



**City of Inglewood, California
Request for Proposals**



**RFP-0150
FINANCIAL ADVISORY SERVICES
for
Inglewood Transit Connector Project**

Request for Proposals
Release Date:

Monday, June 29, 2020
www.cityofinglewood.org

Mandatory Pre-proposal
Conference:

Tuesday, July 7, 2020
9:00 AM to 11:00 PM PST
VIA ZOOM CONFERENCING
Must RSVP via email only:
RFP-0150@cityofinglewood.org

Deadline to Submit Questions
Regarding the RFP:

Friday, July 10, 2020
Via email only:
RFP-0150@cityofinglewood.org

Responses to Questions Posted to
City of Inglewood website:

Friday, July 17, 2020
To be posted on the City of Inglewood website:
www.cityofinglewood.org

**Deadline for Submitting Proposals
and Relevant Materials:**

2:00 PM PST, Wednesday, July 29, 2020

Contact Person During
Proposal Period:

Michael Tate, Purchasing and Contract Services Manager,
City of Inglewood
Email: mtate@cityofinglewood.org

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INVITATION TO SUBMIT PROPOSALS

The City of Inglewood solicits and will receive proposals from qualified financial advisory firms or joint ventures (“Proposers”) to provide financial advisory and related services for the proposed Inglewood Transit Connector Project (the “Project”), as further described in this Request for Proposals (RFP). The selected Proposer will work closely with the City of Inglewood staff as well as its current legal and program management/strategic advisors in the planning, feasibility, procurement and implementation oversight of the Project, which is expected to be delivered utilizing a Design-Build-Finance-Operate-Maintain structure and availability payment method of compensation. Given the broad nature of the tasks requested in this solicitation, Proposers may include teams made up of more than one firm. The City will select one team based on its qualifications, experience, approach, and cost proposal to perform the Scope of Services.

Questions and comments are to be submitted in writing via email only to RFP-0150@cityofinglewood.org according to the timeline provided below. Responses will be answered and responded to in an addendum to be posted on the City of Inglewood website, and will also be made available in hard copy in the Office of Purchasing at Inglewood City Hall.

Each proposal shall be submitted, packaged and addressed as set forth in Section 5.0 of this RFP. In submitting a proposal, the Proposer agrees the proposal will remain valid for 180 days after the deadline for submission of proposals and may be extended beyond that time by mutual agreement.

The following conditions and terms apply:

1. The City reserves the rights set forth in Section 9.0 of this RFP;
2. Below and attached are detailed specifications and conditions for proposal submission;
3. The contract will provide that if any provisions of the contract are violated, the City, after suitable notice, may cancel the contract and make arrangements to have services supplied by others;
4. The RFP, any future Addenda and questions and responses will be made available on the City of Inglewood website; and
5. Cost for developing the proposals and creating presentations are entirely the responsibility of the submitting Proposer and shall not be chargeable in any manner to the City of Inglewood.

RFP Process and Timeline	Day	Date
Release RFP	Monday	6/29/2020
Pre-Bid Conference	Tuesday	7/7/2020
Questions Due	Friday	7/10/2020
Answers Posted	Friday	7/17/2020
RFP Responses Due	Wednesday	7/29/2020
Proposer Interviews (optional)	Tuesday	8/11/2020
City Council Approval of Selected Team (approx)	Wednesday	8/21/2020

Artie Fields, City Manager

Date

1.0 THE OPPORTUNITY

The City of Inglewood is seeking proposals from teams experienced in providing detailed financial advisory services to public sector owners for the P3 delivery of a transit system, in particular automated transit systems, to support the City in the procurement, bid evaluation, contract award and subsequent implementation for the Inglewood Transit Connector project (“Project”). The Project is expected to be delivered utilizing a Design-Build-Finance-Operate-Maintain (“DBFOM”) structure with an availability payment method of compensation.

The Project is an approximately 1.6-mile long, three station, fully elevated, electrically powered automated people mover (APM) system that will connect passengers directly from the Metro Crenshaw/LAX Line’s Downtown Inglewood station to new housing and employment centers, and regionally serving sports and entertainment venues in the City of Inglewood including the Forum, the Los Angeles Sports and Entertainment District (LASED) at Hollywood Park/SoFi Stadium and the proposed Inglewood Basketball and Entertainment Center (IBEC) Project. The Project will also create a new transit connection to the Opening and Closing Ceremonies of the 2028 Summer Olympic Games at the SoFi stadium, to be directly served by two of the Project’s stations.

As depicted in Figure 1, the Project includes the construction of three new stations including the Market Street station (located in the Downtown TOD Plan area), Prairie/Pincay station, and Prairie/Hardy station (located in the Hollywood Park Specific Plan). Project information, including completed studies, are further described in Section 2.

To ensure effective Project implementation, the City is developing a DBFOM/Availability Payment delivery method. Through a competitive procurement process, the City expects to select a DBFOM developer to deliver the Project and place it into passenger service no later than mid-2026, and to operate and maintain the Project in accordance with performance specifications for a 25 to 35 year term. The City will make milestone payments during and at completion of design and construction to cover part of the capital costs and, upon completion and acceptance, disperse periodic availability payments to pay the private developer for a portion of the design and construction costs, routine and capital maintenance costs, operating costs and financing costs, subject to meaningful deductions for sub-standard performance during any payment period. This contracting strategy is designed to deliver: strong financial incentives for on-time project completion and consistent performance over the contract term, clear performance/outcome based specifications for safety, availability and quality service; City-retained control over fare rates; lifecycle cost efficiency and predictability; appropriate risk transfer to the private sector; innovation in design, construction and operations; and the use of cost-effective private financing to drive system performance and offer the City additional flexibility in structuring cash flows.

The City intends to create an independent Community Services District (CSD) that will provide the governance for the Project. The CSD is expected to be fully authorized, organized and staffed by mid-2021, and will be responsible for managing the delivery and subsequent operations and maintenance of the Project. The City will engage in an orderly and well-defined transition of Project responsibilities from current governance to CSD governance, commencing mid-2021 (prior to the completion of the DBFOM procurement) and completing it no later than the Financial Close of the DBFOM contract. The City intends to assign any contract that results from this solicitation to the aforementioned CSD by December 2021 (at the time of the close of financing and issuance of an NTP to construct). The City will retain responsibility for completing the procurement of the project developer, with the DBFOM contract either entered into by the City and thereafter assigned to the CSD or entered into directly by the CSD.

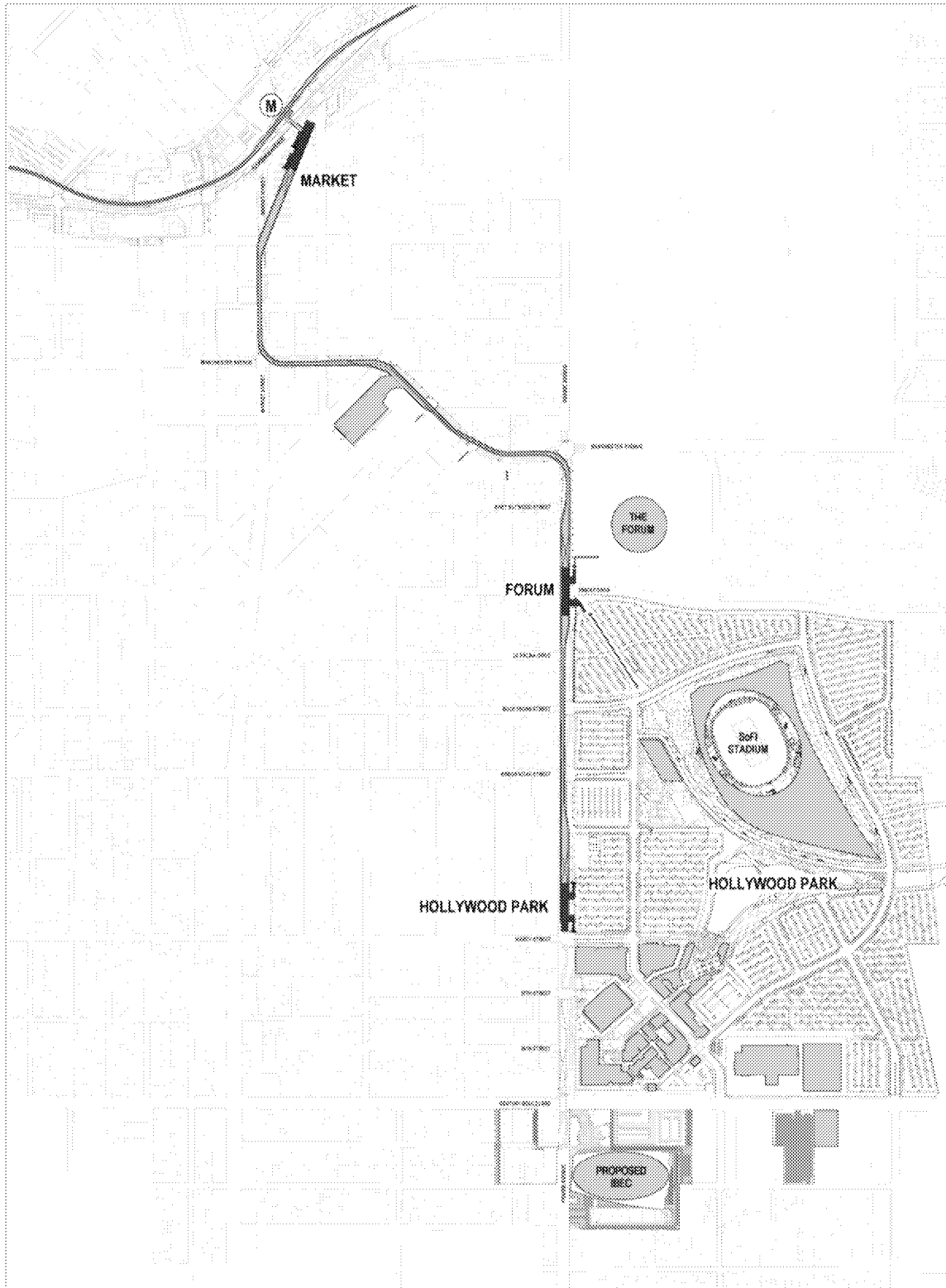
The City has established the following goals for selecting a financial advisor:

- Identify a best in class team with demonstrated, successful experience in providing the desired financial advisory support for P3 procurement of a rail transit system, in particular automated transit systems;
- Assist the City in structuring an array of dependable funding sources and revenue streams for the CSD throughout the term of the DBFOM contract that will support cost-effective private financing;
- Assist the City in developing a detailed set of financial terms and conditions for the DBFOM procurement;
- Ensure that the City and its strategic advisors and consultants have the most accurate and thorough information available to develop the financial terms and conditions for procurement;
- Identify risks to the financing plan and structure risk mitigation measures to protect the City's financial interests and ensure project delivery;
- Identify alternative financing opportunities to support project financing and ongoing operations and maintenance.

The City seeks a financial advisory firm or joint venture that has demonstrated expertise in the following areas:

- Provide strategic, accurate and highly technical financial advisory support in the procurement, bid evaluation and financial close of transit systems, in particular automated transit systems;
- Experience in structuring dependable funding sources and revenue streams for single purpose or limited purpose public owners to support an availability payment method for compensating DBFOM developers;
- Experience in conducting investment grade ridership and revenue studies for comparable rail transit systems;
- Experience in conducting market-based assessments of revenue projections from corporate sponsorship, naming rights and advertising rights for comparable rail transit systems;
- Experience developing the financial terms and conditions for DBFOM or similar P3 procurements of public infrastructure, in particular transit systems;
- Provide thorough and accurate financial analysis of the financing proposals in the DBFOM procurement process, and experience with risk analysis and mitigation strategies for the financial plan;
- Coordination across various technical, program management/strategic, legal and other advisors;
- Coordination across multiple oversight agencies and jurisdictions;
- Successful delivery of financial transaction closing for a transit systems delivered through a P3 process – preferably representing the owner;
- Experience advising governmental entities with establishing and maintaining accounting and financial reporting systems and procedures; and
- Ability to meet aggressive timelines and deliver a thorough and high-quality work product.

Figure 1 - Project Alignment



The selected Proposer will enter into an Agreement with the City of Inglewood for an initial term of three years, with the City option to extend an additional three years, and one optional two-year performance-based extension at the sole discretion of the City Council, for a potential aggregate term of eight years.

This RFP provides specific instructions regarding proposal format and other requirements. Pertinent data about the specific operations and the City of Inglewood are also included. Additional information, terms and conditions are provided in the Appendices section.

2.0 BACKGROUND INFORMATION

2.1 City of Inglewood

The City of Inglewood is approximately 9.1 square miles in size and is located in southwestern Los Angeles County. Its population is approximately 110,000 and is home to a number of world-famous venues such as The Forum and the soon to be completed SoFi Stadium at Hollywood Park, the newest NFL venue in the country.

An exciting transformation is underway in the City of Inglewood as it becomes “The City of Champions” and is redefined as a world-class sports and entertainment center in the greater Los Angeles region. The Inglewood Sports and Entertainment District venues include downtown Inglewood, the Forum, the Los Angeles Stadium and Entertainment District at Hollywood Park/So-Fi Stadium, the Hollywood Park Casino and the proposed Inglewood Basketball and Entertainment Center (IBEC).

The revitalized Forum now hosts the largest entertainment acts in the country. The redevelopment of approximately 298 acres at Hollywood Park includes new residential, commercial, and recreational uses, and its centerpiece will be the Los Angeles Rams and Los Angeles Chargers’ new NFL stadium currently under construction. The Stadium includes a 70,000-seat arena and a 6,000-seat entertainment venue within Hollywood Park, along with a mixed-use development. Additionally, in 2018 the Los Angeles Clippers of the National Basketball Association (NBA) announced they would move their headquarters to the City of Inglewood and released a proposal to build a new training facility and basketball arena. A new state-of-the-art, Frank Gehry designed music and cultural campus for the LA Phil’s Youth Orchestra Los Angeles (YOLA) recently broke ground in Inglewood.

The City intends to manage this growth in a sustainable and responsible way, ensuring that residents, businesses and visitors have convenient and efficient access to its new destinations and resources. The City is now working in collaboration with the stadium’s operator, local and regional transit agencies, adjacent jurisdictions, and parking lot providers, to develop a comprehensive, coordinated event transportation management program in advance of the NFL stadium opening day 2020.

The Metro Crenshaw/LAX Line is set to open summer 2020, enhancing transit access to the City. Building on the progress Metro has made to develop the County’s regional rail network and to create more transportation options associated with the opening of the Crenshaw/LAX Line, Inglewood is updating its transportation infrastructure and circulation system, exploring capacity improvements through the City’s Intelligent Transportation System to more effectively manage major arterial streets, working to enhance Metro and municipal bus operations and services to the City, and planning the Project to directly connect the City’s major entertainment and activity centers to the Metro Regional Rail System.

The completion of the Crenshaw/LAX Line into Inglewood will increase access to public transportation for local residents as well as visitors by extending light rail transit from the existing Expo Line at Crenshaw/Exposition Boulevards to the Metro Green Line at Aviation/Century Boulevards. The approximately 8.5-mile light rail transit line will include eight new transit stations at Expo/Crenshaw, Martin Luther King, Jr., Leimert Park, Hyde Park, Fairview Heights, Downtown Inglewood, Westchester/Veterans, Aviation/Century, and will provide a transit connection to Los Angeles International Airport (LAX) via the City of Los Angeles' Automated People Mover (APM) system at the Airport Metro Connector 96th Street Transit Station. Three stations are located in Inglewood including the Fairview Heights station, Downtown Inglewood station, and Westchester/Veterans station. To address critical "last mile" gaps, the City has proposed the APM system, known as the Inglewood Transit Connector Project to connect the City's entertainment and activity centers directly to the Metro Downtown Inglewood station.

2.2 Inglewood Transit Connector – Background

Overview and Ridership: The Project consists of two major elements – the infrastructure (i.e. the brick and mortar guideway, stations, power substations and maintenance and storage facility) and the APM Operating System (i.e. the vehicles/rolling fleet, guideway and wayside equipment, trackwork, power distribution system, automatic train control system and communications systems, etc.).

The Project corridor is one of the fastest growing housing and employment centers in Los Angeles County with projected growth rates of 47% in population, 45% in number of households, and 166% in employment by 2040. The Project will support the City's growth by serving an estimated annual ridership of 6.9 million annual in 2026 and 13.9 million by 2076, reducing over 2.3 billion vehicle miles traveled (VMT), and improving air quality throughout the South Coast Air Basin and local Priority Population by reducing greenhouse gas (GHG) emissions 768,922 metric tons of carbon dioxide equivalent (MTCO_{2e}) over the life of the project.

This Project is unique in that it generates a significant amount of ridership from throughout the region with roughly 45-47% of the trips originating from Metro's light-rail transit system. The attractiveness of the Project to passengers throughout the region is driven by its ability to provide a direct transit connection to the City's growing housing and employment centers, and new sports and entertainment venues. The Project will provide a commuting alternative for thousands of people that travel between Inglewood and other destinations in the Los Angeles metropolitan area. These connections ensure the Project will provide increased connectivity to job centers and employment areas located throughout Southern California.

Technical Appendices: Technical studies completed to date for the ITC, along with the recently submitted TIRCP grant application can be reviewed and downloaded here:

<https://www.cityofinglewood.org/1437/8750/Technical-Appendix>

These documents include:

- Appendix F: Envision Inglewood – Overview Presentation
- Appendix G: ITC EIR Operations Systems Report
- Appendix H: ITC TIRCP Grant Application
- Appendix I: ITC Notice of Preparation Notice
- Appendix J: Envision Inglewood Locally Preferred Alternative Report

- Appendix K: Envision Inglewood Locally Preferred Alternative Report – Technical Appendices
- Appendix L: ITC Initial Study
- Appendix M: ITC Initial Study – Technical Appendices
- Appendix N: ITC Public Scoping Meeting Presentation – July 26, 2018
- Appendix O: City of Inglewood Council Briefing – June 26, 2018
- Appendix P: Stakeholder Meeting Presentation – June 06, 2020
- Appendix Q: Preliminary Market Street Alternative Concepts
- Appendix R: Proposed ITC Workshop Presentation
- Appendix S: Preliminary ITC Design Guidelines
- Appendix T: Preliminary Concepts – EIR
- Appendix U: Preliminary Design Presentation
- Appendix V: Proposed ITC Station Options

2.3 Project Financing Plan

This section provides preliminary and most current estimates of project costs, the financing plan (including funding sources) and longer-term operations and maintenance costs for the Project. These estimates are provided as background to the proposing teams. The selected Proposer will be expected to review all current estimates and may find or recommend refinements and adjustments to the financing approach.

In January 2020, as part of its grant application to the State of California’s Transit Intercity Rail Capital Program (TIRCP), the City developed a funding and implementation plan that utilizes local, regional, State and private sources to design, construct, operate and maintain the Project. The estimated total capital costs for the Project is approximately \$1.016 billion. Since January 2020, the funding sources provided in Tables 1 and 2 and section 2.4 below have been revised in light of the \$95.2 M award of TIRCP grant funds. Other funding tables provided in technical appendices may show different funding allocation plans; the funding plan in this section of the RFP document is the most current.

Table 1 - Project Estimates by Costs (in millions)

Item	Estimate (millions YOY)
Right-of-Way (ROW) Acquisition Costs	\$ 105
Design and Construction Costs	\$ 686
Owner Soft Costs & Contingency	\$ 212
Financing Costs	\$ 13
TOTAL	\$ 1,016

Table 2 - Funding Sources during Design and Construction (in millions)

Funding Source	Amount (in millions)	Percentage
TIRCP	\$95.2	9.4%
SBCCOG Measure R Funds	\$233.7	23%
Infrastructure Impact Fees/Real Estate Developer Contributions	\$110	10.8%

City Funds	\$131	12.9%
Private Developer Financing (Repaid by City-funded Payments)	\$445.8	43.9%
TOTAL	\$1,016	100.0%

1. **TIRCP** – In April 2020, the City was recommended for a \$95.2 M award of TIRCP grant funds.
2. **SBCCOG** – the South Bay Cities COG has voted to transfer \$233 Million of voter-approved countywide Measure R sales tax funds from the SBCCOG/Metro for the Project. The Metro Board has since approved a footnote in the Measure R expenditure plan that would authorize the transfer of these funds by July 2021.
3. **City Funds** – The City is pledging to contribute at least \$131 million during D&C based on projected General Fund revenues from multiple sources including: advertising/billboard revenues, broadband fiber optics revenues, general property taxes, parking taxes, sales taxes, and transient occupancy taxes. To generate an enhanced level of long-term City funding for the Project, the City will also enact several tax and fee increases. These increases will require changes to the Inglewood Municipal Code (IMC) by the City Council and a supermajority voter approval.
4. **Infrastructure Impact Fees / Real Estate Developer Contributions** – The City will implement an infrastructure impact fee (IIF) to be imposed on future development projects and work to secure developer contributions. The infrastructure impact fee program must be adopted by Inglewood City Council. Fee levels will be established to generate approximately \$110 million towards the capital costs of the Project.
5. **Private Developer Financing** – Under the DBFOM delivery model, the private developer’s financing obligation for the Project will include obtaining private debt and equity to pay for all D&C costs not paid for by the City or from the sources described above. On this basis, the City expects that the private developer will provide \$445.8 million, or 43.9% of the total Project costs, in private financing to deliver the D&C scope (inclusive of provision of fixed facilities, systems, and vehicles). The private developer’s financing will be repaid through periodic availability payments once the Project’s construction is complete and passenger service and fare collection have commenced. The availability payments will be funded primarily from City funds.

2.4 Funding for Project Operations and Maintenance Costs

Annual operations and maintenance (O&M) costs are currently estimated at \$17.5 million (in 2019 dollars). Based on ridership and revenue projections, the City’s O&M financial plan assumes a farebox recovery rate of 30%, consistent with other urban rail systems, a conservative estimate given the opportunities for premium fare pricing on many event days. The remaining 70% of the annual O&M funding needs will come from a combination of City Funds (described above) and project-based revenues, including sale of advertising/naming rights for the Project, ground lease revenues from City-owned land at the Market Street station and elsewhere along the Project corridor that is zoned for high-density, mixed-use development, supplemented by the various City Funds identified in (3) above.

Under the DBFOM/availability payment model, the private developer will be committing to a fixed, long-term (35-year) cost for providing transit services and maintaining all facilities in a state of good repair. The

risk of any O&M cost overruns beyond the contractually agreed amount will be borne by the private developer.

2.5 Funding and Financing Challenges

A central challenge for the Project is to structure the multiple revenue streams described in Sections 2.3 and 2.4 above so that equity and debt providers conclude they are creditworthy, support an investment grade rating for sizable senior lien debt, and support cost-effective project financing. It is anticipated that these revenue streams will be dedicated to the CSD, but it is not anticipated that the CSD will have taxing powers or any other backstop or guarantee of its payment obligations under the DBFOM contract. Some of these revenue streams will have issues in projecting them with certainty.

The City's current plan does not anticipate federalizing the Project. Accordingly, neither the federal PABs program nor TIFIA financing is contemplated. However, the City is open to federal credit assistance or PABs if it makes financial sense.

2.5 Timeline

This scope is intended to support the DBFOM procurement and project delivery process, with the goal of having the financial advisory team engaged by late August 2020. Key Project milestones are noted below:

- Q1 of 2021: obtain environmental certification;
- Q4 of 2021: DBFOM developer financial close; and
- Q2 of 2026: start of passenger service.

2.6 Inclusion of Small Business Enterprise (SBE), Disadvantaged Business Enterprise (DBE) and Disabled Veteran Business Enterprise (DVBE)

The City encourages teams that include participation from State of California certified SBEs, DBEs or DVBEs. While this participation is not a requirement, the City encourages teams to seek out broad and inclusive participation.

1. Locating SBE/DBE/DVBE Subcontractors

Access the list of all State-certified SBEs and DVBEs by using the Department of General Services, Procurement Division (DGS-PD), online certified firm database at: <https://www.caleprocure.ca.gov/>.

To begin your search, click on "Small Business and Disabled Veteran Business Enterprise Services," then click "SB/DVBE Search." Search by "Keywords" or "United Nations Standard Products and Services Codes (UNSPSC) that apply to the elements of work you want to subcontract to a SBE or DVBE. Check for subcontractor ads that may be placed on the California State Contracts Register (CSCR) for this solicitation prior to the closing date. You may access the CSCR at: <https://www.caleprocure.ca.gov/>. For questions regarding the online certified firm database and the CSCR, please call the OSDS at (916) 375-4940 or send an email to: OSDSHelp@dgs.ca.gov.

2. For information about qualification and certification as an SBE/DBE or DVBE, check:

- a. The State of California Unified Certification Program (CUCP):
<https://www.transportation.gov/civil-rights/disadvantaged-business-enterprise/ready-apply>
- b. The Federal Government's System for Award Management:
<https://www.sba.gov/offices/district/nd/fargo/resources/federal-contracting-and-system-award-management>.

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3.0 SCOPE OF SERVICES

The City is seeking a financial advisory consultant to work closely with City staff and the City's legal, technical, program management/strategic advisors, and other consultants to support the development of a P3 procurement, bid solicitation/evaluation and financial close for the Project.

While the City has identified a preferred DBFOM project delivery strategy, the City may utilize the financial advisory consultant to evaluate opportunities for alternative project delivery strategies, as well as test any assumptions of previously developed financial models, prior to the finalization of the P3 procurement document, with due consideration of the project requirements and evolving capital and construction markets.

This section further describes the consulting services sought. The City may only activate some of the tasks, or portions of any task. Within this context, the consulting services may include, but will not be limited to the following tasks:

3.1 Task 1: Project Delivery Feasibility

Work with the Project team to complete a feasibility analysis for use in the evaluation of project delivery alternatives. Develop preliminary financial models to assess viability of potential plans of finance, including potential options for fare box/ridership generated revenue streams. Aid in the development of stakeholder presentations. Support the Project Team in assessing the economics and market feasibility of Project and support the Project team in the evaluation and assessment of other innovative finance opportunities as requested.

3.2 Task 2: Project Financing

Develop detailed financial model for potential Project financings, including all identified and potential revenue streams, such as but not limited to ridership/farebox generated revenue streams, state and local grants, various City revenues, infrastructure impact fee revenues and potential stakeholder commitments. Provide expertise with public and private funding and financing partners and instruments including USDOT, FHWA, TIFIA, private activity bonds, private equity, taxable bonds, grant anticipation notes, private placement financing and tax issues. Provide financial advice regarding market conditions, financial products and alternative and specialized financing strategies and structures that may benefit the Project, including but not limited to cost implications of federalizing the Project. Provide analysis and documentation to assist ITC Team in securing credit ratings for Project-related debt. If applicable, assist the Project team in completing the application process for TIFIA, or other federal credit support. Support the Project team's negotiations with financial partners, including underwriters, lenders, insurance providers, federal programs and/or other investors. Assist the Project team in preparation for and completion of financial close.

3.3 Task 3 – Support for Project Procurement through Innovative Delivery (for Financial Advisory Aspects)

Consultant will provide procurement and transaction support in areas of financial advice to achieve a clear, transparent, competitive solicitation and bidding process that is most likely to maximize City's achievement of its Project goals and still meet all of City's procurement and contracting requirements.

Given the complexity and diversity of such project procurements, Consultant will work with City's technical staff, other technical consultants and the City's other advisors during the procurement process through financial close. In consultation with the City, Consultant will be available to perform tasks associated with procurement support including, but not limited to those below.

- Meeting(s) with City staff, along with legal advisors, program management/strategic advisors and technical consultants;
- Workshops among the Project team to discuss goals during procurement, key features unique to the Project, and strategies to maximize competition, transparency, effective communication with potential bidders;
- Develop and provide appropriate commercial/financial terms and conditions to be incorporated into the procurement documents;
- Assistance in the management of a transparent and competitive procurement process for the financial transaction;
- Assist with financial inputs into a realistic timetable for all procurement phases, identifying key milestones, in coordination with external project advisors;
- Identify and draft materials to convey relevant Project financial information to potential private sector bidders to support effective implementation of the procurement procedure;
- Assist City staff and its consulting team with developing the procurement documentation (RFQ, RFP, evaluation criteria, etc.);
- Assist with evaluating and developing the financial aspects of the Project Agreement, including the payment mechanism, payment deduction regimes, the structure and quantum of equity participation, and funding/financing structures;
- Draft responses to financial related requests for information;
- Support City in the following activities:
 - Review selected portions of bid documents (request for qualification and request for proposal) and contractual agreements;
 - Review bidder qualification and bid evaluation criteria related to financial qualifications and financial proposals; and
 - Support the preparation of required due diligence documents for potential debt providers and guarantors;
- Assist in the evaluation of financial components of proposer statements of qualifications and proposals;
- Assist with contract negotiations as requested;
- Provide support and analysis during commercial and financial close;
- Review the tax and accounting implications associated with the proposed transaction; and
- Support the City in credit rating agency evaluations and obtaining ratings for the anticipated revenue streams.

3.4 Task 4– Implementation and Contract Administration Support

Following successful procurement of a DBOM developer, Consultant may, at City's sole discretion, be required to perform additional tasks on an as-needed basis to provide advice or complete deliverables in support of effective initial contract implementation and administration. Tasks associated with Project implementation and contract administration include the following:

- Support the City and CSD in accomplishing the transition of funding and financing sources to the CSD;

- Assist the CSD with setting up its accounting and reporting systems, including financial reporting in connection with the DBFOM contract and grant agreements;
- Attend follow up meetings and/or conference calls with City staff and external project advisors to discuss and make recommendations with respect to financial aspects of contract administration;
- Discuss with City or CSD staff the Project Agreement, including application of the payment mechanism or other financial aspects of the Project Agreement;
- Draft user materials and guidance regarding the Project Agreement, especially application of the payment mechanism to support appropriate use of performance deductions;
- Assist with financial analysis of developer claims and requests for relief; and
- Update the financial model as needed with any subsequent relevant financial information regarding the Project.

Specific tasks and deliverables will be clearly defined by City staff and communicated through the Project Manager at the time that City has determined that support for Project contract administration and implementation support is required.

3.5 Task 5 – Assessment of Additional Financing Opportunities

Consultant will work closely and in coordination with the City Project Managers and the City's other advisors to assess the opportunity for alternative funding mechanisms in the vicinity of the Project. City staff and/or its advisors would serve as a liaison with local governments and other stakeholders. Consultant would work with the City and use publicly available information as well as any consultant-owned or proprietary sources of related information to:

- Identify the current land uses and designations, significant landowners and any development plans and entitlements, and assess development potential along with related generation of revenues that could support the Project financing;
- Identify and describe existing taxing districts that have already been or are in the process of being implemented that are comparable (i.e., case study data);
- Determine and rank funding opportunity areas based on relevant factors including the existing use and entitlements and development potential;
- Estimate the revenue potential of funding opportunity areas using the available alternative funding tools and/or from value capture through joint development opportunities;
- Compare the tools and determine interest in pursuing said funding tools; and
- Prepare a market assessment and projections of revenue from corporate sponsorships. This may include:
 - Identify examples of projects of similar scope and size, and how these have employed corporate sponsorships;
 - Identify targeted business fields or specific corporations for potential sponsorship and analyze any known current sponsorships and investments;
 - Model scenarios and ranges of projected revenue from corporate sponsorships; and
 - Recommend an action plan for marketing the Project to potential corporate sponsors.
- Prepare a market assessment and projections of revenue from advertisements. This may include:
 - Identify examples of projects of similar scope and size, and how these have

- employed advertising as a revenue source;
 - Perform a market study of advertising rates on similar projects and/or in similar markets, and identify potential partners for implementing an advertising program; and
 - Model scenarios and ranges of projected revenue from advertising.
- Prepare a market assessment and projections of revenue from vendor concessions. This may include:
 - Identify examples of projects of similar scope and size, and how these have employed a vendor concessions program;
 - Perform a market study to determine potential revenue generation from a vendor concessions program, and, working with the City's technical consultant, identify related physical and/or infrastructure improvements and related costs to implement a vendor concessions program; and
 - Model scenarios and ranges of projected revenue from a concessions program; and
 - Recommend an action plan for marketing the Project to potential concessionaires.

The results of these funding assessments may be provided in the form of one or more presentations or one or more written reports of the assessments that include descriptions, maps, numerical analysis, and priority list for funding opportunity areas. Recommendations, if any, will be included for state or local legislation to facilitate implementation or improved utilization of tax assessment districts or other funding mechanisms.

Consultant may be asked to share the results of the assessments with municipal stakeholders and be available for meetings and/or conference calls to identify next steps, whether it be community and stakeholder outreach, to pursue the alternative funding tools, or recommendations for legislation to amend or create new tools.

4.0 THRESHOLD RESPONSIVENESS REQUIREMENTS; MINIMUM QUALIFICATIONS

4.1 Threshold Responsiveness Requirements

A written submittal in response to this RFP will be the exclusive basis on which the City will consider its award for the contract. Therefore, Proposers should be as thorough, detailed, and as concise as possible when responding to this RFP and provide its written proposal consistent with and in the order described in Section 5.

Proposers will not be able to add to or modify their proposals after the proposal due date; however, the City will consider clarifications submitted in response to any requests for clarifications from the City. The City may deem a Proposer non-responsive if the Proposer fails to provide all required documents and copies or for any other reason the proposal does not fully comply with the requirements, instructions and rules contained in this RFP.

4.2 Minimum Qualifications

Proposers bidding on this RFP must meet the minimum qualifications outlined in this section. All information and documentation provided in this proposal is subject to verification.

1. Proposers must have demonstrated experience in the provision of financial advisory services related to the P3 procurement, bid, evaluation, and financial close for public infrastructure of similar size and complexity as the Project.
2. Proposers must demonstrate that the lead member and/or other members of the proposing team have the requisite experience, qualifications and expertise in each of the scope areas defined in Section 3, Scope of Services.

Proposer (through the lead member and/or its subconsultants) must have all appropriate licenses and certifications to perform the services specified in this RFP.

5.0 SUBMITTAL REQUIREMENTS

Prior to submitting, all Proposers must attend a mandatory pre-proposal conference scheduled for Tuesday, July 7, 2020 at 10:00 AM PST, via ZOOM conferencing. Proposers must RSVP to RFP-0150@cityofinglewood.org to receive the link to the pre-bid conference.

Any questions or comments regarding the Proposal, and any additional criteria, instructions or addenda to the RFP, if any, made prior to the pre-proposal conference will be discussed at the time of the conference, and will be transcribed and included in the written response to questions. Any questions, comments or addenda to the RFP made after the pre-proposal conference will be posted to the City of Inglewood website.

5.1 General RFP Submission Requirements

Proposers should provide the City with a thorough proposal using the following guidelines:

- Proposals must be straightforward, concise, and provide “layperson” explanations of technical terms that are used.
- Emphasis must be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer.
- Proposals must be typed using Arial font and 11-point font size, with margins set at one inch on all sides. Page numbers should be located in the header of each page. Each section must be separated by clearly marked tabs that contain no text other than section heading, and proposals shall not exceed 43 pages excluding table of contents, cover letter; resumes; authority to propose, attachments, and tabs;
- Provide one single-sided unbound original, six double-sided bound copies, and an electronic copy in pdf format on a flash drive.
- Printed responses and the flash drive shall be enclosed in one sealed package with the name and address of the respondent in the upper left-hand corner and marked “FINANCIAL ADVISORY SERVICES, FOR INGLEWOOD TRANSIT CONNECTOR PROJECT”;
- The response shall be signed by an officer, or officers, authorized to execute legal documents on behalf of the respondent and the complete package submitted to:

Attn: Michael Tate, Purchasing and Contract Services Manager
Office of Purchasing Division, City of Inglewood, 8th Floor
One Manchester Boulevard, Inglewood, CA 90301

Each Proposer is responsible for the timely delivery of any response. Additionally, the City will not be responsible for the delivery of any proposal to the wrong address or City department. Each firm assumes all risks and/or consequences of an incorrect delivery or an untimely delivery of a proposal.

Proposal sections in the Proposer’s response must be in the following order, with the following page limits:

Tab	Section	Page Limit
1	Table of Contents	N/A
2	Cover Letter	3
3	Executive Summary/Understanding of the Assignment	3
4	Proposer Team	10
5	Proposer Team Experience	15
6	Project Understanding, Approach and Work Plan	10
7	Cost proposal	N/A
8	References	2
9	Resumes (as an attachment)	Max 2 pages each
10	Forms	
	Appendix A: Designation of Subcontractors Appendix B: References Template Appendix C: Declaration for the Proposer Appendix D: Non-Collusion Declaration Appendix E: Extension of Contract to other public agencies Appendix F-V: Technical documents for reference and review	
	TOTAL PAGES (without exempted pages)	43

5.2 Table of Contents

Each Proposal must include a Table of Contents indicating section headers and pages and indicate any attachments or materials included in the Proposal (not included in final page count).

5.3 Cover letter

(3 pages maximum)

- State the address and telephone number of the Proposer’s office nearest to the City of Inglewood and if not the same, the office from which the project will be managed.
- Identify the person, with contact information, to be contacted for more information during the proposal consideration period.

- Provide the name, title and current and proposed location of the person who will be the project manager should the Proposer be awarded the contract.
- The letter must stipulate that the proposal will be valid for a period of 180 days.
- The letter must be signed by a person who is authorized to bind the Proposer. The letter must include such person's certification that he/she is fully authorized execute the cover letter on behalf of the Proposer, deliver the Proposal and bind the Proposer and each member of the Proposer's team to the Proposal.

5.4 Executive Summary / Understanding of the Assignment

(3 pages maximum)

The Executive Summary is a brief statement of key features of the Proposal, team qualifications and evidence of understanding of the Scope of Services to be provided. Proposers must describe the Proposer Team's strengths and qualifications, capacity to complete the Scope of Services, key experience, and expertise and a statement explaining why the Proposer's proposal would be the best selection and why their experience will best meet the goals and qualifications set forth in the Introduction to this RFP. The executive summary must also explain the Proposer's understanding of the Scope of Services and the role of the Proposer team in the delivery of the Project.

5.5 Proposer Team

(10 pages maximum)

A. Organizational Chart and Proposal Team Identification (3 pages maximum – 8.5" x 11")

Submit a project organizational chart identifying the staff and note which areas of the Scope of Services they will be associated with. Proposers must name a primary and a secondary project lead that will be responsible for the financial consulting services. Include the following information on the chart:

- a. Names and titles of individuals (including their firm affiliation and current and proposed locations) who will be involved in the Scope of Services (with company affiliation if more than one firm is involved).
 - i. Provide resumes of proposed key staff as an attachment. Include everyone required to perform the Scope of Services. Resumes not to exceed two pages each.
- b. A responsibility matrix indicating the reporting structure and task responsibilities of each member of the Proposer's team.
- c. Provide information on the percentage of time each identified member of the team will be available for this contract.

Notes:

- Once the Proposal is submitted, the composition of the Proposer team cannot be altered without consent of the City. Once a contract is awarded and executed, the City must approve any change to the key staff assigned to the Project; any request to replace key staff must be accompanied with resumes/qualifications demonstrating that the replacement personnel are at least equally qualified. The City reserves the right to approve any replacement personnel in its sole and absolute discretion.
- A team member that provides specialized expertise in a particular area may serve on more than

one Proposer team, provided that it is not the lead member of any Proposer and does not disclose proposal information considered confidential by any Proposer to any other Proposer.

B. Proposer Team Information (5 pages maximum)

Identify the proposed Project Manager and key task leaders, and provide evidence of knowledge and experience to provide the services within their assigned roles in a timely and effective manner.

Provide a description of the Proposer, the lead member and any/each sub-consultant or other team member. Identify years of experience, number of staff, location of staff and/or offices (including location of the headquarters office and any local offices), telephone number, fax number, and e-mail address. Demonstrate that the Proposer has assembled (or how it will assemble) a team with the experience and capacity to carry out the Scope of Services. Describe how the team is able to dedicate the needed resources to deliver the Project according to an aggressive schedule.

C. SBE/DBE/DVBE Participation (up to 2 pages)

Describe any participation by State of California certified Small Business, Disadvantaged Business or Disabled Veteran Business Enterprises. Identify their specific roles/responsibilities and your approach and/or commitment to assuring that they are providing meaningful engagement and participation in the work to be performed.

5.6 Proposer Team Experience

(15 pages maximum)

Describe your firm's experience in providing financial advisory services to public owners in the last five years related to P3 project delivery using an availability payment method of compensation. For your firm's dedicated staff/team lead, provide a description of assignments performed with an emphasis on projects of similar type, scope and size. Include the following topics in your response:

- a. Describe two assignments (preferably with at least one being for a rail transit project of similar size and complexity) where the team lead provided such financial advisory services.
- b. Describe experience with structuring solutions to difficult challenges of establishing creditworthy government revenue streams to support payment obligations of the public owner under an availability payment type of DBFOM contract, in particular where the public owner is a single purpose or limited purpose governmental entity without general taxing power.
- c. Describe two feasibility reports produced that studied alternative funding mechanisms for public sector infrastructure projects (preferably with at least one being for a rail transit project of similar size and complexity), such as tax increment financing, special benefits districts and/or value capture from real estate development.
- d. Describe two feasibility reports produced that analyzed and projected revenues from advertising, naming and/or sponsorship opportunities on public infrastructure projects (preferably with at least one being for a rail transit project of similar size and complexity).
- e. Describe one feasibility report produced that analyzed and projected revenues from vendor concession opportunities on a public infrastructure project (preferably a rail transit project of similar size and complexity).

- f. Describe one assignment where your firm provided financial modeling or forecasting services to a client relevant to the City and/or the Project.
- g. Describe one assignment for benefit-cost analysis and/or value for money analysis related to P3 delivery of a public infrastructure project (preferably a rail transit project of similar size and complexity).

5.7 Project Understanding, Approach and Work Plan

(10 pages maximum)

Describe your understanding of the project and your approach to delivering the Scope of Services, including a work plan. The work plan should address all of the tasks in the Scope of Services (Section 3.0). Clearly identify functional roles/responsibilities and approach to, among other things, coordination (internal to team; with City and its consultants; and other stakeholders); quality control/assurance; schedule and budget management; and compatibility with the City's goals and objectives.). Describe your approach and strategies for successfully addressing the Project's funding and financing challenges described in Section 2.5. Identify and address other key challenges and opportunities as appropriate.

5.8. Cost Proposal

(no page limit)

Provide a total budget addressing Tasks 1 and 2 in the Scope of Services, in their entirety. Clearly identify any and all sub-tasks and any and all assumptions and limitations. Provide an estimate of the effort (labor hours, personnel, firms, labor classification rates and also all direct expenses including any necessary travel for purposes of coordination and briefings) tied to respective enumerated sub-tasks. Identify the hourly fee schedule for all personnel to be involved in the Project. The hourly rates must include salaries, wages, overhead and profit and may only escalate at up to 2% per year. The Consultant should also indicate what percentage of the Scope of Services is expected to be completed by each individual or staff classification included in the fee proposal. Include the team's average travel expenses to attend a meeting at the City of Inglewood City Hall. Additionally, if applicable, a schedule of reimbursable expenses should be included in the proposed budget.

The proposed total budget will be the initial basis of negotiations, if any, for any task assignments that the City may issue to the selected consultant under this RFP.

5.9 References

(2 pages maximum)

The Proposer must provide three references for the lead member, and no more than two references for each other major team member, preferably from similar projects either ongoing or completed within the last five years. One reference may be offered for several team members, if appropriate. The City of Inglewood, in its sole discretion, reserves the right to contact and verify all references, and to request additional supporting information and/or documentation from the Proposer. References must include the following (see Appendix B for formatting guidelines):

1. List local, county, state, federal, or entity name, and describe the work produced

2. List contact person(s) – primary contact should be an individual with direct knowledge of contract and service performance; include direct phone and email. Proposers should verify accuracy of phone and email information provided.

6.0 EVALUATION AND SELECTION PROCESS

The City will conduct an initial review and evaluation of each Proposal for responsiveness as set forth in Section 4.1 of this RFP and for satisfaction of the minimum qualifications set forth in Section 4.2 of this RFP. All Proposals that are responsive and meet all the minimum qualifications will be evaluated on the basis of professional experience and qualifications of services to be performed. If a Proposal is non-responsive or fails to satisfy any of the minimum qualifications, then the City may reject the Proposal and disqualify it from further evaluation and consideration for award, and the corresponding Proposer will be so advised.

The written proposal, and potentially an oral interview, will be evaluated using the following weighted criteria:

1. Cover Letter and Executive Summary	5 pts
2. Proposer Team Organization	25 pts
3. Proposer Team Experience	25 pts
4. Approach and Methodology to Scope of Services	30 pts
5. Cost Proposal	15 pts
Total:	100 pts

6.1 Evaluation Criteria

Below is a description of criteria to be evaluated.

1. Cover Letter and Executive Summary (5 points)

The extent to which the Proposer demonstrates understanding of the City’s goals and desired experience for this RFP.

2. Proposer Team Organization (25 pts)
 - The extent to which the Proposer’s organizational plan is thorough, sets forth clear allocations of project responsibilities and lines of communication, and will be efficient for rendering the Scope of Services.
 - The extent to which the Proposer team has committed sufficient key personnel and other staffing resources to deliver the Scope of Services according to an aggressive timeline.
 - The extent to which the Proposer has provided participation opportunities for SBE/DBE/DVBE firms.
3. Proposer Team Experience (25 points)
 - The extent to which the examples demonstrate that the Proposer has assembled a qualified team and key personnel with the experience, skills, knowledge and expertise required to deliver the Scope of Services.

- Extent to which the Proposer team has experience in successfully structuring creditworthy government revenue streams to support payment obligations of the public owner under an availability payment type of DBFOM contract.
- Extent to which the Proposer team has experience in conducting market assessments and producing feasibility reports of alternative funding mechanisms for transit system delivery, such as tax increment financing, special benefits districts and/or value capture from real estate development.
- Extent to which the proposer team has experience in conducting market assessments and producing feasibility reports analyzing and projecting revenues from advertising, naming and/or sponsorship opportunities on rail transit systems.
- Extent to which the proposer team has experience in conducting market assessments and producing feasibility reports analyzing and projecting revenues from vendor concession opportunities on rail transit systems.
- The extent to which the Proposer team has experience providing relevant financial modeling or forecasting services and experience with benefit-cost analysis or value for money analysis related to P3 delivery of a transit system.
- Extent to which the Proposer team has experience with bond and other types of project financing.

4. Project Understanding, Approach and Work Plan (30 points)

- The extent to which the Proposer team demonstrates a strong understanding of the Project and its funding and financial challenges.
- The extent to which the Proposer presents potentially effective strategies and measures to meet the Project’s funding and financing challenges.
- The extent to which the Proposer team’s approach and work plan is thorough, clear and addresses the entire Scope of Services.

5. Cost Proposal (15 points)

- The extent to which the Proposer team’s proposed total budget for Tasks 1 and 2 is consistent with the level of effort needed to execute the tasks, is credible and reasonable as determined by the City.
- Proposed hourly rates are complete, in line with industry standards and deemed reasonable by the City.

Note: A portion of the available points will be a quantitative score based on the proposed total budget for Tasks 1 and 2 as compared to other proposers’ proposed total budget.

6.2 Oral Interviews

The City in its sole discretion may elect to hold oral interviews with some or all Proposers. After initial evaluation of the Proposals, the City may establish a competitive range – i.e. a narrowed list of Proposers whose proposals have a reasonable chance of being selected for award –and hold oral interviews only with the Proposers within the competitive range.

6.3 Proposal Revisions/Additions

The City may, at any time after receipt of Proposals and prior to final award of a contract, determine that it is appropriate to request additional information from responsive Proposers that fall within a competitive range as determined by City. If additional information is requested, the term "Proposal," as used in this RFP, shall mean the original responsive Proposal, as modified by the additional information. City will complete its evaluation and scoring following receipt of the Proposal Revisions.

7.0 DEVELOPMENT OF FINAL AGREEMENT

The City intends to enter into an Agreement with the selected Proposer based upon evaluation criteria defined herein. A form of Agreement will be provided to all Proposers prior to the deadline for submission of Proposals. The City may ask Proposers, as part of their submission, to provide any comments, suggestions, exceptions or recommended edits to the Agreement. The City is not bound to accept the same. A Proposer to whom award is made shall furnish all services in accordance with the provisions of this RFP and within the time stated in the Agreement.

After the evaluation process is completed, the City will initiate a 14-day negotiating period by written notice to the selected Proposer. If the Agreement in form acceptable to the City is not executed by the selected Proposer within the set time period, the City reserves the right to extend the time period, to cease negotiations and initiate negotiations and enter into an Agreement with the next ranked Proposer (with continuation of this process with lower-ranked Proposers as necessary), or to cancel this procurement.

The Proposer, and each of its team members, to which an award is made will be required, before the contract is finally executed, to furnish evidence of its corporate existence and of its rights to conduct business in the state of California.

8.0 GENERAL PROVISIONS

The City of Inglewood hereby extends an invitation to submit a proposal, in accordance with this Request for Proposals (RFP), to provide the designated Scope of Services. The City makes no representation that any agreement will be awarded to any Proposer responding to this request. There are no expressed or implied obligations for the City to reimburse responding Proposers for any expense incurred in preparing a proposal in response to this request. All information submitted to the City of Inglewood shall become property of the City and will be returned to the Proposer at the City's option.

8.1 Communications

Except in a forum that the City establishes pursuant to this RFP or as otherwise approved by the City, the Proposers shall not contact City employees, advisors, consultants or any other person involved in this procurement or the Project, including those who will evaluate the Proposals, except the City's Purchasing and Contract Services Manager. This restriction on communications takes effect with issuance of this RFP and will continue through contract award. This restriction does not, however, preclude or restrict communications with regard to matters unrelated to the Project and this procurement. The Proposer is responsible for assuring that all of its team members comply with this restriction. Violation may be grounds to disqualify the Proposer.

8.2 Request for Information

Proposers shall provide any and all information requested by the City to assist in determining the Proposers' ability to provide quality services as outlined in Section 3.0 Scope of Services.

8.3 Basic Eligibility

To be eligible to enter into the Agreement, the successful Proposer must be licensed to do business in the State of California and must not be debarred suspended, or otherwise ineligible to contract with the City of Inglewood.

8.4 Non-Discrimination

No discrimination shall be made in the employment of persons working on behalf of or as an agent for the City of Inglewood because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender identity, gender expression, age, sexual orientation, or military and veteran status or any other legally protected class except as provided in Section 12940 of the Government Code, and every vendor for the City of Inglewood violating this section is subject to all the penalties imposed for a violation of this chapter (California State Labor Code §1735: Discrimination in Employment Because of Race, Color, etc.).

8.5 Addenda (Revisions to the RFP and/or Responses to Questions and Comments)

In the event that it becomes necessary to clarify or revise this RFP, such clarification or revision will be by Addendum. Any Addendum will become part of this RFP and may become part of any contract awarded as a result of this RFP. Any questions submitted after the pre-proposal conference will be addressed and the answers will be posted online. All Addenda and responses will be posted on the City of Inglewood website, as detailed herein.

All Addenda and responses will be issued on the City of Inglewood's "Open Bids and RFPs" web page. To access Addenda and responses, use the following webpage address, and then click on the RFP number listed on the cover page of this document:

<https://www.cityofinglewood.org/Bids.aspx>

The dates provided for posting the responses to Questions are placeholders and there are no dates designated for the release of any specific Addenda. Therefore, interested Proposers should check the above-referenced Purchasing and Services Division's "Open Bids and RFQs" webpage on a daily basis. Interested Proposers with no access to the internet should call the Purchasing and Services Division to inquire about any issued Addenda and responses. It is the Proposer's responsibility to either check the above-referenced City webpage or call the Purchasing and Services Division to obtain any Addenda and responses.

8.6 Protest Procedures

Any protest challenging the City's intended selection or the selection process must be submitted no later than 5:00pm, on the fifth business day following the date of the notice of selection. The protest must be submitted in writing via email to: Michael Tate, Purchasing and Contract Services Manager, at mtate@cityofinglewood.org, and must clearly specify the basis for the protest. The protest will be reviewed by City staff in consultation with the City Attorney's Office, and their determination on the

protest is final. No public hearing will be held on the protest. Time being of the essence, the City reserves the right to proceed with award of Agreement and commencement of the services notwithstanding any protest or legal challenge.

8.7 Conflicts of Interest

Proposers must disclose to the City any actual, apparent, direct or indirect, or potential conflicts of interest that may exist with respect to the Proposer or any team member, any employees of the Proposer or team member, or any other person relative to the services to be provided pursuant to this RFP. This RFP process will be conducted in compliance with all laws regarding political contributions, conflicts of interest, or unlawful activities. City employees and its consultants are prohibited from participating in the selection process for this RFP if they have any financial or business relationship with any Respondent.

8.8 Public Records

The City is subject to the provisions of the California Public Records Act (Govt. Code § 6250 et seq.) (the "Act"), and each Proposal submitted to the City is subject to disclosure as a public record, unless the Proposal or any portion thereof is exempt under the Act. If a Respondent believes that any portion of its Proposal is exempt from disclosure under the Act, it must clearly identify the portion(s) it believes to be exempt and identify the basis for the exemption. Each Respondent bears the burden of proving any claimed exemption under the Act, and by submitting a Proposal, a Respondent agrees to indemnify, defend, and hold harmless the City against any third party claim seeking disclosure of the Proposal or any portions thereof.

9.0 RESERVATION OF RIGHTS; DISCLAIMERS

9.1 Reserved Rights

The City reserves to itself all rights (which rights shall be exercisable by the City in its sole discretion) available to it under applicable law, including without limitation, with or without cause, and with or without notice, the right to:

- (a) provide the financial advisory services in any manner that it, in its sole discretion, deems necessary;
- (b) accept or reject any or all of the Proposals, responses, supplemental information or data, other submittals, or any parts thereof, received from Proposers at any time;
- (c) issue Addenda, supplements, and modifications to this RFP in whole or in part;
- (d) cancel this RFP and procurement without incurring any costs, obligations or liabilities, and, if the City so desires, commence a new procurement for part or all of the Scope of Services;
- (e) terminate evaluations of Proposals received at any time;
- (f) negotiate with a Proposer without being bound by any provision in its Proposal or other submittal provided in connection with this procurement, and suspend or terminate negotiations at any time;
- (g) elect not to commence or continue negotiations with any responding Proposer;
- (h) if the City is unable to negotiate an Agreement to its satisfaction with a Proposer, elect to negotiate in succession with the next highest rated Proposer(s), terminate this procurement and pursue other

- developments or solicitations relating to the financial advisory services for the Project, or exercise such other rights under applicable law, as the City deems appropriate;
- (i) negotiate with a Proposer to include in the Agreement concepts, approaches, ideas, designs, systems, procedures and other matters contained in or derived from any other Proposal, without compensation or liability to the other Proposer;
 - (j) modify, suspend or postpone the procurement process (with appropriate notice to Proposers);
 - (k) request during the evaluation process additional information or clarification or correction of information previously submitted in response to this RFP;
 - (l) require confirmation of information furnished by a Proposer, require additional information from a Proposer concerning its Proposal, and require additional evidence of technical and financial capability to perform the intended scope of services;
 - (m) seek and obtain information or data, from any source, that may assist the City in evaluating the Proposals, and investigate the qualifications and Proposal of any Proposer;
 - (n) appoint evaluation committees to review and make recommendations regarding the Proposals, and seek the assistance of outside experts and consultants in connection with the Proposal evaluations;
 - (o) hold meetings and conduct discussions and correspondence with one or more of the Proposers regarding their Proposals;
 - (p) disclose information contained in a Proposal to the public;
 - (q) approve or disapprove additions, deletions or changes in the organization, firms and/or key personnel identified in the Proposal of any Proposer;
 - (r) accept a Proposal other than that which requests the lowest payment rates from the City;
 - (s) waive informalities, irregularities, deficiencies and omissions in or in connection with Proposals;
 - (t) accept and review a non-conforming Proposal;
 - (u) modify any dates set or projected in the RFP;
 - (v) not issue a notice to proceed after execution of the Agreement;
 - (w) disqualify any Proposer for violating any rules or requirements of the procurement set forth in this RFP, or in any other communication from the City in connection with this procurement;
 - (x) exercise any other right reserved or afforded to the City under this RFP or applicable laws or regulations; and,
 - (y) add or modify the City's reserved rights in Addenda to this RFP.

9.2 Disclaimers

This RFP does not commit the City to enter into a contract or proceed with the procurement described herein. In no event shall the City be bound by, or liable for, any obligations with respect to the project and services described herein until such time (if at all) that a contract, in form and substance satisfactory to the City, has been authorized by the City Council and executed by the City.

In submitting a proposal in response to this RFP, Proposer is specifically acknowledging and accepting the foregoing disclaimers.

10.0 APPENDICES AND ATTACHMENTS

<https://www.cityofinglewood.org/1436/8749/Appendices---City-Forms>

<https://www.cityofinglewood.org/1437/8750/Technical-Appendix>

Appendix A: Designation of Subcontractors
Appendix B: References Template
Appendix C: Declaration for the Proposer
Appendix D: Non-Collusion Declaration
Appendix E: Extension of Contract to other public agencies
Appendix F: Envision Inglewood – Overview Presentation
Appendix G: ITC EIR Operations Systems Report
Appendix H: ITC TIRCP Grant Application
Appendix I: ITC Notice of Preparation Notice
Appendix J: Envision Inglewood Locally Preferred Alternative Report
Appendix K: Envision Inglewood Locally Preferred Alternative Report – Technical Appendices
Appendix L: ITC Initial Study
Appendix M: ITC Initial Study – Technical Appendices
Appendix N: ITC Public Scoping Meeting Presentation – July 26,2018
Appendix O: City of Inglewood Council Briefing – June 26, 2018
Appendix P: Stakeholder Meeting Presentation – June 06, 2020
Appendix Q: Preliminary Market Street Alternative Concepts
Appendix R: Proposed ITC Workshop Presentation
Appendix S: Preliminary ITC Design Guidelines
Appendix T: Preliminary Concepts – EIR
Appendix U: Preliminary Design Presentation
Appendix V: Proposed ITC Station Options