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April 10, 2015

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Honorable Eric Garcetti Mayor, City of Los Angeles 200 North Spring Street, Room 303 Los Angeles, CA 90012

Attention: Mandy Morales, Legislative Coordinator

TRANSMITTAL: REQUEST TO APPROVE RELEASE OF A REQUEST FOR PROPOSALS (RFP) FOR TENANT OUTREACH AND EDUCATIONAL SERVICES FOR THE CITY'S RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP) AND EXTEND THE TERMS OF THREE EXISTING REAP AND UMP TENANT OUTREACH CONTRACTS

SUMMARY

Los Angeles Housing and Community Investment Department (HCIDLA) seeks authority to issue a new Request for Proposal (RFP) for the selection of tenant outreach contractors for the Rent Escrow Account Program (REAP) and the Utility Maintenance Program (UMP), as well as an extension of the terms for three existing tenant outreach contractors, the Coalition for Economic Survival, the Inner City Law Center, and Inquilinos Unidos, to ensure a continuity of services while contractors are selected through the RFP process. The Department currently operates a tenant outreach program for the REAP and UMP enforcement programs. This tenant outreach program, which has been successful in supporting REAP and UMP, is intended to encourage landlords to maintain their properties and to bring properties that have existing Housing Code violations into compliance. The tenant outreach program provides information and education to tenants, encourages tenants to participate in REAP, and aids the City in reducing tenant constructive evictions due to non-payment of utilities. The Department prevents constructive evictions by using available escrow funds to pay the Los Angeles Department of Water and Power (LADWP) for utility services when property owners fail to make timely payments. The tenant outreach contractors also assist property owners in ensuring that violations are removed, and facilitate conflict resolution between landlords and tenants.

Currently, the Department contracts with four tenant outreach contractors to provide tenant outreach services for REAP and UMP at a total annual cost of \$420,000 (CF 11-1783). The current contracts with the existing contractors will expire on June 30, 2015. The proposed RFP will increase the total available funding to \$600,000 annually, and will enable HCIDLA to continue utilizing the services of contractors to provide tenant outreach services for REAP and UMP, and ensure increased tenant participation in these programs. The Department's use of contractors to perform tenant outreach services has given HCIDLA the flexibility to meet the needs of both tenants and landlords, while keeping costs down through efficient use of available staff and resources.

Upon receipt of the City authorizations, HCIDLA plans to execute the new contract on or about October 2015. To maintain existing services while HCIDLA completes the RFP process, the Department requests an extension of three months to the existing terms of the REAP and UMP tenant outreach contracts to expire on the date the new contracts are executed, and an increase in total compensation of \$150,000, revising the total contract award from \$1,260,000 to \$1,410,000.

Agency	Original Term July 1, 2012 – June 30, 2013	1 st Amendments July 1, 2013 – June 30, 2014	2 nd Amendments July 1, 2014 – June 30, 2015	3 rd Amendments July 1, 2015 – September 30, 2015	Total
Coalition for					
Economic Survival	\$ 105,000	\$ 105,000	\$ 105,000	\$ 50,000	\$ 365,000
Inner City Law Center	\$ 105,000	\$ 105,000	\$ 105,000	\$ 50,000	\$ 365,000
Inquilinos Unidos	\$ 105,000	\$ 105,000	\$ 105,000	\$ 50,000	\$ 365,000
Los Angeles Center	-				
for Law and Justice	\$ 105,000	\$ 105,000	\$ 105,000		\$ 315,000
	\$ 420,000	\$ 420,000	\$ 420,000	\$ 150,000	\$ 1,410,000

The Los Angeles Center for Law and Justice, currently engaged as a tenant outreach contractor for REAP and UMP, is discontinuing their housing services starting July 1, 2015. As a result, the Department is not seeking an extension of their contract. For the period of the requested contract extension, the workload and responsibilities of the Los Angeles Center for Law and Justice will be split among the three remaining tenant outreach contractors.

HCIDLA has requested a determination on Charter Section 1022 from the Personnel Department to show that the City currently does not have the staff available to perform the required REAP and UMP tenant outreach services. This determination is currently under review by the Personnel Department.

A copy of this transmittal, along with the draft of the Request for Proposal, has been forwarded to the City Attorney for concurrent review and approval as to form.

RECOMMENDATIONS

The General Manager of HCIDLA respectfully requests that this transmittal be scheduled for consideration at the next available meeting(s) of the appropriate City Council committee(s) and be scheduled for consideration by the full City Council immediately thereafter.

The General Manager of HCIDLA further recommends that the City Council, subject to the approval of the Mayor, take the following actions:

- 1. AUTHORIZE the General Manager of HCIDLA, or designee, to issue and release an RFP for a new contract(s) for tenant outreach and educational services for REAP and UMP, subject to the approval of the City Attorney as to form, to commence on or about October 1, 2015 for a nine month period with an option to extend for two additional periods of up to one year each, subject to the contractor performance and availability of funds.
- 2. AUTHORIZE the General Manager of HCIDLA, or designee, to assess the responses to the subject RFP and submit the results with recommendations to the Mayor and City Council, including funding levels and Controller instructions.
- 3. AUTHORIZE the General Manager of HCIDLA, or designee, to execute third amendments to the contracts with the Coalition for Economic Survival, Inner City Law Center, and Inquilinos Unidos, extending the term of the contracts by three months, ending on September 30, 2015, and increasing each contract amount by \$50,000, in substantial conformance with the attached draft agreements, subject to funding availability and the approval of the City Attorney as to form:

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	Amendments 3			
Contract No.	Agency	FY14-15	Total	
C-120739	Coalition for Economic Survival	\$ 50,000	\$ 365,000	
C-120741	Inner City Law Center	\$ 50,000	\$ 365,000	
C-120738	Inquilinos Unidos	\$ 50,000	\$ 365,000	
C-120736	Los Angeles Center for Law and Justice	\$ 0	\$ 315,000	
		\$ 150,000	\$ 1,410,000	

4. AUTHORIZE the City Controller to:

a. Allocate and expend funds upon proper written demand of the General Manager of HCIDLA, or designee, on an as needed basis not to exceed \$142,500.00 from Fund No. 41M, Systematic Code Enforcement Trust Fund, Department 43 as follows:

Account No.	Account Name	<u>Amount</u>
43K228	Rent & Code Outreach Program	\$142,500

b. Allocate and expend funds upon proper written demand of the General Manager of HCIDLA, or designee, on an as needed basis not to exceed \$7,500.00 from Fund No. 440, Rent Stabilization Trust Fund, Department 43 as follows:

Account No.	Account Name	<u>Amount</u>
43K228	Rent & Code Outreach Program	\$7,500

5. AUTHORIZE the General Manager of HCIDLA, or designee, to prepare Controller instructions for any necessary technical adjustments consistent with the Mayor and Council actions in this matter, subject to the approval of the City Administrative Officer (CAO), and request the Controller to implement these instructions.

BACKGROUND

In 1988, the City Council and the Mayor, increasingly concerned with the deterioration of rental housing in the City, adopted the REAP whereby tenants could place their rents into an escrow account when the landlord had refused or consistently failed to correct cited deficiencies (CF 87-1084-S2). In 1997, the City established the REAP outreach program whereby it contracted with community organizations to expand participation by tenants in the REAP through provision of education and outreach to tenants residing in the subject buildings (CF 93-1850-S1). The REAP/UMP outreach program has since grown to include a total of 5 outreach contractors, 4 of which provide services primarily to tenants residing in units subject to REAP or UMP, and one which provides services primarily to rental property owners subject to these enforcement programs. The services provided by the outreach contractors have contributed to the success of REAP and UMP and enabled these programs to have a significant and lasting impact on communities citywide. REAP and UMP encourage property owners to improve the safety and habitability conditions of rental units throughout the City, resulting in a significant re-investment in rental properties, increasing their value, and extending the life of the City's rental housing stock. Additionally these programs contribute to the sustainability of communities in Los Angeles by removing blight and providing a safe and livable City.

To provide a continuity of services beyond normal business hours, the Department is able to call on the services of the outreach contractors to respond to the needs of constituents, subject to REAP and UMP, seven days a week. This is especially important when essential services are in danger of being shut off or terminated. The outreach contractors can work with the tenants and the property owners or management companies to facilitate the process of using available funds in the escrow accounts to pay for utilities and prevent the termination of essential services. As a result, since 2010, the Department has released \$2.6 million from the escrow account funds to prevent the termination of essential services on 831 occasions.

Through education and outreach to both tenants and landlords the outreach contractors encourage property owners to address the violations cited on their properties and maintain their properties even after it is removed from REAP. Since 2010, the Department has closed more REAP and UMP cases than were opened, indicating that the overall habitability of rental units has improved. Another impact of educating landlords and tenants about their rights and responsibilities is evidenced by the low rate of recidivism. A Department study shows that the recidivism rate for properties in REAP is only 6%.

REQUEST FOR PROPOSAL (RFP) PROCESS

This RFP will solicit qualified firm(s) to provide tenant outreach and educational services for REAP and UMP.

The Department proposes executing new contracts with one or more firms commencing on or about October 1, 2015 for a nine month period with an option to extend for two additional periods for up to one year each, for a total not to exceed two years and nine months, subject to contractor performance, available funding and approval by the Mayor and City Council.

Applicants for the REAP/UMP Outreach Services must satisfy the following conditions:

- 1. Must be in good standing with any regulatory oversight agencies.
- 2. Do not have any disallowed or outstanding debts to the City of Los Angeles.
- 3. Are qualified to conduct business in the State of California.
- 4. Have at least three years of experience performing outreach and educational services for low and moderate income tenants (as individuals or in groups) with respect to landlord/tenant law. Applicants must also have experience related to the REAP and the UMP.
- 5. Have the ability to put an effective tenant outreach program into operation at the beginning of the contract term.
- 6. Are able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed. It is desirable for all applicants to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible.
- 7. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
- 8. Have not been debarred by the federal government, State of California or local government.
- 9. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State.
- 10. If the proposer has contracted with the State of California or the City of Los Angeles, it must not have an outstanding debt, which has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with HCIDLA, it must not have a current disputed or disallowed cost.

All proposals will be reviewed by HCIDLA staff based on the evaluation criteria. Each proposal will be evaluated on its own merit for demonstrated ability, program design and effective resource allocation. All proposals must comply with the City's standard provisions to be deemed responsive.

The City will notify all proposers of the results of the proposal evaluations. Applicants may appeal procedural issues only by submitting a letter to the HCIDLA within five working days of receiving notification. Appeals will be reviewed before a panel headed by the General Manager of the HCIDLA or designee.

The City Council and the Mayor will exercise final authority in the selection of the contractor(s), as well as the allocation of funds to be awarded through this RFP.

FISCAL IMPACT STATEMENT

There is no impact to the General Fund. All contracts will be supported using the Code Enforcement and Rent Stabilization Trust Funds.

City of Los Angeles Housing and Community Investment Department RFP – REAP and UMP Tenant Outreach Services RFP $Page\ 6$

Attachments:

Attachment 1: Draft RFP for Tenant Outreach and Educational Services for the City's REAP and UMP Programs

Attachment 2: Draft - Third Amendment to Agreement no C-120739 with Coalition for Economic Survival

Attachment 3: Draft - Third Amendment to Agreement no C-120741 with Inner City Law Center

Attachment 4: Draft - Third Amendment to Agreement no C-120738 with Inquilinos Unidos

City of Los Angeles Housing and Community Development Department RFP – REAP and UMP Tenant Outreach Services RFP Page 7

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General Manager





Eric Garcetti, Mayor Rushmore D. Cervantes, General Manager

Request for Proposals (RFP)

Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) Tenant Outreach and Education Services

Release Date	TBD
RFP Submission Deadline	TBD Proposals shall be accepted no later than 4:00 p.m. via hand delivery or courier to address listed below. If mailed, post marked no later than 11:59 p.m. on TBD and addressed to address listed below.
Submission Address	Los Angeles Housing and Community Investment Department Attn: Planning and Procurement Unit 1200 West 7 th Street, 1 st Floor Public Counter Los Angeles, CA 90017
Mandatory Proposers' Conference	TBD (10:00 a.m. – Noon) HCIDLA, 1200 W. 7 th St., 6 th floor Main conference room RSVP by TBD via email to: hcidla.planning@lacity.org
Request for Technical Assistance Deadline	TBD Submit by email only to: hcidla.planning@lacity.org All questions and answers will be available to all proposers on the LABAVN website at: www.labavn.org
Business Inclusion Program (BIP) and Outreach Deadline	TBD No Later than 11:59 p.m. (See RFP page 19 and Attachment 4 for outreach instructions)

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

<u>www.losangelesworks.org</u>

<u>www.labavn.org</u>

City of Los Angeles Housing and Community Investment Department Request for Proposals REAP and UMP Tenant Outreach Services

Table of Contents

l.	BACK	GROUND	PAGE
	A.	Administrative Entity	1
	B.	Overview	1
II.	RFP S	PECIFICATIONS	
	A.	Services Solicited	2
	B.	Scope of Work	3
	C.	Eligible Proposers	5
	D.	Budget and Sources of Funds	6
	E.	Contract Term	
	F.	Preliminary Schedule	7
	G.	Mandatory Proposers' Conference	7
	H.	Technical Assistance	
	1.	Deadline for Submission of Proposals	7
	J.	Evaluation Criteria	
	K.	Proposal Review Process	9
	L.	Proposal Appeal Process	
III.	GENE	RAL RFP INFORMATION	
	A.	General Proposal Conditions	11
	В.	Statements Required With Proposal	
	C.	Contract Execution Requirements	
	D.	Contractor Evaluation Ordinance	
IV.	PROP	OSAL PACKAGE	
	A.	General Preparation Guidelines	24
	B.	Narratives	25
	C.	Documents to be Completed	25
	D.	Proposal Checklist	25

V. ATTACHMENTS

ATTACHMENT 1

Proposal Checklist – Table of Contents

ATTACHMENT 2

Proposer Workforce Information/Non-Collusion Affidavit

ATTACHMENT 3

Business Services Implementation Plan Collaborator Agreements

ATTACHMENT 4

Business Inclusion Program and MBE/WBE/OBE Outreach

ATTACHMENT 5

Iran Contracting Act of 2010 Compliance Affidavit

ATTACHMENT 6

Corporate Documents

ATTACHMENT 7

Living Wage Ordinance and Service Contractor Worker Retention Ordinance

ATTACHMENT 8

Living Wage Ordinance Statutory Exemptions

ATTACHMENT 9

Child Support Obligations

ATTACHMENT 10

Guidelines for Preparation of Budget Forms

I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing and Community Investment Department (HCIDLA) administers various programs including but not limited to affordable housing, first-time home buyers, housing rehabilitation, the Rent Stabilization Ordinance, Systematic Code Enforcement, the Rent Escrow Account Program (REAP), Utility Maintenance Program (UMP) and other services to ensure safe, decent and affordable housing in the City of Los Angeles.

On behalf of the City of Los Angeles (the City), the Los Angeles Housing and Community Investment Department (HCIDLA) will serve as the administrative entity for this request for proposals (RFP).

HCIDLA has been authorized to release this RFP pursuant to action(s) approved by the Los Angeles City Council and Mayor (City Council File No. XX-XXX).

B. OVERVIEW

In 1997, the City established REAP to address the growing problem of health and safety violations in substandard rental properties. Properties with outstanding Housing Code violations are referred to the program through various means. Once referred, landlords are given an opportunity to appeal the decision through a General Manager's Hearing. REAP includes a rent reduction component which establishes reduced rents for tenants living in the units with outstanding violations (or all units in a building when violations are found in common areas). The rent reduction amounts are based on the nature and severity of the violations cited on the property. Tenants residing in units that are subject to REAP have the option to submit their reduced rent into an escrow account administered by HCIDLA. While a property remains in REAP, landlords and tenants can request a release of funds from the escrow account for various reasons authorized by REAP Regulations 1200 to pay for repairs, utilities, or relocation expenses. The amounts available for release are limited to the amount deposited for that property into the escrow account. After accepting a property into REAP, HCIDLA will file and record with the Los Angeles County Registrar-Recorder's Office a notice legally describing the real property and stating that the subject property has been placed in REAP.

When all cited violations are remedied and the property is in compliance, an HCIDLA Case Manager will sign-off on the violations and notify the REAP/UMP Unit. REAP/UMP Unit staff will then contact other agencies including the County Health Department, Los Angeles Fire Department, and Los Angeles Department of Building and Safety to determine if there are other outstanding orders against the property. In addition, the Unit will contact the Department of Water and Power (DWP) to determine

if all utility bills are current. Once all of these elements are satisfied, the Unit will recommend to the City Council to authorize removal of the property from REAP.

In addition to REAP, the City also established the Utility Maintenance Program (UMP), which is a joint effort between HCIDLA and the DWP to ensure that water and electric utilities on rental properties are maintained. When the owner of a master metered apartment building, which is within the jurisdiction of the Rent Stabilization Ordinance, fails to pay the water and electric bills and is at risk of service shut-off, DWP may refer the property to the UMP. In the same manner that a property is placed into REAP, the landlord is officially notified by the HCIDLA Hearings Unit that his/her property is accepted into UMP, at which time the landlord has the opportunity to appeal. Once a property is accepted in UMP, an escrow account is established, into which rents may be deposited. The funds held in escrow are used to pay DWP on a monthly basis, thus preventing the termination of water and utility services for tenants. The property remains in the UMP until DWP requests HCIDLA to remove the property from the program, the owner has paid all fees due HCIDLA, and there is no REAP case against the property.

As with REAP, an Outreach Contractor will be assigned to provide outreach and educational services to the tenants, while the Outreach Contractor for landlords will be assigned the case to specifically perform site visits and provide educational services to landlords regarding their rights under UMP. The Tenant Outreach Contractor provides outreach and educational services primarily to the tenants and encourages the tenants to participate in the program so that the funds in the escrow account can be used to pay for the utility bills.

The success of these programs and the subsequent improvement of rental housing conditions depend on tenant and landlord's understanding of the programs and their level of involvement and participation. The City values a commitment to the operation and jurisdiction of various related enforcement agencies and the goals and objectives of REAP and UMP. In view of this requirement, the City Council and the Mayor have authorized the HCIDLA to release this Request for Proposal to acquire outreach services for the tenants.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED

The City seeks to contract with an experienced organization to develop and carry out a successful outreach program that will inform and educate tenants who reside in properties subject to REAP/UMP about their rights and responsibilities under these programs.

Specifically, the REAP and UMP Outreach plan must:

- Create an awareness of REAP/UMP as well as educating tenants regarding REAP and UMP.
- 2. Develop clear, accessible, and user-friendly materials for tenants about the REAP and UMP programs and how to participate in these programs.
- 3. Develop printed materials for outreach site meetings or mailing to educate tenants about the REAP and UMP and utilize mass electronic communication including email to interact with tenants and their representatives.
- 4. Develop a collaborative relationship with the Landlord Outreach Contractor and landlord organizations to leverage resources and create a team to resolve landlord-tenant issues which result in the expedited removal of properties from REAP/UMP and further prevent them from being returned to these enforcement programs.

B. SCOPE OF WORK

Specific deliverables for implementing the REAP and UMP Outreach Program will be identified by the HCIDLA and included in the contract. In addition, the contractor shall provide the following:

- 1. Outreach Methodology. Annually, provide an HCIDLA-approved work plan outlining the outreach methodology including staff and detail methods that will successfully inform and educate property owners and tenants about the REAP and UMP requirements. This work plan should include a basic strategy of how the outreach services will be provided. The work plan shall include detailed methodology of the Outreach Program including, but not limited to the following: holding on-site meetings with landlords and tenants; disseminating information via telephone calls, U.S. postal mailings, and e-mail; developing seminars and group training sessions for outreach programs; and, developing benchmarks for case closures. The Contractors shall also be responsible for conducting an average of two site visits during the duration of cases. The Contractors shall make evening and weekend schedules available for provision of services under this Agreement.
- 2. Client Services. Provide advocacy through counseling and technical assistance with matters directly related to REAP and UMP, including but not limited to: conducting group training; providing individual assistance; facilitating communication with the Department's Code Enforcement Division; linking tenants to those who can provide the needed services; providing updated information on recent Housing Code requirements; providing tenants with the status of their case; and explaining provisions of REAP and UMP ordinances and regulations to the tenants.
- 3. <u>Multilingual Services</u>. Provide translators and bilingual educational materials in English and the dominant language(s) identified by the Contractors for all site

visits and/or meetings at any individual building.

- 4. <u>Staff Communication</u>. The Contractor(s) must maintain close contact with REAP/UMP Unit staff, inspectors, and senior staff for information and updates on building and case-related matters, including, but not limited to: progress toward the correction of habitability deficiencies; unlawful detainers; and, allegations of harassment.
- 5. Referral Services. The Contractor(s) must refer matters not associated with this program to appropriate entities such as the Department of Consumer Affairs, an appropriate legal aid organization, and various citing agencies, including the HCIDLA, the Department of Building and Safety, the Los Angeles Fire Department, and the Los Angeles County Department of Health Services, and DWP.
- 6. Assignment and Closure of Cases. Cases will be assigned to the Contractor(s) when the HCIDLA determines that the property or dwelling unit is accepted into the REAP or UMP. The Contractor(s) will provide outreach and educational services to the tenants whose units are included in the referral. The Contractor(s) will explain the cited violations on a property and provide assistance and education to tenants about their rights and responsibilities as tenants living in a REAP property. The Contractor(s) may also be required to perform data entry in any existing/requested HCIDLA information system.

Although ultimate case closure is the determination of the HCIDLA, the Contractor(s) shall conduct a site visit and provide the property owners and the HCIDLA staff with their advisory opinion about the completion of the needed work. The Contractor(s) also shall be available to assist the HCIDLA in gaining access to the dwelling units assigned to the Contractor(s) for assessing violations.

7. Response Time Stipulations. The Contractor(s) shall give priority and respond immediately to urgent matters such as discontinuation of utility services due to foreclosure and other related matters. The Contractor(s) shall respond to inquiries received via e-mail or telephone from tenants within two working days of receipt of the inquiry. The Contractor(s) shall conduct final site visits requested from owners within five (5) working days of receipt of the requests.

In the case of UMP, when payment arrangements have been established between the property owner and the DWP, the REAP and/or UMP case will be closed upon notification by DWP. The HCIDLA will then notify the Contractor(s) to cease outreach and education activity due to the closure of the case.

- 8. Printed Materials. Develop and print clear, accessible, and user-friendly materials in English and the dominant language(s) identified by the Contractor(s) to inform eligible tenants about the REAP and UMP programs. In addition, the Contractor(s) shall develop printed materials for outreach site meetings. All printed materials must be reviewed and approved by the HCIDLA prior to use.
- 9. <u>Legal Service Referrals</u>. If, in the course of providing services under this Contract, legal service providers selected as Contractors are asked by tenants, owners, property managers, or other members of the public to provide legal services, they must furnish the person with a City-approved list of alternative sources of those legal services, including the Contract agency, so that the persons requesting legal assistance can make an informed choice.
- 10. <u>Tenant/Contractor Communication</u>. In the course of providing outreach and educational services, when required, the Contractor(s) will maintain the lines of communication between the property owner, tenants, and the Landlord Outreach Contractor to ensure information clarity, and provide intermediary resolution assistance in an effort to reach a solution to the habitability issues listed on the referring agency's referral to the HCIDLA.
- 11. Reports. The Contractor(s) will be required to provide information and prepare reports documenting the progress with each case. Additionally, the Contractor(s) may be requested to prepare ad hoc reports relevant to the services rendered and/or to be rendered in furtherance of the terms of this Contract. The form, format, and content of the information and reports will be determined by HCIDLA and communicated to the Contractor(s). The Contractor(s) should allocate resources in anticipation of the need for reporting.
- 12. Meetings. The Contractor(s) will be required to attend regular meetings with the HCIDLA staff and management to communicate topics including, but not limited to the following: program progress; program issues; and, impact of the program activities. These meetings will be scheduled by the HCIDLA. The Contractors may also be required to attend meetings with other City entities or community meetings in relation to the work of the Program.

C. ELIGIBLE PROPOSERS

Proposals will be accepted only from individuals or organizations that:

- 1. Must be in good standing with any regulatory oversight agencies.
- 2. Do not have any disallowed or outstanding debts to the City of Los Angeles.
- 3. Are qualified to conduct business in the State of California.

- 4. Have at least three (3) years experience performing outreach and educational services for tenants (as individuals or in groups) with respect to landlord/tenant law. Have knowledge and experience related to the REAP and the UMP.
- 5. Have the ability to put an effective tenant outreach program into operation at the beginning of the contract term.
- 6. Are able to offer services in both English and Spanish, at minimum, and arrange translation services for other languages as needed. It is desirable for all applicants to have conflict resolution experience between landlords and tenants to resolve disputes while remaining as neutral as possible.
- 7. Have not been determined to be non-responsible or been debarred by the City pursuant to the Contractor Responsibility Ordinance.
- 8. Have not been debarred by the federal government, State of California or local government.
- 9. If a corporation or limited liability company, the proposer must be in good standing with the Secretary of State.
- 10. If the proposer has contracted with the State of California or the City of Los Angeles, it must not have an outstanding debt, which has not been repaid or for which a repayment agreement plan has not been implemented. If it has contracted with HCIDLA, it must not have an outstanding disallowed cost or other liability to the City.

D. BUDGET AND SOURCES OF FUNDS

The total annual budget for the REAP and UMP Tenant Outreach and Education Program is not to exceed **\$600,000**, subject to availability of funds and contract approval by the City Council. The budget is tentatively allocated toward four tenant outreach contractors. However, individual contract compensation may change depending on the number of qualified contractors to be selected.

Total contract amount may vary according to the number of contracts awarded. The Agreement with the selected applicants will be on a fee for performance basis.

E. CONTRACT TERM

The initial contract shall be commenced on or about October 1, 2015 for a nine-month period with an option to extend for up to two additional one-year terms, subject to the availability of funds, contractor's continuing compliance with applicable Federal, State, and local government legislation, and an evaluation of contractor's performance.

F. PRELIMINARY SCHEDULE

<u>Event</u> Date

Request for Proposals Released TBD

Mandatory Proposers' Conference TBD

Proposal Submission Deadline TBD (in-person delivery)

TBD (post marked)

G. MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference has been scheduled to answer questions about this RFP. See cover page for Conference date and location. At this Conference, City staff will review the RFP document and respond to questions regarding requirements of the RFP. City staff will not provide assistance regarding a proposer's individual project design. All proposers must attend the conference. BRING YOUR OWN COPY OF THE RFP. NO COPIES WILL BE PROVIDED AT THE CONFERENCE.

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 the Planning and Procurement Unit at (213) 922-9621 seventy-two (72) hours prior to the date of the conference to ensure proper accommodations.

H. TECHNICAL ASSISTANCE

With the exception of the Mandatory Proposers' conference, all technical assistance questions must be submitted by e-mail to hcidla.planning@lacity.org. Please identify the RFP title on the email subject line to ensure prompt attention from the appropriate City staff. To ensure a fair and consistent distribution of information, all questions will be answered by a Question-and-Answer (Q&A) document available on the Los Angeles Business Assistance Virtual Network (LABAVN) website at: 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.

I. DEADLINE FOR SUBMISSION OF PROPOSALS

Proposals must be hand or courier-delivered in a sealed package to the address listed on the front cover of this RFP by 4:00 p.m. PST by the submission deadline or delivered via U.S. Certified Mail postmarked no later than 11:59 p.m. PST on TBD.

A cover letter accompanying the proposal package must be addressed to:

Los Angeles Housing and Community Investment Department REAP and UMP Tenant Outreach and Education Services

Planning and Procurement Section
Los Angeles Housing and Community Investment Department
1200 W. 7th Street, 1st Floor Public Counter
Los Angeles, CA 90017

Persons who hand-deliver proposals will have their original proposal date and time stamped and will be issued a "Notice of Receipt of Proposal." Proposers are encouraged to submit proposals well in advance of the proposal due date and time to ensure that proposals receive a time and date stamp of 4:00 p.m. or earlier. Please allow sufficient time for traffic, parking, and security checks when entering 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 not later than 11:59 p.m. on the mailing submission 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 ON THE HAND-DELIVERY DEADLINE OR POSTMARKED AFTER 11:59 P.M. PST ON THE MAILING DEADLINE WILL BE RETURNED UNOPENED TO PROPOSERS.

J. EVALUATION CRITERIA

The HCIDLA will review and score each complete and fully responsive proposal. Proposals shall be evaluated based on the quality of proposer responses to the RFP and reasonableness of the proposer's costs relative to other proposers and in relation to the value as compared to services proposed. A minimum score of 70 is required to be considered for funding. Proposals shall be evaluated based on the following measures:

Evaluation Criteria	
Demonstrated Ability	
Agency experience.	
 Commitment to the tenant outreach program's goals and objectives, and the operation and jurisdiction of the pertinent enforcement agencies. 	40
Demonstrated ability.	
Program Design	
Quality and creativity of outreach program concepts and strategy.	

Evaluation Criteria	
Resource Allocation and Development	
 Proposed budget, allocation of costs, and use of available resources to maximize the effectiveness of the tenant outreach and education program. 	
Total Points	100

Proposals will be evaluated against others proposing to provide the same services. The City reserves the right to verify information contained 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.

The City's decision to award a contract(s) will be based on the stated evaluation criteria. The City reserves the right to modify the City's objectives and requirements at any point, including, but not limited to, during the period prior to submittal deadlines (by RFP addendum) and during the period of contract negotiation, without liability, obligation, or commitment to any party, firm or organization for costs incurred in responding to this RFP, RFP addendums or subsequent modifications of the City's objectives and requirements prior to execution of a contract.

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.

K. 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 lineitem budget, 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 may determine the final funding recommendations.
- 5. Proposers shall be notified in writing about contract recommendations and results of RFP.

L. 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 HCIDLA 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:

Edwin C. Gipson II, Director
Los Angeles Housing and Community Investment Department
c/o Planning and Procurement Section
RFP Appeal – REAP and UMP Tenant Outreach and
Education Services
1200 W. 7th Street, 1st Floor Public Counter
Los Angeles, CA 90017

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 staff will review the appeal for this RFP. The decision of the panel will be HCIDLA'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 RFP INFORMATION

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 or by telegram at any time prior to the submission deadline.

5. General City Reservations

Submission Deadline - 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.

Withdrawal of RFP - 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.

Reissue of RFP - 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.

Changes to Proposals - 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.

Verification of Proposal Information - 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.

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

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

Program Personnel - If the selection of the proposer is based in part on the qualifications 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.

Rejection of Proposals - The City reserves the right to reject any or all proposals, to waive any minor defects in proposals received; to reject unapproved alternate proposal(s); and reserve the right to reject the proposal of any proposer who has previously failed to perform competently in any prior business relationship with the City. The rejection of any or all proposals shall not render the City liable for costs or damages.

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:

- a. 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;
- b. Use other sources of funds to fund all or portions of a proposer's proposal;
- c. Require that a funded proposer utilize a facility designated by the City for purposes of implementing its project;
- d. Elect to contract directly with one or more of the identified collaborators;
- e. 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. 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 therefor." 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 is considered confidential and not open to the public or competing bidders until allowed by the law.

9. 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.

B. STATEMENTS REQUIRED WITH PROPOSAL

1. Contractor Responsibility Ordinance (CRO) Questionnaire

Every Request for Proposal, Request for Bid, Request for Qualifications or other procurement process is subject to the provisions of the Contractor Responsibility Ordinance, Section 10.40 <u>et seq.</u> 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 (30) 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.

All proposers shall submit a completed CRO Questionnaire and Pledge of Compliance signed under penalty of perjury with their proposal. Refer to links below:

http://bca.lacity.org/site/pdf/cro/CROQ%20Service%20Questionnaire%20Rev%201-20-12.pdf

and http://bca.lacity.org/site/pdf/cro/CRO%20Pledge%20of%20Compliance.PDF. If a proposer will have subcontractors in the project, a list of the subcontractors must also be submitted with the proposal.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

2. Municipal Lobbying Ordinance CEC Form 50

All proposers must submit a completed Bidder Certification CEC Form 50. Please review the following link for more information on the City's Municipal Lobbying Ordinance: http://ethics.lacity.org/PDF/laws/law_mlo.pdf. (Refer to the link below to access the Bidder Certification CEC Form 50, http://ethics.lacity.org/pdf/forms/CEC Form 50.pdf).

NOTE: Failure to submit this completed CEC Form 50 will result in the proposer being deemed non-responsive and the proposal will be rejected.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

3. Municipal Campaign Finance Ordinance CEC Form 55

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 to the awarding authority at the same time the response is submitted (refer to the following link to access CEC Form 55 http://ethics.lacity.org/pdf/forms/CEC Form 55 Oct2013.pdf). 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.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

4. 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). Bidders/Proposers shall refer to the following link (http://bca.lacity.org/site/pdf/ebo/eboqna.pdf) for further information regarding the requirements of the Ordinance.

All bidders/proposers shall complete and upload the Equal Benefits Ordinance Compliance Affidavit (two (2) pages) available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at 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 to verify that the benefits are provided equally as specified on the Equal Benefits Ordinance Affidavit.

Bidders/proposers shall complete and submit ONLINE, with their proposal, the Equal Benefits Ordinance Affidavit, or Request for Waiver, if applicable.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL <u>ONLINE</u>. (www.labavn.org)

5. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance, any contract awarded pursuant to this RFP will be subject to the Slavery Disclosure Ordinance, Section 10.41 of the Los Angeles Administrative Code. Bidders/proposers shall refer to the following link (http://bca.lacity.org/site/pdf/sdo/Slavery%20Disclosure%20Ordinance.pdf) for further information regarding the requirements of the Ordinance.

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 prior to the 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 website at http://bca.lacity.org.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL <u>ONLINE</u>. (<u>www.labavn.org</u>)

6. Non-Discrimination/Equal Employment Practices/Affirmative Action

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 contracts 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) at www.labavn.org, no later than the time when an individual bid/proposal is submitted. However, bidders/proposers with Certifications previously uploaded to BAVN within the last year do not need to re-submit the document.

Non-construction contracts 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 (two (2) pages), available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) at www.labavn.org, 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 BAVN. Bidders/proposers with Affirmative Action Plans previously uploaded to BAVN within the last year do not need to re-submit the document.

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 valid for a period of twelve (12) months from the date it is first uploaded onto 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 website at http://bca.lacity.org/index.cfm?nxt=lco&nxt body=tutorials eeo.cfm

All bidders/proposers shall complete and submit ONLINE, with their proposal, the Non-Discrimination, Equal Employment Practices and Affirmative Action Plan (Refer to the following link for more information: http://bca.lacity.org/index.cfm?nxt=ee&nxt body=div occ affirm eeo forms.cfm

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL <u>ONLINE</u>. (www.labavn.org)

7. 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/Non-Collusion Statement. (See **Attachment 2**: Proposer Workforce Information/Non-Collusion Statement).

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

8. Business Services Implementation Plan Collaborator Agreements

Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (see **Attachment 3**: Collaborator Agreements).

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

9. Subcontractors

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

10. Business Inclusion Program

All bidders/proposers shall comply with the City's Business Inclusion Program requirements, identify sub-contracting opportunities and outreach to Minority Business Enterprises (MBE), Women Business Enterprises (WBE), Small Business Enterprises (SBE), Emerging Business Enterprises (EBE), Disabled Veteran Business Enterprises (DVBE), and Other Business Enterprises (OBE) sub-consultants. Bidder with sub-contractors must perform subcontractor outreach online 15 days prior to the RFP due date, per **Attachment 4**: Business Inclusion Program. Requirements must be completed on the Los Angeles Business Assistance Virtual Network (LABAVN), www.labavn.org.

OUTREACH MUST BE COMPLETED 15 DAYS PRIOR TO RFP DEADLINE.

11. Iran Contracting Act 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders submitting proposals for, entering into, or renewing contracts with the City of Los Angeles for goods and services estimated at \$1,000,000 or more are required to complete, sign and submit the "Iran Contracting Act of 2010 Compliance Affidavit" (see **Attachment 5**: for Affidavit form).

C. 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 to-be-negotiated fee-for-performance basis.

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 (refer to the following link for Insurance Instructions and Information http://cao.lacity.org/risk/Submitting proof of Insurance.pdf).

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, as registered contractors with the State of California. Visit the Secretary of State's website for more information at: http://kepler.sos.ca.gov/.

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 (see **Attachment 6**: Corporate Documents).

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 Office of Finance at (213) 473-5901 and pay the respective business taxes. The address is: Los Angeles City Office of Finance, Tax and Permit Division, City Hall, 200 N.

Spring Street, Room 101, Los Angeles, CA 90012. Visit the Office of Finance's website for more information at: www.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. (Refer to link: http://www.irs.gov/pub/irs-pdf/fw9.pdf Request for Taxpayer Identification Number (Form W-9).

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. A Certificate 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.

9. 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 7**,

"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 qualifications 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 Application for Non-Coverage or Exemption are included in the attachment (see **Attachment 8**: LWO Statutory Exemptions).

10. Americans with Disabilities Act

Any contract awarded pursuant to this RFP 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 or 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.

11. Child Support Assignment Orders

Any contract awarded pursuant to this RFP 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.

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 (see **Attachment 9**: Child Support Obligations).

12. 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 the following link: http://bca.lacity.org/site/pdf/fsho/First%20Source%20Hiring%20Ordinance.pdf for further information regarding the requirements of the Ordinance.

Effective July 25, 2012, the Office of Contract Compliance implemented a new compliance process for the First Source Hiring Ordinance (FSHO) by utilizing the LABAVN.

The uploaded affidavit will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer/Bidder selected for contract award. Upon BCA verification, the Awarding Authority shall award the contract.

As required by the affidavit, if your company has any job opportunities, you must submit the Anticipated Employment Opportunities Form (FSHO-1) to the awarding department before the contract is executed. The FSHO-1 http://bca.lacity.org/site/pdf/fsho/FSHO-1.pdf shall only be required of the Bidder/Proposer that is selected for award of a contract.

D. CONTRACTOR EVALUATION ORDINANCE

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

A. GENERAL PREPARATION GUIDELINES

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

- 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 proposer organization who has legal authority to bind the organization in contract with the City must sign the proposal.
- 2. Proposers must submit one (1) original and five (5) 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. ."
- 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 one (1) calendar week 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. Narratives are limited to the number of pages indicated and must follow these standards:
 - Font size 12 points
 - Margins At least 1 inch on all sides

Los Angeles Housing and Community Investment Department REAP and UMP Tenant Outreach and Education Services

- Line spacing Single-spaced
- Double-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 attachments, 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, attachments and certifications that must be included in the proposal. In assembling the completed proposal, please insert the attachments and certifications where they are indicated in the Proposal Checklist. The Proposal Checklist will serve as your Table of Contents (See Attachment 1).
- 9. Answers should be as concise as possible while providing all the information requested.
- 10. In completing the narratives and attachments, including the fee schedule, please include and clearly identify the services to be provided by and the demonstrated ability of subcontractors, if any.

B. NARRATIVES

TBD

C. DOCUMENTS TO BE COMPLETED

Proposers must complete and submit all of the attachments and certification forms listed. **Do not assume that any document is not applicable.** If the proposer does not follow all the instructions and/or requirements in this RFP, the proposer may be determined to be ineligible and excluded from the review. Use the Proposal Checklist as a guide.

D. PROPOSAL CHECKLIST

The **Proposal Checklist (Attachment 1)** is to serve as the Table of Contents for your proposal and as guide for all documents, which must be submitted with the RFP. It lists all Narratives, Attachments, and Certifications (if applicable) that must be included as part of the proposal. Indicate in the page number column where the information

Los Angeles Housing and Community Investment Department REAP and UMP Tenant Outreach and Education Services

can be found in your proposal. In assembling the complete proposal, please insert the attachments where they are indicated in the Proposal Checklist.

THIRD AMENDMENT TO AGREEMENT NUMBER **C-120739** OF CITY CONTRACT BETWEEN THE CITY OF LOS ANGELES AND COALITION FOR ECONOMIC SURVIVAL A California Nonprofit Corporation

RELATING TO RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP) TENANT OUTREACH SERVICES

THIS THIRD AMENDMENT to Agreement Number C-120739 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Coalition for Economic Survival, a California nonprofit corporation, hereinafter referred to as the Contractor, organized and existing under the laws of the State of California.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide education and outreach services to tenants residing in buildings in the Los Angeles Housing and Community Investment Department (HCIDLA) Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) and said agreement, effective July 1, 2012, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, §406 of the Agreement provides for amendments to the Agreement; 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 July 1, 2015, as follows:

<u>AMENDMENT</u>

- §1. Amend Section 201, <u>Time of Performance</u>, by deleting the current end date of June 30, 2015, and replacing with the new end date of September 30, 2015.
 - This amendment adds an additional three (3) months for a total term of thirty-nine (39) months.
- §2. Amend Section 301, <u>Compensation and Method of Payment</u>, by deleting the current total dollar amount of Three Hundred Fifteen Thousand Dollars (\$315,000) and replacing with the new total dollar amount of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

This amendment adds an additional Fifty Thousand Dollars (\$150,000) for a new total of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

2

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:	Executed this day of, 2015	
MICHAEL FEUER, City Attorney		
By Deputy/Assistant City Attorney Date	For: THE CITY OF LOS ANGELES RUSHMORE D. CERVANTES General Manager Housing and Community Investment Department	
ATTEST:		
HOLLY L. WOLCOTT, City Clerk	By Title	
By Deputy City Clerk Date	For: COALITION FOR ECONOMIC SURVIVAL	
	SURVIVAL	
(Contractor's Corporate Seal)	By	
	By Name Title	

City Business License Number: <u>946393-28L190</u> Internal Revenue Service ID Number: <u>95-4641627</u>

Contract/Amendments	Council File/CAO Number	Approval Date	
Third Amendment			
Second Amendment	11-1783/0220-00540-1091	July 3, 2014	
First Amendment	11-1783/0220-00540-1038	July 12, 2013	
Original Contract	11-1783/0220-00540-0993	June 27, 2012	

Said Agreement is the <u>3rd</u> Amendment of Agreement Number <u>C-120739</u> of City contracts.

THIRD AMENDMENT TO AGREEMENT NUMBER C-120741 OF CITY CONTRACT BETWEEN THE CITY OF LOS ANGELES AND INNER CITY LAW CENTER A California Nonprofit Corporation

RELATING TO RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP) TENANT OUTREACH SERVICES

THIS THIRD AMENDMENT to Agreement Number C-120741 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Inner City Law Center, a California nonprofit corporation, hereinafter referred to as the Contractor, organized and existing under the laws of the State of California.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide education and outreach services to tenants residing in buildings in the Los Angeles Housing and Community Investment Department (HCIDLA) Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) and said agreement, effective July 1, 2012, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, §406 of the Agreement provides for amendments to the Agreement; 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 July 1, 2015, as follows:

AMENDMENT

- §1. Amend Section 201, <u>Time of Performance</u>, by deleting the current end date of June 30, 2015, and replacing with the new end date of September 30, 2015.
 - This amendment adds an additional three (3) months for a total term of thirty-nine (39) months.
- §2. Amend Section 301, <u>Compensation and Method of Payment</u>, by deleting the current total dollar amount of Three Hundred Fifteen Thousand Dollars (\$315,000) and replacing with the new total dollar amount of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

This amendment adds an additional Fifty Thousand Dollars (\$150,000) for a new total of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

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

Executed this day of, 2014
For: THE CITY OF LOS ANGELES
RUSHMORE D. CERVANTES General Manager Housing and Community Investment Department
By
Title
Executed this day of, 2014
For: INNER CITY LAW CENTER
By
By Name Title

City Business License Number: <u>946403-13</u> Internal Revenue Service ID Number: <u>95-3697572</u>

Council File/CAO Number	Approval Date
11-1783/0220-00540-1091	July 3, 2014
11-1783/0220-00540-1038	July 12, 2013
11-1783/0220-00540-0993	June 27, 2012
	11-1783/0220-00540-1091 11-1783/0220-00540-1038

Said Agreement is the <u>3rd</u> Amendment of Agreement Number <u>C-120741</u> of City contracts.

THIRD AMENDMENT TO AGREEMENT NUMBER C-120738 OF CITY CONTRACT BETWEEN THE CITY OF LOS ANGELES AND INQUILINOS UNIDOS A California Nonprofit Corporation

RELATING TO RENT ESCROW ACCOUNT PROGRAM (REAP) AND UTILITY MAINTENANCE PROGRAM (UMP) TENANT OUTREACH SERVICES

THIS THIRD AMENDMENT to Agreement Number C-120738 is made and entered into by and between the City of Los Angeles, a municipal corporation, hereinafter referred to as the City, and Inquilinos Unidos, a California nonprofit corporation, hereinafter referred to as the Contractor, organized and existing under the laws of the State of California.

WITNESSETH

WHEREAS, the City and the Contractor have entered into an agreement wherein the Contractor shall provide education and outreach services to tenants residing in buildings in the Los Angeles Housing and Community Investment Department (HCIDLA) Rent Escrow Account Program (REAP) and Utility Maintenance Program (UMP) and said agreement, effective July 1, 2012, which together with all amendments thereto shall hereinafter be referred to as the Agreement; and

WHEREAS, §406 of the Agreement provides for amendments to the Agreement; 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 July 1, 2015, as follows:

AMENDMENT

- §1. Amend Section 201, <u>Time of Performance</u>, by deleting the current end date of June 30, 2015, and replacing with the new end date of September 30, 2015.
 - This amendment adds an additional three (3) months for a total term of thirty-nine (39) months.
- §2. Amend Section 301, <u>Compensation and Method of Payment</u>, by deleting the current total dollar amount of Three Hundred Fifteen Thousand Dollars (\$315,000) and replacing with the new total dollar amount of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

This amendment adds an additional Fifty Thousand Dollars (\$150,000) for a new total of Three Hundred Sixty-Five Thousand Dollars (\$365,000).

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

For: THE CITY OF LOS ANGELES	
RUSHMORE D. CERVANTES General Manager Housing and Community Investment Department	
By	
Executed this day of, 2015	
For: INQUILINOS UNIDOS	
By Name: <u>ELSA P. CHAGOLLA</u> Title <u>Executive Director</u>	
By Name Title	

City Business License Number: 145890-88

33

Internal Revenue Service ID Number: 95-4172060

Contract/Amendments	Council File/CAO Number	Approval Date
Third Amendment		
Second Amendment	11-1783/0220-00540-1091	July 3, 2014
First Amendment	11-1783/0220-00540-1038	July 12, 2013
Original Contract	11-1783/0220-00540-0993	June 27, 2012
First Amendment	11-1783/0220-00540-1038	July 12, 2013

Said Agreement is the <u>3rd</u> Amendment of Agreement Number <u>C-120738</u> of City contracts.