



**COUNTY OF LOS ANGELES  
DEPARTMENT OF BEACHES AND HARBORS**

**REQUEST FOR PROPOSALS  
FOR  
AN AFFORDABLE HOUSING PROJECT  
AT 4206 ADMIRALTY WAY, MARINA DEL REY, CA 90292**

**July 18, 2024**

**Prepared By  
County of Los Angeles  
Department of Beaches and Harbors**

<b>1</b>	<b>INTRODUCTION .....</b>	<b>1</b>
1.1	Background on the County .....	1
1.2	The Opportunity .....	1
1.3	Submission Schedule.....	1
1.4	Exclusive Negotiation Agreement .....	2
<b>2</b>	<b>BACKGROUND.....</b>	<b>3</b>
<b>3</b>	<b>THE OPPORTUNITY .....</b>	<b>4</b>
3.1	Project Objectives and Goals .....	4
3.2	Project Site Location and Description .....	4
3.3	Surrounding Area Context.....	6
3.4	Potential Funding Sources .....	6
3.5	Availability and Condition of the Project Site .....	6
<b>4</b>	<b>DEVELOPMENT REQUIREMENTS.....</b>	<b>6</b>
4.1	General Requirements .....	6
4.2	Residential Requirements .....	8
4.3	Entitlements & Environmental Requirements .....	8
4.4	Ground Lease Expectations .....	9
4.5	Financial Capacity .....	10
4.6	Proposer Team Requirements .....	10
4.7	County Development Requirements .....	11
4.8	Insurance Requirements: .....	13
<b>5</b>	<b>SUBMITTAL REQUIREMENT.....</b>	<b>14</b>
5.1	Submission of Proposal .....	14
5.2	Mandatory Pre-Proposal Conference.....	14
5.3	Cover Letter and Authority to Propose .....	15
5.4	Table of Contents.....	15
5.5	Proposer Team Qualifications & Capability to Implement Project .....	15
5.6	Proposer's Financial Capacity .....	17
5.7	Project Design/Concept and Narrative Description .....	18
5.8	Project Financing Strategy .....	19
5.9	Community Benefits Strategy.....	20
5.10	Required Forms .....	21

5.11	References.....	21
<b>6</b>	<b>PROPOSAL EVALUATION .....</b>	<b>22</b>
6.1	Evaluation Criteria.....	22
6.2	Scoring Requirement .....	22
<b>7</b>	<b>PROCUREMENT PROCESS OVERVIEW AND TIMELINE.....</b>	<b>26</b>
7.1	Critical Dates.....	27
7.2	Proposal Inquiries .....	27
7.3	Proposal Submission .....	27
7.4	Proposal Evaluation .....	28
7.5	Final Exclusive Negotiation Award by the Board of Supervisors .....	29
7.6	Protest Process.....	29
7.7	General Process Guidelines.....	30
7.8	Process Integrity Guidelines.....	31
7.9	The County's Rights .....	32
7.10	Rights in Technical Data, Patents, and Copyrights .....	33
7.11	Examination of Documents .....	33
7.12	Organizational Conflicts of Interest .....	33
7.13	Cost of Proposal Presentation.....	34
<b>8</b>	<b>APPENDICES.....</b>	<b>34</b>

Appendix A	Draft of Exclusive Negotiation Agreement (ENA)
Appendix B	Required Forms
Appendix C	Transmittal Form to Request a Solicitation Requirements Review
Appendix D	Background and Resources: California Charities Regulation
Appendix E	Los Angeles County's LEED Policy
Appendix F	Los Angeles County Local and Targeted Worker Hiring Program
Appendix G	Los Angeles County Community Business Enterprise
Appendix H	Los Angeles County's Community Workforce Agreement

Appendix I	Labor Peace Agreement
Appendix J	Los Angeles County Civic Arts Policy
Appendix K	Community Benefits Policy

# 1 INTRODUCTION

The County of Los Angeles ("County"), by and through the Los Angeles County Department of Beaches and Harbors ("DBH") is issuing this Request for Proposals ("RFP") to solicit proposals from qualified development firms ("Proposers") to develop an affordable housing project which includes affordable housing (100% affordable units), community-oriented commercial space, open space, and adequate parking on the property owned by the County, located at 4206 Admiralty Way, Marina del Rey, CA 90292 ("Property") also known as Marina del Rey Parcel 147 ("Project Site"). The County considers the Project Site to be ideally situated for an affordable housing development project that will create affordable rental housing opportunities and the best public use of a valuable County asset.

The County intends to enter into a ground lease with a selected proposer for a minimum of 50 years for the development of the Project Site.

## 1.1 Background on the County

Los Angeles County is one of the nation's largest counties with 4,084 square miles and has the largest population of any county in the nation – nearly 10 million residents, who account for approximately 27 percent of California's population. The County provides numerous services that affect the lives of all residents and is responsible for the creation and implementation of planning and development regulations within unincorporated areas.

## 1.2 The Opportunity

The Project Site includes one (1) parcel owned by the County, totaling approximately 2.069 acres of land (90,134 square feet), and located within Marina del Rey in unincorporated Los Angeles County. The purpose of this development opportunity is to determine the feasibility of a 100% affordable housing project containing at minimum fifty (50) units with a minimum 2/3 of the unit designated for very low income and a minimum 1/3 designated for low income and moderate income.

## 1.3 Submission Schedule

<b>Activity</b>	<b>Date</b>	<b>Time</b>
Release of RFP	<b>Thursday, July 18, 2024</b>	<b>5:00 PM</b>
Pre-Proposal Conference (Mandatory)	<b>Tuesday, July 30, 2024</b>	<b>10:00 AM</b>
Access to Site	<b>Thursday, August 1, 2024</b>	<b>10:00 AM</b>
Deadline to Submit Questions	<b>Thursday, August 8, 2024</b>	<b>5:00 PM</b>
Release of Answers to Questions	<b>Thursday, August 22, 2024</b>	<b>5:00 PM</b>

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Proposal Submission Deadline	<b>Thursday, September 26, 2024</b>	<b>4:00 PM</b>
Short Listed Proposers Selected for Interviews	<b>October 2024</b>	
Proposer Interviews	<b>October 2024</b>	<b>TBD</b>
Preferred Proposer Selected	<b>November 2024</b>	
Preferred Proposer Notified/Initiate Board Calendar Process	<b>November 2024</b>	
Board of Supervisors Final Approval of Proposer and Authority to Engage an ENA	<b>December 2024</b>	

**1.4 Exclusive Negotiation Agreement**

DBH expects to recommend a Proposer to the County Board of Supervisors ("Board") who will then enter into an Exclusive Negotiation Agreement ("ENA") with the County. Before the Proposer is recommended to the Board, the recommended Proposer will be required to sign the ENA. The County will execute the ENA upon the Board's approval of the recommended Proposer and authorization to execute the ENA, included herein as **Appendix A**. The ENA shall not be effective until signed by both parties.

The ENA will provide for an exclusive negotiation period during which final deal terms will be negotiated and documented in an option agreement and a ground lease agreement.

Upon execution of the ENA by the selected Proposer and the County, the selected Proposer will be required to pay a good faith non-refundable deposit to the County in the amount of \$50,000 ("ENA Deposit"). The County will be able to draw upon and apply its ENA Deposit for repayment of costs incurred by the County, as applicable, in proceeding with due diligence, entitlements work, environmental clearance work, negotiation activities, or any other type of pre-development work contemplated by the ENA or otherwise necessary to finalize the ground lease agreements. During the term of the ENA, whenever the balance of the ENA Deposit balance is depleted by seventy- five percent (75%), the Proposer shall promptly replenish the ENA Deposit to the initial amount. Additional details regarding the ENA Deposit will be set forth in the form of the ENA.

As part of the ENA, the Proposer will be required to develop and commit to a detailed schedule of performance. The initial negotiation period described in the ENA may be extended at the County's sole and absolute discretion. If timely progress is not achieved during the exclusive negotiation period, the County may choose not to extend and may subsequently enter an exclusive negotiation with the next highest-rated Proposer. In considering an extension, the County shall determine whether substantial progress has been made towards fulfilment of the requirements of the ENA and may require payment of additional deposits.

Should the County negotiate satisfactory terms of the proposed Project during the ENA period including, but not limited to, a project description, development concept, the County's role in development and project implementation, due diligence, entitlement approach, timeline, lease terms, and compensation structure, then at the conclusion of the ENA process, the County and Proposer will formalize deal terms through an option and ground lease agreements to guide the development of the Project Site (discussed in more detail in **Section 4.3** (Entitlements & Environmental Requirements)). Prior to staff recommending to the Board approval of the negotiated terms, the proposed Project shall complete all environmental clearances, CEQA, defined below and if necessary, NEPA, defined below and review processes and secure approvals from the applicable lead regulatory agencies (as discussed in more detail in **Section 4.3** (Entitlements & Environmental Requirements)).

## 2 BACKGROUND

The Project Site is currently operated by Los Angeles County Department of Beaches and Harbors (DBH) as a public parking lot, Lot 8. The redevelopment of Project Site presents an opportunity to advance the County's key goals for and urgent needs of the area, which include creating new affordable housing opportunities.

The Project Site is located within the California Coastal Zone and is subject to the Coastal Act, Marina del Rey Local Coastal Program (MdR LCP) and other applicable County regulations. Development of the Project Site will be conducted in accordance with the County's goals of community participation, local hiring, sustainability, and delivering a quality project to local residents.

On July 12, 2022, Second District Supervisor Holly J. Mitchell moved to align Marina del Rey with Los Angeles County priorities of equity and inclusion – known as MdR for All. MdR for All is led by Los Angeles County Department of Beaches and Harbors and Second District Supervisor Holly J. Mitchell to expand and improve the access and use of Marina del Rey for Los Angeles residents, businesses, and visitors. One of the key strategies of the MdR for All motion is to maximize the use of County-owned land to create generational community benefits, including affordable housing.

Following passage of the MdR for All initiative by the Board of Supervisors, DBH identified the following potential urgent needs in initial stakeholder engagement:

1. Increased quantity of, and access to, open space;
2. Increased affordable housing options;
3. Youth-serving programming and a community aquatics center;
4. Changes to parking (facilities and requirements); and
5. Updated wayfinding and signage.

### **3 THE OPPORTUNITY**

#### **3.1 Project Objectives and Goals**

The County seeks a knowledgeable, financially sound, and experienced developer who can successfully design, entitle, build, finance, operate, and maintain a residential (100% affordable) rental housing project with community-serving amenities on the Project Site. Any Proposer selected through this solicitation is expected to help meet the housing needs of the community and provide local economic development opportunities during construction.

The County is seeking proposals for the development of the Project Site through a long-term ground lease structure. The County Board shall declare that the Property is exempt surplus land pursuant to Government Code section 54221(f)(1)(A), consistent with the Surplus Land Act. California Government Code Section 25539.4 authorizes a county to sell, lease, or otherwise dispose of real property or any interest therein, at less than fair market value to provide affordable housing without complying with the other provisions of State law requiring a competitive bidding process if (1) not less than 80% of the area of any parcel of property disposed of is used for the development of housing, (2) not less than 40% of the total number of those housing units developed on any parcel are affordable to households whose incomes are equal to or less than 75% of the maximum of lower income households and at least half of which are affordable to very low income households, and (3) the dwelling units are restricted by regulatory agreement to remain affordable for at least 30 years. Property transferred pursuant to Government Code Section 25539.4 is "exempt surplus lands" under the Surplus Land Act. Proposals should also include community-serving amenities on the Project Site.

Moreover, the County seeks proposals that place the Project Site in a community context, that is integrated into the residential neighborhoods and the cultural assets of the area and can activate and support a mix and range of high-quality and architecturally compelling residential and community-serving uses.

#### **3.2 Project Site Location and Description**

The Project Site is located at 4206 Admiralty Way, LA, CA 90292, in the Marina del Rey neighborhood in unincorporated County of Los Angeles. The site is bounded by Washington Blvd to the north, Palawan Way to the west, and Admiralty Way to the south, and Oxford Basin to the east. The Project Site is a 90,134 square-foot, rectangular shaped lot.



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Project Site Summary Information	
APN	4224006900
Lot Size (SF)	90,134 sq ft
Zoning	SP (Specific Plan)
Land Use Plan	Senior Accommodation, Mixed Use Overlay
Environmental Condition	To Be Assessed by Proposer

Figure 1 below depicts an aerial photograph of the Project Site.

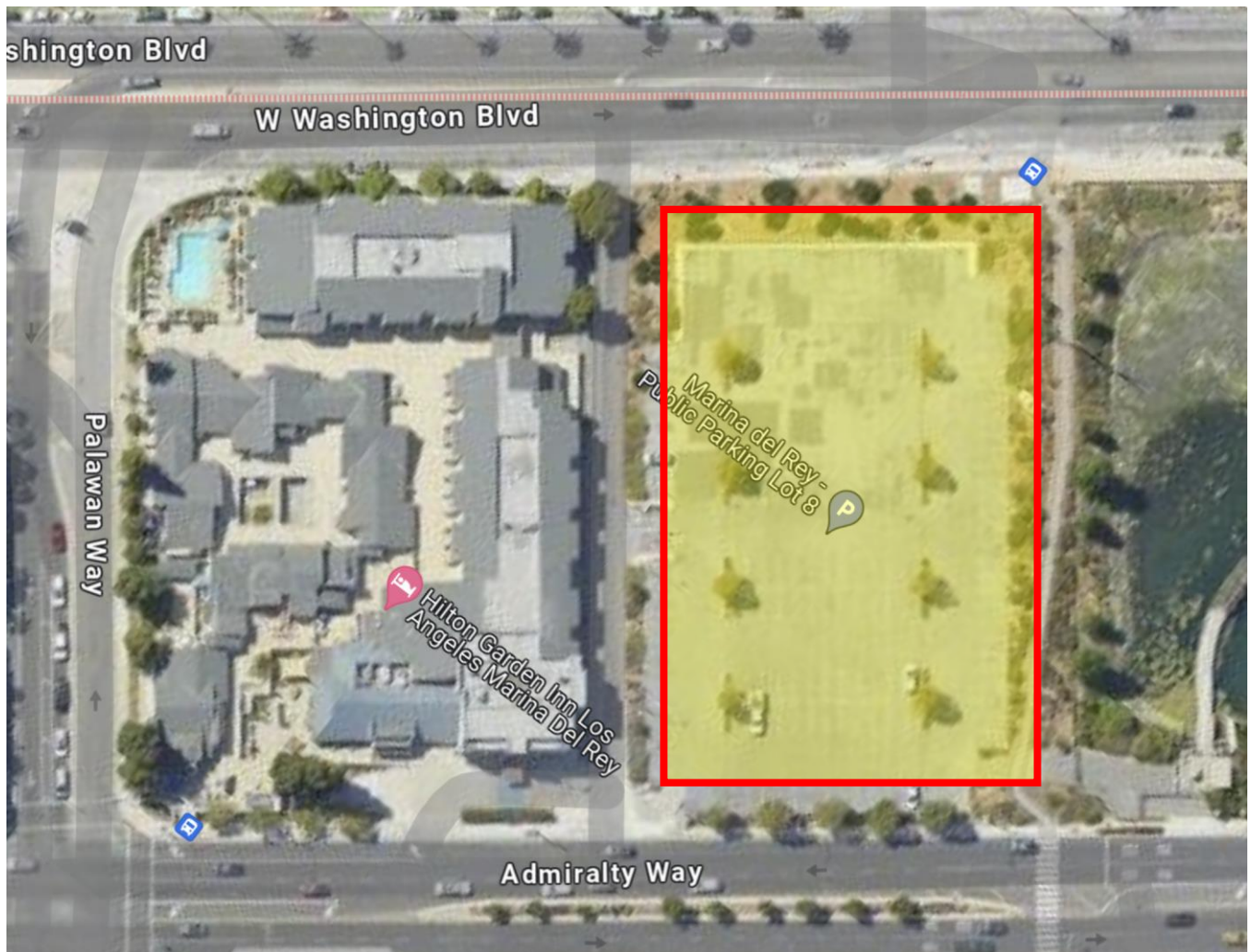


Figure 1

### 3.3 Surrounding Area Context

The Project Site is surrounded by hotels, a restaurant, and a flood control retention facility (Oxford Basin). Residential development north and west of the Project Site consist of single-family and multifamily uses.

### 3.4 Potential Funding Sources

Potential funding sources may include, but are not limited to, the Los Angeles County Development Authority's ("LACDA") Notice of Funding Availability for Affordable Multifamily Rental Housing Funds ("NOFA Funds"), the State's Affordable Housing and Sustainable Communities Program Funds, Veterans Housing and Homeless Prevention Funds, and tax credit financing (4% and 9%). Proposers are encouraged to consider other funding sources for the development and operation of the Project and should confirm the eligibility of the use of any proposed funds.

### 3.5 Availability and Condition of the Project Site

Access to the Project Site will be made available on Thursday, August 1, 2024, at 10:00 a.m. to allow Proposers to walk the Project Site and observe current site conditions.

## 4 DEVELOPMENT REQUIREMENTS

The County has developed the following general guidance to be referenced by the Proposer as they work through the conceptual design process. As mentioned in **Section 1** (Introduction), the County is seeking a proposal that embodies an affordable housing development that should include, but is not limited to, the following requirements:

### 4.1 General Requirements

- 4.1.1 Deal Structure:** The County will ground lease the Project Site to a development entity at the discretion of the County. The County is not prescribing a particular financing structure or development entity type. Any agreements executed between the County and the selected Proposer is expected to transfer all revenue risk to the Proposer. See **Section 4.4** (Ground Lease Expectations) for additional information on ground lease expectations.
- 4.1.2 Residential:** Create 100% affordable housing units across the Project Site for lower income households. More detail on housing-related requirements is provided in **Section 4.2** (Residential Requirements).
- 4.1.3 Infrastructure / Utility / Easements:** Proposer shall comply with all applicable State and local laws, regulations, and requirements.
- 4.1.4 Open Space:** Create thoughtful, accessible, people-friendly, and creatively engineered and designed open and green-spaces, including pathways, features, and landscaping. All open space is anticipated to be

maintained by the Proposer or an entity created for that purpose and may potentially include roof areas.

- 4.1.5 Parking:** Proposer shall comply with all local minimum parking requirements.
- 4.1.6 Sustainability:** The selected Proposer shall comply with all applicable County codes and requirements, including LEED Gold Certification for all buildings on the Project Site and plan to optimize indoor and outdoor health and wellbeing conditions for residents including the potential utilization of third-party rating tools such as Fitwel or WELL.
- 4.1.7 Community Wellbeing and Safety:** Incorporate thoughtful environmental design to promote wellbeing, safety, and security within the Project Site and along its perimeter.
- 4.1.8 Seismic:** The Project shall be designed to comply with the State and local building codes.
- 4.1.9 Operations & Maintenance:** The Proposer, or one or more affiliated entity, shall maintain all assets within the Project Site, including the buildings, landscaping, and any other features.
- 4.1.10 Community Outreach:** The selected Proposed shall perform outreach to the surrounding community to create a project that accommodates the neighborhood's needs and expectations, including meetings with specific stakeholder groups and others as requested by County. The following actions will be required:
  - 4.1.10.1** Prior to and during outreach, Proposer shall prepare and implement plans for meetings of various sizes, including mailers and personal invitations in a weekly and continuous basis, including meetings and materials in Spanish and other languages, if requested by County.
  - 4.1.10.2** In these meetings, information to introduce and develop support for the development will be accomplished through securing and compiling input from key supporters and community opinion leaders. The selected Proposer will make every reasonable effort to modify and refine the development plan in light of community input and shall respond to community needs with a project that balances development and community expectations.
  - 4.1.10.3** Ensure input is received from communities in the area surrounding MdR, particularly targeting historically disadvantaged communities.

**4.1.10.4** The Proposer shall create, as needed, small “focus” groups to meet and discuss specific development related issues. Focus groups shall consist of local community stakeholders and immediate residential and commercial neighbors to the development site. Meetings shall include participation of representatives of the LACDA, County, and the Second Supervisorial District office.

For the avoidance of doubt, the proposed Project (and all components and construction thereof) shall meet all applicable State, federal, County, and local rules, regulations, and requirements, including, the most recent version of the California Building Code. All work shall comply with the requirements in force at the time any portion of the work on the Project Site is undertaken. With the exception of policy changes adopted solely by the County at its discretion and where the law allows County to impose new policies, the Proposer will bear all costs or impacts due to changes in requirements.

## **4.2 Residential Requirements**

The following minimum requirements apply to all proposals:

**4.2.1 Affordable Residential Units:** Proposals shall provide a minimum of fifty (50) 100% affordable residential units on the Project Site. All units shall be deed restricted for a minimum of 50 years for rental to very-low, low, and moderate income households, not to exceed 120% Average Median Income (“AMI”), as defined in section 50079.5 of the Health and Safety Code, with an affordable rent, as defined in section 50053 of the Health and Safety Code. The County strongly encourages proposals to optimize the number of units available for very low, low, and moderate income households, as defined in sections 50079.5, 50105, and 50093 of the Health and Safety Code.

**4.2.2 Residential Management & Services:** The Project shall include all appropriate facilities for building management and any potential wraparound/supportive services at the Project Site for the ongoing operation of the Project for the life of the ground lease. The County is not obligated to participate in the leasing, maintenance, or support of residential tenants. Any affordable housing shall include administrative space for wraparound services, as appropriate.

## **4.3 Entitlements & Environmental Requirements**

The County will be the lead agency for both entitlements and environmental review. The project site is located on County-owned property in unincorporated County of Los Angeles subject to the MdR Local Coastal Program. The Proposer will need to demonstrate how the proposed project will comply with the California Environmental Quality Act (“CEQA”). To the extent appropriate and consistent with CEQA, Proposers are highly encouraged to identify an eligible exemption or other streamlined

environmental clearance pathway to help minimize the timeframe and manage risks associated with the environmental review period. If the proposed Project contemplates federal funding, National Environmental Policy Act (“NEPA”) review will also need to be completed. It is anticipated that NEPA review will be prepared sequentially once the CEQA process is completed.

In order to develop a 100% affordable housing project, an LCP amendment is needed to change the current land use category from Senior Accommodation to Residential V. The LCP amendment is also needed to transfer public parking obligations from parcel 147 to other parcels in Marina del Rey, subject to approval from the California Coastal Commission (CCC). In support of the required LCP amendment, the selected proposer will be required to commission a site-specific sea level rise (SLR) adaptation analysis for the proposed project, which would include a site vulnerability analysis, as well as inclusion of adaptive strategies and design measures to address long-term impacts from SLR.

It is anticipated that the Residential V category would permit approximately 150 dwelling units and that a minimum of 0.5 on-site parking spaces per bedroom would be required. Any commercial uses would be subject to the standard parking requirements in Title 22.

Proposals must incorporate high quality design consistent with the guidelines and objectives in the Marina del Rey Design Guidelines. Projects are subject to review and approval of the Marina del Rey Design Control Board (DCB). More information about the Design Guidelines and DCB can be found at this website:  
<https://beaches.lacounty.gov/design-control-board/>

Developers will be responsible for all costs associated with obtaining entitlements and permit issuance and shall conduct their own due diligence to assess project feasibility including the identification of permitting and entitlement procedures, entitlement approvals approach, and timeframes (including CEQA and NEPA process). The County makes no representations whatsoever regarding the reliability or accuracy of entitlement information presented herein.

The County will serve as the processing agency for zoning/land use matters, including the processing of any required CEQA and NEPA clearances. The selected Proposer will be responsible for performing due-diligence and coordinating with various utility providers to determine the availability and ability for utilities to serve the development.

The Board can only vote on, approve, and adopt the financial terms of the final development and the final form of Project Documents after all appropriate environmental clearances have been completed.

#### **4.4 Ground Lease Expectations**

The County desires a long-term ground lease structure for the disposition of the Project Site. Upon Board approval, the County will enter into an ENA and ultimately, ground lease agreements, with the selected Proposer for the entire proposed Project.

The County will consider other lease structures that meet the County's proposed requirements outlined in this RFP. The County is not prescribing any specific lease term lengths; lease term shall be negotiated during the ENA process and is expected to be a minimum of 50 years.

Upon execution of the ENA by all parties, the County will require an ENA deposit, paid to the County in the amount of \$50,000 ("ENA Deposit"). During the term of the ENA, whenever the ENA Deposit balance reaches Ten Thousand Dollars (\$10,000) or less, the Developer will replenish the ENA Deposit to the initial amount.

During the term of the ENA, the County and the Proposer will negotiate the terms of an option agreement and long-term ground lease(s), which shall describe the rights and responsibilities of Proposer and the County with respect to the Project Site. The County's interests under its development agreement and ground lease(s) will not be subordinated to any interest the Proposer or its lenders or investors will have in the Project Site. The base term of ground lease(s) will be negotiated on a case-by-case basis, and the Proposer shall propose, inter alia, a ground lease term as part of the RFP submittal. Generally, these terms are presented to the Board concurrently with CEQA recommendations, such that the ground lease(s) can be conditionally executed upon legislative approval of the terms (and related CEQA adoption), and fully effective upon satisfactory fulfillment of the closing conditions required in the ground lease.

#### **4.5 Financial Capacity**

The selected Proposer should anticipate identifying other sources of funding, potentially including other public sources to fully fund the potential Project.

#### **4.6 Proposer Team Requirements**

If the Proposer is not an incorporated legal entity at the time of its submission, it is required to submit its teaming arrangement information and confirmation of joint and several liabilities ("Core Team"). Each proposal shall be submitted by a Proposer who serves as the development team's primary financial sponsor and is the main point of contact with the County (the "Prime Proposer").

The County is not specifically prescribing a Special Purpose Entity ("SPE") or 63-20 / non-profit structure for this Project. The development entity type and financing structure are at the discretion of the Proposer.

Proposers should take care to ensure that the Proposer and/or Core Team assembled can assume all the roles required to entitle, environmentally clear, finance, develop, construct, and operate the Project.

It is stressed that once a Proposer's proposal is submitted, the composition of the Core Team cannot be altered without the prior written consent of the County. Once the respective ENA is awarded and executed, the Prime Proposer may request to the County, for their approval, to change the composition of their Core Team, but the County shall approve any change in the Core Team. The County reserves the right to approve or reject

changes to any Core Team based on objective criteria, at its sole discretion. The County also maintains the right to request additional subcontractors to supplement the Proposer Core Team's development and operational needs.

#### **4.7 County Development Requirements**

The County has various policies and requirements and direction pertaining to construction wages, construction hiring and local hire, and other standard development contract requirements and provisions. These policies are outlined below. The Proposer shall be responsible for ensuring that the policy requirements are met across the Project and shall incorporate these requirements into all their contracts.

- 4.7.1 Compliance with Local Development Plans:** Proposers are required to familiarize themselves with the Marina del Rey Local Coastal Program ("MdR LCP") to verify the land-use regulatory framework and requirements governing the Project Site's use, including parking requirements, height, and setbacks. Developments shall comply with all the applicable plans and regulations subject to the site. The project is located within the California Coastal Zone and is subject to the Coastal Act and the MdR LCP. The MdR LCP is made up of two components, the Marina del Rey Land Use Plan (LUP) and Marina del Rey Specific Plan, or implementation program. Links to both components can be obtained at the following site:

<https://planning.lacounty.gov/long-range-planning/marina-del-rey-land-use-plan/>

- 4.7.2 LEED Requirements:** The Project shall achieve LEED Gold Certification for all buildings and site elements. LEED Gold Certification means certification by the appropriate LEED governing body (Currently Green Building Certification Inc.) at the Gold Certification level using the appropriate rating system. The proposed Project may be certified as a single submission, or individual elements may be certified separately at the Proposer's discretion, but all elements must achieve Gold Certification. Any rating system version in force at the time of the project certification may be used. The County's LEED policy is included as **Appendix E** for reference. Furthermore, the County encourages proposals to optimize indoor and outdoor health and wellbeing conditions for residents including the potential utilization of third party rating tools such as Fitwel and WELL.

- 4.7.3 Local and Targeted Worker Hiring Program:** The Project shall comply with the requirements of the County Local and Targeted Worker Hiring Program ("LTWHP") (**Appendix F**). Specifically, the requirements of the County LTWHP policy will be incorporated into any Project Labor Agreement/ Community Workforce Agreement between the Proposer and its contractors, including the requirement that the LTWHP policy

obligations will be included in any capital or construction contracts let as part the Project. The Proposer shall have the contractual obligation to ensure that the provisions of the LTWHP policy are applied on all elements of the Project.

- 4.7.4 Community Business Enterprise Program:** The Project shall comply with the requirements of the County Community Business Enterprise (“CBE”) Program (**Appendix G**) which includes business enterprises owned by disabled veterans, disadvantaged business enterprises, and minority and women- owned business enterprises. The County has established an aspirational goal of 25 percent determined by total dollars awarded to a CBE.

The Proposer shall undertake and document good faith efforts it has taken to assure that CBEs are utilized, when possible, to provide supplies, equipment, technical services, and other services under this development agreements.

- 4.7.5 Community Workforce Agreement:** The Project shall adopt the County’s Community Workforce Agreement ("CWA") (**Appendix H**), or an alternative Project Labor Agreement acceptable to the County. The Proposer shall incorporate the CWA into all appropriate lower tier contracts for capital, construction, or operations. Projects that include a hotel, restaurant, or similar uses will require a Labor Peace Agreement (**Appendix I**) with the relevant labor organizations.

- 4.7.6 Prevailing Wages:** The proposed Project includes services which will be subject to prevailing wage requirements under State and Federal law. The Proposer is responsible for compliance with prevailing wage requirements, including establishing the extent of the requirements under the applicable statutes and code sections. This obligation includes ensuring that all lower tier contracts comply with the requirements.

- 4.7.7 Los Angeles County Civic Art Policy:** The Project is subject to the Los Angeles County Civic Arts Policy (**Appendix J**).

- 4.7.8 Greater Avenues for Independence Program and General Relief Opportunities for Work Program:** Proposers shall demonstrate a proven record of hiring participants in the County's Department of Public Social Services Greater Avenues for Independence ("GAIN") or General Relief Opportunity for Work ("GROW") Programs or shall attest to a willingness to consider GAIN/GROW participants for any future employment openings if they meet the minimum qualifications for that opening. Proposers shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposers’ employee mentoring



program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

**4.7.9 Community Benefits for County Economic Development Projects Policy:** The Project shall comply with the requirements of the Community Benefits for County Economic Development Projects Policy (Community Benefits Policy) (**Appendix K**).

In addition, the Proposer shall comply with all entitlements and environmental requirements as mentioned in **Sections 4.3** (Entitlements & Environmental Compliance).

**4.8 Insurance Requirements:**

The County shall impose their respective insurance requirements on the selected Proposer that will include some or all the following coverages (noting that the following list may not be comprehensive): general liability, workers' compensation, automobile liability, professional liability (errors and omissions), contractors' pollution liability, builder's risk/property insurance – in addition to a surety (performance) bond. The selected Proposer shall agree to provide all required insurance at limits satisfactory to the County, name the County as additional insured where applicable, and provide valid insurance certificates throughout the term of any agreements, contracts, and leases prior to the execution of any agreement, contract, or lease. Some specific insurance requirements are listed below ("Required Insurance"):

**4.8.1 Indemnification and Insurance:** The County's insurance requirements specify that Proposers should obtain coverage from insurance companies acceptable to the County who have a current A.M. Best rating of not less than A:VII. A Best rating of A:VII indicates that the company evidences strong financial strength and ability to meet their ongoing financial obligations to policyholders. Proposers shall comply with indemnification and insurance provisions to be specified in the resultant ground lease agreement(s).

**4.8.2 Cancellation of or Changes in Insurance:** Proposers shall provide County with, or Proposer's insurance policies shall contain a provision that the County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the ground lease agreements, in the sole discretion of the County, upon which the County may suspend or terminate such agreements.

**4.8.3 Failure to Maintain Insurance:** Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance

shall constitute a material breach of the ground lease agreements, upon which County immediately may withhold payments due to the selected Proposer, and/or suspend or terminate such agreements. County, at its sole discretion, may obtain damages from selected Proposer resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to selected Proposer, deduct the premium cost from sums due to selected Proposer or pursue reimbursement.

## **5 SUBMITTAL REQUIREMENT**

### **5.1 Submission of Proposal**

Each Proposer shall submit one (1) hard copy proposal and one (1) electronic proposal via Universal Serial Bus (USB) drive in a sealed envelope and/or box by mail or hand delivered to the address below by **Thursday, September 26, 2024, at 4:00 PM** ("Submittal Deadline"). All architectural drawings shall be submitted as 11" x 17" documents.

The entire Proposal package with all Appendices and Exhibits, shall be enclosed in one sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of the Proposer and bear the words:

"PROPOSAL FOR AN AFFORDABLE HOUSING DEVELOPMENT AT MARINA DEL  
REY PARCEL 147"

The proposal(s) must be delivered or mailed to:  
LOS ANGELES COUNTY DEPARTMENT OF BEACHES AND HARBORS  
13837 Fiji Way, Marina del Rey, CA 90292  
Attention: Ivy Bordenave-Priestley

DBH does not assume responsibility for documents that are incorrectly submitted. It shall be the responsibility of the Proposer to confirm proper delivery and receipt by the DBH of a submitted USB drive containing their proposal and other electronic materials.

**PROPOSALS RECEIVED BY DBH AFTER THE SUBMITTAL DEADLINE WILL NOT BE ACCEPTED OR CONSIDERED.**

### **5.2 Mandatory Pre-Proposal Conference**

A Virtual Mandatory Pre-Proposers' Conference will be held to discuss the RFP requirements. County staff will respond to questions from potential proposers. All potential proposers must attend this conference, or their proposals will be rejected as non-responsive (disqualified) without review and eliminated from further consideration. The conference is scheduled as follows:

Tuesday, July 30, 2024  
10:00 AM

Virtual Pre-Proposer's Conference Details:  
<https://bh-lacounty-gov.zoom.us/j/82166231844>  
Zoom Webinar ID: 821 6623 1844  
+1 301 715 8592

To attend Virtual Proposer's Conference, Proposers are required to submit a list of attendees by close of business on Thursday, July 25, 2024, to Ivy Bordenave-Priestley at IBordenave-Priestley@bh.lacounty.gov.

### **5.3 Cover Letter and Authority to Propose**

The Proposer shall provide a cover letter on official company letterhead that identifies the Proposer, the name of the key point of contact, and the Proposer's legal structure and Core Team. The letter shall be signed by the person or persons who are authorized signatories and have legal authority to bind the firm in contractual matters with the County and be accompanied with evidence (i.e., a copy of a corporate resolution, by-laws, or operating agreement) that the signor has legal authority to enter into binding contracts on behalf of the Proposer.

### **5.4 Table of Contents**

Each Proposer shall provide a table of contents outlining the entire proposal to clearly identify where specific submittal requirements are addressed within the final proposal.

### **5.5 Proposer Team Qualifications & Capability to Implement Project**

Proposers shall provide the following as part of their proposal:

#### **5.5.1 Core Team Information**

**5.5.1.1 Team Organization and Background** – overview of the Proposer's organization, the Core Team's name or categories of each firm in the proposal. Indicate the lead firm and lead individual for each area of work being proposed for the Project. Proposers shall provide background regarding organization structure (e.g., non-profit, corporation, partnership, joint venture, etc.), year organized and year of incorporation, and information relating to corporate officers, board members, partners, headquarters location, etc.

**5.5.1.2 Partner Descriptions** – description of each partner, including key facts about the organization's experience, location(s),

number of employees, and other important information related to their anticipated role in the Project.

**5.5.1.3 Team / Personnel Resumes** – resumes for key project personnel listed under “Team Organization and Background” for each partner firm.

**5.5.1.4 Other Team Members** – please include additional information of other members and subcontractors from the larger team not included as part of the Core Team.

**5.5.2 Development History**

**5.5.2.1** A list of completed developments, which includes affordable housing, similar to the scale of this Project Site with either the County or other municipal agencies. For each project example, describe the role and level of participation that is represented by Proposer, the Prime Proposer, and Core Team members. Include relevant photographs highlighting the applicability of the project examples to this RFP.

**5.5.2.2** Highlight key team members from the proposed Core Team demonstrating strong expertise and capacity in both development and operation of similar projects.

**5.5.2.3** Describe project examples of partnerships associated with public agencies resulting in a public benefit.

**5.5.2.4** Describe the operative elements of each project example (i.e., predevelopment, development, finance, design, ownership, operation, and management).

**5.5.2.5** Identify which of the project examples were delivered within the original contracted date, which projects examples were completed on or under budget and which projects examples were completed over budget.

**5.5.2.6** For projects completed over budget or delivered past due of original schedule date, specify the cause for the cost overrun or delay, the corrective actions that were taken to ameliorate the cost overrun or delay and if none were taken, provide explanation as to why no corrective action was taken.

**5.5.2.7** Project examples should describe experience with traditional ground leases or lease-leaseback model. Also, provide any material details relating to how the ground lease/lease-leaseback structure would be operated as the tool for long-term site control.

- 5.5.2.8** Provide any other relevant information that demonstrates capacity (financial and operational) and ability to structure and finance public-private transactions, especially regarding projects of a similar scale as the proposed project and with affordable housing components serving similar tenant populations. Include site plans, renderings, and/or photographs of these projects.
- 5.5.2.9** Describe experience and history in ownership and management for completed projects. Include project examples of similar projects managed by the Proposer.
- 5.5.2.10** Describe meaningful community engagement on similar projects and stakeholder participatory processes, types of stakeholders, and methods of engagement. Provide any supporting documentation of evidence of achieving such an approach.

## **5.6 Proposer's Financial Capacity**

Proposers shall provide the following as part of their proposal:

- 5.6.1 Funding Sources** – Describe experience with securing similar funding sources as those contemplated in the proposed Project (which may be accomplished through reference to any Project examples provided in **Section 5.5** (Proposer Team Qualifications & Capability to Implement Project)).
- 5.6.2 Financial Health** – Provide documentation on Proposer’s financial position and health for the past five (5) years. Acceptable documents include, but are not limited to, income statements, balance sheet, statement of cash flows, and statement of retained earnings.
- 5.6.3 Finance and Investor Relationships** – Describe ability to establish and maintain relationships with debt and equity providers and describe existing relationships with debt and equity providers. Provide at least three (3) reference letters from previous lenders and/or equity providers are required. Provide preliminary evidence of interest from financial institutions and/or equity partners.
- 5.6.4 Bankruptcy Information** - Provide a statement indicating whether the Proposer, or parent company or affiliates, has ever declared bankruptcy. If so, state the date, court jurisdiction, and amount of liabilities and assets.
- 5.6.5 Defaulted or Non-Performing Loans** - Identify any loans or financial obligations of the Proposer, and Proposer affiliated entities, that have been defaulted on within the last five (5) years. Identify any existing non-

performing loans including the outstanding balance and duration of delinquency for the Proposer.

- 5.6.6 Other Relevant Information** - Provide any other relevant information that will help the County understand the financial capabilities of the Proposer and, specifically, the sufficiency of Proposer's financial strength to complete the proposed Project. This may include Proposer financial statements, annual reports, rating reports, or other relevant documentation. Any confidential material shared with the County in response to the RFP shall be marked "Confidential." Notwithstanding the foregoing, Proposer understands that, unless exempt under applicable law, this RFP, and any documents that it submits under this RFP, may be subject to public inspection or copying under the California Public Records Act, section 7920.000 et seq.

**5.7 Project Design/Concept and Narrative Description**

Proposers shall provide the following as part of their proposal, reflecting community priorities, where applicable:

- 5.7.1** Describe the proposed development concept for the proposed Project, including, but not limited to, the building(s)' physical envelope and any other features to be included.
- 5.7.2** Describe the proposed phasing for the proposed Project's implementation, if relevant, and explain the benefits of the proposed phasing plan.
- 5.7.3** Provide concept drawings depicting the proposed Project including a site plan(s) depicting site circulation including accessible paths of travel, site massing, use of open space, and parking; architectural drawings including elevations, floor plans (if applicable), and interior/exterior renderings for the building(s) proposed.
- 5.7.4** Describe how the proposed facilities will complement the surrounding neighborhood, as well as how the proposed design will help the County realize its vision for the Project Site.
- 5.7.5** Describe the proposed unit mix and type (i.e., sq. footage, number of bedrooms, etc.) for the residential component and the level of affordable housing being proposed.
- 5.7.6** Describe the proposed commercial tenant mix (if any) including the type of uses, such as a community cultural and creative hub, laundry facilities, foodservice/retail, or a mix of these activities. Connect the commercial tenant mix that meets the County and community's priority to sustain and grow small businesses and products. Describe research and/or market sounding activities (such as letters of interest from

potential tenants) that support the viability of the proposed commercial tenant mix.

- 5.7.7** Describe how the proposed development concept provides for the potential of community benefits desired by the County outlined in **Section 3.1** (Project Objectives & Goals) of the RFP.
- 5.7.8** Describe how the proposed development incorporates sustainability initiatives and sustainable design features that will comply with the County's Green Building policy and sustainability/resiliency requirements.
- 5.7.9** Describe the entitlements, LCP amendment, and environmental clearance strategy for the proposed Project, demonstrating an understanding of the site's opportunities and constraints and the path to comply with CEQA, and to the extent appropriate and consistent with CEQA an eligible exemption or other streamlined environmental clearance pathway (and, if applicable, NEPA) as described further in **Section 4.3** (Entitlements & Environmental Clearance).
- 5.7.10** Provide a preliminary project schedule that includes a development and construction schedule in tabular, Gantt, or similar format. Describe the schedule to develop, entitle, permit, stage, and construct the improvements, including sequence of events and timeline, in order to create a complete project schedule.

## **5.8 Project Financing Strategy**

The purpose of the information requested in this section is to demonstrate the financial feasibility of the proposed Project, using the Proposer's market assumptions. Though this is a preliminary analysis of feasibility, it will provide the County a description of the Project being proposed, and the financial assumptions being made.

- 5.8.1 Detailed Project Budget** – Provide a detailed project budget ("Project Budget") that includes all direct and indirect costs, and financing expenses. Cost details should include capitalized ground rent payment, hard construction costs (including tenant improvement budgets), parking costs, on and off-site infrastructure costs, all indirect soft costs, and all construction and permanent financing costs. Soft development costs should be detailed as appropriate, including architecture and engineering, construction insurance, legal fees, Proposer overhead and administration, brokerage fees and leasing commissions, and lease reserves. Include a statement of how each estimate was calculated, including unit costs, assumptions, and other relevant explanatory information.

- 5.8.2 Pre-Development Budget** – As a subset of the Project Budget, provide a budget for predevelopment activities, as well as a “sources and uses” statement. Provide any background or supporting information to verify the funding for predevelopment expenses (e.g., identified financial partner, internal sources, existing credit facilities, etc.).
- 5.8.3 Public Financing** - Describe experience with public financing sources (i.e. the Low Income Tax Credits, HUD, County, etc.) and capacity to structure and finance public/private transactions.
- 5.8.4 Pre-tax Project Pro Forma** – Provide a 15-to-30-year operating pro forma and projected return on investment (“Project Pro Forma”). The Project Pro Forma should include detailed assumptions for revenues and expenses, including revenues by use and phase on a square foot basis, operating expenses, vacancy rates, and stabilized occupancy levels. Describe the expected lease-up period, amount of lease commissions, and assumed escalation and inflation rate assumptions. Describe any pre-leasing commitments, expected anchor tenants (if any), in-line tenants (if any), and what other anticipated tenants there may be. Include any financial assumptions or conditions affecting the financial feasibility of the proposed Project.
- 5.8.5 Capital Structure and Project Sponsorship** – Indicate the anticipated sources of proposed project funding, in both the construction and permanent financing phases. Describe anticipated capital structuring terms, including anticipated leverage ratios, debt interest rates, target investment rates, loan terms, financing costs, and any other relevant project financing assumptions, such as potential operating subsidies. Provide information about the use of grant funding and other subsidies and third-party funding, if applicable. Indicate if multiple leases are proposed as part of a phased project.
- 5.8.6 Financial Offer to the County** – For the ground lease, provide the proposed ground lease term, structure, and payment schedule being proposed, if any.
- 5.8.7 Contingencies** – Include any financial contingencies the Proposer is imposing on the proposal being offered to the County.

**5.9 Community Benefits Strategy**

The Community Benefits Strategy is of paramount importance to the successful development of the proposed Project.

Therefore, the Proposer shall:

- 5.9.1** Describe the Core Team’s experience in managing development projects with significant stakeholder outreach and community input from



members of various cultural backgrounds. This includes developing collaborative relationships, including community-based organizations, local community stakeholders, and other strategic partners, to meet the County's vision and community needs and interests. Highlight any specific experience working in the Marina del Rey community, surrounding areas or with communities of a similar demographic profile.

- 5.9.2** Submit a detailed Community Outreach Plan that describes how stakeholder input will be obtained and incorporated at every stage of the process: during the ENA/entitlements, as design is progressed, into construction, during the leasing phase, and during operations. Be sure to address how the engagement strategy considers unique/new methods of engagement given the potential requirement for a combination of virtual and in-person workshops, as well as the availability of language translation.
- 5.9.3** Provide strategy to meet or exceed the affordability requirements required in **Section 4.2** (Residential Requirements).
- 5.9.4** Provide an outline of the proposed sustainability strategy, including proposed strategies to meet or exceed the requirement in **Section 4.1** (General Requirements).
- 5.9.5** Provide strategy to create other community benefits and priorities, as described in **Section 3.1** (Project Objectives & Goals).
- 5.9.6** Provide information related to the short- and long-term job creation and workforce development opportunities, including training and local hire, small business development and incubation, and overall economic benefits for the surrounding communities because of the construction and long-term operations of the development, consistent with **Section 4.7** (County Development Requirements).

## **5.10 Required Forms**

Proposer shall complete, sign, and submit with the proposal, the certifications and forms included in **Appendix B** (Required Forms). Except for the Contractor Employee Jury Service Program form, these forms are required only from the Prime Proposer. The Contractor Employee Jury Service Program form shall be completed and signed by the Proposer and their Core Team.

## **5.11 References**

Proposers shall list three (3) references—either stakeholders or agencies—for similar-scale projects started or completed during the past five (5) years as well as at least three (3) references from previous lenders and/or equity providers during the past five (5) years.

For each reference, the following details shall be provided:

- Agency/Stakeholder;
- Business/Organization Type;
- Address;
- Contact Person (which shall be an individual with direct knowledge of performance; contact name, title, address, telephone number, and email address should be provided); and
- Project Overview, Scope, and Cost.

**Any proposal that does not include the above requested information in the detail asked for in this RFP shall be deemed a non-responsive proposal and shall not receive further consideration.**

## 6 PROPOSAL EVALUATION

### 6.1 Evaluation Criteria

<b>EVALUATION CRITERIA (In weighted order)</b>	<b>MAXIMUM POINTS</b>
<b>Proposals Qualifications &amp; Capability to Implement Project</b>	250
<b>Financial Capacity</b>	200
<b>Project Design/Concept &amp; Narrative Description</b>	250
<b>Project Financing Strategy</b>	250
<b>Community Benefits Strategy</b>	50
<b>Interview</b>	50
<b>Total Maximum Points Possible</b>	<b>1,000</b>

### 6.2 Scoring Requirement

In each of the scoring categories, the Proposer will be assessed on their ability to demonstrate the following requirements.

#### **6.2.1** Proposer Qualifications Criteria & Capability to Implement Project (250 Points)

**6.2.1.1** The Proposer provides a detailed overview of Core Team organization, structure, firm experience, and key personnel that demonstrate expertise and capacity to both develop and operate the proposed Project.

**6.2.1.2** The Proposer includes an experienced development entity that can provide evidence of experience in predevelopment phase services (i.e. during an ENA period in which entitlement

and environmental clearances are pursued, and ground lease agreements are negotiated) and then subsequent execution of ground lease agreements.

- 6.2.1.3** The Proposer includes an experienced development entity, financial partners, and such disciplines as licensed architects, engineers, and planners.
- 6.2.1.4** The Proposer provides experience through a list of completed project examples similar to the scale of the Project Site. Examples of project experience should highlight, but are not limited to, the following: scale, design, new construction, entitlement effort, working with a public agency, working with community stakeholders, achievement of public benefits, on-time and on-budget project delivery (or satisfactory explanation where not on-time or on-budget), ground lease structure utilized, and experience with any other deal structures being proposed as part of the Proposer's approach.
- 6.2.1.5** The Proposer demonstrates strong expertise and capacity in meaningfully engaging community stakeholders.
- 6.2.1.6** The Proposer has experience working successfully with local and state regulators.
- 6.2.1.7** Prior construction experience or other relevant experience to effectuate similar development projects.
- 6.2.1.8** Prior experience in ownership and management of a completed affordable housing development project.

**6.2.2** Financial Capacity (200 points)

- 6.2.2.1** The Proposer has experience managing large development projects and securing similar funding sources contemplated in the proposed Project, including in-depth knowledge and a high comfort level with ground lease structures.
- 6.2.2.2** The proposal evidences the Proposer's ability to fund pre-construction activities immediately upon award of an ENA.
- 6.2.2.3** The Proposer clearly demonstrates ability to provide or obtain its proposed financing or other identified funding sources for the proposed Project.
- 6.2.2.4** The Proposer demonstrates strong relationships with financial institutions and there are no reported bankruptcies and histories of defaulting or having non-performing loans that may negatively affect the proposed Project. Provided at least

three (3) reference letters from previous lenders and/or equity providers. Provided preliminary evidence of interest from financial institutions and/or equity partners.

**6.2.3** Project Design/Concept & Narrative Description (250 Points)

- 6.2.3.1** The proposal provides architectural plans for the proposed Project, showing and labelling setbacks, easements, and key features of the design concept including sustainability, open space, and a demonstrated understanding of ADA requirements.
- 6.2.3.2** The proposed design complements the surrounding community.
- 6.2.3.3** The proposed design effectively supports the Proposer's affordable housing mix and proposed commercial tenant(s).
- 6.2.3.4** The proposed design meets the County's requirements and otherwise adheres to the space considerations established in **Section 4** (Development Requirements).
- 6.2.3.5** Proposer demonstrates a viable strategy towards achieving its development concept with respect to affordable housing mix and proposed commercial tenant(s).
- 6.2.3.6** Proposer has optimized the number of units for very low, extremely low, and acutely low-affordable housing units.
- 6.2.3.7** The development schedule is realistic, phased appropriately, and evidences the Proposer's grasp of the necessary elements of predevelopment and construction, including entitlements and permitting requirements.
- 6.2.3.8** The development plan demonstrates an understanding of the site's opportunities and constraints and the path to comply with CEQA, and to the extent appropriate and consistent with CEQA an eligible exemption or other streamlined environmental clearance pathway as described further in **Section 4.3** (Entitlements & Environmental Requirements). The proposed design provides affordable housing aligned with the goals established in **Section 4.2** (Residential Requirements).

**6.2.4** Project Financing Strategy (250 points)

- 6.2.4.1** The Proposer has clearly identified a reasonable financing structure for the overall Project Site that allows the County to ground lease the Project Site to the Proposer.

- 6.2.4.2** The reasonableness of the proposed Project Budget and assumptions of construction costs.
  - 6.2.4.3** The reasonableness and feasibility of the Project Pro Forma.
  - 6.2.4.4** Clarity of proposed financial structure and relative strength of proposed Core Team, partners and/or lending institutions identified to provide such funding or other support.
  - 6.2.4.5** Experience and success in prior securing the proposed financing/funding sources.
  - 6.2.4.6** The Project Pro Forma demonstrates financial feasibility. The Proposer has identified proposed sources of funds to cover financial gaps. The Proposer clearly identifies the anticipated sources of proposed Project funding, in the pre-development, construction and permanent financing phases. The County seeks proposals that demonstrate a viable funding strategy to build and operationalize the commercial uses described.
  - 6.2.4.7** Financial proposal considers the potential for a revenue stream to the County when viewed in light of the overall development mix, community benefits, and revenue projected over the term of the ground lease. This should clarify any financial contingencies that the Proposer proposes to impose on the County.
- 6.2.5** Community Benefits Strategy (50 points)
- 6.2.5.1** The Proposer has provided clear and thoughtful responses to the list of the community benefit requirements set forth for the development project as described in **Section 5.9** (Community Benefits Strategy). Evaluation of the Proposer’s Community Benefits Strategy will be focused on the five (5) areas outlined below.
  - 6.2.5.2** Community outreach and engagement plan, including but not limited to, team experience and meaningful approach across each stage of the process.
  - 6.2.5.3** Affordable housing beyond the minimum requirement outlined in **Section 4.2** (Residential Requirements) for the entire proposed Project.
  - 6.2.5.4** Short and long-term job creation and workforce development as part of both construction and ongoing operations and maintenance of the development of the Project Site.



### 7.1 Critical Dates

<b>Critical Dates: Note that all Critical Dates Represent the currently anticipated County timeline for this RFP. However, all dates are subject to change.</b>	
Release of RFP	<b>July 18, 2024</b>
Pre-Proposal Conference (Mandatory)	<b>July 30, 2024</b>
Access to Site	<b>August 1, 2024</b>
Deadline to Submit Questions	<b>August 8, 2024</b>
Release of Answers to Questions	<b>August 22, 2024</b>
Proposal Submission Deadline	<b>September 26, 2024</b>
Short Listed Proposers Selected for Interviews	<b>October 2024</b>
Proposer Interviews	<b>October 2024</b>
Preferred Proposer Selected	<b>November 2024</b>
Preferred Proposer Notified/Initiate Board Calendar Process	<b>November 2024</b>
Board of Supervisors Final Approval of Proposer and Authority to Engage an ENA	<b>December 2024</b>

*\*Note: As noted above, all of these “Critical Dates” represent the County’s currently anticipated timeline; however, all dates are subject to change in the County’s sole and absolute discretion.*

### 7.2 Proposal Inquiries

Request for interpretation or clarification of the solicitation documents shall be submitted through email to **Ivy Bordenave-Priestley** at [IBordenave-Priestley@bh.lacounty.gov](mailto:IBordenave-Priestley@bh.lacounty.gov) through and until **5:00 pm PT on Thursday, August 8, 2024**. All such emails should state **"4206 Admiralty Way Project Questions"** in the subject line.

Where such interpretation or clarification requires a change in the solicitation documents, the County will issue an amendment to the RFP. County shall not be bound by, and the Proposers shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents.

All communication in connection with this RFP shall be submitted in writing via e-mail to **Ivy Bordenave-Priestley** at [IBordenave-Priestley@bh.lacounty.gov](mailto:IBordenave-Priestley@bh.lacounty.gov) on behalf of DBH.

### 7.3 Proposal Submission

The response to this RFP shall be made according to the submission requirements set forth in **Section 5** (Submittal Requirement), both for content and for sequence. Noncompliance with these requirements or misrepresentations may be cause for rejection of the proposal. The County shall not in any way be liable or responsible for any costs

incurred in connection with the preparation, submittal, or presentation of any proposal submitted in response to this RFP.

#### **7.4 Proposal Evaluation**

An Evaluation Committee will review proposal packages received based upon their support of the development objectives for the Project Site and responsiveness to the requirements of this RFP as well as the criteria defined in **Section 6** (Proposal Evaluation) of this RFP. The Evaluation Committee will evaluate submittals and recommend the selection of Proposer to the County's DBH and eventually the County Board.

The County reserves the right to communicate with Proposers to seek clarification and understand further details of their proposals to fairly and accurately evaluate the proposals before making a recommendation.

The County, at its sole and absolute discretion, may create a short-list of the top-ranked Proposers to participate in an interview.

The County, at its sole and absolute discretion, may conduct interviews with the highest-scoring Proposers. At an interview, Proposers would have the opportunity to answer questions from the Evaluation Committee.

The County reserves the right to revise the solicitation documents prior to the proposal submittal due date. Such revisions, if any, will be made by amendment or addendum to this RFP and Proposers will be notified.

Prior to submitting its proposal to the County for consideration, each Proposer is responsible for checking the associated vendor website to ensure that it has received the RFP, any subsequent amendments to the RFP and all applicable exhibits. The website can be found at the following link: <https://camisvr.co.la.ca.us/webven>

Proposers are cautioned to limit exceptions, conditions, qualifications, and limitations to the provisions of this RFP as they may be determined by the County to cause the proposal to be deemed nonresponsive. The County may determine in its sole and absolute discretion whether a proposal is responsive and reserves the right, but assumes no obligation to waive deficiencies, informalities, and irregularities to the maximum extent permitted by law.

All proposals shall be submitted in strict accordance with the RFP documents. Copies of the solicitation, the County's responses to all written questions, and request for interpretation and clarification will be available through addenda to this RFP. Should the Proposer be selected, the Proposer is solely responsible for the examination of solicitation documents, reviewing all amendments, and comprehending all conditions that may impact the proposal and the performance under the ENA. Failure of the Proposer to examine and inform itself is at its sole risk.

The Proposer, by means of a written request signed by the Proposer's authorized representative (identified in the cover letter to the proposal), may withdraw a proposal. A



PDF copy of the written request shall be emailed to the Procurement Coordinator prior to the recommendation of the selected Proposer to the County's Board of Supervisors.

### **7.5 Final Exclusive Negotiation Award by the Board of Supervisors**

Based on the Evaluation Committee's review of the proposals, DBH will recommend the highest-rated Proposer to the Board to enter into an ENA for their final determination.

Notwithstanding a recommendation of a department, agency, individual, or other, the Board retains the right to reject any and all proposals, to individually select one or more Proposers for further negotiations, to exercise its judgment concerning the selection of a Proposer and the terms of any resultant agreement, and to determine which Proposer best serves the interests of the County. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to select a Proposer.

### **7.6 Protest Process**

The County will handle and process any and all protests in connection with this RFP according to the County of Los Angeles Contracting Manual, Countywide Construction Contracting Policy Guidelines, No. P-05-04, "Bid Protests", dated March 31, 2003. Proposers who wish to file a protest shall do so in accordance with the requirements specified in Construction Contracting Policy Guideline No. P-05-04, which can be found at <http://dpw.lacounty.gov/general/bids/BidProtests.pdf>.

Specifically, any non-selected Proposer may submit a written Protest of Agreement Award, in the manner and timeframe as specified by the County.

A Protest of Agreement Award may, in the County's sole discretion, be denied if the request does not satisfy all of the following criteria:

1. The person or entity submitting a Protest of Agreement Award is a Proposer;
2. The Protest of Agreement Award is submitted timely (i.e., by the date and time specified in the Notice of Recommendation for Agreement Award);
3. The person or entity submitting a Protest of Agreement Award asserts in appropriate detail with factual reasons one or more of the following grounds for review:
  - a. The County material failed to follow procedures specified in its solicitation document. This includes:
    - i. Failure to correctly apply the standards for reviewing the proposal format requirements;
    - ii. Failure to correctly apply the standards, and/or follow the prescribed methods, for evaluating the proposals as specified in the solicitation document;
    - iii. Use of evaluation criteria that were different from the evaluation criteria disclosed in the solicitation document.

- b. The County made identifiable mathematical or other error in evaluating proposals, resulting in the Proposer not being selected as the recommended proposer;
  - c. A member of the Evaluation Committee demonstrated bias in the conduct of the evaluation;
  - d. Another basis for review as provided by state or federal law; and
4. The Protest of Agreement Award sets forth sufficient detail to demonstrate that, but for the County's alleged failure, the Proposer would have been the highest-scored proposal.

The assertions included in the Protest of Agreement Award may be with respect to the protestor's proposal, or with respect to the recommended proposal, provided that the assertions satisfy all the required criteria.

Upon receiving the Protest of Agreement Award, the County, through DBH, shall issue a written Notice of Protest Determination to the Proposer within seven calendar days following receipt of the Protest of Agreement Award. The Notice of Protest Determination shall be final.

#### **7.7 General Process Guidelines**

The County reserves all rights to cancel the selection process, change the selection process, or not select a Proposer.

This RFP and selection process do not constitute any type of offer and imposes no contractual or other liability on the County. There is no guarantee that a ground lease or other agreement will be consummated, or that anything will be developed.

The County reserves all rights regarding this solicitation, including, but not limited to, the right to amend or modify this RFP, reject all proposals, extend any dates, or, subject to an ENA, initiate negotiations with the next highest-rated Proposer if negotiations with the highest-rated Proposer do not result in an agreement.

Should the County not receive qualified proposals of interest by a submittal deadline, it reserves the right to extend that deadline until qualified proposals of interest are received.

Proposers are responsible for ensuring their submittals are received.

All materials submitted during any part of the selection process become the exclusive property of the County. Submissions in response to this RFP become a matter of public record. The County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the California Public Records Act ("PRA") or otherwise by law. The Proposer may designate portions of its submittals that contain proprietary data as "CONFIDENTIAL," but the County cannot guarantee that it will be able to enforce such confidentiality.

## 7.8 Process Integrity Guidelines

It shall be the policy of the County to adhere to the Process Integrity Guidelines, outlined below, during its selection of a Proposer team pursuant to this RFP.

Each Proposer is individually and solely responsible for ensuring compliance with the following specific Process Integrity Guidelines. This responsibility extends to the Proposer's employees, agents, consultants, lobbyists, affiliates, and all other parties or individuals engaged by Proposer or otherwise acting in concert with Proposer for purposes of developing or supporting the selection process.

- The Process Integrity Guidelines outlined in this Section shall be operative from release of this RFP until such time as the Board of Supervisors awards an agreement.
- Collusive activities among separate Proposer teams are expressly forbidden and may result in immediate disqualification of all involved parties.
- Proposers are prohibited from offering promotional outreach, hospitality, gifts, or other like activities directed toward County staff, elected, or appointed officials, or proposal reviewers.
- All communication related to the RFP with the County shall be directed to the County's contact(s) identified in the RFP. Contacting any other County staff member, elected or appointed officials, or proposal reviewers may result in disqualification of the Proposer.
- Proposers are prohibited from contacting or contracting with any consultants that participated in the preparation of this RFP solicitation and any of the consultants of the County that helped prepare the Marina del Rey Plan.
- Notwithstanding the restrictions on communications set forth above, nothing in this Section is intended to restrict or prohibit Proposers from communicating with County staff and officials during an open and public County Board meeting, or Proposer presentations.
- Any and all information provided by Proposers during any part of the RFP, selection, or documentation process shall be factually correct.
- Proposers are informed of this Section and are required to provide written acknowledgement and acceptance of these guidelines. Any evidence which indicates a Proposer has failed to comply with the Process Integrity Guidelines described herein may result in that Proposer's disqualification. **Proposers shall make this written acknowledgement as part of the Cover Letter in the Proposal.**
- Any questions regarding the Process Integrity Guidelines shall be in writing and shall be transmitted by mail to the County's contact(s) identified in the RFP.

## **7.9 The County's Rights**

The County may investigate the qualifications and responsibility of any Proposer under consideration, using any information available to the County. The County may require confirmation of information furnished by a Proposer, and require additional evidence of qualifications and responsibility to perform as described in the RFP.

The County reserves the right to:

- Reject any or all of the proposals, at its discretion;
- Negotiate the terms of any proposal;
- Remedy errors in the RFP;
- Cancel the entire RFP;
- Issue a subsequent RFP after cancelling the initial RFP;
- Amend the RFP before and after receipt of Proposals;
- Exercise sole and absolute discretion to determine matters of responsiveness and issues that may be cured or addressed through evaluation of the criteria and sub-criteria identified in the RFP, and request further or additional information from any or all Proposers;
- Appoint an Evaluation Committees to review Proposals;
- Seek the assistance of outside technical experts to review timely submitted Proposals;
- Request clarification from any or all Proposers of any information contained in Proposals;
- Conduct discussions with any or all of the Proposers;
- Approve or disapprove the use of particular Proposers key team member or Core Team;
- Exercise discretion in evaluating Proposals according to the Evaluation Criteria to determine the Proposal most advantageous to the County;
- Negotiate with any, all or none of the Proposers;
- Disqualify the Proposal(s) upon evidence of an organizational conflict of interest, false or misleading certifications or representations in its Proposal, or collusion with intent to defraud or other illegal practices on the part of the Proposer(s);
- Waive any informalities or irregularities in any Proposal, to the extent permitted by law;
- Award an ENA without interviews, discussions, or negotiations; or

- Examine any books, records, accounts and other documents of any Proposer as it relates to the Proposal.

### **7.10 Rights in Technical Data, Patents, and Copyrights**

County shall have the right to use, duplicate, modify or disclose all documents and materials and the information conveyed therein, in whole or in part, in any manner whatsoever, and to have or permit others to do so except as limited by the Public Records Act.

To the extent the Proposer incorporates documents and materials where the copyrights and other intellectual property rights to such documents and materials belong to third parties, the Proposer shall agree to grant County and to their respective officers, agents, and employees acting within the scope of their official duties, a royalty-free license to publish, translate, reproduce, deliver, create derivative works of, and otherwise use as they deem fit. No such materials shall be included in documents and materials prepared or developed by Proposer and its subcontractors hereunder without the written permission of the copyright owner for County to use such in the manner herein described.

The Proposer warrants that the documents and materials shall be delivered free of any rightful claim of any third party for infringement of any United States patent or copyright. If a suit or proceeding based on a claimed infringement of a patent or copyright is brought against County, the Proposer shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by County, and indemnify and hold harmless County and their respective subsidiaries, agents, and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs, and attorney's fees.

### **7.11 Examination of Documents**

All Proposals shall be submitted in strict accordance with the RFP documents. Copies of the solicitation, the County responses to all written questions, and requests for interpretation and clarification will be available through an addendum to this RFP. Please refer to **Section 1.3** (Submission Schedule) for timing. The Proposer is solely responsible to examine all solicitation documents, review all amendments, and understand all conditions that may impact the Proposal and the performance under the ENA should the Proposer be selected.

### **7.12 Organizational Conflicts of Interest**

Organizational conflict of interest rules apply to this procurement. Any person, firm, corporation, joint venture or partnership, or subcontractor determined to have an organizational conflict of interest is subject to disqualification. Further, the selected Proposer may be ineligible to participate in certain future contracts due to organizational conflict of interest. An organizational conflict of interest exists when there is a lack of

impartiality or impaired objectivity, unequal access to information, and biased ground rules, and includes, but is not limited to any of the following:

- 7.12.1 Opportunity to Create Contracting Opportunities:** The Proposer's prior work product, whether it is performed on behalf of the County or another public private entity, afforded an opportunity for the Proposer to make or influence the RFP with the intent of proposing on or participating on a joint development at the Project Site.
- 7.12.2 Evaluation of Prior Work Product:** The Proposer would be in position to evaluate its own prior work product as part of the development of the Project Site, whether the prior work product is performed on behalf of the County or another public or private entity.
- 7.12.3 Access to Information:** The Proposer received confidential or other information as part of the work performed for the County or another public or private entity, which is not otherwise available and cannot be made available to other potential bidders and which provides the Proposer with an unfair competitive advantage in the preparation of its proposal.
- 7.12.4 Inappropriate Communication with the County:** After the RFP is issued, any person, firm, corporation, joint venture or partnership, or other interested party that has discussions regarding this RFP with anyone within the County other than the RFP Coordinator may be considered to have gained an unfair competitive advantage. All communications shall be in accordance with the instruction in Section 6 – Communication with County. Any person, firm, corporation, joint venture or partnership, or subcontractor determined to have an inappropriate communication with County is subject to disqualification.

### **7.13 Cost of Proposal Presentation**

All costs of proposal preparation shall be borne by the Proposer. In no event shall the County be liable for any expenses incurred in the preparation and submission of the proposal. Furthermore, the issuance of this RFP does not constitute a contract or commitment of any kind.

## **8 APPENDICES**

All appendices can be separately downloaded on the County's procurement system portal. Please make careful note which appendices require signature and submission with the Proposal.

Appendix A	Draft of Exclusive Negotiation Agreement (ENA)
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REQUEST FOR PROPOSALS  
FOR AN AFFORDABLE HOUSING PROJECT  
AT 4206 ADMIRALTY WAY, MARINA DEL REY, CA 90292

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Appendix B	Required Forms
Appendix C	Transmittal Form to Request a Solicitation Requirements Review
Appendix D	Background and Resources: California Charities Regulation
Appendix E	County's LEED Policy
Appendix F	County Local and Targeted Worker Hiring Program
Appendix G	County Community Business Enterprise
Appendix H	County's Community Workforce Agreement
Appendix I	Labor Peace Agreement
Appendix J	Los Angeles County Civic Arts Policy
Appendix K	Community Benefits Policy