Concord, CA 94519

**REQUEST FOR QUALIFICATIONS / PROPOSAL  
RFQ/RFP# 1720**

**Professional Services – Window Assessment & Design  
for  
Modernization Groups I-IV**

**SECTION 1 - INTRODUCTION**

**1.1 GENERAL**

Mt. Diablo Unified School District (MDUSD) requests proposals, from qualified firms, to provide Professional Consulting and Engineering services required to complete a survey of window area at each site, design, construction administration (C/A) and close-out necessary to support Window Assessment and Replacement at all existing facilities at Modernization Group I-IV sites (See Page 3 for breakdown of site locations) throughout Mt. Diablo Unified School District.

This request shall be considered a two part proposal process.

1. The District will evaluate all qualifying submittals and select the most qualified firm based on proposal content, and responsiveness to the District's needs.
2. Upon selection of most qualified firm, District will open cost proposal to determine and/or negotiate any fees/terms.

**All Professional Firms are hereby advised that preference will be given to those Firms whom already have designed facilities that meet District's Requirements as outlined in this RFP, specifically facilities approved by DSA.**

This is a **request for proposal only** and shall not be interpreted as a solicitation for services. Submittals shall be comprehensive, concise, and responsive to the District's goals and format as outlined in this RFP. Innovative and creative solutions are encouraged.

Firms submitting proposals must submit three hard (3) copies and one (1) electronic copy, of the proposal no later than 2:00 p.m., **Thursday, August 20, 2015.**

Questions, correspondence and proposals shall be directed to:

**Melanie Koslow – Construction Manager**  
**koslowm@mdusd.org**  
**Mt. Diablo Unified School District**  
**2010 Measure C Offices / Holbrook Elementary School**  
**3333 Ronald Way**  
**Concord, CA 94519**

**1.2 RELATIONSHIPS AND RESPONSIBILITIES**

The owner and contracting entity for the project is the Mt. Diablo Unified School District, under direction of the District's Superintendent. The project will be coordinated and managed through the office of the Program Manager, 2010 Measure C.

Specific lines of authority, responsibility and accountability, with respect to duties and responsibilities, will be established through contract negotiations.

**SECTION 2 - SELECTION PROCESS TIMETABLE**

The following schedule provided for your information:

Proposals Submitted to District	<b>August 20, 2015; 2 pm</b>
Contract Fee Negotiation	<b>August 25, 2015</b>
Award by School Board	<b>September 14, 2015</b>

## SECTION 3 - PROJECT DESCRIPTION

### 3.1 PROJECT SCOPE

**It is the intent of District to replace aging window systems at all listed sites. Scope shall include planning, state approval (if necessary), C/A and close-out to facilitate complete replacement of aging windows at all listed sites. Project shall consist of multiple phases.**

A. Sites to be included in this proposal for Window System Replacement are listed below with the site plans available on the District's website at <http://169.199.90.240/planroom.html>. Each site will vary with window square footage for modernization. The District has evaluated sites based on window life expectancy and warranty and has provided a basis of square footage for replacement to consider during full assessment of window systems at each site.

1. Modernization Group I Sites

- a. Mt. Diablo High School
- b. Oak Grove Middle School
- c. Concord High School
- d. Ygnacio Valley High School
- e. Clayton Valley High School
- f. Bel Air Elementary School
- g. Rio Vista Elementary School
- h. Riverview Middle School
- i. Shore Acres Elementary School

2. Modernization Group II Sites

- a. Cambridge Elementary School
- b. Ygnacio Valley Elementary School
- c. Fair Oaks Elementary School
- d. Meadow Homes Elementary School
- e. Olympic High School
- f. El Monte Elementary School
- g. Sun Terrace Elementary School
- h. Hidden Valley Elementary School
- i. Valley View Middle School
- j. Pine Hollow Middle School
- k. El Dorado Middle School
- l. Foothill Middle School
- m. Wren Avenue Elementary School

3. Modernization Group III Sites

- a. Sequoia Middle School
- b. Highlands Elementary School
- c. Mt. Diablo Elementary School
- d. Mountain View Elementary School
- e. Walnut Acres Elementary School
- f. Sequoia Elementary School
- g. Woodside Elementary School
- h. Valle Verde Elementary School
- i. Monte Gardens Elementary School
- j. Ayers Elementary School
- k. Valhalla Elementary School
- l. Pleasant Hill Elementary School

4. Modernization Group IV Sites
  - a. Pleasant Hill Education Center
  - b. Bancroft Elementary School
  - c. Silverwood Elementary School
  - d. Westwood Elementary School
  - e. Strandwood Elementary School
  - f. Sunrise Elementary School
  - g. Shadelands Elementary School
  - h. Loma Vista Adult Center
  - i. Willow Creek
  - j. Gregory Gardens Elementary School

### **3.2 Phase I – Review of District Standards & Site Assessment**

- A. Meet with District personnel to review District standards for windows based on historical data, current needs and future window system considerations. Discuss potential window types and any recommendations for adjusting standards.
- B. Architect/Engineer to assess all window systems at each listed site in a report detailing their analysis for the District by site & building. This report should be comprehensive and include all potential scope.

### **3.3 Phase 2 – Window System Design by site**

- A. Work with District to develop design documents that shall include the following:
  1. All site planning, drawings and specifications necessary for bidding the window replacement at each site. This shall include, but not limited to the following:
    - a. Construction – to include any required demolition of existing components, installation of Window System and any additional scope.
    - b. Detail of potential leaking/dry rot area repair(s) using potential areas of concern from assessment.
    - c. Utility work - to include any necessary improvements required for window replacement work or to protect new work.
    - d. Preliminary Construction Estimate, after Schematic Design, Final Construction Estimate, after completion of construction documents. Development of Construction Schedule and Phasing Plans to implement the project. District is currently planning this work for summer 2016, 2017 and 2018 (Mid June through the end of August.) Other tasks, as necessary for a thorough and complete project.

### **3.4 Phase 3 – Division of State Architect (DSA) Submission and Approval (as needed)**

- A. Submit design documents to DSA for review and approval. Selected Architect/Engineer shall be the Architect or Engineer of Record. Architect/Engineer to update District with current DSA changes within the system for integration into the project.

### **3.5 Phase 4 – Bidding**

- A. Work with the District to issue bid documents/packages for Window System Contractors/Integrators.
- B. Respond to Bid RFIs in concert with the District and window manufacturer(s). These responses will be issued in the form of addendums.
- C. Provide a bid evaluation with the District, which shall include the following:
  - a. Review quality of bid response;
  - b. Check references and work history;
  - c. Price
- D. Provide recommendation to District for award.

### 3.6 **Phase 5 – Construction Administrative Support and Close Out**

- A. Phase includes field activities necessary to ensure compliance and completion in accordance with approved drawings and specification(s). Phase V shall include, but not be limited to the following:
- a. Construction Administration;
  - b. Project Certification;
  - c. Drawing Coordination;
  - d. As built integration;
  - e. Project Close out

### 3.7 **SCOPE OF SERVICES**

District anticipates a full complement of Professional services to be provided by selected firm, including but not necessarily limited to the following:

- 3.7.1 **Site Investigation** - to include a thorough review of site and District plans; review of existing as-built site information; and review of DSA technical and scheduling requirements.
- 3.7.2 **Schematic Design & Design Development** - to include a complete set of schematic drawings for discussion with the District.
- 3.7.3 **Construction Documents** - to include a complete set of drawings and specifications for DSA submittal and bidding.
- 3.7.4 **Regulatory Approval Process** - to include all work necessary to ensure an expeditious plan check, back check, and final approval to support required project schedule. All plans and specifications must meet the approval of Division of State Architect (DSA), Contra Costa Department of Environmental Health and any other agency deemed as having jurisdiction over project.
- 3.7.5 **Bidding** - to include issuing bid packages using District procedures and assisting the District in bid evaluation and award.
- 3.7.6 **Construction Contract Administration** - to include weekly site meetings and response to specific contractor questions concerning document interpretation.
- 3.7.7 **DSA Project Close-Out** – to include filing of all necessary paperwork to close out Project with DSA, etc,

Services provided under previous headings should be substantially identical to those in the American Institute of Architect documents, B141, with any minor modifications necessary to meet District requirements.

## **SECTION 4 - PROJECT SCHEDULE**

Time is of the essence on this project. Proposal shall contain firms anticipated schedule for project lifecycle. Schedule shall minimally indicate the following:

- Window System Manufacture Selection and Program Design by site
- Development of Drawing set for each site with review at 50%, 90% & 100%
- Drawing schedule milestones by site
- DSA Submission by site
- DSA Approved Drawings (100%) as needed
- Bid milestones
- Award Construction Contract
- Construction with major milestones by site
- Substantial Completion
- Project Close-out

See Section 6.3 for additional details.

## **SECTION 5 - FUNDING SOURCES**

Funding source will be Mt. Diablo Unified School District; 2010 Measure C Bond Funds.

## SECTION 6 - PROPOSAL FORMAT

MDUSD will utilize a selection process for this Qualification Statement that minimizes time and expense required for you to prepare your Qualifications Statement. Respondents are encouraged to be as brief and concise as possible, *avoiding* standardized or boilerplate information. To promote this, many of the formatting decisions that have been established for you are outlined below.

Your Qualification Statements shall be comprised of single-spaced and numbered pages (8 1/2" X 11" maximum page size). Include in your package a graphic cover, cover letter (2 page maximum), table of contents and blank section dividers (tabs). Additional information such as corporate brochures may be included but kept to a minimum.

The following pages detail instructions and order to be followed in preparing your proposal. **Please respond to all inquiries in order and format noted.**

### 6.1 GENERAL – PART I

- 6.1.1 Cover letter/Letter of Transmittal
- 6.1.2 Executive Summary (two page maximum)  
Section should contain a brief statement of the salient features, including conclusions and the most important reasons why your firm should be selected
- 6.1.3 Project Team  
Organization chart showing all firms, responsibilities, and relationships, as well as the organizational relationship of individual team members

### 6.2 QUALIFICATIONS - PART II

- 6.2.1 Firm Experience  
Describe all similar projects completed by your firm or by members of your staff while employed by other firms. Include photographs, plans, etc. Limit information to post-2000 projects of similar scale and planning concept (in California), indicating program summaries and cost. Serious consideration will be given only to those firms who can clearly demonstrate successful past experience on similar projects.
- 6.2.2 Project Team  
Identify all staff members to be committed to this project. Brief summary resumes of principals, proposed project manager, proposed construction administrator, and other key staff scheduled to participate in this project only. Detailed resumes should be included as part of Section 8. For all major team members note approximate level of commitment (as a percentage of Full Time Equivalent (FTE)) from beginning to completion of project. Example: John Jones, Project Manager, .3 FTE over the five month schedule. This is the equivalent of 260 hours (.30) (2,080) (5/12). There will be no change in key personnel once proposal submitted, without prior written approval by the District.
- 6.2.3 References  
Provide a minimum of three references, including name, address, and telephone number, of clients who can verify your performance on relevant similar projects.

### 6.3 TECHNICAL DATA - PART III

- 6.3.1 Schedule  
Explain how your firm will achieve schedule goals for this project. Include a preliminary schedule indicating development of District Standards, system selection, design phases, agency reviews, and District reviews anticipated and necessary to complete program planning and pre-bid phases of the project as additionally outlined in Section 3.1 through 3.4.
- 6.3.2 Project Strategy and Methodology
  - Describe strategy and methodology to complete project, minimizing cost and maximizing economy and operational effectiveness.
  - Describe any innovative methodology to reduce ecological 'footprint' of proposed renovation.
- 6.3.3 Section 8 Responses to Questions  
Responses to questions in Section 8.

#### **6.4 ADDENDUM - PART IV**

This section shall include submissions of any additional relevant technical data, not included elsewhere but considered pertinent to proposal.

#### **6.5 COST PROPOSAL**

##### **6.5.1 Cost Outline**

Include a detailed outline of all costs associated with completion of your firm's responsibilities for the project as outlined in the proposal. The outline should include average hourly rates, by name and title, of staff committed to this project and the firm's overhead rate and estimated expenses. Costs shall include all meetings, travel, inspection, printing costs, postage, delivery of materials and miscellaneous costs required to complete project. The District has outlined rough square footage for scope at each of the sites as well as expected deliverables and rough schedule. Please see attached baseline Window schedule, Window site plans with window area to be assessed and designed and Draft agreement for architectural services for further scope and deliverables for the duration of the project.

##### **6.5.2 Payment Schedule**

Provide a suggested payment schedule.

##### **6.5.3 Submittal**

The fee proposal shall be submitted in **separate sealed envelope** marked with "**cost proposal**" for services.

### **SECTION 7 - EVALUATION PROCESS**

#### **7.1 GENERAL**

An evaluation team will evaluate all qualifying proposals. All requirements, identified in this RFP, must be satisfied to insure your proposal will qualify for consideration. The District desires to receive only proposals from firms who can demonstrate excellent operational and technical qualifications.

A point evaluation system will be used to evaluate proposals. Evaluation categories include, but are not necessarily limited to: technical compliance to the specifications outlined in the RFP; demonstrated competence; personnel experience; and conformance to the proposal format specified in the RFP. Points are pre-assigned to each category, in accordance with District's view of relative importance. At the completion of the evaluation, a total point value will be compiled for each proposal.

Based on total point value, fee/cost proposal will be opened and evaluated for accuracy and compliance with applicable industry standards for K-12 and Community College District A/E services. District reserves the right to negotiate fee proposal or issue contract in the best interest of District. Should parties fail to agree with fees, or terms of agreement, the District reserves the right to enter into negotiation with next (highest) rated proposal. Upon execution of agreement, unsuccessful firms may request, in writing, return of unopened fee proposal.

#### **7.2 PROPOSER APPRAISAL**

Previous clients of each firm may be approached with specific questions regarding performance. Clients/projects selected will be those that are comparable to that described in this RFP. Responses to these questions will be used as part of the evaluation process.

#### **7.3 EVALUATION CRITERIA**

The evaluation process will allow the Selection Committee to identify proposal that most nearly meets the needs of MDUSD. The evaluation process has been structured to allow evaluation points to be awarded for specific requirements and services as long as these services meet the need and satisfy the intent of the RFP. Scoring will be based on Selection Committee's assessment of your proposal's compliance with requirements and intent of RFP.

The following criteria will be used by the Selection Committee to evaluate all proposals. The order listed does not imply order of importance.

- 7.3.1 Experience and Qualifications of submitting firm.
- 7.3.2 Demonstrated ability to provide the type of product requested by the District.
- 7.3.3 Responsiveness to objectives of the District, as outlined in this RFP.
- 7.3.4 Timely schedule and demonstrated ability to meet District's schedule.
- 7.3.5 Willingness and demonstrated ability to work effectively with the District.
- 7.3.6 Sound, logical, and efficient approach/methodology for satisfying the District's objectives.

The evaluation of proposals will be conducted in two phases. Phase I will evaluate proposals in terms of their ability to satisfy the requirements outlined in the RFP. Firms considered by MDUSD to be most qualified will be interviewed in Phase II. At the conclusion of this phase, a firm will be recommended, fee proposal opened and firm scheduled for any contract and fee negotiation necessary.

The evaluation components of each phase listed below with percentages identifying relative weight of each component within that phase of the evaluation process:

<b>Qualifications and Experience</b>	<b>25%</b>
<b>Schedule</b>	<b>25%</b>
<b>Scope of Work - Technical Approach</b>	<b>20%</b>
<b>Response to Questions/General Responsiveness</b>	<b>15%</b>
<b>Cost Consciousness</b>	<b>15%</b>
	<b>100%</b>

Specific evaluation criteria and scoring sheets will be developed for each of these components. A brief description of each component follows:

Qualifications and Experience - This component analyzes your firm's performance on similar projects of this magnitude and the experience level of key personnel proposed for this project. The evaluation will be based on resumes and information from previous clients (as identified by your firm or by other sources). Experience relates to the overall assessment of your firm's assigned personnel. Evaluation will be based on information provided in the RFP, by current and/or previous clients, and on the Selection Committee's assessment of potential assigned personnel. The District anticipates no less than five (5) years relevant experience related to the development of District standards, RFP for manufacturer vendor selection process, design and execution of like security system projects, with experience in a K-12/Community College environment. Additionally, firm and any sub-consultants must be licensed by the State of California to practice in their respective fields of specializations.

Scope of Work - This component analyzes your ability to satisfy the District's requirements, i.e. depth, breadth, innovation, etc. Plans and specifications are required to comply with the latest and most current laws, codes and standards of applicable fields pertaining to the project.

The followings lists are a minimum of the applicable laws, codes and standards to which the plans and specifications are to comply; others may also be applicable and are the responsibility of the architect/engineering firm to ensure that all aspects of the project comply.

**Laws/Codes**

- Federal
- State
- County
- Local
- Environmental
- Building
- International Commerce Codes (ICC)
- California Building Codes (CBC)
- ADA
- National Electric Codes



## Standards

Association of Mechanical Engineers (mechanical and plumbing)  
International Association of Plumbing and Mechanical Officials (IAPMO)  
All other standards (as required)

Response to Questions/General Responsiveness - Answers to the questions in Section 8 will be evaluated according to the level at which they demonstrate ability to meet the technical and schedule requirements of the project. Additionally, the overall proposal will be evaluated as to logic, order, level of appeal, and accuracy.

Cost Consciousness - This component analyzes your ability to bring in projects on budget and to the overall sensitivity to minimizing total project construction costs.

## SECTION 8 - QUESTIONS

The questions provided in this section will be used to evaluate your proposal. Resumes and brochures shall be included in this section. If the proposal includes services or features that are not covered by the questions, you may include a description of those items. If a question is not applicable to your proposal, indicate by the use of "N/A" in the answer blank. The evaluation process will not provide credit for services, capabilities, or features, which are not clearly shown in the proposal. Include your firm's name at the top of each page on the line provided for that purpose. Answer all questions as fully as possible.

1. Has your firm previously provided contract services for similar projects, both type and magnitude?  
[ ] Yes [ ] No
2. Will the assigned personnel have current experience in the planning and design of public school/community college facilities in California? [ ] Yes [ ] No

List names of assigned personnel; identify which school projects each individual worked on and the time frame when project was completed.

3. Provide general information including a short history of your firm, incorporation information, and services provided. Identify types of projects, dates, names, addresses, and phone numbers of clients served. Include a statement about your firm's ability to expand your services and any other information that may be beneficial to the District in evaluating your firm competitively.
4. Describe briefly your strategy and methodology to achieve facility user satisfaction? District's satisfaction?
5. Can your firm provide insurance as required by the District and described below?  
[ ] Yes [ ] No

### INSURANCE

Architects shall procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Architects, his agents, representatives, employees and sub-consultants.

- A. Minimum Scope of Insurance: Coverage shall be at least as broad as:
  1. Commercial General Liability coverage.
  2. Commercial Automobile Liability, any auto.
  3. Workers' Compensation Insurance as required by the State of California and Employer's Liability Insurance.
  4. Professional Liability Insurance as appropriate to the Architects profession.

B. Minimum Limits of Insurance.

1. Within ten (10) days of signing of this Agreement the Architect shall maintain limits no less than:
  - a) Workers Compensation, with Employer's liability limits not less than \$1,000,000.00 each accident.
  - b) General Liability: One million dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - c) Automobile Liability: One million dollars (\$1,000,000) per accident for bodily injury and property damage.
  - d) Employer's Liability: One million dollars (\$1,000,000) per accident for bodily injury or disease.
  - e) Professional Liability: Architect shall provide project specific insurance covering the prime design professional and his/her sub-consultants for One million dollars (\$1,000,000) aggregate limit subject to no more than twenty-five thousand dollars (\$25,000) per claim deductible, coverage to continue through substantial completion of construction plus two years thereafter.
2. The District reserves the right to modify the limits and coverages described herein, with appropriate credits or changes to be negotiated for such changes.

C. Deductibles and Self-Insured Retention: Any deductibles or self-insured retention must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retention as respects the District, its officers, officials, employees and volunteers; or the Architect shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. Other Insurance Provisions: The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, the Construction Manager, their representatives, consultants, trustees, officers, officials, employees, agents, and volunteers ("Additional Insureds") are to be covered as Additional Insureds as respects liability arising out of activities performed by or on behalf of the Architect; instruments of service and completed operations of the Architect; premises owned, occupied or used by the Architect; or automobiles owned, leased, hired or borrowed by the Architect. The coverage shall contain no special limitations on the scope of protection afforded to the Additional Insureds.
2. For any claims related to this project, the Architect's insurance coverage shall be primary insurance as respects the Additional Insureds. Any insurance or self-insurance maintained by the Additional Insureds shall be in excess of the Architect's insurance and shall not contribute with it.
3. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Additional Insureds.
4. The Architect's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District.

E. Acceptability of Insurers: Insurance is to be placed with insurers admitted in California with a current A.M. Best's rating of no less than A:VII.

F. Verification of Coverage: Architect shall furnish the District with:

- (1) certificates of insurance showing maintenance of the required insurance coverage;
- (2) original endorsements affecting general liability and automobile liability coverage. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.

## SECTION 9 - ADMINISTRATIVE INFORMATION

### 9.1 ECONOMY OF PREPARATION

The proposal shall be prepared simply and economically, providing concise information about your firm's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not necessary. However, technical literature relating to your experience and qualifications may be included. Emphasis shall be on completeness and clarity. To expedite the evaluation process, it is essential that specifications and instructions outlined in the **Proposal Instructions**, Section 6, are **followed exactly**.

### 9.2 PROPOSAL SIGNATURE

If the proposal is made by an individual, it shall be signed, including the full name and address of the individual. If it is made by a corporation or partnership, it shall be signed by a principal of the firm.

### 9.3 CONTACT BETWEEN FIRM AND DISTRICT

#### 9.3.1 Interpretation of Documents

Questions regarding the contents of the RFP shall be submitted, in written form, no later than **Thursday, August 13, 2015 by 2:00 p.m.**

Submit questions to:

**Melanie Koslow – Construction Manager  
Mt. Diablo Unified School District  
2010 Measure C  
3333 Ronald Way  
Concord, CA 94519**

#### 9.3.2 Addenda and Supplements to RFP

If it becomes necessary to revise any part of the RFP, an addendum will be provided to all who hold RFP's. The District will not be responsible for any oral or other unofficial interpretation of any elements of the RFP or of its related documentation.

#### 9.3.3 Withdrawals of Proposals

Unauthorized conditions, limitations, or provisions attached to a proposal will render it not in compliance and may cause its rejection. No oral, telegraphed, or telephoned proposals or modifications will be considered. The proposal may be withdrawn upon request, without prejudice, prior to, but not after the time indicated for receipt of submitted proposals, provided the request is in written form, has been executed by the firm or its duly authorized representative, and has been filed with the District.

#### 9.3.4 Extension of Time

Extensions to prepare a proposal will not be authorized.

### 9.4 LATE PROPOSALS

Any proposal received after the specified due date and time **will** be rejected, and returned unopened.

### 9.5 REJECTION OF PROPOSAL

It is recognized that each firm may have developed its own methods of service delivery. It is not the District's intent to disqualify a firm due to variations in service delivery that do not affect quality and performance. Any proposal offering professional services of equivalent or better quality than that requested, and which meet the District's need(s) will also receive full consideration.

The District reserves the right to reject any and all proposals received, or to negotiate separately with any source in any manner necessary to serve the best interests of MDUSD.

The District may not award a contract solely on the basis of this request for proposal and will not pay for the information solicited or obtained. The information obtained will be used in determining the proposal that best meets the needs of MDUSD.

Non-acceptance of any proposal will imply neither criticism nor deficiencies of the proposal. Non-acceptance of any proposal means that another proposal or alternative was deemed to be more advantageous to the District.

All material submitted (except clearly designated as proprietary information) becomes the property of MDUSD and may be returned only at the District's discretion.

Proposals submitted become the property of MDUSD and may be reviewed and evaluated by any persons at the discretion of the District.

#### 9.6 **CONFIDENTIAL INFORMATION**

**NOTICE TO ALL** - DISTRICT intends public release of all pricing and/or experimental data. However, District understands RFP may contain technical, financial, or other data where public disclosure would cause substantial injury to the proposer's competitive position or that would constitute a trade secret. To protect this data from disclosure, the proposer shall specifically identify the pages that contain such information, by properly marking the applicable pages and by inserting the following notice in the form of its proposal:

##### **NOTICE**

The data on pages \_\_\_\_\_ of this proposal, identified by an asterisk (\*) or marked along the margin with a vertical line, contain information which are trade secrets, disclosure of which would cause substantial injury to the proposer's competitive position. The proposer requests that such data be used only for the evaluation of its proposal, but understands that disclosure will be limited to the extent MDUSD determines is proper under federal, state, and local law.

The District assumes no responsibility for disclosure or use of unmarked data. In the event properly marked data are legally requested, the proposer will be advised of the request and may expeditiously submit to the District a detailed statement indicating the reasons it has for believing that the information will be used by the District in making its determination as to whether or not disclosure is proper under federal, state, and local law. MDUSD will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury which may result from any disclosure that may occur. Proposer agrees to assume and pay for all costs incurred by the District, including attorney(s) fees awarded by the court, if proposer requests District to resist disclosure of material provided to the District by proposer, provided the District determines that said materials are exempt under federal, state, or local law.

#### 9.7 **PROPOSAL COST**

Cost for proposals and presentations are entirely the responsibility of the proposer and shall not be chargeable in any manner to MDUSD.

#### 9.8 **DISTRICT USE OF PROPOSAL IDEAS**

MDUSD reserves the right to use any or all ideas presented. Selection or rejection of the proposal does not affect this right.

#### 9.9 **ACCEPTANCE OF REQUEST FOR PROPOSAL CONTENT**

Submission of a proposal constitutes agreement by the proposer to each and all of the terms, conditions, provisions, and requirements set forth and contemplated in this Request for Proposal and any attached documents.

9.10 **ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful firm will become contractual obligations. Failure of the successful firm to accept these obligations in a subsequent contractual agreement may result in cancellation of the award.

9.11 **DISTRICT FACILITIES AND RESOURCES**

The architect will be required to use his/her own office and facilities. Use of District facilities such as desks, telephone, and conference space will not be available. MDUSD will provide staff as necessary for coordination. The architect will be required to be on site during the contract period as defined in the Owner Architect Agreement.

No district resources such as personnel, facilities, or equipment will be allocated.

9.12 **NON-APPROPRIATION OF FUNDS**

Any contract resulting from this Request for Proposal is subject to appropriation of funds (by the School Board) for each fiscal year of services listed herein.