



**Ripon Unified School District  
Request for Statement of Qualifications  
For Lease/Leaseback Construction Services  
Due: April 30<sup>th</sup>, 2013**

**Ripon Unified School District**

**Request for Statement of Qualifications for Lease/Leaseback Construction Services**

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**I. INTRODUCTION**

The Ripon Unified School District (“District”) is issuing this Request for Statement of Qualifications (RFQ) for Lease/Leaseback Construction Services (LLB) and related services for the development and reconstruction of the Weston Elementary School. The plans for the reconstruction of Weston Elementary School are set forth in the District’s Facilities Assessment and Implementation Plan. The District’s Board of Trustees has selected the Lease/Leaseback delivery method set forth in Education Code Section 17406 for the Weston Elementary School project (“Project”).



The District desires to engage one or more firms to provide pre-construction and construction services for the program. The firms shall have extensive experience with the Office of Public School Construction (“OPSC”), the Division of the State Architect (“DSA”), the Uniform Building Code (“UBC”), and Title 24 of the California Code of Regulations.

**II. SUBMITTAL OF QUALIFICATIONS**

Proposals should be reviewed for accuracy before submission to the District. The District will not be responsible for errors in any proposal. The District reserves the right to reject any and all proposals, to waive any irregularities, or informalities in the proposals, or to request further information.

Proposals/Responses to the RFQ (“Statements of Qualifications” or “SOQ”) shall be submitted no later than **Tuesday, April 30<sup>th</sup>, 2013 at 4:00 p.m.** at the following location: Ripon Unified School District - 304 North Acacia Avenue, Ripon, CA 95366, (209) 599-2131 attention: Dr. Louise Johnson, Superintendent.

The LLB Entity(s) for the program will perform design/constructability review, value engineering, and construction of the program pursuant to a Pre-Construction Services Agreement. If the District proceeds with the Construction Phase of the program, the selected LLB Entity(s) shall act as a General Contractor pursuant to a Construction Services Agreement, Lease, and Sub-lease, and may contract with separate specialty contractors to perform the various trades comprising the entire Scope of Work. The LLB Entity(s) shall work under the direction of District staff and Program Management Integration, LLC (“PMI”). The LLB Entity(s) shall work with the Architect of Record as necessary to conduct value engineering and modifications to the plans for the program, at the direction of PMI and District staff.

### **III. PROJECT DESCRIPTION**

The project consists of the reconstruction of Weston Elementary School located at 1660 Stanley Drive, in Ripon, California. Originally constructed in the mid 1980's, the campus currently serves approximately 451 students in grades K-8 and has been educating students for over twenty five years. The school is housed on approximately 10 acres. The school consists almost entirely of portable classroom facilities; Twenty of the twenty-four portable buildings are either 20 years or older. The school also consists of a 24 year old permanent multiuse building.



The proposed project consists of a reconstruction and major transformation of the campus. The project includes the construction of new permanent classrooms, including science labs. These new classrooms will be well equipped with modern electrical and data systems and technology infrastructure. The District may also consider

building a new multipurpose building and reconfiguring the existing multipurpose building to house a new library/support facility that will serve as a new location for existing and additional media and technology equipment to better prepare students for high school and college. New and modernized restroom facilities will better accommodate existing students and extend the economic life of the campus.

If a new multipurpose building is not built, the existing permanent multipurpose building will be modernized to include a new AV/PA system, new flooring, windows, electrical, interior painting, and roofing throughout the entire building.

The project includes recoating, sealing, and striping of the existing parking lot as well as the construction of a dedicated bus loop to improve traffic circulation and to separate the parent drop-off area from bus traffic.

Finally, the project includes the construction of a new Kindergarten play area.

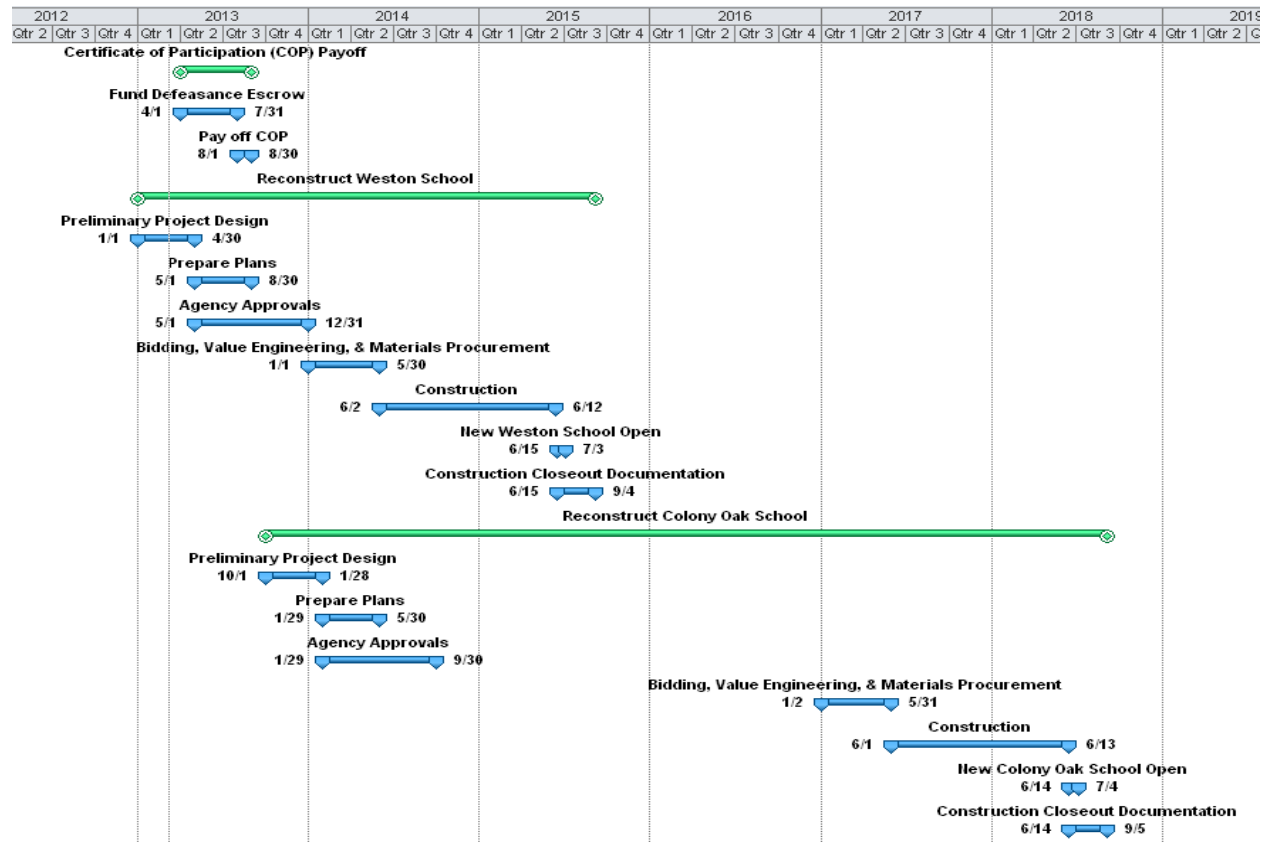


### **IV. SCHEDULE**

The following is a projection of tentative milestone dates:

1. RFQ Responses due by: Tuesday, April 30<sup>th</sup>, 2013
2. Review of submittals, evaluation and reference checks: May 1<sup>st</sup>-3<sup>rd</sup>
3. Conduct interviews with the most qualified Respondents: May 6<sup>th</sup>-7<sup>th</sup>
4. Board approval of recommendations: Monday, May 13<sup>th</sup>, 2013
5. Commencement of pre-construction activities: June 1<sup>st</sup>, 2013

The following is the current master schedule for the Measure “G” Program:



## V. MEASURE “G” PROGRAM BUDGET

The following is the overall Program Budget for the Measure “G” Program. These figures include both hard construction costs and all soft costs associated with each project within the Program.

Ripon Unified School District Measure "G" Construction Program Expenditures	
Project	Budget
Repayment and defeasance of outstanding COPs	\$ 3,600,000.00
Weston Elementary School	\$10,400,000.00
Colony Oak Elementary School	\$10,980,000.00
<b>Grand Total</b>	<b>\$24,980,000.00</b>

## **VI. SCOPE OF WORK**

The Scope of Work includes, but is not limited to, the following:

### **Pre-Construction Services Required:**

- a. Review design documents for constructability, completeness, scheduling, clarity, consistency and coordination
- b. Expedite design reviews, including modifications, if any, based on value analysis
- c. Undertake value-engineering analysis and prepare reports with recommendations to District and Architect to maintain established program budget

And may also include the following:

- Construction
- Future Lease-Leaseback school projects
- Coordinate and expedite record drawings and specifications
- Compile operations and maintenance manuals, warranties/guarantees, and certificates
- Obtain occupancy permit; coordinate final testing, documentation, and governmental inspections
- Prepare final accounting and close out reports; prepare occupancy plan reports
- Other responsibilities necessary for the completion of the program in accordance with the plans

## **VII. HOLD HARMLESS/INDEMNIFICATION**

The LLB firm shall indemnify, defend and save the District, its Board of Trustees, officers agents, and employees harmless from any and all claims damages, losses, causes of action and demands, including reasonable attorney's fees and costs, incurred in connection with or in any manner arising out of the LLB firm's performance or failure to perform any duties contemplated by this Agreement.

The LLB firm is not an employee of the District. It is understood that the LLB firm and their employees are independent contractors. Nothing contained in this Request for Statement of Qualifications (RFQ) or subsequent agreements shall be deemed to create any contractual relationship between the LLB firm and any of the other contractors or material suppliers for the program, nor shall anything contained in this RFQ or subsequent agreements be deemed to give any third party any claim or right of action against the District or LLB firm which do not otherwise exist.

## **VIII. SUBMITTAL FORMAT AND CONTENT**

The SOQ shall be concise, well organized and demonstrate Respondents qualifications. The SOQ shall be no longer than 40 pages 8 ½ x 11 paper, inclusive of resumes, forms, and graphics.

All Respondents are required to follow the format specified below. The content of the submittal must be clear, concise, and complete. Each section of the submittal shall be tabbed according to the numbering system shown below to aid in the retrieval of the information in an expedient manner.

Five (5) paper copies and one (1) digital copy of the submittal shall be delivered.

### **a. Submittal Cover**

Include the SOQ's title and submittal due date, the name of principal firm (or firms if there is a joint venture or association).

### **b. Table of Contents**

Include a complete and clear listing of headings and pages to allow easy reference to key information.

### **c. Cover Letter**

The cover letter should be brief (two page maximum). Describe how the Scope of Work will be accomplished for the District, identify the team members (i.e., joint partners and sub-consultants); and include the title and signature of the firm's contact person for this procurement. If the firm is proposing to co-respond with another principal firm, the cover letter must specify the type of services to be provided by each firm and the proposed percentage allocated to that phase or function of the service. Any changes to the Districts requested format or deletions of requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

### **d. Mandatory Qualifications**

Respondents must hold a General Building Contractor License (B License), which is current, valid and in good standing with the California Contractors State License Board. Respondents must have the necessary qualifications to provide the requested services in accordance with California law. Provide the following information for each license:

- i. Name of license holder exactly on file
- ii. License Classification
- iii. License No.
- iv. Date Issued
- v. Expiration Date
- vi. Whether license has been suspended or revoked in the past 5 years. If so, explain.

e. **Methods and Strategic Plan**

Describe your methods and plan for carrying out a Scope of Work similar to that outlined. The description and methods of the plan do not have to be specific to the Ripon projects; however they should reflect a similar Scope of Work.

**f. Qualifications and Experience**

This section shall contain the following: A description of the Respondent's experience in providing Lease-Leaseback services for public entities, a minimum of five (5) projects is required. Experiences in the past five years specifically related to the scope of work shall be listed consecutively with the awarding and completion dates noted (if completed or anticipated completion date if still under construction). Each listed experience shall include the name(s) and telephone number(s) of the client's project manager and the firm's project team members. When listing team members or sub-consultants describe the listed experience and the exact tasks that each member or firm performed. For similar projects, please list the total cost of each project.

**g. Computer Hardware and Software**

The LLB Firm will be required to provide the following in house: Building Information Modeling services (BIM). It is preferred that the LLB firm and all sub-consultants within the LLB firm use compatible 3D software. Suggested platforms include Archicad 11 and/or Revit Architecture 2009. It is preferred that all subcontractors selected provide their coordinated design in a compatible 3D format.

**h. Past Performance Record**

If any of the following has occurred in the last 10 years, please describe in detail the circumstances for each occurrence:

- i. Failure to enter into a contract once selected.
- ii. Withdrawal a proposal as a result of an error.
- iii. Termination or failure to complete a contract.
- iv. Debarment by any municipal, county, state, federal or local agency.
- v. Involvement in litigation, arbitration or mediation.
- vi. Identify any pending or recent litigation (during the past five years) with any public agency, particularly any school district
- vii. Conviction of the firm or its principals for violating a state or federal anti-trust law by bid-rigging, collusion, or restrictive competition between bidders, or conviction of violating any other federal or state law related to bidding or contract performance.
- viii. Knowing concealment of any deficiency in the performance of a prior contract.
- ix. Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- x. Willful disregard for applicable rules, laws or regulations.



- xi. Default or Bankruptcy. The LLB firm, either performing work under its current license or under other licenses through other entities, including a joint venture must not have defaulted on a contract within the past five (5) years of declared bankruptcy or been placed in receivership within the past five (5) years.

**Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance.**

**i. Organizational Chart**

An organizational chart containing the names of all key personnel, joint venture partners, and sub-consultants with titles and their specific task assignment for the projects shall be provided in this section. The evaluation will consider the entire team. Therefore, no changes in the team's composition will be allowed without prior written approval of the District. In addition to the organizational chart, resume of all key players (project managers, project engineers, superintendents, etc.) shall be provided. References from architects, school district staff (i.e., M&O and/or Facility Directors) and DSA inspectors are required. The references requested in this section must be reflective of the work completed by the team members assigned to this project and while working with the firm submitting the proposal. A minimum of five (5) references are required and should include name of individuals directly associated with the client, business, phone number, and project relationship.

**j. Location of Office Serving District**

Submitting firms must have a headquarters or regional staffed office located in a city or address within 120 miles of the City of Ripon.

**k. Financial Information**

Provide the following financial information:

- i. Firms selected for an interview shall provide a financial statement for the last three fiscal years.
- ii. Attach a notarized statement from an admitted surety insurer (approved by the California Department of Insurance) and authorized to issue bonds in the State of California, which states: (a) that your current bonding capacity is sufficient for the projects anticipated and (b) your current available bonding capacity.
- iii. A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule:
  - 1. A.M. Best financial rating of A: VII

2. Commercial General Liability Insurance: Commercial General Liability Insurance shall be at least as broad as Insurance Services Office General Liability Coverage (Occurrence Form CG 0001.) One Million Dollars (\$1,000,000) per occurrence for bodily injury, personal injury and property damage/ Two Million Dollars (\$2,000,000) aggregate.
3. Automobile Liability Insurance: Automobile liability insurance shall be at least as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). One Million Dollars (\$1,000,000) for bodily injury and property damage each accident limit.
4. Workers' Compensation and Employer's Liability Insurance: The LLB Entity and all subcontractors shall insure (or be a qualified self-insured) under the applicable laws relating to workers' compensation insurance, all of their employees working on or about the construction site, in accordance with the "Workers' Compensation and Insurance Act," Division IV of the Labor Code of the State of California and any Acts amendatory thereof. The LLB Entity shall provide employer's liability insurance in the amount of at least One Million Dollars (\$1,000,000) per accident for bodily injury and disease.
5. Builder's Risk Insurance: The LLB Entity shall provide and maintain builder's risk insurance (or installation floater) covering all risks of direct physical loss, damage or destruction to the work. Limit shall equal bid amount, if requested by the District.
6. All insurance will be in a form and with insurance companies acceptable to the District.
7. Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.

## **IX. SUBMITTAL EVALUATION CRITERIA**

Submittals received by District will be evaluated according to the criteria listed below:

- a. Conformance to the specified RFQ format;
- b. Organization, presentation, and content of the submittal;
- c. Specialized experience and technical competence of the firm(s), (including principal firms, joint venture-partners, and sub-consultants) considering the types of service required; the complexity of the projects; record of performance; and the strength of the key personnel who will be dedicated to the projects;
- d. Proposed methods and overall strategic plan to accomplish the work in a timely and competent manner;

- e. Knowledge and understanding of the local environment and a local presence for interfacing with the District;
- f. Financial resources and stability of the principal contractor and/or a contractor team;
- g. Ability to meet the insurance requirements unless District, at its sole discretion, decides to modify or waive the insurance requirements or elects to provide program, insurance; and
- h. Litigation and arbitration history (during the past five years).

## **X. METHOD OF SELECTION**

The District shall review submittals and shall conduct an interview with the most qualified LLB Entities that submit a package that is responsive to this RFQ. The LLB Entity or Entities selected for a possible District interview shall submit a sealed cost markup percentage (overhead and profit) that will be used as a basis for negotiating an estimated guaranteed maximum price for the program. District will evaluate the LLB Entity on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their responses and/or interviews. The District may negotiate a contract with the best qualified LLB Entity, as determined by the District to be in the best interest of the District, at compensation which the District determines is fair and reasonable. Should the District be unable to negotiate a satisfactory contract with the LLB Entity considered to be the most qualified at a price the District deems reasonable, negotiations with that LLB Entity may be formally terminated. The District may then undertake negotiations with the second most qualified LLB Entity. In the event negotiations fail with the second most qualified LLB Entity, it may undertake negotiations with the third most qualified firm.

## **XI. GENERAL INFORMATION**

- a. **Compliance** Submittals must be in strict accordance with the requirements of the RFQ. Any Statement of Qualification (SOQ) not submitted in accordance with the requirements of the RFQ will not be considered.
- b. **Amendments** The District reserves the right to cancel or revise in part or in its entirety this RFQ. If the District cancels or revises this RFQ, all Respondents will be notified by addendum. The District also reserves the right to extend the date responses are due.
- c. **Inquiries** All questions about the meaning or intent of this RFQ shall be submitted to the District's Program Management firm Program Management Integration, LLC, in writing. Replies will be issued by addendum and mailed to all parties recorded by PMI as having received the RFQ documents. Questions received less than 3 days prior to the submittal due date will not be answered. Only questions answered by formal written addenda will be binding.

- d. **Late Proposals** It is the Respondent's responsibility to ensure its SOQ submittal is received by the District's Program Manager on or before the time and date specified. Submittals received after the date and time specified will not be considered.
- e. **Special Conditions**
  - i. Public Record. All SOQs submitted in response to the RFQ become the property of the District's public records and as such, might be subject to public view.
  - ii. Non-Discrimination. The District does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.
  - iii. Drug-Free Policy and Fingerprinting. The selected LLB Entity shall be required to complete any and all fingerprinting requirements and criminal background checks required by State law and shall also be required to complete a Drug-Free workplace certificate.
  - iv. Costs. Costs of preparing a SOQ in response to this RFQ are solely the responsibility of the Respondent.
  - v. Prevailing Wages. Respondents are advised that these projects are a public work for purposes of the California Labor Code, which requires payment of prevailing wages. District will obtain from the Director of the Department of Industrial Relations the general prevailing rate of per diem wages and the general prevailing rate for holiday and overtime work. These rates will be on file at District and will be available to any interested party upon request. Any LLB Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, and otherwise comply with applicable provisions of state law.
  - vi. Securities. Respondents are advised that if awarded a contract they will be permitted, at their request and expense and in accordance with Section 22300 of the California Public Contract Code, to substitute securities equivalent to retention monies withheld by District to insure performance under the contract.
  - vii. Bonding. The successful LLB Entity will be required to furnish a Performance Bond in the amount of one hundred percent of the contract price, and a Payment (Material and Labor) Bond in the amount of one hundred percent of the contract price.
  - viii. Limitations. This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a SOQ pursuant to this RFQ, or to procure or contract for work.

## **XII. DISTRICT/ PROGRAM MANAGER CONTACT**

We look forward to receiving a submittal from your firm. If you have any question regarding this RFQ, please contact: Scott F. Gaudineer, AIA, at 510-596-8170, 323-543-8306.

**NOTE:** Incomplete submittals, incorrect information, or late submittals may be cause for immediate disqualification. Issuance of this RFQ does not commit District to award a contract, or to pay any costs incurred in the preparation of a response to this request. District reserves the right to request additional information or clarification during the evaluation process. District retains the right to reject any or all submittals. All respondents should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Ripon Unified School District in its sole discretion.