

**TRANSMITTAL**

To:

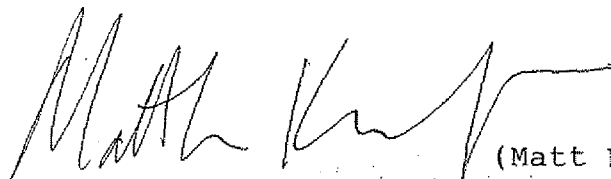
**THE COUNCIL**

Date: FEB 03 2012

From:

**THE MAYOR**

**TRANSMITTED FOR YOUR CONSIDERATION. PLEASE SEE ATTACHED.**



(Matt Karatz)

**ANTONIO R. VILLARAIGOSA**

**Mayor**



1200 West 7th Street, 8th Floor, Los Angeles, CA 90017  
tel 213.808.8936 | fax 213.808.8918  
lahd.lacity.org



Antonio R. Villaraigosa, Mayor  
Douglas Guthrie, General Manager

January 10, 2012

Council File: New  
Council District: All  
Contact Persons:  
Emily Tran: 808-8545  
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Manuel Bernal: 808-8901  
Helmi Hisserich: 808-8662

Honorable Antonio R. Villaraigosa  
Mayor, City of Los Angeles  
200 North Spring Street, Room 303  
Los Angeles, CA 90012

Attention: Pamela Finley, Legislative Coordinator  
City Hall, Room 340

**REQUEST FOR AUTHORIZATION TO RELEASE THE REQUEST FOR PROPOSALS  
FOR HOUSING-RELATED TECHNICAL SERVICES - FY2012-2015 AND AMEND  
THE CONTRACTS FOR THE HOUSING-RELATED TECHNICAL SERVICES  
CONTRACTORS**

**SUMMARY:**

The Los Angeles Housing Department's (LAHD) Major Projects division administers a wide variety of housing development and rehabilitation programs. In order to successfully implement these programs, technical services, as provided by qualified contractors, must be solicited through a request for proposals process.

Thus, in order to ensure uninterrupted service, the LAHD is requesting authority to release a Request for Proposals (RFP) to solicit proposals from qualified applicants for needed housing-related technical services for its Major Projects division for program years (PY) 2012-2015. Additionally, to ensure uninterrupted services, the LAHD is requesting approval to execute amendments with 23 current technical service contractors to add funding and/or extend the term of the contracts through December 31, 2012.

**RECOMMENDATIONS:**

The General Manager of LAHD respectfully requests that:

- I. Your office schedule this request, at the first available meeting(s) of the appropriate City Council Committee(s), for review and forward it to the City Council for consideration and approval.
- II. The City Council, subject to the approval of the Mayor, take the following actions:
  - A. AUTHORIZE the General Manager of LAHD, or designee, to release a Request For Proposals (RFP) for housing-related technical services, as attached (Attachment 1).
  - B. AUTHORIZE the General Manager of LAHD, or designee, to execute contract amendments with the Technical Service Contractors, (shown in table 1 below), to add 12 months to the existing contract term beginning January 1, 2012 through December 31, 2012 for the contracts expiring on December 31, 2011, and to add 15 months to the existing contract term from October 1, 2011 to December 31, 2012 for the contracts expired on September 30, 2011, and to increase funding by the amount shown below for each contractor, for a new increase total of \$153,900, subject to the approval of the City Attorney as to form.

Table 1 below lists the contractors:

Service Category	Contract #	CONTRACTOR	Funding Sources			Amount Requested	Original Contract & Amendment Amount	Total Contract Amount	Contract Expiration Date
			LEAD	LEAD	CDBG				
			49E	53Q	424				
Appraisal	C-116852	Gold Coast Appraisals, Inc.				\$0	\$130,000	\$130,000	12/31/2011
Architectural	C-116848	Gonzalez Goodale Architects				\$0	\$50,000	\$50,000	9/30/2011
Construction/Rehabilitation Services	C-116841	Coleman Construction				\$0	\$15,000	\$15,000	9/30/2011
	C-116928	LAC Electric				\$0	\$15,000	\$15,000	9/30/2011
Engineering Services	C-117770	Miyamoto International				\$0	\$15,000	\$15,000	9/30/2011
Environmental Services	C-116842	Rincon Consultants, Inc.				\$0	\$16,500	\$16,500	12/31/2011
Geotechnical Services	C-117018	Converse Consultants				\$0	\$15,000	\$15,000	9/30/2011
Inspection, Survey & Analysis For Hazardous Materials (Lead & Asbestos)	C-116843	Allstate Services		\$21,600		\$21,600	\$72,855	\$94,455	12/31/2011
	C-116844	Barr & Clark	\$23,000	\$6,400	\$15,000	\$44,400	\$128,092	\$172,492	12/31/2011
	C-116846	Lead Tech Environmental Inc.		\$6,500		\$6,500	\$51,757	\$58,257	12/31/2011
	C-117017	Converse Consultants		\$18,000		\$18,000	\$34,858	\$52,858	12/31/2011

Laboratory Lead Testing	C-116847	EMS Laboratories		\$2,400		\$2,400	\$99,914	\$102,314	12/31/2011
	C-117742	City of Long Beach Lab		\$7,000	\$12,000	\$19,000	\$30,500	\$49,500	9/30/2011
Property Management Services	C-117041	International Realty & Investments				\$0	\$56,000	\$56,000	9/30/2011
Property Survey Services	C-116853	Penco Engineering				\$0	\$5,000	\$5,000	9/30/2011
Real Estate Broker Services	C-117625	Altera Real Estate Group				\$0	\$2,500	\$2,500	12/31/2011
	C-117624	Marcus & Millichap				\$0	\$2,500	\$2,500	12/31/2011
Relocation Services	C-116927	Del Richardson & Associates		\$4,000		\$4,000	\$125,000	\$129,000	12/31/2011
	C-116854	Overland, Pacific & Cutler		\$4,000		\$4,000	\$95,000	\$99,000	12/31/2011
	C-116963	Shober Consulting		\$24,000		\$24,000	\$75,000	\$99,000	12/31/2011
Technical Training Services	C-116764	Home Safe		\$10,000		\$10,000	\$53,500	\$63,500	12/31/2011
Title Report Services	C-117016	Orange Coast Title				\$0	\$108,100	\$108,100	12/31/2011
<b>TOTAL AMOUNT</b>				<b>\$23,000</b>	<b>\$103,900</b>	<b>\$27,000</b>	<b>\$153,900</b>	<b>\$1,197,076</b>	<b>\$1,350,976</b>

- C. AUTHORIZE the General Manager of LAHD, or designee, to execute a contract amendment with David Paul Rosen & Associates (C-119157), to add scope of work and increase funding by \$70,000, subject to the approval of the City Attorney as to form.
- D. AUTHORIZE the City Controller to expend funds for Technical Service Contracts (as shown in table 1 above) from LEAD Fund No. 49 E; Department 43; Account H844 for \$23,000, from LEAD Fund No. 53Q; Department 43; Account G844 for \$103,900; from CDBG Fund No. 424; Department 22, Account F844 for \$27,000, for a total of \$153,900, for fiscal year 2012-2013 ; and expend funds for David Paul Rosen & Associates from HOME Fund No. 561; Department 43; Account A844 for \$70,000, for fiscal year 2012-2013, for a grand total of \$223,900.
- E. AUTHORIZE the General Manager of LAHD, or designee to prepare Controller's instructions and/or make any necessary technical adjustments consistent with Mayor and City Council actions on these programs, subject to the approval of the City Administrative Officer, and request the City Controller to implement these instructions.

### **BACKGROUND:**

The LAHD Major Project division administers a wide variety of programs and services. These programs and services range from loans for rental housing production, first-time homebuyer loan programs, Neighborhood Stabilization Program (NSP), rehabilitation programs, to lead abatement. To implement the myriad programs that require a wide range of technical services,

the LAHD has identified contractor resources where in-house skills and expertise do not exist or would otherwise be financially infeasible to maintain. The highly specialized nature and wide range of the technical services delineated in this RFP are critical to carrying out the LAHD's development programs, bound by the federal and state funding and policy requirements associated with these programs.

### ***Request for Proposals – FY 2012-2015***

The LAHD is requesting authority to issue a RFP for new one-year Housing-Related Technical Services contracts to begin on January 1, 2013, with the option to renew for two additional one-year extensions, as needed. Services to be provided under the RFP are similar to those of previous bid processes.

Funding resources for these technical services are federal grants: HOME, NSP, and Lead grant allocations. The exact funding amount from specific funding source for each technical services category is to be determined. LAHD estimates a total of \$299,000 in HOME funding is needed to fund services for Affordable Housing Trust Fund activities. Estimated program costs for the immediate implementation of the NSP totals \$230,000. Additionally, the Lead program needs an estimated funding total of \$238,456.

The RFP will solicit proposals for the following technical services (see Attachment 1 for the various scopes of services). Table 2 below outlines the various services and estimated amounts requested by source:

<b>Table 2. Housing Related Technical Services – 12 month Contracts</b>	<b>HOME</b>	<b>NSP</b>	<b>LEAD</b>	<b>TOTAL</b>
Appraisal Services (Residential Real Estate)	80,000	100,000		<b>180,000</b>
Architectural Services	50,000			<b>50,000</b>
Construction/Rehabilitation Services		20,000		<b>20,000</b>
Engineering Services (Structural) for Major and/or Small Projects		15,000		<b>15,000</b>
Environmental Assessment Services	24,000			<b>24,000</b>
Geotechnical and Engineering Consultants		5,000		<b>5,000</b>
Inspection, Survey and Analysis for Hazardous Materials (Lead and Asbestos)	4,000	60,000	71,100	<b>135,100</b>
Laboratory Lead Testing		5,000	28,756	<b>33,756</b>
Property Management Services	36,000			<b>36,000</b>
Property Survey Services		5,000		<b>5,000</b>
Real Estate Broker	5,000			<b>5,000</b>
Real Estate Loan Underwriting Service	20,000			<b>20,000</b>
Relocation Services	40,000		125,000	<b>165,000</b>
Technical Training Services			13,600	<b>13,600</b>
Title Report Services	40,000	20,000		<b>60,000</b>
<b>Total by Funding Source</b>	<b>299,000</b>	<b>230,000</b>	<b>238,456</b>	<b>767,456</b>

## **HOUSING-RELATED TECHNICAL SERVICES RFP PROCESS**

Attached is a draft Request for Proposals for Technical Services. The RFP states that the City will not be liable for any pre-contractual expenses incurred by proposers in preparation and/or submission of their proposal.

It is anticipated that contracts will commence no later than January 1, 2013 for a twelve-month period and to end twelve-months after the date of contract commencement. The City of Los Angeles retains the option to renew or extend the agreement with the contractor for two additional, one-year periods, for a total not to exceed three years, subject to satisfactory contractor performance, available funding, and ongoing need. Depending upon department needs, these funds may be split among several categories and among more than one firm. Funding for second and third cycles (PY 2013-2014 and 2014-2015) will vary depending on funding available and departmental needs.

The LAHD will also ensure that the opportunity to participate in this RFP will be made available to as wide a pool of applicants as is practicable. As such, the RFP will be advertised on the LAHD website as well as the City's Business Assistance Virtual Network (BAVN). The notice will also be mailed or faxed to over 200 firms/organizations that will include Minority Business Enterprises (MBEs), Women Business Enterprises (WBEs), and all Other Business Enterprises (OBEs).

### **ELIGIBLE APPLICANTS**

Applicants must be in good standing with relevant regulatory oversight agencies and must possess the requisite licensing and/or accreditation associated with the respective technical service for which a proposal is submitted. Only individuals or firms having a minimum of one year of direct and/or related experience in the delivery of similar services for which they are submitting a proposal will be deemed qualified.

### **EVALUATION PROCESS AND CRITERIA**

An RFP Evaluation Team composed of LAHD staff will review proposals. Each proposal will be evaluated on its own merits for content, responsiveness, conciseness, clarity, relevance, and strict adherence to the instructions in the RFP. Each application will be reviewed and rated on the following categories:

<b>Evaluation Criteria</b>	<b>Points</b>
The adequacy of the proposer's description of how it intends to provide the required service as well as a general assessment of the ability of the proposer to provide the scope of service for the indicated service category.	25
Experience in providing the service for which the applicant is applying in addition to the experience and qualifications of the project manager, key personnel and subcontractors in providing this type of service.	25

Demonstrated ability to produce quality deliverables on time and on budget as evidenced by past (verifiable) performance through the review of (but not limited to) references and past performance on City and/or non-City contracts.	25
Fee schedule and use of available resources to provide the proposed service.	25
<b>Total Points</b>	<b>100</b>

The LAHD will make contractor award recommendations to the Mayor and City Council, who will exercise final authority in the selection of contracts and the allocation of funds to be awarded through this RFP. The city will notify all applicants of the results of the selection process. Applicants may appeal the results by submitting a letter to the LAHD within five working days of receiving notice of the RFP results.

### **CHARTER SECTION 1022 DETERMINATION**

1022 determination will be submitted to the Personnel Department for approval, which will be referred to the CAO for a feasibility study if necessary. When the previous Housing-Related Technical Services RFP was issued, the CAO conducted a feasibility study and determined that, in accordance with Charter Section 1022, the work proposed to be contracted could be performed more feasibly by a contractor than by a City employee.

#### ***Contract Amendments***

In 2009, the Mayor and the Council approved a qualified list of Technical Service Contractors selected through the City's Request for Proposal (RFP) process (C.F. 09-0374), effective December 1, 2009 through September 30, 2010, with two one-year renewal options, for a total performance term of 34 months.

The Mayor and the City Council subsequently approved amendments (C.F. 08-1514-S1& C.F. 10-2441) for 12 of the selected technical contractors listed above to increase funding and to extend the time of performance for 15 months, effective October 1, 2010 through December 31, 2011 for a total term of 24 months.

Additionally, LAHD executed amendments as authorized by 14.8 of the Los Angeles Administrative Code to extend the time of performance with eight of the technical service providers listed above for one year, effective October 1, 2010 through September 30, 2011 (CAO Report #0220-00540-0913), for a total term of 21 months, with the exception of the City of Long Beach Department of Health & Human Services/Laboratory Division (City of Long Beach) and the Miyamoto International Incorporated, both of which have a total term of 17 months each. In addition, the contract of Altera Real Estate Group and Marcus & Millichap were extended through December 31, 2011 for a total term of 24 months.

For successful implementation of the various Housing programs, LAHD relies on contractors with specialized expertise to perform the required services. To effectively achieve its goals, LAHD has determined that it is necessary to amend these contracts by extending the time of performance through December 31, 2012 and increasing funding amount. The increased amounts

allocated to each contract is based on the program needs, the available funds, contractor's proven track record and their ability to deliver the required services, in a timely manner. The additional three month contract extension period beyond the 34 month contract term limit is necessary to ensure LAHD's programs can continue uninterrupted and as mandated by the funding sources from the local County, State and Federal agencies.

**FISCAL IMPACT:**

There is no fiscal impact on the General Fund. The contracts are paid through federal grants and special funds such as HOME Investment Partnerships Program (HOME), Lead Grant Funds (LEAD), and Neighborhood Stabilization Program (NSP).

Attachment

Attachment 1: Draft Request for Proposals (RFP)

Attachment 2: Draft Amendment Boiler Plate



Prepared by:



Emily Tran  
Management Assistant  
Major Projects Division



Kory Smith  
Finance Dev Officer II  
Major Projects Division

Reviewed by:



MANUEL BERNAL  
Director, Major Projects Division

Reviewed by:



HELMI HISSERICH  
Assistant General Manager

Approved by:



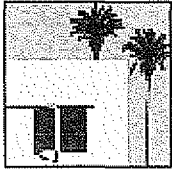
RUSHMORE D. CERVANTES  
Executive Officer

Approved by:

 For

DOUGLAS GUTHRIE  
General Manager

# DRAFT



**City of Los Angeles**  
**Los Angeles Housing Department**



## **ATTACHMENT 1**

### **Request for Proposals (RFP)**

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### **CONSTRUCTION AND TECHNICAL SERVICES**

<b>Release date</b>	July 2, 2012
<b>Submission deadline</b>	TBD
<b>Deliver all submittals to</b>	<b>Los Angeles Housing Department</b> <b>1200 W. 7<sup>th</sup> Street</b> <b>Los Angeles, CA 90017</b>  <b>Attn: Emily Tran</b>
<b>Proposers' Conference (MANDATORY)</b>	
<b>Technical assistance</b>	Email: <a href="mailto:Emily.N.Tran@lacity.org">Emily.N.Tran@lacity.org</a> Fax: (213) 808 8918 All questions and answers will be available to all proposers on <a href="http://www.labavn.org/">http://www.labavn.org/</a> and <a href="http://lahd.lacity.org/lahdinternet/">http://lahd.lacity.org/lahdinternet/</a>

For more information on the City's business outreach opportunities, visit

[www.losangelesworks.org](http://www.losangelesworks.org)

[www.labavn.org](http://www.labavn.org)

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## **I. BACKGROUND**

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### **A. Administrative Entity**

The **Los Angeles Housing Department (LAHD)** administers components of the HOME Fund, the Rent Stabilization Trust Fund, and the Code Enforcement Trust Fund programs for the City and serves as the administrative entity for this Request for Proposals (RFP). The source of funds for this may include any or all of the above. The **LAHD** has been authorized to release this RFP on XXX (Council file #).

### **B. Overview**

The Los Angeles Housing Department (LAHD) is the City's primary housing agency, dedicated to the production and preservation of affordable housing. The Department combines police powers of the City's rental and habitability laws, capital subsidy, tax-exempt finance, and advocacy to meet the City's housing needs. The Department also acts as the City's housing finance agency, providing funds for the development of housing affordable to low and very low income residents and first-time home buyers, as well as low-interest home improvement loans and grants to low and moderate income homeowners to complete needed renovations and make accessibility improvements to their properties.

For more information on the Los Angeles Housing Department, visit [www.lacity.org/lahd/](http://www.lacity.org/lahd/)

## **II. SPECIFICATIONS**

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### **A. Services Solicited and Project Objectives**

To meet its multiple objectives and/or adapt to emerging needs, the LAHD must periodically look to experts in highly specialized fields to provide adequate guidance and information on specific subjects. This Request for Proposals (RFP) seeks one or more individuals or firms qualified to provide services under one or more of the following program categories (described in detail in Section B. Scope of Work), in accordance with LAHD's goals and objectives:

- Appraisal Services (Residential Real Estate)
- Architectural Services
- Construction/Rehabilitation Services
- Engineering Services (Structural) for Major and/or Small Projects
- Environmental Assessment Services
- Geotechnical and Engineering Consultants
- Inspection, Survey and Analysis for Hazardous Materials (Lead and Asbestos)
- Laboratory Lead Testing
- Property Management Services
- Property Survey Services
- Real Estate Broker
- Real Estate Loan Underwriting Service
- Relocation Services
- Technical Training Services
- Title Report Services

One or more individuals or firms per category will be identified through a competitive process based on responses to this to provide the respective services for the proposed LAHD Construction and Technical services per request from the Department.

## **B. Scope of Work**

The Los Angeles Housing Department (LAHD) seeks professional services to assist in the construction, technical and scientific analysis and services as detailed below. LAHD recognizes that individuals and firms specialize in one or more of the subject areas described below. As such, LAHD may hire more than one contractor under a category, depending upon the Department's needs and the proposals of individuals and firms.

In responding to this RFP, individuals and firms are asked to provide the following in their Scope of Work:

- Statement regarding the individual's or firm's experience in housing-related areas;
- Identification of the specific subject areas and technical studies (described below) for which the individual or firm would like to be considered;
- A brief summary of an approach or strategy to address those subject areas or technical studies.

Below is a list of study areas and services that may be included in a proposal.

### **I. APPRAISAL SERVICES (RESIDENTIAL REAL ESTATE)**

#### **Services to be Provided by the Contractor**

The Contractor shall provide contractual services which are described by the tasks identified in this section. All work is subject to prior City approval.

Contractor will be expected to provide appraisals prepared according to the Uniform Standards of Professional Appraisal Practice (USPAP) as adopted by the Appraisal Standards Board of the Appraisal Foundation. Appraisers may be called upon to evaluate existing residential property, vacant land, proposed new construction projects, rehabilitation projects, mixed-use developments, and air rights. All appraisers must be state-certified.

All appraisals must:

1. Be based on the following definition of market value or a comparable definition approved by LAHD:

Market Value is the most probable price, which a property should bring in a competitive and open market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently and knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised,

and each acting in what he considers his own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The LAHD requires that the Contractor consider the "market value" of the Property, as defined above, using two alternative assumptions: First, Appraiser should report "market value" assuming (i) no limitation (whether imposed by governmental authority or by private agreement) in the amount of rents which may be charged to tenants in the Property, or the maximum income levels of persons eligible to be tenants in the property, and (ii) no reduction in, or exemption from, property taxes payable with respect to the property.

Second, Contractor should report "market value" assuming the property to be (i) encumbered by a governmental or private restriction governing rents and tenant income levels for a term, and; (ii) benefited by a reduction in, or exemption from, property taxes in the event that it will be owned by a non-profit entity.

2. Provide three individual evaluations of the Property using cost, income, and direct sales comparison approaches to market value; reconcile the approaches; and explain the elimination of each approach not used.
3. Identify whether the property is located within a HUD-identified flood zone or in an earthquake hazard zone as identified by California Law.
4. Disclose, analyze and report in reasonable detail any prior sales of the Property, which occurred within three (3) years preceding the date of the appraisal.
5. Analyze and report in reasonable detail:
  - a. Any current agreement of sale, option, or listing of the Property if such information is available in the normal course of business; and
  - b. A history of comparable sales is used when comparable sales property has been sold several times during a brief period of time or when prices of comparable property have been increasing or decreasing at an atypical rate for the local real estate market.



6. Consider the effect on the Property of anticipated public or private improvements, located on or off the site, to the extent that market actions reflect such anticipated improvements as of the appraisal date.
7. Report the following defined market values as each pertains to the Property and the appraisal assignment (racial composition of the neighborhood is not an appraisal factor):
  - a. Report an estimate of "market value as-is on appraisal date," defined as an estimate of the market value of the Property the condition observed upon inspection as it physically and legally exists without hypothetical conditions, assumptions, or qualifications as of the date the appraisal is prepared. Or include an estimate of "restricted value as-is on appraisal date," defined as an estimate of the restricted value of the Property reflective of any existing income restrictions imposed by public funding sources.
  - b. Report an estimate of "market value as complete as of the date of completion of construction," defined as the prospective market value of the Property at a point in time when all improvements have been physically constructed or planned rehabilitation or renovation has been completed. Or include an estimate of "restricted value as complete as of the date of completion of construction," defined as the restricted value of the Property reflective of any existing and/or proposed income restrictions imposed by public funding sources.
  - c. Report an estimate of "prospective market value upon reaching stabilized occupancy," defined as the prospective market value of the Property at a point in time when all improvements have been physically constructed or planned rehabilitation or renovation has been completed, and the Property has been leased to a maximum level of long term occupancy, taking into account a vacancy factor appropriate to local market conditions. Or include an estimate of "restricted value upon reaching stabilized occupancy," defined as the restricted value of the Property reflective of any existing and/or proposed income restrictions imposed by public funding sources.
8. Contain sufficient supporting documentation with all pertinent information reported so that the Appraiser's logic, reasoning, judgment, and analysis in arriving at a conclusion indicate to the reader the reasonableness of the market value reported.

9. Be presented in narrative format or on Fannie Mae-standard or other approved forms as instructed by LAHD, be sufficiently descriptive to enable LAHD to ascertain the estimated market value and the rationale for the estimate, and provide detail and depth of analysis that reflect the complexity of the real estate appraised.
10. Unequivocally identify by legal description and other means, the real estate being appraised, and the real property interest being appraised.
11. Describe all salient features of the property being appraised.
12. Analyze and report data on current revenues, expenses, and vacancies for the Property and all comparables used.
13. Analyze and report on current market conditions and trends that will affect projected income or the absorption period, to the extent they affect the value of the Property.
14. Analyze and report a reasonable marketing period for the property and its bearing on discounting of value.
15. Identify and separately value any personal property, fixtures, or intangible items that are not real property but are included in the appraisal, and discuss the impact of their inclusion or exclusion in the estimate of market value.
16. Identify and discuss the effect of all zoning, easements, restrictions, encumbrances, leases, reservations, covenants, contracts, declarations, special assessments, ordinances, or other items of similar nature which impact the Property value.
17. Analyze the highest and best use of the Property, assuming:
  - a. the land, as appraised, is vacant and available for development to its highest and best use and that the appraisal of improvements is based on their actual contribution to the site;
  - b. the use is legally permissible; and
  - c. the site is adaptable and capable of supporting the development.
18. Set forth the effective date of the value conclusions and the date of the report, which shall be the dates of inspection of the Property by Appraiser's State-certified appraiser.

19. Set forth all material assumptions limiting conditions that affect the analysis, opinions and conclusions in the report, and in summary form in a separate section in the front of the report.
20. Include in the Appraiser's certificate a statement that neither the Appraiser nor any of its principals, officers, or employees has present or prospective interest in either the property being appraised or with the parties involved.

## **II. ARCHITECTURAL SERVICES**

### **Services To Be Provided By The Contractor**

Contractor (Architect) shall provide contractual services identified in the following tasks. All work is subject to prior City approval.

Contractor (Architect) shall be responsible for the following services:

1. Conducting site visits; evaluation, consultation, and review of housing proposals; review of Disposition and Development Agreements for residential developments; and providing construction feasibility analysis.
2. Preparation of preliminary drawings to include Conceptual, Schematic, and Design Development, Construction Documents and limited Construction Administration (as identified in the AIA B141).
3. Obtaining plan check approval from City agencies and providing eight sets of approved plans.
4. Providing and coordinating, if needed, additional related technical services which may include; civil and mechanical engineering, site surveying, plumbing, electrical, and structural design services and any necessary engineering calculations and other technical support.
5. Preparing detailed construction cost estimates.

All work, including any reports, is to be performed according to a schedule and timeline agreed upon in writing by LAHD and the Contractor at the time the project is assigned.

## **III. CONSTRUCTION/ REHABILITATION**

### **Services To Be Provided By The Contractor**

The individuals(s) or firm(s) selected under Construction/Rehabilitation Services will be responsible for providing the following services. It is anticipated that the vast majority of projects will be either single family detached homes (of approximately 1200 square feet) or 3-4 unit residential rental properties in low

and moderate income neighborhoods. Upon receipt of the site address and scope of work from LAHD:

- a. The contractor shall provide a bid for the work at the designated site describing in detail the work to be performed and cost per line item.
- b. The Contractor shall be available on a case by case basis. The contractor, or pre-qualified subcontractor, shall have the specialized equipment and training for performing the required work.
- c. The Contractor must be a State of California License B General Contractor with the ability to subcontract work to continue rehabilitation repairs to the property, or a C-10 Electrical Contractor to perform work such as panel up-grade, or a C-36 Plumbing Contractor to perform work such as Seismic Gas Shut Off Valves
- d. The Contractor shall perform all construction work according to the Los Angeles Municipal Codes for Building, Plumbing and Mechanical installations, the Los Angeles Zoning and Electrical Codes, and the Los Angeles Housing Department requirements. Where applicable, work shall be in accordance with lead based-paint regulations.
- e. Contractor shall be fully responsible for obtaining all necessary permits and licenses as required by the State or Department of Building and Safety of the City of Los Angeles.
- f. Whenever required, the Contractor shall be in compliance with the current Federal or State Prevailing Wage Provisions.

#### **Services To Be Performed By Subcontractors (Plumbing and Electrical)**

##### **EARTHQUAKE ACTUATED GAS VALVE**

At gas meter on exterior of home, install new Earthquake Actuated Automatic Gas Shut-Off Valve (EAAGSV). Brand name Little Firefighter, AGV-.75, 3/4 Pipe. L.A. City approved RR5349 or equal. Contractor is to install valve on owner's side of gas meter, contractor is responsible for pulling required permit. AGV-12 Stabilizer Bracket or equivalent, must be install. Bracing shall be included. All work shall comply with local building codes.

##### **ELECTRIC, SERVICE- 200 AMPS (REPLACE) (A)**

Replace existing obsolete electrical service with new 200 Amp exterior service complete with breaker box and distribution breakers. Include two separate circuits to kitchen area. Remove all old interior and exterior tubing, visible wiring, and old exterior enclosures and devices. Required junction boxes shall remain accessible but covered with a trim style cover. Repair all surfaces on interior and exterior affected by the change to match existing surfaces. Label all breakers clearly using room names.

Location: DWP to give a meter spot for new service

#### **Construction/Rehabilitation Services**

Because the condition of each project or project site is different, a fee schedule cannot be established. LAHD will negotiate reasonable rates that are based on the hourly rates listed below and consistent with its analysis of reasonable compensation.

#### **IV. ENGINEERING SERVICES (STRUCTURAL) FOR MAJOR AND/OR SMALL PROJECTS**

##### **Services To Be Provided By The Contractor**

Provide plans ready for City of Los Angeles Building and Safety permit. Engineering services to be provided may include: structural design modifications to existing single and/or multifamily residential facilities. Improvements may include: foundation retrofits, roof structure repair, sizing of new structural members, adding or reinforcing existing shear walls, retaining wall design, electrical load evaluations, title 24 energy calculations (when required) and building permit processing.

##### **Structural Engineering Services**

Because the condition of each project or project site is different, a fee schedule cannot be established. LAHD will negotiate reasonable rates that are based on the hourly rates listed below and consistent with its analysis of reasonable compensation.

##### **Contract Performance Review**

LAHD will evaluate the Contractor's work performance, timeliness, adherence to financial terms and billing accuracy, communication and responsiveness, and expertise. LAHD will use Performance Reviews in determining contract extensions, evaluating future proposals, and in awarding other contracts.

#### **V. ENVIRONMENTAL ASSESSMENT SERVICES**

##### **Services to be Provided by the Contractor**

The fundamental reason for conducting an environmental site assessment is to determine the level of compliance with federal, state, and local environmental laws and regulations for a specific site. The Contractor shall provide contractual services in accordance with the task schedule identified in this section. All work requires prior City approval.

##### **Phase I Report**

The Phase I Environmental Assessment generally involves non-intrusive research to determine the potential for significant onsite contamination and the

liability which may result from such a finding as well as recommendations for further investigation or a Phase II Assessment, if warranted. The investigator must exercise due diligence and conduct a Phase I Environmental Site Assessment (Phase I Report) in accordance with the American Society Testing & Material (ASTM) Standards (E 1527-05), and the EPA's "Standards and Practices for All Appropriate Inquiries" (AAI) (40 CFR Part 312) to discover the existing potential presence of onsite and neighboring property contamination to include but not limited to soil and ground water.

Contractor(s) must submit the Phase I Report within ten business days of receiving the site address from LAHD. The Phase I Report must contain all the information listed above. Contractor(s) shall use a standard format to encourage consistency. Contractor(s) will have complete responsibility for the integrity of the information provided.

If the initial assessment reveals the need for additional work or a Phase II Assessment, the Contractor and LAHD will negotiate the additional time and cost to complete prior to any further work being done.

### **Phase II Report**

At a minimum, Contractor should be able to carry out all the following tasks based upon findings of Recognized Environmental Conditions (REC) in the Phase I Environmental Site Assessment Report for a project site:

1. Conduct physical sampling and analytical testing of subsurface soil, soil gas, other item, or groundwater;
2. Compare chemical concentrations to regulatory thresholds, such as drinking water Maximum Contamination Levels (MCLs);
3. Define US EPA Preliminary Remediation Goals (PRGs), Residential or Industrial standards as applicable, for:
  - a. Local cleanup standards;
  - b. Hazardous Waste Levels;
4. Obtain a "No Further Action Letter" from the Fire Department and/or other appropriate regulatory agency, if the site does not have significant contamination, or;
5. Make recommendation on feasible site remediation methods, including an estimated clean-up cost and time frame, if site is significantly contaminated.

## **VI. GEOTECHNICAL AND ENGINEERING CONSULTANTS**

### **Services To Be Provided By The Contractor**

The individual(s) or firms(s) selected under this program category of Geotechnical and Engineering Consultants will be responsible for providing the following services upon request by the Los Angeles Housing Department.

1. Provide the necessary personnel, equipment and materials to explore the site, perform laboratory testing, and provide engineering evaluation and analysis.
2. Provide Geotechnical Investigation Report for the subject property.

Written findings and recommendations should be consistent with visual and test data.

### **Report of Inspection Results Shall:**

1. Describe the method of inspection.
2. Describe site and visual observations of surfaces, components, materials.
3. Describe borings and test pits made on the site.
4. Describe protocol used in laboratory testing of samples to determine the engineering properties of the subsurface soils. Laboratory testing may include, but not limited to the following:
  - a. Moisture and density
  - b. Direct shear
  - c. Consolidation
  - d. Expansion
5. The soil data from the field and laboratory-testing program will be evaluated. Engineering evaluation and analysis will be performed. Consultation with the involved design professionals will be provided during all phases of investigation and prior to the written report preparation. The following report will include the following items:
  - a. A site plan showing the location of borings;
  - b. A discussion of the materials encountered in the borings and their engineering properties;

- c. Graphical log of the exploratory borings summarizing the subsurface conditions encountered and the results of laboratory testing;
- d. Interpret test results and provide recommendations for design and construction of foundation, lateral support capacities and any settlement effects due to structural loads.

**All reports must be typed. Handwritten data and/or field reports are not acceptable.**

## **VII. INSPECTION, SURVEY AND ANALYSIS FOR HAZARDOUS MATERIALS (LEAD & ASBESTOS)**

This Scope of Services has two parts: Part A (Lead) and Part B (Asbestos). Bids may be submitted to provide inspection, survey and analysis services for both lead and asbestos or for only one. The Contractor must have all required certifications and licenses in order to bid on this work.

If a contractor decides to bid on both, then paragraphs 3, 4, 5 and 6 of Part IV Eligibility and Application, Section B. Proposal Content of this RFP must each be completed separately for Lead and Asbestos.

### **PART A: INSPECTION SURVEY & ANALYSIS FOR HAZARDOUS MATERIALS (LEAD)**

#### **Scope of Services**

The Contractor shall provide services identified in this section, as requested by LAHD.

#### **1. Lead Inspection (Paint Inspection, Risk Assessment and Report)**

The vendor shall visit the job site and conduct a Lead Based Paint Inspection as per HUD Guidelines using a XRF instrument. In addition to the lead inspection; the vendor shall conduct a Risk Assessment on the same site visit. Risk Assessments shall be performed in accordance with HUD Guidelines and with a minimum of four (4) dust wipe samples and one exterior soil sample, for purposes of HUD lead grant data collection. An inspection and risk assessment report shall be provided to LAHD within 14 business days from the date of the site visit.

The vendor should provide the total cost of this service including, trip charge, lab charge, mail/FedEx, staff and any other fees associated with producing such inspection report.



## **2. Developing Lead Abatement Specifications**

The vendor shall contact the LAHD RCS assigned to the project and request a copy of the original lead inspection report and a copy of the proposed rehabilitation scope of work for review. The vendor shall visit the job site and develop a set of specifications for lead abatement for the specific project. Specifications shall be in conformance with HUD recommended Guidelines for addressing Lead Based Paint Hazards. The turnaround time for a full set of specifications shall not exceed five (5) business days from the date requested by LAHD staff.

## **3. Project Monitoring**

The vendor shall visit the job site prior to the start of Abatement to verify containment and monitor the project during the course of Lead Abatement/Remediation activities to verify "lead-safe" work practices and compliance with written specifications. There shall be at least two site visits. The vendor shall be responsible for making recommendations regarding abatement progress and progress payments. The vendor will be required to submit a report to LAHD describing daily activities. The turnaround time for the report shall not exceed three (3) business days from the date of project monitoring "site visit".

- 4. Clearance.** The vendor is to contact the LAHD Rehabilitation Construction Specialist (RCS) assigned to the project and request a copy of the scope of work for lead related work for review. The vendor is to visit the job site and, based on the scope of work, identify the lead remediation work that has been completed. The vendor should then conduct a clearance of the dwelling. The vendor is to provide an average of six (6) interior dust wipe samples, one (1) exterior window well and one (1) exterior soil sample. The turnaround time for a full clearance inspection report will be three (3) business days from the date of the clearance inspection

## **5. Operation and Maintenance (O & M) Plan**

The vendor shall contact the LAHD Rehabilitation Construction Specialist (RCS), assigned to the project and request a copy of the original inspection report and a copy of the lead related "scope of work". The vendor shall visit the job site and, based on the "scope of work", confirm that the lead-related work that has been completed. The vendor shall then create an Operation and Maintenance Plan for the specific project in accordance to the information reviewed & HUD Guidelines. The turnaround time for a full O & M Plan from the date of the job site visit to emailing the Plan to LAHD shall not exceed five (5) business days.

## **6. Limited Clearance/Handyworker**

Lead surveys for the Handyworker Program do not require a Risk Assessment or a Remediation/Lead Abatement plan (unless requested by

LAHD). The vendor is to contact the LAHD Handyworker Program and request a copy of the scope of work for lead-related work. The vendor is to visit the job site and conduct a clearance of that dwelling for the work areas identified in the scope. The vendor is to provide three (3) dust wipe samples for each site in those areas identified by the LAHD. The turnaround time for a clearance inspection report will be three (3) business days from the date of the clearance inspection.

### **Applicable Conditions**

1. **ALL reports are due within the stipulated period.** Written findings and recommendations should be consistent with visual and test data.
2. All reports submitted to LAHD must reference the Work Authorization Number (WAN#) given by the LAHD.
3. All costs including the trip charge, lab charge, mail/FedEx, staff, and any other fees associated with the required services shall be included in the agreed upon fee and shall not be charged separately.

At a minimum, the risk assessment/inspection report shall address the following:

1. Describe the method of inspection/risk assessment including the make and model of the XRF used, and the type of source and the PCS of the device.
2. Describe site and visual observations of surfaces, components, risk assessment, materials, structure type (number of units for this type of configuration), size (number of bedrooms and Configuration), age of building proposed use, type of occupancy, anticipated rehabilitation, etc. (provide a floor plan showing location of doors and windows and location of defective items or hazards).
3. Indicate the total number of dwelling units versus the number sampled and include the applicable documentation as per HUD Guidelines – Chapter 7.
4. Identify actual number and location of samples taken in each area: room, unit, common areas roof exterior walls, etc.
5. Describe lab-testing protocol (include lab-data sheet and chain of custody).
6. Describe XRF analysis protocol.
7. Identify owner and firm's responsibilities and clearly explain any limitations.

8. Reference the appropriate regulatory issues and requirements.
9. Include room floor plans to include soil sampling and an indication of the sampling locales; and which, if any samples were composite samples.
10. Include a summary that identifies all lead-based paint, all lead hazards or potential lead hazards.
11. Include a table summarizing all surfaces containing lead-based paint and lead-contaminated soil, describing the condition of the surfaces containing lead-based paint.
12. Must be type-written; handwritten data and/or field report are **not** acceptable.

#### Clearances

The Contractor conducting the lead-based paint inspection and risk assessment is required to perform all clearances, unless LAHD decides otherwise.

Number Of Units To Be Tested In Multi-Family Developments			
Number of Similar Units, Similar Common Areas or Exterior Sites in a Building or Development	Pre-1960 Building or Number to Test	or Unknown-Age Development:	1960-1977 Building or Development: Number to Test
1-9	All		All
10-13	All		10
14	All		11
15	All		12
16-17	All		13
18	All		14
19	All		15
20	All		16
21-26	20		16
27	21		17
28	22		18
29	23		18
30	23		19
31	24		19

32	25	19
33-34	26	19
35	27	19
36	28	19
37	29	19
38-39	30	20
40-48	31	21
49-50	31	22
51	32	22
52-53	33	22
54	34	22
55-56	35	22

**PART B: INSPECTION SURVEY & ANALYSIS FOR HAZARDOUS MATERIALS (ASBESTOS)**

**Services To Be Provided By The Contractor**

The Contractor shall provide contractual services which are supported by the tasks identified in this section. All work is subject to prior City approval.

The Contractor shall provide the following services upon request by the Los Angeles Housing Department:

- 1 Conduct an inspection for asbestos in accordance with AHERA protocol;
- 2 Interpret the test results and develop a remediation plan with recommendations for containment or abatement;
- 3 Submit a written report of findings and recommendations consistent with visual and test data, within 10 business days of receiving the address to inspect (unless extended by LAHD if special conditions are discovered).

**Report Of Inspection Results Shall:**

1. Describe the method of inspection.
2. Describe site and visual observations of surfaces, components, materials, type of structure (number of units for this type of configuration), size (number of bedrooms and configuration), age of building, proposed use, type of occupancy, anticipated rehabilitation, etc.

3. Include number of units to be tested; actual number sampled.
4. Identify actual number of samples taken in each area: room, unit, common areas, code number, location and description, color, non-friable surface condition, code number correlated with inspection description and analysis.
5. Describe lab test protocol (include lab data sheet).
6. Describe application of AHERA protocol (this must include identification of a 100% visual inspection).
7. Identify owner and firm's responsibility and clearly explain any limitations.
8. Reference the appropriate regulatory issues and requirements.
9. Include room floor plans to reflect test sampling locations and type of area sampled.
10. Include a summary that identifies all asbestos and potential hazards.
11. Include a summary of intact asbestos which should include an operations and maintenance plan.

Test Data Protocol Shall:

1. Identify type of component and surfaces.
2. Describe component condition of surfaces.
3. Segregate data by building type or other unique characteristics.
4. Correlate 100% with visual inspection

**VIII. LABORATORY LEAD TESTING**

**Services To Be Provided By The Contractor**

Provide a laboratory analysis report of lead contents in various types of samples including:

1. Lead in soil
2. Lead in air

3. Lead in dust wipes
4. Lead in water
5. TCLP extract-liquid
6. STLC extract-liquid.

The proposal shall include the pricing for different turnaround times of 4 hours, 8 hours, 24 hours, 48 hours, and 5 days.

The laboratory shall have appropriate certification from the American Industrial Hygiene Association/ Environmental Lead Laboratory Accreditation Program (AIHA/ELLAP); National Voluntary Laboratory Accreditation Program (NVLAP); and the State of California, Department of Health Services, Environmental Laboratory Certification (ELAP).

## **IX. PROPERTY MANAGEMENT SERVICES**

### **Preferred Experience, Knowledge, and Background**

- Working knowledge and practical experience in the management, lease and rental of municipal and privately owned residential and commercial properties.
- Familiar with City of Los Angeles Municipal Rent and Stabilization Ordinance (RSO) and relocation regulation under City, State and Federal funding.

### **Services to be Provided by the Contractor**

- A. The contractor (Property Management) shall be responsible for the following services:
- B. Short-term rental to the previous owner/occupant if necessary.
- C. Management of property after acquisition and up until the transfer to end user/developer.
- D. Providing rental survey to determine appropriate rental rates.
- E. Collection and accounting of rents.
- F. Drafting of leases; oversee rental agreements.
- G. Responding to problem calls from tenants and complaining public.
- H. Securing vacant properties, via fencing and/or boarding up.

- I. Managing repairs to properties acquired by LAHD, includes obtaining building permits.
- J. Paying for repairs and other expenses related to managing the property, including taxes, insurance and utilities.
- K. Cooperating and coordinating with relocation vendor for temporary or permanent relocation of tenants.
- L. Maintaining inventories of real estate properties and current status of all uses and leases of Department's properties.
- M. Prepare reports as requested in a clear and concise manner.
- N. Making effective oral presentations to individuals and groups.
- O. Managing the selection process of tenants, including review and evaluation of rental applications and credit reports of potential tenants.
- P. Appearing at any required court appearances pertaining to tenant issues.
- Q. Coordinating all legal and required actions regarding evictions of tenants and squatters.
- R. Managing security of the building.

## **X. PROPERTY SURVEY SERVICES**

### **Services to be Provided by the Contractor**

The Contractor will, at minimum, provide the following:

- A. Conduct land surveys that use 2005 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS as adopted by American Land Title Association and National Society of Professional Surveyors, including optional items as checked in Attachment A. The request shall set forth the record description of the property to be surveyed or, in the case of an original survey, the record description of the parent parcel that contains the property to be surveyed. (Complete copies of the record description perform pro forma analysis of development costs, cash flow, operating of the property; such as, preliminary title report, assessor's map, easements, etc. and any other documents containing desired appropriate information affecting the property being surveyed and to which the survey shall make reference shall be provided to the surveyor.)

- B. The plat or map of such survey that bears the name, address, telephone number, and signature of the professional land surveyor who performed the survey, his or her official seal and registration number, the date the survey was completed, the dates of all of the surveyor's revisions and the caption "ALTA/ACSM Land Title Survey" with the certification set forth in paragraph 8.
- C. An **"ALTA/ACSM LAND TITLE SURVEY"** in accordance with the then-current "Accuracy Standards for Land Title Surveys", Attachment B as adopted, from by the National Society of Professional Surveyors and the American Land Title Association.
- D. The plat or map of an **"ALTA/ACSM LAND TITLE SURVEY,"** shall have the survey boundary shall be drawn to a convenient scale, with that scale clearly indicated. A graphic scale, shown in feet or meters or both, shall be included. A north arrow shall be shown and when practicable, the plat or map of survey shall be oriented so that north is at the top of the drawing. Symbols or abbreviations used shall be identified on the face of the plat or map by use of a legend or other means. If necessary for clarity, supplementary or exaggerated diagrams shall be presented accurately on the plat or map.
- E. The survey shall be performed on the ground and the plat or map of an **"ALTA/ACSM LAND TITLE SURVEY"** shall contain, in addition to the required items already specified above, the following applicable information:
1. All data necessary to indicate the mathematical dimensions and relationships of the boundary represented, with angles given directly or by bearings, and with the length and radius of each curve, together with elements necessary to mathematically define each curve. The point of beginning of the surveyor's description shall be shown as well as the remote point of beginning if different. A bearing base shall refer to some well-fixed line, so that the bearings may be easily re-established. The North arrow shall be referenced to its bearing base and should that bearing base differ from record title, that difference shall be noted.
  2. When record bearings or angles or distances differ from measured bearings, angles or distances, both the record and measured bearings, angles, and distances shall be clearly indicated. If the record description fails to form a mathematically closed figure, the surveyor shall so indicate.
  3. Measure and record distances from corners of parcels surveyed to the nearest right-of-way lines of streets in urban or suburban areas, together with recovered lot corners and evidence of lot



corners, shall be noted. For streets and highways abutting the property surveyed, the name, the width and location of pavement relative to the nearest boundary line of the surveyed tract, and the width of existing rights of way, where available from the controlling jurisdiction, shall be shown. Observable evidence of access (or lack thereof) to such abutting streets or highways shall be indicated. Observable evidence of private roads shall be so indicated. Streets abutting the premises, which have been described in Record Documents, but not physically opened, shall be shown and so noted.

4. The identifying titles of all recorded plats, filed maps, right of way maps, or similar documents which the survey represents, wholly or in part, shall be shown with their appropriate recording data, filing dates and map numbers, and the lot, block, and section numbers or letters of the surveyed premises. For non-platted adjoining land, names, and recording data identifying adjoining owners as they appear of record shall be shown. For platted adjoining land, the recording data of the subdivision plat shall be shown. The survey shall indicate platted setback or building restriction lines which have been recorded in subdivision plats or which appear in Record Documents which have been delivered to the surveyor. Contiguity, gores, and overlaps along the exterior boundaries of the surveyed premises, where ascertainable from field evidence or Record Documents, or interior to those exterior boundaries, shall be clearly indicated or noted. Where only a part of a recorded lot or parcel is included in the survey, the balance of the lot or parcel shall be indicated.
5. All evidence of monuments shall be shown and noted to indicate which were found and which were placed. All evidence of monuments found beyond the surveyed premises on which establishments of the corners of the surveyed premises are dependent, and their application related to the survey shall be indicated.
6. The character of any and all evidence of possession shall be stated and the location of such evidence carefully given in relation to both the measured boundary lines and those established by the record. An absence of notation on the survey shall be presumptive of no observable evidence of possession.
7. The location of all buildings upon the plat or parcel shall be shown and their locations defined by measurements perpendicular to the nearest perimeter boundaries. The precision of these measurements shall be commensurate with the Relative

Positional Accuracy of the survey as specified in the current Accuracy Standards for ALTA/ACSM Land Title Surveys. If there are no buildings erected on the property being surveyed, the plat or map shall bear the statement, "No buildings." Proper street numbers shall be shown where available.

8. (h) All easements evidenced by Record Documents which have been delivered to the surveyor shall be shown, both those burdening and those benefiting the property surveyed, indicating recording information. If such an easement cannot be located, a note to this effect shall be included. Observable evidence of easements and/or servitudes of all kinds, such as those created by roads; rights-of-way; water courses; drains; telephone, telegraph, or electric lines; water, sewer, oil or gas pipelines on or across the surveyed property and on adjoining properties if they appear to affect the surveyed property, shall be located and noted. If the surveyor has knowledge of any such easements and/or servitudes, not observable at the time the present survey is made; such lack of observable evidence shall be noted. Surface indications, if any, of underground easements and/or servitudes shall also be shown.
9. The character and location of all walls, buildings, fences, and other visible improvements within five feet of each side of the boundary lines shall be noted. Without expressing a legal opinion, physical evidence of all encroaching structural appurtenances and projections, such as fire escapes, bay windows, windows and doors that open out, flue pipes, stoops, eaves, cornices, areaways, steps, trim, etc., by or on adjoining property or on abutting streets, on any easement or over setback lines shown by Record Documents shall be indicated with the extent of such encroachment or projection. If the client wishes to have additional information with regard to appurtenances such as whether or not such appurtenances are independent, division, or party walls and are plumb, the client will assume the responsibility of obtaining such permissions as are necessary for the surveyor to enter upon the properties to make such determinations.
10. Driveways, alleys and other ways of access on or crossing the property must be shown. Where there is evidence of use by other than the occupants of the property, the surveyor must so indicate on the plat or map. Where driveways or alleys on adjoining properties encroach, in whole or in part, on the property being surveyed, the surveyor must so indicate on the plat or map with appropriate measurements.

11. As accurately as the evidence permits, the location of cemeteries and burial grounds (i) disclosed in the Record Documents provided by client or (ii) observed in the process of performing the field work for the survey, shall be shown.
  12. Ponds, lakes, springs, or rivers bordering on or running through the premises being surveyed shall be shown.
- F. As a minimum requirement, the surveyor shall furnish two sets of prints of the plat or map of survey to the Los Angeles Housing Department (LAHD). If the plat or map of survey consists of more than one sheet, the sheets shall be numbered, the total number of sheets indicated and match lines be shown on each sheet. The prints (plat or map) shall be on a 36 by 48 inches durable and dimensionally stable material of a quality standard acceptable to LAHD. The record title description of the surveyed tract, or the description provided by the client, and any new description prepared by the surveyor must appear on the face of the plat or map or otherwise accompany the survey. When, in the opinion of the surveyor, the results of the survey differ significantly from the record, or if a fundamental decision related to the boundary resolution is not clearly reflected on the plat or map, the surveyor may explain this information with notes on the face of the plat or map or in Accompanying attachments. If the relative positional accuracy of the survey exceeds that allowable, the surveyor shall explain the site conditions that resulted in that outcome with a note on the face of the map or plat.
- G. Water boundaries necessarily are subject to change due to erosion or accretion by tidal action or the flow of rivers and streams. A realignment of water bodies may also occur due to many reasons such as deliberate cutting and filling of bordering lands or by avulsion. Recorded surveys of natural water boundaries are not relied upon by title insurers for location of title.
- H. When a property to be surveyed contains a natural water boundary, the surveyor shall measure the location of the boundary according to appropriate surveying methods and note on the plat or map the date of the measurement and the caveat that the boundary is subject to change due to natural causes and that it may or may not represent the actual location of the limit of title. When the surveyor is aware of changes in such boundaries, the extent of those changes shall be identified.
- I. When the surveyor has met all of the minimum standard detail requirements for an ALTA/ACSM Land Title Survey, the following certification shall be made on the plat:

To: Los Angeles Housing Department  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of \_\_\_\_\_, the Relative Positional Accuracy of this survey does not exceed that which is specified therein.

Date: \_\_\_\_\_ (signed)  
(seal)

Registration No. \_\_\_\_\_

NOTE: If, as otherwise allowed in the Accuracy Standards, the Relative Positional Accuracy exceeds that which is specified therein, the following certification shall be made on the plat:

To: Los Angeles Housing Department  
Attn: \_\_\_\_\_  
Address: \_\_\_\_\_

\_\_\_\_\_

This is to certify that this map or plat and the survey on which it is based were made in accordance with the "Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys," jointly established and adopted by ALTA and NSPS in 2005, and includes Items of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of \_\_\_\_\_, the maximum Relative Positional Accuracy is \_\_\_\_\_ feet.

Date: \_\_\_\_\_ (signed) (seal)  
Registration No. \_\_\_\_\_

## Attachment A

### OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

If checked, the following optional items are to be included in the ALTA/ACSM LAND TITLE SURVEY, except as otherwise negotiated:

1. \_\_\_\_\_ Monuments placed (or a reference monument or witness to the corner) at all major corners of the boundary of the property, unless already marked or referenced by an existing monument or witness to the corner.
2. \_\_\_\_\_ Vicinity map showing the property surveyed in reference to nearby highway(s) or major street intersection(s).
3. \_\_\_\_\_ Flood zone designation (with proper annotation based on federal Flood Insurance Rate Maps or the state or local equivalent, by scaled map location and graphic plotting only.)
4. \_\_\_\_\_ Gross land area (and other areas if specified by the client).
5. \_\_\_\_\_ Contours and the datum of the elevations.
6. \_\_\_\_\_ List setback, height, and floor space area restrictions disclosed by applicable zoning or building codes (beyond those required under paragraph 5d of these standards). If none, so state. The source of such information must be disclosed. See "Note" above.
7. \_\_\_\_\_ (a) Exterior dimensions of all buildings at ground level  
\_\_\_\_\_ (b) Square footage of:  
\_\_\_\_\_ (1) exterior footprint of all buildings at ground level  
\_\_\_\_\_ (2) gross floor area of all buildings; or  
\_\_\_\_\_ (3) other areas to be defined by the client  
\_\_\_\_\_ (c) Measured height of all buildings above grade at a defined location.  
If no defined location is provided, the point of measurement shall be shown.
8. \_\_\_\_\_ Substantial, visible improvements (in addition to buildings) such as billboards, signs, parking structures, swimming pools, etc.

9. \_\_\_\_\_ Parking areas and, if striped, the striping and the type (e.g. handicapped, motorcycle, regular, etc.) and number of parking spaces.
10. \_\_\_\_\_ Indication of access to a public way on land such as curb cuts and driveways, and to and from waters adjoining the surveyed tract, such as boat slips, launches, piers and docks.
11. Location of utilities (representative examples of which are shown below) existing or serving the surveyed property as determined by:
- \_\_\_\_\_ (a) Observed evidence
- \_\_\_\_\_ (b) Observed evidence together with evidence from plans obtained from utility Companies or provided by client, and markings by utility companies and other appropriate sources (with reference as to the source of information)
- Railroad tracks and sidings;
  - Manholes, catch basins, valve vaults or other surface indications of subterranean uses;
  - Wires and cables (including their function, if readily identifiable crossing the surveyed premises, all poles on or within ten feet of the surveyed premises, and the dimensions of all cross members or overhangs affecting the surveyed premises; and
  - Utility company installations on the surveyed premises.
12. \_\_\_\_\_ Governmental Agency survey-related requirements as specified by the client.
13. \_\_\_\_\_ Names of adjoining owners of platted lands.
14. \_\_\_\_\_ The distance to the nearest intersecting street as designated by the client.
15. \_\_\_\_\_ Rectified orthophotography, photogrammetric mapping, laser scanning and other similar products, tools or technologies may be utilized as the basis for the location of certain features (excluding boundaries) where ground measurements are not otherwise necessary to locate those features to an appropriate and acceptable accuracy relative to a nearby boundary. The surveyor shall (a) discuss the ramifications of such methodologies (e.g. the potential accuracy and completeness of the data gathered thereby) with the title company, lender and client prior to the performance of the survey and, (b) place a note on the face of the survey explaining the source, date, relative accuracy and other relevant qualifications of any such data.

16. \_\_\_\_\_ Observable evidence of earth moving work, building construction or building additions within recent months.
17. \_\_\_\_\_ Any changes in street right of way lines either completed or proposed, and available from the controlling jurisdiction. Any observable evidence of recent street or sidewalk construction or repairs.
18. \_\_\_\_\_ Observable evidence of site use as a solid waste dump, sump or sanitary landfill.
19. \_\_\_\_\_ All legal submittals required by City and County (corner records, record of survey, etc.) shall be filed and a copy shall be provided to LAHD.

## **Attachment B**

### **Accuracy Standards for ALTA/ACSM Land Title Surveys**

#### **Introduction**

These Accuracy Standards address Relative Positional Accuracies for measurements that control land boundaries on ALTA/ACSM Land Title Surveys.

In order to meet these standards, the surveyor must assure and certify that the Relative Positional Accuracies resulting from the measurements made on the survey do not exceed that which is allowable.

If the size or configuration of the property to be surveyed, or the relief, vegetation or improvements on the property will result in survey measurements for which the allowable Relative Positional Accuracies will be exceeded, the surveyor must alternatively certify as to the Relative Positional Accuracy that was otherwise achieved on the survey.

#### **Definition**

"Relative Positional Accuracy" means the value expressed in feet or meters that represents the uncertainty due to random errors in measurements in the location of any point on a survey relative to any other point on the same survey at the 95 percent confidence level.

#### **Background**

The lines and corners on any property survey have uncertainty in location which is the result of (1) availability and condition of reference monuments, (2) occupation or possession lines as they may differ from record lines, (3) clarity or ambiguity of the record descriptions or plats of the surveyed tracts and its ad joiners and (4) Relative Positional Accuracy.

The first three sources of uncertainty must be weighed as evidence in the determination of where, in the professional surveyor's opinion, the boundary lines and corners should be placed. Relative Positional Accuracy is related to how accurately the surveyor is able to monument or reports those positions.

Of these four sources of uncertainty, only Relative Positional Accuracy is controllable, although due to the inherent error in any measurement, it cannot be eliminated. The first three can be estimated based on evidence; Relative Positional Accuracy can be estimated using statistical means.

**The surveyor shall, to the extent necessary to achieve the standard contained herein,** (1) compensate or correct for systematic errors, including those associated with instrument calibration, (2) select the appropriate equipment and methods, and use trained personnel and (3) use appropriate error propagation and other measurement design theory to select the proper



instruments, field procedures, geometric layouts and computational procedures to control random errors.

If radial survey methods, GPS or other acceptable technologies or procedures are used to locate or establish points on the survey, the surveyor shall apply appropriate procedures in order to assure that the allowable Relative Positional Accuracy of such points is not exceeded.

#### **Computation of Relative Positional Accuracy**

Relative Positional Accuracy may be tested by: (1) comparing the relative location of points in a survey as measured by an independent survey of higher accuracy or (2) the results of a minimally constrained, correctly weighted least square adjustment of the survey. Allowable Relative Positional Accuracy for Measurements Controlling Land Boundaries on ALTA/ACSM Land Title Surveys: 0.07 feet (or 20 mm) + 50 ppm

### **XI. REAL ESTATE BROKER**

#### **Services to be Provided by the Contractor**

A Real Estate Broker is to locate, negotiate and purchase properties in the City of Los Angeles for the development of affordable housing. The properties to be acquired may consist of unimproved land, commercial property, single-family residential, multi-family residential, light manufacturing, and industrial. The potential development of affordable housing may include new construction or rehabilitation of single-use or mixed-use projects that contain affordable (senior, large-family or special needs) rental units, affordable and market rate homeownership units, retail space or as otherwise suggested.

#### **Scope of Services**

The contractor (Real Estate Broker) shall be responsible for the following services:

1. Negotiations for the purchases and sale of government-owned and/or privately owned real estate property, which may include apartment buildings, single family dwellings, commercial lots, industrial properties, and unimproved lots.
2. Process escrows. Draft real property documents, such as sales agreements, escrow instructions and long term leases.
3. Provide LAHD with property profiles, title reports and other information from public records and advise LAHD as to the legal and pragmatic implication of a purchase or sale.
4. Perform simple summary appraisal and/or estimate of value with supporting documents.

5. Represent LAHD in the negotiation for the acquisition and sale of real property.
6. Draft written offers for LAHD's purchase of real property.
7. Computation of a relocation costs.

## **XII. REAL ESTATE LOAN UNDERWRITING SERVICE**

### **Services to be Provided by the Contractor**

Qualified real estate loan underwriting individual(s) or firm(s) will provide the Los Angeles Housing Department (LAHD) with general loan underwriting services for permanent supportive housing, and affordable multifamily and single family housing developments.

Individual(s) or firm(s) should have expertise in real estate loan underwriting relative to the planning and implementing of real estate development projects and be knowledgeable in all areas of real estate loan underwriting services, including but not limited to: federal and state low income housing tax credit financing requirements utilizing 4% and 9% tax credits; taxable and non-taxable bond financing; affordable and market rate single family and multi-family pro forma analysis; commercial debt and equity financing; mixed-use development pro forma analysis. Experience in HUD, State HCD, LA County and other federal mixed finance housing development program is strongly desired.

The loan underwriters shall render the services on an as-needed basis to the LAHD, which may include, but not limited to the tasks stated below:

1. Perform pro forma analysis of sources of funds, development costs, cash flow; rent schedules, operating costs, including direct construction costs, etc.
2. Evaluate financial stability of the developer, including the review and evaluation of financial statements, staffing, current projects and capacity to carry out the project as proposed.
3. Evaluate the pre-development, construction, bridge, other interim and permanent financing structure for the proposed developments and make funding recommendations.
4. Evaluate the project tax credits basis projections and tax credits syndications assumptions and their impact on the financing package.

5. Evaluate the use of private debt, equity or other sources that will to maximize the leveraging of public funds.
6. Assist in identifying and structuring alternative funding sources and analyze the impact of multi-funding sources will have on the project.
7. Analyze the potential of using tax exempt bonds and 4% tax credits as alternative project financing.
8. Evaluate property appraisals for accuracy and projected future values.
9. Perform risk analysis in order to balance the City's financial interest with housing development policies and goals.
10. Coordinate the development of affordable housing projects through the use of public/private financing and applicable HUD programs.
11. Evaluate and monitor all projects consultants contract.
12. Evaluate property management plans and management contracts.
13. Assist in the evaluation of new sources of funding, such as New Market Tax Credits, etc.
14. Assist in the evaluation of mixed-use development and Permanent Supportive Housing Program Projects.
15. Assist in identifying issues that may impact the Affordable Housing Trust Fund (AHTF) Notice of Funding Availability (NOFA) and provide assistance in drafting the NOFA. Provide assistance to developers and City staff in the area of land use and entitlement process.
16. Assist in the development and implementation of affordable housing financing policies and procedures, including the development of standardized loan applications, proformas, report formats and procedure manuals.
17. Assist in the development of new and innovative financing programs and techniques to maximize the production of affordable housing at minimum cost to the city.
18. Provide assistance to developers and city staff in the area of land use and entitlement process.
19. Provide training to city staff on specific issues impacting the funding of City projects.

### **XIII. RELOCATION SERVICES**

#### **Services to be Provided by the Contractor**

The purpose is to ensure that persons displaced as a direct result of federal or federally assisted projects are treated fairly, consistently and equitably. This includes any family or individual that must move as a direct result of rehabilitation, demolition or acquisition for a project in which State and/or Federal funds are used.

Contractor shall have an extensive working knowledge of the Uniform Relocation Act (URA), Section 104(d), City of Los Angeles Rent Stabilization Ordinance (RSO), HOME Program Regulations, State of California Relocation Regulations, and any other funding source as it pertains to relocation assistance. All relocation services shall be in compliance with the LAHD, HUD approved relocation manual.

Contractor shall have a bilingual staff (at minimum, Spanish and English) and shall secure translation services for other languages as required. Relocation information shall be provided to tenants in English, Spanish, Chinese, Korean, Tagalog and Vietnamese as needed.

Relocation services will be used by several units of the Department's Housing Development Bureau.

#### **Contractor Responsibilities**

1. Conduct relocation activities in compliance with:
  - a. Federal Uniform Relocation Act (URA),
  - b. Section 104(d) of the federal Housing and Community Development Act,
  - c. Federal HOME Program Regulations
  - d. Los Angeles Municipal Code-Sect. 152.00 (LAMC) Rent Stabilization Ordinance
  - e. State of California Relocation Regulations
  
2. All notices are to be provided in writing according to the timelines and requirements listed in the federal, state or local laws and regulations.
  - a. Ensure that if no displacement (permanent, involuntary move) is anticipated, all occupants (owner and tenants) are notified that they "will not be displaced".

- b. Ensure that for permanent, involuntary relocations, all occupants are notified that they will be displaced, and that it is important that they **do not move** before learning what they must do to receive the relocation payments and other assistance to which they are entitled.
    - c. Ensure that all occupants are notified about whether they will be temporarily displaced when that is a possibility.
  3. Ensure that residential occupants, who will not be required to move permanently, be relocated temporarily (as required by the program activities) to permit the lead-based paint abatement, property rehabilitation programs (including the Neighborhood Stabilization Program), and other activities to be carried out.
  4. Coordinate the provision of benefits to tenants including, but not limited to:
    - a. Reimbursement for all out-of-pocket expenses incurred in connection with the temporary relocation, including the cost of moving to and from the temporarily occupied housing and any increase in monthly rent/utility costs at that housing according to the LAHD-provided Benefits Allowance Table; and
    - b. Appropriate advisory services, including 60 day advance written notice of the date and approximate duration of the temporary relocation; the address of the suitable, decent, safe, and sanitary dwelling to be made available for the temporary period; and the reimbursement provisions described above.
  5. Provide recommendations to the Los Angeles Housing Department (LAHD) assigned personnel regarding its policies, procedures and the Benefits Allowance Table for permanent and temporary relocation costs for tenants and owner-occupants who elect to participate LAHD funded activities.
  6. Communicate, verbally and in writing, in English and Spanish and in other languages as required to meet the needs of tenants and owner-occupants. Relocation information shall be provided to tenants in English, Spanish, Chinese, Korean, Tagalog and Vietnamese as needed.
  7. Prepare, submit and coordinate "Relocation Plans" for LAHD review and approval, in a timely manner. At a minimum "Relocation Plans should address:

1. Strategies for minimizing tenant displacement

2. Projected budget
  3. Required coordination with occupants and owners.
  4. Schedules and timelines
  5. Tenant advisory services
  6. Inspection and certification of suitable replacement housing.
  7. Other requirements as identified in the LAMC
  8. Occupant Information-number & ages; income & sources and all other categories on LAHD's Income Verification Form
  9. Pet accommodations, if necessary.
- 
8. Provide LAHD with various cost alternatives for relocation.
  9. Advise and provide assistance to both tenants and owners, including completing necessary paperwork for relocation benefits.
  10. Documentation and Certification. - The contractor shall maintain relocation files and records for each household in full compliance with the Relocation Plan, URA, and the LAMC. Such records shall be the property of the LAHD. The LAHD shall have the right at any time during regular business hours to audit such records and files while in the possession of the contractor. Upon project completion such records shall be transferred to LAHD.
  11. A survey will be completed by the tenant assessing his/her satisfaction with the Contractor's services. The format of the survey will be approved by LAHD and included in the contract.
  12. Review relocation plans, processes, procedures and implementation for projects funded by LAHD and make a determination about whether those projects are in compliance with applicable laws, regulations, and LAHD's Relocation Manual. Identify actions that are out-of compliance and recommend changes to bring projects into compliance.

**Please note that the amount of funding available for "Tenant Relocation" will be determined on a "case by case" basis. LAHD will evaluate the contractor's budget and determine the amount of assistance available for each project. In the event that LAHD relocation funding allowance is insufficient to cover the total cost of "temporary relocation", LAHD may request that the contractor negotiate the shortfall, with the property owner.**

#### XIV. TITLE REPORT SERVICES

##### Services to be Provided by the Contractor

The individuals(s) or firm(s) selected under the program category of Title Report Services will be responsible for providing the following services:

##### Category A – Limited Title Reporting Service

1. Contractor shall furnish to the Los Angeles Housing Department: Limited Title Reports (Short Form Loan Policy) which shall include current owners, voluntary and involuntary liens and judgments; Date Downs, notice of record, current and past due property taxes, assessment of records, easements, assignments, plat maps, title clarification services, Tax Deed Title Insurance Certificates, Litigation Guarantees, and the recording of all necessary documentation.
2. The Contractor shall issue Limited Title Reports (Short Form Loan Policy) and Date Downs **within forty-eight (48) hours of receipt of request from the Department**, except in those reports requiring a chain search, which must be provided **within five (5) days**.
3. The Contractor shall provide daily messenger service upon request by the Department.
4. The Contractor shall have the capability with the right of refusal to provide this service to LAHD applicants on a per case fee basis, payable by the applicant for an LAHD loan to deal directly with the Contractor to rectify title problems delaying their loans.
5. The Contractor shall record with the Los Angeles County Recorder all documents requested by the Department, **at no cost to the City other than the actual recording fees**.
6. The contractor and the Department shall maintain a working facsimile machine and email connection for the transmission of documents. Email is the preferred method for transmission of documents.
7. The Contractor shall provide an option to the Department to access the title company's escrow services.
8. The contractor shall provide hard copies of recorded documents on request including Court records and transaction history.
9. The Contractor shall provide access to the company's on-line data services including property comparables and farm reports.

**Category B – Title Insurance, Trustee Sales Guarantee, and Reporting Service**

1. Contractor shall furnish to the Los Angeles Housing Department, preliminary title reports, Trustee Sales Guarantee, and recordation of Deeds of Trust, Covenants, Notices of Completion, and Request for Notice, Regulatory Agreements, Tax Deed Title Insurance Certificates, Litigation Guarantees, other real property related documents, and issue an American Land Title Association or a California Land Title Association Lenders Title Insurance Policy.
2. The contractor shall issue and deliver Preliminary Title Reports **within five (5) calendar days from request by LAHD.**
3. The Contractor shall issue an American Land Title Association or a California Land Title Association Title Insurance Policy **within five (5) days from request by LAHD.**
4. The Contractor shall issue a Trustee Sales Guarantee **within five (5) days from request by LAHD.**
5. The Contractor shall provide daily messenger upon request by the LAHD.
6. The Contractor shall record with the Los Angeles County Recorder all documents requested by the Department, at no cost to the City other than the actual recording fees.
7. The contractor and the Department shall maintain a working facsimile machine and email connection for the transmission of documents. Email is the preferred method for transmission of documents.
8. The Contractor shall provide an option to the Department to access the title company's escrow services.
9. The preliminary reports shall include current owners, voluntary and involuntary liens and judgments, Date Downs, Notices of record, Current and past due property taxes, assessment of records, easements, assignments, plat maps, title clarification services and the recording of all necessary documentation.
10. The Contractor shall provide access to the company's on-line data services Property comparables and farm reports.



### **Category C – Trustee Services (Foreclosure Services)**

1. The Contractor shall provide trustee services to complete non-judicial foreclosures in compliance with California law.
2. The Contractor or its subcontractors will provide the full range of foreclosure services from the recording Notices of Default to completing the foreclosure sale and recording a Trustee's Deed upon sale.

### **XV. TECHNICAL TRAINING SERVICES (CONSTRUCTION-RELATED)**

#### **Services To Be Provided By The Contractor**

The Contractor shall provide contractual services identified below. All work is subject to prior City approval. Contractor shall provide construction training to staff on a periodic basis. Such training may include:

1. Construction law, construction scheduling, construction project monitoring, Davis Bacon compliance training, Microsoft Excel, Microsoft Access, general contracting, sustainable development, building codes and regulations, or lead-related construction for initial certification and continuing education (where required).
2. Contractor shall be responsible for providing handouts, and necessary audio-visual aids to make a complete presentation.
3. Contractor will prepare a class evaluation form, to be reviewed by LAHD before using. At the end of each training session, Contractor will ask each student to complete a class evaluation form. Evaluations will be submitted to LAHD along with a written report of the training. The written report will be due within one week of the training and should include: date of training; location of training; topic; number of students; sign-in sheet with student name, position, company, address, and phone; samples of materials distributed; Contractor assessment of training; and the student evaluations.

LAHD will work with contractor in providing space accommodations. This does not include computer or audio-visual equipment.

#### **C. Eligible Proposers**

Proposals will be accepted only from individuals or organizations that

1. Are qualified to conduct business in the State of California (Articles of Incorporation and has a current IRS 501 (c) (3) letter), if applicable, and located in the County of Los Angeles, preferably in the City of Los Angeles.

2. Must be in good standing with the Secretary of State, if a corporation or limited liability corporation
3. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
4. Have not been debarred by the Federal Government, State of California or local government.
5. Must not have an outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented, If the contractor has previously contracted with the State of California or the City of Los Angeles, If it has contracted with LAHD, it must not have an outstanding disallowed cost or other liability to the City.
6. Have successfully completed contracts similar in size and scope to the services solicited. Proposer must provide list of contracts including the amount, organization, term and scope for the past two years.

The proposer should have documented experience in providing required training to various size groups. The successful proposer may provide off-the-shelf training in their area of expertise and/or the successful proposer may be requested to work with LAHD staff to develop training tailored to the needs of LAHD and City Contractors.

Proposers should document the proposals of staff which should include, but not be limited to, attaching a resume of proposer/staff; sample of past training materials; past training programs.

#### **D. Source of Funds and Funds Available**

Funding for the Housing Studies & Services is allocated from various sources including Home Investment Partnership, (HOME), Neighborhood Stabilization Program (NSP), Lead Grants, Rent Stabilization Trust funds. The Department has budgeted \$767,456 from the various funding source for the first year of service contracts to be awarded (FY 2012-2013); additional funds from other sources may also be available. Depending upon Department needs, these funds may be split among several categories and among more than one firm. The City does not guarantee that these funds will be expended.

Funding for second and third cycles (FY 2013-2014 and FY 2014-2015) will vary depending on availability.

### **E. Budget**

The total budget for all solicited categories shall be up to \$767,456 for the current fiscal year depending on the services to be provided.

### **F. Contract Term**

The initial contract period shall be for one year, with an option to extend for up to two additional one-year terms. Extensions at the City's option, will be contingent upon the availability of funds; contractor's continuing compliance with applicable Federal, State, and local government legislation; and an evaluation of contractor's performance.

### **G. Preliminary Schedule**

<u>Event</u>	<u>Date</u>
Request for Proposals Released	July 2, 2012
Pre-Proposal Conference	DATE, 2012
Proposals Due	DATE, 2012
Consultant Work Begins	TBD

## H. Proposers' Conference

Attendance at the Pre-Proposal Conference is **mandatory**. Since the Business Inclusion Program (MBE/WBE/OBE outreach) is required, all proposers must attend the Conference. Proposers who do not attend the mandatory pre-proposal conference will not be eligible to submit proposals. No minutes will be taken at the Pre-Proposal Conference. Attendees at the conference will be responsible for taking their own notes. City staff will not provide assistance regarding a proposer's individual project design. All questions will be addressed at this conference and any available new information will be provided at that time. If you have further questions regarding the RFP, please refer to technical assistance guidelines.

Questions raised at the Proposers' Conference may be answered orally.

If any substantive new information is provided in response to questions raised at the pre-proposal conference, it will be added as a written addendum to this RFP, which will be posted on the website at [www.labavn.org](http://www.labavn.org). **BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.**

The bidders' conference will be held at the following time and location:

Los Angeles Housing Department  
1200 West 7<sup>th</sup> Street, 8<sup>th</sup> Floor, Room 801  
Los Angeles, CA 90017  
Date: TBD  
Time: TBD

The City of Los Angeles does not discriminate on the basis of disability and, upon request, will provide reasonable accommodation to ensure equal access to its programs, services and activities. Please contact Emily Tran at (213) 808 8545 or at [emily.n.tran@lacity.org](mailto:emily.n.tran@lacity.org) at least seventy two (72) hours in advance to request an accommodation.

## I. Technical Assistance

All technical assistance questions must be submitted by e-mail to [emily.n.tran@lacity.org](mailto:emily.n.tran@lacity.org) or fax at (213) 808-8999, using the attached Technical Assistance Request form (Attachment 1). (E-mail is the preferred way to contact City staff.). **Please identify the RFP title on the subject line of your message to ensure prompt attention from the appropriate City staff.**

To ensure the fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the Housing Department's website at <http://lahd.lacity.org/lahdinternet/> and on the Los Angeles Business Assistance Virtual Network website at [www.labavn.org](http://www.labavn.org). No individual answers will be given. The Q&A document will be updated on a regular basis to ensure the prompt delivery of information. If you do not have access to the Internet, the Q&A document will be available by fax or by pick-up at the address on the front cover.

## J. Deadline for Submission of Proposals

The original proposal, together with five (5) complete copies, must be hand- or courier-delivered in a sealed package by 4:00 p.m. PST on the deadline date on the cover of this document; or delivered via U.S. Mail postmarked no later than 11:59 p.m. PST on the deadline date, to the submission address on the cover of this document.

Persons who hand-deliver proposals shall be issued a "Notice of Receipt of Proposal." Hand-delivered submissions must be delivered to the Los Angeles Housing Department's Public Counter at 1200 W. 7<sup>th</sup> Street, Los Angeles, CA 90017. Entrance to the LAHD Public Counter is on 7<sup>th</sup> Street to the right of the main building entrance. Ask the Public Counter to call Emily Tran, (213) 808-8545 who will accept the Proposal on behalf of the Department, and provide a receipt with the date and time of submission. ***DO NOT deliver your Proposal to the Security Counter in the lobby of the building.***

Proposers using the U.S. Mail are required to obtain a "Proof of Mailing Certificate" stamped by the Postal Service as evidence that the proposals were mailed no later than 11:59 p.m. on the deadline date.

Timely submission of proposals is the sole responsibility of the proposer. The City reserves the right to determine the timeliness of all submissions. Late proposals will not be reviewed. **All proposals hand-delivered after 4:00 p.m. PST or postmarked after 11:59 p.m. PST on the deadline date will be returned unopened to proposers.**

## K. Evaluation Factors

An initial threshold review will be conducted to ensure the proposal is eligible and a complete application and all supporting documents have been submitted. Debarred organizations, incomplete and ineligible proposals, application packages and/or submissions received after the deadline will not be considered for evaluation.

All eligible proposals will be evaluated by a team of raters, who will review and score each complete and fully responsive proposal that passed threshold. Each proposal will be evaluated on the quality of its responses, its own merits for content, conciseness, clarity, relevance, and strict adherence to the instructions in the RFP. Each member of the evaluation team will individually assign points based on the following categories and may include consideration of any or all of the listed factors at the City's sole discretion.

<b>Evaluation Criteria</b>	<b>Maximum Points</b>
The adequacy of the proposer's plan for undertaking the work	25
The quality and depth of the proposer's experience and that of the assigned personnel as it relates to the required services, including references.	25
A general assessment of the ability of the proposer to produce work and related deliverables that thoroughly addresses the requirements of the Scope of Work	25
Cost	25
<b>Total Points</b>	<b>100</b>

Proposed costs may be compared against other proposers and to independent cost estimates. The lowest cost proposer may not be determined to be the best proposer when all the evaluation factors have been considered.

The total scores of each individual evaluator on the evaluation team will be averaged together to create a composite score that will be the basis of LAHD's award recommendation to the Los Angeles City Council. The Los Angeles City Council and the Mayor will exercise final authority in the selection of contracts and the allocation of funds to be awarded through this RFP.

Regardless of the merits of the submission, a proposer may not be recommended for funding if it has a history of contract non-compliance or current disputed or disallowed costs with the City or any other funding source.

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with applicants.

#### **L. Proposal Review Process**

The proposal review process shall include the following major activities to ensure that the procurement meets audit standards:

1. All proposals shall be reviewed to determine that the minimum eligibility requirements have been met. Ineligible proposers will be informed in writing.
2. All eligible proposals shall be reviewed, scored, and ranked.
3. Each eligible proposal shall be reviewed for costs that are reasonable, allowable, necessary, and competitive, as measured by a review of the line-item budget, the project design, and its competitive standing as compared to all other proposals.
4. At the City's sole discretion, oral interviews may be held with top scoring proposers. The results of the oral review will determine the final funding recommendations.
5. Proposers shall be notified in writing about funding recommendations.
6. The review panel will include, but not be limited to, LAHD staff to review the proposals.

*Minimum score: proposers with a minimum score of 75 points will be eligible and qualified for a contract. This does not guarantee selection or a contract.*

#### **M. Proposal Appeal Process**

##### **1. Appeal Rights**

The City will notify all proposers of the results of the proposal evaluations and of their right to file an appeal. Proposers may appeal procedural issues only.

## 2. Letter of Appeals

Appeals shall be hand-delivered to EMD no later than five (5) business days of receiving notification of the results of the RFP. Applicants may file an appeal by submitting a written request and identifying the specific reason for the appeal to:

Douglas Guthrie, General Manager  
Los Angeles Housing Department  
RFP Appeal – Title of RFP  
200 N. Spring St, Room 1533  
Los Angeles, CA 90012

Written appeals may not be more than three (3) typewritten pages and shall request an appeals review be granted. Written appeals must include the following information:

- a. The name, address and telephone number of the proposer.
- b. The name/title of RFP to which the organization responded.
- c. Detailed statement of the grounds for appeal.

Written appeals may not include any new or additional information that was not submitted with the original proposal. Only one appeal per proposal will be permitted. All appeals and protests must be submitted within the time limits set forth in the above paragraphs.

## 3. Review Panel

A panel composed of selected City staff and/or industry experts will review the appeal for this RFP. The decision of the panel will be LAHD's final recommendation.

## 4. Disclaimer

The City is not responsible for representations made by any of its officers or employees prior to the approval of an agreement by the Los Angeles City Council unless such understanding or representation is included in this RFP or in subsequent written addenda. The City is responsible only for that which is expressly stated in this solicitation document and any authorized written addenda thereto.



### **III. GENERAL INFORMATION**

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#### **A. General Proposal Conditions**

##### **1. Costs Incurred by Proposers**

All costs of proposal preparation shall be borne by the proposer. The City shall not, in any event, be liable for any pre-contractual expenses incurred by proposers in the preparation and/or submission of the proposals. Proposals shall not include any such expenses as part of the proposed budget.

##### **2. Best Offer**

The proposal shall include the proposer's best terms and conditions. Submission of the proposal shall constitute a firm and fixed offer to the City that will remain open and valid for a minimum of ninety (90) days from the submission deadline.

##### **3. Accuracy and Completeness**

The proposal must set forth accurate and complete information as required in this RFP. Unclear, incomplete, and/or inaccurate documentation may not be considered. Falsification of any information may result in disqualification.

If the proposer knowingly and willfully submits false performance or other data, the City reserves the right to reject that proposal. If it is determined that a contract was awarded as a result of false performance or other data submitted in response to this RFP, the City reserves the right to terminate the contract.

Unnecessarily elaborate or lengthy proposals or other presentations beyond those needed to give a sufficient, clear response to all the RFP requirements are not desired.

##### **4. Withdrawal of Proposals**

Proposals may be withdrawn by written request of the authorized signatory on the proposer's letterhead at any time prior to the submission deadline.

##### **5. General City Reservations**

The City reserves the right to extend the submission deadline should this be in the interest of the City. Proposers have the right to revise their proposals in the event that the deadline is extended.

The City reserves the right to withdraw this RFP at any time without prior notice. The City makes no representation that any contract will be awarded to any proposer responding to the RFP. The City reserves the right to reject any or all submissions.

If an inadequate number of proposals is received or the proposals received are deemed non-responsive, not qualified or not cost effective, the City may at its sole discretion reissue the RFP or execute a sole-source contract with a vendor.

The City shall review and rate submitted proposals. The proposer may not make any changes or additions after the deadline for receipt of proposals. The City reserves the right to request additional information or documentation, as it deems necessary.

The City reserves the right to verify all information in the proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.

The City reserves the right to require a pre-award interview and/or site inspection.

The City reserves the right to waive minor defects in the proposal in accordance with the City Charter.

If the selection of the proposer is based in part on the proposals of specific key individuals named in the proposal, the City must approve in advance any changes in the key individuals or the percentage of time they spend on the project. The City reserves the right to have the contractor replace any project personnel.

The City reserves the right to withhold business with any selected proposer for reasons which include, but are not limited to, substantial changes in the staffing of a selected proposer which are unacceptable to the City.

## **6. Contract Negotiations**

Proposers approved for funding shall be required to negotiate a contract with the City on an offer/counter-offer basis. The best terms and conditions originally offered in the proposal shall bind the negotiations. The City reserves the right to make a contract award contingent upon the satisfactory completion by the proposer of certain special conditions. The contract offer of the City may contain additional terms or terms different from those set forth herein.

As part of the negotiation process, the City reserves the right to:

- fund all or portions of a proposer's proposal and/or require that one proposer collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- use other sources of funds to fund all or portions of a proposer's proposal;
- require that a funded proposer utilize a facility designated by the City for purposes of implementing its project;
- elect to contract directly with one or more of the identified collaborators;
- require all collaborators identified in the proposal to become co-signatories to any contract with the City.

## **7. Standing of Proposer**

Regardless of the merits of the proposal submitted, a proposer may not be recommended for funding if it has a history of contract non-compliance with the City or any other funding source, poor past or current contract performance with the City or any other funding source, or current disputed or disallowed costs with the City or any other funding source.

Contractors/Organizations that have been sanctioned because of non-compliance with Single Audit Act requirements for managing grant funds will be eligible to apply; however, they will not be eligible to receive any funding, if awarded under this RFP process, until this sanction is removed.

The City will enter into an agreement only with entities that are in good standing with the California Secretary of State.

## **8. Contractor Responsibility Ordinance**

Every Request for Proposal, Request for Bid, Request for Proposals or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 et seq. of Article 14, Chapter 1 of Division 10 of the Los Angeles Administrative Code, unless exempt pursuant to the provisions of the Ordinance.

This Ordinance requires that all proposers/bidders complete and return, with their response, the responsibility questionnaire included in this procurement. Failure to return the completed questionnaire may result in the proposer/bidder being deemed non-responsive.

The Ordinance also requires that if a contract is awarded pursuant to this procurement, that the contractor must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect contractor's fitness and ability to continue performing the contract.

Pursuant to the Ordinance, by executing a contract with the City, the contractor pledges, under penalty of perjury, to comply with all applicable federal, state and local laws in performance of the contract, including but not limited to laws regarding health and safety, labor and employment, wage and hours, and licensing laws which affect employees. Further, the Ordinance, requires each contractor to: (1) notify the awarding authority within thirty calendar days after receiving notification that any governmental agency has initiated an investigation which may result in a finding that the contractor is not in compliance with Section 10.40.3 (a) of the Ordinance; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated Section 10.40.3 (a) of the Ordinance.

#### **9. Proprietary Interests of the City**

The City reserves the right to retain all submitted proposals which shall then become the property of the City and a matter of public record. Any department or agency of the City has the right to use any or all ideas presented in the proposal without any change or limitation. Selection or rejection of a proposal does not affect these rights. All proposals will be considered public documents, subject to review and inspection by the public at the City's discretion, in accordance with the Public Records Act.

Proposers must identify all copyrighted material, trade secrets or other proprietary information claimed to be exempt from disclosure under the California Public Records Act (California Government Code Sections 6250 et seq.) In the event such an exemption is claimed, the proposal must state: "(Name of Proposer) shall indemnify the City and hold it and its officers, employees and agents harmless from any claim or liability and defend any action brought against the City for its refusal to disclose copyrighted material, trade secrets or other proprietary information to any person making a request therefore." Failure to include such a statement shall constitute a waiver of the proposer's right to exemption from disclosure.

In any event, all information contained in this RFP/RFP is considered confidential and not open to the public or competing bidders until allowed by law.

## **10. Discount Terms**

Proposers agree to offer the City any discount terms that are offered to its best customers for the goods and services to be provided herein, and apply such discount to payments made under this agreement which meet the discount terms.

## **11. Municipal Lobbying Ordinance**

The Proposer shall submit the applicable Municipal Lobbying Ordinance Compliance Form - Bidder Certification CEC Form 50 that is attached as Attachment 2.

## **12. Municipal Campaign Finance Ordinance**

Persons who submit a response to this solicitation (bidders) are subject to Charter section 470(c) (12) and related ordinances. As a result, bidders may not make campaign contributions to and or engage in fundraising for certain elected City officials or candidates for elected City office from the time they submit the response until either the contract is approved or, for successful bidders, 12 months after the contract is signed. The bidder's principals and subcontractors performing \$100,000 or more in work on the contract, as well as the principals of those subcontractors, are also subject to the same limitations on campaign contributions and fundraising.

Bidders must submit CEC Form 55, attached as Attachment 2, to the awarding authority at the same time the response is submitted. The form requires bidders to identify their principals, their subcontractors performing \$100,000 or more in work on the contract, and the principals of those subcontractors. Bidders must also notify their principals and subcontractors in writing of the restrictions and include the notice in contracts with subcontractors. Responses submitted without a completed CEC Form 55 shall be deemed nonresponsive. Bidders who fail to comply with City law may be subject to penalties, termination of contract, and debarment. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **13. Equal Benefits Ordinance**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2.1, Equal Benefits Ordinance (EBO).

All Bidders/Proposers shall complete and upload, the Equal Benefits Ordinance Affidavit (two (2) pages) available on the City of Los Angeles'

Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to the award of a City contract, the value of which exceeds \$5,000. The Equal Benefits Ordinance Affidavit shall be effective for a period of twelve months from the date it is first uploaded onto the City's BAVN. Bidders/Proposers do not need to submit supporting documentation with their bids or proposals. However, the City may request supporting documentation to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/Proposers seeking additional information regarding the requirements of the Equal Benefits Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

#### **14. "Living Wage Ordinance and Service Contractor Worker Retention Ordinance"**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City and that involve an expenditure or receipt in excess of \$25,000 and a contract term of at least three (3) months, lessees and licensees of City property, and certain recipients of City financial assistance, shall comply with the provisions of Los Angeles Administrative Code Sections 10.37 et seq., Living Wage Ordinance (LWO) and 10.36 et seq., Service Contractor Worker Retention Ordinance (SCWRO). Bidders/Proposers shall refer to Attachment 6, "Living Wage Ordinance and Service Contractor Worker Retention Ordinance" for further information regarding the requirements of the Ordinances.

Bidders/Proposers who believe that they meet the proposals for one of the exemptions described in the LWO List of Statutory Exemptions shall apply for exemption from the Ordinance by submitting with their proposal the Bidder/Contractor Application for Non-Coverage or Exemption. The List of Statutory Exemptions and the Application for Non-Coverage or Exemption are included in the Attachment/Appendix.

The forms included with this are as follows:

LWO List of Statutory Exemptions

LWO Application for Non-coverage or Exemption

#### **15. Slavery Disclosure Ordinance**

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFB/RFP/RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code.

All Bidders/Proposers shall complete and upload, the Slavery Disclosure Ordinance Affidavit (one (1) page) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) prior to award of a City contract.

Bidders/Proposers seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>

#### **16. Americans With Disabilities Act.**

Any contract awarded pursuant to this shall be subject to the following:

The Contractor/Consultant hereby certifies that it will comply with the Disabilities Act 42, U.S.C. Section 12101 et seq., and its implementing regulations. The Contractor/Consultant will provide reasonable accommodations to allow qualified individuals with disabilities to have access to and to participate in its programs, services and activities in accordance with the provisions of the Disabilities Act. The Contractor/Consultant will not discriminate against persons with disabilities nor against persons due to their relationship to or association with a person with a disability. Any subcontract entered into by the Contractor/Consultant, relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph.

#### **17. Child Support Assignment Orders**

Any contract awarded pursuant to this shall be subject to the following:

This Contract is subject to Section 10.10 of the Los Angeles Administrative Code, Child Support Assignment Orders Ordinance. Pursuant to this Ordinance, Contractor/Consultant certifies that it will (1) fully comply with all State and Federal employment reporting requirements applicable to Child Support Assignment Orders; (2) that the principal owner(s) of Contractor/Consultant are in compliance with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally; (3) fully comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment in accordance with California Family Code Section 5230 et seq.; and (4) maintain such compliance throughout the term of this Contract. Pursuant to Section 10.10.b of the Los Angeles Administrative Code, failure of Contractor/Consultant to comply with all applicable reporting requirements or to implement lawfully served Wage and Earnings Assignment Orders and Notices of Assignment or the failure of any principal owner(s) of Contractor/Consultant to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the Contractor/Consultant under the

terms of this Contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by City. any subcontract entered into by the Contractor/Consultant relating to this Contract, to the extent allowed hereunder, shall be subject to the provisions of this paragraph and shall incorporate the provisions of the Child Support Assignment Orders Ordinance. Failure of the Contractor/Consultant to obtain compliance of its subcontractors shall constitute a default by the Contractor/Consultant under the terms of this contract, subjecting this Contract to termination where such failure shall continue for more than ninety (90) days after notice of such failure to Contractor/Consultant by the City (Attachment 10).

Contractor/Consultant shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Contractor/Consultant assures that to the best of its knowledge it is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the Employment Development Department as set forth in subdivision (1) of the Public Contract Code 7110.

**18. Nondiscrimination, Equal Employment Practices and Affirmative Action Program (Non-Construction)**

Bidders/Proposers are advised that any contract awarded pursuant to this procurement process shall be subject to the applicable provisions of Los Angeles Administrative Code Section 10.8.2., Non-discrimination Clause.

Non-construction services to or for the City for which the consideration is \$1,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.3., Equal Employment Practices Provisions. All Bidders/Proposers shall complete and upload, the Non-Discrimination/Equal Employment Practices Certification (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN but no later than the time when an individual Bid/Proposal is submitted. However, Bidders/Proposers with Certifications previously uploaded to BAVN and verified by the Office of Contract Compliance (OCC) do not need to re-submit.

Non-construction services to or for the City for which the consideration is \$100,000 or more shall comply with the provisions of Los Angeles Administrative Code Sections 10.8.4., Affirmative Action Program Provisions. All Bidders/Proposers shall complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at [www.labavn.org](http://www.labavn.org) at the time it registers on BAVN, but no later than the time when an individual Bid/Proposal is submitted. Bidders/Proposers opting to submit their own



Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City's BAVN. Bidders/Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.

Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful Bidder/Proposer prior to commencing work on the contract. The subcontractors' Non-Discrimination/Equal Employment Practices Certification(s) and Affirmative Action Plan(s) shall be retained by the successful Bidder/Proposer and shall be made available to the Office of Contract Compliance upon request.

Both the Non-Discrimination/Equal Employment Practices Certification and the City of Los Angeles Affirmative Action Plan Affidavit shall be effective for a period of twelve (12) months from the date it is first uploaded onto the City's BAVN.

Bidders/Proposers seeking additional information regarding the requirements of the City's Non-Discrimination Clause, Equal Employment Practices and Affirmative Action Program may visit the Bureau of Contract Administration's web site at <http://bca.lacity.org>.

## **19. First Source Hiring Ordinance**

Unless approved for an exemption, contractors under contracts primarily for the furnishing of services to or for the City, the value of which is in excess of \$25,000 and a contract term of at least three (3) months, and certain recipients of City Loans or Grants, shall comply with the provisions of Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO). Bidders/Proposers shall refer to Attachment 9, "First Source Hiring Ordinance" for further information regarding the requirements of the Ordinance.

## **B. STATEMENTS REQUIRED WITH PROPOSAL**

### STATEMENTS REQUIRED WITH PROPOSAL ONLINE ([www.labavn.org](http://www.labavn.org))

- Equal Benefits Ordinance Affidavit (2 pages)
- Slavery Disclosure Ordinance Affidavit (1 page)
- Equal Employment Practices and Affirmative Action Plan

### STATEMENTS REQUIRED WITH PROPOSAL (See Attachments)

#### **1. Bidder Certification CEC Form 50**

All proposers must submit a completed Bidder Certification CEC Form 50

(provided in Attachment 2). Please review the following link for more information on the City's Municipal Lobbying Ordinance: [http://ethics.lacity.org/PDF/laws/law\\_mlo.pdf](http://ethics.lacity.org/PDF/laws/law_mlo.pdf). Proposals submitted without a completed CEC Form 50 shall be deemed non-responsive.

## **2. Bidder Certification Form CEC 55**

Bidders must submit a CEC Form 55 (provided in Attachment 2) regarding the City's Municipal Campaign Finance Ordinance, to the awarding authority at the same time the response is submitted. Proposals submitted without a completed CEC Form 55 shall be deemed non-responsive. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or [ethics.lacity.org](http://ethics.lacity.org).

## **3. Proposer Workforce Information/Non-Collusion Statement**

Proposers shall submit with their proposal a statement indicating their headquarters address, as well as the percentage of their workforce residing in the City of Los Angeles. Proposer shall also submit a completed Workforce Information / NonCollusion Statement (provided in Attachment 4).

## **4. Collaborator Agreements (If Applicable)**

Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (See Attachment 5: Business Services Implementation Plan Collaborator Agreements).

## **5. Contractor Responsibility Ordinance (CRO) Questionnaire**

All proposers shall submit a completed CRO Questionnaire signed under penalty of perjury with their proposal (See Attachment 6: City of Los Angeles Responsibility Questionnaire). If a proposer will have subcontractors in the project, a list of the subcontractors must also be submitted with the proposal.

## **6. Equal Benefits Ordinance**

All Bidders/Proposers shall complete and submit **ONLINE**, with their proposal, the Equal Benefits Ordinance Compliance Affidavit, or Request for Waiver if applicable (See Section III. A.14 above.)

## **7. Equal Employment Practices and Affirmative Action Plan**

All Bidders/Proposers shall complete and submit **ONLINE**, with their proposal, the Non Discrimination, Equal Employment Practices and Affirmative Action Plan. (See Section III. A.13 above.)

## 8. Slavery Disclosure Ordinance

All Bidders/Proposers shall complete and upload **ONLINE**, with their proposal, the Slavery Disclosure Ordinance Affidavit (one (1) page) or exemption if applicable (See Section III A.16 above.)

## 9. Business Inclusion Outreach Program and MBE/WBE/OBE Outreach

All Bidders/Proposers shall submit proof of BIP outreach, documentation of registration and account activation in the Los Angeles Business Assistance Virtual Network (LABAVN) (Website: [www.labavn.org](http://www.labavn.org)) and perform outreach online 15 days prior to RFP due date, per Attachment 16; if applicable, identify the organization's certification in any of the following categories: Minority Business Enterprise (MBE), Women Business Enterprise (WBE), Other Business Enterprise (OBE), Small Business Enterprise (SBE), Emerging Business Enterprise (EBE) and Disabled Veteran Business Enterprise (DVBE); and perform OUTREACH for sub-contracting opportunities and comply with the City's Business Inclusion Outreach program.

OUTREACH MUST BE COMPLETED 15 DAYS PRIOR TO RFP DEADLINE.

## 10 Subcontractors

If a proposer will have subcontractors in the program, a list of the subcontractors must also be submitted with the proposal.

## B. Contract Execution Requirements

**If recommended for funding**, the proposer shall be required to enter into an agreement with the City of Los Angeles and comply with the requirements listed below. **Failure to comply with these requirements will result in non-execution of the contract.** A copy of the City's Standard Agreement is available upon request. The agreement with the selected proposer(s) will be on a **VARIABLE** to-be-negotiated fee-for-performance basis **OR** on a line item cost reimbursement basis.

### 1. Insurance Certificates

Contractors may be required to maintain insurance at a level to be determined by the City's Risk Manager, with the City named as an additional insured. Contractors who do not have the required insurance should include the cost of insurance in their bid. Contractors will be required to provide insurance at the time of contract execution.

2. Secretary of State Documentation

All contractors are required to submit one copy of their Articles of Incorporation, partnership, or other business organizational documents (as appropriate) filed with the Secretary of the State. Organizations must be in good standing and authorized to do business in California.

3. Corporate Documents

All contractors who are organized as a corporation or a limited liability company are required to submit a Secretary of State Corporate Number, a copy of its By-Laws, a current list of its Board of Directors, and a Resolution of Executorial Authority with a Signature Specimen.

4. City Business License Number

All contractors are required to submit one copy of their City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number. To obtain a Business Tax Registration Certificate (BTRC) call the City Clerk's Office at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, CA 90012. For more details, visit <http://finance.lacity.org>

5. Proof of IRS Number (W-9)

All contractors are required to complete and submit Proof of IRS Number (W-9) Form.

6. Nonprofit Status Documentation from the Internal Revenue Service (IRS)

Proposers must submit a copy of their notice from the IRS designating the agency as a 501(c)(3) organization or other evidence of its tax exempt status from the IRS, if applicable.

7. Certifications

Contractor shall provide copies of the following documents to the City:

- a) Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549.
- b) Certification and Disclosure Regarding Lobbying (not required for contracts under \$ 100,000). Contractor shall also file a Disclosure Form, at the end of each calendar quarter during which any event requiring

disclosure, or which materially effects the accuracy of the information contained in any previously filed Disclosure Form, occurs

- c) A Certificate Regarding Drug-Free Workplace Requirements (if applicable).

#### 8. Collaboration

The City may, at its discretion, require two or more proposers to collaborate as a condition to contract execution.

### C. Contractor Evaluation

At the end of the contract, the City will conduct an evaluation of the Contractor's performance. The City may also conduct evaluations of the Contractor's performance during the term of the contract. As required by Section 10.39.2 of the Los Angeles Administrative Code, evaluations will be based on a number of criteria, including the quality of work product or service performed, the timeliness of performance, the Contractor's compliance with budget requirements, and the expertise of personnel that the Contractor assigns to the contract. A copy of the Contractor Evaluation Form is available upon request. The Contractor will be provided with a copy of the final City evaluation and allowed fourteen (14) calendar days to respond. The City will use the final City evaluation, and any response from the Contractor, to evaluate proposals and to conduct reference checks when awarding other contracts.

## IV. PROPOSAL PACKAGE

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### A. General Preparation Guidelines

**If a proposer does not follow these instructions and/or information is left out or a particular exhibit and/or attachment is not submitted, the proposer may be determined to be ineligible and excluded from the review.**

1. The proposal must be submitted in the legal name of the firm or corporation and the corporate seal must be embossed on the original proposal. An authorized representative of the applicant organization who has legal authority to bind the organization in contract with the City must sign the proposal.
2. Proposers must submit one original and five (5) stapled copies. The original must be marked "Original" on the cover and must bear the actual "wet" signature(s) of the person(s) authorized to sign the proposal. The copies must

be numbered on the upper right hand side of the cover to indicate "Copy No. \_\_\_." Staple all pages firmly in the upper left-hand corner. Specialized coverings, **paper clips, or other removable fasteners are not acceptable.**

3. All proposals must be accompanied by a cover letter that should be limited to **one page**. The letter must :
  - include the title, address, telephone number, fax number, and e-mail of the person(s) who will be authorized to represent the proposer and each collaborator.
  - be signed by the person(s) authorized to bind the agency to all commitments made in the proposal and, if applicable, be accompanied by a copy of the Board Resolution authorizing the person(s) to submit the proposal. If a Board Resolution cannot be obtained prior to proposal submission, it may be submitted no later than **three (3) calendar weeks** after the proposal submission deadline.
  - identify the individual or firm which prepared or assisted in preparing the proposal. If that individual or firm will not participate in the implementation of the project, describe how the transfer of responsibility will occur to ensure timely implementation.
4. Proposals must be submitted in the English language. Numerical data must be in the English measurement system; costs must be in United States dollars.
5. The Narrative is limited to twelve (12) pages and must follow these standards:
  - Font size – 12 points
  - Margins – At least 1 inch on all sides
  - Line spacing – Single-spaced
  - Single-sided, plain white paper

**Pages in excess of the stated limits will not be read and will not be considered in scoring.**

6. Each page of the proposal, including exhibits, must be numbered sequentially at the bottom of the page to indicate Page \_\_\_ of \_\_\_ .
7. Please use the indicative mood (will, shall, etc.) in narratives rather than the subjective (would, should, etc.) so that proposals can be easily converted to contract form.
8. The Proposal Checklist lists all narratives, exhibits and certifications that must be included in the proposal. In assembling the completed proposal, please

insert the exhibits and certifications where they are indicated in the Proposal Checklist. The Proposal Checklist will serve as your Table of Contents.

9. Answers should be as concise as possible while providing all the information requested.
10. In completing the narratives and exhibits, including the budget, please include and clearly identify the services to be provided by and the demonstrated ability of subcontractors, if any.

## **B. Narratives (12 page maximum)**

### **1. Narrative 1 – Demonstrated Ability**

Respond to the following questions to describe your proposals and capability to provide the services solicited. (You do not need to answer questions individually.) Use concrete language and quantifiable measurements whenever possible.

- a) Describe the experience of yourself and your firm in addressing issues and concerns similar to those set forth in the Scope of Work.
- b) Complete the references worksheet, providing client contacts for at least three successfully completed work projects or programs in the specific subject areas and technical studies for which the individual or firm would like to be considered. The references worksheet does not count toward the page limit.
- c) Provide the names of key personnel to be engaged in the proposed study, either as employees or as subcontractors. For each key person identified, provide the following information: the tasks each will perform; the number of hours each will devote to this study; the hourly billing rate for each employee or subcontractor; each person's academic credentials, professional licensure, and affiliations; and each person's relevant work experience in years and level of responsibility. In addition, please indicate the reporting relationships of key personnel and the study's management structure.
- d) A completed work sample should be provided with your Proposal (up to three work samples). To the extent practicable, the personnel who will provide the services listed in the Proposal should have completed the work sample. The work sample will not be returned. The work sample(s) do not count toward the page limit.

## 2. Narrative 2 – Project Concept and Design

Respond to the following questions to explain the activities you will undertake and describe the deliverables you will produce in order to address the Scope of Work. (You do not need to answer questions individually.) Use concrete language and quantifiable measurements whenever possible.

- a) Describe the methodology and/or the protocols you will employ in addressing the topic(s) set forth in the Scope of Work and where applicable describe your proposed structure for reporting to the LAHD.
- b) Where applicable, describe your method for outreach. How will you promote participation?
- c) Provide a timeline for the proposed study, identifying project milestones and key deliverables. In addition, please indicate any other commitments or barriers that would delay the commencement of the work or impose a significant break in the workflow.
- d) Provide an itemized budget for the proposed work, listing the individual costs of key personnel and anticipated non-salary expenses (e.g., mileage, supplies, etc.). The budget should be further subdivided to allocate estimated costs to the various components identified in the Scope of Work. Please note that the City cannot pay for administrative overhead or reimbursable expenses with the exception of subcontracted items or labor.
- e) Where applicable, describe the various printed and presentation-style reports you intend to produce and explain how each is suitable for the different user levels.

## 3. Narrative 3 (optional) – Additional Information

If certain requirements are not being addressed, explain why. Present any critical information that has not been requested by the .

### C. Documents to be Completed

Proposers must complete and submit all of the Attachments, Exhibits and Certification forms. **Do not assume that any document is not applicable.** Use the Proposal Checklist as a guide.



**D. Proposal Checklist**

Follow this sequence in presenting your proposal with the checklist serving as the Table of Contents.

**REQUEST FOR PROPOSALS (RFP)  
Housing Studies and Services**

**TABLE OF CONTENTS**

Proposals must be ordered as indicated on this form.

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Cover Letter (Letterhead)	
<b>APPLICANT FORMS</b>	<b>Page Number</b>
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Section b	
<b>Narrative 2</b>	
Section a	
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<b>Narrative 3</b>	
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Section b	

<b>Narrative 6</b>	
<b>ATTACHMENTS</b>	<b>Page Number</b>
Attachment 2 - Bidder Certification CEC Form 50 & 55	
Attachment 3 – Technical Assistance Form	
Attachment 4 - Proposer Workforce Information/Non-Collusion Statement	
Attachment 5 - Business Services Implementation Plan Collaborator Agreements	
Attachment 6 - Contractor Responsibility Questionnaire	
Attachment 7 - Equal Benefits Ordinance compliance Form/Reasonable Measures	
Attachment 8 – Los Angeles Business Assistance Virtual Network	
Attachment 9 – First Source Hiring Ordinance Forms 1 & 2	
Attachment 10 – Business Inclusion Program	

**V. LIST OF ATTACHMENTS**

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1. Technical Assistance Request Form
2. References Worksheet
3. Itemized Budget
4. Contractor Responsibility Questionnaire
5. Equal Benefits Ordinance Compliance Form(s)
6. Living Wage Ordinance Application for Non-coverage or Exemption
7. MBE/WBE/OBE Outreach Form
8. Municipal Lobbying Ordinance Compliance Form
9. Slavery Disclosure Ordinance
10. Child support
11. City Insurance Requirements

12. Secretary of State Documentation
13. Corporate Documents
14. Business License
15. IRS
16. Certifications
17. Affirmative Action
18. Collaboration

DRAFT

**ATTACHMENT 2**

\_\_\_\_\_ AMENDMENT  
TO AGREEMENT \_\_\_\_\_ OF CITY OF LOS ANGELES CONTRACT  
BETWEEN  
THE CITY OF LOS ANGELES  
AND  
CONTRACTOR NAME  
Service Category

THIS SECOND AMENDMENT to Agreement Number \_\_\_\_\_ of City of Los Angeles Contract is made and entered into by and between the City of Los Angeles, hereinafter referred to as the City, and CONTRACTOR NAME, hereinafter referred to as the Contractor.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an Agreement wherein the Contractor shall provide certain services, said Agreement is contract No. \_\_\_\_\_ of city contracts, executed on \_\_\_\_\_ and amended on \_\_\_\_\_, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, Section §506 of the Agreement provides for amendments to the Agreement; and

WHEREAS, the City and the Contractor are desirous of amending the Agreement as authorized by the City Council and the Mayor (Council File Number \_\_\_\_\_, adopted by City Council on \_\_\_\_\_, and concurred by the Mayor on \_\_\_\_\_) which authorizes the General Manager of the Los Angeles Housing Department to prepare and execute an amendment to the Agreement for the purpose of: (a) adding an additional \_\_\_ months for a new ending date of March 31, 2013; (b) adding additional \_\_\_\_\_ (\$\_\_\_\_\_) for a new total contract compensation amount of \_\_\_\_\_ (\$\_\_\_\_\_); and (c) making such other changes as are required in connection with the foregoing, all as detailed elsewhere in this Amendment; and

WHEREAS, this Amendment is necessary and proper to continue and/or complete certain activities authorized under the Agreement.

NOW, THEREFORE, the City and the Contractor agree that the Agreement be amended effective \_\_\_\_\_ as follows:



DRAFT

IN WITNESS WHEREOF, the City of Los Angeles and the Contractor have caused this Agreement to be executed by their duly authorized representatives.

APPROVED AS TO FORM AND LEGALITY:

CARMEN A. TRUTANICH, City Attorney

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

By \_\_\_\_\_  
Deputy/Assistant City Attorney

For: THE CITY OF LOS ANGELES

Date \_\_\_\_\_

DOUGLAS GUTHRIE  
General Manager  
Los Angeles Housing Department

ATTEST:  
JUNE LAGMAY, City Clerk

By \_\_\_\_\_  
Title \_\_\_\_\_

By \_\_\_\_\_  
Deputy City Clerk  
Date \_\_\_\_\_

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 2012

For: Contractor Name

(Contractor's Corporate  
Seal or Notary)

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

ATTEST:  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_

City Business License Number: \_\_\_\_\_  
Internal Revenue Service ID Number: \_\_\_\_\_

Council File Number	Contract/Amendments	Dates

Said Agreement is the Second Amendment of Agreement Number \_\_\_\_ of City Contracts.

