



**REQUEST FOR PROPOSALS  
FOR  
THE WEST LOS ANGELES  
CIVIC CENTER AND COURTHOUSE  
DEVELOPMENT PROJECT**

**May 15, 2020**

**RFP NO. LACDA 20-046**

**May 15, 2020**

**NOTICE  
REQUEST FOR PROPOSALS  
FOR  
THE WEST LOS ANGELES CIVIC CENTER AND COURTHOUSE DEVELOPMENT  
PROJECT  
RFP NO. LACDA 20-046**

Notice is hereby given that proposals will be received by the City of Los Angeles (the City) and the County of Los Angeles (County), by and through the Los Angeles County Development Authority (LACDA), until **August 11, 2020 at 9:30 a.m.** (the “Submittal Deadline”) for the proposed West Los Angeles Civic Center and Courthouse Development Project. The City and the County will be jointly referred to as the “Parties.”

Before submitting a proposal in response to this RFP, all Proposers are strongly encouraged to attend an optional Pre-Proposal Meeting on **June 2, 2020 at 2:00 p.m.** Given the current restrictions on gatherings due to the COVID-19 pandemic, it is anticipated that the Pre-Proposal Meeting will be held virtually through an online virtual meeting platform. To ensure that all interested Proposers are included in the virtual Pre-Proposal Meeting, each Proposer who desires to attend the Pre-Proposal Meeting must RSVP by sending the name of their firm, attendee names, and attendee email addresses to [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org) by **4:00 p.m. on May 27, 2020**. The County’s Procurement Coordinator will use the Proposer-provided emails to send the virtual meeting link for the Pre-Proposal Meeting as well as any email updates regarding any changes to, or additional details regarding, the mandatory Pre-Proposal Meeting. In addition, Proposers will also have an opportunity to schedule site visits that will be conducted on **June 16 and June 30, 2020**. To ensure that all interested Proposers are given an opportunity to attend a site visit, each Proposer who desires a site visit must RSVP by sending the name of their firm, attendee names, and attendee email addresses to [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org) by **4:00 p.m. on June 9, 2020**. The County’s Procurement Coordinator will reach out to all such Proposers to schedule site visits. All site visits will be held in accordance with all applicable restrictions on activities and gathering sizes due to the COVID-19 pandemic that are in effect at the time. Given the COVID-19 crisis, any in-person activities related to this RFP are subject to changes in format. We appreciate your flexibility as we respond to this crisis.

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All Proposers must submit a complete proposal by the Submittal Deadline which requires that they furnish all materials and perform all work necessary as described in this Request for Proposals (RFP). All required materials shall be addressed and delivered to:

**Emily Codilla, Procurement Coordinator  
Los Angeles County Development Authority  
Community & Economic Development Division  
700 W. Main Street  
Alhambra, CA 91801**

Any Proposer who wishes his or her response to be considered is responsible for making certain that it is received at the stated location and at the stated date and time. No oral, electronic, facsimile, or telephonic proposals or modifications will be considered unless expressly specified to the contrary in subsequent written communication. Responses received after the scheduled deadline will be returned unopened.

The Parties reserve the right to reject any and all proposals, or to individually select one or more Proposers for further negotiations (including, for example, a situation in which County selects one proposal and the City selects another). This RFP is not a contract or commitment of any kind. The Parties are not liable for costs incurred in the preparation of any respondent's proposal. The Parties reserve the right to issue supplementary information or guidelines related to this RFP. Notwithstanding any other provisions herein, the Parties reserve the right to, each in their sole discretion, waive minor technical deficiencies in the Proposals. In accordance with the Civil Rights Act of 1964, Americans with Disabilities Act of 1990, Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, it is the policy of the Parties to assure equal opportunity to all persons, in the award and performance of any contract, without regard to race, color, sex, religion, national origin, ancestry, age, marital status, or disability.

*[Text continues on the following page]*

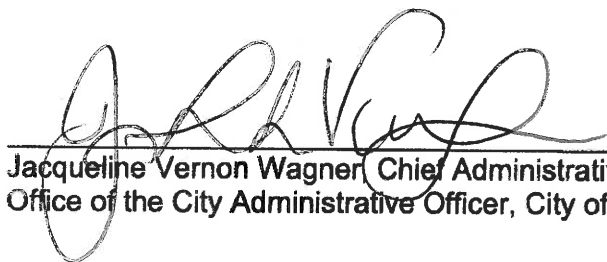
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Questions regarding the RFP are to be directed to Emily Codilla at (626) 586-1820 or [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org). Si usted requiere más información sobre este anuncio, por favor comuníquese con la Srta. Carolina Romo al siguiente número de teléfono (626) 296-6298.



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Davon Barbour, Community and Economic Development Division Director  
Los Angeles County Development Authority



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Jacqueline Vernon Wagner, Chief Administrative Analyst  
Office of the City Administrative Officer, City of Los Angeles

**SUMMARY PAGE**

<b>Title:</b>	Request For Proposals for the West Los Angeles Civic Center and Courthouse Development Project
<b>Description:</b>	The County of Los Angeles and the City of Los Angeles are seeking development proposals for the design, construction, financing, and operation of a mixed-use project on the land and improvements commonly known as the West Los Angeles Courthouse and Civic Center, located along Santa Monica Boulevard, between Corinth Avenue and Butler Avenue, in Los Angeles.
<b>RFP Website Address:</b> (Procurement System Portal)	<a href="https://app.avisare.com/signup/lacda">https://app.avisare.com/signup/lacda</a>
<b>RFP Coordinator:</b>	Emily Codilla (626) 586-1820 emily.codilla@lacda.org
<b>Proposal Delivery Address:</b>	Emily Codilla, Procurement Coordinator Los Angeles County Development Authority Community & Economic Development Division 700 W. Main Street Alhambra, CA 91801
<b>Critical Dates:</b> <i>Note that all Critical Dates represent the currently anticipated timeline for this RFP. However, all dates are subject to change. See Section 6.0 of this RFP for additional detail.</i>	
<b>Date RFP Issued:</b>	May 15, 2020
<b>RSVP Deadline for Pre-Proposal Meeting:</b>	4:00 p.m. on May 27, 2020
<b>Pre-Proposal Meeting Date:</b>	June 2, 2020
<b>Site Visits Conducted:</b>	June 16 and June 30, 2020
<b>Written Questions Due:</b>	July 3, 2020
<b>Questions and Answers Released:</b>	July 15, 2020
<b>Proposal Due Date and Time:</b>	9:30 a.m. on August 11, 2020
<b>Public Workshop:</b>	September 10, 2020

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<b>Public Workshop Summaries Due (if applicable):</b>	10:00 a.m. on September 18, 2020
<b>Oral Interviews (optional):</b>	September 23, 2020
<b>Evaluation Committee Selection:</b>	October 1, 2020
<b>ENA Negotiations:</b>	Until October 22, 2020
<b>Board and Council Approval of ENA:</b>	November 17, 2020

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## 1.0 INTRODUCTION

The County of Los Angeles (the “County”), through its Chief Executive Office (“CEO”), has acquired from the State of California Judicial Council (the “JCC”) site control of land and improvements commonly referred to as the West Los Angeles Courthouse (the “Courthouse Site”). The City of Los Angeles (the “City”) owns the adjacent land and improvements commonly referred to as the West Los Angeles Civic Center (the “Civic Center Site”). Together the Civic Center Site and the Courthouse Site make up the project site (the “Project Site”), all as further described below in Section 2.2 and in the site map provided in **Appendix A**. The County and the City (jointly known as the “Parties”), by and through the County’s Los Angeles County Development Authority (LACDA), have partnered to issue a Request for Proposals (“RFP”) to solicit proposals for the design, construction, financing, and operation of a mixed-use project(s) on the Project Site. The Los Angeles County Development Authority (“LACDA”) serves as the community development agency for the County and therefore any references to the County in this RFP shall also include LACDA acting as its agent.

The Parties' vision for the Project Site is a mixed-use project comprised of affordable and market rate housing, municipal office space, community-serving commercial and retail space, upgrades to existing municipal facilities and open spaces, and supporting parking (the “Proposed Project”). Situated along the Santa Monica Boulevard transit corridor and within a half-mile of quality public transportation, realization of the proposed Project will also promote transit-oriented development in the area.

The County’s primary reason for pursuing acquisition and repositioning of the Courthouse Site property stems from the County’s long-standing goals of eliminating blight and obstacles to land development and a commitment to bringing more affordable housing options to residents of the County. The City has long wanted to maximize the use of its facilities and improve the functionality of the Civic Center Site. The City’s goals include: renovating, remodeling and/or rebuilding the Felicia Mahood Multipurpose Center; creating affordable senior housing; improving access to and maintaining the amount of existing open space located on the Civic Center Site; improving and possibly consolidating various City municipal service offices located at and around the Civic Center; increasing affordable housing options; and expanding community serving amenities in the area.

Through this joint pursuit of redevelopment of the Project Site, the Parties are advancing the following public policy goals and improving the quality of life for the West Los Angeles area by:

- 1) Repurposing adjacent but segregated properties that currently contain underutilized buildings and public spaces;
- 2) Offering a singular economically viable building site capable of being developed to meet current community needs; and
- 3) Providing a prime, transit-oriented location for much needed affordable housing.

The combination of the redevelopment potential at the Courthouse and Civic Center Sites into the combined Project Site is a result of these joint efforts of the Parties and represents one of the larger infill development opportunity sites available in the western part of the County.

The Parties will comply with Federal and State laws for the proposed development of the Project Sites.

As further described in Section 2.3.1, the County is seeking a developer that will develop the Courthouse Site and exercise the County's option to purchase the Courthouse Site from the JCC by February 6, 2022, at which time the purchase price must be paid to the JCC. The Parties will not be able to approve the financial terms of the Project Site unless and until the proposed Project has completed environmental review pursuant to the California Environmental Quality Act (CEQA). Consequently, it is of paramount importance to the County that the ultimate developer of the Project Site obtains all environmental clearances (and, ideally, entitlements) for the Project Site by December 8, 2021.

## 2.0 THE OPPORTUNITY

### 2.1 Objectives and Goals

The Project Site is ideally situated to build upon the significant local and regional investments undertaken by the Parties. It presents a unique opportunity to develop a large, underutilized site with an innovative mix of uses that complement the vibrant, densely populated, and active surrounding community. Any new development will command exceptional visibility from multiple vantage points along Santa Monica Boulevard, a major east-west arterial lane in West Los Angeles.

Proximity to major transportation corridors as well as current and future planned Los Angeles County Metropolitan Transportation Authority (Metro) transit stations places the Project Site in a prime location with a strong potential for shaping the built environment and the urban form throughout the area in a manner that enriches the surrounding community.

Building on the existing community assets and prime location, the Parties seek a project that enhances the current vibrancy of the neighborhood as well as the existing mix of cultural and entertainment assets of the area, and that activates and supports a mix of high-quality and architecturally compelling institutional, residential, commercial and community-serving uses, all while building the local tax base with sustainable job creation.

Examples of potential uses include, but are not limited to, the following and any development proposals are highly encouraged to include a combination of uses:

- Mix of affordable and market rate housing, as further described in Section 3.2.
- Renovated, remodeled, and/or newly built municipal space for City uses, as further described in Section 3.3 below.
- Ground floor commercial spaces, including, but not limited to, retail shops, restaurants, and neighborhood-serving uses.
- Art and cultural production space, including, but not limited to, artist studios, live-work space, recording studios, music education, and other production-related program activities.
- Other private for-profit and/or non-profit uses, such as general office, education/training, performance and assembly space.

### 2.2 Project Site

As depicted and detailed on the site map and parcel list included as **Appendix A**, the Project Site is generally bounded by Santa Monica Boulevard to the north, Corinth Avenue to the east, Iowa Avenue to the south, and Butler Avenue to the west, with one parcel that comprises the Project Site being located on the western side of Butler

Avenue. Purdue Avenue has been vacated and serves as a walkway with some limited vehicle access, and there is a parallel alley that is similarly shared by cars and pedestrians.

As indicated on the site map and parcel list included as **Appendix A**, certain portions of the parcels that comprise the Project Site are expressly carved out of this opportunity and the Project Site. Specifically, the West Los Angeles Regional Branch of the Los Angeles Public Library (the “Library”), the Library parking lot, and portions of the Library’s open space area (collectively, the “Library Parcel”). The Library and adjacent open space are not included in the Project Site. The City is expecting to process a subdivision of this parcel as part of the entitlements process, which is further detailed in Section 3.4 below.

In addition, with respect to the two parcels comprising the Civic Center Site that are currently devoted to Los Angeles Police Department (LAPD) functions (APN 4261-012-903 and APN 4261-011-912), Proposers have the option to include these parcels as part of their proposed project. If Proposers do want to include one or both of these parcels as part of their proposed project, the new replacement LAPD facilities must comply with the requirements of Section 3.3.2 below, at no cost to the City or the County.

The portion of Purdue Avenue that enters the site on the north side, from Santa Monica, and the alley that runs parallel to Purdue between Santa Monica Blvd and Iowa Avenue are not expressly included in this RFP. However, proposers may propose to include these land areas in their proposal and should reference how they will obtain site control and entitle each portion in their response.

All of the parcels that make up the Project Site are currently zoned PF (Public Facilities).

It is expressly noted that there are three parcels located at the corner of Santa Monica Boulevard and Butler Avenue that are privately owned and do not constitute part of the Project Site. Two parcels (APNs 4261-011-023 and 4261-011-021) contain the Village Studios, a renowned and active music recording studio. The remaining parcel (APN: 4261-011-024) serves as a United States Post Office facility. There have been no formal discussions with the owners of these properties regarding their interest in participating in a larger development opportunity.

## **2.3 Site Control**

### **2.3.1 Courthouse Site – County Option to Purchase Site**

The State of California Judicial Council (the JCC) is currently the fee owner of the Courthouse Site.

The County and the JCC have entered into a Lease with Option to Purchase agreement (the “Option Agreement”) for the Courthouse Site, which Option Agreement was approved by the Board of Supervisors on November 5, 2019. If the County exercises its option right under the Option Agreement, the pre-negotiated purchase price for the

Courthouse Site is \$35,780,000, which amount was based on a fair market value appraisal dated January 18, 2019. The Option Agreement has a 24-month term and is set to expire on February 6, 2022. During the Option Agreement term, the County makes lease payments to the JCC, which ultimately will be credited against the purchase price if the County exercises the option to purchase the Courthouse Site, with only the remaining balance of the purchase price being due at purchase closing. If the County exercises its purchase option right and closes on the purchase on or near the last day of the Option Agreement term, the remaining balance of the purchase price will be \$32,202,000.

The County must provide notice to JCC by December 8, 2021, to exercise its option to purchase the Courthouse Site. The County seeks proposals from interested developers to provide the then anticipated outstanding balance of the purchase price of the Courthouse Site in the amount of \$32,202,000 as part of its proposal for development of the proposed Project. The County will not approve the financial terms of a transaction unless and until the proposed Project has completed environmental review pursuant to the California Environmental Quality Act (CEQA). Given the foregoing context, the County is seeking a project that can demonstrate an aggressive timeline for environmental review, ideally with the Project Site having completed and received its environmental clearances by December 8, 2021 and, subsequently, payment of the \$32,202,000 purchase price balance.

### **2.3.2 Civic Center Site - City Owned Parcels**

All of the parcels that make up the Civic Center Site are owned in fee by the City. The improvements located on the City-owned parcels that comprise the Civic Center Site include the West Los Angeles Regional Library, the Felicia Mahood Multipurpose Center, the West Los Angeles Municipal Building, the West LAPD station, an LAPD maintenance facility, open space area with a bandstand, and several parking lots.

As noted in Section 2.2, the area of the Civic Center Site on which the Library branch and supporting amenities are located is expressly carved out of this redevelopment opportunity and therefore does not comprise part of the Project Site. A subdivision of the parcel will be processed as part of the entitlements phase which will result in the Library portion of the parcel becoming its own legal parcel. This parcel will not be subject to the later-referenced ground lease.

## **2.4 Environmental Condition of Property**

A Phase I Environmental Assessment has been completed by the County for the Courthouse Site. Summary conclusions indicate no evidence of recognized environmental conditions in connection with the Courthouse Site, except for a gasoline service station that was operated on the northeast portion of the property in the 1930s.

A Phase I Environmental Assessment is underway for the City portion of the West LA Civic Center site. The City will make the Phase I available upon completion.

Note that the environmental condition of the Project Site will need to be independently assessed and determined by the ultimate selected developer.

## 2.5 Historic Context

In 2012, the City's Survey LA process identified five buildings, the pedestrian plaza and landscaping across the Project Site as contributors to a potential West Los Angeles Civic Center Historic District. The five identified buildings include:

- The Courthouse building located on the Courthouse Site
- West Los Angeles Municipal Building located on the Civic Center Site
- Felicia Mahood Multipurpose Center located on the Civic Center Site
- West Los Angeles Regional Branch Library
- The bandstand located on the Civic Center Site

The proposed Historic District was assigned the status codes 3S ("Appears eligible for National Register as an individual property through survey evaluation"), 3CS ("Appears eligible for California Register as an individual property through survey evaluation"), and 5S3 ("Appears to be individually eligible for local listing or designation through survey evaluation").

None of the five buildings nor the pedestrian plaza was identified in Survey LA as individually eligible, nor are there pending national, state or local nominations for the district.

In March 2020, the County commissioned a preliminary due diligence review of the Project site in consideration of the Survey LA findings and to support provision of direction to proposers for this RFP process. The report, prepared by Sapphos Environmental, is included in this RFP as **Appendix C**. This report is included for reference only, and is not the definitive guide on historic context of the site.

Key recommendations of this report include:

- Proposers should consider hiring (and including as part of their Development Team) a historic consultant who meets the Secretary of the Interior's *Professional Qualification Standards* for History, Architectural History, and/or Historic Architect. The same historic consultant or historic consulting group may be included in multiple Proposers' development teams.
- Proposals should look to understand how the district can be maintained while achieving the project goals of creating affordable housing, municipal office, and other uses.
- Proposers are expected to maintain and improve pedestrian connectivity to and within the Project Site and to approach proposed upgrades, renovations and/or

any potential demolition of the existing buildings and pedestrian plaza in a manner consistent with further historical analysis.

Proposers should take the foregoing into consideration as they submit their responses, with special attention given to the information requested in Section 4.5 (Project Design and Concept) and Section 4.7 (Community Outreach and Engagement Strategy).

## **2.6 Surrounding Area Context**

The Project Site is located in the Sawtelle neighborhood of the City and falls within the City's Eleventh City Council District and the County's Third Supervisorial District. Adjacent Metro transportation assets include numerous bus stops along Santa Monica Boulevard (1, 4, 704), nearby Barrington Avenue (15), Sawtelle Boulevard (17), and Sepulveda Boulevard (6, 6R, 234, 734, 788), as well as the Expo/Bundy Station on the Metro E (Exposition) Line, which is approximately 1.2 miles from the Project Site. Additionally, the Westwood/VA Hospital Station on the in-process Metro Purple Line extension will be located just under 0.7 miles from the Project Site when completed (currently anticipated to occur in 2027).

Notable locations of education and employment near the Project Site include:

- UCLA
- City of Santa Monica
- Santa Monica College
- West Los Angeles VA Medical Center
- Century City
- Culver City
- Silicon Beach

**Appendix B** provides a map of these nearby assets in relation to the Project Site.

## **2.7 Sepulveda Transit Project**

The Los Angeles County Metropolitan Transportation Authority (Metro) anticipates beginning the environmental review process for the proposed Sepulveda Transit Corridor project in Fall 2020. In its November 2019 Feasibility Report, Metro identified two potential alignments for the southern terminus of the Valley-Westside portion of the project. The westernmost alignment, with a terminus at the existing E-line Expo/Bundy station, would include a below grade station at the West LA Civic Center site. If this alignment were selected and the West LA Civic Center were included as a station location, the Project Site may be affected. The selected developer will be required, in the ENAs with the Parties, to coordinate with Metro in its environmental review process.

## 3.0 DEVELOPMENT GUIDELINES

### 3.1 General Guidance

The Parties have partnered in the redevelopment of the Project Site to realize an integrated site that respects the original concept of a Civic District, and that creates a community-centered place in West Los Angeles. To that end, the programmatic features further discussed in this Section 3 may be realized on any portion of the Project Site, regardless of the underlying ownership. Notwithstanding the foregoing, Proposers are advised to consider the historic implications and neighborhood context in the approach to use and re-use of existing buildings and open space as well as placement of new programmatic elements.

The Parties have developed the following general guidance to be referenced by Proposers as they work through the conceptual design process. Specifically, the Parties are seeking a Project that:

- **Uses:** Embodies a mixed-use, mixed-income development with affordable housing, market rate housing, adequate institutional space to house necessary municipal services, and supporting commercial, retail and/or dining components that appeal to all of the Project's residents, other tenants, visitors, and the community at large;
- **Housing:** Contains at least 300 units of housing proposed across the Project Site and dedicates (i) at least 30% of all housing units proposed across the Project Site as affordable to households earning up to 80% of the AMI and (ii) at least 10% of all housing units proposed across the Project Site as affordable to households earning between 80% and 120% of the AMI. Of those affordable housing units referenced in clause (i), at least 50 units must be designated as affordable housing for seniors.
- **Density:** Results in an appropriate and context sensitive overall density on the Project site, with a height that may rise up to seven (7) stories on the Courthouse Site (with the height on the Civic Center Site to be established through the City's entitlement process), that is gracefully integrated within the surrounding community context;
- **Historic Preservation and Enhancement:** Approaches any potential demolition or exterior alterations (to the extent included as part of a proposal) in a manner consistent with an appropriate historical analysis (e.g., in accordance with the Secretary of the Interior's *Standards for the Treatment of Historic Properties*) and locates the majority of new construction within underutilized areas such as surface parking lots, embodies architectural styles that respect the history of the Project Site without being exclusively referential, and elevates the architectural experience of the Project Site for the broader community;



- Open Space: Create a thoughtful, accessible, flexible, integrated campus connected by creatively engineered and designed people-friendly open spaces (including roof areas), pedestrian and bike-friendly pathways and landscaping. Further details on the open space requirements for the Civic Center Site are provided in Section 3.3.1.
- Neighborhood Connectivity: Connects to the community along its edges, creates inviting entrances as well as safer streets and sidewalks on the perimeters;
- Mobility: Has intuitive circulation patterns and project design features (e.g. mobility hub(s), bike share(s), etc.) that collectively promotes access through biking, walking, transit use, and other mobility modes beyond the single occupant vehicle;
- Parking: Provides adequate parking for all uses on the Project Site, which parking could include, but is not limited to, above ground and/or subterranean parking structure(s); and
- Safety: Incorporates crime prevention through environmental design to promote safety within the site and on the site perimeter.
- Sustainability: Furthers the Parties' sustainability goals, as set forth in the City's Green New Deal Sustainable City pLAn (adopted in April 2019 and available at <http://plan.lamayor.org>) and the County's OurCounty sustainability plan (adopted in August 2019 and available at <https://ourcountyla.lacounty.gov/>). Within this broader goal is a desire for a Project that achieves net zero performance, provides building electrification through solar and other renewable technologies, provides infrastructural support for the City's critical facilities backup power needs via on-site storage, and includes EV charging capabilities at an appropriate rate (in light of the Project size and use intensity) to meet the City's zero emission vehicle goals.

For the avoidance of doubt, the proposed Project (and all components and construction thereof) must meet all applicable municipal, county, state, and federal rules, regulations, and requirements, including, without limitation, all requirements of the City's Planning Department and Department of Building and Safety and the County's Department of Regional Planning and Building and Safety Division.

## **3.2 Affordable Housing Target**

### **3.2.1 Low Income Households and Permanent Supportive Housing**

**Table 1** below defines the affordable housing requirements and options, with the text of this Section 3.2 providing further explanation.

**Table 1: Affordable Housing Targets**

West LA Civic Center and Courthouse Site		
Affordable Housing Targets - Site Wide		
Type of Units	Minimum Requirements	Optional
All residential	300 units	
Lower Income: at or below 80% AMI, with a preference for units serving low and extremely low income households	30%	
Senior affordable units (at or below 80% AMI), counted as part of the overall 30% affordable goal	50 units	
Moderate Income: 80% - 120% AMI	10%	
Each additional unit at or below 80% AMI, above the 30% required		1 bonus point, up to 100 total

At least 300 residential units must be provided for on the Project Site and the Parties further require that at least 30% of all the residential units on the Project Site must be covenanted as affordable to households with incomes at or below 80% of the area median income (AMI) (the “Affordable Housing Target”), which income range encompasses Low Income, Very-Low Income, and Extremely Low-Income affordability levels. Proposers have the flexibility to consider alternatives that would result in the Affordable Housing Target being met on each of the Courthouse Site and the Civic Center Site taken individually or on the Project Site taken as a collectively whole, and these units may be targeted to a range of households types and needs; families, seniors, emancipated foster youth, veterans, etc. Covenants for affordable housing must be for a minimum of 55 years for rental housing and 45 years for ownership housing. Of the Affordable Housing Target, at least 50 of these units must be earmarked as affordable for seniors (i.e. over age 62) earning up to 80% of the AMI.

Additionally, the Parties have an objective to include Permanent Supportive Housing (“PSH”) units on the Project Site, which are units targeted to homeless or formerly homeless individuals, households, seniors, veterans, and/or transition-aged youth. Any and all PSH units will count towards meeting the Affordable Housing Target.

The Parties seek a project with the majority of the affordable units restricted within the lower income range (i.e. at or below 80% AMI), with a further desire to achieve maximum affordability at the lowest possible income levels. The Parties do not have targeted percentages for the allocation of units as between these Low, Very-Low, Extremely Low and PSH units.

Further, while the Affordable Housing Target represents the Parties’ minimum requirement, Proposers with additional affordable units will be provided with additional

points: for every one additional unit of affordable housing provided (which units must be affordable to households earning up to 80% of the AMI), a Proposer will receive one bonus point in their scoring up to a maximum potential of 100 bonus points.

There are numerous sources of subsidy for the affordability levels and targeted populations outlined above, which can contribute to the financial feasibility of maximizing affordable housing. Proposers should familiarize themselves with those public agencies that provide affordable housing subsidies and identify qualifying income levels that place their projects in a competitive position to receive such funds.

### **3.2.2 Moderate Income Households**

While maximizing the availability of Low, Very-Low, Extremely Low and PSH units are the Parties' top priority, the Parties also recognizes the lack of affordable housing for moderate income households that fall within the 80% - 120% of the AMI range. Subsidies for this income category remain elusive, making provision of these units challenging in a mixed income project. To that end, the Parties require 10% of the total units to target households at moderate income levels.

### **3.2.3 Market Rate Units**

Despite the Parties' stated goal of increasing the affordable housing supply in the area, the Parties also realize that development teams may need to target a broader mix of incomes and include market rate housing in their proposals to support the overall financial feasibility of the project (including, i.e., the ability to finance the required payment for the County's acquisition of the Courthouse Site and the ability to finance construction of the City's various required municipal structures at no cost to the Parties). Including market rate housing will add to the overall housing supply, thus helping meet local demand, and allow for additional non-residential community serving uses and benefits.

## **3.3 City's Municipal Uses – Requirements and Opportunities**

The City has specific requirements for the redevelopment of the Project Site, related to current uses and various bonds and covenants on the property, as well as optional opportunities for redevelopment of existing City facilities on the Project Site. Development financing scenarios should assume no City subsidy or future rent for meeting these requirements or goals beyond the value of the property, unless otherwise expressly stated below.

All municipal facilities (whether renovated, remodeled, or newly constructed) must be designed and constructed with the following sustainability criteria. First, facilities must be designed and constructed to comply with the City's Green New Deal Sustainable City pLAn (also referenced in Section 3.1), which document serves as a roadmap to achieving significant carbon reduction for the City of Los Angeles by setting targets for the City to reduce greenhouse gas emissions while promoting livability. In particular, the following

chapters address urban development opportunities while setting greenhouse gas reduction targets: Clean and Healthy Buildings, Housing and Development, Mobility and Public Transit, and Urban Ecosystems and Resilience. Second, they must comply with the City Council mandate relative to implementation of the Leadership in Energy and Environmental Design (LEED) Silver standard in all newly-built or renovated City facilities measuring 7,500 s.f. or larger. This mandate was adopted by the City Council on May 8, 2009 and is available under Council File No. 07-0100.

### 3.3.1 Municipal Uses – Requirements

Proposals must include and satisfy all of the following requirements.

1) Multipurpose Center: Replace the Felicia Mahood Multipurpose Center with a new Multipurpose Center built to the City’s Department of Recreation and Parks (RAP) standards at no cost to the City or the County. There are two possible paths for meeting this requirement:

a. Rehabilitate and renovate (which may include expansion of) the Felicia Mahood Multipurpose Center in its current location as a stand-alone facility. The Center must conform to the following specifications (the “Multipurpose Center Specifications”):

- i. The senior center must be a minimum of 20,000 s.f.
- ii. The 20,000 s.f. senior center must include, *inter alia*, office space for a minimum of eight (8) employees, restrooms (for male, female and gender neutral), a director’s office, a public counter and lobby area, a break room, multi-purpose rooms, activity rooms, a music room, a recreation room, a craft room, a social service office, a transportation office, club office, and a utility room. The minimum floor area requirements for these uses are as follows:

Lobby -----	324 s.f.
Public Counter -----	162 s.f.
Director’s Office -----	154 s.f.
Social Services / Nutrition Office -----	630 s.f.
Transportation Office -----	300 s.f.
Club Office -----	300 s.f.
Multi-Purpose Rm 1 with stage -----	2,390 s.f.
Multi-Purpose Rm 2 -----	2,466 s.f.
Multi-Purpose Rm 3 (indoor patio) --	2,600 s.f.
Service Room (Kitchen) -----	209 s.f.
Craft Room -----	500 s.f.
Activity Room 1 -----	480 s.f.
Activity Room 2 -----	984 s.f.
Computer Room -----	400 s.f.
Recreation Room (Pool / Exercise) --	960 s.f.
Utility Room-----	300 s.f.

Storage Room -----	300 s.f.
Restrooms -----	700 s.f.
Hallways (not included)	

- iii. The facility must meet code requirements for parking (but in no event shall less than 14 parking spaces be provided).
- iv. The facility must provide outdoor space for outdoor activities, such as a community garden or outdoor fitness.
- v. The facility must be accessible to trucks and vans for convenient delivery of prepared foods to be served to the seniors

b. Relocate the senior center to another location on the Project Site (i.e. into another existing building or into a newly constructed building on the Project Site), wherein at least 20,000 s.f. meet the Multipurpose Center Specifications listed above. The new senior center (and all supporting ancillary facilities) must be located on either the first or first and second floors. The senior center must be constructed and clearly recognizable as a completely separate, distinct facility from any other development uses (if any) within the structure, including having separate secured entries and separately metered utilities. Other uses (if any) in any shared structure should be compatible with a multipurpose center that serves seniors. Additional development uses may include affordable senior housing, municipal offices, and/or above ground or below grade parking.

If this option (b) is selected, the current location of the Center must remain park property and may only be developed for park purposes. If the park purposes proposed by the Proposer include publicly available open space, then such open space may count towards meeting the Civic Center Open Space Requirement. All actions related to the Center will require the approval of the Board of Recreation and Parks Commissioners in addition to the Mayor and City Council.

2) Municipal Building: Renovate the West Los Angeles Municipal Building or replace the functional municipal institutional space contained within the West Los Angeles Municipal Building at no cost to the Parties. Below are two possible paths for meeting this requirement:

- a. Renovate, remodel, or rebuild the existing Municipal Building for the existing tenants with the following specifications:
  - i. must contain 37,650 s.f. of usable office space;
  - ii. must have an upgraded HVAC system;
  - iii. must meet current seismic standards; and
  - iv. must include flexible meeting space.
- b. Expand the existing Municipal Building, build a new Municipal Building, or repurpose another existing building for the existing Municipal Building tenants and the additional capacity to accommodate the municipal uses currently

located at 1645 Corinth Avenue, 11600 Wilshire Boulevard, 1575 Westwood Boulevard, and 1828 Sawtelle Boulevard with the following specifications:

- i. must contain 68,000 s.f. of usable office space;
- ii. must have an upgraded HVAC system;
- iii. must meet current seismic standards'
- iv. must include flexible meeting space.

If this second option (Scenario (2b)) is selected, then for the purposes of the Proposer's pro forma, a \$45,300,000 City contribution (which constitutes the estimated revenue from the sale of the Sawtelle property and the lease savings from the Wilshire and Westwood leases) may be assumed and factored into the financial model.

The foregoing is not a commitment of City funds. It is expressly noted that the **actual** City contribution that would result under this Scenario (2b) will be dependent on market conditions. Any such funding commitment will be subject to negotiation during the Exclusive Negotiating period.

3) Open Space: The open space on the Civic Center Site must be a minimum of 46,000 s.f. of publicly accessible open space (the Civic Center Open Space Requirement). The square footage used to satisfy the Civic Center Open Space Requirement need not be contiguous and may include publicly accessible, elevated roof deck square footage (provided that such elevated roof deck square footage may not exceed 20% of the Civic Center Open Space Requirement), but must flexibly anticipate a variety of uses. At least one open space area must be appropriately sized and located for use by the Farmer's Market and (outside of Farmer's Market hours) for other community gatherings such as movie nights, concerts, community arts programming, and other similar events. While skateboarding has been a traditional use of portions of the currently-existing open space, continuing this use is not a design requirement, though proposals that consider designing the open space in a way that allows skateboarders to continue the tradition in some manner will be considered favorably. Design of the retained open space should showcase it as an asset to the community and as an amenity to the redeveloped campus.

### 3.3.2 Municipal Uses – Opportunities

Beyond the required redevelopment of City uses on the Project Site, the City offers additional opportunities to redevelop existing facilities. Proposers may submit proposals that address none, some, or all of these opportunities.

1) LAPD Parcels, Generally: As detailed in Section 2.1, there are two parcels that may optionally be included within the proposed Project: APN 4261-011-912 (which currently contains the LAPD Vehicle Maintenance Facility) and APN 4261-012-903 (which currently contains the West Los Angeles LAPD Station). If a Proposer desires to include one or both of these parcels in the proposed Project, the proposed Project must then

include replacing the existing facilities with new facilities that satisfy the requirements set forth in this Section 3.3.2, all at no cost to the Parties.

Regardless of whether one or both LAPD parcels are included in the proposed Project, the various LAPD facilities (comprised of the LAPD Maintenance Facility, the LAPD Station and, if applicable, the below-mentioned LAPD Ancillary Parking Garage) must be grouped together and located adjacent to one another.

Proposers may elect to reconstruct the Maintenance Facility in its current location(s), relocate the facilities (or portions thereof) to other areas of the Project Site, or relocate the LAPD facilities entirely to a new location within LAPD's West Los Angeles Service Area, which Service Area is depicted on **Appendix D**. In the event of a proposed relocation outside of the Project Site, the Proposer is responsible for sourcing and purchasing (at the developer's sole cost and expense) the real property to be developed with the rebuilt LAPD facilities. Following construction of a new LAPD facility or facilities and relocation of LAPD functions to new location(s), either or both of the two LAPD parcels could then be redeveloped with alternate uses in a manner otherwise consistent with the requirements and guidelines of this RFP.

2) **LAPD Vehicle Maintenance Facility:** If the LAPD Vehicle Maintenance Facility site is incorporated, the project must replace the existing LAPD Vehicle Maintenance Facility with a new maintenance facility. This facility may be housed within a parking structure. The new maintenance facility must conform to the following specifications:

- The maintenance facility must be a minimum of 10,500 s.f.
- The 10,500 square feet maintenance facility should include office space for a minimum of 6 employees, restroom/shower facilities for male and female employees, a break room and storage rooms to accommodate parts storage, tool storage, battery storage, combustible liquids storage and the like. There should also be a Bicycle Unit Storage for bikes and "War Bag" storage for officer.
- The maintenance facility must be provided with at least 30 dedicated parking spaces to accommodate employee parking and the parking of vehicles awaiting service. Two (2) of the parking stalls should be EV charger equipped. These required parking spaces are separate and apart from any parking required in connection with the LAPD Station or the LAPD Ancillary Parking Garage.
- The maintenance facility must have six (6) garage bays.
- The facility must provide for and include the following tanks: one (1) 12,000 gallon gasoline tank, one (1) 1,000 gallon fresh oil tank, and one (1) 1,000 gallon used oil tank.
- The facility must contain two (2) gas pumps.
- The maintenance facility itself must be located entirely on the ground floor. Parking spaces for the maintenance facility may be on the ground floor or on another floor, where the parking is securely separated from any other parking use.
- If the proposed new facility also includes parking for other uses (i.e. within a larger parking structure), then such other parking may be located below ground, on the same floor as the maintenance facility, and/or on upper levels, provided that all

parking for other uses is securely separated from the maintenance facility and its parking.

3) West Los Angeles LAPD Station: If the LAPD Station parcel is sought to be included in a proposed Project, the existing LAPD Station must be replaced with a new station and the following specifications must be satisfied:

- The new station facility must be a one-story stand-alone structure of 54,000 s.f., on a site of at least 120,000 s.f.
- The site must have at least two driveways for ingress and egress.
- The site must contain on-site parking to accommodate 8 visitor parking spaces and 23 secured parking spaces for LAPD vehicles.
- No further specifications are being provided at this time, but Proposers should assume a construction cost of approximately \$112 million in 2020 dollars, no portion of which will be funded by the City or County (i.e. Proposers are responsible for sourcing private or other public sources of funding).

4) LAPD Ancillary Parking Garage: If the Proposer seeks to include the LAPD Station parcel as part of its proposed Project, and resultingly construct a new replacement station, then a new parking facility (the LAPD Ancillary Parking Garage) must also be built. The LAPD Ancillary Parking Garage must have a capacity of 350 parking spaces, 20 of which are to be EV charger equipped. The new LAPD Ancillary Parking Garage may be a stand-alone structure or may be combined with the LAPD Vehicle Maintenance Facility. If combined with the new LAPD Vehicle Maintenance Facility, then the minimum parking count of the LAPD Ancillary Parking Garage are in addition to any parking spaces required to support the LAPD Maintenance Facility.

5) Ground Lease Income: Maximizing the potential ground lease income to the City is a goal but not a requirement for proposals at the Civic Center Site.

### **3.4 Entitlements and Environmental Clearance**

Due to the dual ownership structure of the Project Site, the Parties have developed preliminary guidance on the approach to environmental review through the California Environmental Quality Act (CEQA) and entitlement. This guidance is summarized in a memo included as **Appendix E** to this RFP. This approach is not required, but rather provided to help Proposers develop their own entitlements plan and to clarify the Parties' current thinking on roles and responsibilities between the two owners (i.e. the City and the County), both having regulatory land use control. The preliminary approach was reviewed and accepted by the Los Angeles Department of City Planning, County Department of Regional Planning, County Counsel and the City Attorney's office. Notwithstanding the foregoing, the approach may change and the Parties are open to alternative approaches suggested by the Proposers, particularly approaches that will streamline the CEQA timeline.



Proposers are encouraged to carefully review **Appendix E**, which provides detail on various considerations with respect to CEQA and entitlements. A basic summary is provided below:

- **CEQA:** The CEQA study and review process for both the Courthouse Site and the Civic Center Site (i.e. the entire Project Site) must be completed jointly as part of a single project. The County will be the lead agency for the CEQA clearance process.
- **Entitlements:**
  - Courthouse Site: the County plans to assert sovereign immunity over the Project Site portion that it owns. This will exempt the County's portion from most of the City of Los Angeles zoning code and planning requirements and instead apply County zoning. In earlier RFI and RFP documents, the County proposed the MXD zone, which would allow 3:1 FAR.
  - Civic Center Site: The City will help facilitate the entitlements for the parcels it owns. These parcels are zoned PF – Public Facilities. Because they are within a TOC Tier 2 zone, the parcels may take on the zoning of the least restrictive adjoining zone, which is a C2-1VL zone with FAR of 1.5:1. The City's Transit Oriented Communities (TOC) Base Incentive would allow an FAR of 3.25:1. The proposer is responsible for researching and confirming all applicable zoning regulations.

### 3.5 Financing Constraints

Both Parties desire a ground lease structure for the long-term disposition of the Courthouse Site and the Civic Center Site. It is contemplated that each of the County and the City would enter into its own exclusive negotiation agreement and ground lease agreements with the selected developer as the financial considerations underlying each ground lease differ.

#### 3.5.1 Courthouse Site

As mentioned in Section 2.3.1, the County has an Option Agreement with the JCC and will need to provide notice by December 8, 2021 to exercise its option to purchase the Courthouse Site, in which event the County will close on the purchase on or about February 6, 2022, at which point the outstanding purchase price balance of \$32,202,000 will need to be paid. The County is therefore seeking a proposal in which the developer will commit to fully fund the outstanding purchase price balance of \$32,202,000 by February 6, 2022 or as soon as reasonably possible thereafter.<sup>1</sup> The selected developer may treat the purchase price amount as a capitalized ground lease payment.

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<sup>1</sup> The County cannot approve the terms of a financial negotiation unless and until the proposed Project has been approved through the CEQA review process, thus the ultimate timing for such approval and payment depends on this process.

The purchase price for the Courthouse Site is the fair market value according the County-obtained appraisal dated January 18, 2019. The ground lease structure foresees ground lease payments be made to the County, based on the purchase price and potential future value of the Courthouse Site, depending on the selected developer's proposed development scheme, market conditions, construction prices, community benefits, and others.

At this time, there are no direct development subsidies being made available by the County with respect to the Courthouse Site, other than any public funds (which may include public funds available through City or County led programs or initiatives) that may be available for affordable housing or similar initiatives, the sourcing of which are the selected developer's responsibility.

### **3.5.2 Civic Center Site (City Owned)**

The City owns the Civic Center Site, thus there is no similar “purchase price” equivalent that pertains to the Civic Center Site. However, as covered in Section 3.3, the City has a number of other financially-related priorities, including the provision of the desired public-serving facilities and municipal office space at no cost to the City, and the generation of ground lease income to the City. Proposers should consider these priorities when assembling a financial proposal for underwriting the Project. There is no minimum ground rent payment required, but any lease income to the City will be included in the overall evaluation of the proposal.

Development financing scenarios should assume no subsidy with respect to the Civic Center Site beyond the value of the Civic Center Site property itself, except as outlined in Section 3.3 (2)(b).

### **3.6 Public Workshop**

Following the proposal submittal deadline of 9:30 a.m. on August 11, 2020, the Parties will hold a public workshop on September 10, 2020. Subject to COVID-19 related safety and public gathering directives, this workshop will be located at either the Project Site or will be held online.

The Parties will conduct a preliminary evaluation of the proposals received, and the Proposers with the highest scores (likely the top three Proposers) will be allotted 15 minutes to present their project concept, followed by 20 minutes for questions and answers. The workshop will be open to the public and facilitated by the Parties. The public workshop will be audio recorded and transcribed by the County. Proposers will be required to summarize in four pages or less how the public reacted to the proposed project and how the Proposer would, if selected, tailor their community engagement strategy and process to consider the community's feedback. Proposers shall submit their Public Workshop Summary in an unalterable electronic version via email to the Contract

Administrator listed below by September 18, 2020 at 10:00 a.m. The Public Workshop Summary will be part of the scoring of the proposals.

### **3.7 Developer Team and Prime Proposer Requirements**

Throughout this RFP, developer and/or developer teams, whether a single firm or joint venture (JV), are collectively referred to as the “Proposer.” 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. Each proposal must be submitted by a prime Proposer who serves as the developer team’s main point of contact with the Parties (the “Prime Proposer”).

Proposers should take care to ensure that the developer and/or developer teams assembled are capable of assuming all of the project roles required to entitle, environmentally clear, develop, construct, and operate the Project.

It is stressed that once a Proposer’s proposal is submitted, the composition of the team cannot be altered without the prior written consent of the Parties. Once the respective exclusive negotiation agreements are awarded and executed, the Prime Proposer may request to change the composition of their team, but the Parties must approve any change in core team. The Parties reserve the right to approve or reject changes to any developer team based on objective criteria, at their sole discretion. The Parties also maintain the right to request additional subcontractors to supplement the developer team’s development and operational needs.

### **3.8 City and County Development Requirements**

The Parties have various requirements and direction pertaining to construction wages, construction hiring and local hire, and other standard development contract requirements and provisions, some or all of which may be applicable to the Project. These requirements are described in detail in the following locations:

- County’s Local and Targeted Worker Hire Policy: See **Appendix F**
- County’s Community Business Enterprise (CBE) Program: See **Appendix G**
- HUD Section 3: See **Appendix H**
- Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) Program: See **Appendix H**
- Prevailing Wage: See **Appendix H** and **Appendix K**
- Project Labor Agreement (PLA): The selected developer may be required to enter into a PLA for this Project. To the extent the Proposed Project will require a PLA, such an agreement will be negotiated during the Exclusive Negotiating Agreement (ENA) period.
- County’s Ethics Declaration: See **Appendix I**
- City’s Disclosure Ordinances regarding Slavery and Border Wall: See **Appendix J**
- City’s Equal Benefits / First Source Hiring Ordinance: See **Appendix J**

- Other Policies (including the City's Standard Provisions for City Contracts): See **Appendix K** and **Appendix L**

Additional required forms and responses related to the foregoing that must be included in each proposal are discussed in Sections 4.8 and 4.9.

For the avoidance of doubt, and without limiting any other provision or requirement of this RFP, by responding to this RFP, each responding Proposer is affirming that it has read and understands all of the requirements and provisions described in this Section 3.8 and the various appendices referenced therein.

The Parties shall each impose their respective insurance requirements on the selected developer that will include some or all of the following coverages (noting that the following list may not be comprehensive): general liability, workers' compensation, automobile liability, professional liability (errors & omissions), contractor's pollution liability, builder's risk/property insurance--in addition to a surety (performance) bond. The selected developer must agree to provide all required insurance at limits satisfactory to each of the Parties, name the Parties 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. These insurance requirements will be communicated to the selected developer during the Exclusive Negotiating Agreement (ENA) period.

### **3.9 City and County Cost Recovery**

Each of the Parties will require in their respective ENAs and Ground Lease agreements cost recovery for staff time related to project development, review of the Parties' respective requirements, transaction expenses, and processing/review of CEQA studies. These costs may include, but are not limited to, the actual cost of (a) in-house staff time (including the Parties' overhead and administrative costs but excluding in-house costs incurred by County Counsel, City Attorneys, and LACDA project managers) and (b) third party consultation fees (including, but not limited to, consultants, engineers, architects, outside counsel, and advisors) for the performance of financial analyses, design review (including reviewing plans and specifications for the Proposed Project and engineering and other reports related to the Proposed Project), negotiations, appraisals, document preparation and other reasonable services related to the Proposed Project and the Project Agreements. The Parties shall provide reasonable documentation of Transaction Expenses to Developer upon Developer's request. Preliminary estimates of these costs include:

- County Department of Regional Planning: \$62,000
- Los Angeles Department of City Planning: \$38,000
- City of Los Angeles Bureau of Engineering: \$75,000 per year

## 4.0 SUBMITTAL REQUIREMENTS

Project proposals are due on **August 11, 2020 at 9:30 a.m.**

In order to validly submit a proposal, each Proposer shall submit (i) four originals of their business proposal and (ii) an unalterable electronic version on flash drive. All required materials shall be addressed and delivered to:

**Emily Codilla, Procurement Coordinator  
Los Angeles County Development Authority  
Community & Economic Development Division  
700 W. Main Street  
Alhambra, CA 91801**

All proposals shall be delivered in a sealed envelope or box labeled "Proposal for the West Los Angeles Civic Center and Courthouse Development Project, RFP No. LACDA 20-046, August 11, 2020."

Additional copies of the Architectural Drawings may be requested at a later date if needed for review by the Selection Panel.

Each Proposer must submit a complete proposal, with all the sections below in the sequence shown below, with all section divided by numbered tabs as shown below. The Parties reserve the right to reject any proposal that fails to submit all required components and documents or otherwise submits incomplete or partial documentation. Responses received after the scheduled deadline will be returned unopened.

The total submittal may not exceed 60 pages, provided that the following proposal components shall not be counted towards the maximum page limit: (a) the Cover Letter and Authority to Propose, (b) the Table of Contents, (c) any renderings, drawings, or site plans included as part of the Developer Team narrative (see Section 4.4.3), (d) any renderings, drawings, or site plans included as part of the Project Design and Concept narrative (see Section 4.5.2), (e) any preliminary project schedule included as part of the Project Design and Concept narrative (see Section 4.5.1), (f) reference letters from banks and investors (see Section 4.4.2), (g) financial statements and annual report (see Section 4.4.2), and (h) all Required Forms. The font size should be 11 point or larger, and the layout should be clearly legible.

A maximum page limit of 3 pages is suggested for each of the following proposal components: (a) Executive Summary and (b) References.

TAB	TITLE
1	Cover Letter and Authority to Propose <sup>†</sup>
2	Table of Contents <sup>†</sup>

3	Executive Summary**
4	Developer Team††
5	Project Design and Concept††
6	Financing Strategy
7	Community Outreach and Engagement Strategy
8	County Workforce Hiring Requirements
9	Required Forms†
10	References**
	<p>† <i>Not included in total page count</i></p> <p>†† <i>Any renderings, site plans, or drawings included are not included in total page count. For Developer Team submissions, bank and investor reference letters, financial statements, annual reports, rating reports, and other similar evidentiary support are not included in the total page count. For Project Design and Concept submissions, the preliminary project schedule is not included in the total page count.</i></p> <p>** <i>Recommended page count limit is a maximum of three pages for each of these sections</i></p>

**4.1 Cover Letter and Authority to Propose**

The cover letter must be on official company letterhead and identify the Proposer, the name of the key point of contact, the Proposer’s legal structure. The letter must be signed by the person or persons who have legal authority to bind the firm in contractual matters with the Parties 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.

**4.2 Table of Contents**

Each Proposer must include a Table of Contents listing the various sections included in the Proposal.

**4.3 Executive Summary**

The Executive Summary should set forth a brief statement of key features of the Proposal, team qualifications, and evidence of understanding of the scope and services to be provided. Proposers must describe the team’s strengths and qualifications, capacity to complete the proposed development, key experience, and expertise. The Executive Summary should include a statement about why the Proposer’s proposal would be the

best selection and why their design model would best serve the strategic goals for the proposed Project.

#### **4.4 Developer Team Qualifications**

The Proposer must provide detailed information sufficient to demonstrate to the Parties that the Proposer has the financial resources, capacity, and readiness to deliver its proposed project. The Parties are interested in the Proposer's track record in structuring public/private partnerships, relationships with financial institutions and ability to finance complicated and multi-phased projects, and the commitment to deliver projects that enhance community and create great places. The Parties are particularly interested in proposers that have a demonstrated track record of delivering complicated public/private real estate projects utilizing long-term ground lease agreements.

The Developer Team submittal section seeks information on qualifications, with responses organized to address the following areas and topics:

##### **4.4.1 General Team Qualifications**

- Provide an organizational chart of the key team members, identifying a Prime Proposer that will be responsible for all contract matters. (The Prime Proposer's authorized representative should be the same as the signor of the cover letter.)
- Describe the Proposer's experience developing facilities in the County of Los Angeles and include relevant examples.
- Describe the team's experience working successfully with public regulators, including, but not limited to, the City, County, and environmental oversight agencies.
- Describe experience in ownership and management of completed development projects that are similar to what is being proposed under this RFP. If a management firm is to be employed to manage the proposed project, submit sufficient data on its experience to enable determination of its ability to manage this development.
- Submit descriptions and illustrations of the proposed lead architect's work on development projects that have been built or are under construction. These projects should be of a similar magnitude to the proposed development for the Project Site.
- Community-Based Organizations (CBO), Small/Disadvantaged Business Enterprise (SBE/DBE), Disabled Veterans Business Enterprise (DVBE) - If the proposed project will include CBO, SBE/DBE, or DVBE participation, include a description of the CBO, SBE/DBE, or DVBE entities providing professional services as part of the Proposer team.

##### **4.4.2 Financial Capacity – Experience Financing Mixed-Use Real Estate Projects and Proposer Financial Status**

- 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 pursuant to Section 4.4.3).

- Finance and Investor Relationships – Describe ability to establish and maintain relationships with debt and equity providers and describe current relationships with debt and equity providers. At least three reference letters from previous lenders and/or equity providers are required, as further noted in Section 4.10. These reference letters are exempt from the page count.
- Ground Leases – Describe your experience working with ground lease structures.
- Bankruptcy Information - Provide statement indicating whether or not the Proposer, or parent company or affiliates, has ever declared bankruptcy. If so, state the date, court jurisdiction, and amount of liabilities and assets.
- Defaulted or Non-Performing Loans - Identify any loans or financial obligations of the Proposer that have been defaulted on within the last five years. Identify any existing non-performing loans including the outstanding balance and duration of delinquency for the Proposer.
- Other Relevant Information - Provide any other relevant information that will help the Parties understand the financial capabilities of the Proposer and, specifically, the sufficiency of Proposer’s financial strength to complete the Project. This may include Proposer financial statements, annual reports, rating reports, or other relevant documentation. These documents are exempt from the page count. Any confidential material shared with the Parties in response the RFP must 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, California Government Code Section 6250 et seq., except materials that are marked “Confidential.”

#### **4.4.3 Project Examples**

Provide a list and overview of three development projects that the Proposer and/or proposed team members have participated in, describing the entity’s specific role in the projects and showing the location, scope, cost, and scale of the work, with emphasis on projects that are similar in type, scale, institutional, and urban context to the current proposal. Identify the status of the project. Specifically, Proposers shall include examples of at least three completed public/private transactions, with the following details provided for each such transaction:

- Indicate the source(s) and uses of both debt and equity financing for each component of each project;
- If any of the project examples were multi-phase projects, describe how the various phases were financed beginning in the predevelopment phase through construction completion;
- If applicable for any such project(s), list the project-specific experience with public financing sources such as the Economic Development Administration, New Markets Tax Credit, Opportunity Zones, Low-Income Housing Tax Credit, U.S. Department of Housing and Urban Development financing;



- If applicable for any such project(s), describe the ground lease structure and any material details relating to the how the ground lease structure operated as the tool for long-term site control;
- Provide any other relevant information that demonstrates capacity (financial and operational) and ability to structure and finance public/private transactions, especially with regard to 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; and
- Note any projects where team members have worked together previously.

#### **4.5 Project Design and Concept**

As part of the RFP submittal requirements, Proposers must provide the following:

##### **4.5.1 Narrative Description**

- Describe the proposed development concept for the Project, including, but not limited to, the building(s)' physical envelope and other features to be included. Describe clearly which specific parcels are proposed to be included.
- Describe how the proposed facilities will complement the surrounding neighborhood and how the proposed design will help the Parties realize their vision for the Project Site.
- Describe how the Proposer will address the historic significance related to Project Site as well as your understanding of contributing and/or character-defining features, and how they will be considered.
- Describe the proposed unit mix for the residential component.
- Describe the proposed commercial tenant mix. Please include the type of uses, such as creative space, standard commercial retail, educational and/or other institutional uses, or a mix of these commercial activities.
- Describe how the proposed development concept provides for adequate space for the desired municipal uses detailed in Section 3.3.
- Describe how the proposed development incorporates sustainability initiatives and/or sustainable design features.
- Describe the entitlements strategy for the project, demonstrating an understanding of the site's opportunities and constraints and the path to meeting the CEQA timeline described in Section 2.3.1.
- Provide a preliminary project schedule that includes a preliminary development and construction schedule in tabular, Gantt, or similar format. Describe the schedule to develop, entitle, and construct the improvements, including sequence of events and timeline. Include the completed project schedule.

##### **4.5.2 Architectural Drawings**

Proposers shall provide the following drawings, all of which should be submitted as 11" x 17" documents with a graphic scale:

- Site Plan – The site plan should, in addition to reflecting the ground floor plan elements and massing, show and label setbacks and easements, streets and curbs, adjacent building footprints, and surrounding uses within 0.25 miles of the Project Site, such as bus stops, businesses, and community institutions.
- Site Sections – At least one cross section and one longitudinal site section is required, which should best show significant site characteristics, such as changes in elevation, and the approximate location of adjacent site structures within 20 feet of the property line.
- Ground Floor Plan – The ground floor plan showing all grade level uses including the location of pedestrian and vehicular entrances, parking, stairs, elevators, retail uses, community spaces, trash enclosures, and landscaping.
- Upper Floor Plans - Floor plans should be provided for all the upper floors showing housing unit layouts, stairs, elevators, laundry, and/or other common spaces as applicable.
- Roof Plan – A roof plan should be included only if it includes special features, such as a roof terrace, garden, or other special feature.
- Parking Plan (above ground and/or subterranean) – The parking plan should show the vehicular access to that level, parking layout, stairs, elevators, trash enclosures, and any other major elements. Note that the plan should address **all** parking needs of the proposed project.
- Building Sections – Building sections should show, at minimum, one cross section and one longitudinal section showing typical floor-to-floor heights and overall building height dimensions. Sections should show any unique features such as courtyards.
- Elevations - Colored elevations.
- Rendering - At least one (1) colored rendering from a pedestrian’s point street level vantage point looking at the Project Site should be provided.

All Americans with Disabilities Act (ADA) requirements should be included.

#### **4.5.3 Affordable Housing Program**

Please provide a simple description of the site-wide affordable housing program, which includes the number of units, type of development (i.e, family, senior, PSH, etc), and the targeted income levels for each unit and/or development. This information may be provided in tabular format with minimal text. Be sure to make clear the overall percent of affordable residential units, as compared to the overall unit count proposed for the Project Site.

#### **4.6 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 Parties a sense of the project being proposed and the financial assumptions being made. The Parties understand that proposing teams are likely to consider a financing strategy across the entire Project Site.

However, Proposers will need to present a financing strategy that clearly delineates for the Parties (1) how the project will pay for the Courthouse Site acquisition price; (2) how the project will pay for the City requirements set forth in Section 3.3; and (3) any and all additional revenue streams offered to each of the Parties, including any lease income to the City. As the financing strategy is developed, key drivers include:

- County Financing Strategy: The County desires a ground lease structure and is seeking that the ultimate developer commit to making a lump-sum payment equal to \$32,202,000 on or close to the date on which the County closes on its purchase of the Courthouse Site. Outside of any publicly available affordable housing funds that the Proposer may plan to source and secure, there is no expectation that the County will provide further capital for the acquisition and/or development of the Project Site. Therefore, it is incumbent upon the Proposer to adequately explain its financing plan to both (a) acquire the Courthouse Site (which requires payment to the County of the \$32,202,000 purchase price balance) and (b) fund the development and construction of the Proposed Project.
- City Financing Strategy: The City will evaluate Proposers' financing strategies with an eye to ensuring the strategies achieve the City's requirements as outlined in Section 3.3. The City desires a ground lease structure. There is no minimum ground rent payment required, but lease income will be included in the overall evaluation of the proposal.

Proposers must provide the following as part of their proposal:

- Detailed Project Budget - Provide a development 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, developer 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.
- Pre-Development Budget - As a subset of the total proposed 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.).
- Pretax Project Pro Forma - Provide a 15-year operating pro forma and projected return on investment for each project phase. The pro formas 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 grocery or anchor tenants, in-line tenants, and whether major chain tenants are anticipated. Include any financial assumptions or conditions affecting the financial feasibility of the proposed project.

- Capital Structure and Project Sponsorship - Indicate the anticipated sources of proposed project funding, both in 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.
- Financial Offer to the Parties – For each ground lease, provide the proposed ground lease term, structure, and payment schedule being proposed.
- Contingencies – Include any financial contingencies the Proposer is imposing on the proposal being offered to the Parties.

#### **4.7 Community Engagement Strategy and Proposer Presentations**

##### **4.7.1 Community Engagement Strategy**

Community outreach and engagement is of paramount importance to the successful development of the Project. Therefore, the Proposer must:

- Describe the team's experience in managing development projects with significant stakeholder outreach and community input.
- Describes the team's experience in developing collaborative relationships, including community-based organizations, local community stakeholders, the historic preservationist community and other strategic partners, to meet the Parties' vision and community needs and interests.
- 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, and into construction. Be sure to address how the engagement strategy considers unique/new methods of engagement given the potential requirement for some social distancing to continue in the future.

##### **4.7.2 Public Workshop/Proposer Response**

As described in Section 3.6, the Parties will review the proposals received and invite the top-ranked Proposer teams to present at a public workshop, to be held on September 10, 2020. Presenting proposers will be required to summarize in four (4) pages or less how the public reacted to the proposed project. Proposals shall submit their public workshop summary in an unalterable electronic version via email to the Contract Administrator listed below by September 18, 2020 at 10:00 a.m. For the avoidance of doubt, this requirement will only apply to Proposers who present at the public workshop and is therefore not a submittal requirement for proposals submitted on the Submittal Date.

#### **4.8 County Workforce Hiring Requirements**

As noted in Section 3.8 and the various Appendices referenced therein, depending on the funding source(s) that will be used for this Proposed Project, Proposers may need to comply with the County's Local and Targeted Worker Hire Policy, the County's Community Business Enterprise (CBE) Program Policy, HUD Section 3 provisions, GAIN/GROW requirements, and/or a Project Labor Agreement.

The Proposer must submit a response that: (1) acknowledges each requirement, (2) commits to adhering to each requirement, to the maximum extent applicable over the course of the project, and (3) provides examples of experience with these, or similar/related programs, on other projects. This submittal requirement will be evaluated on a pass/fail basis as part of the evaluation criteria. Please refer to **Appendices F, G, and H** for more information on each program.

#### **4.9 Required Forms**

Proposers must complete, sign and date all of the following required forms:

- County's Ethics Declaration, which is included as **Appendix I**;
- City's Disclosure Ordinances Affidavit and First Source Hiring/Equal Benefits Ordinance Affidavit, samples of which are included as **Appendix J**. The following additional instructions apply with respect to completion of these Required Forms:
  - These forms must be filled out electronically on the Los Angeles Business Assistance Virtual Network (<https://www.labavn.org/>).
  - To complete these forms, each Proposer must have a profile on the Los Angeles Business Assistance Virtual Network. Proposers without an existing profile must create one at the Los Angeles Business Assistance Virtual Network at <https://www.labavn.org>. Once established, the profile will allow the Proposer to complete the required forms.
  - Through the County's Procurement Coordinator, City staff will be made available to assist proposers with system access if necessary.
- The following City Bidder Compliance Forms, which are included as **Appendix K**:
  - Proposer Workforce Information
  - Statement of Non-Collusion
  - Contractor Responsibility Ordinance Questionnaire
  - Municipal Lobbying Ordinance CEC Form 50
  - Bidder Contributions CEC Form 55
  - Certificate of Compliance with Child Support Obligations
  - California Iran Contracting Act Compliance Affidavit
  - Living Wage Ordinance (only the included "LWO Exemption Application")

The City's Standard Provisions for City Contracts is provided for reference only and is included as **Appendix L**. By responding to this RFP, each responding Proposer affirms that it has read and understands these provisions and agrees to comply with the City's Standard Provisions for City Contracts.

#### **4.10 References**

Proposers must list five references—either stakeholders or agencies—for similar projects started or completed during the past three years. For each reference, the following details must be provided:

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

In addition, as noted in Section 4.4.2, proposers must provide at least three references from previous lenders and/or equity providers.

## 5.0 PROPOSAL EVALUATION

Proposals received in response to this RFP will be reviewed and scored for their relative strengths and weaknesses based on the responses to the submittal requirements and statement of work. The following criteria are representative of the evaluation each element of the proposal will undergo and are weighted according to the Parties' priorities.

### 5.1 Threshold Requirements

- Proposals must be complete and responsive to all items identified in this RFP.
- The Prime Proposer must be a legal entity.
- The Prime Proposer must be a developer with relevant experience and capacity to deliver the Project.
- The proposed Project must include at least 300 residential units, with at least 30% of those units covenanted at or below 80% of the AMI and 10% covenanted between 80% - 120% of the AMI.

A written submittal to this RFP will be the primary basis on which the Parties will consider their award for their respective ENAs. Therefore, Proposers should be thorough, detailed, and as concise as possible when responding to each proposal item and in assembling a proposal. In the written proposal, Proposers must include responses to all proposal items requested and Proposer's concept must be aligned with the proposed development. Proposers will not be able to add to or modify their proposals after the proposal due date. The Parties may deem a Proposer nonresponsive if the Proposer fails to provide all required documents and copies.

In submitting the proposal, the Proposer agrees the proposal will remain valid for 180 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement. Proposals accepted by the Parties in writing constitute a legally binding contract offer.

## 5.2 Evaluation Criteria

<b>EVALUATION CRITERIA (in weighted order)</b>	<b>MAXIMUM POINTS</b>
Development Team Experience and Financial Capability	300
Financing Strategy	250
Vision, Scope, and Design Concept	250
Community Outreach and Engagement Strategy	200
City and County Requirements	Pass/Fail
Additional points for each additional unit of affordable (which units are affordable to households at or below 80% of the AMI) in excess of the 30% minimum threshold (one additional point per unit for up to 100 units)	100
Additional points for Public Workshop Summary (for short-listed Proposers only)	100

### 5.2.1 Development Team Experience and Financial Capability (30%)

- The development team includes an experienced development entity, financial partners, and such disciplines as a licensed architect.
- The development team has experience managing 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.
- The development team demonstrates strong relationships with financial institutions and there are no reported bankruptcies that may negatively affect the project.
- The Proposer includes key members demonstrating strong expertise and capacity in both development and operation of similar projects.
- The Proposer has experience working successfully with local and state regulators.
- Prior construction experience or other relevant experience to effectuate the proposed plan.

### 5.2.2 Financing Strategy (25%)

- The Proposer has clearly identified a reasonable financing structure for the acquisition of the West LA Courthouse Site and the overall Project Site that allows the Parties to ground lease the Project Site back to the Proposer.
- The proposed plan evidences the Proposer's ability to fund pre-construction activities immediately upon award.



- The Proposer clearly demonstrates ability to provide or obtain its proposed financing for the Proposed Project.
- The reasonableness of the proposed Project Budget (assumptions of construction costs).
- The reasonableness and feasibility of the Pretax Project Pro Forma.
- Clarity of proposed financial structure and relative strength of proposed partners and/or lending institutions identified to provide such funding or other support.
- Experience and success in prior securing the proposed financing sources.
- The 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, both in the construction and permanent financing phase.
- Financial proposal maximizes ground lease revenue to the City.
- Financial proposal provides an appropriate overall revenue stream to the City and/or County when viewed in light of the overall development mix, community benefits and revenue projected over the term of the ground leases.

### **5.2.3 Vision, Scope, and Design (25%)**

- The proposal provides architectural plans for the proposed project, showing and labeling setbacks, easements, and key features of the design concept including a demonstrated understanding of ADA requirements.
- The proposed design complements the surrounding community.
- The proposed design effectively supports the Proposer's proposed commercial tenant mix.
- The proposed design meets the Parties' requirements and otherwise adheres to the design guidance established in Section 3.1.
- The proposed design provides affordable housing aligned with the goals established in Section 3.2.
- The proposed design meets the Parties' requirements and achieves some or all of the City's goals established in Section 3.3.
- 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.
- The proposed vision and design details the Proposer's understanding of the historic significance in relation to the Project Site (including any potentially contribution and/or character-defining features) and how these elements will be considered and addressed going forward.
- The proposed development includes affordable housing at or above the 30% threshold requirement for Low Income (i.e. up to 80% of the AMI) and the 10% requirement for Moderate Income (i.e. between 80-120% of the AMI).

For every one additional unit of affordable housing provided (which units must be affordable to households earning up to 80% of the AMI), a Proposer will receive one bonus point in their scoring up to a maximum potential of 100 bonus points.

### 5.2.4 Community Outreach and Engagement Strategy (20%)

- The Proposer has submitted a draft community outreach plan that is comprehensive and covers all phases of the development process.
- The Proposer has demonstrated a history of working with the community which it serves and aligning its outreach, activities, and operations with community needs and expectations.
- Quality of the plan to engage community members.

For those Proposers invited to present at the public workshop, the four-page summary will become part of the overall score, with a maximum of one hundred (100) additional points.

### 5.2.5 County and City Requirements (Pass/Fail)

The Proposer has:

- Acknowledged and committed to adhere to, to the maximum extent applicable over the course of the Project, all County and City requirements described in Section 3.8 and **Appendices F, G, H, I, J, K, L and M.**
- Provided examples of past experience implementing prevailing wage, local hire, employment of CBEs, GAIN/GROW, HUD Section 3, and Project Labor Agreements.
- Completed and submitted all of the Required Forms included in, or for which examples were provided in, **Appendices I, J and K.**

## 6.0 PROCUREMENT PROCESS OVERVIEW AND TIMELINE

The RFP timeline is set forth in Section 6.1 below **but all dates may be subject to change**. Details regarding the RFP process are provided in Sections 6.2 through 6.14 below. Any changes to the timeline and/or process will be noted in writing and posted accordingly.

The Parties' expectation is that the selected Proposer would apply for LACDA Notice of Funding Availability (NOFA) funds and other publicly available funds for the Proposed Project.

### 6.1 Critical Dates

Release of RFP .....	May 15, 2020
RSVP Deadline for Pre-Proposal Meeting.....	May 27, 2020 at 4:00 p.m.
Pre-Proposal Meeting.....	June 2, 2020 at 2:00 p.m.
RSVP Deadline for Site Visits .....	June 9, 2020 at 4:00 p.m.
Site Visits .....	June 16 and June 30, 2020
Written Questions Due .....	July 3, 2020 at 5:00 p.m.
Questions and Answers Released .....	July 15, 2020
Proposals Due by .....	August 11, 2020 at 9:30 a.m.
Public Workshop .....	September 10, 2020
Public Workshop Summaries Due by (if applicable)....	September 18, 2020 at 10:00 a.m.
Oral Interviews (optional) .....	September 23, 2020
Evaluation Committee Selects a Proposer .....	October 1, 2020
ENA Negotiations.....	Until October 22, 2020
County Board and City Council Approval of ENA.....	November 17, 2020

As noted above, all of these "Critical Dates" represent the Parties' currently anticipated timeline; however, **all dates are subject to change in the Parties' respective sole and absolute discretion**.

### 6.2 RFP Pre-Proposal Meeting and Inquiries

Before submitting a proposal in response to this RFP, all Proposers are strongly encouraged to attend a Pre-Proposal Meeting on **June 2, 2020 at 2:00 p.m.** Given the current restrictions on gathering sizes due to the COVID-19 pandemic, it is anticipated that the Pre-Proposal Meeting will be held virtually through an online virtual meeting platform. To ensure that all interested Proposers are included in the virtual Pre-Proposal Meeting, each Proposer who desires to attend the Pre-Proposal Meeting must RSVP by sending the name of their firm, attendee names, and attendee email addresses to [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org) by **4:00 p.m. on May 27, 2020**. The County's Procurement Coordinator will use the Proposer-provided emails to send the virtual meeting link for the Pre-Proposal Meeting as well as any email updates regarding any changes to, or additional details regarding, the Pre-Proposal Meeting.

Questions and inquiries requesting interpretation or clarification regarding this RFP may be submitted through email to [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org) through and until **5:00 p.m. on July 3, 2020**. All such emails should state “West LA Civic Center and Courthouse Development 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 this RFP. Neither of the Parties shall be bound by, and the Proposers shall not rely on for any purpose, any oral interpretation or oral clarification of the solicitation documents. The Parties’ responses to questions and inquiries will be released on the County’s procurement system portal by **July 15, 2020**. The Parties reserve the right to modify questions and group similar questions to help improve clarity. The County may release responses to questions received prior to the final release date, but no responses will be posted after that date.

All communication in connection with this RFP must be submitted in writing via e-mail to Emily Codilla on behalf of the LACDA at [emily.codilla@lacda.org](mailto:emily.codilla@lacda.org).

### **6.3 Proposal Submission**

The response to this RFP shall be made according to the requirements set forth in Section 4.0, both for content and for sequence. Noncompliance with these requirements or misrepresentations may be cause for rejection of the proposal.

### **6.4 Proposal Evaluation**

An Evaluation Committee will review proposal packages received based upon the criteria defined in Section 5.0 of this RFP.

The Parties reserve the right to communicate with Proposers to seek clarification and understand further details of their proposals.

The Parties, at their sole discretion, may create a short-list of the top-ranked Proposers to participate in a public workshop, as described in Sections 3.6 and 4.7.2. The Parties, at their sole discretion, may conduct interviews with the highest-scoring Proposers. At an interview, Proposers would have the opportunity to answer questions from the Evaluation Committee, as well as community stakeholders.

The Parties, at their sole discretion, may schedule working meetings with the highest-scoring Proposers. At a working meeting, Proposers would meet with the Evaluation Committee to discuss their proposal package. The Proposer would have an opportunity to present its initial concepts and would receive input on perceived strengths and weaknesses of its proposal.

The Parties reserve 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 Parties for consideration, each Proposer is responsible for checking the associated vendor websites to ensure that it has received all applicable amendments. The websites can be found at the following links.

<https://camisvr.co.la.ca.us/webven>  
<https://www.lacda.org/for-vendors>

Proposers are cautioned to limit exceptions, conditions, qualifications, and limitations to the provisions of this RFP as they may be determined by the Parties to cause the Proposal to be deemed nonresponsive. The Parties may determine in their sole 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 Parties' 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 ENAs. 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 City Council and County's Board of Supervisors.

## **6.5 Selection of a Developer**

Based on the Evaluation Committee's review of the proposals, the Parties, by and through the LACDA's Executive Director and the City's City Administrative Officer, will recommend the highest-rated Proposer to the County Board of Supervisors and Los Angeles City Council for selection as the developer. Notwithstanding a recommendation of a department, agency, individual, or other, the Board of Supervisors and City Council retain the right to reject any and all proposals, to individually select one or more Proposers for further negotiations (including, for example, a situation in which County selects one proposal and the City selects another), to exercise their judgment concerning the selection of a developer and the terms of any resultant agreement, and to determine which developer best serves the interests of the Parties. The Board of Supervisors and City Council are the ultimate decision-making bodies and make the final determinations necessary to arrive at a decision to select a developer.

## 6.6 Exclusive Negotiation Agreement

The Parties expect to recommend to the County Board of Supervisors and Los Angeles City Council a selected developer who will then enter into two separate ENAs with the County and City. Before the selected Proposer is recommended to each legislative body, the selected Proposer will be required to sign a separate Exclusive Negotiating Agreement (ENA) with each of the County (the "County ENA") and the City (the "City ENA"). If the County Board approves the selection of the recommended Proposer and authorizes execution of the County ENA, the County will then execute the County ENA with the selected Proposer. If the City's City Council approves the selection of the recommended Proposer and authorizes execution of the City ENA, the City will then execute the City ENA.

The ENAs will provide for an exclusive negotiation period during which final deal terms will be negotiated and documented in a lease agreement and associated agreements. The Parties anticipate releasing their respective forms of ENA to Proposers via an addendum(a) to this RFP prior to the Submittal Deadline.

Upon execution of the ENAs by the selected Proposer and the respective Party, the selected Proposer will be required to pay a predevelopment costs deposit to each of LACDA (as agent for and on behalf of the County) and the City. Each deposit shall be one percent (1%) of the total development cost of the Proposed Project up to a maximum amount of \$100,000 to each of the County and \$100,000 to the City (each, an "ENA Deposit"). Each of the Parties will be able to draw upon and apply its ENA Deposit for repayment of costs incurred by the County and the City, 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 ENAs or otherwise necessary to finalize the development agreement, development and disposition agreement, and/or the ground lease structure. An estimated budget for these costs is provided in Section 3.9. During the term of the ENA, whenever the balance of either ENA Deposit balance is depleted by fifty percent (50%), the selected developer shall promptly replenish the ENA Deposit(s) to the initial amount. Additional details regarding the ENA Deposit will be set forth in the forms of the ENA of each respective Party.

As part of the ENAs, the selected 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 sole discretion of the respective Party. If timely progress is not achieved during the exclusive negotiation period, the Parties may choose not to extend and may subsequently enter into an exclusive negotiation with the next highest-rated Proposer. In considering an extension, the Parties shall determine whether substantial progress has been made towards fulfillment of the requirements of the ENA and may require payment of additional deposits.

Should the Parties negotiate satisfactory terms of the proposed Project during the ENA period including, but not limited to, a project description, development concept, the Parties' 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 Parties and selected developer will formalize deal terms through a lease agreement and associated agreements to guide the development of the site (discussed in more detail in Section 6.8 below). Prior to staff recommending to the legislative bodies approval of the negotiated terms, the Proposed Project must complete the CEQA review process and secure approval from the lead regulatory agency (as discussed in more detail in Section 6.7 below).

### **6.7 Environmental Clearance, Entitlements and Related Activities**

As previously mentioned, the City Council and the County Board of Supervisors can only vote on, approve, and adopt the financial terms of the final development and the final form of ground lease after all appropriate environmental clearances have been completed.

The Proposer shall be responsible for all activities and costs related to compliance with CEQA including the preparation of any required environmental reports (i.e., an Environmental Impact Report, Mitigated Negative Declaration, etc.) entitlements, permits and all associated work and costs relating to the implementation of the Proposer's Proposed Project.

Further guidance on the CEQA and Entitlement process is set forth in Section 3.4 and see **Appendix E**.

### **6.8 Ground Leases**

During the term of the ENA, each respective Party and the Proposer will negotiate the terms of the respective long-term ground lease. The Proposer will be expected to enter into a separate ground lease with each of the Parties. The ground leases shall describe the rights and responsibilities of selected developer and the respective Party with respect to each Project Site. The Parties' interests under the respective Party's ground lease will not be subordinated to any interest the developer or its lenders or investors will have in the Project Site. The base term of the respective Party's ground lease is negotiated on a case by case basis, and the Proposer must propose, *inter alia*, a ground lease term as part of the RFP submittal (as referenced in Section 4.6). Generally these terms are presented to the legislative bodies (i.e. City Council and the County Board of Supervisors) concurrently with CEQA recommendations, such that the ground lease 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.

## 6.9 Closing

As described in Section 2.3, the selected developer will be expected to pay to the County an amount equal to the outstanding purchase price balance the Courthouse Site for \$32,202,000. As such, the County desires a ground lease structure with a capitalized ground rent payment (or similar financing mechanism) equal to at least \$32,202,000, to be paid by the recommended Proposer to the County on or close to the date on which the County closes on its purchase of the Courthouse Site.

## 6.10 General Process Guidelines

The Parties each reserve 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 Parties. There is no guarantee that a ground lease or other agreement will be consummated, or that anything will be developed.

The Parties reserve all rights with regard to 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 Parties 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 submittals are actually received.

All materials submitted during any part of the selection process become the exclusive property of the Parties. Submissions in response to this RFP become a matter of public record. The Parties 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 Parties cannot guarantee that it will be able to enforce such confidentiality.

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 PRA. For avoidance of doubt, notwithstanding any directions received from Proposer, the Parties, solely in compliance with the PRA, may disclose that information to which the Parties have a reasonable, good faith belief that no applicable exemption under the PRA applies. If any requests for disclosure are made pursuant to the PRA or comparable applicable laws requesting disclosure of the portions of a submittal marked as "CONFIDENTIAL" then prior to releasing any documents, the Parties shall: a) notify Proposer within 10 days of receiving such request, and b) provide Proposer with



reasonable information so that Proposer can determine whether or not to seek any protective orders, petitions and the like to protect Proposer's confidential information, or the confidentiality of all or part of this agreement and documents submitted under this agreement. If Proposer fails to take any of the steps listed in ii) above, within the time provided, the Parties may disclose the requested records pursuant to the PRA. Proposer hereby waives any and all claims against the Parties arising from or relating to a disclosure of documents by the Parties which the Parties exercise in their discretion pursuant to this section. Nothing herein prevents Proposer from filing an action in equity to enjoin the disclosure of any documents, records, or information. The Proposer shall not be entitled to an award of damages or attorneys' fees in connection with any such action.

### **6.11 Process Integrity Guidelines**

It shall be the policy of the Parties to adhere to the Process Integrity Guidelines, outlined below, during its selection of a Developer 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 and City Council meetings at which the County Board of Supervisors and City Council award 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 City and County staff, elected or appointed officials, or proposal reviewers.
- All communication related to the RFP with the Parties must be directed to the County's contact(s) identified in the RFP. Contacting any other City or County staff member, elected or appointed officials, or proposal reviewers may result in disqualification of the Proposer.
- Notwithstanding the restrictions on communications set forth above, nothing in this section is intended to restrict or prohibit proposers from communicating with City and County staff and officials during an open and public County Board of Supervisors or City Council 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.

- 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.

### **6.12 The Parties' Rights**

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

The Parties reserve 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 subsequent RFP;
- Amend the RFP before and after receipt of Proposals;
- Exercise their sole 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 evaluation committees to review Proposals;
- Seek the assistance of outside technical experts to review 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 Proposer key team member;
- Exercise their discretion in evaluating Proposals according to the Evaluation Criteria to determine the Proposal most advantageous to the Parties;
- Negotiate with any, all or none of the Proposers;
- Individually select one or more Proposer(s) for further negotiations (including, for example, a situation in which County selects one proposal and the City selects another);
- 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.

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

The Parties 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 PRA as mentioned in Section 6.10 (General Process Guidelines).

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 to the Parties and 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 the Parties 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 the Parties, the Proposer shall, at its own expense, defend or settle any such suit or proceeding if authorized to do so in writing by the Parties, and indemnify and hold harmless the Parties and their respective subsidiaries, agents, and employees from all liability, damages, costs, and expenses associated therewith, including, but not limited to, defense costs and attorneys' fees.

### **6.14 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 an 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:

#### **6.14.1 Opportunity to Create Contracting Opportunities**

The Proposer's prior work product, whether it is performed on behalf of the Parties or another public or private entity, afforded an opportunity for the Proposer to make or influence the RFP with the intent of proposing on or participating on a development at the Project Site.

### **6.14.2 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 Parties or another public or private entity.

### **6.14.3 Access to Information**

The Proposer received confidential or other information as part of the work performed for the Parties 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.

### **6.14.4 Inappropriate Communication with the Parties**

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 City or County other than the County Procurement Coordinator may be considered to have gained an unfair competitive advantage. Any person, firm, corporation, joint venture, or partnership, or subcontractor determined to have an inappropriate communication with the Parties are subject to disqualification.

## **6.15 Filing of Protests**

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

A Protest of Agreement Award may, in the Parties' 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 by a non-selected Proposer within five (5) calendar days after the date of the letter notifying such non-selected Proposer that they were not selected;
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 Parties materially failed to follow procedures specified in the 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 Parties made identifiable mathematical or other errors 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 Parties' 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 Parties shall issue a written Notice of Protest Determination to the Proposer within seven (7) calendar days following receipt of the Protest of Agreement Award. The Notice of Protest Determination shall be final.

#### **6.16 Evaluation Process**

Proposals will be evaluated based on their support of the development objectives for the Project Site and responsiveness to the requirements of this RFP. The Evaluation Committee will evaluate submittals and recommend the selection of a Proposer to the County's CEO, City's City Administrative Officer and eventually the County's Board of Supervisors and City Council.

The Parties may request additional information from Proposers in order to fairly and accurately evaluate the proposals before making a recommendation.

## 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	Site Map and Parcel List
Appendix B	Map of Locations of Interest within Project Site Vicinity
Appendix C	Memorandum re: Preliminary Due Diligence on Historic Context
Appendix D	Map of West Los Angeles Service Area
Appendix E	Memorandum re: Guidance on Coordination for CEQA and Entitlements
Appendix F	County's Local and Targeted Worker Hire Policy
Appendix G	County's Community Business Enterprises Program Policy
Appendix H	County's Additional Policies and Protocols
Appendix I	County's Ethics Declaration
Appendix J	Samples of City's Disclosure Ordinances Affidavit and First Source Hiring/Equal Benefits Ordinance Affidavit
Appendix K	City's Bidder Compliance Forms
Appendix L	City's Standard Provisions for City Contracts