



relocation connections inc

Request For Proposal

**General Contractor  
For**

**California Joint  
Powers Risk  
Management  
Authority**

Requested By:

*Renee Ralston  
Project Manager  
Relocation Connections, Inc.*

*925.242.4343 Phone*

*925.242.4355 Fax*

## 1. Introduction/Project Description

The **California Joint Powers Risk Management Authority (CJPRMA)**, a public agency, is dedicated to maintaining a commitment to excellence in the protection of its member entities from catastrophic liability and other financial losses. The **CJPRMA** programs provide coverage for excess liability, property, boiler and machinery, and auto physical damage.

**CJPRMA** is relocating their current office location in San Ramon to a newly constructed building at 3252 Constitution Dr., Livermore, CA. The new building is owned by **CJPRMA** and is approximately 6,600 square feet. This location is a single story structure. The new building is in cold shell condition.

Your firm is invited to bid this project. The job site walk through is scheduled for September 22, 2009 at 10:00 AM. Sub walk through times must be coordinated through Renee Ralston at [renee@reloconnect.com](mailto:renee@reloconnect.com) or (925) 242-4343. Copies of the Construction Documents will be provided via an FTP site prior to the walk through. If you are unable to access this site, please notify Renee Ralston as soon as possible.

A hard copy of the written response to this RFP is due by **12 Noon, Monday, October 5th** to:

Robert J. German and David Clovis  
California Joint Powers Risk Management Authority  
2333 San Ramon Valley Blvd., Suite 250  
San Ramon, CA 94583

An electronic response to this RFP is due via email to Renee Ralston at [renee@reloconnect.com](mailto:renee@reloconnect.com) by 12 Noon, Monday, October 5th. **No exceptions.**

The bids will be reviewed and a short list will be determined. The vendors placed on the Short List will be invited to introduce your team and review your pricing at a 60 minute interview on Tuesday, October 13th according to the following schedule:

**11:00 AM**  
**1:30 PM**  
**2:30 PM**

**The interviews will be held at the current CJPRMA building Conference Room, 2333 San Ramon Valley Blvd., San Ramon, CA 94583. (Note: This is not in CJPRMA's Suite. It is on the first floor of the building to the left of the entrance.)**

**You will present to the following individuals:**

Bob J. German – General Manager

David Clovis – Risk Manager

**California Joint Powers Risk Management Authority**

Renee Ralston

Project Manager

**Relocation Connections, Inc.**

Heather Dennis

Architect

**Ware Malcomb**

Jeff Morgenstern - Broker

**Cornish & Carey**

A final decision will be made by Tuesday, October 20, 2009. You will be notified shortly thereafter.

*The objective of this Request for Proposal is to obtain competitive pricing for General Contractors for **California Joint Powers Risk Management Authority**. Although price is a factor, the decision and award of the project will be based on Best Value.*

**2. Bid Format****Section 1 - Company Information**

- Give us a brief history of your firm; when was it founded, and what was your yearly volume over the past five years in the Bay Area.
- Describe your firm's competitive advantage and if you were in **CJPRMA**' position, why you would select your company.
- Describe the structure of ownership of your firm and list the 3 top shareholders.

**Section 2 - Construction Services**

Describe the following methods you use for/to:

- Control costs and achieve project budgets.
- Disseminating information from your office to your field to your vendors.
- Ensure that your subcontractors are on top of their costs and that subcontract claims will not be submitted at the end of the project.
- Ensure Prevailing Wage tracking compliance.
- Change order process.
- Control quality.
- Work with owner contracted vendors to schedule and share the site.
- Scheduling methods to ensure the project is tracking on schedule.
- Ensure that punch list activities get completed in a timely manner. On this project, we would define timely as 10 working days. Other than the release of retention, can you think of any motivational method that could be employed in this project to help ensure a timely completion of the punch list?

- ❑ Describe your approach to call back issues that occur during and beyond the warranty period. How do you assure that all warranty issues will be addressed in a timely manner?
- ❑ Close out the job and get final warranties and as-builts turned over in a timely manner.

### **Section 3 – Project Staffing**

- ❑ Staff and Key Personnel - **CJPRMA** is very interested in the team they will be working with for the duration of the project. Provide a description of the background, experience, and special abilities of your key personnel for this project, including principals and officers, project managers, superintendents, and other key members of your staff.
- ❑ Go-to Person – In the event that project issues arise which require communication to be elevated, who will be the individual in your firm **CJPRMA** should address?
- ❑ Workload - Describe the current workload of your proposed team members that you anticipate will continue during the project. Also, indicate the period of time you are committing each team member to the **CJPRMA** project, as well as their other commitments.

### **Section 4 – Experience**

- ❑ Project Experience - Include a description of similar projects successfully completed in the last five years similar to this project. With this listing, provide a description of the building, the number of stories and total building area, the total contract value, the architect and owner references/contacts
- ❑ Local Experience - Describe your team's prior experience with local governmental authorities having jurisdiction over the project. The successful proposing firm will be asked to provide a list of preferred subcontractors. The Owner has the right to reject any of the proposed subcontractors prior to bid. Outline any local issues you are aware of that we should know about including any potential difficulties in the permitting process.
- ❑ Prevailing Wages Compliance Experience – Describe your labor law experience and process used to comply with the prevailing wage requirement.

### **Section 5 –Insurance, Safety, & Labor**

- ❑ Insurance - Any costs associated with insurance for the project shall be captured within your fee. The project insurance requirements and proof these requirement by Certificate provided to **CJPRMA**, of the documents will include:
  - Statutory Workers' Compensation. Each sub-contractor shall similarly be required to provide Workers' Compensation Insurance.
  - Employer's Liability Coverage of \$2M per occurrence.
  - Commercial General Liability of \$5M. CGL to include endorsement for unintentional errors and omissions. The insurance will be written in comprehensive combined, single limit per occurrence form.
  - General Liability – See additional information requirements under Terms and Conditions Section, 9.2.
  - Auto Liability of \$2M per accident.

- Additional Insured – California Joint Power Risk Management Authority shall be named as additional insured.
  
- Performance Bond – General Contractor shall furnish Performance, Payment and Maintenance Bond, each in the amount set forth in the Supplementary General Conditions as security for the faithful performance and payment of all the Contractor's obligations under the Contract Documents. The premiums on all bonds shall be paid by the General Contractor.
- Safety Record- Provide a list of safety violations for which your firm has been cited by Cal OSHA over the last five years.
- Legal - Is your firm currently involved in any lawsuits? If so, describe.
- Contractor's License – Please provide a copy of your Contractor's License.
- Prevailing Wage – Ability to track employees and/or sub-contractors compliance.

### **Section 6 – Fees, General Conditions, and MEP Subcontractor Response**

The economic evaluation of this RFP will be based upon your fee and general conditions costs. Should you be the successful General Contractor, it would be our intent to issue you a contract for your Fees and General Conditions ASAP. Provide your responses for each category in the format indicated on Exhibit A. Your estimate may be in more detail than shown but summarize into these categories.

Additional information pertaining to fees and general conditions are as follows:

- Quote your weekly general conditions fee if the project is extended.
- Quote your weekly general conditions fee if the project is shortened.
- Provide the fee percent you will charge for additive change orders.
- Provide the fee percent you will charge for deductive change orders.
- Provide a rate schedule for all individuals proposed for the pre-construction and construction phases of the project.
- State your subcontractor bonding policy. If you require bonding of subcontractors, provide these costs as part of your fee.
- Quote the method you propose to charge for labor, labor burden, materials, and OH&P for own forces performed work. Indicate which portions of work you wish to build with your own forces. Note that if the Owner wishes, they reserve the right to require the General Contractor to subcontract for all trade work. State the hourly and benefits rate and overtime rate that you wish to charge for this work for each trade and each classification within each trade that you would employ.
- At the completion of design, **CJPRMA** will expect the General Contractor to submit a final contract price based upon bidding all trades to a minimum of three subcontractors. A binder organized by trade with all bids and bid summary sheets shall be submitted by the General Contractor and reviewed by **CJPRMA** accepting the final contract amount.

### **3. Project Requirements**

**Permits** - All permit management and procurement to be inclusive of this general conditions response. Actual permit costs will be a line item contained in the Guaranteed Maximum Price (GMP) and be considered cost of the work.

**Pre-construction** - The General Contractor will be asked to participate in pre-construction. These services would include budgeting, estimating, value engineering/value analysis, MEP design/estimating inputs, scheduling, analysis of building and MEP systems, and other services you would normally provide prior to commencing construction. At a minimum, **CJPRMA** would expect the following to be inclusive of your pre-construction activities.

- ❑ Participate in a Construction Document Review Session – this will require a thorough review of the drawings, listing any errors, mis-coordinated conditions, discrepancies, alternate materials you might suggest, or any other area of design that you may think it is valid to question.
- ❑ Attend weekly project meetings and have a proactive role sharing your knowledge and experiences that pertain to this project.
- ❑ Provide a log of long lead items to include dates of when final decisions of these items need to be made and when they need to be ordered to maintain the schedule.
- ❑ Maintain a log and amounts of items that have been released prior to GMP.

**Jobsite Deliverables** - The following reports/deliverables will be required during the project.

- ❑ A log of all change orders with their status shall be updated on a weekly basis.
- ❑ A log of all RFI's with their status shall be updated on a weekly basis. This log shall identify whether or not an RFI has a cost issue or schedule impact. Cost and schedule impacts must be identified at the time the general contractor accepts the RFI. Additionally, this log shall define the date the RFI will be needed to be responded by from the architect in order to keep project on schedule.
- ❑ A log and schedule of all submittals to be reviewed and updated weekly. This log shall clearly define the dates upon which the submittal will be needed to be responded by from the architect in order to keep project on schedule.
- ❑ Project budget must be updated frequently enough to satisfy the owner. Prior to start of the job a collaborative session will occur to go over the actual set up of the budget.
- ❑ Provide a rolling / three week look ahead schedule as well as an overall schedule with weekly updates.

**Fee** – When figuring your fee for this project, it shall include the following:

- ❑ All main office personnel and any expense not incurred at jobsite including home office accounting costs and other work customarily performed at the main office.
- ❑ All profit and overhead.
- ❑ All costs associated with bonding subcontractors – if required by your firm.
- ❑ All costs associated with general liability insurance.

#### **4. Areas of Responsibilities**

The following will be the selection criteria that **CJPRMA** will use in deterring the successful General Contractor:

1. Fee and general conditions response – economics.
2. Thoroughness of the pricing exercise.

3. Experience, qualifications, and personality of the project team including project manager and superintendent, support staff responsible for managing and executing the project.
4. Reference checks for the project team.
5. Experience in completing similar projects with successful results. Successful results include:
  - a. Delivery of project on time.
  - b. Delivery of project on schedule.
  - c. Satisfied customers.
  - d. Ability to be a team player.
  - e. Ability to be proactive to project issues.
  - f. Ability to respond quickly to project action items.
  - g. Ability to complete punch list items in a timely manner.
  - h. Ability to comply with Prevailing Wage labor laws.
6. The schedule will be extremely important to **CJPRMA**. The successful General Contractor shall be able to provide examples of the process they use to ensure that the project will remain on schedule. In addition, discuss your approach to a schedule recovery program should one need to be instilled.

## 5. Areas of Responsibilities

Monday	October 5	12 Noon	GC Bid Response Due
Tuesday	October 13	9:00 to 11:00	GC Interviews
Tuesday	October 20	5:00 PM	GC Selected
Friday	November 2	AM	MEPs complete for CD's
Monday	November 5	AM	Submit for Permit
Monday	November 9*	AM	Construction
Friday	February 5	PM	Move In

\*Work that is allowed prior to permit being received

## 6. Minimum Qualifications

To be considered for award of a contract and to provide the services described in this RFP, the firm must demonstrate experience successfully providing similar services to public sector organizations during the past three years.

## 7. Evaluation Criteria and Selection Process

1. Evaluation Criteria:
  - a. Proposal submission – Quality and completeness in relation to the scope of the project and the submission requirements described in the RFP.
  - b. Proposer's concept and understanding of the Agency's goals in seeking the services described in the RFP.

- c. Proposer's approach to the project, including deployment of staff; interaction with and assistance required of Agency staff; demonstration of capability to use and identify advanced techniques for the services required; availability to staff the project during the process; and for ensuring efficient use of and respect for the limited Agency budget to support this project.
- d. Proposer's relevant experience.
- e. Qualifications of staff assigned to this project.
- f. Price proposal
- g. References

## 2. Selection Process

- a. **CJPRMA** Project Team will review and evaluate all the proposals submitted to determine if Minimum Qualifications have been met.
- b. The **CJPRMA** reserves the right to reject any and all proposals submitted in response to this RFP. **CJPRMA** is under no obligation to award any Construction Agreement as a result of this RFP.
- c. All submittals in response to this RFP are public records and available for inspection and copying upon request only if a **CJPRMA** Agreement is awarded. Any portions of the RFP submittal marked as confidential by the firms will not be made public without consent of the firms.

## 8. RFP Appeal Process

### 1. Complaint and information.

A prospective contractor may protest the award of **CJPRMA** procurement only for a serious violation. Complainants must seek resolution of their concerns initially with the General Manager. Such complaints may be orally or in writing. If the matter is not resolved at this level, the contractor may file a formal written protest. The protest must include the following information:

- a. name, address, and telephone number of the protester,
- b. identification on the procurement, including solicitation number
- c. a statement of the reasons for the protest,
- d. supporting exhibits, evidence, or documents to substantiate any arguments; and
- e. the form of relief requested.

### 2. Submission

The protest must be submitted to **CJPRMA** within 5 days after the contract award date. **CJPRMA** will review and issue a decision on the protest as expeditiously as possible after receiving all relevant information requested. **CJPRMA** may decide to suspend the procurement if the facts presented in the protest warrant

such action. This step will only be taken if the evidence is clear and convincing as to the existence of an impropriety and there is no other means of resolving the matter.

### 3. Granting Protest

If a protest is granted, the proposed award may be cancelled or revised to comply with the protest decision. If the contract has already been awarded, the contract may be terminated for convenience and the contract re-awarded to the next eligible offer or the procurement may be re-solicited. However, if the **CJPRMA** determines in writing that based on compelling circumstances (such as a condition of emergency or serious disruption of the **CJPRMA** operation, or if the contract has already been completed) either of these actions would not be in the best interest of the **CJPRMA**.

### 4. Denying Protest

If the protest is not granted, the General Manager will provide a written decision with justification for the denial of the protest. In the written decision, the **CJPRMA** will explain the protestor's appeal rights.

## 9. Terms and Conditions

### 1. Term of Agreement

**CJPRMA** anticipates awarding Construction Agreement to commence in November 9, 2009 and continue through February 25, 2010, unless terminated earlier in accordance with the provision of the Agreement. If necessary for completion of the project, the parties may choose to extend the term of this Services Agreement and shall do so by executing a written amendment to the Agreement.

### 2. Additional Insurance Requirements

**Commercial General Liability:** This insurance shall be written in comprehensive combined, single limit per occurrence form and shall protect the Contractor and **CJPRMA**, its officers, directors, employees, and agents for the project against all claims arising from injuries to persons other than its employees or damage to the property of **CJPRMA** or others arising out of any act or omission of the Contractor or its agents, employees, or subcontractors. The policy shall also include protection against claims insured by usual personal injury liability coverage, a "protective liability" endorsement to insure the contractual liability assumed by the provision of the General Conditions. The policy shall be written on a per occurrence form.

**Subcontractor's Commercial General Liability Insurance and Vehicle Liability Insurance:** The Contractor shall either require each of its subcontractors to procure and to maintain Subcontractor's Commercial General Liability Insurance and Vehicle Liability Insurance of the type and in the amounts specified in the Supplementary General Conditions or insure the activities of its subcontractors in the Contractor's own policy in like amount.

The original of each and every insurance certificate and endorsement thereto shall be deposited with **CJPRMA** prior to execution of the Agreement by **CJPRMA**. At **CJPRMA's** discretion, the Contractor shall furnish the original or certified copy of each and every Insurance Policy and Endorsement named by this agreement. Specific language of the policy shall be subject to approval by **CJPRMA**.

Policy Requirements: The insurance provided by the Contractor shall be (1) with companies licensed to do business in the state of California, (2) with companies with a Best's Financial Rating of VII or better, (3) with companies with a Best's General Policy Policyholders Rating of not less than A, and (4) other carriers acceptable to **CJPRMA** except that in case of Workers' Compensation Insurance participation in the State Fund, where applicable, is acceptable.

Insurance policies required hereunder to have **CJPRMA**, its officers, directors, employees, and agents for the project named as additional insured shall, (1) include a provision that the policies are primary and do not participate with nor are excess over any other valid and collectible insurance, (2) include a waiver of subrogation against **CJPRMA**, its officers, directors, employees, and agents.

**CJPRMA** May Insure for Contractor: In case of the breach of any provision of this insurance requirement, **CJPRMA** may, at **CJPRMA's** option, take out and maintain at the expense of the Contractor, such insurance in the name of the Contractor, or subcontractor, as **CJPRMA** may deem proper and may deduct the cost of taking out and maintaining such insurance from any sums which may be found or become due to the Contractor under this Contract.

All insurance documents must be submitted to and approved by the **CJPRMA** Risk Manager prior to any work being performed.

### 3. Withdrawal of RFP

Proposals may be withdrawn before and after the RFP submittal deadline by submitting a written request to the Contact Person. Re-submittal before the RFP submittal deadline can be made; however, proposals may not be re-submitted after the deadline.

### 4. RFP Costs

All costs incurred in the preparation and presentation of the RFP shall be completely absorbed by the responding party to the RFP. All documents submitted as part of the RFP will become property of the **CJPRMA**. Requests for specific material to be returned will be considered. Any material submitted that is confidential must be clearly marked as such.

### 5. **CJPRMA** Contacts

The designated individual responsible for coordination of the RFP is Renee Ralston, Project Manager. Any questions relating to this RFP should be directed to Renee Ralston at (925) 242-4343 or renee@reloconnect.com.