



Dana Point Harbor Revitalization Request for Proposals



Pre-Qualified Proposers Only

RFP NO. 2016-03-16



REQUEST FOR PROPOSALS



ORANGE COUNTY
CEO Real Estate
333 W. Santa Ana Blvd.
Santa Ana, CA 92701

**PROPOSALS MUST BE
RECEIVED
AT OR PRIOR TO
4:00 P.M. PDST
ON
MARCH 16, 2017**

**PROPOSAL NUMBER:
2016-03-16**

INSTRUCTIONS:

1. SUBMIT **1-SIGNED** ORIGINAL, **10** COPIES AND **1** SOFT COPY IN MS WORD AND PDF ON CD, DVD OR FLASH/JUMP DRIVE OF YOUR PROPOSAL.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL PROPOSALS ARE TO BE IDENTIFIED WITH RFP #, AND RETURNED IN A SEALED ENVELOPE OR PACKAGE.
4. DECLINATION - IN THE EVENT YOU ELECT NOT TO SUBMIT A PROPOSAL, INFORM US ON THIS FORM AND RETURN BY THE DUE DATE INDICATED.
5. FOR FURTHER INFORMATION, CONTACT:
Zoila Finch
CEO Real Estate
OCRealEstate@ocgov.com

DATE: October 19, 2016

REQUEST FOR PROPOSALS (“RFP”)

The County of Orange (County) is soliciting Proposals from pre-qualified Proposers to work with the County on the Dana Point Harbor Revitalization Project (Project) by designing, permitting, funding, constructing, renovating, operating, and maintaining portions of the Harbor as described in Section I.C. Premises. Based on the evaluation of Proposals, a Primary and Alternate Proposer will be recommended to the Board of Supervisors (Board) for selection and authorization to negotiate the terms of an Option Agreement (Option) and Master Ground Lease Agreement (Lease) for the Project. The Lease is set forth in **Section II** hereto, which shall include, among other things, the County’s standard proposed terms and conditions, including insurance requirements.

This Request for Proposals is set out in the following format:

- SECTION I. Introduction and Instructions to Proposers
- SECTION II. Response Requirements

All questions and inquiries related to this RFP must be directed to: County Project Contact, Zoila Finch, CEO Real Estate, at OCRealEstate@ocgov.com by **January 17, 2017**.

Proposers are not to contact other County personnel with any questions or clarifications concerning this RFP. The County Project Contact will provide all official communication concerning this RFP. Any County response relevant to this RFP other than through County Project Contact is unauthorized and will be considered invalid.



I HAVE READ, UNDERSTOOD AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSALS, AND TO THE TERMS, CONDITIONS AND EXHIBITS REFERENCED HEREIN.

Date: _____ Company Legal Name: _____

Legally Authorized Signature

Name

Title

Legally Authorized Signature

Name

Title

RETURN THIS SIGNED COVER SHEET WITH YOUR RESPONSE



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EXHIBITS

- Exhibit 1 Project Areas in this RFP
- Exhibit 2 Operating Agreements, Operator Managed Tenant Leases and
 Direct County Tenant Leases
- Exhibit 3 Submittal Response Checklist
- Exhibit 4 Child Support Enforcement Requirements
- Exhibit 5 Proposer Profile
- Exhibit 6 Option Agreement
- Exhibit 7 Master Ground Lease Agreement



DEFINITIONS

1. “**Board**” refers to County of Orange Board of Supervisors.
2. “**Coastal Act**” refers to the California Coastal Act of 1976, as codified in Public Resources Code, Section 30000 et seq.
3. “**Contract**” refers to the date the Board approves the Option Agreement and Master Ground Lease Agreement between the County and the Board-approved Proposer.
4. “**County**” refers to the County of Orange, a political subdivision of the State of California.
5. “**Coastal Development Permit**” or “**CDP**” is a permit issued by a local government agency with jurisdictional authority or by the Coastal Commission, which is required for certain development projects pursuant to Coastal Act Section 30600.
6. “**Dana Point Revitalization Plan**” as defined in Section I. D. Stakeholders.
7. “**Development Component**” refers individually to the Commercial Core, Hotel, and Marinas, which are three distinct parts of the Project Areas.
 - A. “**Commercial Core**” as defined in Section I. C. Premises.
 - B. “**Hotel**” as defined in Section I. C. Premises.
 - C. “**Marinas**” as defined in Section I. C. Premises.
8. “**Development Plan**” refers to the specific development plan, budget and schedule for each Development Component.
9. “**Development Program**” refers to all the Development Plans plus any development activities proposed beyond the specific Development Components called for in this RFP.
10. “**Development Team**” refers to the participants engaged by the Proposer to assist in the planning, design, permitting, funding, construction, renovation, marketing, operation, management, and maintenance of the Project.
11. “**Direct County Tenant Lease**” refers to the Lease agreement between the County and a Harbor tenant that is currently managed directly by the County.
12. “**Harbor**” refers to Dana Point Harbor.
13. “**Implementing Action Program**” as defined in Section I. E. Regulatory Process and Entitlements.
14. “**Land Use Plan**” or “**LUP**” as defined in Section I. E. Regulatory Process and Entitlements.



15. “**Lease**” or “**Master Ground Lease Agreement**” refers to the lease agreement between the County and the Lessee that includes the terms and conditions for the tenancy, entitlement, financing, construction, operation, and management of the Project within the Premises.
16. “**Lessee**” refers to the Board-approved Proposer that is awarded a Lease by the County upon conclusion of this RFP process.
17. “**Local Coastal Program**” or “**LCP**” as defined in Section I. E. Regulatory Process and Entitlements.
18. “**Operating Agreement**” as defined in Section G. Project Agreements.
19. “**Operator Managed Tenant Lease**” refers to the lease agreement between the County and a Harbor tenant of the Commercial Core, West Basin Marina, or East Basin Marina currently managed through an Operating Agreement.
20. “**Option Agreement**” refers to the option agreement between the County and the Board-approved Proposer that is awarded an option by the County upon conclusion of the RFP process.
21. “**Premises**” refers to the Project Areas, as defined below.
22. “**Project Areas**” refers to all the individual areas within the Harbor that collectively make up the Premises for which the Proposer will be responsible pursuant to this RFP and under the Lease.
23. “**Project**” or “**Dana Point Revitalization Project**” refers to the leasing, planning, design, permitting, funding, construction, renovation, marketing, operation, management, and maintenance of the Premises.
24. “**Proposal(s)**” refers to the formal response to this RFP submitted to the County by a Proposer(s).
25. “**Proposer**” refers to the individual, partnership, corporation, or any other legal entity that is submitting a Proposal in response to this RFP.
 - A. “**Primary Proposer**” or “**Recommended Proposer**” refers to the individual, partnership, corporation, or any other legal entity that is recommended to the Board as the highest ranked Proposer.
 - B. “**Alternate Proposer**” refers to the individual, partnership, corporation, or any other legal entity that is recommended to the Board as the alternate to the Primary Proposer.
26. “**Public-Private Partnership**” or “**P3**” refers to an agreement structure that will be implemented by the County and the Primary or Alternate Proposer to negotiate and execute the Option and Lease to finance, design, develop, construct, operate and maintain, and manage the Project.
27. “**Request for Proposal**” or “**RFP**” refers to this RFP No. 2016-03-16, which includes the solicitation process wherein the County is seeking Proposals for a Public-Private Partnership.



28. “**Shall**” refers to a mandatory requirement.
29. “**Tidelands Grant**” refers to that certain Tidelands Grant from the State of California to the County of Orange (Chapter 321, Statutes of 1961, State of California) that transferred the Harbor to the County and which contains various conditions relative to the use of the Harbor.

Section I

Introduction and Instructions to Proposers





SECTION I: INTRODUCTION AND INSTRUCTIONS TO PROPOSERS

A. INTRODUCTION

The County of Orange (County) issues this Request for Proposals (RFP) to the pre-qualified Proposers that submitted a Statement of Qualification (SOQ) in response to, and were selected as the result of, the Request for Qualifications (RFQ), issued on March 16, 2016 for the Dana Point Harbor Revitalization Project (Project). This RFP is the second step in a two-step procurement process to enter into a Public-Private Partnership (P3) for the Project and future Harbor operations and management.

B. PROJECT VISION/GOALS/OBJECTIVES

The County has established the following goals for this RFP:

1. Select a Proposer with sufficient experience, financial resources, and personnel to enter into a P3 with the County through an Option and a 50-year Lease to successfully plan, design, permit, fund, construct, renovate, market, operate, manage, and maintain the Premises, both on the land and on the water.
2. Maximize the Harbor's prominence and desirability in the market to provide a significant financial return to the P3 based on the profitability of the Harbor, today and in the future following renovation. Anticipate that the Lease executed following this RFP will provide for sufficient profitability to Proposer, as well as, to County to provide funds for both ongoing County operations within the Harbor and growth of reserve funds for future capital renovation/improvement.
3. Create efficient, aesthetically pleasing, environmentally friendly, locally sensitive, timely, financeable and financially viable Development Programs with the Proposer for the Harbor and Project Areas.
4. Recognize importance of the Local Coastal Program through Development Programs which enhance public access opportunities; deliver quality recreational opportunities, including marine recreational amenities; update visitor serving commercial opportunities; provide water quality improvements; and, promoting coastal resource preservation while retaining the character of the local community in the Harbor.

C. PREMISES

The Premises is offered for development and under the Lease to the Proposer "as-is / where-is." Following execution of the Option, but prior to the exercise of the Option and execution of the Lease it will be the Proposer's sole responsibility to verify all existing land uses, environmental conditions, permits, entitlements, improvement and utility conditions, property encumbrances, and the feasibility of the Proposer's proposed Project, including Development Programs and to be aware of the terms of the Tidelands Grant. It is also the Proposer's sole responsibility as part of its due diligence to confirm the size, configuration, and condition(s) of the Premises, including, but not limited to, the title and environmental conditions. County makes no representations or warranties as to



the accuracy, completeness or pertinence of any and all documents referenced in the RFQ or this RFP or otherwise, and, in addition, County shall not be responsible for any conclusions Proposer may draw therefrom. Proposer solely bears the risk of reliance on the information provided by the County or any of its employees, contractors or agents.

The following Project Areas and all buildings, landscaping, hardscapes, infrastructure, and other improvements located within each Project Area comprise the Premises and will become the responsibility of the Lessee:

1. Commercial Core (Land: 29.25 acres/Water: 3.7 acres) includes:

- Rentable Space
 - Restaurant – 51,323 sq. ft.
 - Retail – 26,600 sq. ft.
 - Office – 2,000 sq. ft.
- Dry Boat Storage – 516 surface spaces
- Boat Launch Ramp – 334 spaces for vehicle with trailers

2. Hotel (3.5 Acres) includes:

- 136 Rooms
- Function/Meeting – 2,000 sq. ft.
- Fitness/Health Center – 450 sq. ft.

3. Marinas (2,409 Boat Slips, 42 Guest Boat Slips) include:

- West Basin marina
 - Land: 8.6 acres/Water: 27.5 acres
 - 982 Boat Slips
 - 42 Guest Boat Slips
- East Basin Marina
 - Land: 11.9 acres/Water: 42.2 acres
 - 1,427 Boat Slips

4. Parking

- 3,962 Parking Spaces

5. Landscaping/Common Area Amenities

- Island landscaping and public park amenities (e.g. shelters and restrooms)
- Puerto Place landscaping and public park amenities

6. Direct County Tenant Leases

- Dana Point Fuel Docks
- Dana Point Shipyard
- Dana Point Yacht Club
- Dolphin Safari
- Pacific Asian Enterprises dba Nordhavn Yachts

Refer to **Exhibit 1** for the locations of the Project Areas included in this RFP. Please Note: The square footages listed represent the existing square footages for the Project Area. Refer to **Table 17-A** of the Dana Point Harbor Revitalization Plan and District Regulations (*provided as a resource document to the RFQ*) for a summary of the land



uses, existing square footages and maximum square footages allowed in each Planning Area per the certified Dana Point Local Coastal Program (DPLCP).

D. STAKEHOLDERS

Local community involvement in the operation, maintenance and future development of the Harbor has been and continues to be a priority concern for the County. The County has worked extensively with and developed good working relationships with the Harbor's many stakeholders, which include local residents, Harbor visitors, merchants, and the City of Dana Point (City).

The Dana Point Harbor Revitalization Plan was created based on the 12 Guiding Principles (*provided as a resource document to the RFQ*) and is a consensus plan, which was developed through extensive community outreach, public hearings, agency reviews, and approvals from the Dana Point Planning Commission, Dana Point City Council, California Coastal Commission, the Orange County Planning Commission, and Orange County Board of Supervisors. It provides extensive descriptions of planned future landside and waterside improvements in the Harbor and is described in its entirety in the Dana Point Harbor Revitalization Plan and District Regulations.

The following are the roles of public agencies and stakeholders involved in the Harbor:

1. OC Parks is the County department that oversees and manages the Harbor operations, and will continue to manage the Harbor budget, public facilities, and infrastructure after Lease execution.
2. CEO Real Estate is the County department that is responsible for this RFQ/RFP, and will provide administration of the Option and Lease.
3. OC Public Works is the County department that provides a variety of infrastructure, planning, facilities operations and maintenance, project and construction management, development services, and will issue encroachment/building permits and oversee future water quality monitoring.
4. OC Sheriff Harbor Patrol/Marine Operations Bureau is the County department that provides law enforcement, marine firefighting and search/rescue services within the Harbor.
5. Project plan approvals may be required from the:
 - Board;
 - OC Planning Commission;
 - City of Dana Point;
 - Dana Point Planning Commission;
 - California Coastal Commission; and/or
 - State Lands Commission.
6. Dana Point Boater's Association is an independent non-profit corporation that advocates for the preservation, enhancement, and expansion of their vision of affordable recreational boating in the Harbor.
7. The Dana Point Harbor Association (Association) is an independent, non-profit corporation whose membership is comprised of Harbor tenants (merchants). The Association promotes, advertises and markets the Harbor and its businesses.



Continued stakeholder engagement is vital to the success of the Harbor and the Project.

E. REGULATORY PROCESS AND ENTITLEMENTS

The Harbor is located entirely within the Coastal Zone and is subject to regulation under the Coastal Act. The Coastal Act allows local governments to prepare Local Coastal Programs (LCPs) for areas located within Coastal Zones, which are required to be consistent with the Coastal Act and are approved by the California Coastal Commission (CCC). LCPs are comprised of Land Use Policies and Implementing Plans which often contain relevant portions of zoning ordinances, zoning district maps and other implementing actions, which, when taken together, meet the requirements of and implement the provisions and policies of the Coastal Act at the local level.

The Harbor is under the regulatory jurisdiction of the City (landside areas) and the regulatory jurisdiction of the CCC (waterside areas), and is included in the DPLCP. Generally, any development activity in the Harbor will require a Coastal Development Permit (CDP) from the CCC and/or City that is consistent with the DPLCP.

The DPH Revitalization Plan & District Regulations (*provided as a resource document to the RFQ*) contains the land use and development regulations for the Harbor and is included in Appendix C of the City's Zoning Code. The DPH Revitalization Plan & District Regulations is divided into two sections, Land Use Plan (LUP) and Implementing Programs. The LUP section is the general planning and policy document for the Harbor as part of the DPLCP. It illustrates the location and intensity of land uses, identifies the primary circulation system, provides coastal resources, marine conservation and development policies and includes technical information and plans necessary to accomplish the objectives of the Coastal Act. The Regulatory Component of District Regulations serve as the Implementing Actions Program for the DPLCP and provide the zoning designations for the Harbor and establish regulations for specific land use development projects, including submittal requirements and public hearing procedures for the consideration of subsequent City and CCC approvals such as issuance of CDPs.

All Proposers should do their own review of the various documents, regulations and approvals relevant to the Harbor and should not depend on any summaries set forth herein.

The County has obtained many of the approvals required to implement the DPH Revitalization Plan, as currently proposed, however the County remains open and encourages new ideas, vision and/or suggestions from potential Proposers as long as they are consistent with the County's Tidelands Grant from the State of California (*provided as a resource document to the RFQ*). Any proposed revisions to the project analyzed in the Environmental Impact Report may require additional California Environmental Quality Act (CEQA) review and amendments to the DPLCP or CDP as applicable, and should be included in the Proposers assessment of feasibility, schedule, and budget for the Project.

The current entitlements related to implementing the DPH Revitalization Plan include:

- DPH Revitalization Final Environmental Impact Report (FEIR) 591
- DPH Revitalization FEIR 591 Addendum



- DPH Marina Improvement Project (Waterside) SEIR 613
- DPH Revitalization Plan & District Regulations
- DPH Revitalization Commercial Core Project - (CDP 13-0018)
- DPH Revitalization Commercial Core Project: Phase 1 Intersection and Roadway Improvement Plans

If the Proposer would like to propose any new ideas or a different vision for the DPH Revitalization Plan (Project Vision), the Proposer's approach and schedule for the Project Vision must be described in detail within the Development Program described in Proposer's submittal. **If the Proposer's approach for the Project Vision requires obtaining additional and/or new entitlements, amendments to existing approved plans, updated CEQA analysis, and/or additional approvals from regulatory or other authorities, they must be specifically identified in the Development Program proposed by the Proposer, including, but not limited to, a schedule detailing the time required to obtain the required approvals and a plan for addressing the risk associated with the public review process.**

F. EXISTING IMPROVEMENTS AND UTILITIES

The County offers the Premises and all improvements thereon for development and Lease to the Proposer "as is / where-is".

1. Recent and Planned Improvements

In March 2016, the County awarded a construction contract for the construction of the intersection and roadway improvements at Casitas Place, Puerto Place and Dana Point Harbor Drive that will provide signal upgrades at the two intersections, roadway improvements to the three streets and some minor work to three adjoining parking lots. This began the initial phase of the overall Dana Point Harbor Revitalization Plan, and will be completed by spring 2017. Additional cosmetic/aesthetic improvements and near term maintenance may be completed by the County within the upcoming 18 months.

2. Utilities

There are certain water, sanitary sewer, electric and telephone utilities (Utilities) currently available and located on the Premises. The Lessee may relocate the Utilities at its sole cost and expense and shall bear the sole financial responsibility for all connection fees, design, construction, and installation costs and any costs associated with compliance with County, City or utility provider requirements. The following is a list of existing utility providers for the Harbor:

- Gas - Southern California Gas Company
- Water, Sewer, Reclaimed Water, and Sewer - South Coast Water District
- Telephone - SBC Communications
- Cable Television - Cox Communications

G. PROJECT AGREEMENTS

When the Harbor was first constructed, it was divided into a number of sub-areas that were subject to long-term lease agreements with the developers of the facilities located



within each leasehold boundary. Today, the County controls all areas of the Harbor through four operating agreements and direct tenant leases.

1. Operating Agreements and Operator Managed Tenant Leases

The Commercial Core, West Basin Marina, East Basin Marina, and Dana Point Marina Inn are managed and operated through four Operating Agreements. Pursuant to their respective Operating Agreements, Vintage Marina Partners, T.B.W. Company, and Dana Point Marina Company manage tenant leases on behalf of the County.

- The Commercial Core Operating Agreement refers to the operating agreement for the operation of the Commercial Core between the County and Vintage Marina Partners.
- The West Basin Marina Operating Agreement refers to the operating agreement for the operation of the West Basin Marina between the County and T.B.W. Company.
- The East Basin Marina Operating Agreement refers to the operating agreement for the operation of the East Basin Marina between the County and the Dana Point Marina Company.
- The Hotel Operating Agreement refers to the operating agreement for the operation of the Dana Point Marina Inn between the County and Great Western Hotels.

The Operating Agreements and Operator Managed Tenant Leases will be assigned to the Primary Proposer through the Option upon exercise of the Option to Lease.

2. Direct County Tenant Leases

The County holds seven (7) direct tenant leases with the Dana Point Shipyard, Dana Point Fuel Docks, Ocean Institute, Dana Point Yacht Club, Nordhavn Yachts, Dolphin Safari, and Verizon. With the exception of the Ocean Institute and Verizon leases, the five (5) remaining Direct County Tenant Leases will be assigned to the Primary Proposer through the Option upon exercise of the Option to Lease.

Exhibit 2 provides a PDF of the four (4) Operating Agreements, forty-six (46) Operator Managed Tenant Leases, and five (5) Direct County Tenant Leases currently in effect.

H. TAXES

As a County-owned facility, the Harbor, is classified as tax-exempt land. The Lessee will be responsible for paying any Possessory Interest Tax (PIT) and any such tax that may become due for the land and improvements under the Lease. Boaters in California are required to report and pay all sales and use taxes to the California Franchise Tax Board. In addition, boaters may be assessed PIT on their leased boat slips. During the term of the Lease, the Lessee will become responsible for any such PIT that is assessed. These interests are typically found where private individuals, companies, or corporations lease, rent or use federal, state or local government-owned facilities and/or land for their own beneficial use. In the Harbor, the City receives retail sales taxes from Harbor



merchants and a transient occupancy tax (TOT) from occupants of the Dana Point Marina Inn. The TOT is a tax paid to the hotel operator by the occupant for the privilege of occupancy in a hotel.

I. RFP SCHEDULE

The County reserves the right to amend this RFP and the following proposed key dates.

| RFP SCHEDULE | |
|--|-----------------------------|
| Release of the Request for Proposals (RFP) | Wednesday, October 19, 2016 |
| Pre-Proposal Conference | TBD |
| Written Questions from Proposers due by 4:00 P.M. | Tuesday, January 17, 2017 |
| Proposal Due/RFP Closing Date and Time - 4:00 P.M. | Thursday, March 16, 2017 |
| RFP Proposer Interviews | TBD |
| Board Approval of Recommended Proposer | TBD |
| Negotiate Option and Lease Agreement | TBD |
| Board Approval of Option and Lease Agreement | TBD |

J. INSTRUCTIONS TO PROPOSERS AND PROCEDURES FOR SUBMITTAL

1. Proposal Due Date and Submission Address:

Clearly identified Proposals are due by 4:00 P.M. Pacific Daylight Savings Time on the date as specified on the Cover Page, and are to be addressed **in a sealed package** to:

DELIVER PROPOSALS TO:
 County of Orange, CEO/Real Estate
 333 W. Santa Ana Blvd.
 3rd Floor Reception
 Santa Ana, CA 92701
 ATTENTION: Ms. Zoila Finch

LABEL OUTSIDE OF ENVELOPE:
 Dana Point Harbor Revitalization Project
 Solicitation No. 2016-03-16
 Due Date: March 16, 2017 4:00 PM PST
 Name of Entity Submitting/Address
 Name of Contact/Phone Number/Email

Prior to the Due Date and Time, you may ship or hand-deliver Proposals, modifications, and withdrawals. Proposals sent via Facsimile and e-mail, as well as other electronic submissions, will NOT be allowed. Proposals must be dated and time-stamped on the outside of the sealed package by a designated staff member of County CEO/Real Estate.

It is the responsibility of the Proposer to ensure the delivery is made to the address stated above on or before the Due Date and Time. Delivery receipts are available upon request. The County will not consider submittals or modifications thereof received after the Due Date and Time. Failure by a messenger delivery service or



printing service to meet the deadline will not excuse the Proposer from the deadline requirement.

2. Pre-Proposal Conference:

The Pre-Proposal Conference will provide Proposers with an opportunity to seek clarification on the RFP. The Pre-Proposal Conference is for informational purposes only. The County will attempt to provide oral responses to all questions, including both those submitted in writing in advance and those asked during the Pre-Proposal Conference. Attendance of the Pre-Proposal Conference is mandatory. Proposers must RVSP to County Project Contact at OCRealEstate@ocgov.com.

Date: TBD
Location: Hall of Administration
333 W. Santa Ana Blvd
Santa Ana, CA 92701
Time: TBD

3. Format and Copies:

Each Proposer must provide: **One (1) signed original; ten (10) copies and additionally one (1) "soft" copy in Word and PDF on CD, DVD or flash / thumb drive** of their Proposal. The original signature copy is to be clearly marked as "ORIGINAL" on the outside cover and contain original ink signatures.

All proposals shall be submitted on standard 8.5 x 11 inch paper. Maps and spreadsheets shall be submitted on 11 x 17 inch paper. All pages must be numbered and identified sequentially by section. Proposals must be tabbed and indexed in accordance with the information requested in Section II, Proposal Response Requirements.

4. Questions:

All questions must be submitted in writing to the County Project Contact at OCRealEstate@ocgov.com on the date as specified on the Cover Page. Do not discuss this RFP or your Proposal, directly or indirectly, with any County elected official, officer, staff, or employee other than the County Project Contact. The County will only acknowledge and respond to written questions. Telephone calls regarding this RFP are NOT permitted. If you suspect an error in this RFP, please notify the County in the manner stated herein. Failure to adhere to these instructions may be grounds for disqualification.

5. Clarifications:

The County has attempted to provide all information available. It is the responsibility of each Proposer to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any Proposer is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification/interpretation to the County Project Contact at



OCRealEstate@ocgov.com. The Pre-Proposal Conference will also provide Proposers an opportunity to seek clarification on the RFP.

6. Submittal Response Checklist:

Proposers responding to this RFP must comply, exactly and completely, with the instructions and procedures for this RFP. Each Proposal must include a completed Submittal Response Checklist, **Exhibit 3** verifying that the Proposal includes all the required information. A Proposal that does not include all the information may be deemed non-responsive.

7. Conflict of Interest:

Each Proposer shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Proposer were to be selected as the Primary Proposer. This obligation shall apply to the Proposer; the Proposer's employees, agents, and relatives, sub-contractors, and third parties associated with accomplishing work and services in Proposal. In the event Proposer has done work for the County on this Project in the past or has reason to believe that a conflict of interest may exist for Proposer in regard to this Project, Proposer should consult with its legal counsel prior to responding to this RFP. Any Proposer who is found to have an actual conflict of interest may have its Proposal rejected on that ground.

8. Communications:

After this RFP has been issued, any Proposer or member of a Development Team that undertakes to discuss any matter related to this RFP with anyone within the County other than the identified County Project Contact is presumed to have gained an unfair competitive advantage and may be disqualified. All communications regarding this RFP and any matter related thereto shall be in accordance with this RFP.

9. Property of County:

All materials and documents received by County in response to this RFP shall become the property of the County and will not be returned to the Proposer. Regardless of the Proposer selected, the County reserves the right to use as permitted by law any and all information contained in such materials and documents.

10. Confidentiality and Public Records Act:

All materials submitted in response to the County's RFQ and RFP shall remain confidential until the conclusion of negotiations and execution of a Lease, unless otherwise ordered by a court of competent jurisdiction. All Proposals and supporting documents will be subject to the provisions of the California Public Records Act (California Code Government Code 6250 et seq.)(PRA) and will be disclosed or withheld in accordance therewith.

Proposers should not request that certain information be treated as exempt, and statements in the Proposals should not be marked as confidential or proprietary. In the event that any information is marked as confidential or proprietary, as it may be



absolutely necessary, Proposers have the sole responsibility of obtaining any applicable injunctive reliefs to prevent the disclosure of such confidential proprietary information in connection with any request made to County pursuant to PRA or a subpoena for disclosure of such information.

In the event of litigation concerning the disclosure of any information submitted by the Proposer in connection with this RFP and wherein the County is not a party, the County's sole involvement will be as a stakeholder, complying with all applicable laws concerning the disclosure of such information. The Proposer, at its sole expense and risk, shall be responsible for any and all fees and costs for prosecuting or defending any action concerning the disclosure of such information, and shall indemnify and hold the County harmless from all costs and expenses, including attorney's fees County incurs in connection with any such action.

11. Bidder Reimbursement Prohibition:

The County shall not be liable for any costs or expenses incurred by Proposers, Development Teams or their vendors in connection with the preparation and submission of their Proposals, as well as the negotiation of the terms and conditions of the Option and Lease. The County may, in its sole discretion, require the Proposers to participate in an on-site interview and/or a presentation of their proposed Development Program. Proposers shall be solely responsible for all costs associated with such interview or presentation. By submitting a Proposal, the Proposer waives all right, if any, to seek payment for aforesaid costs.

12. Right of Rejection:

The County reserves the right to: (1) Accept or reject any and all Proposals or any part of any Proposal, and to waive minor defects or technicalities in same; (2) Request clarification of any information contained in a Proposal; (3) Solicit new Proposals on the same project, or on a modified project, which may include portions of the original RFP, as the County may deem necessary; (4) Disregard all non-conforming, non-responsive, or conditional Proposals; (5) Reject any Proposal that does not pass the evaluation to the County's satisfaction; (6) Allow for the correction of errors and/or omissions; (7) Select the Proposal that will best meet the needs of the County; and (8) Negotiate an Option and Lease with the Primary Proposer.

In no event shall the County be bound by, or liable for, any obligation with respect to a proposed Project by a Proposer until such time (if at all) a Lease between the County and the Proposer, in form and substance acceptable and satisfactory to the sole discretion of County, has been approved by the Board.

13. Protest Procedures:

In the event a Proposer believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Proposer believes that any resulting Lease would be commercially impractical to perform, the Proposer must file a written protest with the County Project Contact.



• **Protest Procedure**

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- The name, address and telephone number of the protestor;
- signature of the protestor or the protestor's representative;
- solicitation or contract number;
- detailed statement of the legal and/or factual grounds for the protest;
and
- form of relief requested.

• **Protest of RFP Specifications:**

All protests related to the RFP specifications must be submitted to the County Project Contact no later than thirty (30) business days prior to the Proposal due date. Protests received after the thirty (30) business day deadline will not be considered by the County.

- In the event the protest of the RFP specifications is denied and the protestor wishes to continue in this solicitation process, they must still submit a Proposal prior to the close of solicitation in accordance with Proposal submittal procedures provided in this RFP.

• **Protest of Award of the Option and/or Lease (Contract):**

In protests related to the award of Contract, the protest must be submitted no later than five (5) business days after the notice of proposed contract award is provided by the County Project Contact. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

- Protest Process
 - In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the County Project Contact or the Procurement Appeals Board renders a decision regarding the protest.
 - Upon receipt of a timely protest, the County Project Contact will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
 - The County may, after providing written justification make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.
 - If the protestor disagrees with the decision of the County Project Contact, the protestor may submit a written notice to the Office of the County Purchasing Agent requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.



- Appeal Process
 - If the protester wishes to appeal the decision of the County Project Contact, the protester must submit, within three (3) business days from receipt of the County Project Contact's decision, a written appeal to the Office of the County Purchasing Agent.
 - Within fifteen (15) business days, the County Purchasing Agent will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the protest shall be forwarded to the Procurement Appeals Board.
 - The decision of the County Purchasing Agent on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

K. EVALUATION PROCESS AND CRITERIA

An Evaluation Committee will conduct evaluations of the Proposals. The committee will consider the information supplied or not supplied by Proposers. If it finds a failure or deficiency in the Proposals or any information provided in connection thereto, the Evaluation Committee may reject said Proposal or information or reflect the failure or deficiency in the evaluation.

The County may request clarifications, or otherwise verify the contents of the Proposal, including information about the Proposer, Development Team members, consultants, and sub-consultants. If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued. Any addenda issued will become part of the RFP. Each Proposer must follow the directions in the Addenda. County reserves the right to seek publicly available information about the Proposers and their Development Teams.

Proposals will be evaluated on the basis of the responsiveness to the questions and requirements in this RFP. Proposals will be competitively evaluated on the basis of the following criteria listed in a random sequence to their order of importance:

- Quality of proposed Project Vision
- Composition of the proposed Development Team
- Quality of the proposed Development Program
- Project Schedule and Phasing
- Quality of the Proposer's proposed Financing Capability and Structure
- Financial Offer
- Proposed Option and/or Master Ground Lease Amendments and Exceptions
- Community Benefit
- Proposal's Organization and Completeness
- Oral Interview

The County will conduct Oral Interviews with Proposers, as needed. Proposers shall be ready to attend the Oral Interview within fifteen (15) business days of notification. The County may



also send written questions and ask for written responses within five (5) business days. The interviews will be evaluated based on the following criteria listed in a random sequence to their order of importance:

- Presentation / Communication Skills
- Project Lead / Key Team Members
- Proposer's response to questions
- Overall understanding of the Project and articulation of Project Vision

Proposals will be scored based on established criteria, which have been weighted and will be assigned points that measure the responsiveness to each identified criterion.

L. SELECTION

The total number of points earned for the written Proposals and Oral Interviews will be combined for each Proposer, and rank ordered. Based on said ranking, the Evaluation Committee will recommend a Primary Proposer and Alternate Proposer for Board approval. The Primary Proposer will be submitted to the Board for approval to enter into Option and Lease negotiations.

It is the County's intention to negotiate an Option and Lease with the Primary Proposer as approved by the Board. Should the parties fail to reach agreement on Option and/or Lease terms, County may begin negotiations with Alternate Proposer. The County reserves the right to make no award, or award the Contract in its entirety to a sole Proposer.

M. ORANGE COUNTY CHILD SUPPORT & FORM W-9 REQUIREMENTS

1. Orange County Child Support

In order to comply with the child support enforcement requirements of the County, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the Primary Proposer agrees to furnish to the County Project Contact:

- In the case of an individual Proposer, his/her name, date of birth, Social Security number, and residence address;
- In the case of a Primary Proposer doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- A certification that the Primary Proposer has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- A certification that the Primary Proposer has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Primary Proposer to timely submit the data and/or certifications required may result in the Contract being awarded to the Alternate Proposer. In the event a Contract has been executed, failure of the Primary Proposer to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within 60



calendar days of notice from the County shall constitute grounds for termination of the Contract.

(At time of recommended award and upon County request, Primary Proposer shall utilize the forms provided in Exhibit 4 of this solicitation to satisfy this requirement.)

2. Department of the Treasury, Internal Revenue Service Form W-9 Requirement

Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the Primary Proposer, at the time of award, if the Form W-9 or W-8, will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the Primary Proposer agrees to furnish to the County Project Lead, or the agency/department deputy purchasing agent the required W-9 or W-8.

Section II

Response Requirements





SECTION II: RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must include two tabbed sections, Part 1 & Part 2, and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

Part 1:

(Complete this section and submit as **Part 1** in the first tabbed section of Proposal.)

1. Cover Letter/Executive Summary

All Proposals must be accompanied by the cover letter of introduction and executive summary of the Proposal. The cover letter must be signed by person(s) with authority to bind the Proposer. An unsigned or improperly signed Proposal submission is grounds for rejection of the Proposal and disqualification from further participation in this RFP process. All Proposals shall include in this first tabbed section, the Cover Page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. Proposer Profile

All Proposals must be accompanied by a completed and signed Proposer Profile, **Exhibit 5**.

3. Submittal Response Checklist

All Proposals must be accompanied by a completed Submittal Response Checklist, **Exhibit 3**, verifying that the Proposal includes all the required information. An unsigned and/or incomplete Submittal Response Checklist may deem the Proposal non-responsive.

4. Validity of Proposal

The County requires that all Proposals be valid for at least **365** days. Submissions not valid for at least **365** days will be considered non-responsive. The Proposer shall state the length of time for which the submitted Proposal shall remain valid below:

Validity of Proposal (in days) Legally Authorized Signature (required)



5. Certification of Understanding

The County assumes no responsibility for any understanding or representation made by any of its officers, employees or agents during or prior to the execution of any Contract resulting from this solicitation unless:

- A. the binding nature of such understanding or representations is expressly stated in the Contract; and
- B. the Contract expressly provides that the County therefore assumes the responsibility.

Representations made but not expressly stated and for which liability is not expressly assumed by the County in the Contract shall be deemed only for the information of the Proposer.

By signing below, Proposer certifies that such understanding has been considered in this response.

Legally Authorized Signature (required)

6. Certificate of Insurance

The Proposer shall certify its willingness and ability to provide the required insurance coverage and certificates commensurate with the scope of the Project proposed herein.

Legally Authorized Signature (required)

7. Child Support Enforcement and Form W-9 Requirements

The Proposer shall certify its willingness and ability to provide the required Orange County Child Support Enforcement and Form W-9 Requirements as indicated in Section I by signing below (see **Exhibit 4**, but do NOT submit at this time).

Legally Authorized Signature (required)

8. Statement of Compliance

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP. **Proposer must certify either A or B by signing below:**

- A. This response is in strict compliance with said Request for Proposals and no exceptions thereto are proposed.

Legally Authorized Signature (required)

OR



- B. This response is in strict compliance with said Request for Proposals except for those proposed exceptions listed in a separate attachment hereto.

Legally Authorized Signature (required)

- Attachment for **each** proposed exception must include:
 1. The RFP page number and section of the provision Proposer is taking exception to;
 2. complete provision Proposer is taking exception to;
 3. Proposer's suggested rewording;
 4. reason(s) for submitting the proposed exception; and
 5. Any impact the proposed exception may have on cost, scheduling, or other areas.

9. Option Payment

The Proposer shall certify its willingness and ability to provide the required Option Payment as indicated in Section II by signing below (DO NOT submit at this time).

Legally Authorized Signature (required)

10. Good Faith Deposit

The Proposer shall certify its willingness and ability to provide the required Good Faith Deposit as indicated in Section II by signing below (DO NOT submit at this time).

Legally Authorized Signature (required)

11. Conflict of Interest:

Proposer must certify either 1 or 2 by signing below:

1. Proposer certifies current/past financial, business or other relationship(s) with the County exist/existed as follows:
 - i. Disclose any financial, business or other relationship with the County, any other entity that the County Board of Supervisors governs, or any County Board member, officer or employee, which may have an impact, effect or influence on the outcome of the services you propose to provide. Provide a list of current clients, employees, principals or shareholders (including family members) who may have a financial interest in the outcome of services you propose to provide.



- ii. Disclose any financial, business or other relationship within the last three (3) years with any firm or member of any firm who may have a financial interest in the outcome of the work.

Legally Authorized Signature (required)

OR

- 2. Proposer certifies that no relationships exist/existed as outlined in item 1. above.

Legally Authorized Signature (required)

12. Litigation

Proposer must certify either 1 or 2 by signing below:

- 1. Proposer certifies current/past litigation as follows:
 - i. Proposer shall provide detailed information regarding any litigation (court and case number), liens, or claims involving Proposer, or any company Proposer holds a controlling interest in, or any company that holds an interest in Proposer, or any of the principal officers of the Proposer’s firm in the past seven (7) years.
 - ii. Proposer shall provide detailed information regarding any litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company proposed subcontractors hold a controlling interest in, or any company that holds an interest in subcontractor firm(s), or any of the principal officers of the subcontractor’s firm in the past seven (7) years.

Legally Authorized Signature (required)

OR

- 2. Proposer certifies that Proposer or proposed subcontractors do not have any past or current litigation.

Legally Authorized Signature (required)



13. Name/Ownership Changes

Proposer must certify either 1 or 2 by signing below:

1. Proposer certifies past company name changes and/or ownership changes as follows:
 - i. Proposer shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
 - ii. Proposer shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.
 - iii. Proposer shall provide detailed information regarding any company name changes for proposed subcontractors (including legal business names) in the past seven (7) years.
 - iv. Proposer shall provide detailed information regarding any company ownership changes for proposed subcontractors (including legal business names) in the past seven (7) years.

Legally Authorized Signature (required)

OR

2. Proposer certifies that Proposer or proposed subcontractors have not had any company name changes or ownership changes in the past seven (7) years.

Legally Authorized Signature (required)



Part 2: PROPOSER'S PROPOSAL

(Complete this section and submit as **Part 2** in the second tabbed section of Proposal.)

A. PROJECT TEAM

1. **Management and Staffing** - Proposer must include an organization chart that describes the Development Team, anticipated team structure and key team staff for the entitlement, construction, and operation phases for each of the Development Components, including, but not limited to, the following positions:

- Executive Management
- Design
- Engineering
- Entitlement
- Construction
- Project/Construction Management
- Legal
- Leasing
- Operations and Maintenance
- Property Management

Proposer must identify the individuals occupying the positions shown and state the length of experience of these key individuals in their respective fields, as presented in the organizational chart. Resumes are to be included for the key individuals who will be managing, directing or supervising the entitlement, construction and operation phases of the Project. Proposer shall provide sufficient detail to indicate a chain of executive authority from the president or comparable chief executive down through to the project director(s) who will be directly responsible for Project delivery on schedule and on budget and Lease compliance.

The resources, in terms of personnel, equipment, material and supplies to be used on the Project must be available and not committed to other projects. Accordingly, the Proposal must include an affirmative commitment to provide all key management personnel identified in the Proposal on a full-time basis for the periods necessary to fulfill their responsibilities.

Proposers shall be licensed as required by applicable laws. Architects, engineering, and construction contractors must possess the necessary credentials to conduct business in California. Proposers with out-of-state headquarters or corporations not incorporated in California must include with their Proposal a copy of their respective registration or authorization or other legal document to do business in California. Proposers must submit their evidence or certificate of good standing with the California Secretary of State.

If subcontractors will be used, there must be a description of their qualifications and experience relevant to their anticipated involvement in the Project. Letters of agreement to participate, as subcontractors, must be submitted from each participant. Proposers



must submit evidence or certificate of good standing with the California Secretary of State for their proposed subcontractors.

It is acceptable to add additional firms or team members beyond those proposed in a Proposer's SOQ provided during the RFQ phase in order to supplement the Development Team's experience if this would enhance the Development Team's ability to deliver a project that meets the goals of the Project.

The Proposer shall not discriminate in any manner against a prospective employee, agent, contractor, or subcontractor because of race, color, religion, creed, age, sex, marital status, gender, national origin, ancestry, or physical or mental handicap and shall comply with all applicable federal and State laws pertaining to non-discrimination.

2. Structure of Proposer

Proposer must include a detailed discussion of its legal and ownership structures including providing copies of its organizational documents (i.e., partnership or operating agreement, articles of incorporation or organization, bylaws, or equivalent documents).

If Proposer is a joint venture, each party to the venture must be identified and the roles that each will have in the development and/or operation of the Project must be described. A letter of agreement to participate in the joint venture as well as the percentage of participation must be submitted from each joint venture partner.

The Proposer must represent and warrant that (i) Proposer has the power and authority to execute and deliver the Proposal, and (ii) the Proposal has been duly and validly executed and is a legal, valid and binding obligation of Proposer.

B. PROJECT VISION

Proposer shall describe the overall proposed Project Vision, including a summary of its approach to this opportunity, how it anticipates that the proposed Development Programs will achieve the goals/objectives of its proposed Project, and highlight the strengths the Proposer, its Development Team and approach will bring to the Project. Include a summary of Proposer's:

- Plan and timing to implement the Development Program and the Development Plan for each Development Component;
- Ability and plan to finance the Project;
- Marketing plan for the Project, including leasing of each Development Component;
- Parking and circulation plans during construction and the term of the Lease;
- Management and operations plan for the Project during the Lease term; and
- Financial offer to the County.

C. DEVELOPMENT PROGRAM AND DEVELOPMENT PLANS

1. Certain Goals for a Development Program include:



- Maximizing the marketability of Harbor tenants
- Improving the long-term overall performance of the Premises through rehabilitation and redevelopment
- Minimizing impact to the environment by providing a high level of environmental stewardship, especially water quality
- Providing high-quality facilities that reflect the character of the City, the Harbor, and the California coastline through aesthetically pleasing architecture
- Providing resource efficient (water and energy), high performing facilities utilizing green building or sustainable construction, operation and maintenance techniques where required (e.g. California Code of Regulations, Title 24), appropriate and feasible
- Minimizing short-term and long-term maintenance and energy costs
- Minimizing the duration of initial reconstruction and future renovations
- Demonstrating the best life-cycle solutions for the Development Components
- Accommodating periodic renovation, expansion, realignment of services with minimal interruption or interference to visitor services or operations
- Effectively plan, maintain and manage the Project portfolio life cycle costs for long-term results using industry standard “best management practices methodologies”
- Employ quantifiable and verifiable metrics to demonstrate performance, utilization and operational efficiencies are being improved and/or maintained to industry standards

Provide and describe in detail the proposed overall Development Program and specific Development Plans, including site plans, a budget, a schedule, a leasing plan, and a parking and circulation plan for each Development Component and for the Premises. Specifically and separately for each Development Component and for the Premises, provide:

2. Site Plans, Architectural Drawings and Renderings

Proposer shall prepare and submit the following for the Premises and for each Development Component:

- Each plan shall, at a minimum, be of schematic design form and quality, which shall include an initial design scheme that seeks to define the general scope and conceptual design including scale and relationships between building components.
- A site demolition and removal plan indicating improvements and utility elements that will be demolished.
- A construction mobilization and staging plan, which shall provide methods of maintaining access to all recreation, designated boater parking areas and public access to the waterfront and bulkhead areas during all construction phases to the greatest extent feasible. The plan shall identify the location and configuration of construction staging areas, temporary access routes and parking areas.
- A site Development Plan that shows the redeveloped site including landscape, hardscape, parking (including handicap parking), entrances, traffic flow and circulation, sidewalks and pedestrian access paths, bike



lanes, trash facilities and screening, outdoor seating, open space and recreation areas, signs, loading, delivery and storage spaces, and architectural elements.

- Building elevations, including building height, detailed exterior building materials, colors, and description of any special building treatments.
- Schematic floor plans indicating functional areas.
- A basis of design is a narrative and analytical documentation to explain how the project goals/requirements are met by the proposed design. It describes the technical approach used for system selections, integration, and sequence of operations, focusing on design features critical to overall performance. Include a basis of design for architecture and civil, environmental, structural, mechanical, electrical, plumbing, communication and fire protection engineering. Include finish materials, key equipment proposed, and the capability for expansion.

3. Budgets

A detailed description of anticipated hard costs, soft costs and financing costs to design, construct, finance, operate and maintain, and lease the entire Project and each Development Component, including:

- A detailed description of Proposer's plan to finance costs of entitlement, design and construction, including the mix and material terms of equity and debt financing.
- A pre-development sources and uses budget. These costs should include all estimated pre-development costs necessary to complete the entitlement, permitting, and CEQA processes. Provide any background or supporting information to verify the funding for pre-development costs.
- A development budget for all direct/hard and indirect/soft costs and financing expenses. Cost and expense detail should include lease payments, hard construction costs, parking costs, on and off-site infrastructure and mitigation costs, all indirect soft costs, and all construction financing costs. Soft development costs should be detailed as appropriate, including architecture and engineering, construction insurance, legal fees, developer overhead, administration, brokerage fees and leasing commissions, and lease reserves. The detailed development budget should be consistent with the estimated phasing plan for the budget.

4. Schedule

A detailed schedule for the proposed development of the Premises and each Development Component, including:

- A summary timeline or other similar graphic representation of the Development Program for the Project and each Development Component. Each schedule should focus on significant portions of work or milestones.
- A detailed development schedule indicating expected timeline for due diligence, environmental reviews, entitlements, design, permitting, financing, community engagement, phasing of construction, leasing and anticipated absorption rates.



- A detailed explanation, qualifications, assumptions, or other relevant discussion to explain each estimated schedule.
- A detailed description of Proposer’s approach to identifying critical path issues to ensure adherence to Project budget and schedules.

5. Entitlements and Permitting

An evaluation of existing entitlement and, if applicable, a detailed explanation and approach for obtaining new entitlements, permits, amendments and approvals anticipated for a revised and/or different Project than the currently proposed Dana Point Harbor Revitalization Project.

6. Marketing and Leasing

A plan to attract and recruit tenants, visitors, tourists, residents, businesses and individuals to the Premises and each Development Component, including:

- If Letters of Interest are available from potential users or tenants, please include with the Proposal.
- Provide a market analysis with specific detail and analytics to establish the market support for the proposed tenants and uses based upon analysis of demand generators, competitive supply, market pricing, competitive position and anticipated market share and capture. The market analysis shall identify primary and secondary markets for each Development Component, as applicable.
- Provide a marketing plan with specific detail about the proposed marketing approaches for each targeted market segment and a description of the strategies utilized for attracting and strengthening those markets, such as how and where the Premises and each Development Component will be advertised. Specific discussion shall be presented as to marketing strategies to attract international business, recreational and the leisure tourist markets.
- For each Development Component, describe the expected lease-up period, amount of lease commissions, and assumed escalation and inflation rate assumptions. Describe any evidence of pre-leasing commitments, expected anchor tenants and in-line tenants. Describe in detail any financial assumptions or conditions affecting the financial feasibility of the Project or a Development Component.

D. CAPITAL STRUCTURE, FINANCIAL CAPABILITY AND FEASIBILITY

1. Capital Structure and Financial Capability

Proposer shall include a financial plan, which provides evidence of financial capacity of Proposer to finance, bond or otherwise insure completion of the Project and each Development Component as contemplated in the Proposal so that an objective determination can be made that Proposer is capable of undertaking the Project, including each Development Program and the managing of the Premises during the term of the Lease.



A Proposal shall indicate the anticipated source of Project funding, both in the construction and permanent financing phases. Describe anticipated capital structure terms, including anticipated leverage ratios, debt interest rates, target investment rates, loan terms, financing costs, and any other relevant Project financing assumptions.

Proposer must demonstrate its ability to source equity and debt capital from credible sources to undertake and successfully complete the construction, operation, and management of the Project.

Proposer shall provide at least a three (3) year financial history detailing financial soundness, financial capability, background in obtaining complex financial commitments, specifically detailing the type of project, financing source, and amounts committed. Proposer shall detail the amount of capital, size of the Project and any other pertinent information that will assist the County in determining the capability, availability of equity and debt to fund the Project.

Proposers shall provide a letter of commitment from each capital source for the proposed Project.

2. Financial Feasibility

Proposals shall include:

- Detailed financial feasibility models and cash flow analyses for the Project, including a model for each Development Component. The financial feasibility shall be presented to allow for a clear understanding of the revenue and capital inflows and expense and debt outflows, specifically including the projected tenant rents, operating expenses, debt service and any rent or other financial return to the County over the 50-year Lease term.
- An Internal Rate of Return (IRR) cash flow analysis integrating revenues, operating expenses, renovation costs, and debt service for the construction period and term of the Lease. IRR revenue projections shall be reasonable and realistic and shall be based on relative historic data whenever possible. The analysis shall be structured and presented in a manner, which enables the testing of alternate assumptions on the financial feasibility of the Project.
- All financial models shall be provided to the County in a useable Excel format.

3. References

Proposer must provide at least three (3) business references for all organizations that will principally be involved in the financing, development and operation of the Project. References for each organization should be for projects that are similar to the Dana Point Harbor Revitalization.



E. FINANCIAL OFFER

Proposer shall describe in detail the formulation and amount of Proposer's financial offer to the County during the term of Lease, which shall describe the following:

- The financial offer for the Premises and, if applicable, separately for each Development Component, including proposed minimum base rents and percentage rents and the basis for periodic escalations and adjustments.
- A detailed explanation of the basis of Proposer's financial offer so that the County can understand the rationale of the offer and why other types, percentages and amounts of rent are not offered.
- The sources of and projected amounts of all revenues from which the financial offer is derived and of all expenses that will be offset against such revenues.
- The County requires an option payment of **\$30,000 (THIRTY THOUSAND DOLLARS)**.
- Any offer for the County to financially participate in the proceeds from a sale and a refinancing of the leasehold estate by Proposer.
- Any other financial terms or offer from Proposer.

F. MANAGEMENT AND OPERATIONS

1. Proposer shall describe a methodology for operation of the Premises, which shall include:

- A safety and security plan including use of private security, Dana Point Police, OC Parks Rangers, OC Sheriff Harbor Patrol, and others, as appropriate.
- A parking management strategy which anticipates both short and long-term solutions to the diverse parking needs within the Harbor, including retail/restaurant customer vehicular parking, hotel guest parking, commercial core and lessee employee parking, boater vehicular parking (short and long-term) and loading zones, passenger boat mid-long term parking, dry boat storage, and other needs. The parking management strategy will incorporate both planned infrastructure improvements and operational tactics which maximize the ease and availability of parking/loading spaces servicing the activities within the Harbor.
- A quality service plan including oversight of transitions from the current operators, operations and maintenance, and customer service.
- A financial management plan including transparent systems for accounting sales, rents, revenues, costs, expenses, lease compliance, and making payments to the County.

2. Proposer shall describe a methodology for maintaining the Premises in a safe, efficient, competent and clean manner for the public, visitors, tenants and vendors, which shall include:

- A plan for daily housekeeping, cleaning, trash disposal, litter removal and extermination
- A preventative maintenance program



- A landscape, sidewalks, paved areas and grounds maintenance program
 - A water quality management program
3. Proposer shall describe an effective approach to facilities management, which shall include Proposer's overall approach to:
- Emergency situations and response
 - Furniture, fixtures and equipment
 - Utilities, energy and plant management
 - Environmental compliance and pollution prevention
4. Proposer shall describe an effective approach to funding ongoing maintenance, future capital replacement and/or renovations:
- A plan for structural maintenance, preventative and predictive maintenance, routine repairs and replacement.
 - A plan for future capital improvements, expansions, renovations, modernizations and refurbishment.

G. PUBLIC BENEFIT

1. Proposer shall describe in detail the public benefits provided by its proposed Project (e.g., local employment, fiscal impacts, programming opportunities, recreational opportunities, resource protection and preservation, and coastal access).
- **Stakeholder Engagement**
Proposer shall describe its strategy for outreach and community engagement, which shall include a detailed description of:
 - A program that promotes community relationships including public and private entities, local community leaders, chambers of commerce, merchant associations, boating associations, local suppliers, and tourist promotion groups.
 - Methods to be employed to attract customers, visitors and local residents, including promotional and seasonal programs.
 - **Sustainability**
Proposer shall describe in detail any sustainability features that are included in its proposed Project, particularly highlighting innovative strategies to reduce the impact of development of the environment, addressing water conservation, managing stormwater, and incorporating green infrastructure elements.
 - **Improved Visitor Experience**
Proposer shall describe in detail how its Proposal will improve the experience of visitors to the Harbor, including shade and open space setbacks, pedestrian connectivity, parking and traffic circulation, and alternative transportation amenities.



H. OPTION AGREEMENT AND MASTER GROUND LEASE AGREEMENT

Prior to the start of negotiation of the Option and Lease with the County, the Primary Proposer must provide a Good Faith Deposit of **\$100,000 (ONE-HUNDRED THOUSAND DOLLARS)** in the form of a certified check. The Good Faith Deposit will be held by the County subject to the terms and conditions of a letter agreement between the Primary Proposer and the County, which will specify the terms and conditions upon which such deposit will be forfeited or refunded. However, by way of example, and without limitation, the deposit will be at risk if, during negotiations, Primary Proposer changes the terms of their Financial Offer; changes the proposed Development Program or schedule; fails to respond to the County's requests for additional information or clarifications in a timely manner; fails to provide proof of financing, insurance, or bonding; or previously failed to disclose substantive background information (e.g. major civil litigation in regard to prior projects, bankruptcies, criminal convictions, or any other matter that would reflect poorly on the County). In any of these instances the County's staff, attorney, and consultant time and fees during negotiations and in addressing these unanticipated issues may be deducted from the Good Faith Deposit at the County's discretion.

Prior to entering into a Lease with the County, the Primary Proposer must enter into an Option with the County. The Option will afford the Primary Proposer a reasonable opportunity to conduct a thorough due diligence investigation of the Premises prior to exercising the Lease. The terms and provisions of the Option must be satisfied prior to exercising the Lease. The County will require an Option Payment in the amount of \$30,000. The Option Payment and any payments to extend the Option Term will be non-refundable to Proposer when made except in the event of a breach of the Option by County.

The Option Agreement is included as **Exhibit 6** and the Master Ground Lease Agreement as **Exhibit 7**. This is the Proposer's opportunity to submit comments, a redlined document, or proposed changes to the Option and/or the Lease. If there are no substantial changes required by the Proposer, to either the Option or the Lease, provide an affirmative statement to that effect. Proposer shall specify any exceptions to terms contained in or proposed amendments to the Option and/or Lease. Any exceptions or proposed amendments must contain sufficient justification to permit evaluation. An exception to specific terms or provisions to the Option and/or the Lease implies that Proposer cannot or does not intend to meet the requirements of that item or provision. The County is evaluating each Proposer in part on their proposed comments and/or changes to the Option and the Lease. As such, if selected to be a Primary or Alternate Proposer, such Proposer shall not be permitted to make any further material changes to the Option or the Lease beyond those submitted during this RFP process. Notwithstanding the foregoing, the County's selection of a Primary Proposer or Alternate Proposer shall not be deemed to be, or construed as, the County's acceptance of such Proposer's proposed changes to the Option or the Lease.

Exhibits



EXHIBIT 1 PROJECT AREAS IN THIS RFP

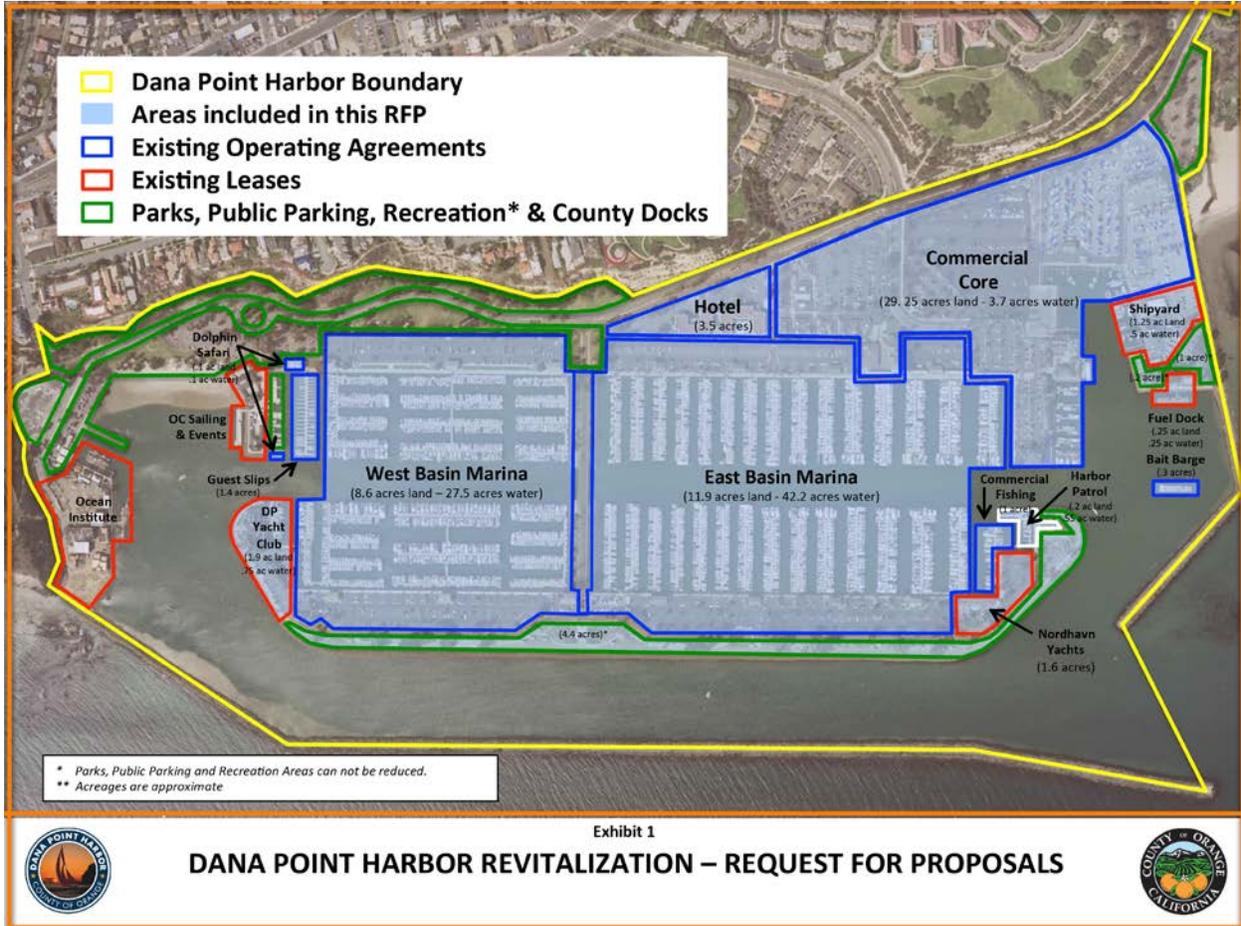




EXHIBIT 2
OPERATING AGREEMENTS, OPERATOR MANAGED TENANT LEASES
AND
DIRECT COUNTY TENANT LEASES

A PDF of the Exhibit 2 files are located on the project FTP site.



EXHIBIT 3 SUBMITTAL RESPONSE CHECKLIST

Responsive Proposals will include the following information:

| Item # | Proposal Requirements Part 1 | Completed and Provided as Instructed?? | |
|--------|--|--|-----------------------------|
| 1 | Cover Letter/Executive Summary | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | Proposer Profile | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3 | Submittal Response Checklist | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | Validity of Proposal | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5 | Certification of Understanding | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6 | Certificate of Insurance | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7 | Child Support Enforcement and Form W-9 Requirements | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8 | Statement of Compliance | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9 | Option Payment | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10 | Good Faith Deposit | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 11 | Conflict of Interest | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 12 | Litigation | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 13 | Name/Ownership Changes | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Item # | Proposal Requirements Part 2 | Completed and Provided as Instructed?? | |
| A | Project Team | | |
| 1 | Management and Staffing | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | • Organizational Chart of Anticipated Team Structure | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | • Resumes | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | • Project Specific Resources | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | • Credentials | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | • Letter of Agreement from Subcontractors | YES <input type="checkbox"/> | NO <input type="checkbox"/> |



| | | | |
|---------------|--|---|-----------------------------|
| 2 | Structure of Proposer | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Legal and Ownership Structure | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Letter of Agreement for Joint Ventures | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| B | Project Vision | | |
| Item # | Proposal Requirements Part 2 | Completed and Provided as Instructed?? | |
| | <ul style="list-style-type: none"> • Overall Proposed Project Vision | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Goals and Objectives for this P3 Opportunity | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Implementation Plan and Schedule for Development Program and the Development Plan for each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Finance Plan including leasing for each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Project Marketing and Leasing Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Parking and Circulation (Construction and Leasing) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Management and Operations Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Financial offer to the County | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| C | Development Program and Development Plans | | |
| 1 | Review Goals of Development Program | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | Site Plans, Architectural Plans, Drawings and Renderings for Premises and each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Initial design scheme | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Site demolition and Removal Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Construction Mobilization and Staging Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Site Development Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Building Elevations | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Schematic Floor Plans | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Basis of Design Narrative and Analytical Documentation | YES <input type="checkbox"/> | NO <input type="checkbox"/> |



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| 3 | Budgets for Project and each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Detailed description of Proposers Finance Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Pre-Development Sources and Uses Budget | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Development Budget for Direct and Indirect Costs and financing expenses | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Item # | Proposal Requirements Part 2 | Completed and Provided as Instructed?? | |
| 4 | Schedule for development of Premises and each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Summary Timeline | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Detailed Development Schedule | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Detailed Explanation of Development Schedule | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Detailed descriptions of critical paths. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5 | Entitlements and Permitting | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Evaluation of existing entitlements | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Detailed approach for obtaining necessary approvals. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6 | Marketing and Leasing for Premises and each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Letters of Interest, if available | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Market Analysis | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Marketing Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Leasing Narrative | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| D | Capital Structure, Financial Capacity and Feasibility | | |
| 1 | Capital Structure and Financial Capacity for Project and each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Financial Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Indicate anticipated sources of funding (construction and permanent financing phases) | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Describe anticipated capital structure terms | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> Demonstrate ability to access source equity and debt capital | YES <input type="checkbox"/> | NO <input type="checkbox"/> |



| | | | |
|---------------|---|---|-----------------------------|
| | <ul style="list-style-type: none"> • Three years of financial history | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Letter of Commitment from each capital source | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | Financial Feasibility | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Detailed financial feasibility models and cash flow analyses for each Development Component | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Internal Rate of Return | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| Item # | Proposal Requirements Part 2 | Completed and Provided as Instructed?? | |
| 3 | References | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Three business references | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| E | Financial Offer for Premises and each Development Component | | |
| | Detailed Explanation of Financial Offer | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Minimum Base Rents, Percentage Rents, and Basis for Escalations and Adjustments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Sources of all Revenue from which Financial Offer is derived | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Acknowledgement of Option Payment requirement | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Participation in Proceeds from Sale or Refinance | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| F | Management and Operations | | |
| 1 | Methodology for Operation of Premises | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Safety and Security Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Parking Management Strategy | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Service Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Financial Management Plan | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2 | Methodology for Maintaining Premise safe | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Plan for daily housekeeping, cleaning, trash disposal, litter removal and extermination | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Preventative Maintenance Program | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Grounds Maintenance Program | YES <input type="checkbox"/> | NO <input type="checkbox"/> |



| | | | |
|----------|---|------------------------------|-----------------------------|
| | <ul style="list-style-type: none"> • Water Quality Management Program | | |
| 3 | Facilities Management Plan including approach for: | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Emergency situations and response | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Furniture, fixtures, and equipment | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Utilities, energy and plant management | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Environmental compliance and pollution prevention | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4 | Plan for Funding Ongoing Maintenance and Future Capital Replacement and Renovations | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Plan for structural maintenance, preventative and predictive maintenance, routine repairs, and replacement. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Plan for future capital improvements, expansions, renovations, modernizations, and refurbishments. | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| G | Public Benefit | | |
| | <ul style="list-style-type: none"> • Strategy for Outreach and Community Engagement | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Description of Sustainability Features | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Proposal to improve visitor experience | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| H | Option Agreement and Master Ground Lease Agreement | | |
| | <ul style="list-style-type: none"> • Acknowledgement of Good Faith Deposit requirement | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Proposed Option Agreement Exceptions or Amendments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| | <ul style="list-style-type: none"> • Proposed Ground Lease Exceptions or Amendments | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

 Legally Authorized Signature (required)

 Title

 Date



EXHIBIT 4
ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS

In order to comply with child support enforcement requirements of Orange County, within ten (10) days of award of contract, the Primary Proposer must furnish to the County Project Contact:

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address;
- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

The certifications will be stated as follows:

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies.

Failure of the contractor to timely submit the data and/or certifications required above or to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the contract. Failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.



After notification of award, the selected contractor may use the forms supplied herein, to furnish required information listed above.

**ORANGE COUNTY CHILD SUPPORT ENFORCEMENT
CERTIFICATION REQUIREMENTS**

- A. In the case of an individual contractor, his/her name, date of birth, Social Security number, and residence address:

Name: (DO NOT COMPLETE AT THIS TIME)
D.O.B: _____
Social Security No: _____
Residence Address: _____

- B. In the case of a contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity:

Name: (DO NOT COMPLETE AT THIS TIME)
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

Name: _____
D.O.B: _____
Social Security No: _____
Residence Address: _____

(Additional sheets may be used if necessary)



- C. A certification that the contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that _____ is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract _____ with Orange County. I understand that failure to comply shall constitute a material breach of the contract and that failure to cure such breach within 10 calendar days of notice from the County shall constitute grounds for termination of the contract.

| | | | |
|----------------------|------|-------|------|
| Authorized Signature | Name | Title | Date |
|----------------------|------|-------|------|



**EXHIBIT 5
PROPOSER PROFILE**

Company Legal Name: _____

Company Legal Status (corporation, partnership, sole proprietor, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Length of time the firm has been in business: _____ Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name? Yes _____ No
If yes, please indicate sole proprietor's name and the name you are doing business
under: _____

Is your firm incorporated? ____ Yes ____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this solicitation: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Contact person for accounts payable: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

Name of Project Manager: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: (____) _____ Facsimile Number: (____) _____

Email Address: _____ Cell or Pager Number: _____

Legally Authorized Signature (required) Title Date



EXHIBIT 6
OPTION AGREEMENT

A PDF of the Option Agreement is located on the project FTP site.



EXHIBIT 7
MASTER GROUND LEASE AGREEMENT

A PDF of the Master Ground Lease Agreement is located on the project FTP site.