

REPORT FROM

OFFICE OF THE CITY ADMINISTRATIVE OFFICER

Date: October 27, 2016

CAO File No. 0220-00540-1207

Council File No. 16-1115

Council District: Citywide

To: The Mayor
The Council

From: Miguel A. Santana, City Administrative Officer



Reference: Housing and Community Investment Department Transmittal dated September 22, 2016; Received by the City Administrative Officer on September 30, 2016; Additional Information Received through October 25, 2016.

Subject: **REQUEST FOR AUTHORITY TO RELEASE REQUEST FOR PROPOSALS (RFP)
FOR TECHNICAL SERVICES**

RECOMMENDATIONS

That the Council, subject to the approval of the Mayor, authorize the General Manager of the Housing and Community Investment Department (HCID), or designee, to:

1. Prepare and release a Request for Proposals (RFP) to solicit bids for Housing-Related Technical Services, in substantial conformance with the draft RFP attached to this report, subject to the City Attorney review and approval as to form and legality; and
2. Report back to the Mayor and Council with recommendations to enter into contracts with qualified firms for the provision of housing-related technical services identified in the RFP, including any necessary implementing recommendations.

SUMMARY

The General Manager of the Los Angeles Housing and Community Investment Department (HCID) requests authority to release a Request for Proposals (RFP) for housing-related technical services including appraisal, architectural, environmental assessment, property management, real estate broker, financial analysis and loan underwriting, loan, title report, and e-recording services. The HCID was previously authorized to conduct a RFP procurement process for eight of the nine service categories (C.F. 12-0194 and C.F. 11-1628). This will be the first time the HCID will be soliciting proposals for e-recording services. The HCID reports the service will allow recording real estate related documents with the Los Angeles County via a web-based service, and is a process improvement. Subsequent to the release of HCID's transmittal, the Department revised the RFP to clarify that the loan underwriting services also includes financial analysis services, which were part of the previous contract scope. The HCID also clarified the sources of funding for the proposed contracts. Most of the contracts will commence on or about April 1, 2017. The Loan Servicing Contract will commence on or about May 1, 2017 while the E-

Recording Services Contract will commence on or about July 1, 2017.

Source of Funds

The proposed funding sources for the housing-related technical services will be from the HOME Investment Partnership Program grants, Housing Production Revolving Fund, Municipal Housing Finance Fund, Low and Moderate Income Housing Fund, Rent Stabilization Trust Fund, and Code Enforcement Trust Fund.

Charter Section 1022 Determination

The Personnel Department completed a Charter Section 1022 determination on October 14, 2016 for title report services, and found that City employees do not have the expertise to perform the services set forth in the proposed contract. The HCID initiated the Charter Section 1022 determination process for the appraisal, architectural, environmental assessment, property management, real estate broker, financial analysis and loan underwriting, loan, and e-recording services on September 7, 2016. Approval of subsequent requests to contract with selected proposers for these services will require a Charter 1022 determination by the Personnel Department and our Office.

This Office concurs with HCID's request. The recommendations in this report are in compliance with the City's Financial Policies in that there is no additional cost to the City.

FISCAL IMPACT STATEMENT

There will be no impact to the General Fund. Funding for the successful proposals will be from the HOME Investment Partnership Program grants, Housing Production Revolving Fund, Municipal Housing Finance Fund, Low and Moderate Income Housing Fund, Rent Stabilization Trust Fund, and Code Enforcement Trust Fund. The recommendations in this report are in compliance with the City's Financial Policies in that there is no additional cost to the City.

MAS:EIC:02170058C

Attachment



City of Los Angeles Housing and Community Investment Department



Eric Garcetti, Mayor
Rushmore D. Cervantes, General Manager

Request for Proposals (RFP)

Technical Services RFP

Release Date	Wednesday, November 9, 2016
RFP Submission Deadline	Wednesday, January 4, 2017 Proposals shall be accepted no later than 4:00 p.m. via hand delivery or courier to address listed below. If mailed, postmarked no later than 11:59 p.m. and addressed to address listed below.
Submission Address	Los Angeles Housing and Community Investment Department Attn: Contracts and Procurement Unit 1200 W. 7 th Street, 1 st Floor, Public Counter Los Angeles, CA 90017
Mandatory Proposers' Conference	Thursday, November 17, 2016 (1:00-3:00 p.m.) Los Angeles Housing and Community Investment Department 1200 W. 7 th St., 9 th Floor, Conference Room 912 Los Angeles, CA 90017 RSVP by Monday, November 14, 2016 via email to: hcidla.planning@lacity.org
Request for Technical Assistance Deadline	Wednesday, December 21, 2016 Submit by email only to: hcidla.planning@lacity.org All questions and answers will be made available to all proposers on the LABAVN website at: www.labavn.org
Business Inclusion Program (BIP) and Outreach Deadline	Tuesday, December 20, 2016 No later than 11:59 p.m. (See RFP page 31 and Attachment 6 for outreach instructions)

It is the policy of the City of Los Angeles to provide access to its programs and services for persons with disabilities in accordance with Title II of the Americans with Disabilities Act (ADA) of 1990, as amended. As a covered entity under Title II of the Americans with Disabilities Act, 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.

For more information on the City's business outreach opportunities, visit www.labavn.org

**City of Los Angeles
Housing and Community Investment Department
Request for Proposals
Technical Services RFP**

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LWO Statutory Exemptions

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Proposer Workforce Information/Non-Collusion Affidavit

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Business Services Implementation Plan Collaborator Agreements

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Business Inclusion Program and MBE/WBE/SBE/EBE/DVBE/OBE Outreach

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Iran Contracting Act of 2010 Compliance Affidavit

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Child Support Obligations

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I. BACKGROUND

A. ADMINISTRATIVE ENTITY

The Los Angeles Housing and Community Investment Department (HCIDLA) administers various programs such as the financing of affordable housing, first-time home buyer, housing rehabilitation, the enforcement of the Rent Stabilization Ordinance, Systematic Code Enforcement Program and other services to ensure safe, decent and affordable housing in the City of Los Angeles.

On behalf of the City of Los Angeles (City), the HCIDLA will serve as the administrative entity for this request for proposals (RFP). The 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. 16-1115).

B. OVERVIEW

The HCIDLA 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 administers a wide variety of programs and services and 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.

Additionally, HCIDLA operates a number of affordable housing, neighborhood improvement and code enforcement programs in which various real estate related documents need to be recorded at the Los Angeles County Registrar-Recorder/County Clerk's Office. Recordable documents include liens, deeds of trust, foreclosure notices and subordination agreements, among others. HCIDLA currently records approximately 3,800 documents each year whereby the paper document is physically transported to the County Recorder's Office by staff and a check used to pay required recording fees.

To implement the myriad programs that require a wide range of technical services, the HCIDLA 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 HCIDLA's affordable housing and development programs, bound by the federal and state funding and policy requirements associated with these programs.

II. RFP SPECIFICATIONS

A. SERVICES SOLICITED

This RFP seeks to solicit qualified experts in highly specialized fields to provide adequate guidance and information on specific subjects. This RFP seeks one or more individuals or contractors qualified to provide services under one or more of the following program categories (described in detail in the Scope of Work), in accordance with HICDLA goals and objectives:

- Appraisal Services (Residential Real Estate)
- Architectural Services
- Environmental Assessment Services
- Financial Analysis and Loan Underwriting Services
- Loan Servicing
- Property Management Services
- Real Estate Broker
- Title Report Services
- eRecording Services

B. SCOPE OF WORK

I. Appraisal Services (Residential Real Estate)

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 HICDLA:

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 they consider their 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 HCIDLA 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.
 - c. 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.

6. 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.
7. 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.
8. Be presented in narrative format or on Fannie Mae-standard or other approved forms as instructed by HCIDLA, be sufficiently descriptive to enable HCIDLA 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.
9. Unequivocally identify by legal description and other means, the real estate being appraised, and the real property interest being appraised.

10. Describe all salient features of the property being appraised.
11. Analyze and report data on current revenues, expenses, and vacancies for the property and all comparables used.
12. 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.
13. Analyze and report a reasonable marketing period for the property and its bearing on discounting of value.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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

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

III. Environmental Assessment Services

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 HCIDLA. 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 HCIDLA 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.

IV. Financial Analysis and Loan Underwriting Services

Qualified financial advisors (individuals or firms) with experience in affordable housing finance will provide HCIDLA with expert analysis and advice regarding the financial structuring of affordable housing projects and programs. The financial services performed will include, but not be limited to: pro forma review and underwriting for new affordable housing projects; pro forma review and underwriting for refinancing and loan restructuring proposals for existing affordable housing projects; and, analysis of HCIDLA affordable housing lending programs.

Individual(s) or firm(s) should have expertise in all aspects of financial analysis and underwriting relative to the planning, implementing, and preservation of affordable housing development projects in Los Angeles. The qualified individual(s) or firm(s) shall be knowledgeable in areas of real estate loan underwriting, including but not limited to: federal and state Low Income Housing Tax Credit (LIHTC) financing requirements including both 4% and 9% LIHTC structures; taxable and non-taxable bond financing;

affordable and market rate pro forma analysis; single family and multi-family pro forma analysis; recapitalization analysis; project debt and cash flow analysis; commercial debt and equity financing; project ownership structures; and, mixed-use development pro forma analysis. Experience in various housing development finance programs is strongly desired, such as finance programs sponsored by the U.S Department of Housing and Urban Development (HUD), California State Housing and Community Development, Community Redevelopment Housing Set Aside funds, Los Angeles County and City of Los Angeles Affordable Housing Trust Fund (AHTF).

The financial advisor individual(s) or firm(s) shall render the services on an as-needed basis to the HCIDLA, which may include, but not limited to the tasks stated below:

1. Perform pro forma analysis on proposed affordable housing developments including reviewing of hard and soft costs development costs, operating costs, land costs and revenue projections. Analyses may include financial gap analysis, residual land value analysis and analysis of financial options.
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 be used to maximize the leveraging of public funds.
6. Assist in identifying and structuring alternative funding sources and analyze the impact that 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 project consultant(s) contract(s).

12. Evaluate property management plans and management contracts.
13. Assist in the evaluation of new sources of funding, such as New Market Tax Credits, Affordable Housing Sustainable Community funds, Mental Health Services Act funding, and the LA County Flexible Housing Subsidy Pool, and other financing sources that may be available in the future.
14. Assist in the evaluation of mixed-use development and Permanent Supportive Housing Program Projects.
15. Assist in identifying issues that may impact the 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 and asset management policies and procedures, including the development of standardized loan applications, pro formas, report formats and procedure manuals.
17. Assist in the development of new and innovative financing programs and techniques to maximize the production and preservation of affordable housing at minimum cost to the City, such as the establishments of a housing finance agency.
18. Evaluate existing affordable housing projects and loans in the HCIDLA portfolio for loan workouts and potential recapitalization and refinancing opportunities, including debt and cash flow analysis, equity analysis, and physical needs assessment.
19. Assist in developing a preservation and revitalization strategy for at-risk or underperforming affordable housing projects.
20. Identify funding resources for the recapitalization or refinancing of existing affordable housing projects.
21. Provide assistance to developers and City staff in the area of land use and entitlement process.
22. Provide training to City staff on specific issues impacting the funding and preservation of City projects.

V. Loan Servicing

This RFP seeks qualified firms to provide loan servicing functions for the HCIDLA amortizing loan portfolio that include but are not limited to the following:

1. Loan Servicing:

- a) Loan Collections
- b) Delinquent Loan Servicing
- c) Processing of:
 - a. Workouts
 - b. Amendments
 - c. Forbearances
 - d. Modifications
- d) Subordinations and Assumptions
- e) Assignments
- f) Beneficiary Statements
- g) Demands
- h) Credit Inquiries
- i) Junior Lien Holder Notices
- j) Internal Revenue Service Reporting
- k) Reconveyances
- l) Bankruptcy
- m) Probate
- n) Receiverships
- o) Third Party Foreclosure

2. Foreclosure Processing:

Pursue collection services on non-performing loans and take a proactive approach to inform HCIDLA when loans are eligible for foreclosure.

3. Real Estate Owned (REO) Management:

Manage property acquired by HCIDLA through foreclosure or other circumstances.

- a) Maintain Property
- b) Collect Rents
- c) Recommend (If Necessary)
 - a. Appropriate Rehabilitation
 - b. Clean-up Activities

4. Deliverables:

Provide the following reports and materials to HCIDLA, in hard copy, and electronic, media when requested:

- a) Regular Monthly Reports
- b) Payment Management Reports
- c) Collection/Default Reports
- d) Loan Servicing Activity Reports and
- e) Other Reports as requested by HCIDLA.

5. Computer Communications:

- a) Development of computer communications between contractor and HCIDLA Systems
- b) Conforming with data requirements provided by HCIDLA

- c) Providing HCIDLA with an uploadable text file compatible with HCIDLA data request menus and
- d) Downloading specific loan information directly from software and transmit the same to HCIDLA without further manipulation.

6. Other Loan Servicing:

- a) Monitoring of Insurance/Force Placement
- b) Monitoring of Taxes
- c) Monitoring Changes in Title
- d) Credit Agency Reporting
- e) Amortization Tables
- f) Payment Records
- g) Site Visits
- h) Title Verification and Residence Verification

VI. 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.

The contractor (Property Management) shall be responsible for the following services:

Occupied Property Management Services

1. Manage occupied HCIDLA owned properties as assigned.
2. Manage the selection process of tenants, including review and evaluation of rental applications and credit reports of potential tenants.
3. Provide rental survey to determine appropriate rental rates.
4. Collect and accounting of rents.
5. Open and manage a trust account for the operations of each assigned HCIDLA property managed.
6. Draft of leases; oversee the execution and enforcement of rental agreements.
7. Respond to problem calls from tenants and complaining public.
8. Appear at any required court appearances pertaining to tenant issues.

9. Coordinate all legal and required actions regarding evictions of tenants and squatters.
10. Pay for repairs and other expenses related to managing the property, including taxes, insurance and utilities.
11. Cooperate and coordinate with relocation vendor for temporary or permanent relocation of tenants.
12. Maintain compliance with affordability covenants.
13. Maintain compliance with all City of Los Angeles Ordinances including the Rent Stabilization Ordinance (RSO).
14. Provide maintenance and repairs services to maintain the property in decent, safe, and sanitary condition.
15. Provide monthly reports to HCIDLA documenting revenues, expenses, and rent roles.

Vacant Property Management Services

16. Secure vacant properties, via fencing and/or boarding up.
17. Monitor bi-weekly the condition and security status of assigned vacant properties.
18. Maintain assigned properties in a clean, graffiti free, and secure condition.
19. Contractor will maintain time and date stamped before and after photographic records of work to be performed on sites.
20. Provide cleaning, maintenance, and repair services on selected vacant sites as requested.

General Property Management

21. Prepare reports as requested in a clear and concise manner.
22. Coordinate site access for HCIDLA staff and other designated individuals.
23. Collaborate with HCIDLA property disposition and sales activity as requested.

VII. Real Estate Broker

A Real Estate Broker is to locate, negotiate and assist in the purchase of 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.

A Real Estate Broker is to market, negotiate and coordinate the sale of properties in the City of Los Angeles. The Real Estate Broker shall coordinate with all necessary third parties related to the sale of real estate including Appraisers, Escrow and Title Companies, and lenders.

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

1. Negotiations for the purchases and sale of government-owned and/or Real Estate Owned (REO) 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 and Purchase Agreements, Escrow Instructions and Closing Documents, IRS and HUD forms.
3. Provide HCIDLA with property profiles, title reports and other information from public records and advise HCIDLA 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 HCIDLA in the negotiation for the acquisition and/or sale of real property.
6. Present written offers for purchase of HCIDLA REO properties for HCIDLA review and Consideration.
7. Computation of closing costs.

VIII. Title Report Services

The individual(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 HCIDLA: 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 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.
5. 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.
6. The contractor shall provide an option to the Department to access the title company's escrow services.
7. The contractor shall provide hard copies of recorded documents on request including Court records and transaction history.
8. 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 HCIDLA, 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 HCIDLA.

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 HCIDLA.
4. The contractor shall issue a Trustee Sales Guarantee within five (5) days from request by HCIDLA.
5. The contractor shall provide daily messenger upon request by the HCIDLA.
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.

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.

IX. eRecording Services

HCIDLA desires to contract with a vendor that will provide a web-based service for the recording of real estate related documents (eRecording). The department should be able to scan, upload and submit its documents in PDF or TIFF format via HTTP protocol to a website. The Los Angeles County Registrar-Recorder/County Clerk should then be able to receive department documents via the same website for processing, review, approval, official stamp and recording. After affixing official stamp and recording, the Los Angeles County Registrar-Recorder/County Clerk should then return a copy of the document back to the department either via the website or other electronic means as acknowledgement and proof of official recording within one business day or sooner.

HCIDLA should have the capability of setting up multiple accounts to distinguish, monitor and track the recording of documents and the payment of fees by its various programs. An electronic paper trail and recorded document storage should remain in the selected vendor's system according to City of Los Angeles record disposition rules or for a time period necessary per the department's operational requirements. The selected vendor's system should also provide appropriate reports for all eRecording activities and fee payments.

Payment of county recording fees

The selected vendor will provide a method of electronic payment processing or electronic funds transfer (EFT) whereby all required Los Angeles County Registrar-Recorder/County Clerk recording fees will be paid upon the successful recording of department documents.

Monthly invoicing

It is expected that the selected vendor will be able to invoice the department monthly for vendor service fees and county recording fees according to an agreed-upon budget prior to the month that eRecording services will be rendered.

The selected vendor system, security and operational procedures will adhere to all local and state requirements for county recorders and eRecording.

C. ELIGIBLE PROPOSERS (Threshold Requirements)

Proposals will be accepted only from individuals or organizations that meet the following criteria. Proposers must:

1. Be qualified to conduct business in the State of California as evidenced by the organization's business registration with the California Secretary of State;
2. Be in good standing with the California Secretary of State, if a corporation or limited liability company;
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. Have a minimum of two years continuous experience within the past five years in the program categories identified in Section II. A. (Services Solicited) of this RFP for which the proposer is applying; and
6. Not have an outstanding debt which has not been repaid or for which a repayment agreement plan has not been implemented, if the proposer has

previously contracted with the State of California or the City of Los Angeles. If it has contracted with the HCIDLA, it must not have any outstanding disallowed costs or other liability to the City.

D. BUDGET AND SOURCES OF FUNDS

The source of funds and funding amounts for this RFP, subject to the approval by the Los Angeles City Council and the Mayor, are as follows:

SERVICE CATEGORY	FUNDING SOURCES	TOTAL
Appraisal Services (Residential)	HOME	\$100,000
Architectural Services	HOME	\$ 40,000
Environmental Assessment Services	HOME	\$ 24,000
Property Management Services	Low & Moderate Income Housing Fund (LMIHF) and Housing Production Revolving Fund	\$ 225,000
Real Estate Broker	Commission earned based on sales prices of each respective property	% of sales
Loan Servicing	MHFF and LMIHF	\$400,000
Financial Analysis and Loan Underwriting Services	MHFF, LMIHF and HOME	\$200,000
Title Report Services	HOME	\$ 50,000
eRecording Services	MHFF, REAP/UMP, Code, HOME	\$110,000
Total		\$1,149,000

E. CONTRACT TERM

For all services except Loan Servicing and E-Recording Services, the initial contract shall commence on or about April 1, 2017. The Loan Servicing contract will commence on or about May 1, 2017 and the E-Recording Services contract will commence on or about July 1, 2017. All contract terms will be for a one-year 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, an evaluation of contractor's performance, and approval by the Mayor and City Council.

F. PRELIMINARY SCHEDULE

Event

Request for Proposals Released
Mandatory Proposers' Conference
Proposal Submission Deadline

Date

Wednesday, November 9, 2016
Thursday, November 17, 2016
Wednesday, January 4, 2017

G. MANDATORY PROPOSERS' CONFERENCE

A Proposers' Conference has been scheduled to answer questions about this RFP. See cover page for Conference date and location. Attendance is mandatory for anyone interested in submitting a proposal in response to the RFP. Please note that the conference will not be available via telephone, teleconferencing or the web. If you are not available to attend, please send a representative. 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 Contracts and Procurement Unit at (213)744-7278 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 the submission date.

Proposers must submit one (1) original and four (4) complete copies of the proposal – no copies will be made at HCIDLA or by HCIDLA staff. The proposal designated as original must be marked "ORIGINAL" on the cover letter and must bear the actual "wet" signature of the person(s) authorized to sign the proposal. Proposers must also submit an electronic version in a properly labeled disk or memory stick with the package. A cover letter accompanying the proposal package must be addressed to:

Contracts and Procurement Unit
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 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 SUBMISSION DEADLINE OR POSTMARKED AFTER 11:59 P.M. PST ON THE SUBMISSION DEADLINE WILL BE RETURNED UNOPENED TO PROPOSERS.**

J. EVALUATION CRITERIA

The Housing and Community Investment Department will review and score each complete and fully responsive proposal. Proposals shall be determined eligible for review and scoring based on the responsiveness and factuality or verifiability of the proposal documentation and information. A minimum score of 75 is required to be considered for funding. The evaluation will be based on the proximity of a proposal's prices to competitive market values and relative to other proposers' pricing, the quality of responses to the RFP, and reasonableness of the proposer's costs relative to other proposers' costs. Proposals shall be evaluated based on the following categories and may include consideration of any or all of the listed factors at the City's sole discretion.

EVALUATION CRITERIA	MAXIMUM POINTS
<u>Demonstrated Ability</u> History and experience providing the scope of work for the City of Los Angeles and/or similar clients. Explanation of specialized experience related to the scope of work in terms of past accomplishments or work references, quality of the work performed, compliance with performance schedules and accuracy of deliverables.	30
<u>Qualifications</u> Technical competence to perform the scope of work. Indication of expertise and knowledge base as it relates to the services for which the proposer is applying. Identification of key staff members or individuals who will provide dedicated support in the provision of services and their education, training and/or certifications.	30

<u>Service Approach</u> Description of the methodology or protocol as to how the proposer intends to complete the scope of work.	20
<u>Proposed Fees</u> All proposed fees that are consistent with the scope of work. Fees will be rated based on reasonableness and appropriateness of the proposed fees in relation to all other proposals.	20
TOTAL POINTS	100

The City reserves the right to require a pre-award interview, site inspection and/or telephone conference call with proposers. The HCIDLA reserves the right to select more than one contractor.

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 during the period prior to submittal deadlines (by RFP addendum), 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 terms and conditions prior to execution of a contract.

Proposals will be evaluated against others proposing to provide the same services 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 are met (See Section II. C). 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, and its competitive standing as compared to all other proposals.
4. A proposal's fee schedule pricing will be judged based on its proximity to the Department's competitive market value pricing and other proposers' pricing.

5. 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.
6. Successful proposers shall be notified in writing about funding recommendations.

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. Letters of Appeal

Appeals shall be hand or courier delivered to HCIDLA no later than within five (5) business days from the date that the notification of the results of the RFP was emailed. Applicants may file an appeal by submitting a written request and identifying the specific reason for the appeal to:

Rosa Benavides, Senior Management Analyst II
Los Angeles Housing and Community Investment Department
c/o Contracts and Procurement Unit
RFP Appeal –Technical Services RFP
1200 W. 7th Street, 1stFloor, 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.

M. 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 email 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; and
- 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 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 (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>

F. 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/proposers 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/First Source Hiring Ordinance Compliance Affidavits

All 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) and the Los Angeles Administrative Code Sections 10.44 et seq., First Source Hiring Ordinance (FSHO).

Effective July 1, 2016, the Equal Benefits Ordinance and First Source Hiring Ordinance Compliance affidavits were combined into one web application form available on the City of Los Angeles' Business Assistance Virtual Network (BAVN) residing at www.labavn.org. All bidders/proposers shall complete and upload the joint affidavit prior to the award of a City contract, the value of which exceeds \$25,000. A sample form may be accessed via the link below:

http://www.labavn.org/misc/docs/co_files/EBOFSHO/EBOFSHO_Sample_07-01-2016.pdf

If subject to the ordinances, a contractor will be required to complete the web application form, electronically sign, and submit. If a form was uploaded and verified prior to July 1, 2016, these will continue to be valid until they expire or are deleted (generally three years from upload date).

When the form expires, a contractor will be required to complete the new web application form.

Equal Benefits Ordinance

By completing and uploading the Equal Benefits Ordinance Compliance Affidavit, your company is certifying compliance with the requirements of said ordinance. If selected as a successful Bidder/Proposer, your EBO Compliance Affidavit will be verified for completeness by the Office of Contract Compliance (OCC) prior to contract award. The EBO Affidavit shall be effective for a period of three years from the date it is first uploaded onto the City's BAVN. A company wishing to seek a waiver of the EBO provisions must submit the EBO Waiver Application with the bid or proposal. The EBO Waiver Application shall be forwarded to OCC for processing. OCC shall notify the awarding department of the determination resulting from the waiver request. Upon contract award, your company may be randomly selected for a compliance audit, at which time your company will be required to demonstrate compliance as indicated in the EBO Compliance Affidavit.

First Source Hiring Ordinance

Prime contractors who are awarded a contract that is subject to the requirements of the FSHO must complete and upload the FSHO Compliance Affidavit. Unless otherwise exempt, the FSHO applies to service contracts over \$25,000 and three months, and some loan or grant recipients. Awarding departments may seek exemption by submitting a completed FSHO-X Form to the Office of Contract Compliance prior to contract execution.

The uploaded forms 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. If in the process of verifying the uploaded forms, BCA finds that the form(s) are incomplete, the awarding department shall be notified and your company will be required to re-upload the form(s). The re-uploading of form(s) will not trigger a new renewal date. The renewal date shall remain as the first time the form(s) were uploaded.

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

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL ONLINE.
(www.labavn.org)

5. Slavery Disclosure Ordinance

Unless otherwise exempt, in accordance with the provisions of the Slavery Disclosure Ordinance (SDO), 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 seeking additional information regarding the requirements of the Slavery Disclosure Ordinance may visit the BCA's website at http://bca.lacity.org/index.cfm?nxt=sd&nxt_body=content_sdo.cfm

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.

Effective July 1, 2016, the SDO was changed to a web form in BAVN to make the procedure consistent with the EBO and FSHO modifications. There are two changes with the new SDO web form: **1)** If a contractor needs to submit supporting documentation (for instance, to show the "nature of participation, investment or profit or names of any enslaved persons") as required by the SDO, they will need to submit the documentation directly to the Bureau of Contract Administration's (BCA) Office of Contract Compliance (OCC) Division. Attachments cannot be uploaded to BAVN. **2)** Typically, the SDO is an indefinite application, and it does not expire. However, if a contractor already has a verified form on their BAVN profile, if and when they have another form (EBO or FSHO) that expires, their verified SDO will expire as well. At that time, the contractor will need to complete the new SDO web form. This will allow the contractor to have consistency in all their BAVN forms.

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL ONLINE.
(www.labavn.org)

6. 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 2**, "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 (see **Attachment 3: LWO Statutory Exemptions**) shall apply for an exemption from the Ordinance by submitting with their proposal the LWO – Departmental Exemption Application (LW-13), which can be accessed at: <http://bca.lacity.org/site/pdf/lwo/LW%2013%20-%20Departmental%20Exemption%20Application.pdf>

THIS STATEMENT IS REQUIRED WITH THE PROPOSAL.

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 4: 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 5: 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 6: 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 of 2010

In accordance with California Public Contract Code Sections 2200-2208, all bidders/proposers 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 7:** 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.

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 (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, DUNS 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 8:** 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 affects 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. Non-Discrimination/Equal Employment Practices/Affirmative Action

Effective July 1, 2016 the Non-Discrimination/Equal Employment Practices and Affirmative Action (ND/EEP and AA) provisions were amended to eliminate the need for contractors to complete affidavits on BAVN. By affixing its signature to a contract, the contractor agrees to adhere to the ND/EEP and AA for the duration of the contract. When a contractor signs the contract, they will also be acknowledging their responsibility to comply with both the ND/EEP and AA provisions. The AA provisions will now apply to all construction contracts and all non-construction contracts of \$25,000 or more.

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

10. Americans with Disabilities Act

Any contract awarded pursuant to this RFP shall:

1. Comply with the Americans with Disabilities Act, as amended, 42 U.S.C. Section 12101 et seq., the Rehabilitation Act of 1973, as amended, 29 U.S.C. Section 701 et seq., the Fair Housing Act, and its implementing regulations and any subsequent amendments; and California Government Code Section 11135.
2. Not discriminate in the provision of its programs, services or activities on the basis of disability or on the basis of a person's relationship to, or association with, a person who has a disability.
3. Provide reasonable accommodation upon request to ensure equal access to all of its programs, services and activities.

Contractor represents that it will certify that any construction for housing performed with funds provided through any future contract will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.

Contractor represents that it will certify that its buildings, and facilities used to provide services in accordance with any future contract, are in compliance with the federal and state standards for accessibility as set forth in the 2010 ADA Standards, California Title 24, Chapter 11, or other applicable federal and state law.

Contractor understands that the City is relying upon these certifications and representations as a condition of funding any future contract.

Contractor will require its subcontractors, if any, to include this language in any subcontract.

Contractors must be in compliance with these provisions at the time the contract is executed.

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 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 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).

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 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 omitted or a required attachment is not submitted, the bidder/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 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 four (4) stapled or large binder-clipped 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 a **total of 12 pages** and must follow these standards:

- Font size – 12 points
- Margins – At least 1 inch on all sides
- 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. 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.

C. PROPOSAL CHECKLIST

The **Proposal Checklist (Attachment 1)** is to serve as the Table of Contents for your proposal and as a 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 can be found in your proposal. In assembling the complete proposal, please insert the attachments where they are indicated in the Proposal Checklist.