

REQUEST FOR PROPOSALS FOR A PUBLIC-PRIVATE PARTNERSHIP

Partnering with a Private Developer to enter into a Long-Term Ground Lease to Develop 31.5-acres

RFP Distribution/Advertisement: March 2, 2016

Submittal Conference: Week of March 14, 2016

RFP Submittal Deadline: April 15, 2016



**University Glen 31.5-Acres Offering
CSU-Channel Islands – Camarillo, California**



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<http://www.csuci.edu/ci-2025/request-for-qualifications.htm>

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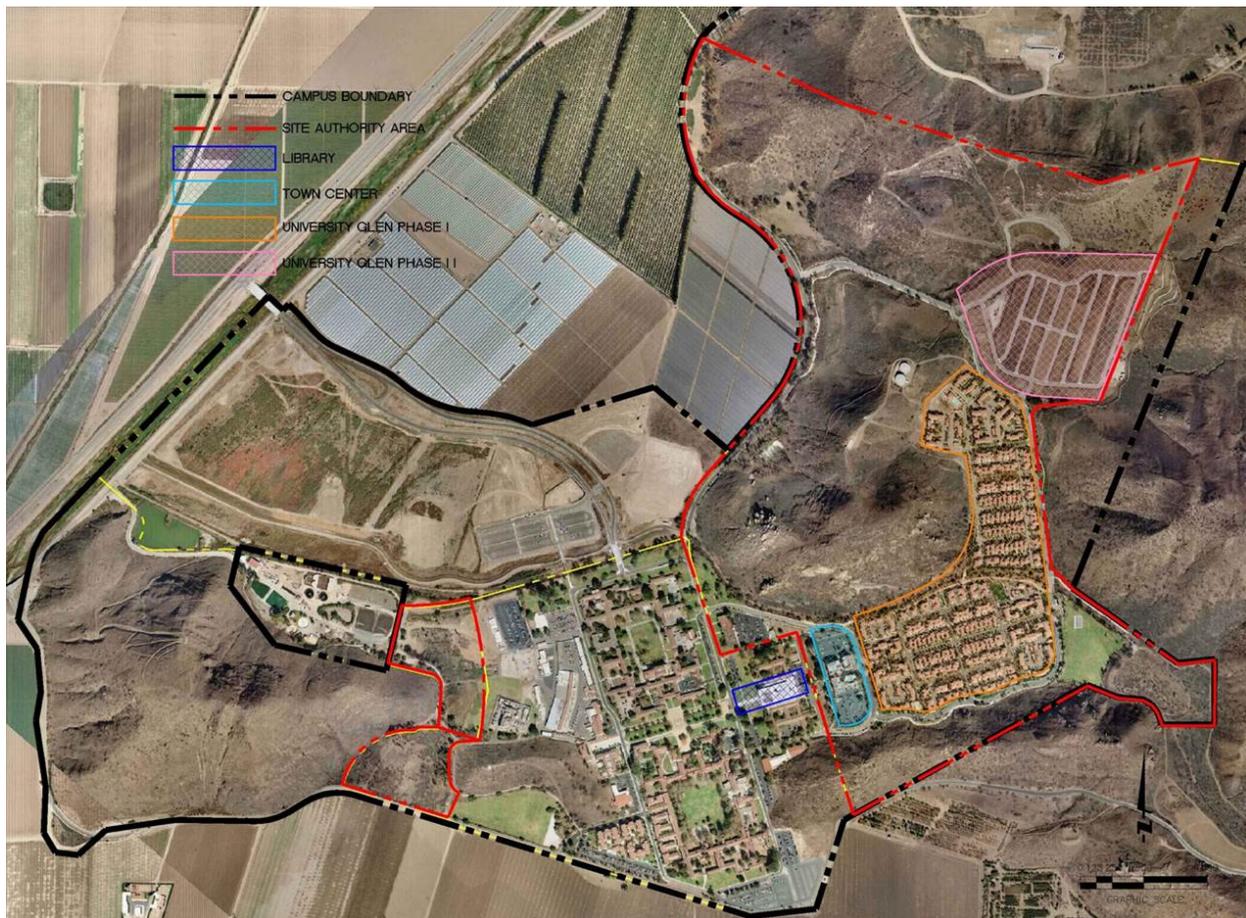
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1.0 Introduction & Overview

The California State University Channel Islands Site Authority is seeking proposals from those teams shortlisted as part of the University's recent RFQ process to identify a qualified private investment partner who wishes to enter into a long-term ground lease for the development of 31.5 acres of land, which are currently owned by the California State University, Channel Islands Site Authority.

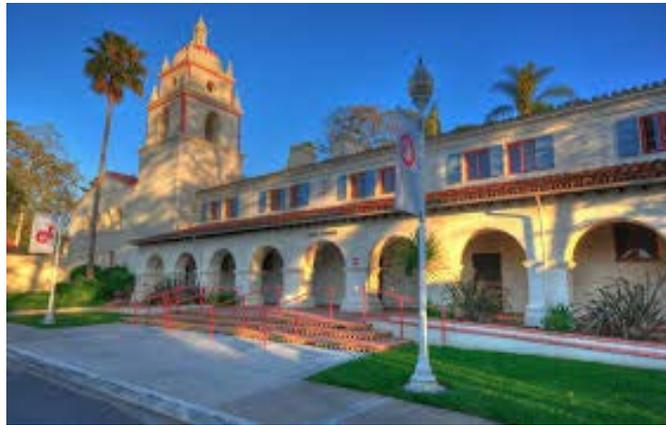


The Site Authority issued the RFQ on December 11, 2015 to qualify and shortlist potential development teams to progress to this RFP phase. The respondents to the RFQ were asked to provide their visions for acquiring and developing the 31.5-acres of partially improved land as well as maintaining and operating the proposed development. The respondents were required to provide detailed information regarding their proposed development teams (subject to certain minimum requirements) in addition to demonstrating financial capability and a history of comparative projects. This RFP has been issued to those teams which successfully met the minimum qualification as outlined in the RFQ.

1.1 University Overview

The California State University (“CSU”) system serves a total of 445,000 undergraduate and graduate students at its 23 campuses located across the state. California State University Channel Islands (“CI” or “University”) is a four-year, public university near Camarillo, California, and is the newest of 23 campuses in the CSU system.

The University has developed CI 2025, a vision plan for the future (“Vision Plan”) to accommodate the doubling of student enrollment from 5,000 to 10,000 Full-Time Equivalents (“FTE”). The Vision Plan establishes guiding principles and objectives while outlining the physical improvements desired on its approximately 1,200-acre campus (305 acres developable) to achieve this enrollment goal by the year 2025. A key component of this vision is to support



the development in a manner that uses sustainable design to provide buildings and grounds that cultivate a superior quality education, while, at the same time, enhancing a multi-cultural and stimulating educational environment with an international perspective. To support the enrollment growth, capital expansion is needed for student housing options, parking, an athletics facility and events center, a performing arts venue and additional inter-disciplinary academic/research space.

1.2 Purpose of Solicitation

The University Glen master-planned community was designed to provide 900 residential units and 31,000 square feet of retail and commercial space in the Town Center located adjacent to the campus. To date, the Town Center and 658 of the residential units have been developed, of which 184 are single-family attached and detached for-sale homes and 474 are rental apartments. The University Glen community is a beautiful development nestled in a serene location with a unique amenity package and community safety afforded by its proximity to the University. The Vacancy Rate is low and demand is strong for units as they become available.



To support the need to finance future campus development and provide excellent operational support for the University Glen community, the Site Authority seeks to enter into a public-private partnership

with a private investor to develop the 31.5 acres which is referred to as Phase 2 of the University Glen Community.

1.3 Site Authority's Objectives

Through this Request for Proposals, the Site Authority seeks to achieve the following objectives:

- Enter into a long term partnership with a highly-qualified and financially-strong developer to develop the new housing and additional amenities on the 31.5-acres (Phase 2 of the University Glen Community);
- Maximize sales price for transfer of the leasehold interest for investment in University campus improvements and cash flow stability;
- Maximize ground rent revenue to the Site Authority for the duration of the ground lease term (on an NPV basis) for University campus improvements and cash flow stability;
- Identify a long term partner that will maintain the high standards for housing, community relations, management and maintenance of the property;
- Provide a portion of the housing prioritized for University faculty and staff;
- Incorporate environmentally sustainable operating and maintenance practices; and
- Maintain a strong sense of place and community for all residents.

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2.0 Solicitation Schedule, Instructions and Project Manager

2.1 Solicitation Schedule

The solicitation, receipt and evaluation of the RFP responses and the process for selecting a team are anticipated to follow the time frame below. The University reserves the right to alter the dates below at any time. In the event of any change to the schedule below, appropriate and timely notification will be made to registered parties.

Issuance of the RFP	March 2, 2016
Deadline for Submittal of Questions regarding the RFP	April 8, 2016
Submittal Due Date for RFP	April 15, 2016
Interviews of teams	May 2016
Identification of Preferred Development Team	May 2016

A mandatory pre-submittal conference will be held the week of March 14, 2016. The conference will be held on the campus at CSU Channel Islands. Shortlisted teams will be notified regarding the location and date of the pre-submittal conference.

The Site Authority may, during the solicitation process, post addendums to this RFP. It is the responsibility of each respondent to continuously check the website for any addendums that may be posted.

2.2 Submission Instructions

Submissions shall not exceed a total of 75 pages, including any appendices and required forms, using a minimum type size of 11. The respondent shall submit one (1) "high quality" digital PDF file no later than: **FRIDAY, APRIL 15, 2016, by 4:00 pm** directly to:

Valerie Patscheck
Dir. Procurement & Logistical Services
One University Drive – Lindero Hall Room 1807
Camarillo, CA 93012
E-mail: valerie.patscheck@csuci.edu

Incomplete submittals, incorrect information or late submittals may be cause for disqualification. Copies received by fax will not be accepted. It is the respondent's responsibility to make sure that their submission is received in the Procurement & Logistical Services department before the submittal due date and time. Submissions received after the due date and time will be returned to the vendor

unopened. The University assumes no responsibility for the delays caused by the United States Post Office, any form of express mail courier or the CI mail service.

2.3 Site Authority Contact

Interested parties should direct inquiries and submit the RFP response (Marked and Entitled “Public-Private Partnership - 31.5-Acres”) to:

Valerie Patscheck
Dir. Procurement & Logistical Services
One University Drive – Lindero Hall Room 1807
Camarillo, CA 93012
E-mail: valerie.patscheck@csuci.edu

All questions and communications should be sent directly to the Project Manager listed above. No other communications with University officials or staff should take place during the selection process in an effort to influence the outcome. Any attempt to do so could result in the disqualification of the respondent’s proposal. Specific questions regarding the RFP contents should be sent via e-mail to ensure appropriate tracking and response.

3.0 Description of Investment Opportunities

This RFP presents the opportunity to develop 31.5-acres of partially improved land.

3.1 Site Description of 31.5-Acres of Partially Improved Land

The University Glen master planned community contemplated a second phase of housing to be built but, due to the economic recession, the project did not move forward. While the parcel remains underdeveloped the site does have partial improvement for infrastructure and grading.



The original plan for Phase 2 contemplated the development of 120 attached and 122 detached for-sale homes (roughly 558,000 gross building square feet). The Site Authority has partially improved the site with road, electrical, cable, gas and water infrastructure for the originally-planned development of the 242 single-family units. The Site Authority is interested in identifying a development

partner to finish the development of University Glen Phase 2. The Site Authority is open to alternative uses including multifamily, senior housing, a revised single-family development proposal or a mix of uses on the site.

Currently, according to the California State University Channel Islands Specific Reuse Plan, the 31.5 acre parcel is zoned for low to low-medium density, allowing for up to 10 housing units per acre. However, the University is willing to entertain an increase in density given various proposed development plans including a multifamily, senior-housing, a revised single-family development scheme or a mix of uses on the 31.5-acres.

The ideal project will develop the 31.5-acres of University Glen Phase 2 so that the new development seamlessly integrates into and enhances the community.

The Site was shovel-ready in 2008, but all pads will need to be re-certified before development. No work has been completed on the Site since 2008, however the parcel has been maintained with brush clearance. The Site is currently being leased for the storage of automobiles to an outside vendor.

As mentioned, the Phase 2 site had been planned for 242 units, but the Site Authority is open to proposals that increase the density on the site. Increasing the density of development in Phase 2 will

require a new Environmental Impact Report (EIR) that will study traffic impacts, water supply and a variety of other factors required by the California Environmental Quality Act (CEQA). It is anticipated that the process to amend the EIR could take 7 to 12 months including all public outreach and public hearings. Additionally, because the Phase 2 infrastructure was designed to accommodate 242 units, certain modifications to the infrastructure may be required to accommodate an increase in housing units.

The utility systems for University Glen Phase 2 have been installed with the road infrastructure, and are stubbed out in accordance with the original development plan. Increasing the number of units may have an impact on the infrastructure systems, depending on the extent of the increase and the overall layout of the new development. Assuming all expanded development retains the existing road layout, it should be possible to retain the majority of the existing infrastructure backbone.

3.1.1 Specific Development Requirements

The Site Authority desires to see the 31.5-acres developed with certain amenities such as University-serving flexible space or other community-serving space that would enhance the development of the 31.5-acres as well as the overall University Glen Community. Through these amenities and community serving spaces the Site Authority seeks to tie the overall University Glen community to the University in order to create a more vibrant and active community. The Site Authority request that respondents include the following:

- Consider the development of a Child-Care facility that could serve both the residents of University Glen community and the University. On Channel Islands Drive, next to the existing University Glen Phase I residential community, there is a field which may be suitable for the development of a Child-Care facility. The Site Authority is open to considering other suitable locations.
- Incorporate into the development multi-use spaces which could accommodate space for community meetings of groups up to 100 or 150, as well as other community-serving facilities.
- Incorporate into the development spaces that can be used for active uses such as fitness rooms and fitness classes, as well as space for other community activities;
- Incorporate into the development spaces for community gathering and spaces that create a sense of community. The Site Authority desires to see spaces both indoors and outdoors.

The Site Authority is interested in exploring the possibility of incorporating Age-Restricted Senior Housing on a portion of the developments. It is requested that respondents analyze the feasibility on incorporating the use into the development and provide to the Site Authority the rational for including or not including such as use.

Additionally, the Site Authority is interested in exploring the possibility of incorporating a mix of housing including for-sale and for-rent. It is requested that respondents analyze the feasibility of incorporating a mix of housing into the development and provide the Site Authority the rational for including or not include a mix of uses.

3.2 Design Guidelines

3.2.1 Campus Master Plan

The Master Plan lays out guidelines for architectural aesthetics for the campus and future developments. These guidelines provide illustrative examples of key character-defining elements of Mission Revival and Spanish Colonial Revival styles. These guidelines are not intended to curb creativity but instead to inspire and guide new building designs that are architecturally consistent with the established campus vocabulary.

It is expected that any proposal for the Phase 2 development on the 31.5-acres will respect and adhere to the standards set out in the Master Plan document.

3.2.2 Community Development Area Specific Reuse Plan

The Specific Reuse Plan (Appendix A.3) was prepared to guide the future development of portions of the CI campus. The document provides a comprehensive description of the land use, circulation, infrastructure, design guidelines, development standards and implementation programs for the land area within the Specific Reuse Plan. All future development will be required to be consistent with the provisions of the plan, its supporting environmental impact report and the Trustees-approved physical master plan for CI.

The Site Authority is willing to entertain an increase in density given various proposed development plans, but respondents should recognize that any proposed changes would require an amendment to the Specific Reuse Plan and related environmental reports.

3.2.3 Entitlement Process

The California State University Board of Trustees is the local land use authority with regard to all campus lands. The selected developers will work with the University to entitle the proposed project(s) and work with the University on any amendment to the Campus' Specific Reuse Plan and related environmental reports which may be required in order to develop the proposed project(s).

It is anticipated that any amendment to the Specific Reuse Plan or EIR may take 7 to 12 months to complete, including all necessary public outreach and formal approvals. It is expected that the selected development team will be responsible for paying the cost of any amendment to the plan and associated EIR as a result of the proposed development. Additionally, the selected developer will be required to participate in all public outreach and public hearings related to any proposed amendment.

3.3 Environmental Sustainability and Conservations

The University and Site Authority are currently subject, and will be subject to in the future, certain CSU imposed, or State of California imposed environmental and conservation regulations. It is expected that the successful respondent will work in conjunction with the University and Site Authority to implement and comply with all regulations that are imposed by the State, the CSU system, the University, the Site Authority, or any local municipality, governmental agency or utility.

In recent years, the Camrosa Water District has enacted certain ordinances, resolutions and guidelines in an effort to conserve water due to a state-wide drought in California. Appendix A.4, A.5, and A.6 are the resolutions and rules and regulations governing the provision of water and sanitary services during water emergencies. It is will be up to the selected development team to fully understand, comply and implement these polices in any future development.

3.4 Property Due Diligence

Every effort has been made to confirm the accuracy of the information contained in this document and its attachments. While the Site Authority believes all information in this document is correct, it does not guarantee the accuracy and assumes no responsibility for any inaccuracies. Potential respondents are encouraged to perform their own due diligence and investigations prior to submitting any response.

4.0 RFP Requirements & Developer Responsibilities

A complete, concise and professional response to the RFP will enable the Site Authority's Selection Committee to identify the most qualified development teams and will be indicative of the level of the respondent's experience and commitment to the proposed project. Respondents must demonstrate their project concept, design and supporting financing plan necessary to successfully design and develop the proposed project(s) as further described in Section 4.

The respondent should follow the format described below. The contents of the submittal must be clear, concise and complete. Submissions shall not exceed a total of 75 pages, including any appendices and required forms, using a minimum type size of 11.

Each section of the RFP response should be tabbed and labeled in the order show below.

4.1 Submittal Cover

The submittal cover should include the title of the RFP, submittal date, the lead respondent, principal contact, address, telephone number, fax number, email address and web site address if applicable.

The Cover Letter shall be signed by a principal or officer authorized to represent and commit on behalf of the firm(s). The letter must acknowledge that the site will be subject to a non-subordinated long-term ground sub-lease without option to purchase.

4.2 Table of Contents

The table of contents should be complete and clear indicating section headers and pages.

4.3 Proposed Ground Sub-Lease Terms

Respondent should provide a detailed proposal for ground sub-lease payments for the Site based on the information provided in respondent's pro-forma (Section 4.6). Critical elements of the ground lease proposal will include, but not be limited to:

1. Total monthly / annual amount of ground lease payment;
2. Term of ground lease (Site Authority will consider a lease term of between 60 to 99-years);
3. Timing of the start of ground lease payments and any contingencies associated with the proposed timing;
4. Periodic adjustments to ground lease payment amount and cause for adjustment; and
5. Proposals for a bulk / upfront payment.

The form of ground sub-lease which will be utilized for the CSU public-private partnership projects is attached in Appendix B. Any concerns regarding the form of ground sub-lease must be identified as part of the development team's response to this RFP.

4.4 Project Team

The development team directly involved in the day-to-day management of this project shall be identified in an organization chart along with the roles of each individual in the project. Resumes or Bios

(limited to one page per person) shall be included as part Section 4.9. This section should delineate the roles and relevant background experience of each key development team member, who would be directly involved in the timely implementation of the Project, and the allocation of responsibilities among the team members for each phase of the Project and management of the interface risk between them. Include:

1. Identify by name the project manager who will be responsible for the day-to-day management of the project at the design and construction phase;
2. Summarize the roles and responsibilities of any other key member of the team;
3. Describe how often and through what mechanism (in person meeting, conference calls, etc.) the developer will interface with the University and the Site Authority throughout the predevelopment and development process.
4. The respondents approach to sub-contracting and sub-consultants. The respondent may, but is not required to, identify specific subcontractors and sub-consultants to be included on the respondents team, provided that to the extent that any subcontractor or sub-consultant is identified herein, the respondent may not remove or replace such subcontractor or sub-consultant from its team without the prior approval of the Site Authority or University.
5. The respondent's general approach to the project management and oversight throughout the term of the Project, including with respect to day-to-day project management and reporting, scheduling, cost management, document management and risk management.

4.5 Project Narrative

Respondents should provide a project narrative that should build upon the vision set out by the development team in its response to the RFQ. The project narrative should aim to develop the Site to its full potential consistent with applicable zoning and design guidelines. The summary should set out the program for the project site, describe the importance of the site to the University and the University Glen community, and explain how the project meets the goals of the Site Authority.

The conceptualization of the baseline for the project will serve as a key starting place for project refinement. The Successful development team will be expected to work with the campus stakeholders to refine the final development plans. Thus, the narrative should include a description of the development team's plan to engage the campus in these refinements to ensure that the completed project is responsive to the campus' aspirations.

The narrative should provide a high level summary of the proposed development and architectural concept including:

- a) Description of the number of building, building heights, expected uses, unit count, square footages (gross and rentable), and the area devoted to each type of land use, materials to be used and types of constructions;
- b) Describe how parking will be integrated into the development and the proposed number of spaces, their location (surface/below-grade) and whether the proposed number of spaces will meet or exceed the parking required by the zoning regulations;

- c) Description of potential zoning changes necessary to accommodate the proposed development;
- d) Description of how the development takes into account the University Glen Community and the design standards laid out in the Campus Master Plan and Community Development Area Specific Reuse Plan;
- e) Identify any anticipated sustainability features for the development;
- f) Describe how the site and building utility infrastructure will be addressed;
- g) Address the Site Authority's desire for a Child-Care facility;
- h) Address the Site Authority's desire for active space, community space, flex space and gathering spaces, both indoors and outdoors;
- i) Identify any community amenities or spaces that would be available to the greater University Glen Community;
- j) Address the Site Authority's request for Age-Restricted Senior Housing, and the feasibility of including such a use on a portion of the site; and
- k) Address the Site Authority's request for a mix of housing on the site, and the feasibility of including it on the site.

4.6 Project Concept & Drawings

Respondent should provide a basic concept development plan package that includes, at a minimum, a site plan/ground floor plan, elevations, sections and representative illustrations of the development in scales to be determined by respondent. All drawings submitted should be legible, orient north up and should only include one plan or elevation/perspective per sheet

- a) **Site Plan/Ground Floor Plan:** Provide a development site plan with all buildings, streets and projects/land uses within 300 feet, with the development site in the center. The site plan should illustrate the proposed development concept for the site, including proposed buildings footprint, proposed open spaces and landscape design concept(s), parking with parking counts, vehicular and pedestrian access. The Ground Floor Plan should show proposed ground floor usage with color-coding to distinguish area allocations among commercial, residential, service/parking, and circulation corridors and should illustrate parking layout, identify locations of mechanical and system utilities.
- b) **Elevations:** Provide colored architectural exterior elevations for each unique building (indicating the number of buildings represented by each elevation). Elevations should provide a comprehensive view of the entire development and illustrate proposed building massing and height, fenestration, materials and colors of all finishes and related architectural elements.
- c) **Cross-Section:** Provide a minimum of two cross-sections through the each unique building and site that illustrates the major spaces, floor to floor heights and volumes envisioned.
- d) **Context/Perspective Drawings:** Provide a representative illustration of the proposed development (plan, aerial sketch, photomontage, etc.) clearly showing massing and the

relationship to adjacent structures and finished grades, open spaces, streets and any parking areas. This drawing should clearly illustrate the relationship of the proposed project to the adjoining streets and the neighborhood. The perspective should show the proposed development in context with the adjacent building masses roughed in. Context elements do not need to be photo-realistic but must accurately convey the bulk, scale and character of the surrounding area.

4.7 Project Financing Plan & Supporting Pro-Formas

Respondent should provide a statement describing the respondent's approach to financing the Project, including identification of any perceived challenges to financing the Project and proposed innovations to meet these challenges. Include in the statement what respondent views as the most significant risks to the University and the Developer with respect to financing the Project and how those risks can be addressed, mitigated or allocated. Within the statement, respondent should also include:

1. What entity will be responsible for financing the Project?
2. What is the estimated total Project cost?
3. What are the sources of funding (i.e. private equity, bonds, commercial loan, bond financing, etc.)? Include any letters of interest or commitment letters from equity partners or lenders.
4. What is the estimated financing amount, including rate and term?
5. What precautions will be taken to ensure no financial or credit risk to the Site Authority based upon the manner of financing the Project?

Respondent should also provide a detailed pro-forma which shows the basic project details and unit mix, sources and use, development cost, income statement and cash flow statement which should include, but is not limited to:

1. An all-in development budget including all direct, indirect, and financing costs, which clearly specifies key assumptions and how calculations are made, including from predevelopment up to and including stabilized operation;
2. A stabilized year operating statement detailing assumptions for all sources of income, a vacancy factor, detailed operating expense budget including proposed lease payment, NOI, capital reserves, debt service, and equity returns. In the case of for-sale product, provide projected sales prices each housing type, as well as closing cost, and other cost associated with the for-sale product;
3. A sources and uses table during predevelopment, construction, and permanent phases of the project;
4. A clear statement regarding the developer's profit/return requirement and how it is calculated;
5. A long-term projection of operating income and cash flows (10 years).

Respondents should include a market rate demand analysis and assessment of current and projected market conditions for the land uses and density that the respondent believes are appropriate for the site. The analysis should include sufficient information to establish the market support for the project

based upon analysis of demand generators, competitive supply, market pricing, competitive position and anticipated market share/capture.

4.8 Leasing, Management, Operation, and Maintenance Plan

Respondents should describe the overall approach to leasing, management, operations and maintenance of the proposed project, including:

1. Respondent's approach to operating and maintaining the project elements, including buildings, furniture, fixtures and equipment, utilities, infrastructure, and other site improvements. The narrative should describe what portions are intended to be contracted out or operated under a management contract, as well as the sharing in cost with the University for Common Areas and expenses.
2. Respondents approach to ensuring sustainability concepts and principles are evaluated and appropriately integrated into the project.
3. Respondents approach envisioned for its residential program, including:
 - a. Management of the program, including management firms, its experience, and how it would interface with the University.
 - b. Compliance with the Priority System described in the RFQ
 - c. Anticipated plans for marketing the property
 - d. Anticipated sale or rent structure
 - e. Anticipated terms for leasing
 - f. Overall coordination with the Site Authority and University
4. Respondents approach envisioned for any commercial/retail programs, including:
 - a. Management of the program, including identification of any proposed management firm, its experience, and how it would operationally interface with the University and Site Authority.
 - b. Describe the types of commercial and or retail services the respondent envisioned for the Site and anticipated plans for marketing the space. Describe the proposed process for vetting prospective tenants with the Site Authority and/or University to ensure that the proposed business partner is acceptable and complementary to the Site Authority, University, and the University Glen community.
 - c. What assurances will respondents provide regarding the occupancy of any commercial/retail storefronts to ensure that subtenants are in place and that the ground floor exhibits some level of customer activity?
 - d. Development Teams are encouraged to submit with the response any letter of interest from prospective tenants.

4.8 Project Schedule

Respondents should provide a narrative and graphical time line of the anticipated schedule for the development process. The schedule should recognize the time involve in finalizing the development agreements and ground sub-lease, receiving project entitlements, designing the project, financing the

project, commencing construction and completing construction. The anticipated approval timeline for any entitlement work and CSU Board of Trustee approval is approximately seven to twelve months.

In addition to any CSU Board approvals, provide a list of potential local, state, or other municipal approval, by phase (if applicable), and improvements required to complete this project (e.g. sidewalks, streets, utility relocation).

4.9 Form of Ground Sub-Lease

Please affirm that the development team has read and reviewed the ground sub-lease with the Site Authority. Describe any concerns with the template and identify any exception that the development team takes with the form of ground sub-lease.

The form of ground sub-lease template which will be utilized for the CSU public-private partnership projects is attached in Appendix B. The form of ground sublease provided with this RFP is written assuming the 31.5-acres would be developed with residential for-rent housing. The form of ground sublease will be modified, as necessary and appropriate, in the event the selected proposal includes other uses such as for-sale housing, age-restricted senior housing or other uses not currently contemplated in the form of ground sublease. Any concerns regarding the ground sub-lease must be identified as part of the development team's response to this RFP.

4.10 Project Personnel

Respondents should provide one (1) page resumes or bios for each key person listed in section 4.4, or any other key personnel the team deems are necessary. The bio should summarize the roles and responsibility of each individual, with regards to the proposed project, and relevant background and experience. Each Bio should also identify three (3) references including contact name, company, phone number and email address.

4.11 Developer Responsibilities

The University anticipates that the general scope of the successful development team's responsibilities under the Development Agreement will be as follows:

1. **Project Planning & Design:** The development team will be responsible for all aspects of the pre-development planning, environmental review, project refinement and project design. The selected development team will be responsible, at its cost, for obtaining all land use entitlements and other government approvals required for its proposed project, and the selected development team will be expected to pay all permits, processing, and any other applicable fees related to the development (e.g., traffic and /or transit impact fees), without credit.
2. **Construction:** The development team will be responsible for construction and commissioning of the project including obtaining all permits, fees, and approvals necessary for construction of the Project. It is anticipated that this project will be subject to prevailing wage, and proposals should take this requirement into account.

3. **Financing:** The development team will be responsible for providing funding for the Project, whether it be in the form of debt financing, equity, or a combination thereof. In the event of debt financing, it is imperative that no financial or credit risk is imposed upon the University.
4. **Lifecycle Maintenance:** The development team will be responsible during the term of the development agreement for lifecycle maintenance, including capital refurbishment and replacement, necessary to sustain the Project to the level of operation agreed to in the development agreement.
5. **Facilities Management Services:** The development team will be responsible during the term of the development agreement for management, maintenance and repair of the facilities and associated infrastructure and certain furniture, fixtures and equipment, including (i) the operation, maintenance and repair of the facilities and associated infrastructure and maintenance and repair of certain furniture, fixtures and equipment and (ii) certain other services to be agreed upon in the development agreement, such as grounds maintenance and parking.
6. **Transfer and Development Costs:** The selected Developer Team will be solely responsible for construction of all improvements. This includes all on-site or offsite improvements and any changes from existing conditions, including underground utilities, street lighting, curbs, gutters, street trees, and sidewalks. This also includes any and all impact fees assessed by any agency or government body. All title insurance and escrow costs, transfer taxes, parcel or subdivision maps, and any other transfer or development costs will be the sole responsibility of the selected developer team.
7. **Insurance:** The selected development team will obtain insurance as required by the University.
8. **Taxes and Fees** – The selected development team will be responsible for paying all taxes and fees, including any possessory interest taxes.
9. **Indemnification:** The selected development team will agree to defend, indemnify and hold harmless the University from any and all activities and liabilities associated with the project site.
10. **Government & Community Relations:** The development team will work collaboratively with the University to ensure appropriate outreach and engagement with the neighborhood, as well as with local government officials and agencies.

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5.0 Evaluation Criteria

Shortlisted respondents for the RFP will be evaluated and scored according to the criteria and weighting set forth below. Except as otherwise expressly specified below, the order in which the evaluation criteria appears within each category or sub-category below is not an indication of weighting or importance. Proposals shall be evaluated based on the following grades:

Exceptional (E) – Exceeds all requirements and is likely to have a high probability of an exceptional outcome. The proposal exhibits no significant weaknesses or blatant deficiencies. Respondents earning a grade of E will receive 5 points which will then be multiplied by the weighting factor for the given evaluation criteria.

Good (G) – Meets all and exceeds some requirements and is likely to have a high probability of an above average outcome. May exhibit some minor, correctable weaknesses but exhibits no blatant deficiencies. Respondents earning a grade of G will receive 4 points which will then be multiplied by the weighting factor for the given evaluation criteria.

Fair (F) – Meets all minimum requirements and will likely result in an average outcome. The proposal exhibits some minor, correctable weaknesses but exhibits, but exhibits no blatant deficiencies. Respondents earning a grade of F will receive 3 points which will then be multiplied by the weighting factor for the given evaluation criteria.

Marginal (M) – Meets all minimum requirements but will likely result in a below average outcome. The proposal exhibits minor, correctable weaknesses and deficiencies. Respondents earning a grade of M will receive 2 points which will then be multiplied by the weighting factor for the given evaluation criteria.

Poor (P) – Meets all minimum requirements, but will likely result in an unacceptable outcome. The proposal exhibits too many weaknesses and/or deficiencies to be correctable. Respondents earning a grade of P will receive 1 point which will then be multiplied by the weighting factor for the given evaluation criteria.

5.1 Proposal and Development Team

Evaluation Criteria	
A	Evaluation of the quality and completeness of information submitted in the RFP
B	Evaluation of the overall project concept and implementation plan, and the team's ability to achieve the goals as outlined in the RFP
C	Evaluation of the proposed schedule for development
D	Evaluation of the project's design elements
E	Evaluation of the proposed project's financing plans
F	Evaluation of the team's leasing, management and maintenance plans
G	Evaluation of the assembled development team
H	Evaluation of the team's commitment to the University's objectives, operating criteria and sustainability initiatives
I	Evaluation of the team's understanding and commitment to the quality and character of the University Glen community.
J	Evaluation of proposed ground lease terms including timing and any contingencies.
K	Evaluation of the team's ability to address the specific development requirements set out in section 3.1.1 (Community Space, Active Use Space, Child-Care Facilities, University Flex Space, Senior Housing, and Mix of Housing Options)
L	Evaluation of the quality and completeness of information submitted in the RFQ

5.2 Financial Capabilities

Evaluation Criteria	
A	Evaluation of the development team's financial information submitted
B	Evaluation of the development team's ability to commit sufficient equity to the project to satisfy conventional lending requirements
C	Evaluation of the development team's ability to secure financing for similar projects, including relationships with current lenders.
D	Evaluation of the team's proposed purchase price
E	Evaluation of the teams proposed lease payments
F	Evaluation of the teams deposit amount

5.3 Project Personnel Experience and Project References

Evaluation Criteria	
A	Evaluation of the expertise of the proposed project personnel's ability to plan, design, finance, construct, manage, and operate the proposed project
B	Evaluation of the reference checks supporting the assertions made in the development team's proposal.

6.0 Disclosures and Additional Information

6.1 Site Authority's Rights Pertinent to this Solicitation

The Site Authority reserves the right to reject all submittals for any legally permissible reason without indicating the reason for the rejection.

The Site Authority reserves the right to amend this solicitation by addendum. The Site Authority is bound only by what is expressly stated in the solicitation and any authorized written addenda thereto. Addendums will be posted at <http://www.csuci.edu/ci-2025/request-for-qualifications.htm>. It will be the respondent's responsibility to check the web site up to the final date of submittal for any possible addendums.

The Site Authority accepts no financial responsibility for any cost incurred by the respondent during either phase of the selection process. All submittals become the property of the Site Authority and may be used in any way deemed appropriate.

6.2 Notification of Protest

A firm must express its intention to protest the award of a contract within the timeframe specified by the solicitation document. The time frame specified, usually no more than five (5) business days, must provide firms with a reasonable opportunity to make an initial determination to proceed with the protest and should take in to account factors such as the complexity of the project.

Within ten (10) calendar days after expressing its intent to protest an award of a contract, the protesting firm must submit a full and complete written statement specifying the grounds of the protest and the facts in support thereof. Authority to protest may be limited to participating bidders.

An impartial evaluator(s) selected by the campus shall perform a review of the protest. Selection of the evaluator shall be at the discretion of the campus. The evaluator(s) shall review the merits and timeliness of the protest and submit a decision in writing within a reasonable period of time following receipt of the detailed statement of protest. The campus shall issue a decision in writing or otherwise furnish to the protesting firm the decision in such a manner as to ensure receipt. The decision of the campus is final.

Disputes subsequent to award may include, but not be limited to, contention over terms, pricing, payment, scope and/or deliverables. A dispute resolution and escalation clause, describing resolution procedures and the appropriate parties to which the matter may be escalated, shall be included in solicitation documents and contracts, as applicable.

6.3 Withdrawal of Solicitation

The Site Authority reserves the right to withdraw this solicitation at any time without prior notice and makes no representation that any agreement will be awarded to any respondent. Additionally, the Site

Authority expressly reserves the right to postpone opening responses to this solicitation for its own convenience, and/or to waive any informality or irregularity in the responses received.

6.4 Public Disclosure

The respondent understands that as a general rule all documents received by the Site Authority are considered public records. Therefore all submittals shall be made available for public inspection according to applicable disclosure rules and regulations. If the respondent considers his or her submittal as proprietary and/or otherwise exempt from disclosure he or she must submit a written request for a determination of whether the documents can be withheld from public disclosure no later than 15 days prior to the due date of the submittal. The Site Authority's legal counsel will make a determination of confidentiality. If a determination is not obtained prior to the submittal deadline, all document(s) shall be subject to public disclosure.

6.5 Confidential Solicitation Process

The Site Authority will not share the details of individual responses to this solicitation with competing respondents during the selection process. After the selection process ends, and prior to legislative action on the contract, all solicitations become public information (except portions otherwise deemed confidential as stated in the Request for Qualification dated December 11, 2015, Section 2.2).

Additionally, the respondents shall not attempt to influence the decision process by lobbying or otherwise influencing decision makers, be it elected officials, University or Site Authority officials or staff or any other member of the decision making body. By submitting a response to this RFP, the team agrees to keep the team's response confidential and not engage in any activity in an attempt to influence the decision outside of the process outlined in the RFP, as may be amended from time to time.

6.6 News Releases

The respondent agrees that, if selected, the Site Authority will review and approve all news releases and other public comment pertaining to this solicitation and/or subsequent agreement(s). All news releases will be submitted in writing to the Site Authority's project manager.

6.7 Conflict of Interest/Financial Disclosure

The respondent agrees, if selected, to comply with the Site Authority's Conflict of Interest Code. Principals and key personnel of each development team are required to make such disclosures.

6.8 Indemnification

The respondent agrees, if selected, to indemnify and hold harmless the CSU system, University, Site Authority, Financing Authority and University Glen Corporation and all officers and employees of each entity from any and all liability, claims, costs (including reasonable attorneys' fees), demands, damages, expenses and causes of action.

6.9 Insurance Requirements

Respondent shall be required to maintain and provide proof of general liability insurance in the minimum amount of \$10 million in the aggregate and \$5 million per occurrence with a firm authorized to do business in the State of California, as well as property coverage for all risks of direct physical loss or damage, including but not limited to boiler and machinery, flood, fire, pollution and accidental contamination. Respondent shall be required to maintain and provide proof of Worker's Compensation, Automobile Liability and Professional Liability insurances with a firm or firms licensed to do business in the State of California.

Respondent shall provide a Certificate of Insurance and separate Additional Insured endorsement, naming the **STATE OF CALIFORNIA, the TRUSTEES OF THE CALIFORNIA STATE UNIVERSITY, the CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS, the CALIFORNIA STATE UNIVERSITY CHANNEL ISLANDS SITE AUTHORITY AND FINANCE AUTHORITY, their OFFICERS, REPRESENTATIVES AND AGENTS** as additionally insured parties.

6.10 Examination of Solicitation

The respondent understands that the information provided herein is intended solely to assist the respondent in submittal preparation. To the best of the Site Authorities knowledge, the information provided is accurate. However, the Site Authority does not warrant such accuracy, and any errors or omissions subsequently will not invalidate this solicitation. Further, by submitting a response to this solicitation, the respondent represents that he or she has thoroughly examined and become familiar with work required in the solicitation and is capable of performing quality work to achieve the objectives of the Site Authority.

6.11 Equal Opportunity Program

The Site Authority is strongly committed to equal opportunity in solicitation of services. All eligible service providers including individuals, contractors, vendors, consultants, grantees, lessees and banks must comply with the Site Authority's Equal Opportunity Policy and Program.

6.12 Nondiscrimination Policy

The respondent shall not discriminate on the basis of race, gender, religion, national origin, ethnicity, sexual orientation, age or disability in the solicitation, selection, hiring or treatment of subs, vendors or suppliers. The respondent shall provide equal opportunity for subs to participate in subcontracting opportunities. The respondent understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment or other sanctions.

6.13 Local Business and Employment

The respondent acknowledges that the Site Authority seeks to promote employment and business opportunities for local residents and firms on all Site Authority contracts. The respondent shall, to the extent legally possible, solicit applications for employment and proposals for subcontracts for work associated with this document from local residents and firms as opportunities occur. The respondent agrees to hire qualified local residents and firms whenever feasible.

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7.0 Appendices

The following lists of appendices are incorporated either directly within this document or available for download at <http://www.csuci.edu/ci-2025/request-for-qualifications.htm>.

Appendix A – Site Specific Documents and Reports

Appendix B – Ground Sub-Lease

Appendix A – Site Specific Documents and Report

Appendix A contains site specific information or Campus specific information and can be downloaded from <http://www.csuci.edu/ci-2025/request-for-qualifications.htm>.

Appendix A.1 – Site Map

Appendix A.1 contains a site Map for both the 31.5-acres

Appendix A.1 should be downloaded from the website above.

Appendix A.2 – CI 2025 Vision Plan – Vision for the Future

Appendix A.2 contains the Site Authority’s 2025 Plan and related documents.

Appendix A.2 should be downloaded from the website above.

Appendix A.3– Campus Specific Reuse Plan

Appendix A.3 contains the California State University Channel Islands Community Development Area Specific Reuse Plan adopted June 5, 2000.

Appendix A.3 should be downloaded from the website above.

Appendix A.4 – Camrosa Water District Resolution 14-08

Appendix A.4 contains the Camrosa Water District’s Resolution 14-08 establishing a moratorium on water availability and water will serve letters.

Appendix A.4 should be downloaded from the website above.

Appendix A.5 – Camrosa Water District Resolution 15-07

Appendix A.5 contains the Camrosa Water District’s resolution 15-07 declaring a stage three water supply shortage in accordance with Ordinance 40-10.

Appendix A.5 should be downloaded from the website above.

Appendix A.6 – Camrosa Water District Excerpts from Ordinance 40-10

Appendix A.6 contains the Camrosa Water District excerpts from Ordinance 40-10, rules and regulations governing the provisions of water and sanitary services detailing water supply shortages and water emergencies.

Appendix A.6 should be downloaded from the website above.

Appendix B – Ground Sub-Lease

Appendix B contains the proposed Ground Sub-Lease for the 31.5-acres. Teams should review the lease to understand the proposed Ground Sub-Lease terms. Those teams which are shortlisted will have an opportunity to provide the Site Authority with comments on the proposed Ground Sub-Lease.

The proposed Ground Sub-Lease should be downloaded from <http://www.csuci.edu/ci-2025/request-for-qualifications.htm>.

Appendix C – Leasing, Management, Maintenance & Other Requirements

Section 3 of the original RFQ released on December 11, 2015, outlined the current leasing, management, maintenance and other standards and or requirement the Site Authority and University Glen Corporation operate under.

As stated in the original RFQ, The Site Authority, through the University Glen Corporation, currently handles all of the leasing, management, maintenance and operation required throughout the community. The successful respondent will maintain the high level of services currently provided to the residents within the community. The Site Authority will reserve the right through the ground lease to periodically inspect the condition of the grounds and any apartment units.

A. Sales and Leasing Priority Program

The housing in University Glen was developed in order to provide an opportunity for the faculty and staff at the University to find convenient and well-priced housing. Current sales and leasing is governed by a “Priority System” as defined in the Lease Agreement between the Trustees of the California State University system and the California State University, Channel Island Site Authority.

The Priority System is the system established in the Housing Program Documents for prioritizing the sale and leasing of all housing built on the Project Land to University faculty and staff, employees of other CSU campus, employees of Educational Partners and Educational Allies of CI covered by an agreement with Lessee and, lastly, members of the general public. The following is the Priority System:

Category 1: CSU employees commencing service during the summer or fall of 2002 selected by the CI President to be a priority purchaser, or the CI President for the purpose of assigning the Purchase Contract to CI employees who are hired after the sales program commences for service at CI commencing in the summer or fall of 2002;

Category 2: Tenured¹ and Tenure-Track Faculty² and CI Management Level III Personnel³ or Management Level IV Personnel⁴;

Category 3: Full-Time Staff⁵ of CI;

¹ “Tenured Faculty” means those faculty members who have received appointment in a tenured faculty position by the CSU campus for which they work.

² “Tenure-Track Faculty” means those full-time faculty members who are awaiting appointment in a Tenured Faculty position.

³ “Management Level III Personnel” refers to those employees holding positions that are defined as Management Level III by the CSU Management Personnel Plan (the “MPP”), including Associate Vice President and Dean.

⁴ “Management Level IV Personnel” refers to those employees holding positions that are defined as Management Level IV by the MPP, including Vice President and President.

⁵ “Full-Time Staff” means those employees who are employed in staff or management level positions to work at least 40 hours per week, and lecturers under unconditional multi-year contracts with CI.

Category 4: Employees of Educational Allies⁶, Educational Partners⁷ and officers of Military Partners⁸ who are covered by an agreement between such entities and CI;

Category 5: Tenured and Tenure-Track Faculty and Full-Time Staff of any other CSU campus;

Category 6: Graduates from any CSU campus;

Category 7: Members of the General Public.

It is expected that the successful respondent will uphold and comply with the Priority System and interact with the University to assist in the housing of faculty and staff as needed and appropriate.

It is important for the purpose and character of the University Glen community that the rental apartments outside of the Town Center not be used for student housing. As such, the apartments have been leased with high credit standards. Currently the minimum qualifications to lease include:

- Pass a credit check
- Demonstrate two and a half times (2.5x) gross income to rent
- Provide proof of income
- Employed in current job no less than 2 months, unless faculty or staff
- No co-signers allowed on the lease
- Must be leased as the lessee's primary residents
- Provide 2 years of residence history
- No prior evictions
- All bankruptcy must have been discharged
- No criminal records that would prevent housing in the community

The future owner/operator of the development will follow the minimum credit qualifications standard for rental housing as outlined above. The owner/operator may use credit standards that are more restrictive than that which are currently outlined, but not less restrictive. Currently, all applicants are charged an application fee of \$50 and a credit check fee. First and last month rents are collected as Security Deposits. University faculty and staff are exempt from paying the application and security deposits.

B. Management

All management and operational activities are currently provided through the University Glen Corporation. The University Glen Corporation employs two leasing agents and a community relations

⁶ "Educational Allies" include the CSU Professional Development Charter School District, the Ventura County Community College District, and any other school districts or educational institutions designated as such by the President of CI.

⁷ "Educational Partners" include corporations that have entered into an agreement with CI or its Designee to establish an ongoing educational program for its employees at CI or to otherwise benefit CI.

⁸ "Military Partners" includes the United States Navy, for the Pt. Mugu Naval Air Station.

employee. The leasing agents coordinate all move-ins and move-outs and assist prospective tenants with the application process and sites visits. The leasing agents also interact and coordinate with the University's HR department to assist with the placement of new hires in available units, if needed. The Community Relations employee acts as the point of contact for current tenants, provides administrative support, prepares all necessary documents for leasing, works with tenants on rent renewals, handles all nuisance issues and handles tenant parking permits.

C. Maintenance

It is assumed that the developer will be responsible for providing mechanisms for all necessary maintenance for the project's interiors and exteriors as well as parking. Additionally, the developer shall enter into an agreement with the Site Authority and/or University Glen Corporation for the shared use and cost of community swimming pools, fitness centers, tot lots and other common areas or facilities.

The University Glen Corporation currently provides maintenance for all buildings and rental units within the community. The UGC currently employs a Maintenance Supervisor, two Technicians and three maintenance staff members. Staff is on-site Monday through Friday 7:30 to 4:30 pm and Saturdays from 7:30 am 4:00 pm. All maintenance requests are captured from residents through an on-line system called Rent Cafe. The typical turn-around for maintenance requests is 24 hours and apartment turns, upon vacancy, average 10 days. Staff is on-call 7/24 in case of emergencies. Typical maintenance requests in the last year include:

- Appliance repairs and maintenance
- HVAC repairs and maintenance
- Plumbing repairs and maintenance
- Lighting repairs and maintenance

Most of the daily maintenance needs of the apartments are handled in-house, including plumbing, electrical, HVAC and painting. Other maintenance issues such as carpet replacement and the cleaning of apartments upon vacancy are contracted out to third parties.

Most major capital repairs are contracted out. The Site Authority and University Glen Corporation conduct reserve studies every three years to evaluate the condition of the properties and plans for needed improvements. The reserve study currently is conducted for both the for-sale units and the rental units within the University Glen community. The successful respondent will be required to conduct its own reserve study every three years and insure that appropriate reserves are retained in order to address major capital issues on a routine basis.

Some of the basic maintenance standards the University Glen Corporation follows include:

- General cleaning of building exteriors
- General grounds inspections and maintenance
- Exterior lighting inspections and maintenance
- Property safety inspections and maintenance

It is expected that the successful respondent will maintain the projects at a level commensurate with Class-A apartment buildings and with standards similar to those currently maintained by UGC.

D. Landscaping Standards

It is assumed that the developer of the 31.5 acre project will be responsible for the maintenance of all landscaping and hardscaping associated with the project. The landscaping palette should be consistent with the existing palette and be reviewed by the University beforehand.

Basic landscaping and grounds maintenance currently performed by the university includes:

- Maintenance of lawns, ground cover, shrubs, mulch, and irrigation
- Maintenance of slopes
- Brush clearance (completed on an annual basis)
- Tree trimming is performed in three-year cycles throughout the community. The first year one-half of the community is trimmed. The second year the other half of the community is trimmed. The third year no tree trimming is performed.
- Site maintenance of all signs, curbs and parking striping

E. Police & Security

The University operates and provides its own police services for the University and the University Glen community, including the 328 apartment units, Town Center and the single family residents. It is anticipated that the selected respondent will participate in funding a portion of the cost of these services.

F. Utilities

Utility lines have been installed but may require rework should the type and mix of units to be built change. Homeowners and/or tenants will be responsible for paying utilities and their share of common area maintenance fees.

G. Taxes, Fees and Special Assessments

The successful respondent will be responsible for the payment of all taxes, fees or special assessments upon transfer of the property. This will include, but is not limited to, any property taxes, possessory interest taxes, Mello-Roos assessments, business related taxes, fees or licenses, common area maintenance charges or any other tax, fee or assessment on the property. The successful respondent MAY have the ability to pre-pay any outstanding Mello-Roos bonds, but would have to work with the Site Authority and its legal counsel before doing so.