City of Lakewood, California

April 17, 2025

A REQUEST FOR PROPOSAL TO PROVIDE CONSULTANT SERVICES FOR PREPARATION OF A FEASIBILITY STUDY FOR INCLUSIONARY HOUSING FEES FOR MIXED-USE AND MULTI-FAMILY RESIDENTIAL DEVELOPMENTS IN THE CITY OF LAKEWOOD



Important RFP Dates RFP issued on: April 17, 2025 Deadline to submit general questions and information requests: April 30, 2025 Responses to questions posted by: May 8, 2025 Due date to submit proposals: May 22, 2025 Proponent interviews to begin (anticipated): June 9, 2025 Contract awarded (anticipated): June 24, 2025 Begin consulting services (anticipated): June 25, 2025 Project completion date (anticipated): November 25, 2025

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I. Introduction.

A. Overview

The City of Lakewood, hereinafter referred to as the "City", is requesting submission of Proposals from qualified firms or individuals, hereinafter, referred to as "Proponent," to provide professional consulting services to the City.

The City seeks preparation of an Inclusionary Housing Fee feasibility study. Housing Element Program A-6 requires preparation of an inclusionary zoning feasibility study to identify appropriate inclusionary requirements that will not constrain housing production. If warranted, the City will develop and amend the Zoning Ordinance to establish inclusionary housing requirements so that new developments reserve up to 15 percent of the total units for lower- and moderate-income households.

B. City Profile.

The City of Lakewood is located in the greater Los Angeles metropolitan area, approximately 25 miles southeast of the Los Angeles civic center, is part of Gateway Cities Council of Governments (GCCOG) subregion, and is within the Southern California Association of Governments (SCAG) region. Lakewood is contiguous to the jurisdictions of Long Beach, Bellflower, and Cerritos, which are to the north, La Palma and Cypress to the east, Hawaiian Gardens and Long Beach to the south, and Long Beach to the west.

Incorporated on April 16, 1954, the City of Lakewood is known for its "Lakewood Plan." The new city needed to immediately provide municipal services such as police, fire, sewer, water, and street maintenance. To accomplish these goals, Lakewood's decision-makers decided on an innovative technique called the "contract system for municipal services," which has since been entitled, "The Lakewood Plan." By contracting with the County of Los Angeles and private businesses, "The Lakewood Plan" allows the City to offer superior, cost effective municipal services. "The Lakewood Plan" has served as a model for many cities throughout Los Angeles County and the State.

About two-thirds of Lakewood's housing units were constructed in the 1950's. There were 18,301 housing units in 1960. By 1970, the number of housing units increased to 24,208. Since that time, less than 4,000 new housing units were constructed as the amount of available land decreased significantly.

C. City of Lakewood's Vision Statement and Mission Statement.

<u>City's Vision Statement</u> - To be a welcoming and thriving community where everyone can live, work and play in a safe and healthy environment.

<u>City's Mission Statement</u> - To enhance the quality of life of the Lakewood community by providing efficient public services that are responsive and fiscally prudent and with a commitment to legendary customer service.

To read about the City's Values Statements and Goals, visit: https://www.lakewoodcity.org/Government/Vision-Mission-and-Values

D. City Expectations - The Proponent will conduct a Feasibility Study and prepare a Nexus Report evaluating whether an Inclusionary Housing In-Lieu Fee should apply to new mixed-use and multifamily developments in the City. The Proponent will also evaluate how such a fee would translate into a "alternative compliance" equivalence measures, such as donating land for Inclusionary Housing purposes. The Proponent will also review the 15% percentage of Inclusionary Housing units required for mixed-use forsale or rental residential developments and multifamily for-sale or rental residential development projects as described in Housing Element Program A-6

II. Scope of Work

The Proponent shall prepare and submit a Feasibility Study and prepare a Nexus Report with consideration to applicable State and Federal laws. The Proponent will coordinate with the Community Development Department and the Feasibility Study is subject to review and recommendation of the Planning and Environment Commission to the City Council.

- A. Project Schedule
 - 1. The Proponent shall develop a timeline schedule to prepare the Feasibility Study and Nexus Report. The project schedule shall identify all project stages including:
 - a. Review the City's 2021-2029 Housing Element, particularly Program A-6
 - b. Public Outreach/Stakeholder Meetings/Presentations
 - 1. A kick-off meeting with City staff to discuss and refine the scope of services;
 - 2. Attend not less than two (2) public meetings with developers and stakeholders;
 - 3. Attend not less than two (2) public meetings with the Planning and Environment Commission;
 - 4. Attend not less than a two (2) public meetings with a City Council;
 - c. Compare the City's recommended required percentage of affordable units, the In-Lieu Inclusionary Housing Fee, and mixed-use linkage fees with that of other, similar cities located in the Gateway Cities Council of Governments (GCCOG) subregion, and the Southern California Association of Governments (SCAG) region.
 - d. Prepare and analyze hypothetical development projects/proforma including adequate profit margins.
- B. Deliverables
 - 1. Prepare and e-mail one (1) electronic copy of the Proposal both in Microsoft Word format and one (1) Portable Document Format (PDF).
 - 2. A Draft Nexus Report.
 - 3. Prepare and deliver an Administrative Draft (Screen-check Draft) Feasibility Study to incorporate comments received from public outreach events, surveys, stakeholder meetings, presentations, staff comments, and e-mail one (1) electronic copy of the Proposal both in Microsoft Word format and one (1) Portable Document

Format (PDF) to City staff for review and revisions prior to distribution to the Planning and Environment Commission, the City Council, the public, and stakeholders for further review and comment. The Proponent shall coordinate with City staff to ensure the Feasibility Study does not conflict with the Lakewood Municipal Code. The Proponent shall utilize the Microsoft Word's Track Changes feature for all revisions and corrections

- 4. Prepare a Final Draft Feasibility Study. The Final Draft shall include responses and from responsible agencies, City staff, the Planning and Environment Commission, City Council, the public, and stakeholders.
- 5. Submit an Executive Summary with clear findings about the economic viability and recommendations on the required percentage of affordable units in new mixed-use and multifamily residential developments and corresponding Inclusionary Housing In-Lieu fees.
- 6. Attend, present, and participate in Planning and Environment Commission meetings, City Council meetings, workshops or study session meetings, City staff meetings, and public meetings as required by the City;
- 7. Prepare public meeting presentation materials, memos, letters, and other documents as in coordination with City staff;
- 8. Provide e-mail progress reports to City staff bi-weekly;
- 9. Assist in the preparation of staff reports and exhibits for the Planning and Environment Commission and the City Council as necessary;
- 10. The Proponent shall provide and maintain an Internet-based folder for all project materials accessible to City staff and the Proponent. The Internet-based folder shall remain accessible for ninety (90) calendar days following adoption of the Feasibility Study by the City Council.
- 11. The Proponent shall prepare a final adopted version with the date of adoption displayed on the front cover and throughout the document to distinguish it as the official document from other versions of the Feasibility Study. The Proponent shall e-mail one (1) electronic copy of the Proposal both in Microsoft Word format and one (1) Portable Document Format (PDF) for distribution as needed.
- 12. Project Website. Information related to the Feasibility Study will be distributed through a dedicated webpage on the City's website. The website will serve as a repository of documents for all documents, including surveys, notices, draft and final objective design standards for use by the general public and the City. The City will manage the website and the Proponent shall furnish graphics, materials, and other related information in a format specified by staff.
- III. Proponent Information
 - A. Proponent Selection Timeline.

The following table is the City's tentative schedule for selecting a Proponent, preparing and completing the Feasibility Study:

Activity	Due Date
RFP issued	April 17, 2025
Deadline to submit general questions and	April 30, 2025
information requests	

Responses to questions posted by City	May 8, 2025
Due date to submit Proposals	May 22, 2025
Proponent interviews to begin (anticipated)	June 9, 2025
Contract awarded (anticipated)	June 24, 2025
Begin consulting services (anticipated)	June 25, 2025
Project completion date (anticipated)	November 25, 2025

B. Proponent Interview.

Proponents considered most qualified to provide the required services may be requested to participate in an oral interview at the City's discretion. Applicants will be notified in writing of the time and place for the interview. It is expected that key members of the engagement team (owner, partner, manager, senior personnel, and/or project manager) be present for the interview process. Failure to appear for the oral interview may be cause to disqualify the Proponent from further consideration.

C. Travel Expenses.

The City shall not reimburse awarded Proponent for local travel related expenses; therefore, any such costs must be included in the rates set forth in the fee schedule. However, the City may, at its own discretion, provide reimbursement for reasonable <u>pre-approved by the City</u> for travel out of area to and reimbursement shall be limited to airfare and hotel expenses only. Proponents submitting expense reimbursement requests to the City shall include on their invoices detailed information including description, date of the expense, business purpose and amount prior to such travel date. Travel related expenses shall be reimbursed at direct cost, but not to exceed the Federal per diem rate as established by the U.S. General Services Administration (www.gsa.gov/perdiem), plus applicable taxes. Proponent shall attach supporting documents substantiating all expenses such as itemized receipts, paid invoices, or paid credit card statements (if description has sufficient detail). All requests for travel-related expense reimbursement shall be pre-approved by the City Manager or his/her designee.

IV. Project Budget

The proposal shall include a not-to-exceed amount that stays within the City's budgeted amount of \$148,000. The Proponent may propose optional services that extend beyond the Scope of Work as contained in this RFP that serve to enhance the Objective Design Standards or that seek to improve the customer experience while working with the Objective Design Standards. The City reserves the right to select some or none of any optional services proposed by the Proponent.

V. Instructions for Submitting Proposals

A. Submit Proposal and Fee Schedule.

It is the responsibility of the Proponent to ensure the Proposal is delivered on time to the Director of Community Development. Any Proposal received after the deadline will be disqualified and will not be considered. Proposals sent via facsimile, email, or hard copies will not be accepted.

B. Examination of the RFP Content.

By submitting a Proposal, the Proponent represents that it has thoroughly examined and become familiar with the contents of this RFP and the City's Mixed-Use and Multiple-Family Residential (M-F-R) ordinances, and that it is capable of performing high quality work to achieve the City objectives. The submission of a signed Proposal shall be considered an agreement to all the terms, conditions, and specifications provided in the RFP.

- C. The Proposal shall contain all of the following components:
 - 1. Sample Agreement: A Sample of Standard Agreement is attached (Exhibit A) for the purpose of informing the Proponent of the fixed, predetermined, standard contract provisions with which they will be required to comply. These provisions are subject to revision by the City at any time prior to the signing of the agreement;
 - 2. Exceptions: If the Proponent suggests alternatives or states exceptions to any term or condition in the Agreement, or to any provision or recurrent of the RFP, such alternative or exception shall be clearly stated and identified in the submitted Proposal. Otherwise, the successful Proponent will be expected to sign the Agreement upon award of the contract. Any alternative Proposal must satisfy all minimum qualifications specified in the RFP. The City expressly reserves the right, in its sole discretion, to (1) reject a Proposal containing any exception or alternatives as non-conforming, or (2) accept any Proposal alternative or exception and to award a contract based there on if determined to be in the best interest of the City; and
 - 3. Additional Information and Services. The City reserves the right, where it may serve the City's best interest, to request additional information or clarifications from Proponents. The scope of services describes the minimum work to be completed. Upon final selection of the Proponent, the Scope of Work may be modified and refined during negotiations with the City.
 - 4. Proposal Signature: The Proposal shall include a Cover Letter signed by an official authorized to bind on behalf of the Proponent. The Cover Letter shall include:
 - a. The Proponent's business name, mailing address, telephone number, and e-mail address;
 - b. The Proponent's point of contact;
 - c. The printed name and title of the official signing on behalf of the Proponent;
 - d. A statement that the Proposal shall remain valid for no less than 120 calendar days form the date the Proposal is received by the City;
 - e. If the Proponent is a corporation, the official signing the Proposal must be empowered by the Proponent to do so. A copy of the corporate resolution or minutes authorizing the official to sign on behalf of the corporation shall be submitted with the Proposal;
 - f. The name the Proponent's principal or project manager within the Proponent's firm who will have direct and continuous responsibility for this project. The principal or project manager shall be the contact point

for City staff for all matters related to this project and shall oversee all day-to-day activities for the project; and

- g. The expected percentage of involvement of the principal or project manager and other Proponent staff will have in carrying out the scope of services.
- 5. The Proposal shall contain the following:
 - a. a list of any and all subcontractors who will be hired by the Proponent as part of the project, and a summary of key personnel, experience, and qualifications of the subcontractor;
 - b. Resumes for the principal or project manager and each Proponent staff;
 - c. A description of the Proponent's firm, organizational structure, location of the principal office, and other pertinent information;
 - d. A not-to-exceed cost, with the total amount clearly indicated, and an itemized cost estimate for each component of the project broken down by staff level and required staff hours. Attendance at all public meetings, workshops, and hearings identified in this RFP shall be included in the Proposal;
 - e. The hourly rates for all Proponent staff and subcontractors assigned to this project, a sample invoice, methodology for addressing billing disputes, and whether overhead costs are factored into hourly rates or charged in addition to hourly rates;
 - f. A list of public agencies for which the Proponent has successfully completed ODS within the past five (5) years. The name of the public agency, contact person, address, and telephone number for which the ODS were prepared shall be included in the Proposal;
 - g. Provide a list of any and all litigation, including personal and property, involving the Proponent's firm in the last five (5) years;
 - h. The Proposal shall disclose any conflict of interest, or any matter they may be perceived as a conflict of interest, that the Proponent may have in carrying out the services described in the Agreement;
 - i. Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, may render the Proposal of such Proponents void;
 - j. The selected Proponent shall obtain and maintain a business license from the City of Lakewood for the entire duration of the Agreement;
 - k. The Proponent shall comply with all existing State and Federal labor laws. The selected Proponent shall be responsible for compliance with all applicable OSHA standards and requirements. The Proponent shall be responsible to ensure that all of its subcontractors comply with the requirements as stated in this RFP and the Agreement;
 - 1. All responses, proposals, and information submitted by the Proponent shall become public record upon contract award. Proposals shall not be marked as confidential or proprietary. Regardless of any materials submitted by the Proponent marked as confidential, proprietary, or another term of similar meaning, information in Proposals shall become

part of the public record and subject to disclosure without further notice to the Proponent. The City shall not be liable for the disclosure of any such materials or records;

- m. The Proponent shall not, in any way, be considered to be an officer, agent, or employee, of the City; and
- n. Acknowledgement that any and all documents, records, drawings, designs, specifications, development by the Proponent shall become the property of the City, but may be used by the Proponent as a portfolio reference.
- 6. Any questions, interpretations, or clarifications about any portion of this RFP must be requested in writing (by the deadline indicated in the RFP Proposal Timeline). All written questions will be answered in writing and conveyed to all Proponents in writing via the City website. Oral explanations or instructions shall not bind the City.
- 7. Proposal Withdrawal Proponent agrees that failure on its part to list all cost components related to the service will not be accepted by the City as an acceptable justification to re-quote the Proposal. Proponent acknowledges that the original Proposal and costs provided stand. However, Proponent has the option of withdrawing a Proposal at any time until a final Contract is awarded. The City reserves the right to not consider any re-submitted Proposal which had previously been withdrawn.
- VI. Selection Process

Issuance of this RFP and receipt of Proposals to this RFP shall not be construed the City will award a contact or pay costs incurred in responding to this RFP. The City reserves the right to accept of reject the combined or separate component of Proposals in part of in entirety and waive any informality in any submittal. All submittals requirements contained in this RFP must be fulfilled and completed and, any omission must be identified and explained, otherwise the submittal may be rejected. The City reserves the right to postpone the review of the Proposal for its own convenience or to accept or reject any or all Proposals received in response to the RFP of to award a contract based on the Proposal that best meets the City's needs.

1. **Proposals are due on or before 5:00 PM, May 22, 2025**. The City reserves the right to reject late submittals. Proponents shall e-mail one (1) electronic copy of the Proposal both in Microsoft Word format and one (1) Portable Document Format (PDF) of the Proposal to:

City of Lakewood Paul Kuykendall, AICP, Senior Planner <u>pkuykendall@lakewoodcity.org</u>

- 2. Proposals are to be evaluated by the City of Lakewood's staff members.
- 3. Interviews will be held with those firms whose Proposals most closely match the City's Expectations and the content of the RFP.

- 4. Staff will recommend the final selection to the City Council, which will review and approve a contract for professional services (the Agreement).
- 5. No oral, telegraphic, electronic mail, facsimile, or telephonic Proposals or modifications will be considered unless specified. The City shall not be responsible for any delays in mail or by common carriers or by transmission errors or delays or mistaken delivery. Delivery of Proposals shall be made at the office specified in this Request for Proposal. Deliveries made before the Submittal Deadline, but to the wrong City office, will be considered non-responsive unless re-delivery is made to the office specified before the Submittal Deadline. All Proposals shall become the property of the City.
- VII. Disclosures, Insurance, and Indemnifications

The Agreement between the selected Proponent and the City must include insurance and indemnifications. Insurance limits will be provided to the Proponent by the City prior to the award of the contract. Proof of insurance is not required with the submittal of the Proposal but will be required prior to the award of the contract.

- 1. The City will provide to the Proponents, prior to execution of the Agreement, the contract insurance requirements for Commercial General Liability, Automobile Liability, Workers Compensation, Professional Liability and Endorsements.
- 2. The Proponent shall notify the City in writing when the Proponent seeks to change key personnel identified in the Proposal. The Proponent shall not change subcontractors without prior written approval from the City. The City reserves the right to reject any and all changes to key personnel and/or subcontractors. The City reserves the right to renegotiate the Agreement for these services if there are any changes to key personnel or subcontractors.
- 3. Provide a list of any and all litigation, including personal and property, involving the Proponent's firm in the last five (5) years.
- 4. The Proposal shall disclose any conflict of interest, or any matter they may be perceived as a conflict of interest, that the Proponent may have in carrying out the services described in the Agreement.
- 5. Any evidence of agreement or collusion among Proponents, acting illegally to restrain freedom of competition by agreement to propose a fixed price, or otherwise, may render the Proposal by such Proponents void.
- 6. The selected Proponent shall obtain and maintain a business license from the City of Lakewood for the entire duration of the Agreement.
- 7. The Proponent shall comply with all existing State and Federal labor laws. The selected Proponent shall be responsible for compliance with all applicable OSHA standards and requirements. The Proponent shall be responsible to ensure that all of its subcontractors comply with the requirements as stated in this RFP and the Agreement.
- 8. All responses, Proposals, and information submitted by the Proponent shall become public record upon contract award. Proposals shall not be marked as confidential or proprietary. Regardless of any materials submitted by the Proponent marked as confidential, proprietary, or another term of similar meaning, information in Proposals shall become part of the public record and subject to disclosure without

further notice to the Proponent. The City shall not be liable for the disclosure of any such materials or records.

- 9. The Proponent shall not, in any way, be considered to be an officer, agent, or employee, of the City.
- 10. All documents, records, drawings, designs, specifications, development by the Proponent shall become the property of the City, but may used by the Proponent as a portfolio reference.
- VIII. Availability of Background Information

The link to the City of Lakewood Municipal Code is available on the City's website at: <u>https://www.lakewoodca.gov/Building-Planning/Zoning-Planning-and-the-</u> <u>Municipal-Code/2021-2029-Housing-Element</u>.

The link to the City of Lakewood Municipal Code is available on the City's website at: <u>https://www.lakewoodca.gov/Government/City-Documents/Municipal-and-Zoning-Code</u>.

To read about the City's Values Statements and Goals, visit: https://www.lakewoodcity.org/Government/Vision-Mission-and-Values.

IX. General Questions and Information Requests

All general questions and/or information requests should be directed to Paul Kuykendall, AICP, Senior Planner by e-mail at <u>pkuykendall@lakewoodcity.org</u> or by U.S. Mail to:

City of Lakewood Paul Kuykendall, AICP, Senior Planner 5050 Clark Avenue Lakewood, CA 90712

All requests for information and/or general questions shall be submitted in writing no later than April 30, 2025.