COAST COMMUNITY COLLEGE DISTRICT
REQUEST FOR QUALIFICATIONS AND PROPOSALS

RFQ/P No.: 2054

FOR THE
DEVELOPMENT OF COLLEGE RECREATIONAL FACILITIES
AND ENTRY INTO A JOINT USE LEASE AGREEMENT

Location: Golden West College
15744 Goldenwest Street, Huntington Beach, CA 92647

April 29, 2015

Coast Community College District
ATTN: John Eriksen
Purchasing Department
1370 Adams Avenue
Costa Mesa, CA 92626

Website: http://www.cccd.edu/purchasing/Pages/default.aspx
This document outlines the requirements, selection process and documentation necessary for proposers to submit qualifications and proposals in response to this Request for Qualification/Proposal (RFQ/P). Responses must conform to the requirements of this RFQ/P. The District reserves the right to waive any irregularity in any proposal or reject any proposal that does not comply with this RFQ/P.

I. REQUEST FOR QUALIFICATIONS AND PROPOSALS

A) The Coast Community College District (“District”) is seeking Requests for Qualifications and Proposals (RFQ/P) from qualified developers to enter into Development of Recreational Facilities and Joint Use Lease Agreement, pursuant to California Education Code Section 81390 et. seq.

B) This Request for Qualifications/Proposals (RFQ/P No. 2054) requests written qualifications and proposals from parties interested in the shared use of approximately 2.2 acres of property located on the northeast quadrant of Golden West College, located at 15744 Goldenwest Street in Huntington Beach, California. The property contemplated to be developed is presently used for recreational and athletic purposes by the College.

C) The District desires to review proposals from qualified parties for the enhancement of community and institutional use of the above described premises, specifically proposals for the design, construction, and joint use for recreational and athletic purposes. The property is directly adjacent to Golden West College’s athletic fields to the west, Golden West College’s parking lot to the South, residential across McFadden Avenue to the north of the property and a section of land across Gothard Street to the west. The property is in a developed area surrounded by residential developments, community transportation systems and major shopping areas in central Orange County. An aerial and general overview map of the subject property site is set forth in Attachments No. 1 and 2.

II. OBJECTIVE OF THIS REQUEST FOR QUALIFICATION/PROPOSAL

A) District’s Primary Objective. The District’s objective in requesting qualifications/proposals for development and joint use of the subject property is to enhance the quality of Golden West College recreational facilities offered for public recreational and college athletic use, and to generate a sustainable revenue stream through a long-term joint use lease agreement. Other District objectives include:
- Enhancing resources that support the District’s educational mission;
- Generates increasing revenue over the lease term;
- Does not adversely affect the operation of its adjacent facilities/fields;
- Is a model of sustainable, high quality design;
- Supports improvements to surrounding athletic fields; and
- Integrates and supports surrounding community needs and outreach.

B) Additional Considerations: The District encourages proposers to consider long term improvement and renovation of the Golden West College Softball Field, the development and/or renovation of a soccer field, consideration of fence replacement along McFadden Avenue and Gothard Street, track and field renovations, utility field renovations, and how redesign of adjacent parking lots may enhance the subject property’s use and visibility. These considerations are for the proposer’s consideration in assessing how to structure the proposal, and are negotiable upon selection of the proposer.

III. CONTEMPLATED RENT/REVENUE FOR LAND USE

The project will be developed under an unsubordinated ground lease for shared facilities with the District. The District contemplates that proposers shall compensate District as follows:

A) base rent with periodic rental increases throughout the term and any extended term;

B) An allocated percentage of net proceeds from the proposer’s use of the subject property to be paid to the District.

IV. DEVELOPMENT EMPHASIS

The District requires that all proposers provide an explanation of how the proposer’s proposed development and use of the subject property establishes the following:

a. It is student oriented;

b. It is community oriented; and

c. It supports other uses by proposer and the college.
V. PERMITS/APPROVALS/CONSISTENT WITH GENERAL AND MASTER PLANS

A) The current General Plan designation for the subject property site is Institutional & Recreational (I & R) Zone. The specific plans for the Project Site may require various permits and approvals, including a General Plan Amendment and Zoning Change. Each proposer to this RFQ/P is responsible for determining which permits and approvals might be required for the development and subsequent operations proposed at the subject property. Each proposer shall be responsible for obtaining any such required permits and approvals, with the reasonable cooperation of District.

B) Current Zoning. The project site is surrounded by residential, institutional, and commercial uses. The site borders multifamily residential properties along the eastern property line, and single family residential properties along the northern property line. Golden West College is zoned Institutional and Recreation (I & R).

C) Rezoning Requirements and Process. It is not expected that the subject property to be developed under this RFQ/P will require rezoning or extensive environmental assessment. However, in the event that rezoning is required, the District will act as co-applicant with the selected Proposer for all land use entitlements and environmental review. District staff, and their consultants if appropriate, will engage with City planning to assist the proposer in obtaining necessary entitlements. The proposer has final responsibility for securing all land use entitlements, including for all costs. The proposer is also responsible for any subsequent environmental review, and for securing all related regulatory approvals and permits.

D) CEQA Compliance. It is not anticipated that the proposer’s intended use of the site or the development of the property will constitute a development project that is subject to the California Environmental Quality Act (“CEQA”). However, if CEQA requires the preparation of an Environmental Impact Report (“EIR”) as a condition to construction of improvements on the property and operation of the property, the selected proposer will be financially responsible for preparing and processing any EIR and for satisfying any other CEQA requirements relative to the lease, all at the selected Proposer’s sole expense. The District will cooperate, at no expense to the District, in the preparation and certification of the EIR and any other CEQA requirements.
D) All interested proposers are required to submit a Statements of Qualifications substantiating their ability to conduct operations on the site. Interested proposers shall also provide a proposed development plan setting forth its proposed development of the subject property, including the following:
   a. Timeline expected for development
   b. Phases, if any, of development over time
   c. What costs are to be held by proposer
   d. What costs are to be held by District
   e. Whether proposer will be self-performing improvements (or)
   f. Whether improvements/construction will be performed by contractors hired by proposer.

VI. SELECTION OF PROPOSER

A) The District (Golden West College) will appoint a selection panel that will review all RFQ/P Statements of Qualifications and Proposals. The selection panel shall make their recommendation to the College President. Upon concurrence of selection by the College President, the District shall enter into exclusive negotiations period, wherein the proposer and District will negotiate draft development and joint use documents for the Project, including a Joint Occupancy Lease, and other related documents in a form approved by the District Legal Counsel.

B) Such documents will set forth, but are not be limited to, the District and proposer responsibilities, economic parameters, development standards and requirements, and performance benchmarks and schedules. Negotiations will conclude with the execution of documents, subject to adherence to any required entitlements, permits, and approvals as may be required.

VII. “PRE-PROPOSAL SUBMITTAL” CONFERENCE/WALK-THROUGH

A) The District has designated the following date and place for a recommended RFQ/P pre-proposal submittal conference and site walk-through at which time any prospective Proposers may acquaint themselves with the requirements of the District, and with the conditions relating to the construction and operation of the project.
B) Questions answered during the pre-submittal conference may be recorded, and/or made available to any interest parties not attending the conference who would like to be informed. In order to access additional information and answers to questions, attendees of the pre-proposal submittal conference will be asked to register and provide e-mail contact information.

VII. STATEMENT OF QUALIFICATIONS CONTENT
Interested parties are requested to submit their Statement of Qualifications for conducting activities at the subject property, and a preliminary narrative that describes the proposer’s approach for developing the Project Site.

IX. REQUIRED TRANSMITTAL LETTER
A) The proposal shall be transmitted with a cover letter describing the firm’s/team’s interest and commitment to the proposed project. The letter shall state that the proposal shall be valid for a 90-day period. The person authorized by the firm/team to enter into a contract with Coast Community College District shall sign the cover letter and the letter should identify the individual to whom correspondence and other contacts should be directed during the selection process.

B) No graphics other than a conceptual site plan, which should be illustrative of the described development for the subject property, are required to be provided until selection of the proposer has been determined. The site plan should contain or be accompanied by a thorough statement of the proposed development of the subject property.
X. IDENTIFICATION, BACKGROUND, EXPERIENCE

Please identify the legal entity offered by the proposer that will accomplish the development of the subject property. Identify the legal entity that will contract with the District for the joint use lease. In addition, please provide the following information:

• Provide an accurate description of the Proposer, including number of employees, annual revenue, office locations, etc.
• Identify the role of each member of the development team, consisting of the contractor(s), if known.
• Identify the relationship between the proposer and any superior or subordinate entities that will be involved in the day to day subject property operations.
• Identify the proposer’s negotiator for contract negotiations, and any limitations on his/her authority to contractually bind the entity in negotiations.
• Prior dealings demonstrating ability to work effectively with educational institutions and/or public agencies for the contemplated use of the subject property.
• Concept of management philosophy for the operations contemplated in the proposal.
• Current management/owner contacts, including phone numbers and e-mails.

XI. STATEMENT OF FINANCIAL CAPABILITY
A) Interested parties must submit a Statement of Financial Capability that describes the financial capacity of the proposer to develop the subject property and to conduct contemplated operations. To the extent permitted by law, the District Board of Trustees will maintain the confidentiality of information contained in any financial submittals. Proposers shall provide, in a separate document (with three copies), the information indicated below:

1. The most recent available summary of audited financial statements for the past three years and statements of any parent organizations and any materially relevant subsidiary units.
2. Recent history. If any, in obtaining financing commitments for development of projects similar in nature or scope to the contemplated development set forth in proposer’s proposal.
XII. EVALUATION CRITERIA

• Proposer’s proposal aligns with and is compatible with District’s overall goals.
• Proposer’s experience in development of similar projects and conduct of operations proposed.
• Financial capacity of proposer to commit resources to successfully complete the proposed development.
• Proposer’s experience in day-to-day operations of activities contemplated in proposer’s proposal.
• Proposer’s experience in working collaboratively with municipal and educational entities and community organizations in achieving political and community support for similar development projects or contemplated operations.

XIII. REJECTION AND WAIVERS OF PROPOSALS

This Request for Qualifications/Proposals does not commit the District to award a contract or to pay any costs incurred in the preparation of a proposal in response to this Request. The District reserves the right to accept or reject any or all proposals received; to negotiate with qualified Proposer(s) or cancel the Request; and, to waive any minor irregularities and informalities in the proposal or proposal process. The District reserves the right to evaluate proposals for a period of ninety (90) days before deciding which proposal, if any, to accept.

XIV. NON-COLLUSION

By submittal and signing the enclosed Non-Collusion Affidavit, the proposer is certifying that the proposal document is genuine and not a sham or collusive, and not made in the interest of any person not named and that the Proposer has not induced or solicited others to submit a sham offer, or to refrain from proposing.

XV. COMPLIANCE WITH LAWS AND REGULATIONS

The Proposer shall comply with all applicable federal, state and local laws, board policies and procedures, regulations, and Industry standards. The Proposer shall also comply with the Drug Free Workplace Act requirements of California Government Code Sec. 8350 et seq.
XVI. QUALIFICATION/PROPOSAL – QUESTIONS - CONTACT PERSON

The District will accept written questions via email until May 13, 2015 at 4:00 p.m..

Questions regarding the work must be submitted to:

John Eriksen, Director of Purchasing @ E-mail: purchasing@cccd.edu

A) The District will respond to each question by email directly to the firm submitting the question by no later than May 18, 2015 at 4:00 p.m.. If the question demonstrates that clarification or additional information is needed, an addendum will be issued to all Proposers by email. Proposers should acknowledge any and all emails sent by the District regarding this RFQ/P by replying to the email sender that the email was received.

B) Proposers shall not contact any other District employee or official regarding this proposal other than the individual listed above as the contact person. Contacting District staff or officials regarding this work may result in disqualification. No verbal comments made by District staff or officials are binding regarding this RFQ/P except for that which is made in writing by the above-mentioned contact person. This will assure that all Proposers receive the same information in a timely manner.

C) DEADLINE FOR SUBMISSION OF QUALIFICATIONS/PROPOSALS

To be considered, Qualifications must be received at the address below no later than May 22, 2015 at 4:00 p.m.. Late proposals will not be considered. The District encourages early submission of proposals. Proposer shall submit one electronic version of the proposal on a CD or flash drive; one (1) printed original and two (2) printed copies of the entire proposal including any supporting documentation in a sealed box or package addressed as follows:

Coast Community College District
John Eriksen, Purchasing Department
1370 Adams Avenue
Costa Mesa, CA 92626

The box or envelope must also be clearly marked on the outside with the words:

Proposals Enclosed: RFQ/P #2054 Golden West College
Statements of Qualification/Proposals delivered to other than the above stated address will be rejected and returned to the proposer unopened. It is the Proposer’s sole responsibility to ensure that his/her Statement of Qualification/Proposal is received at the proper place, at the proper time. Postmarks will not validate Statements of Qualifications/Proposals which arrive after the deadline date/time listed above. Any Statement of Qualification/Proposal received after the scheduled closing time for receipt of Statement of Qualifications/Proposal may be discarded without further consideration. Statements of Qualification/Proposal may be withdrawn by submitting a written request to purchasing@cccd.edu prior to the scheduled closing time for receipt of Statements of Qualification/Proposal.

Proposers shall be bound to the pricing terms contained within their submitted Statements of Qualification/Proposal, which shall remain in effect as stated until at least October 30, 2015. Statements of Qualification/Proposal shall be signed by an authorized individual or officer of the firm submitting the Statement. If the Proposer is a corporation or limited liability company, the Statement of Qualification/Proposal shall be executed by either the chairman of the board, president, or vice president, the secretary, or the chief financial officer.

District’s Right to Seek Clarification of Proposals. District staff or their consultants reserve the right to clarify individual proposals at their discretion during the evaluation process.

RFQ/P – CONTENT REQUIREMENTS SUMMARY CHECKLIST

A. Schematic Plan: A schematic site plan that illustrates building layouts, circulation, parking, open space, and other Project amenities. Proposers may provide additional drawings such as artist perspectives that convey architectural creativity, quality and overall Project character. All design plans and graphics must be formatted electronically to enable the District to distributed copies via email.

B. Development Narrative: A detailed narrative describing the general style, materials, colors, and other design elements of the proposed Project. The development narrative shall provide the following information:

• Summary of the proposed development and operations, including types of uses, and square footages.

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• Concept plans, including site layout, building and unit configuration, common areas, and the joint occupancy component.
• Description of how the Project will physically, operationally, and programmatically integrate with the Golden West College campus.
• An operational management plan.

C. Lease Terms: A description of the proposed lease terms, including the following:
• Guaranteed monthly Base Rent to be paid to the District.
• Periodic adjustments to Base Rent, including size and timing of adjustments.
• Proposed method for calculating Percentage Rent.
• Length of lease term.
• All other proposed lease terms so that the District fully understands the intent and basis of the proposal.
• Commencement of construction.
• Completion of construction.
• Proposed joint use schedule or approach to scheduling

XVIII. ILLUSTRATIVE EVALUATION CRITERIA
The following are illustrative of criteria that may be used to evaluate proposals:
• Proposal’s connection to the core District mission, and integration with the District’s educational and facilities master plans.
• Proposal’s detailed presentation of proposed development lease terms for generating long-term, sustainable and stable income streams with a minimum of risk to the District.
• Proposal’s client references and compatibility of previous relationships with public entities.
• Proposal’s explanation of the financing arrangements.

XIX. PROPOSER ACKNOWLEDGEMENT OF RFQ/P REQUIREMENTS
The Proposer shall be responsible for becoming familiar with the District’s requirements for the scope of the project, and rely solely upon his or her own independent judgment, and not upon any statements or representations made by the District, whether express or implied.
XX. EXPECTED JOINT LEASE AND DEVELOPMENT AGREEMENT TERMS

The following terms are minimum expected or required provisions the District expects to be contained in any future Joint Lease and Development Agreement with Proposer. This list is not all inclusive of all provisions which may be included in any final agreement. Proposers are requested to state clearly in writing any exceptions to these expected Joint Lease and Development Agreement terms in its response to the RFQ/P.

A. Subordination. The District’s fee ownership and rental income stream will not be subordinated.

B. Premises. Proposer will be provided shared use of the Project Site with the District.

C. Proposed Use. All proposed uses shall be consistent with and responsive to the Development Objectives and Criteria set forth in the RFQ/P.

D. Rents To The District as set forth above.

• Base Rent – Base Rent paid in monthly installments will be negotiated with District staff based on the proposal submitted by the Proposer.

• Base Rent Adjustment – Periodic cost of living or other adjustments to the monthly Base Rent will be negotiated with District staff based on the proposal submitted by the Proposer.

• Percentage Rent – Percentage Rent calculated and paid monthly on the gross receipts of the Project Site will be negotiated with District staff based on the proposal submitted by the Proposer. Percentage Rent should be structured to allow the District to participate in future growth of gross receipts and may be recharacterized as “adjusted gross receipts” in the event that the parties agree that certain expenses outside the control of the lessee should be excluded, e.g., insurance, utilities and taxes.

E. Term. The District will agree to an initial lease term appropriate to the proposal and subsequent negotiation, not to exceed 30 years in length, with a possible 5 or 10 year option period.

F. Improvements. All capital improvements to the Project Site shall be at the sole cost of the Proposer, and will become part of the realty upon construction.

G. Maintenance/Repairs. During the term of the Lease, the Proposer shall be responsible for all improvements, maintenance, repairs and operating expenses associated with the proposer’s use, including the non-exclusive areas.
H. Possessory Interest and Other Fees and Taxes. The Proposer may or may not be required to pay possessory interest taxes on the assessed value of the leasehold interest relating to the subject property. Proposers may contact the County Assessor’s office for more information on how these taxes will be calculated. The Proposer also will be required to pay other applicable federal, state and city taxes, including sales and payroll taxes, and any applicable exaction fees.

I. Security Deposit. A security deposit will be required and must be maintained during the term of the Lease in an amount equal to at least two months’ Base Rent, as adjusted over the term of the Lease.

J. Insurance and Bond Requirements. The Proposer will be required to maintain throughout the term of the Lease insurance issued by an insurer with a Best’s rating of no less than B++ or better. Coverage should provide for amounts and limits determined appropriate by the District in a form and with carriers acceptable to the District, in consultation with the District’s Risk Manager. Insurance coverage should include, but not be limited to, comprehensive general liability, workers’ compensation, property insurance on the premises, automobile liability, personal property, business interruption, builder’s risk, and any other insurance required by law. The Proposer shall furnish to the District a certificate of insurance and endorsement that shall name the “Coast Community College District” as additionally insured.

K. Performance Bond. At District’s election, each of the Proposer’s construction contractors shall be required to furnish the District with a performance bond, or other guarantee of completion acceptable to the District in its sole discretion, naming the District as an obligee issued by a responsible surety company licensed to do business in California and satisfactory to the District in the District’s reasonable discretion and in consultation with the District’s Risk Manager. Such bond shall guarantee the full and faithful performance of the construction contract and in an amount not less than the value of constructing the said improvements. Each of the Proposer’s construction contractors shall furnish a bond guaranteeing the payment of any materials, provisions or other supplies, used in, upon for, or about the performance of the work contracted to be done.

L. Guaranty. The District will likely also require a guaranty from the parent company or other form of security guaranteeing the successful completion of the development.

M. Hazardous Materials. During the “due diligence” period, the selected Proposer may elect to
conduct environmental site assessments of the Project Site, possibly including sampling and testing of the soils sediments and groundwater. The selected Proposer shall be solely responsible for the removal or remediation of hazardous materials for which removal or remediation is required for the Project. Requirements for removal and remediation, if any, will depend on the construction plans proposed. All costs for such removal and remediation of hazardous materials shall be borne solely by the selected Proposer.

N. Assignment. The District shall have the right to prior approval any assignment or transfer of the Lease. The District may grant or withhold consent to transfer in its sole discretion.

O. Subleases. No sublease of any kind by proposer to third-parties shall be allowed.

P. Performance Benchmarks. All documents governing the approval and development of the subject property, whether a letter of intent, development memorandums, Lease documents, Development documents, or other documents will contain time and performance benchmarks with clear termination provisions for non-performance and otherwise provide for the District’s right to terminate the agreement in its sole discretion.

Q. Compliance with the Law. The Proposer will ensure it performs any and all requirements of the Lease Agreement in compliance with all relevant and necessary local, state, and federal laws.

R. Proposer’s Construction Contract. The District reserves the right to review and approve Proposer’s general construction contractor prior to commencement of construction. Such approval shall not be unreasonably withheld. Any construction contract between the Proposer and its general contractor shall provide all necessary protections, indemnity, and insurance protections to the District.

S. Contract Cancellation. The District may cancel this contract for breach, for failure to comply with the terms and conditions of the contract. This may include any cessation or diminution of service including but not limited to failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the District is not in its best interest.

T. District/Proposer Responsibilities. Proposer shall operate and manage its proposed usage of the shared leased premises, and shall fully cooperate with District in joint use scheduling. Such operation and management shall include the maintenance of the common areas, including the indoor and outdoor areas and restrooms. The Proposer shall be financially responsible for obtaining all required permits, licenses, and bonding to comply with regulations as may be
imposed by the District, municipal, county, state and federal laws. The Proposer shall assume liability for all applicable taxes including but not restricted to sales, property, and beverages.
ATTACHMENT NO. 1 - AERIAL PHOTOGRAPH OF SUBJECT PROPERTY
ATTACHMENT 2 - SITE DRAWING FROM MASTER PLAN