

YUBA COMMUNITY COLLEGE DISTRICT

Request For Qualifications Lease-Leaseback Services for the Projects:

**Allied Health & Public Safety Building, Yuba College (J-25)
&
Sutter County Outreach Facility (J-01)**

RFQ Number: 09-005J

RFQ Issued: March 26, 2009

Mandatory Pre-Submittal Conference: April 10, 2009 @ 10:00 a.m.

Responses Due: April 28, 2009 @ 2:00 p.m.

Yuba Community College District

2088 N. Beale Road
Marysville, CA 95901
Telephone (530) 741-6700
www.yccd.edu

REQUEST FOR QUALIFICATIONS (RFQ) #09-005J LEASE-LEASEBACK SERVICES FOR YUBA COMMUNITY COLLEGE DISTRICT

SECTION 1. INTRODUCTION

The Yuba Community College District ("District") is issuing this Request for Qualifications ("RFQ") requesting Statements of Qualifications ("Proposals") from Lease-Leaseback ("LLB") Entities qualified to provide the District with services described in this RFQ for construction and financing options of two separate facilities projects within the Yuba Community College District Measure J Bond Program. **The projects will include a 40,000sf (est.) Allied Health & Public Safety Building located on the Yuba College Campus in Marysville (Project #1, J-25) and a 80,000sf (est.) Sutter County Outreach Facility located on 20.13 acres within unincorporated Sutter County just north of the Yuba City limits (Project #2, J-01).** This RFQ describes the Projects, the required Scope of Work, the selection process and the minimum information that must be included in response to this RFQ.

Contracts will be awarded by the Board of Trustees pursuant to the provisions of Education Code 81335 et. seq.

SECTION 2. MANDATORY PRE-SUBMITTAL CONFERENCE

A Mandatory pre-submittal conference will be held on Friday, April 10, 2009 commencing at 10:00 a.m. in the Multi-Purpose Room, Building 300, Yuba College, 2088 North Beale Road, Marysville, California. General program information will be provided as well as information specific to this solicitation.

SECTION 3. BACKGROUND

Yuba College, in its 80th year of community service, founded in 1927, is located on a campus outside of Marysville with twenty-three buildings on a 160-acre site. In December 1965, the College District was reorganized to include Colusa, Sutter, and Yuba counties and in 1974-75 to include large portions of Glenn, Lake, and Yolo counties. The District now stretches across the broad central valley of California from high in the foothills of the Sierra Nevada to the Coast Range and covers 4,192 square miles. The Yuba Community College District provides educational services via its main campus in Marysville, the Woodland Community College campus, the Clear Lake campus, and at its educational center located on Beale Air Force Base. The District's

Distributive Education program also provides course work on-line and through interactive video and video-streaming technology among sites.

In June 2006, the Yuba Community College District (YCCD) Board of Trustees unanimously approved a resolution for the placement of a \$190 million Proposition 39 Bond on the November 2006 ballot. This bond initiative became known as Measure J.

On November 7, 2006 voters in the eight county service area passed Measure J with 56.61% of the vote district-wide.

In May of 2007, the YCCD Board of Trustees following a competitive solicitation approved the services of the program/construction management firm DMJM H&N/AECOM. DMJM H&N/AECOM will provide management oversight for all Measure J construction projects throughout the District.

In September of 2007 YCCD Board of Trustees adopted the Districts Sustainability Policy (BP6610, Attachment C).

SECTION 4. SUBMITTAL REQUIREMENTS:

4.1 Submission of RFQ Response

To be considered by the Selection Committee, Respondents must submit a written response to this RFQ which addresses each and all of the requirements of this RFQ. It is mandatory that responses to this RFQ be submitted to:

Yuba Community College District
ATTN: Malinda Bogdonoff, C.M.P.
Director, Purchasing/Contracts
2088 North Beale Road
Marysville, CA 95901

Please send one (1) unbound original and ten (10) bound copies of requested materials to the address listed above. No other collateral or reference materials should be submitted. Submissions must be received no later than **2:00 P.M. Pacific Time on Tuesday, April 28, 2009.**

Please label your response: **“RFQ No. 09-005J – LEASE-LEASE BACK SERVICES FOR YUBA COMMUNITY COLLEGE DISTRICT.”**

The District requires a single submittal from each LLB Entity responding to this RFQ whether submitting for one or both projects.

All RFQ responses, when submitted in accordance with the requirements of this RFQ, will be date/time stamped upon receipt by the District. Respondents are solely responsible for timely submission of RFQ responses to the designated location prior to the latest time

for submission. The District will reject summarily as Non-Responsive any RFQ response which is submitted after the date/time set forth above or which is considered by the District in sole and absolute discretion as Non-Responsive to material requirements of the RFQ. The District reserves the right to cancel or amend this RFQ. The District also reserves the right to extend the date responses are due and modify the proposed schedule as stated herein. If addenda to this RFQ are issued, Respondents are solely responsible for and must acknowledge receipt of addenda in their RFQ responses and RFQ responses must address materials/ requirements relating to this RFQ as described in addenda issued by the District. Failure to acknowledge and respond to any addenda issued by the District may render the respondent's RFQ submittal to be deemed Non-responsive and it may be rejected.

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 preparation of a response to this request. District reserves the right to request additional information or clarification at any time. District retains the right to reject any or all submittals. All LLB Entities should note that the execution of any contract pursuant to this RFQ is dependent upon the approval of the Yuba Community College District Board of Trustees in its sole discretion. All materials submitted to the District will become the property of the District and will not be returned.

4.2 Addenda

Subsequent addenda, if any, will be available only on the Measure J Bond website at <http://www.yccd.edu/measurej/rfp.html>.

4.3 Questions

Questions regarding this RFQ are to be directed, in writing, to Dave Bachman via fax (530) 741-7115 or email dbachman@yccd.edu. All questions must be submitted to Mr. Bachman no later than 4:00 PM, Monday, April 13. Only questions answered by formal written addenda will be binding.

SECTION 5. SELECTION PROCESS/PROJECT TIMETABLE

The process will involve the solicitation and formal invitation of LLB Entities capable of performing lease-leaseback services, requesting the submission of qualifications based on the RFQ. Upon receipt, the District's Selection Committee will review the submittals for compliance and rank them accordingly.

5.1 SELECTION PROCESS

Step 1 – Response to Districts RFQ

- LLB Entities submit their qualifications to provide the District with services described in this RFQ.
- District expects to short-list and invite, at a minimum, four (4) LLB Entities to interview.

Step 2 – Interview of short-listed LLB Entities

- District will provide project information (programming and preliminary design documents), project schedules and budget information for each Project in order for the invited LLB to properly prepare for the interview.
- District will provide access to both Project sites if desired.
- Based on District provided documents and site visit, the LLB Entity will be requested to discuss, during the interview, budgetary range of construction costs for each Project and the LLB Entity's approach to project financing and methodology for managing project costs, and how the LLB Entity's team brings 'value' to each Project.

Step 3 – Selection

- Based on qualifications, understanding of the Project(s) and interview results one LLB Entity will be selected for each project or the District may elect to select one LLB Entity for both Projects.

The interview and Selection Committee may consist of the Chancellor, Vice Chancellor of Academic Services, the District's Director of Purchasing/Contracts, Director, Facilities Planning and District's Program and Construction Manager, Project User Group representatives, Yuba College Director of Maintenance and Operations, and Principals from LPA Sacramento, Inc. (Project #1) and tBP Architecture (Project #2) as well as other District staff.

5.2 PROJECT TIMETABLE

The following dates present a general guideline and are subject to change by the District:

- A. Mandatory pre-submittal conference: Friday, April 10, 10:00 AM
- B. Statements of Qualifications due: Tuesday, April 28, 2:00 PM
- C. Interview LLB Entities: May 13 & 14, 2009
- D. Selection of LLB Entities for Project #1 and Project #2: May 20, 2009
- E. Recommendation of Award to Board of Trustees: June 17, 2009

SECTION 6. PROJECT DESCRIPTION - SCOPE OF WORK

The Yuba Community College District Measure J Bond Program includes new construction on several District campuses. This RFQ is issued for the following Projects:

Project #1 – Allied Health & Public Safety Building, J-25

Refer to "Attachment A" for project information

Includes: A.1 Project Narrative, A.2 Program Summary and A.3 Site Plan

Project #2 – Sutter County Outreach Facility, J-01

Refer to "Attachment B" for project information

Includes: B.1 Project Narrative, B.2 District Program Summary, B.3 Education Program Summary and B.3 Site Plan

6.1 DESIGN/PRECONSTRUCTION SERVICES

District will execute a Preliminary Services Agreement (provided by the District to short-listed firms prior to interview) with the LLB Entity to partner with the District's Director, Facilities Planning, the District's Program and Construction Manager and the District's Architect through the completion of Design at which point the LLB Entity will provide to the District a Guaranteed Maximum Price (GMP) for the project. The scope of services required, but not be limited to, shall be the following:

- Monitor the design of the project as it is developed, through the completion of construction documents, to ensure Project completion within the District's budget.
- Work closely during design workshops with the District's Architect, District staff, College staff and site personnel.
- Conduct value-engineering analysis and prepare report with recommendations to the District.
- Review design documents for constructability, scheduling, clarity, consistency, and coordination.
- Identify, coordinate and confirm all utilities (including points of connectivity) to assure service to the site, including requesting will-serve letters from all utility agencies servicing the site.
- Prepare a Critical Path Method schedule on software compatible with the District's standard software, clearly identifying the critical path, along with, all milestones and interdependencies (predecessor and successor relationships).
- Work closely with the District's architect to ensure the project meets the sustainability goals for the project: LEED™ Silver Certification.
- Provide to the District an "Out Reach Program" outlining how the LLB will inform and include local (within 60 miles of the project location) trade contractors and suppliers in the delivery of the project.
- Provide the District a Guaranteed Maximum Price at the completion of Design, or a mutually agreed upon design milestone.
- Coordinate with District's Director, Facilities Planning, District's Program and Construction Manager and the District's Architect.

6.2 CONSTRUCTION and POST-CONSTRUCTION SERVICES

When the District proceeds with the Construction Phase of the Project, the selected LLB Entity will be acting as a General Contractor pursuant to a Construction Provisions, Facilities Lease, and Site Lease (provided by the District to short-listed firms prior to interview) to perform the various trades comprising the entire Scope of Work. The scope of services required, but shall not be limited to, the following:

- Complete the construction of the Project in accordance with the Construction Documents and all applicable State laws, codes and regulations, including DSA.
- Work with the District to ensure compliance with local trade contractors and suppliers "Out Reach Program".

- Maintain clear and accurate As-Built Drawings throughout the construction of the project.
- Coordinate with the District's Architect to expedite the completion of Record Drawings, including specifications.
- Compile operations and maintenance manuals, warranties, guarantees, and certificates.
- Provide the necessary training to the on-site Maintenance and Operations personnel.
- Coordinate final testing, documentation and governmental inspections.
- Assist the District in any auditing reporting.
- Coordinate with District's Commissioning Agent and Architect to ensure the project meets the sustainability goals for the project.
- Prepare final accounting and closeout reports.
- Other responsibilities necessary for the completion of the Project in accordance with the plans, specifications and as required by DSA.

Note the District shall be responsible for costs and services associated with any DSA project inspector.

The LLB shall work under the direction of the District's Director, Facilities Planning, District's Program and Construction Manager and the District's Architect through Construction. The District has retained LPA Sacramento, Inc. as its Architect for the Allied Health & Public Safety Building project (Project #1) and tBP Architecture as its Architect for the Sutter County Outreach Facility project (Project #2). The LLB Entity shall work with LPA Sacramento, Inc. and tBP Architecture and any other architect, engineer, or consultant, contracted by the District, as necessary to further develop the project(s) and ensure proper coordination with other District construction projects.

The District will require an open book policy with the Lease-Leaseback Entity and its Construction Team. The District will retain access to subcontractor bids, value engineering back-up, contingency breakdown and tracking, general conditions breakdown and tracking, and Lease-Leaseback Entity fees.

Change orders will be issued for owner directed changes and unforeseen conditions only.

6.3. FINANCING (Required Only for Project #2, J-01)

Identify and assist the District with those financial and or fiscal issues, of which the District should be aware or consider, that are associated with this project delivery method. Include, but not limited to:

1. Provide the District with options for preferred approach to providing or arranging financing for the proposed projects.
2. Maximize the utilization of District Measure J Funds.
3. Provide Cost-Benefit Analysis.
4. Provide Pay-back schedule alternatives available to the District.

5. Identify any grants or rebates available to the District that are applicable to this project delivery method.
6. Identify any tax-exempt financing if appropriate or other methods to ensure any financing costs are minimized.

SECTION 7. GUARANTEED MAXIMUM PRICE

An LLB Entity is not required to include a GMP with its initial submittal to this Request for Qualifications.

The successful LLB Entity will be required to provide a finalized GMP for the construction phase at the completion of Design, or a mutually agreed upon design milestone.

Final project cost will be determined after bids for all subcontracting trades are taken. The following components will be included in project cost:

1. General conditions without markup; items chargeable to general conditions (Attachment D).
2. Cost of all subcontract bids.
3. Contractor fee (includes overhead and profit and all other costs not specifically allowable in general conditions).
4. Bond costs for general contractor.
5. Builder's risk insurance.
6. A Project contingency in an amount agreed upon by the District and the contractor.

SECTION 8. PROPOSAL FORMAT AND CONTENT

The Statement of Qualifications should be concise, well organized and demonstrate the LLB Entity's qualifications. The Statement of Qualifications may be no longer than 40 single-sided or 20 double sided pages on 8½" x 11" paper, inclusive of cover letter, table of contents, resumes, and pictures. Separator pages or dividers and the Project Declaration form are not included in the 20 page limitation.

All LLB Entities are required to follow the format specified below. The content of the submission must be clear, concise, and complete. Each section of the submission shall be tabbed according to the numbering system shown below to aid in expedient information retrieval and review by the District.

Submittal Cover:

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

Table of Contents:

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

Project Declaration (Attachment E):

Respondents are solely responsible for completing the attached Project Declaration. This declaration will assist with the proposal evaluation. Failure to complete the Project Declaration may render the respondent's RFQ submittal to be deemed non-responsive and may be rejected. As noted above, this form is not included in the overall page count.

A. Cover Letter:

The cover letter should be brief. Provide general company background and location of the LLB Entity's offices and the ability of the LLB Entity to respond to the District requirements in a timely manner. Identify the team members (i.e. joint partners and sub-consultants) and include the title and signature of the LLB Entity's contact person for this procurement. Describe how the Scope of Work (refer to Section 6) and the Evaluation Criteria (refer to Section 9) will be addressed and/or accomplished for the District. Also within the cover letter describe those conditions, constraints, or problems that are unique to the Scope of Work that may adversely affect either the cost or work progress.

If the LLB Entity 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. If the LLB Entity is submitting qualifications for only one project, please clearly state the project that the LLB Entity is submitting and complete the Project Declaration.

Any changes to the District's requested format or failure to provide any of the requested materials should be explained in the cover letter. The signatory shall be a person with official authority to bind the company.

B. Mandatory Qualifications:

LLB Entities must hold a General Building Contractor "B" License, which is current, valid and in good standing with the California Contractor's State License Board. Provide the following information for each license:

1. Name of license holder exactly as on file.
2. License classification.
3. License No.
4. Date issued.
5. Expiration date.
6. Whether license has been suspended or revoked in the past five (5) years. If so, explain.

C. Methods and Strategic Plan:

Describe in detail your approach and methods for carrying out the scope of work (limit 5 pages).

D. Qualifications and Experience:

This section shall contain the following:

1. A description of the LLB Entity's experience in providing construction and LLB services under Education Code 81335 et. seq., for public entities with special emphasis on college and other higher educational entity projects of similar scope. List the total cost of each project.
2. Experiences in the past five (5) years specifically related to the Scope of Work shall be listed consecutively with the awarding and completion dates noted. Each listed experience shall include the name(s) and telephone number(s) of the client's project manager or primary point of contact.
3. When listing team members or sub-consultants, describe the listed experience and the exact tasks that each firm has performed.

E. Past Performance Record:

For the LLB Entity, indicate if there has been an occurrence for each of the following. If YES, then, please describe in detail the circumstances for the respective occurrence:

- Failure to enter into a contract once selected.
- Withdrawal of a proposal as a result of an error.
- Termination or failure to complete a contract.
- Debarment by any municipal, county, state, federal or local agency.
- Involvement in litigation, arbitration or mediation.
- Conviction of the LLB Entity or its principals for violating a state or federal antitrust 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.
- Knowing concealment of any deficiency in the performance of a prior contract.
- Falsification of information or submission of deceptive or fraudulent statements in connection with a contract.
- Willful disregard for applicable rules, laws or regulations.

Information regarding any of the above may be deemed to indicate an unsatisfactory record of performance. Failure to disclose requested information will result in automatic rejection of a submittal and disqualification of the LLB Entity from participation on District projects.

F. Organizational Chart:

An organizational chart containing the names of all key positions (including, but not limited to, Project Manager and all Superintendents), joint venture partners, and sub-consultants with titles and their specific task assignment for this project shall be provided in this section. The District's evaluation will consider the entire team. No changes in the successful LLB Entity's team composition will be allowed without prior written approval of the District.

G. Location:

Proximity of the LLB Entity local office(s) to the District Offices at 2088 North Beale Road

Marysville, CA 95901, including the types and quantities of professionals employed by the LLB Entity locally.

H. Financial Information & Financial Capacity to Deliver Project:

Provide the following financial information:

1. A report from any commercial credit rating service, such as Dunn and Bradstreet or Experian.
2. A letter from a surety or insurance company stating bonding limits that can be applied to the respective Projects.
3. A letter from insurance company indicating ability to provide insurance. The following is a tentative schedule of requirements:
 - A.M. Best financial rating.
 - 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 / Three Million Dollars (\$3,000,000) aggregate.
 - 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.
 - 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.
 - 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.
 - All insurance will be in a form and with insurance companies acceptable to the District.
 - Insurance carriers shall be qualified to do business in California and maintain an agent for process within the state.
 - District shall be listed as an additional insured on each of the above policies, and original proof of insurance showing this additional insured party must be presented at time of final execution of lease-leaseback contract(s).
 - Indicate current value of all work the LLB Entity has under contract.
 - Indicate current worker's compensation experience modification ratio ("EMR") for you and all major trade subcontractors intending to perform work on the project.

4. Self Performance Declaration – State whether your firm anticipates self performing any work on the project. If so, state trades involved.
5. Describe the Financial Capacity of the LLB entity to deliver the respective Projects.

I. Financial Options (Required Only for Project #2, J-01):

The District is interested in receiving information on financing options arranged by LLB Entities. Identify and describe any experience the LLB Entities have with financing of Lease-Leaseback projects including the following information:

1. Describe the mechanics of the financial elements, responsibilities/liabilities of each party, security interests and any special terms and conditions that may be associated with the financing of the project through this delivery method.
2. Alternative Financing Options. Describe any recommended and preferred approach to providing or arranging financing for the proposed project.
3. Maximize the utilization of District Funds.
4. Cost-Benefit Analysis.
5. Examples of pay-back schedule alternatives available to the District.
6. Provide examples of how the Lease-Leaseback delivery method with a financing component has been provided by the LLB Entities to other community college customers.
7. Identify any grants or rebates available to the District that are applicable to this project delivery method.
8. Describe the process of collaboration with District to utilize tax-exempt financing if appropriate or other methods to ensure any financing costs are minimized.

J. Other Information:

This section shall contain all other pertinent information regarding this procurement in the following order:

1. Description of safety record for LLB Entity and subcontractors for the last five (5) years. Safety records below the national averages provided by the federal government may be an indication that the LLB Entity has an unsatisfactory record of safety.
2. Description of in-house resources for prime respondent and co-venture partner(s) (i.e., computer capabilities, software applications, modem protocol, and modeling programs, etc.).
3. Description of community involvement (Out Reach Programs).
4. Description of any previous involvement with District.
5. Exceptions to this RFQ – The Response shall certify that the LLB Entity takes no exceptions to this RFQ or Addenda, if issued by the District.
6. Addenda Acknowledgement – State receipt of all Addenda issued.

SECTION 9. EVALUATION CRITERIA

The purpose of this Request for Qualifications is to enable the Yuba Community College District to select the most qualified firm with whom the District intends to enter into negotiations for construction of the Projects pursuant to the Lease-Leaseback provisions of Education Code Section 81335 et. seq.

The District will use the qualification based selection process outlined below. A review and Selection Committee composed of key District officials and consultants will review and evaluate all Statements of Qualifications and will conduct interviews.

Qualification submittals received by District will be evaluated according to the criteria listed in this RFQ. The District will compare and evaluate all qualifying submittals and select an LLB Entity(s) that, in the sole and absolute discretion of the District, can fully meet the requirements of the District, based on the following factors:

- Conformance to the specified RFQ format.
- Organization, presentation, and content.
- Knowledge and understanding of the local environment and a local presence for interfacing with the District.
- Ability to meet budgets and timelines established in the RFQ and by the District.
- Ability to provide constructability reviews and value engineering.
- Ability to provide exemplary construction services, including the identification and profile of key personnel assigned to these projects.
- Ability to work collaboratively and cooperatively with District's Staff, Architects and Consultants.
- Ability and willingness to work with local vendors, suppliers, and contractors.
- Ability to coordinate off-site and on-site issues with the local public works departments
- Specialized experience and technical competence of the LLB Entity(s), (including principal firms, joint venture-partners, and sub-consultants) considering the types of service required; the complexity of the project; record of performance; and the strength of the key personnel who will be dedicated to the project.
- Demonstration of the LLB Entity's expertise and experience with building projects for California Community Colleges.
- Experience in working with Division of the State Architect ("DSA") and the Department of Toxic Substances Control ("DTSC").
- Demonstration of expertise in finance and funding issues of community college building projects (Project #2, J-01 only).
- Financial resources and stability of the principal consultant and/or a consultant team.
- Understand and support the District's educational goals, objectives, and management methods.
- Training and experience of key personnel.
- Experience, expertise, and knowledge of the lease-leaseback process.
- Staff capacity, depth, and current workload.

- Nature and quality of the LLB Entity's completed work.
- Stability, reliability and continuity of the LLB Entity.
- Location of the LLB Entity's office to the project sites and District Office.
- Experience with delivery of LEED™ certified projects.
- Experience using *LEAN, BIM or COBIE Construction Methods* on Public Facilities Projects.

SECTION 10. METHOD OF SELECTION

The District expects to conduct interviews with a minimum of four (4) of the most qualified Lease-Leaseback Entities that respond to this RFQ. Applicants selected for interviews will be advised regarding interview participants and format at the time of notification. At the time of the interview, all proposed project team members will be required to attend.

Lease-Leaseback Entities selected for an interview may be asked to separately submit, after the interview, a sealed fee range for pre-construction services and a sealed fee (on a percentage basis) and general conditions estimate that will be used only as a basis for negotiating an estimated guaranteed maximum price for the project(s).

District will evaluate LLB Entities on their demonstrated competence and on their professional qualifications necessary for the satisfactory performance of the services required, as evidenced in their response to this RFQ and/or subsequent interview(s). The District may negotiate a contract for one or more of the listed projects with the LLB Entity best qualified for each project, as determined by the District to be in the best interest of the District, at compensation that 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 for each project, as determined by the District to be in the best interest of the District.

The District reserves the right to select one or more LLB Entities to perform the work identified within this RFQ.

SECTION 11. FORM OF AGREEMENT

The District intends to enter into agreement for the required services using a standard forms for agreements listed below and provided to each LLB Entity prior to interview. Respondent are to confirm that it has reviewed these standard forms of agreement and is in full and complete acceptance with the Agreements as required by the District's RFQ

- A. Preliminary Services Agreement
- B. Construction Provisions
- C. Facilities Lease
- D. Site Lease

SECTION 12. SPECIAL CONDITIONS

12.1. Public Record:

All information submitted in response to the RFQ become the property of the District's and a public record (with the exception of financial information as listed in Table of Contents, item VIII) and as such, might be subject to public view.

12.2. 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.

12.3. 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.

12.4. Costs:

Costs of preparing a submission in response to this RFQ are solely the responsibility of the LLB Entity.

12.5. Prevailing Wages:

LLB Entities are advised that this project is a public work for purposes of the California Labor Code, which requires payment of prevailing wages in effect at the time the contract is signed. 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. Any LLB Entity to which a contract is awarded must pay the prevailing rates, post copies thereof at the job site, comply with the District's Labor Compliance Program policy, if applicable, and otherwise comply with applicable provisions of state law. (Education Code section 81335; Labor Code sections 81350, et seq.)

12.6 Securities:

LLB Entities 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.

12.7 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.

12.8 Limitations:

This RFQ does not commit District to award a contract, to defray any costs incurred in the preparation of a submittal pursuant to this RFQ, or to procure or contract for work.

12.9 Tobacco and Sex Offender Information Requirements:

The successful LLB Entity(s) shall agree that it, its employees, agents, representatives and authorized lower-tier consultant's and or contractors will, as applicable, follow the requirements of District Policies: BP 3570 Smoking/Use of Tobacco Products, and AP 3516 – Registered Sex Offender Information.

END OF PAGE