City of Los Angeles
Housing + Community
Investment Department
Request for Proposals

REQUEST FOR PROPOSALS

Issue Date: July 15 2020
Submission Deadline: September 29, 2020

An Equal Opportunity / Affirmative Action Employer
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<tr>
<td>DATE ISSUED:</td>
<td>July 15, 2020</td>
</tr>
<tr>
<td>DEADLINE FOR SUBMISSION:</td>
<td>Responses must be received at the Submission Delivery Address by <strong>September 29, 2020 at 1:00 p.m.</strong></td>
</tr>
<tr>
<td>SUBMISSION DELIVERY ADDRESS:</td>
<td>Los Angeles Housing + Community Investment Department Proposals for the Disposition of City-owned Property 1200 West 7th Street, 8th Floor Los Angeles, CA 90017 Attention: Rick Tonthat</td>
</tr>
<tr>
<td>MANDATORY BIDDERS CONFERENCE:</td>
<td>July 29, 2020 at 10:00 a.m. Location: via Webinar Register here: <a href="https://attendee.gotowebinar.com/register/1916123718809223947">https://attendee.gotowebinar.com/register/1916123718809223947</a></td>
</tr>
<tr>
<td>COMMUNICATION:</td>
<td>Refer all questions, inquiries and requests for clarification regarding the RFP, in writing to <a href="mailto:hcidla.landdevelopment@lacity.org">hcidla.landdevelopment@lacity.org</a>.</td>
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<tr>
<td>BUSINESS INCLUSION PROGRAM (BIP) DEADLINE (LABVN)</td>
<td>BIP Outreach - September 14, 2020 at 11:59 p.m. BIP Summary Sheet - September 30, 2020 at 4:30 p.m.</td>
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<tr>
<td>DEADLINE FOR RECEIPT OF QUESTIONS, INQUIRIES AND CLARIFICATIONS:</td>
<td>1st round questions – August 14, 2020 2nd round questions -September 14, 2020</td>
</tr>
<tr>
<td>RESPONSES TO QUESTIONS POSTED ON LABAVN:</td>
<td>1st round Q &amp; A posted - August 19, 2020 2nd round Q&amp;A posted – September 17, 2020</td>
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</tbody>
</table>
INTRODUCTION

The mission of the Los Angeles Housing + Community Investment Department (HCIDLA) is to promote livable and prosperous communities through the development and preservation of decent, safe, and affordable housing, neighborhood investment and social services. One way HCIDLA accomplishes this goal is by facilitating the development of supportive housing for homeless and affordable housing for low- and moderate-income households on City-owned property.

This Request for Proposals (RFP) seeks to identify and select qualified proposers for two City-owned parcels. The parcels are listed in SECTION V and detailed in Exhibit A. HCIDLA is authorized by the Council and Mayor (C.F. 12-1549- S10 & S11) to release a RFP to select qualified proposers for these parcels. It is the City’s intention to use this RFP to select a proposer that can successfully carry out the entire development process from initial community engagement through project design, financing, and development, for each of the two (2) sites. Proposers may submit a proposal for one or both sites. Each site proposal requires a separate proposal package submission.

I. PRIORITIES AND OBJECTIVES

Proposers who can demonstrate their ability to design, build, market, and manage affordable or supportive housing are encouraged to submit proposals. For more detailed guidance on the preferred project types, please refer to the Property Statements (Exhibit A). Proposers who propose to develop on parcels included in this RFP may include additional sites that are either under the proposers’ control or may be available for new development.

Proposed development projects should give consideration to the housing priorities listed in the City of Los Angeles Housing Element: 2014-2021 Housing Element Housing Policies

Unless otherwise stipulated in the Property Statements, this RFP will prioritize those proposals that: (1) Create affordable rental housing units or single family homes to serve the needs of individuals and/or families; (2) Are consistent with the goals and objectives of the Housing Element of the General Plan and incorporate the Department of Planning’s established three pillars of design: Pedestrian First Design”, “360 Degree Design”, and “Climate Adaptive Design”; and (3) Craft a financially feasible vision for the project with the most effective financing plan that leverages outside resources alongside the City’s resources.

HCIDLA intends that proposals submitted under this RFP be structured using one or more of the following funding sources:

- 9% Low Income Housing Tax Credits
- Tax-exempt bonds with 4% LIHTC
- Other public or private sources that have been identified by the proposer

HCIDLA plans to contribute its available resources, including financial resources and the disposition of the parcels on favorable, below-market-rate financing terms, to the Proposers whose proposals are selected through this RFP. The Exclusive Negotiation Agreements (ENA) to be executed between HCIDLA and the selected proposers will begin a negotiation period to determine the development timeline, including the anticipated timing for inclusion into the
HCIDLA’s Managed Pipeline, if applicable. A proposed multifamily rental project selected as part of the RFP process may enter into HCIDLA’s Managed Pipeline, and as such will target households of specific income levels and demographics.

II. KEY SUBMISSION REQUIREMENTS

LOS ANGELES BUSINESS ASSISTANCE VIRTUAL NETWORK (LABAVN)

In order for a proposal to be considered by HCIDLA, all interested proposers must be registered with the Los Angeles Business Assistance Virtual Network (LABAVN) via the LABAVN website (www.labavn.org). In addition, for Proposal submissions to be complete, proposers will be required to fill out and upload several City forms to the LABAVN site, as detailed in Exhibit B: Checklist and Forms.

BUSINESS INCLUSION PROGRAM / MBE/WBE/OBE OUTREACH FORMS

It is the policy of the City of Los Angeles to provide Minority-owned Business Enterprises (MBEs), Woman-owned Business Enterprises (WBES), Small Business Enterprises (SBES), Emerging Business Enterprises (EBEs), Disabled Veteran-Business Enterprises (DVBEs), and all Other Business Enterprises (OBEs) an equal opportunity to participate in the performance of City contracts. Bidders and proposers (hereafter called “proposers”) shall assist the City in implementing this policy by taking all reasonable steps to ensure that all available business enterprises, including MBEs, WBEs, SBES, EBEs, DVBEs, and OBEs have an equal opportunity to compete for and participate in City contracts. Proposers are required to send notifications to a sufficient number of firms comprised of MBEs, WBEs, SBES, EBEs, DVBEs and OBEs in each potential work item chosen, as determined by the City. This outreach must be performed using the LABAVN’s Business Inclusion Program (BIP) Outreach system and completed 15 days prior to the RFP submission deadline. Failure to meet anticipated MBE/WBE/SBE/EBE/DVBE participation levels will not by default be the basis for disqualification or determination of non-compliance with this policy. However, failure to complete the outreach as directed in the bid specifications will render the bid non-responsive and will result in its rejection. For more information for BIP, please read this online guide: https://www.labavn.org/misc/docs/BAVN_BIP_walkthrough.pdf

The proposers shall comply with the City’s BIP requirements, identify sub-contracting opportunities and outreach to MBE, WBE, SBE, EBE, DVBE, and OBE sub-consultants. Proposers with sub-contractors must perform outreach online 15 days prior to the Proposal Submission due date. In addition, BIP Summary Sheet is due one day after the Proposal Submission due date. Requirements must be completed on LABAVN, www.labavn.org (Form P).

III. PROPOSAL SUBMISSION DEADLINES

Hard copies of Proposals must be received by HCIDLA no later than 1:00 p.m. on Tuesday, September 29, 2020. See Section VII “Proposal Evaluation Criteria” for further details. Proposals will not be accepted via the LABAVN site. All Proposals must be marked “Proposal for the Disposition of City-owned Properties” and be addressed to the following:

Los Angeles Housing + Community Investment Department
Qualifications and Proposals for the Disposition of City-owned Properties
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017
Attention: Land Development Unit

Prior to **September 29, 2020**, Proposals submitted in person will need to be coordinated with HCIDLA’s Land Development team. Proposers will need to email hcidla.landdevelopment@lacity.org for further drop off instructions. When the HCIDLA Public Counter resumes normal operations, Proposals submitted in person must be dropped-off at the Public Counter on the 1st Floor at the above-listed address. The HCIDLA Public Counter is open weekdays from 9:00 a.m. to 4:00 p.m. Proposals submitted by U.S. mail need to be postmarked no later than 11:59 p.m. on September 25, 2020.

Proposals may be dropped off to HCIDLA staff on **September 29, 2020** between 9:00 a.m. to 1:00 p.m. in the main lobby at 1200 W. 7th Street, Los Angeles 90017.
### IV. RFP SCHEDULE

<table>
<thead>
<tr>
<th>Date</th>
<th>Time</th>
<th>Milestone</th>
</tr>
</thead>
<tbody>
<tr>
<td>July 15, 2020</td>
<td></td>
<td>Issue RFP</td>
</tr>
<tr>
<td>July 29, 2020</td>
<td>10:00 a.m.</td>
<td>Mandatory Bidder’s Webinar Conference</td>
</tr>
<tr>
<td>July 31, 2020</td>
<td>5:00 p.m.</td>
<td>Bidder’s Conference Questions &amp; answers posted on LABAVN</td>
</tr>
<tr>
<td>August 13, 2020</td>
<td>1:00 p.m.</td>
<td>Receipt of “Permit to Enter to View and Inspect and Release of Liability” form due for site visits</td>
</tr>
<tr>
<td>August 14, 2020</td>
<td></td>
<td>Site visits</td>
</tr>
<tr>
<td>August 14, 2020</td>
<td>5:00 p.m.</td>
<td>Deadline for receipt of questions, inquiries and clarifications for the 1(st) Round of Questions</td>
</tr>
<tr>
<td>August 19, 2020</td>
<td>5:00 p.m.</td>
<td>1(st) Round of Responses to Questions, intake email, posted on LABAVN for all applicants</td>
</tr>
<tr>
<td>September 14, 2020</td>
<td>12:00 p.m.</td>
<td>Deadline for receipt of questions, inquiries and clarifications for 2(nd) Round of Questions</td>
</tr>
<tr>
<td>September 14, 2020</td>
<td>11:59PM</td>
<td>BUSINESS INCLUSION PROGRAM (BIP) OUTREACH DEADLINE (LABAVN)</td>
</tr>
<tr>
<td>September 17, 2020</td>
<td>5:00 p.m.</td>
<td>2(nd) Round of Responses to Questions posted on LABAVN for all applicants</td>
</tr>
<tr>
<td>September 29, 2020</td>
<td>1:00 p.m.</td>
<td>Proposals due</td>
</tr>
<tr>
<td>September 30, 2020</td>
<td>4:30 p.m.</td>
<td>BIP Summary Sheet due</td>
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<tr>
<td>October 2020</td>
<td></td>
<td>Interview presentations to be scheduled</td>
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<tr>
<td>November 2020</td>
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<td>HCIDLA to complete review of proposals and make recommendations to Mayor and City Council</td>
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V. PARCEL INFORMATION

Two (2) sites are included in this RFP. Preliminary Title Reports are available on LABAVN. The map and table below provide location and information details for each parcel:

<table>
<thead>
<tr>
<th>#</th>
<th>Address/Designation</th>
<th>APN</th>
<th>Council District</th>
<th>Parcel Size sq. ft. (Approximate)</th>
<th>Zoning</th>
<th>Desired Project Type</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>1140 - 1152 N. Glendale Boulevard / 1140-1155 N. Lemoyne Street</td>
<td>5404-016-900 &amp; 901</td>
<td>13</td>
<td>27,425</td>
<td>R4-1VL-CDO, C2-1L-CDO</td>
<td>Large multifamily: Affordable and supportive housing</td>
</tr>
<tr>
<td>2</td>
<td>922 - 928 N. Marine Avenue</td>
<td>7423-004-900</td>
<td>15</td>
<td>15,300</td>
<td>[Q]RD1.5-1XL-O-CUGU</td>
<td>Small multifamily: Affordable housing</td>
</tr>
</tbody>
</table>
VI. REAL ESTATE AND OTHER DISCLOSURES

TITLE INFORMATION

Property rights are intended to be transferred to the selected proposers after execution of closing documents. Where feasible, HCIDLA shall use long-term ground leases for development of affordable housing projects on City-owned land. However, each property disposition is unique and some disposition projects might require an exception. Refer to HCIDLA’s Housing Development Land Conveyance Policy on LABAVN. The City makes no warranty as to the condition of title. Proposers are encouraged to conduct their own due diligence and make their own determinations.

LAND USE AND ZONING

It is the proposers’ responsibility to familiarize themselves with the land use and zoning restrictions of the parcels and surrounding area.

ENVIRONMENTAL

Selected proposers shall be responsible for meeting all requirements of the National Environmental Policy Act (NEPA) and the California Environmental Quality Act (CEQA), as applicable, including the completion of environmental assessments in order to determine project feasibility.

DISPOSITION TIMING

Following proposer selection, HCIDLA will make a recommendation to City Council for approval to enter into an Exclusive Negotiation Agreement (ENA) with the selected proposer or proposer team for each parcel. The selected Proposer is expected to work with the City and the local community, as outlined in the Property Statement, as part of its development proposal process. Negotiation during the ENA process will enable the City and the selected proposer to finalize the concept of the development, agree on all the terms of sale or ground lease, and structure any regulatory agreements and deed restrictions before finalizing the disposition of the parcel. The term of affordability restrictions shall be, at minimum, the term consistent with the requirements of the applicable public funding source utilized for the project; however, in the event the resulting term under the additional funding source requirements is less than the full term consistent with the requirements of the funding previously invested in the property, the longer term shall be applied in the covenant or regulatory agreement. The timeline on the ENA process will vary but is expected to be finalized within 12 months following proposer selection, after which the final project concept will be submitted to the City Council for authority to execute a Development and Disposition Agreement (DDA). After the DDA has been executed and all funding has been committed, HCIDLA will transfer site control to the selected proposer through a long-term ground lease or sale agreement. See Exhibit E for a sample ENA.

PROJECT COMMITMENT PAYMENT

Upon execution of the ENA, the City will require a project commitment deposit based on the type of project as indicated below:
If the project continues to development, this payment will be refundable at the close of escrow. If the project is not developed, this payment will be forfeited to HCIDLA.

**PROPERTY DISPOSITION TERMS**

The City will transfer site control to the selected proposer after all conditions of the DDA have been met, including, but not limited to, when all financing has been committed. Fair Market Values of the parcels will be determined based upon an appraisal by a City-approved qualified real estate appraiser, in advance of the transfer of control. The City may provide partial or full seller financing based on the economics of each project.

**CONDITIONS**

HCIDLA reserves the right to request additional information from applicants, reject any and all submittals, waive irregularities in the submittal requirement process or cancel the RFP. By submitting a Proposal, applicants acknowledge and agree to the terms and conditions of the RFP and to the accuracy of the information a proposer submits in response to the RFP. All submittal packages become the property of HCIDLA and will not be returned. All requirements of the disposition protocol apply to this RFP (see Exhibit D). The Policies and Procedures of HCIDLA are incorporated in this RFP by reference.

**VII. PROPOSAL EVALUATION CRITERIA**

**PROPOSER THRESHOLD REQUIREMENTS**

Each Proposal(s) will be reviewed according to HCIDLA’s Threshold Requirements as described below. Proposal(s) that fail to meet the following requirements shall be deemed ineligible for selection under this RFP.

1. Each site proposal requires a separate proposal package.
2. Proposal(s) must be submitted by the due date, **1 p.m. September 29, 2020**.
3. Proposal(s) must include required information and completed forms.
4. A representative of the proposer or proposer team must attend the **Mandatory Bidder’s Conference webinar at 10 a.m. on July 29, 2020**, and is required to sign in using an email address associated with the proposer or member of the proposer team.
5. To submit a Proposal(s), proposers must register with the LABAVN via the website (www.labavn.org) prior to the mandatory Bidder’s Conference on July 29, 2020. All required forms must be submitted via LABAVN.
6. Proposers cannot currently be involved in any HCIDLA-funded projects or projects of other public lenders that are making poor progress towards completion.

7. Proposers must demonstrate (through completion of Attachment F) that they are the managing general partner of at least two new construction affordable projects which have been placed in service for more than one year.

8. The proposer must not be subject to any adverse findings that would prevent HCIDLA from selling or leasing the property to the proposer, or any person or entity associated with the proposer, and must be capable of beginning and completing the project in a timely manner. Proposers are to submit a Signed Self Certification letter (Exhibit G). Such findings could include, but are not limited to:
   a. Out-of-compliance with HCIDLA business practices;
   b. Removal or involuntary exit of the proposer or any of its principals, from an ownership position in any publicly-funded residential, commercial or industrial project;
   c. Arson conviction or pending arson case;
   d. Harassment conviction or pending harassment case;
   e. Federal, State, City or private mortgage foreclosure proceedings or arrears;
   f. In remedial foreclosure; subject to sale from tax lien or currently in substantial tax arrears;
   g. Proposer has defaults with Federal, State or City-sponsored program(s);
   h. Federal Debarment; Proposer involved in cases of debarment, suspension or proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from doing business with the Federal Government;
   i. Proposer has a record of substantial building code violations or litigation filed against properties owned or managed by the proposer or by any entity or individual that is directly associated with the proposer;
   j. Proposer is involved in past or pending voluntary or involuntary bankruptcy proceedings;
   k. Proposer is in litigation with the City of Los Angeles; and,
   l. Proposer is/has been convicted of fraud, bribery or grand larceny;
   m. The total of all development and/or rehabilitation projects, either under way or in predevelopment, must be achievable within proposers’ existing financial and administrative capacity and experience.
   n. Proposer must have the capacity to begin and complete construction in a timely manner.

**PROPOSAL SCORING CRITERIA (100 TOTAL POINTS)**

A maximum of up to 100 points may be awarded to a proposer. The proposer must receive a **minimum score of 70 points** to be considered for selection. Up to twenty (20) points may be awarded to all proposals based on **Common Criteria** which is the same for both parcels. Up to eighty (80) points may be awarded based on **Project-Specific Criteria** which is unique to each site. All Proposals must include a completed checklist, cover letter, Sections A through H and all required forms. A checklist detailing the Proposal format is provided in Exhibit B.

**COMMON CRITERIA SUMMARY (20 POINTS)**
<table>
<thead>
<tr>
<th>Item</th>
<th>Available</th>
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<tbody>
<tr>
<td>A. Proposed Development Team Structure</td>
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<tr>
<td>B. Financial Capacity</td>
<td>12</td>
</tr>
<tr>
<td>1. Audited Financial Statements</td>
<td>3</td>
</tr>
<tr>
<td>2. Capital Requirements</td>
<td>3</td>
</tr>
<tr>
<td>3. Liquidity Ratio</td>
<td>3</td>
</tr>
<tr>
<td>4. Debt/Equity Ratio</td>
<td>3</td>
</tr>
<tr>
<td>C. Compliance with City Agreements</td>
<td>4</td>
</tr>
<tr>
<td>D. Organization of Written Presentation</td>
<td>2</td>
</tr>
<tr>
<td>Subtotal</td>
<td>20</td>
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</tbody>
</table>

**PROPOSED DEVELOPMENT TEAM (2 POINTS)**

A maximum of up to two (2) points may be awarded to a proposal for clearly outlining the proposed development team, clear lines of responsibility roles and responsibilities by team member, key organizational personnel, key project management personnel, and past experience working together, as well as the experience of individual team members.

Complete Attachment A - Excel Development Team Qualifications Template. Provide a copy of the completed worksheets and all other required documentation in Section A: Development Team Qualifications.

Complete Worksheet A-1 and include the following documentation in Section A-1: Proposed Development Team Structure. If the joint venture has not been officially recognized, then all members of the proposed joint venture must submit the following documentation. Note: only one (1) Worksheet A-1 needs to be completed for the development team.

  a) Incorporation documents of the development organization(s)
  a. Official name of the proposer/development team
  b. Addresses, names and titles of the development team’s principal members
c. Name, email and address of the person who is authorized to receive notices, make decisions and represent the development team

d. Legal form the proposer/development team will take when creating the business enterprise (e.g. Limited Liability Company, Limited Partnership, non-profit, etc.)

e. Describe any relationship(s) the development team may have with a parent corporation, subsidiary, joint venture or other entity

f. Copy of the Articles of Incorporation, partnership, or other business organizational documents filed with the California Secretary of State for each member of the development team in the ownership structure, other than the limited partner (if any)

b) Organizational chart specifying all parties within the ownership structure. If the ownership entity and/or development team will be comprised of more than one entity, include a detailed description of roles, responsibilities and authorities of each ownership entity

c) Name, title, address, telephone number, email address and resumes of key members of the development team. All HCIDLA communication will be with the Lead Proposer’s contact person identified on Worksheet A-1.

d) Proof of good standing with the California Secretary of State showing authorization to do business in California for each member of the development team in the ownership structure, except for the limited partner (if any)

e) Provide Secretary of State Corporate Number, a copy of the organization’s By-laws, a current list of members of the Board of Directors and a Resolution of Executive Authority with authorized signature specimen

f) The non-profit member of the development team must submit certification from the Secretary of the Board of Directors detailing the number of Board Meetings held within the past year (January 2019 through December 2019) and whether or not a quorum was met at each Board Meeting.

FINANCIAL CAPACITY (12 POINTS)

The proposer may be awarded up to a maximum of twelve (12) points for demonstrated financial capacity as detailed below. Each member of the development team is required to submit audited financial statements for fiscal years 2016, 2017 and 2018. The financial statements for the Lead Proposer will be used to evaluate the development team’s access to capital, liquidity and ratio of debt to equity.

The CFO or a licensed auditor for each member organization of the development team must complete and certify (sign) in blue ink, Attachment B - Excel Developer Financial Summary Template in order to be eligible for Financial Capacity points. Include the completed Worksheet(s) (one for each member of the Development Team) in Section B: Financial Capacity.

AUDITED FINANCIAL STATEMENTS (3 POINTS)

The proposer may be awarded up to three (3) points for submitting audited financial statements for each member organization of the development team for fiscal years 2016, 2017, and 2018. Include documentation in Section B-1: Audited Financial Statements.
Points will be awarded based on the percentage of required audited financial statements submitted. For example, if a development team consists of two members, a Lead Proposer and a Co-proposer, the development team will need to submit a total of six audited financial statements. If the Lead Proposer submits audited financial statements for fiscal years 2016, 2017 and 2018 but the co-proposer submits audited financial statements for 2017 only, the cumulative statements submitted equal just 67% of the required. Consequently, the proposer will receive two points out of a possible three points. No points will be awarded for unaudited financial statements.

The proposer and/or development team member should explain interruptions in stability, extraordinary expenses, material liabilities and/or relevant financial arrangements (whether denoted in Audited Financial Statements or not).

Note: for proposers who typically consolidate their financial interests under one audited financial statement, this RFP requires stand-alone audited financial statement(s).

CAPITAL REQUIREMENTS (3 POINTS)

The Proposer may be awarded up to three (3) points if the Lead Proposer demonstrates an ability to access capital from an available and undrawn line of credit as follows:

1. For Type A-Large Multifamily projects (Glendale site), a minimum of $500,000 is required
2. For Type B-Small Multifamily projects (Marine site), a minimum of $300,000 is required

Include any applicable documentation including line of credit and/or a bank statement indicating unrestricted revenue in Section B-2: Capital Requirements.

LIQUIDITY RATIO (3 POINTS)

The proposer may be awarded up to three (3) points for a favorable liquidity ratio. The liquidity ratio will be calculated using the Lead Proposer’s audited financial statements for fiscal years 2016, 2017 and 2018. Points will be awarded in the following manner:

- Three (3) points will be awarded if the liquidity ratio is greater than or equal to 1.5.
- Two (2) points will be awarded if the liquidity ratio is greater than or equal to 1.25, but less than 1.5
- One (1) point will be awarded if the liquidity ratio is greater than or equal to 1, but less than 1.25
- No points will be awarded if the liquidity ratio is less than 1.

DEBT/EQUITY RATIO (3 POINTS)

The proposer may be awarded up to three (3) points for a favorable debt/equity ratio. The debt/equity ratio will be calculated using the Lead Proposer’s audited financial statements for fiscal years 2016, 2017 and 2018. Points will be awarded in the following manner:

- Three (3) points will be awarded if debt/equity ratio is less than 2
- Two (2) points will be awarded if debt/equity ratio is greater than or equal to 2 but less than 4
- One (1) point will be awarded if debt/equity ratio is greater than or equal to 4 but less than or equal to 6
No points will be awarded if debt/equity ratio is greater than 6.

COMPLIANCE (4 POINTS)

The proposer may be awarded up to four (4) points for demonstrated compliance with City Agreements. To demonstrate compliance, please list all development team projects that are located in the City of Los Angeles and contain HCIDLA, CRA/LA, and/or CDD funding using Attachment C - Excel Compliance Template. Include a printed copy of the attachment and all required documentation, as indicated below, in Section C: Compliance.

Projects will be evaluated based on the following criteria:

- Property taxes are current. Provide printout(s) from the LA County Property Tax Portal (https://vcheck.ttc.lacounty.gov/index.php) demonstrating property taxes are current and have been paid to date
- Property insurance names HCIDLA as additional insured. Provide a current Certificate of Liability Insurance that shows HCIDLA or the City of Los Angeles named as “Certificate Holder.” Make sure the project address and name are correctly identified on the certificate.
- Affordability restrictions. Provide the most recent Urban Futures “Final Notice of Compliance 15%” notification.
- Audited financial statements for each project are required to have been submitted as requested to HCIDLA. No documentation is required by the Proposer for this RFP submission.
- Compliance with the Rent Stabilization Ordinance (RSO). No documentation is required by the proposer for this RFP submission.
- Compliance with the Systemic Code Enforcement Program (SCEP). No documentation is required by the proposer for this RFP submission.
- No rental properties in the Rent Escrow Account Program (REAP). No documentation is required by the proposer for this RFP submission.

Points will be awarded based on the percentage of the development team’s portfolio found to be in compliance as indicated in the table below. For example, if the development team has completed a total of two projects in the City of Los Angeles with HCIDLA funding, both projects must be included in Attachment C and will be reviewed for compliance. If the two projects are not in compliance with the property insurance requirements, but have satisfied the other six items including: property tax payments, affordability restrictions, audited financial statements, RSO, SCEP and are not in REAP, then the team’s portfolio will be found to be in compliance more than 85% of the time. Based on the table below, the development team would be awarded 3 out of 4 points.

<table>
<thead>
<tr>
<th>Greater than/Equal to</th>
<th>90%</th>
<th>80%</th>
<th>70%</th>
<th>60%</th>
<th>&lt;59%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points Awarded</td>
<td>4pts</td>
<td>3pts</td>
<td>2pts</td>
<td>1pts</td>
<td>0pt</td>
</tr>
</tbody>
</table>
Note: the development team must have at least one project located in the City of Los Angeles that includes HCIDLA, CRA/LA and/or CDD funding in order to be eligible for compliance points.

ORGANIZATION OF WRITTEN PROPOSAL (2 POINTS)

The proposer may be awarded up to two (2) points for the organization and clarity of the written Proposal as follows:

a) One (1) point will be awarded if the Proposal includes a total of five binders; (one original and four copies), each organized with tabbed and labeled dividers

b) One (1) point will be awarded if the Proposal includes five flash drives labeled with the name of the Lead Proposer and the project address. Each flash drive must be organized as stated in Section VII “Proposal Evaluation Criteria”.

PROJECT-SPECIFIC CRITERIA SUMMARY (80 POINTS)

Each Proposer may submit a proposal for one or both sites. Each site proposal requires a separate proposal package submission. The awarded proposals cannot exceed those allowed in the most current HCIDLA’s Managed Pipeline regulations. Each proposal will be scored based on the criteria detailed in each Property Statement up to a maximum eighty (80) points per project. The 80 points are allocated as follows:

<table>
<thead>
<tr>
<th>Marine Site</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td>E. Project Benefits</td>
<td>52</td>
</tr>
<tr>
<td>F. Community Engagement</td>
<td>12</td>
</tr>
<tr>
<td>G. Community Benefits</td>
<td>5</td>
</tr>
<tr>
<td>H. Project Pro Forma</td>
<td>6</td>
</tr>
<tr>
<td>I. Clarity of Presentation- Interview</td>
<td>5</td>
</tr>
<tr>
<td>Subtotal</td>
<td>80</td>
</tr>
</tbody>
</table>
PROJECT SPECIFIC CRITERIA DETAIL

Detailed guidance on the Project-Specific Criteria for each property is located in Exhibit A: Property Statements.

Exhibit A.1  1140 N. Glendale Boulevard

Exhibit A.2  928 N. Marine Avenue

Each proposer may submit a proposal for any of the properties described in Section V Parcel Information. Each site proposal requires a separate proposal package submission.

PROPOSAL SUBMISSION REQUIREMENTS

HCIDLA prefers concise Proposal(s) addressing only the specific information requested in the RFP. All Proposal(s) must be submitted in the format and order described in the RFP. To ensure that each Proposal is reviewed and evaluated properly, it is important that proposers follow the format described in the RFP closely. Proposal(s) must address all requirements of this RFP.

PROPOSAL DEADLINE

If hand delivering Proposal(s), address the package to the attention of Rick Tonthat and deliver the package to HCIDLA’s public counter. Proposal(s) must be received no later than 1:00 p.m. on September 29, 2020. To address Proposals for hand delivery, use the following address:

Los Angeles Housing + Community Investment Department
Proposals for the Disposition of City-owned Properties
Prior to September 29, 2020, Proposals submitted in person will need to be coordinated with HCIDLA’s Land Development team. Proposers will need to email hcidla.landdevelopment@lacity.org for further drop off instructions. When the HCIDLA Public Counter resumes normal operations, Proposals submitted in person must be dropped-off at the Public Counter on the 1st Floor at the above-listed address. The HCIDLA Public Counter is open weekdays from 9:00 a.m. to 4:00 p.m. Proposals submitted by U.S. mail need to be postmarked no later than 11:59 p.m. on September 25, 2020. Proposals may be dropped-off to HCIDLA staff on September 29, 2020 between 9:00 a.m. to 1:00 p.m. in the main lobby at 1200 W. 7th Street.

Los Angeles Housing + Community Investment Department
Proposals for the Disposition of City-owned Properties
1200 West 7th Street, 8th Floor
Los Angeles, CA 90017
Attention: Rick Tonthat

PROPOSAL FORMAT: BINDERS

Proposers should submit one (1) original and four (4) copies of Proposal(s) using 8 ½ x 11 inch, 3-ring binders with tabbed and labeled dividers (total of five 3-ring binders). The outside cover of the original binder should be labeled with “Original” and each Proposal copy should be labeled, “Copy 1 of 4, Copy 2 of 4, Copy 3 of 4, and Copy 4 of 4.” The outside binder cover should also indicate the name of the lead proposer and the project address or designation.

The checklist, cover letter, each section, sub-section and required forms must be organized with tabbed and labeled dividers.

PROPOSAL FORMAT: FLASH DRIVES

In addition to submitting Proposal(s) in binders, submit digital versions of each Proposal using five (5) flash drives. The format used for the flash drives must be Portable Document Format (.pdf). All documents, including the attachments, should be combined into one ‘merged’ pdf file that contains bookmarks for the checklist, cover letter, each section, sub-section and required forms. To the extent possible, the digital version of the Proposal should not be printed and re-scanned, rather should be created by combining digital files. This will result in an easier-to-read product and will retain the ability to search through the full Proposal text. Be sure to label each flash drive with the name of the Lead Proposer and the project address.

In addition, Attachments A, B, C, E & F, and H must be completed and submitted in the original protected Microsoft Excel file format. Make sure that the merged pdf file and all completed Excel Workbooks are included on each of the five (5) flash drives.

To be considered for review, proposer Proposal(s) must follow the Proposal Format process addressed in this section. HCIDLA’s RFP process is competitive; therefore, Proposal(s) will be scored and ranked according to the evaluation criteria
set forth in the RFP. Incomplete applications will not be considered for evaluation. It is the responsibility of the proposer to ensure the completeness of their Proposal. HCIDLA requires that proposers refer to and follow the checklist provided in Exhibit B: Checklist and Forms of this RFP.

COVER LETTER

Proposals must include a cover letter. The cover letter will serve as an executive summary of the major points contained in the Proposal and must be signed by a principal or officer authorized to represent and commit to a binding agreement on behalf of the proposer. The cover letter cannot be longer than two (2) pages, single-spaced, and must include the name, address, phone number and email address of the Lead Proposer’s contact person. In addition, the cover letter must include the BAVN Organization ID Number for the Lead Proposer and any Co-Proposers. Clearly identify which partner will be the Lead Proposer.

Any award will first be documented through HCIDLA’s Exclusive Negotiation Agreement. Please review Exhibit E: Exclusive Negotiation Agreement Sample. Provide a statement in your cover letter similar to the following:

“We ___________________________ (Enter the name of your firm) have reviewed the HCIDLA Sample Exclusive Negotiation Agreement as specified in this RFP, and accept the provisions as outlined therein.”

EXECUTED FORMS

Proposals shall include all required forms and disclosures detailed in the checklist provided in Exhibit B: Checklist and Forms. Forms that require signature(s) shall be signed by a principal or officer authorized to represent and commit to a binding agreement on behalf of the proposer. Sections and executed forms are to be organized in the binders and the Flash Drives according to the checklist in Exhibit B: Checklist and Forms.

OTHER PROPOSAL REQUIREMENTS

Any proprietary information in the Proposal must be identified as such by proposer. Documents submitted to HCIDLA are generally subject to the California Public Records Act and unless exempt from disclosure, must be made available to members of the public upon request. However, upon specific written request by proposer for exemption, documents that have been marked “Confidential,” “Trade Secret” or “Proprietary” submitted in response to this RFP may be kept confidential until HCIDLA makes a final determination to proceed with proposer selection. In the event that such exemption is claimed, the Proposal must state: “(Name of the 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 thereof.” Failure to include such a statement shall constitute a waiver of the proposer’s right to exemption from disclosure.

Confidential records may be returned to the proposer(s) if so requested following the completion of proposer selection. In the event HCIDLA is required to defend an action under the California Public Records Act, with regard to a request for disclosure of RFP Proposal documents marked “Confidential,” “Trade Secret” or “Proprietary,” the proposer who
submitted and so marked such document(s) agrees to defend and indemnify HCIDLA from all costs and expenses of such defense, including reasonable attorney’s fees of HCIDLA or attorney’s fees awarded by a court arising out of such action.

ON-TIME DELIVERY

It is the sole responsibility of the proposer submitting a Proposal(s) to ensure that Proposal(s) are delivered and received by HCIDLA on time. Delays due to internal routing of misdirected Proposal(s) shall be the responsibility of the proposer.

SIGNATURE

Proposals must be signed in the name of the proposer and must bear the signature of the person authorized to sign Proposals on behalf of the proposer.

COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required by the instructions contained in the RFP. A Proposal may be rejected by HCIDLA if it is incomplete or if it contains alterations of form or other irregularities not approved by HCIDLA. A Proposal will be rejected if, in the opinion of HCIDLA, the information contained in the Proposal is intended to mislead HCIDLA in the evaluation of the Proposal.

QUESTIONS, INQUIRIES AND CLARIFICATIONS

Submit all questions, inquiries and requests for clarification regarding the RFP, in writing to LABAVN. All questions, interpretations or requests for clarification, either administrative or technical, must be received by HCIDLA on or before August 14, 2020 for the 1st round questions; September 14, 2020 for the 2nd round of questions.

HCIDLA will not respond directly to individuals, but will post questions and answers to the RFP on LABAVN. The last posting of RFP questions and answers will be no later than August 19, 2020 for 1st round of questions and September 17, 2020 for the 2nd round of questions at 5:00 p.m.

BIDDER’S WEBINAR CONFERENCE

A mandatory Bidder’s Conference, held via webinar, has been scheduled at the following time to answer questions about the RFP:

July 29, 2020
10:00 a.m. to 12:00 p.m.

At this Conference, HCIDLA will review the RFP and respond to questions regarding requirements. Attendance at the Bidder’s Webinar Conference is mandatory for Proposers that plan to submit a RFP proposal(s). Attendees are required to enter their organization’s email address and contact name when signing into the Bidder’s Webinar Conference. If a proposer does not sign in, any RFP Proposal(s) received from the Proposer will be rejected on the basis of non-
compliance. If your project is a joint venture, at least one of the development team partners must attend the Bidder’s Webinar Conference. Consultants do not qualify as a representative of a development team.

The City of Los Angeles does not discriminate on the basis of disability and upon request, will provide reasonable accommodations to ensure equal access to its programs, services and activities. Please contact the City at least seventy-two (72) hours in advance of the Bidder’s Webinar Conference to request an accommodation.

Bidder’s Conference Questions & Answers will be posted on LABAVN on July 31, 2020.

Proposers should review Exhibit C: Additional Documentation Required, to ensure all Proposal requirements are met.

**SELECTION AND NEGOTIATION PROCESS**

Proposals submitted in response to the RFP will be reviewed for strengths and weaknesses based on Proposal requirements and evaluation criteria described in the RFP, including consistency with goals and objectives of the RFP. In addition, Proposals will be reviewed for completeness, Proposer’s experience, as well as the Proposer’s ability to undertake, finance, complete and manage the proposed project.

Upon receipt of Proposals, panels made up of HCIDLA, City and/or affordable housing industry professionals will review and score Proposals and may recommend a list of proposers to interview. At its discretion, HCIDLA may contact references and industry sources, investigate previous projects and current commitments, interview proposer team members and take any other information into account in the evaluation of RFP Proposals. HCIDLA reserves the right to request clarification or additional information from proposers, and if needed, make presentations to interested community groups or similar entities.

The proposer is required to notify HCIDLA of any changes impacting the development team, its composition, or organization immediately. At its sole discretion HCIDLA will determine whether a revised development team meets the requirements of the RFP.

**FINAL APPROVAL PROCESS**

Once HCIDLA finalizes RFP proposer selections and makes recommendations to Los Angeles City Council and Mayor, selected proposer(s) must be approved by the City Council and Mayor for official selection by the City of Los Angeles. Upon official approval of proposer(s), HCIDLA will prepare an ENA for execution. A sample ENA is included as Exhibit E: Exclusive Negotiation Agreement Sample. HCIDLA may, at its sole discretion, recommend that a proposer/project proceed directly to a DDA.

**MANAGED PIPELINE REGULATIONS**

HCIDLA projects, RFP or otherwise, must comply with all applicable requirements stipulated in the most recent HCIDLA’s Managed Pipeline Regulations, including, but not limited to, the City’s prevailing wage requirements and the Americans with Disabilities Act (ADA) regulations. A copy of the most recent HCIDLA’s Managed Pipeline regulations can be found at the following HCIDLA website link: [https://hcidla2.lacity.org/affordable-housing-managed-pipeline](https://hcidla2.lacity.org/affordable-housing-managed-pipeline)
LIST OF EXHIBITS

Exhibit A – Property Statements
- Exhibit A.1.a Property Information - 1140 N. Glendale Boulevard
- Exhibit A.1.b Project-Specific Criteria - 1140 N. Glendale Boulevard
- Exhibit A.2.a Property Information – 928 N. Marine Avenue
- Exhibit A.2.b Project-Specific Criteria - 928 N. Marine Avenue

Exhibit B – Checklist and Forms

Exhibit C – Additional Documentation Required

Exhibit D – General RFP Information

Exhibit E – Exclusive Negotiation Agreement Sample

Exhibit F – Permit to Enter to View and Inspect and Release of Liability

Exhibit G – Signed Self Certification

LIST OF ATTACHMENTS (ON LABAVN)

Attachment A – Excel Team Qualifications Template

Attachment B – Excel Proposer Financial Summary Template

Attachment C – Excel Compliance Template

Attachment E & F – Excel Template

Attachment H – Project Pro Forma Excel Template

FORMS

Refer to Exhibit B: Checklist and Forms for a list of the forms that must be executed and included in the response to the RFP. Forms A through V are available on LABAVN for downloading.
PROPERTY DESCRIPTION

- Located in Council District 13
- Four separate and contiguous lots, two of which are at street-level with Glendale Blvd., and two are at street-level with Lemoyne St.
- APNs: 5404-016-90 & 01
- Property is zoned R4-1VL-CDO and C2-1L-CDO
- Property size is approximately 27,425 sq. ft.; the two lots which are street-level with Glendale Blvd. are zoned commercial and are approximately 13,425 sq. ft. in size; the two lots which are street-level with Lemoyne St. are zoned residential and are approximately 14,000 sq. ft. in size
- The property is currently occupied by a public parking lot (LADOT Lot 676) and a community recreation area.
- The nine metered parking spaces occupy approximately 3,500 sq ft. of the space.
- The community recreation area is operated on a $ 900 month-to-month lease by El Centro del Pueblo (ECDP), a non-profit organization established in 1974 to help mitigate the effects of gang violence on Los Angeles youth and families. Currently the recreation area provides access for participants of a local recreational program to the following facilities: A full-size basketball court, a full-size volleyball court, two American (three-wall) handball courts, and outdoor open space. A building owned and operated by ECDP is located just to the north of the site on Lemoyne. An additional building owned and operated by ECDP, is adjacent to the alley, directly across from the 9 space LADOT parking lot accessed by Glendale Blvd.
- An alleyway runs along the North-East of the property, and its entrance is from Glendale Blvd. This alleyway acts as the entrance to the LADOT Lot and is used to access businesses including a well-known music venue. The alleyway is gated approximately 68 feet west of Lemoyne – no through traffic is allowed. The alley is currently used as a connector from ECDP’s building on Lemoyne to the site.

PROPERTY OBJECTIVES

The property is located in a medium density residential neighborhood with a thriving commercial area in Echo Park. Given that the subject property is currently used as a community recreation space, a successful proposal must provide the maximum allowable number of affordable dwelling units while incorporating space for similar but re-envisioned amenities that will be available to both the participants of the local recreational program and also to the public. The preferred vision for the proposal is as follows:

- 100% affordable housing, at least half of which have rents that are affordable to formerly homeless individuals, as well as wraparound social services (“supportive housing”).
- Maximize the number of units of housing while creating a new community recreation area that meets the needs of the community.
- The community recreation area will be accessed via Lemoyne Street. It will be used by both El Centro del Pueblo and other community members. The space will be publicly accessible but it will be completely separated from the housing development. Programming will include dedicated time for ECDP and other community users.
- In consideration of neighboring residences and businesses’ sensitivity to noise, noise mitigation measures should be part of the design.
• The design must complement the existing homes in the area, many of which have strong architectural features and historic elements.
• If design permits, a community meeting room is preferred.

ZONING ANALYSIS

This information is provided for the purposes of responding to the Request for Proposals. For this zoning analysis, the total size of the parcels excludes our assumption of 7,641 square feet for community recreation area. The community recreation area assumption should not be construed as an objective of this RFP. The selected proposer must meet the Property Objectives as outlined on page 25 and responsible for all due diligence related to entitlements.

The parcel numbers 5404-016-901 and 5404-016-900 include 4 parcels under the City of LA ownership. The project site includes two parcels zoned C2-1L-CDO and two parcels zoned R4-1VL-CDO totaling approximately 19,784 square feet. The site consists of “through” lots, which front both Glendale Boulevard and Lemoyne Street. All parcels have a land use designation of Community Commercial in the Silver Lake - Echo Park - Elysian Valley Community Plan.

BY-RIGHT RESIDENTIAL DEVELOPMENT

The area analyzed per the survey provided by the City Administrative Office (CAO) is approximately 21,310 square feet which includes half of the abutting alley for that portion of the site. This would allow for 53 by-right units, consistent with the C2-1L and R4-1VL zones which both allow one unit per every 400 square feet of lot area. Additionally, the C2-1L lots are limited to 75 feet in height and a 1.5:1 Floor Area Ratio (FAR). The two lots zoned R4-1VL lots are limited to 45 feet in height and a 3:1 FAR.

ECHO PARK COMMUNITY DESIGN OVERLAY (CDO)

The site is located within the Echo Park CDO and must conform to the required design guidelines, which focus on the following five concepts:

• Encourage pedestrian friendly development.
• Promote an active street life and connect activity to open and green spaces such Echo Park Lake.
• Residential buildings should express clarity and distinctiveness within the context of the overall design guidelines.
• Residential design should contribute to the existing architectural character of the District as a whole.
• Residential buildings abutting the lake shall emphasize the lake’s importance as an amenity for passive recreation and exercise, by way of paved walkways, decorative architectural features on the front façade entryway, native landscaping and a subordinate massing.

A CDO Review by the Department of City Planning (DCP) will be required for any major construction. The project will be subject to requirements of the CDO and applicants will be required to submit a Design Overlay Plan for review and approval by the City Planning Department.
TRANSIT ORIENTED COMMUNITIES (TOC) BONUS

The site is eligible for a density bonus under the Transit Oriented Communities (TOC) program. Lot 78 is within 750 feet of a qualifying Metro Rapid bus and a qualifying regular Metro bus intersecting at Echo Park Avenue and Sunset Boulevard. An official survey may be needed to verify the distance between the identified intersection and lot 78. If Tier 3 is verified for lot 78, a new development consisting of a single building on all four lots would make the entire development eligible for Tier 3 incentives. Otherwise, all lots will be eligible for Tier 2 incentives.

At Tier 3, the TOC program would allow for a 70% density bonus and a 50% increase in floor area (or at least 3.75:1 for the lots zoned C2). This would allow a total of 92 dwelling units. The TOC Guidelines require a minimum of 10% of the total units be set aside for Extremely Low Income households, or 14% for Very Low Income, or 23% for Low Income households (10 units, 13 units, and 22 units respectively).

If the project is 100% affordable, it would qualify for an increase in one Tier (from Tier 3 to Tier 4). At Tier 4, the TOC program would allow an 80% density bonus and a 55% increase in floor (or at least a 4.25 FAR for the lots zoned C2). In addition, no parking would be required at all for the residential component of the project. A Tier 4 development would allow for a total of 98 units.

ON-MENU DENSITY BONUS

The approximately 21,310 square foot area, including half of the area of the alley, would allow a maximum density of 73 units, which includes the 35% density increase allowed per the Density Bonus program. The base density for the project site is 54 units. If the project sets aside 15% of the base units as affordable (9 Very Low Income Units), then the project qualifies for 3 incentives. The Director of Planning would be the decision maker.

OFF-MENU DENSITY BONUS AND CONDITIONAL USE PERMIT TO EXCEED DENSITY

An off-menu density bonus would allow the project to request more than 3 incentives and/or a request for a waiver of a development standard. A waiver of development standards can be requested to exceed a development requirement. For example, a waiver can be an increase in lot coverage beyond what is allowed as an on-menu incentive. A Conditional Use Permit (per 12.24 U.26) allows a project to request a Density Bonus greater than 35%.

AB 1763 - UPDATE TO DENSITY BONUS LAW

An update to state Density Bonus Law, AB 1763, grants additional benefits to 100% affordable housing projects. Projects that are located within one-half mile of a Major Transit Stop, such as this project, are allowed unlimited density, 4 incentives, 33 feet/3 stories more in height, and more flexible rent schedules. Any project utilizing unlimited density is prohibited from also requesting waivers of development standards. An applicant utilizing the benefits in this update can still request on-menu incentives and off-menu incentives, but the project would require discretionary review.
QUALIFIED PERMANENT SUPPORTIVE ORDINANCE (QPSH)

The City's QPSH Program offers many incentives to 100% affordable projects where at least half the units are set aside for formerly homeless individuals. In addition to parking reductions and relaxed development standards, projects located in a C2 zone or R4 zone are allowed unlimited density. Projects that adhere to the requirements of the ordinance, including the 15 performance standards, can be approved administratively without any environmental review. Any project that does not adhere to one or more performance standards can request Alternative Compliance which is a discretionary review process approved by the Director of Planning. A project that needs more than 5 incentives or requires more modification than the listed incentives allow may request waivers of development standards that would need to be approved by the City Planning Commission.

SITE PLAN REVIEW

Site Plan Review will be necessary if the number of units allowed on the site, without any incentives, is equal to or greater than 50.

PARKING

The nine parking spaces in LADOT Lot 676 are not required to be replaced.
A maximum of eighty (80) points may be awarded to a proposal that articulates a clear vision for the property, addresses site-specific criteria and demonstrates strong community engagement experience. Complete Attachment E & F: 1140 Glendale Excel Template, which includes two worksheets, E and F.

<table>
<thead>
<tr>
<th>Item</th>
<th>Available</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>E. Project Benefits</strong></td>
<td>50</td>
</tr>
<tr>
<td>1. Vision Statement</td>
<td>10</td>
</tr>
<tr>
<td>2. Demonstrated Development Experience</td>
<td>15</td>
</tr>
<tr>
<td>3. Site Specific Criteria</td>
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</tr>
<tr>
<td>4. Low Cost Per Unit</td>
<td>10</td>
</tr>
<tr>
<td>5. Non-Profit Developer</td>
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</tr>
<tr>
<td><strong>F. Community Engagement</strong></td>
<td>10</td>
</tr>
<tr>
<td>1. Proposed Community Outreach &amp; Engagement Plan</td>
<td>5</td>
</tr>
<tr>
<td>2. Experience Conducting Community Outreach</td>
<td>5</td>
</tr>
<tr>
<td><strong>G. Community Benefits</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>H. Project Pro Forma</strong></td>
<td>10</td>
</tr>
<tr>
<td><strong>I. Clarity of Presentation- Interview</strong></td>
<td>5</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>80</td>
</tr>
</tbody>
</table>
PROJECT BENEFITS

A maximum of fifty (50) points may be awarded to a proposal that articulates a clear vision for the property, demonstrates development experience, addresses the site-specific criteria, keeps costs low, and incorporates a non-profit organization.

PROPOSED VISION STATEMENT & CONCEPT SITE PLAN (10 POINTS)

The proposer may be awarded up to ten (10) points for articulating a clear vision for the site that meets the stated property objectives and proposing a high-quality design that accords with the City’s guidelines.

A vision statement must demonstrate the proposer’s understanding of the surrounding neighborhood and character of the local streets in addition to meeting the objectives listed on page 25 of this RFP. In addition, include the following in your narrative: Proposed project description, including target income and population meets project objectives Proposed unit matrix including quantity and size.

A high-quality conceptual site plan should utilize the Department of City Planning’s (DCP’s) established three pillars of design: (1) “Pedestrian First Design”, (2) “360 Degree Design”; and (3) “Climate Adaptive Design”. More detailed information can be found on DCP’s Urban Design Studio website (http://planning.lacity.org/urbandesign/) and in the following their documents:

§ “Urban Design Principles” (UrbanDesignPrinciples.pdf);
§ “Citywide Design Guidelines” (Citywide_Design_Guidelines.pdf)

Include the vision statement and conceptual site plan in Section E-1: Proposed Vision Statement. Maximum of three (3) pages is allowed for the proposed vision statement. Maximum of three (3) pages is allowed for the conceptual site plan. Conceptual site plan must articulate how its design reflects DCP’s design principles and guidelines, as well as the location and access of the public parking. Provide an electronic copy in Adobe Acrobat format (PDF) of 24” x 36”. An additional brief description of how the design satisfies DCP’s pillars of good design should be included.

DEMONSTRATED DEVELOPMENT EXPERIENCE (15 POINTS)

The proposer may be awarded up to fifteen (15) points for demonstrated development experience as detailed below. Please note, any project included for consideration must be new construction, and must have been developed by the lead proposer or any co-proposer.

Three (3) points may be awarded for each affordable and/or supportive housing project the proposer has completed since 2005, up to a maximum of fifteen (15) points. To be eligible to receive these points, include a project description (maximum of one (1) page) for each project with the following information:

- General overview, address and scope of the project
- Total development cost and cost per unit
- Sustainable and/or unique features of the project
• Length of time to complete and actual completion date
• Photos of the completed project

Complete Worksheet E, Demonstrated Development Experience. Each project must be identified on Worksheet E and must complete the Project Name, Date Completed, Total Number of Units and Total Development Cost Columns in order to be eligible for points. In addition, include the project description in Section E-2: Demonstrated Development Experience.

SITE-SPECIFIC CRITERIA (10 POINTS)

The proposer may be awarded up to ten (10) points for site-specific criteria as follows:

a) Up to five (5) points for a services plan that will meet the needs of the target population(s). Include anticipated service providers (both on- and off-site), other partnerships, and the services program. Include letters of interest from potential service providers, if applicable.

b) Up to five (5) points may be awarded for a Letter of Interest from a potential service provider or community partner who has at least five (5) years of experience providing wrap around services in the City of Los Angeles.

LOWER COST PER UNIT (10 POINTS)

A maximum of ten (10) points may be awarded to proposals that maximize public funding by keeping costs low. Describe how the proposer plans to design, construct, and/or operate this affordable/supportive housing development at a cost-per-unit significantly below the per-unit. Development costs are subject to verification.

Points will be awarded as follows:

a) Up to four (4) points for a reasonable plan to design, construct, and/or operate this affordable/supportive housing development at a low cost-per-unit. Describe what strategies you will employ to keep costs low at the outset, and how you plan to ensure they do not rise dramatically through the pre-development process. Proposers are encouraged to use examples from recent projects, along with project proformas, as supporting material. Maximum of two pages for narrative. Include this summary in Section E-4: Lower Cost per Unit.

b) Up to four (6) points for low cost-per-unit (without land) as shown on the proforma, available as follows:

<table>
<thead>
<tr>
<th>Cost per unit</th>
<th>$350,000-$400,000</th>
<th>$400,000-$450,000</th>
<th>More than $450,000</th>
</tr>
</thead>
<tbody>
<tr>
<td>Points Awarded</td>
<td>6pts</td>
<td>3pts</td>
<td>0pts</td>
</tr>
</tbody>
</table>

NON-PROFIT PROPOSER (5 POINTS)
The proposer may be awarded up to five (5) points if a non-profit organization serves as a General Partner.

Identify how the non-profit organization will contribute to the success of the project. Discuss the history, mission and track record of the non-profit organization, and how the organization’s strengths will contribute to the success of the project. Include the name and address of the organization’s headquarters in your response to this section.

Include the response and applicable documentation in Section E-4: Non-Profit Proposer. Limit the response to a maximum of one (1) page.

COMMUNITY ENGAGEMENT (10 POINTS)

The proposer may be awarded a maximum of ten (10) points for proposing an effective community engagement plan for this project and for demonstrating strong experience conducting community outreach.

PROPOSED COMMUNITY OUTREACH AND ENGAGEMENT PLAN (5 POINTS)

The proposer may be awarded up to five (5) points for proposing a Community Outreach and Engagement Plan for this property that:

- Identifies all community stakeholders who will be the focus of the outreach
- Describes the project outreach strategy including how stakeholders will be notified and a description of any planned radius mailings
- Provides a list of outreach materials, such as flyers, mailings, presentations and websites

Include a copy of the proposed Plan in Section F-1: Proposed Community Outreach and Engagement Plan.

EXPERIENCE CONDUCTING COMMUNITY OUTREACH (5 POINTS)

The proposer may be awarded up to five (5) points for demonstrating strong experience conducting community outreach.

a) One (1) point may be awarded for each complete Community Engagement Plan submitted to HCIDLA, a municipality or government agency in the past 5 years. Maximum of two (2) points. In order to be awarded points, the executive summary of each Community Engagement Plan must be submitted.

b) One (1) point may be awarded for each documented outreach activity in the past 5 years. Maximum of two (2) points. Documentation may include a flyer, agenda, letter, etc. Documentation may be no longer than 4 pages for each item. In order to be awarded points, documentation of the outreach activity must be submitted.

c) One (1) point may be awarded for a documented outreach activity in the past 5 years within the Echo Park neighborhood. In order to be awarded a point, documentation of the outreach activity must be submitted.

Documentation may be no longer than 4 pages for each item. In order to be awarded points, documentation of the outreach activity must be submitted.
Complete Worksheet F, Experience Conducting Community Outreach. In addition, include each identified plan’s executive summary and supporting documentation in Section F-2: Experience Conducting Community Outreach.

COMMUNITY BENEFITS (5 POINTS)

The proposer may be awarded up to five (5) points for proposing a Community Benefits Plan that commits to reaching the City’s MBW/WBE/Small Business/Emerging Business/Disabled Veterans Businesses minimum targets of 18%/4%/25%/8%/3% respectively. In narrative form, describe how the proposer will address and meet these targets. Include the following in the narrative:

a) PROPOSER’S PREVIOUS TRACK RECORD IN ADDRESSING THE CITY’S MINIMUM TARGETS/GOALS

b) IF THE PROPOSER HAS STAFF WHO ARE/WILL BE ACCOUNTABLE FOR ACHIEVING THE DESIRED GOALS AND INDICATE THE NAMES OF STAFF WHO ARE ACCOUNTABLE FOR ACHIEVING THE DESIRED GOALS

c) PROPOSER’S PLAN TO MEET THE MINIMUM TARGETS AND HOW CONTRACTORS WILL BE SOURCED AND HIRED IN ORDER TO MEET TARGETS

d) DESIRED OUTCOMES

Include the narrative and related documentation in Section G: Community Benefits. The narrative is not to exceed three (3) pages. (Refer to Form P for additional information.)

PROJECT PRO FORMA (10 POINTS)

The proposer may be awarded up to ten (10) points for outlining reasonable sources and uses. Development costs are subject to verification.

Complete Attachment H, Project Pro Forma Template. In addition, include each identified plan’s executive summary and supporting documentation in Section H: Project Pro Forma.

CLARITY OF PRESENTATION – INTERVIEW (5 POINTS)

The proposer may be awarded up to five (5) points for participating in the interview process, clearly defining an effective and feasible project Proposal, and responding fully to the interview panel’s questions.

EXHIBIT A.2.A PROPERTY INFORMATION - 928 N. MARINE AVENUE
PROPERTY DESCRIPTION

Image Sources: (top) ZIMAS, 2018; (bottom) Google Maps, 2017
• Located in Council District 15
• Rectangular lot along Marine Avenue, currently serves as LADOT Lot 650
• APN: 7423-004-900
• Property is zoned [Q]RD1.5-1XL-O-CUGU
• Property size is approximately 15,300 sq. ft.

**PROPERTY OBJECTIVES**

The property is located in an established single-family neighborhood near a thriving commercial area in Wilmington. The preferred vision for the proposal is as follows:

- 100% affordable housing (Very Low, Low, or Moderate income level)
- The design must complement the existing homes in the area, many of which have strong architectural features and historic elements.
- Increased density and pedestrian-friendly design that interacts with the nearby Avalon Boulevard commercial corridor.
- Replacement public parking is not required.
- Proposers are encouraged to assess surrounding sites for opportunities to increase unit count.

**ZONING ANALYSIS**

This information is provided for the purposes of responding to the Request for Proposals. The selected proposer will be responsible for all due diligence related to entitlements.

The project site includes one parcel composed of two rectangular-shaped lots, totaling approximately 15,300 square feet, with a frontage on Marine Avenue and a 20-foot wide alley in the rear. The land use designation is Low Medium II Residential within the Wilmington-Harbor Community Plan. The site is zoned [Q]RD1.5-1XL-O-CUGU which allows multifamily development at a density of one unit per 1,500 square feet of lot area. The lot area of 15,300 square feet combined with half the area of the alley (1,000 square feet) creates a site area of 16,300 square feet. A residential development would require a 15 feet rear and front yard with side yards at 5 feet plus 1 foot for each story over the 2nd (not to exceed 16 feet). The project has [Q] conditions that regulate open space, landscaping, architectural treatments, and parking. Per the [Q] conditions, a multifamily development is required to provide at least 100 square feet of open space per unit, at least two parking spaces per dwelling unit, and guest parking at a ratio of at least one-half space per dwelling unit. The project is located in two supplemental use districts: the “Clean Up Green Up” overlay district and an “Oil Drilling District”.

**BY-RIGHT RESIDENTIAL DEVELOPMENT**

A ministerial density bonus includes two ministerial incentives for increased density and reduced parking. A ministerial Density Bonus would not require a planning entitlement and the project would not be subject to the California Environmental Quality Act. The base density of the site is 10.8 units which is then rounded up to 11 units. A 35% Density Bonus from the “base density” would result in 15 units allowed on the site. The parking reductions of the law would
supersedes the parking requirements of the [Q] condition. An off-menu incentive would be required if the project seeks relief from other development standards such as the “no tandem parking” rule in the [Q] conditions.

AB 1763 - UPDATE TO DENSITY BONUS LAW

An update to state Density Bonus Law, AB 1763, grants additional benefits to 100% affordable housing projects. Projects that are not located within one-half mile of a Major Transit Stop, such as this project, are allowed an 80% increase to density, 4 incentives, and more flexible rent schedules. Based on an 80% density increase, a 100% affordable housing project would be able to develop 20 units on this site. An applicant utilizing the benefits in this update can still request on-menu incentives, off-menu incentives, and waivers of development standards, but the project would require discretionary review.

QUALIFIED PERMANENT SUPPORTIVE HOUSING ORDINANCE (QPSH)

The City’s QPSH Program offers many incentives to 100% affordable projects where at least half the units are set aside for formerly homeless individuals. In addition to parking reductions and relaxed development standards, projects located in an RD1.5 zone are allowed a density of one unit for every 500 square feet of lot area. A Permanent Supportive Housing project utilizing the QPSH Program would be allowed to develop 33 units by-right. Projects that adhere to the requirements of the ordinance, including the 15 performance standards, can be approved administratively without any environmental review. Any project that does not adhere to one or more performance standards can request Alternative Compliance which is a discretionary review process approved by the Director of Planning. A project that needs more than 5 incentives or requires more modification than the listed incentives allow may request waivers of development standards that would need to be approved by the City Planning Commission.

ON-MENU DENSITY BONUS

The 16,300 square foot site would allow a maximum density bonus of 15 units, which includes the 35% density increase allowed per the Density Bonus program. The base density for the project site is 11 units after rounding-up from 10.8. The base density is calculated by dividing the lot area by 1,500, which is the allowable density factor per the LAMC. If the project sets aside 15% from the base density, which is 2 very low income units, then the project qualifies for 3 incentives from the menu of incentives. The Director of Planning would be the decision maker when utilizing up to three incentives from the menu of incentives.

OFF-DENSITY BONUS AND A CONDITIONAL USE PERMIT TO EXCEED DENSITY

An off-menu density bonus would allow the project to request beyond 3 incentives and/or a waiver(s) of a development standard. A waiver of development standards can be requested to exceed a development requirement. For example, a waiver can be an increase in lot coverage beyond what is allowed as an on-menu incentive. A Conditional Use Permit (per 12.24 U.26) allows a project to request a Density Bonus greater than 35%.
OTHER POTENTIAL REGULATORY BARRIERS

The project is located in two supplemental use districts. The project is located in an “Oil Drilling District” and the “Clean Up Green Up” overlay district.” Although the rules and regulations of the “Oil Drilling District” do not apply to residential development, further research would be required to determine if oil drilling once took place on the project site and further environmental review and mitigation may be required.

Ordinance 184,246 established the “Clean Up Green Up” (CUGU) Overlay aimed to reduce the cumulative health impacts resulting from land uses including, but not limited to, concentrated industrial land use, on-road vehicle travel, and heavily freight-dominated transportation corridors, which are incompatible with the sensitive uses to which they are in close proximity to, such as residences and schools. Publicly habitable spaces (such a residential development) adjacent to the subject uses listed in the ordinance would be required to comply with site planning, landscaping, and parking design requirements. Per the Assessor’s information on ZIMAS, the site is adjacent to residential, commercial parking, stores, and offices.

The project is also subject to additional development regulations as required by the [Q] conditions for Subarea 8 established by Ordinance 167,244. These development standards include additional requirements for open space, landscaping, architectural treatments, and parking. As previously noted, any parking requirements are superseded by the parking allowances in any affordable housing incentive program.

PUBLIC PARKING

LADOT Lot 650 contains 40 parking spaces, however replacement public parking is not required
EXHIBIT A.2.B PROJECT-SPECIFIC CRITERIA - 928 N. MARINE AVENUE

A maximum of eighty (80) points may be awarded to a proposal that articulates a clear vision for the property, addresses site-specific criteria and demonstrates strong community engagement experience. Complete Attachment E & F: 928 Marine Excel Template, which includes two worksheets, E and F.

<table>
<thead>
<tr>
<th>Item</th>
<th>Available</th>
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</thead>
<tbody>
<tr>
<td>E. Project Benefits</td>
<td>52</td>
</tr>
<tr>
<td>1. Vision Statement</td>
<td>20</td>
</tr>
<tr>
<td>2. Demonstrated Development Experience</td>
<td>10</td>
</tr>
<tr>
<td>3. Project Specific Criteria</td>
<td>10</td>
</tr>
<tr>
<td>4. Low Cost Per Unit</td>
<td>10</td>
</tr>
<tr>
<td>5. Non-Profit Proposer</td>
<td>2</td>
</tr>
<tr>
<td>F. Community Engagement</td>
<td>12</td>
</tr>
<tr>
<td>1. Proposed Community Outreach &amp; Engagement Plan</td>
<td>6</td>
</tr>
<tr>
<td>2. Experience Conducting Community Outreach</td>
<td>6</td>
</tr>
<tr>
<td>G. Community Benefits</td>
<td>5</td>
</tr>
<tr>
<td>H. Project Pro Forma</td>
<td>6</td>
</tr>
<tr>
<td>I. Clarity of Presentation- Interview</td>
<td>5</td>
</tr>
<tr>
<td>Subtotal</td>
<td>80</td>
</tr>
</tbody>
</table>
PROJECT BENEFITS

A maximum of fifty-two (52) points may be awarded to a proposal that articulates a clear vision for the property, demonstrates development experience, addresses the site-specific criteria, keeps costs low, and incorporates a non-profit organization.

PROPOSED VISION STATEMENT & CONCEPT SITE PLAN (20 POINTS)

The proposer may be awarded up to twenty (20) points for articulating a clear vision for the site that meets the stated property objectives and proposing a high-quality design that accords with the City’s guidelines.

a) Up to fifteen (15) points may be awarded for articulating a clear vision for the site that meets the stated property objectives. The proposed vision statement must demonstrate the proposer’s understanding of the surrounding neighborhood and character of the local streets in addition to the objectives listed on page 35 of this RFP.

In addition, include the following in your narrative:

- Proposed project description, including target income and population meets project objectives
- Proposed unit matrix including quantity and size are maximized by allowable zoning requirements.

b) The proposer may be awarded up to five (5) points for employing high-quality design in a conceptual site plan. This plan should utilize the Department of City Planning’s (DCP’s) established three pillars of design: 1) “Pedestrian First Design”, 2) “360 Degree Design”, 3) “Climate Adaptive Design”, More detailed information can be found on DCP’s Urban Design Studio website (http://planning.lacity.org/urbandesign/) and in the following their documents:

  § “Urban Design Principles” (UrbanDesignPrinciples.pdf);
  § “Citywide Design Guidelines” (Citywide_Design_Guidelines.pdf)

Conceptual site plan must articulate how its design reflects DCP’s design principles and guidelines, as well as the location and access of the public parking. Provide an electronic copy in Adobe Acrobat format (PDF) of 24” x 36”. An additional brief description of how the design satisfies DCP’s pillars of good design should be included.

Include the vision statement and conceptual site plan in Section E-1: Proposed Vision Statement. Maximum of three (3) pages is allowed for the proposed vision statement. Maximum of three (3) pages is allowed for the conceptual site plan.

DEMONSTRATED DEVELOPMENT EXPERIENCE (10 POINTS)

The proposer may be awarded up to ten (10) points for demonstrated development experience as detailed below. Please note, any project included for consideration must be new construction, and must have been developed by the lead proposer or any co-proposer.
Two (2) points may be awarded for each affordable housing project the proposer has completed since 2005, up to a maximum of ten (10) points. At least one project must have been completed in the City of Los Angeles. To be eligible to receive these points, include a project description (maximum of one page) for each project with the following information:

- General overview, address and scope of the project
- Total development cost and cost per unit
- Sustainable and/or unique features of the project
- Length of time to complete and actual completion date
- Photos of the completed project

Complete Worksheet E, Demonstrated Development Experience. Each project must be identified on Worksheet E and must complete the Project Name, Date Completed, Total Number of Units and Total Development Cost Columns in order to be eligible for points. In addition, include the project descriptions in Section E-2: Demonstrated Development Experience.

SITE-SPECIFIC CRITERIA (10 POINTS)

The proposer may be awarded up to ten (10) points for project specific criteria as follows:

a) Up to three (3) points for a services plan that will meet the needs of the target population(s). Include anticipated service providers (both on- and off-site), other partnerships, and the services program. Include letters of interest from potential service providers, if applicable.

b) Up to three (3) points may be awarded for a Letter of Interest from a potential service provider or community partner who has at least five (5) years of experience providing services in the City of Los Angeles neighborhood.

c) Four (4) points may be awarded to a proposer that can demonstrate the ability and intent to purchase adjacent parcels to increase the number of units proposed. Provide a letter of interest from the adjacent property owner and include a valid funding source for the acquisition in the submitted proforma.

LOWER COST PER UNIT (10 POINTS)

A maximum of ten (10) points may be awarded to proposals that maximize public funding by keeping costs low. Describe how the proposer plans to design, construct, and/or operate this affordable housing development at a low cost-per-unit. Development costs are subject to verification.

Points will be awarded as follows:

a) Up to four (4) points for reasonable plans to design, construct, and/or operate this affordable housing development at a low cost-per-unit. Describe what strategies you will employ to keep costs low at the outset, and how you plan to ensure they do not rise dramatically through the pre-development process.
Proposers are encouraged to use examples from recent projects, along with project pro formas, as supporting material. Two pages’ maximum for narrative.

Include this summary in Section E-4: Lower Cost per Unit.

b) Up to six (6) points for low cost-per-unit (without land) as shown on the pro forma, available as follows:

<table>
<thead>
<tr>
<th>Cost per unit</th>
<th>$350,000-$400,000</th>
<th>$400,000-$450,000</th>
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<tbody>
<tr>
<td>Points Awarded</td>
<td>6pts</td>
<td>3pts</td>
<td>0pts</td>
</tr>
</tbody>
</table>

**NON-PROFIT PROPOSER (2 POINTS)**

The proposer may be awarded up to two (2) points if a non-profit organization serves as a General Partner.

Identify how the non-profit organization will contribute to the success of the project. Discuss the history, mission and track record of the non-profit organization, and how the organization’s strengths will contribute to the success of the project. Include the name and address of the organization’s headquarters in your response to this section.

Include the response and applicable documentation in **Section E-4: Non-Profit Proposer**. Limit the response to a maximum of one (1) page.

**COMMUNITY ENGAGEMENT (12 POINTS)**

The proposer may be awarded up to twelve (12) points for proposing an effective community engagement plan for this project and for demonstrating strong experience conducting community outreach.

**PROPOSED COMMUNITY OUTREACH AND ENGAGEMENT PLAN (6 POINTS)**

The proposer may be awarded up to six (6) points for proposing a high quality Community Outreach and Engagement Plan for this property that:

- Identifies all community stakeholders who will be the focus of the outreach
- Describes the project outreach strategy including how stakeholders will be notified and a description of any planned radius mailings
- Provides a list of outreach materials, such as flyers, mailings, presentations and websites
- Describe how community outreach and engagement will take place if social distancing is still encouraged when the outreach period begins.

Include a copy of the proposed Plan in Section F-1: Proposed Community Outreach and Engagement Plan.
EXPERIENCE CONDUCTING COMMUNITY OUTREACH (6 POINTS)

The proposer may be awarded a maximum of six (6) points for demonstrating strong experience conducting community outreach.

a) One (1) point may be awarded for each complete Community Engagement Plan submitted to HCID, a municipality or government agency in the past 10 years. Maximum of three (3) points. In order to be awarded points, the executive summary of each Community Engagement Plan must be submitted.

b) One (1) point may be awarded for each documented outreach activity in the past 5 years. Maximum of three (3) points. Documentation may include a website, flyer, agenda, letter, etc. Documentation may be no longer than 4 pages for each item. In order to be awarded points, documentation of the outreach activity must be submitted.

Complete Worksheet F, Experience Conducting Community Outreach. In addition, include each identified plan’s executive summary and supporting documentation in Section F-2: Experience Conducting Community Outreach.

COMMUNITY BENEFITS (5 POINTS)

The proposer may be awarded up to five (5) points for proposing a Community Benefits Plan that commits to reaching the City’s MBW/WBE/Small Business/Emerging Business/Disabled Veterans Businesses minimum targets of 18%/4%/25%/8%/3% respectively. In narrative form, describe how the Proposer will address and meet these targets. Include the following in the narrative:

a) Proposer’s previous track record in addressing the City’s minimum targets/goals
b) If the proposer has staff who are/will be accountable for achieving the desired goals and indicate the names of staff who are accountable for achieving the desired goals
c) Proposer’s plan to meet the minimum targets and how contractors will be sourced and hired in order to meet targets
d) Desired outcomes

Include the narrative and related documentation in Section G: Community Benefits. The narrative is not to exceed three (3) pages. (Refer to Form P for additional information.)

PROJECT PRO FORMA (6 POINTS)

The proposer may be awarded up to six (6) points for outlining reasonable sources and uses. Development costs are subject to verification. Complete Attachment H, Project Pro forma Template. In addition, include each identified plan’s executive summary and supporting documentation in Section H: Project Pro Forma.

CLARITY OF PRESENTATION – INTERVIEW (5 POINTS)

The proposer may be awarded up to five (5) points for participating in the interview process and clearly defining an effective and feasible project Proposal, and responding fully to the interview panel’s questions.
Organize the Proposal using the checklist below. Include the completed checklist as the “table of contents” for the Proposal.

All of the following forms must be executed and included in response to the RFP. A form must be submitted for each entity within the ownership structure, other than the limited partner (if any).

<table>
<thead>
<tr>
<th>Section Name</th>
<th>Required Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checklist</td>
<td>▪ Print and complete checklist. Include checklist as the “table of contents for the Proposal”. Place ✓ next to each item.</td>
</tr>
<tr>
<td>Cover Letter</td>
<td>▪ Identify Lead Proposer and include the Lead Proposer’s contact information.</td>
</tr>
<tr>
<td></td>
<td>▪ If applying for multiple projects, include each project’s priority.</td>
</tr>
<tr>
<td>Section A: Development Team Qualifications</td>
<td></td>
</tr>
<tr>
<td>A-1: Proposed Development Team Structure</td>
<td>▪ Attachment A include printed version &amp; supporting documentation.</td>
</tr>
<tr>
<td></td>
<td>a) Incorporation documents of the development organization(s)</td>
</tr>
<tr>
<td></td>
<td>b) Organizational chart indicating ownership structure &amp; its parties.</td>
</tr>
<tr>
<td></td>
<td>c) Contact list of members of development team; resumes of members included.</td>
</tr>
</tbody>
</table>
d) Proof of good standing & authorized to do business in California for each entity included.

e) Secretary of State Corporate Number, copy of by-laws, current list of Board of Directors, Resolution of Executorial Authority with a signature specimen included.

f) For non-profit member of Development team, include a certification from Board Secretary that details the number of board meetings held & whether quorum was present.

## Section B: Financial Capacity

- **Attachment B** include printed version signed by either the CFO or a licensed auditor using blue ink. Each member of the development team must complete Attachment B.

### B-1: Audited Financial Statements

- Audited financial statements for each member of the development team for fiscal year 2016.
- Audited financial statements for each member of the development team for fiscal year 2017.
- Audited financial statements for each member of the development team for fiscal year 2018.

### B-2: Capital Requirements

- In addition to Attachment B, include any documentation necessary to demonstrate the lead proposer’s ability to access capital such as a line of credit and/or a bank statement.

## Section C: Compliance

- **Attachment C** include printed version & supporting documentation.

a) Printout from the LA County Property Tax Portal that demonstrates property taxes have been paid for each property listed on Attachment C.
b) Acord Certificate of Liability Insurance that indicates HCIDLA or the City of Los Angeles as, “Certificate Holder” for each property listed on Attachment C.

c) Copy of the most recent Urban Futures email indicating, “Final Notice of Compliance 15%” for each property listed on Attachment C.

**Section D: Clarity of Presentation – Written Proposal**

- Included a total of five (5) Binders: (1) original and (4) copies each organized with dividers and labeled tabs.

- Five (5) flash drives are labeled with both the name of the lead proposer and the project (“1140 Glendale”).

- Attachment A is completed and included as one workbook on each flash drive.

- Attachment B is completed and one copy for each member of the Development Team is included on each flash drive.

- Attachment C is completed and included as one workbook on each flash drive.

- Attachment E & F is completed and included as one workbook on each flash drive.

**Section E: Project Benefits**

**E-1: Proposed Vision Statement**

- Proposed Vision for the site. Maximum 3 pages for the proposed vision statement and maximum 3 pages for the conceptual site plan.

**E-2: Demonstrated Development Experience**

- Attachment E (Demonstrated Development Experience) include printed version & supporting documentation
- One page project descriptions for each project

**E-3: Site-Specific**

- Supporting documentation
<table>
<thead>
<tr>
<th>Section E: Low Cost per Unit</th>
<th>• Narrative describing how Proposer plans to develop this affordable housing at a low cost-per-unit</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-5: Non-Profit Proposer</td>
<td>• Narrative identifies the name of the non-profit organization and the address of the headquarters.</td>
</tr>
</tbody>
</table>

**Section F: Community Engagement**

<table>
<thead>
<tr>
<th>F-1: Proposed Community Engagement Plan</th>
<th>• Community Outreach and Engagement Plan (maximum 4 pages)</th>
</tr>
</thead>
</table>

**Attachment F** include printed version & supporting documentation.

- Include each identified plan’s executive summary.
- Including supporting documentation that showcases experience conducting community outreach activities.

**Section G: Community Benefits**

- Narrative identifies how the Proposer will meet and address MBW/WBE/Small Business/Emerging Business/Disabled Veterans Businesses targets in 3 pages or less

**Section H: Project Pro Forma**

- **Attachment H** include printed version & supporting documentation

**Forms (Print and Include in Proposal Binder)**

- a) Form A: Proposer Workforce Information and Collusion Affidavit
- b) Form B: Collaborator Agreements
c) Form C: Equal Benefits Compliance *(printed from LABAVN)*

d) Form D: Contractor Responsibility Questionnaire

e) Form E: Bidder Certification CEC Form 50

f) Form F: Prohibited Contributions (Bidders) CEC Form 55

g) Form G: Disclosure Ordinances Affidavit *(printed from LABAVN)*

h) Form I: List of Subcontractors

<table>
<thead>
<tr>
<th>Forms Must be Completed on LABAVN (<a href="http://www.labavn.org">www.labavn.org</a>)</th>
</tr>
</thead>
<tbody>
<tr>
<td>▪ Form C: Equal Benefits Compliance</td>
</tr>
<tr>
<td>▪ Form G: Disclosure Ordinances Affidavit</td>
</tr>
</tbody>
</table>

THE FOLLOWING FORMS WILL BE REQUIRED UPON EXECUTION OF THE DDA AND/OR GROUND LEASE

Do not submit at this time

<table>
<thead>
<tr>
<th>FORM</th>
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<tbody>
<tr>
<td>Form J: CA Iran Contracting Act of 2010 Affidavit</td>
</tr>
<tr>
<td>Form K: Living Wage Ordinance and Service Contractor Worker Retention</td>
</tr>
<tr>
<td>Form L: Living Wage Ordinance Exemption</td>
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<td>Form M: Child Care Policy</td>
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<td>Form N: Credit Authorization Form-HCIDLA Credit Authorization Form</td>
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<td>Form O: Form Letter Regarding Davis-Bacon and State Prevailing Wage Requirements</td>
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<td>Form P: Business Inclusion Program / MBE/WBE/OBE Outreach Forms</td>
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<td>Form Q: Child Support Obligations</td>
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<td>Form R: First Source Hiring Ordinance Affidavit</td>
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<tr>
<td>Form S: Certification Regarding Ineligibility, Suspension, and Debarment (Executive No. 12549)</td>
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<tr>
<td>Form T: Certification and Disclosure Regarding Lobbying</td>
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<tr>
<td>Form U: Certificate of Drug Free Workplace</td>
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<tr>
<td>Form V: Applicant/Borrower Certification Statement for Affordable Housing Trust Fund Program</td>
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THE FOLLOWING DOCUMENTS ARE AVAILABLE ON LABAVN

<table>
<thead>
<tr>
<th>DOCUMENT</th>
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<tr>
<td>Attachment A- Excel Team Qualifications Template</td>
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<tr>
<td>Attachment B- Excel Proposer Financial Summary Template</td>
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<td>Attachment C- Excel Compliance Template</td>
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<td>Attachment E &amp; F- 1140 Glendale</td>
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<td>Attachment E &amp; F- 928 Marine</td>
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<tr>
<td>Attachment H Project Pro Forma Excel Template</td>
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<tr>
<td>Users Guide to Alternative Housing Typologies</td>
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<td>---------------------------------------------</td>
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<tr>
<td>HCIDLA Housing Development Land Conveyance Policy</td>
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EXHIBIT C: ADDITIONAL DOCUMENTATION REQUIRED

DOCUMENTS REQUIRED WITH THIS PROPOSAL

1. Secretary of State Documentation

   All Proposers 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. Include in Section A.

2. Workforce Information

   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 (Form A).

3. Collaborator Agreements

   Proposals shall include completed forms from each organization intending to formally collaborate with the proposers (Form B).

4. Equal Benefits Ordinance

   The Proposer shall submit the applicable Equal Benefits Ordinance Compliance Form(s) (Form C).

5. Contractor Responsibility Ordinance (CRO) Questionnaire and Pledge of Compliance

   All Proposers shall submit a completed CRO Questionnaire and Pledge of Compliance signed under penalty of perjury (Form D-1 and D-2) with their Proposal.

6. Municipal Lobbying Ordinance

   The Proposer shall submit the applicable Municipal Lobbying Ordinance Compliance Form – Bidder Certification CEC Form 50 (Form E).

7. Municipal Campaign Finance Ordinance CEC Form 55

   Proposers must submit a CEC Form 55 to the awarding authority at the time the response is submitted. Additional information regarding these restrictions and requirements may be obtained from the City Ethics Commission at (213) 978-1960 or ethics.lacity.org (Form F).

8. Disclosure Ordinances Affidavit

   The Proposer shall submit the applicable Disclosure Ordinances Affidavit (Form G).

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.

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: https://bca.lacity.org/Uploads/eeo/NDEEOAAP%20Admin%20Code.pdf

10. Subcontractors

If a Proposer will have subcontractors in the project, a list of the subcontractors must also be submitted with the Proposal (Form I).

**DOCUMENTS REQUIRED WITH EXECUTION OF DISPOSITION AND DEVELOPMENT AGREEMENT OR LONG TERM GROUND LEASE**

1. Corporate Documents

   All Proposers 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.

2. Proof of IRS Number (W-9)

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

3. City Business License Number

   All Proposers are required to submit one copy of their current City of Los Angeles Business License, Tax Registration Certificate or Vendor Registration Number.

   To obtain a Business Tax Registration Certificate (BTRC) call the City Clerk’s Office at (213) 473-5901 and pay the respective business taxes. The address is as follows: City of Los Angeles, City Hall, Room 101, Office of Finance, Tax and Permit Division, 201 North Main Street, Los Angeles, CA 90012. Visit the Office of Finance’s website for more information at: www.finance.lacity.org.

4. Insurance Certificates

   Proposers 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. Proposers who do not have the required insurance should include the cost of insurance in their bid. Proposers will be required to provide insurance at the time of contract execution.
5. Iran Contracting Act of 2010 Compliance Affidavit

In accordance with California Public Contract Code Sections 2200-2208, all 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” (Form J).

6. Living Wage Ordinance

The Proposer shall submit the applicable Living Wage Ordinance Compliance Form(s) (LW-10, LW-26, LW-28 and LW-29).

7. Child Care Policy – not required of sole proprietors

It is the policy of the City of Los Angeles to encourage businesses to adopt childcare policies and practices. Consistent with this policy, Proposers shall complete and submit the “Child Care Policy Declaration Statement” with their contract (Form M).

8. Credit Authorization Form

Proposers are required to submit a credit authorization form authorizing HCIDLA to conduct a credit check (Form N).

9. Davis-Bacon and State Prevailing Wage Requirements

Proposers must submit Form O: Form Letter Regarding Davis-Bacon, which certifies that the proposer will comply with all applicable Davis-Bacon and/or Prevailing Wage Requirements.

10. Child Support Obligations

Proposers shall comply with the Child Support Assignments Orders Ordinance. Refer to Exhibit D, Section O and Form Q for more detail.

11. 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). Proposers shall refer to Form R, “First Source Hiring Ordinance” for further information regarding the requirements of the Ordinance.

12. Fair Chance Initiative for Hiring Ordinance

City Contractors and subcontractors with 10 or more employees are prohibited under Los Angeles Administrative Code Section 10.48 from seeking a job applicant's criminal history information until a job offer is made and from withdrawing a job offer unless the employer performs an assessment of the
applicant's criminal history and the duties of the position. Contractors and subcontractors are required to include information regarding the ordinance in all job solicitations and advertisements and to post notices informing job applicants of their rights. Additional information and forms can be found at Department of Public Works, Bureau of Contract Administration at: https://bca.lacity.org/fair-chance.

13. Certifications

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

a) Certification Regarding Ineligibility, Suspension and Debarment as required by Executive Order 12549 (Form S).

b) Certification and Disclosure Regarding Lobbying (not required for contracts under $100,000). Proposer 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 (Form T).

c) Certificate Regarding Drug-Free Workplace Act Requirements, if applicable (Form U).

d) Applicant/Borrower Certification Statement for the Affordable Housing Trust Fund Program (Form V).
A. Costs Incurred by Proposer

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.

B. 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.

C. 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.

D. Withdrawal of Proposals

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

E. General City Reservations

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

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

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

The City shall review and rate submitted Proposals. The proposer may not make any changes or additions after the deadline for receipt of Proposals. The City reserves the right to request additional information or documentation, as it deems necessary.
The City reserves the right to verify all information in the Proposal. If the information cannot be verified, and if the errors are not willful, the City reserves the right to reduce the rating points awarded.

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

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

If the selection of the proposer is based in part on the 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 proposer replace any project personnel.

The City reserves the right to approve or disapprove the removal and replacement of any Proposal Team members identified in the Proposer’s Proposal in Attachment A.

F. Contract Negotiations

The proposer approved for the leasehold interest shall be required to negotiate a contract with the City. The best terms and conditions originally offered in the Proposal shall bind the negotiations. The City reserves the right to make a contract award contingent upon the satisfactory completion by the proposer of certain special conditions. The contract offer of the City may contain additional terms or terms different from those set forth herein.

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

- Fund all or portions of a proposer’s Proposal and/or require that one proposer collaborate with another for the provision of specific services, either prior to execution of an agreement or at any point during the life of the agreement;
- Use other sources of funds to fund all or portions of a proposer’s Proposal; and
- Elect to contract directly with one or more of any identified collaborators; and/or require all collaborators identified in the Proposal to become co-signatories to any contract with the City.

G. Standing of Proposer

Regardless of the merits of the Proposal submitted, a proposer may not be recommended 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.

Proposers/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 and the City of Los Angeles.

H. 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 the 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 thereof.” Failure to include such a statement shall constitute a waiver of the proposer’s right to exemption from disclosure.

I. 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.

J. Contractor Responsibility Ordinance

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 Code.

All Proposers must complete and return, with their response, the responsibility questionnaire included in this RFP (Form D). Failure to return the completed questionnaire may result in the proposer being deemed non-responsive.

If a contract is awarded pursuant to this Proposal, the proposer must update responses to the questionnaire, within thirty calendar days, after any changes to the responses previously provided if such change would affect proposer’s fitness and ability to continue performing the contract.

By executing a contract with the City, the proposer 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, each contractor must: (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 the Administrative Code; and (2) notify the awarding authority within thirty calendar days of all findings by a government agency or court of competent jurisdiction that the contractor has violated the Administrative Code.

All proposers shall submit a completed CRO Questionnaire (Form D-1) and Pledge of Compliance (D-2) signed under penalty of perjury with their proposal.
K. Equal Benefits Ordinance / First Source Hiring Ordinance

Proposers are advised that any contract awarded pursuant to this Proposal 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 LABAVN residing at www.labavn.org. All 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 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 FHSO Compliance Affidavit. Unless otherwise exempt, the FSHO applies to service contracts over $25,000 and 3 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 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.
Proposers shall complete and submit ONLINE, with their proposal, the EBO/FSHO Affidavit, or Request for Waiver, if applicable.

L. Living Wage Ordinance/ 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). Proposers shall refer to Form K, “Living Wage Ordinance and Service Contractor Worker Retention Ordinance” for further information regarding the requirements of the Ordinances.

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 Contractor Application for Non-Coverage or Exemption. The List of Statutory Exemptions are in the Form L and shall apply for an exemption from the Ordinance by submitting with their proposal the LW-10 - Exemption Application which can be accessed at:

https://bca.lacity.org/Uploads/lwo/LW%2010%20-%20OCC%20Exemption%20Application%20edited%207.10.19.pdf or by submitting the LW-26 - Small Business Exemption Application which can be accessed at: https://bca.lacity.org/Uploads/lwo/LW26_Small_Business_Exemption_Application_%28English%29.pdf or by submitting the LW-28 – 501(c)3 Nonprofit Exemption Application, which can be accessed at:

https://bca.lacity.org/Uploads/lwo/Template_LW%20-%2028%20-%20501%c3%20Nonprofit%20Exemption%20Application.pdf or by submitting the LW-29 Non-Coverage Determination Application, which can be accessed at:


M. Disclosure Ordinances Affidavit (Slavery Disclosure Ordinance, and Disclosure of Border Wall Contracting Ordinance)

Unless otherwise exempt by the provisions of the Slavery Disclosure Ordinance (SDO), and Disclosure of Border Wall Contracting Ordinance (DBWCO), any contract awarded under this RFP will be subject to the SDO, Section 10.41 of the Los Angeles Administrative Code, the DBWCO, Section 10.50 of the Los Angeles Administrative Code.

You must register on LABAVN (www.labavn.org) to access the updated Disclosure Ordinances Affidavit web form. The web form can be found by clicking on the "Profiles" tab. Scroll to the "Company Profile" section and click on "Compliance Documents". The web form should be completed and submitted by the time of RFP submission.

The web form will be verified by the Bureau of Contract Administration (BCA) only if your company is the successful Proposer selected for contract award. Proposers seeking additional information regarding the requirements of the SDO and DBWCO Disclosure Ordinances may visit the Bureau of Contract Administration’s website at http://bca.lacity.org.

N. Americans with Disabilities Act
Any contract awarded pursuant to this RFP shall be subject to the following:

In implementing this Agreement, Contractor represents and certifies that it will:

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.
4. Contractor represents and certifies that any construction for housing performed with funds provided through this Agreement will be done in accordance with the Uniform Federal Accessibility Standards (UFAS), 24 CFR, Part 40.
5. Contractor represents and certifies that its buildings, and facilities used to provide services in accordance with this Agreement, 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.
6. Contractor understands that the City is relying upon these certifications and representations as a condition to funding this Agreement. Contractor will require its subcontractors, if any, to include this language in any subcontract.

O. 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, Proposer 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 Proposer 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 Proposer 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 Proposer to comply with any Wage and Earnings Assignment Orders and Notices of Assignment applicable to them personally shall constitute a default by the proposer/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 proposer by City. Any subcontract entered into by the proposer 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 proposer to obtain compliance of its subcontractors shall constitute a default by the Proposer 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 proposer by the City.
Proposer shall comply with the Child Support Compliance Act of 1998 of the State of California Employment Development Department. Proposer 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. (Form Q).

P. Prevailing Wage and Federal Davis Bacon Wages

All selected Proposers must abide by applicable labor wages including the Federal Davis-Bacon and/or California’s Prevailing Wage and Equal Opportunity standards.

Proposers who have a track record of trying to avoid the payment of Davis-Bacon or State Prevailing wages, or who have been referred to the Department of Labor, the Department of Housing and Urban Development, California Labor Commission or any other enforcement agency will be disqualified. Additionally, any project which does not submit construction costs at the applicable Davis-Bacon/Prevailing wage level will also be disqualified. Proposers must submit Form O: Form Letter Regarding Davis-Bacon, which certifies that the proposer will comply with all applicable Davis-Bacon and/or Prevailing Wage Requirements.

Q. Equal Opportunity/Affirmative Action Requirements

It is the policy of HCIDLA and City of Los Angeles to provide minority, women and other business enterprises (M/W/OBE’s) with the opportunity to compete for and participate in the performance of HCIDLA contracts. Any firm who is awarded a contract will be required to make its best efforts to recruit M/W/OBE’s and enhance employment opportunities for minorities, women and others for subcontract opportunities created by any contract. If proposers are successful in obtaining a contract, they will be required to make their best efforts to recruit minority business enterprises or women business enterprises for subcontract opportunities created by any contract(s).

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

In accordance with HCIDLA’s Policies and Goals for Equal Opportunity and Affirmative Action, all proposers (the prime or lead Proposer and each proposed subcontractor) are required to complete and upload, the City of Los Angeles Affirmative Action Plan (four (4) pages) available on the City of Los Angeles’ Business Assistance Virtual Network (LABAVN) residing at www.labavn.org at the time it registers on LABAVN, but no later than the time when an individual Proposal is submitted. Proposers opting to submit their own Affirmative Action Plan may do so by uploading their Affirmative Action Plan onto the City’s LABAVN. Proposers with current OCC approval for their Affirmative Action Plan do not need to re-submit unless the approval is 30 days or less from expiration.
Furthermore, subject subcontractors shall be required to submit the Non-Discrimination/Equal Employment Practices Certification and Affirmative Action Plan to the successful 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 Proposer and shall be made available to the Office of Contract Compliance upon request.

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


R. Development Policies and Requirements

Labor Requirements for Development

This RFP includes the information on laws that affect development projects. This section highlights requirements related to prevailing wage, which would apply to a project that could develop as a result of this RFP. All proposers considering submittal to this RFP shall also carefully review HCIDLA specific policies and requirements in the Exhibits for consideration and inclusion in your development and financial assumptions.

Local Hiring Program Requirements

Selected Proposers must comply with federal Section 3 and the Local Hire Program Requirements (Rev. 7/9/08). Contractors and others engaged in construction and rehabilitation are encouraged to hire and train the maximum feasible number of employees from the community. In addition, the City of Los Angeles want to actively encourage local hire of permanent employees in commercial projects and residential. Local Hire Goals for construction and permanent jobs are typically negotiated on a project-by-project basis.

Sustainable Development

Development Teams are encouraged to comply with the City’s Sustainable Building Initiative. This may include use of active and passive energy conservation techniques, use of recycled materials and “green” materials, and use of water conservation techniques including xeriscaping and other conservation methods as may be recommended by relevant agencies. Provision of storage areas for recycling, solid waste management, and incorporation of design features allowing flexibility to use reclaimed gray water are encouraged.

S. Supplemental Information Related to the RFP Process

Contact During RFP

During the period immediately following the deadline to submit Proposals and continuing until a recommendation has been submitted to the City Council, proposers are not to contact HCIDLA staff and the City Council on this specific matter.
Any such contact may result in the immediate disqualification of any proposer from consideration. All questions or request for clarification or additional information shall be submitted to hcidla.landdevelopment@lacity.org.

**Erasures**

The Proposal submitted must not contain erasures, interlineations, or other corrections unless each correction is authenticated by signing in the margin, immediately opposite the correction, by the person signing the Proposal.

**Amendments to the RFP**

Any amendments to this RFP shall be effected in writing and issued by HCIDLA and uploaded to LABAVN. If this RFP is amended, then all terms and conditions which are not modified remain unchanged.

All interested proposers shall acknowledge receipt of any amendment to this solicitation by including a statement in its Proposal that it has received the amendment (the amendment number, if any, should be identified).

**Restriction on Disclosure of Data**

Prospective firms who include data or information in their Proposals that they do not want disclose to the public for any purpose or used by HCIDLA except for evaluation purposes, shall:

Mark the title page with the following legend: “This Proposal includes data that shall not be disclosed outside HCIDLA and shall not be duplicated, used or disclosed – in whole or part – for any purpose other than to evaluate this Proposal, subject to the California Public Record Act. If, however, a contract is awarded to this prospective firm as a result of, or in connection with, the submission of this data, HCIDLA shall have the right to duplicate, use or disclose the data to the extent provided in the resulting contract. This restriction does not limit HCIDLA right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in sheets (insert numbers or other identification of sheets)”

Mark each sheet of data proposer wishes to restrict with the following legend: “CONFIDENTIAL per restriction on the title page of this Proposal.”

**Proposal Preparation Expenses**

HCIDLA will not in any event be liable for any pre-contractual expenses incurred by the prospective firm. The prospective firm shall not include any such expenses as a part of the price proposed in response to this RFP. Pre-contractual expenses are defined as expenses incurred by the prospective firm in (1) preparing the Proposal in response to this RFP; (2) submitting and delivering the Proposal to HCIDLA; (3) discussing and/or negotiating with HCIDLA on any matter related to this RFP; or (4) any other expenses incurred by the prospective offer or prior to the date of award, if any, of a proposed contract.

**Modification or Withdrawal of Proposer’s Proposal**

Proposal may be modified after its submission by written notice to HCIDLA of withdrawal and resubmission before the date and time specified for receipt of Proposals. Modifications will not be considered if offered in any other manner.
Proposals may be withdrawn by submitting a written request to HCIDLA at any time. The firm may thereafter submit a new Proposal before the Proposal submission date. Proposals may not be re-submitted after the Proposal submission date.

**Misunderstandings**

The RFP documents will be clarified by HCIDLA upon written request from the proposing firm. HCIDLA decision shall be final in any matter of interpretation of the documents.

**Late Proposals**

It is the responsibility of each proposer responding to this solicitation to ensure that its Proposal is received by HCIDLA prior to the time specified in this RFP. Any Proposal received by HCIDLA after the exact time specified for receipt is "late" and shall be date and time stamped and not considered for award, unless it is received before award is made to another entity and it:

- Was sent by registered or certified mail and postmarked no later than the 5th calendar day before the date specified for receipt of Proposals; or
- Was sent by mail or messenger, and it is determined by the RFP Manager that the late receipt was due solely to mishandling by HCIDLA after receipt by HCIDLA; or
- Is the only Proposal received.

**Right to Reject all Proposals**

This RFP is not a contract offer, a request for technical services or an agreement to construct any project that may be proposed or otherwise submitted and does not commit HCIDLA to enter into any exclusive negotiating agreement, disposition and development agreement, ground lease, or any other agreement, or to accept any part of any Proposal, including, without limitation, a selected Proposal, or to pay any costs incurred in submission of any Proposal. Should this process result in an Exclusive Negotiating Agreement, the execution of such agreement does not constitute a contract, agreement or promise that such agreement will lead to a Disposition and Development Agreement or Ground Lease, or that HCIDLA will agree to build or have built any proposed project.

**Protest and Appeal Process**

HCIDLA will adhere to its Protest and Appeal Policy outlined below.

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, not the final scores.

2. **Letter of Appeals**

   Appeals shall be emailed to HCIDLA at hcidla.landdevelopment@lacity.org no later than five (5) business days of receiving notification of the results of the RFP. Proposers may file an appeal by submitting a written request and identifying the specific reason for the appeal to:
Written appeals may not be more than two (2) typewritten pages and shall request an appeals review be granted. Written appeals must include the following information:

- The name, email, address and telephone number of the proposer.
- The name/title of RFP to which the organization responded.
- 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.
Exclusive Negotiation Agreement

This AGREEMENT is made as of the Effective Date (defined in Section 14 below) by and between _____, (DEVELOPER) and the Los Angeles Housing and Community Investment Department (HCIDLA).

RECITALS

A. The City of Los Angeles currently owns the property consisting of ____ (__) parcels located near the intersection of _____ and _____ in the City of Los Angeles, as more particularly described on the legal description attached hereto as Exhibit “A” (“Site”) consisting of parcels at: 1) _____, Assessor Parcel Number: _____, containing approximately _____ square feet and 2) _____, Assessor Parcel Number _____, containing approximately _____ square feet.

B. The qualifications submitted by DEVELOPER best support the type of affordable housing development conceptually envisioned by the City of Los Angeles.

C. On _____ the Los Angeles City Council approved (Council File: _____) the selection of the DEVELOPER for the purpose of creating a full development plan for the project leading to negotiating the terms of a Development and Disposition Agreement (“DDA”).

D. Together, HCIDLA and the DEVELOPER (collectively referred to as “Parties”, or if referred to in the singular form “Party”) desire to negotiate exclusively for the development of the Project at the Site.

The Parties agree to negotiate exclusively and in good faith to enter into a DDA and/or a Ground Lease upon the following terms and conditions.

1. Agreement to Negotiate Exclusively: Good Faith Negotiations

HCIDLA agrees that, after competitive bidding and selection process outlined above, during the Negotiation Period (as defined in Section 2 below) and provided that DEVELOPER is not in default of its obligations under this Agreement (subject to reasonable notice and opportunity to cure such default), HCIDLA shall negotiate exclusively and in good faith with DEVELOPER, with respect to a DDA, property disposition such as a sale or Ground Lease to be entered into between HCIDLA and DEVELOPER concerning the rights and obligations of each respective Party concerning the development of the Site. During the negotiation period, HCIDLA shall not solicit or entertain offers or proposals from other third parties concerning the Site. DEVELOPER acknowledges, however, that HCIDLA may, from time to time, be contacted by other developers respecting the Site and that such contact is expressly permitted so long as HCIDLA does not initiate or further the contact and HCIDLA indicates to such other developers that HCIDLA has executed this Agreement with DEVELOPER and that HCIDLA is unable to: (1) discuss anything concerning the Project; (2) discuss anything concerning these negotiations; (3) entertain any other offer or proposals; or (4) negotiate with any other developer until this Agreement expires or is terminated, as provided in Section 2 below.
The Parties agree, in consideration of this Agreement, to negotiate in good faith with each other with respect to the terms and conditions as set forth in the RFP and the proposed project to be included in the DDA, property disposition such as a sale or Ground Lease and to cooperate in the preparation thereof. The Parties shall provide each other with any information regarding the Site or Project that may be reasonably requested by any other Party.

2. Period of Negotiation

The Parties agree to negotiate in good faith for a period of ___ [360 or 720] days from the Effective Date, as defined in Section 14 hereof (the “Negotiation Period”). If the Parties have not agreed upon the form of a draft DDA property disposition such as a sale or the Ground Lease to be delivered to The City Council and Mayor by such date, then this Agreement shall automatically terminate provided, however, that if prior to the expiration of the Negotiation Period, the Parties have not agreed upon the form of a draft DDA property disposition such as a sale or Ground Lease satisfactory to the Parties to be delivered to The City Council and Mayor, then the Parties may mutually agree to extend the term of this Agreement for an additional period of up to 90 days. If the Parties cannot agree upon such an extension, this Agreement shall automatically terminate.

The Negotiation Period may be extended only by written agreement between the Parties and HCIDLA shall have the right to thereafter develop or dispose of the Site as it shall determine appropriate in its sole and absolute discretion.

This Agreement may also be terminated if the Parties agree in writing that a successful consummation of the negotiations is impossible.

3. Test and Surveys

During the Negotiation Period, DEVELOPER shall conduct such tests, surveys, and other analyses as the DEVELOPER deems necessary to determine the feasibility of designing, constructing, leasing and financing the Project and shall complete such tests, surveys, and other analyses promptly within the Negotiation Period. For these purposes, HCIDLA shall provide to DEVELOPER, its agents and/or representatives, the right to enter onto the Site and to conduct such tests, surveys, and other procedures (“Tests”). DEVELOPER shall take all necessary effort to ensure that such Tests shall not unreasonably alter the condition of the Site, or other HCIDLA activities on the Site. DEVELOPER shall indemnify and hold harmless the City and its departments (HCIDLA), its Boards, Officers, agents, employees, assigns, and successors in interest from and against all suits and causes of action, claims, losses, demands and expenses, including but not limited to, reasonable attorney’s fees (both in house and outside counsel) and cost of litigation (including all actual litigation costs incurred by the City, including but not limited to, costs of experts and consultants), damages or liability of any nature whatsoever, for death or injury to any person, including DEVELOPER’s and any contractor’s and subcontractor’s employees and agents, or damage or destruction of any property of any property of the Parties hereto or of third parties, arising in any manner by reason of the negligent acts, errors, omissions or willful misconduct incident to any such entry on the Site by DEVELOPER, its agents or representatives, provided that such indemnity shall not relate to existing Site conditions that differ substantially from existing plans and drawings, and could not have been discovered by reasonable visual inspection or reasonable and typical non-intrusive tests prior to any intrusive testing. DEVELOPER shall present HCIDLA with evidence of a general liability insurance policy in an amount of at least $1 million, naming the City of Los Angeles as an additional insured. The insurance policy shall cover all liability and property damage arising from
DEVELOPER’s employees’ presence on the Site during Tests. Any destruction or alteration of site features or surfaces resulting from the tests shall be fully replaced at the full expense of the Developer within ten (10) business days.

4. Essential Terms

A. DDA. DEVELOPER’s rights and obligations shall be specifically set-forth in the DDA and shall include without limitation all of the following:

1) Project Description;
2) Scope of Development;
3) DEVELOPER Site Inspection rights;
4) The financial relationships between the parties
5) Method of land transfer and ownership rights over specific improvements that could include property disposition for sale or Ground Lease;
6) Scope and method of disposition for a sale or Ground Lease of property, depending on HCIDLA’s preferred method of disposition;
7) Design and construction of the Project, including HCIDLA review, approval, and inspection rights, and DEVELOPER assurances;
8) Deposits and Costs Reimbursements;
9) Schedules of Performance, including effect of change;
10) Restrictions on Transfers;
11) Covenants to enter into property disposition such as sale or Ground Lease and other required agreements;
12) Escrow provisions, including title, deliveries to escrow, conditions to close of escrow and delivery of Site, parts thereof;
13) Insurance and Indemnity;
14) Defaults, remedies and termination;
15) Encumbrances and rights of lenders;
16) Agreement on all other matters necessary to reach a full comprehensive agreement; and
17) Restrictions on use of Site.

B. Ground Lease. The Ground Lease shall include, without limitation, provisions relating to all of the following:

1) Demise of the premises, including conditions, exceptions, representations and warranties;
2) Term, including options and extensions, if any;
3) Payment for Ground Lease based generally on the structure proposed in the original RFP response, taxes and other charges (including appropriate security and bonds);
4) Restrictions on Transfers;
5) Encumbrances and rights of lenders;
6) Possessions, use, subleasing, operations, maintenance and compliance with laws;
7) Construction of improvements and operations, including HCIDLA inspection and approval rights, and environmental matters;
8) Insurance, indemnity, damage, destruction and eminent domain;
9) Default, cure, dispute, remedies;
10) Termination and surrender of Site; and
11) Administrative provisions.

5. Development Goals for Site

a) Coordinate with HCIDLA on the development and property disposition such as a sale or Ground Leasing of the Site.
b) Provide for rental housing opportunities to low income individuals, families and/or homeless.
c) Ensure that all uses on the Site are consistent with the local jurisdiction’s adopted land use plans.
d) Create a development which increases mobility, economic development (including job creation), and meets other community needs.
e) Design of a development that meets community needs and standards.

6. Topics for Negotiation

In addition, or as supplement to the Essential Terms, as described in Section 4, the topics for negotiation (to the extent of, and as limited by the terms of the Proposal) shall include, among other things:

a) Project assembly [e.g. re-subdivision of Site, maintaining current subdivision of Site, etc.];
b) Structure of the transaction [include, e.g. structure of property disposition such as a sale, Ground Lease (or leases), exchanges, easements, as applicable];
c) Method of calculating value and paying for property disposition such as a sale or Ground Lease based generally on the structure proposed in the original RFP response;
d) The terms of the proposed DDA, property disposition such as a sale or Ground Lease and other agreements as described in Section 4 above;
e) Availability of the Site to the DEVELOPER;
f) Proposed land uses and appropriate assurances regarding the continued use of the Project improvements for their original intent;
g) Site layout and conceptual architectural and urban design plans;
h) HCIDLA’s requirements upon DEVELOPER to ensure long-term affordability of rental units;
i) Permanent financing plan, including strategy as it relates to HCIDLA’s Managed Pipeline;
j) Aesthetic considerations;
k) Quality and type of construction;
l) DEVELOPER’s responsibility to obtain environmental clearances, entitlements, and project financing;
m) Terms of DEVELOPER’s construction financing and HCIDLA’s right to approve same; and
n) Project schedule and any other considerations necessary to fully implement the proposed Project in a timely fashion.

7. Deposit

Prior to and as a condition precedent to the execution of this Agreement by HCIDLA DEVELOPER shall submit to HCIDLA a good faith non-refundable project commitment deposit (“PROJECT COMMITMENT DEPOSIT”) in the amount of _____ in the form of cash or certified check to subsidize holding costs.
8. Broker’s Fees

The Parties represent and warrant to each other that no broker or finder has been engaged, or is in any way connected with the transactions contemplated by this Agreement. In the event any claim for brokers’ or finders’ fees is made in connection with the transaction contemplated by this Agreement, the Party upon whose statement, representation or agreement the claim is made shall indemnify, hold harmless and defend the other Parties from and against such claims.

9. Assignment

As a condition to any proposed assignment of this Agreement, DEVELOPER shall be required to make full disclosure to HCIDLA of the principals, officers, stockholders, partners, etc., and all other reasonable pertinent information concerning the assignee of DEVELOPER and its associates.

Except as to an assignment to an entity wholly controlled or wholly owned by DEVELOPER or a limited partnership in which DEVELOPER or an affiliate is a general partner, for which HCIDLA’s consent is not required, no assignment by DEVELOPER of its rights and obligations hereunder shall be made without the express written consent of HCIDLA, which consent shall be given or withheld at the sole discretion of HCIDLA. For purposes of this Agreement, an Affiliate of the Limited Partner means any investor or investment fund in which the general partner or managing member of the investor or investment fund, directly or indirectly controls, is controlled by or is under common control with the Limited Partner. Upon any permitted assignment by Developer of its rights and obligations hereunder, DEVELOPER and the permitted assignee shall execute a written assignment agreement and the succeeding entity shall be deemed DEVELOPER for all purposes under this Agreement. Notwithstanding anything which may be or appear to be herein to the contrary, no assignment hereof by DEVELOPER shall relieve DEVELOPER of its obligations under this Agreement unless specifically agreed to in writing by HCIDLA.

DEVELOPER shall along with any request for approval of any assignments hereof, deliver to HCIDLA the most recent financial statement and/or the financial statements of the assignee. HCIDLA understands and acknowledges the proprietary nature of said information and, to the extent permitted by law, agree not to disclose said information to any person or entity other than representatives of HCIDLA or their consultants, having a need to know.

HCIDLA shall not assess a fee for its approval or any assignment, except to the extent that it incurs direct third party expenses, consultant or legal fees related to approval of the assignment in which event the fee shall not exceed the total of the direct costs incurred by HCIDLA related to approval of the assignment.

10. HCIDLA Obligations

During the Term of this Agreement, HCIDLA shall deliver, within 15 days of receipt of written request thereof, any existing HCIDLA information, studies, reports, site and construction plans or other documents which DEVELOPER may reasonably request to facilitate the Project design without cost or expense to DEVELOPER. The Parties shall cooperate to ensure timely review and revision of any DEVELOPER documents or plans.
This Agreement is an agreement to enter into a period of exclusive negotiations according to the terms hereof. HCIDLA expressly reserves the right to decline to enter into a DDA property disposition such as a sale or a Ground Lease in the event the Parties fail to negotiate either agreement to the satisfaction of HCIDLA. Except as expressly provided in this Agreement, HCIDLA shall have no obligations or duties hereunder and no liability whatsoever in the event the Parties fail to timely execute a DDA as long as they negotiate exclusively in good faith and cooperate in the preparation of the DDA property disposition such as a sale or Ground Lease in accordance with Section 1 above.

Developer acknowledges and agrees that HCIDLA has not agreed to fund, subsidize or otherwise financially contribute in any manner toward the development of the Project other than those representations contained in the HCIDLA RFP.

By its execution of this Agreement, HCIDLA is not committing to or agreeing to undertake: (i) disposition of land to DEVELOPER; or (ii) any other acts or activities requiring the subsequent independent exercise of discretion by HCIDLA, other than their good faith obligation to negotiate exclusively with DEVELOPER as provided herein.

The Parties recognize that one or more of the conditions to DEVELOPER's proposal set forth herein may fail to be met as a result of subsequent studies, reviews and proceedings invoking the exercise of discretion by HCIDLA or any public agency having regulatory jurisdiction.

DEVELOPER shall bear all costs incurred as a result of compliance with the California Environmental Quality Act and the National Environmental Policy Act relating to Developer's joint development of the Project; including, but not limited to, preparation of an environmental report or any other required studies or documents.

11. Non-Liability of HCIDLA, Officials and Employees

Without limiting the provisions set forth herein, no member, official, representative, director, attorney, or employee of HCIDLA shall be personally liable to DEVELOPER or any successor in interest, in the event of any default or breach by HCIDLA or any obligations under the terms of this Agreement, or of any amount which may become due to DEVELOPER or to its successor under the terms of this Agreement.

12. Plans, Reports, Studies and Investigation

Upon written request by HCIDLA, DEVELOPER shall provide the requesting agency, without cost or expense to that agency and without representation or warranty, copies of all plans, reports, studies, or investigations (collectively, "Plan") prepared by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project. All Plans shall be prepared at DEVELOPER's sole cost and expense, and DEVELOPER agrees to indemnify, defend and hold harmless the City of Los Angeles, its departments (HCIDLA), and its members, representatives, employees, officials, directors, attorneys, successors and assigns (collectively, "Representatives") from losses, liability, claims, causes of action, injury or expense (collectively, "Loss and Liabilities") arising from or in any way related to the cost of preparation of such Plans. Unless the Parties execute a DDA, property disposition such as a sale, or a Ground Lease before the termination of the Agreement, the Parties agree that Plans provided to HCIDLA that have been prepared during the Term of the Agreement by or on behalf of DEVELOPER which the DEVELOPER owns or has the copyrights to with respect to the Site and the Project will be returned to Developer upon the termination of the Agreement.
13. Developer’s Responsibilities

Without limiting any other provision of this Agreement, during the period of negotiations hereunder, DEVELOPER, at its sole cost and expense, shall prepare and submit the following documents and perform the following acts all in furtherance of the negotiation process:

A. Submittals. HCIDLA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of HCIDLA to review and come to a clear understanding of the planning and design criteria required by these agencies.

DEVELOPER, within ____ [180 or 360] days after execution of this Agreement (subject to receipt of all plans and studies requested by DEVELOPER of HCIDLA pursuant to Section 10), shall submit to HCIDLA the following:

   a) Evidence of control or acquisition plan of any properties not owned by HCIDLA but considered essential to the Project (if applicable). Evidence shall be in the form of letters of intent from each of the owners stating commitment of land, economic terms and cost basis as well as a detailed action plan and schedule relating to the acquisition of the properties.

   b) Revised or updated Project design concept plan, including a site plan and sections as necessary to describe the proposed scope and schedule.

   c) Project development schedule including milestones for site control, financing commitments, design, environmental/entitlement, construction and completion.

   d) Financing plan/economic projection for the Project. The financing plan shall include a detailed statement of the overall estimated costs of construction and, to the extent it is then available: a) the source and availability of equity capital; and b) construction and long-term development financing. The economic projection shall estimate income to be derived from the Project, and operating costs and debt service shall include a pro forma statement of Project return adequate to enable HCIDLA to evaluate the economic feasibility of the proposed development of the Project. Prior to expiration of the Negotiation Period, DEVELOPER shall update the financing plan to include the source and availability of equity capital, construction and long-term financing if not previously included in the plan.

   e) Proposed term sheet for the property disposition such as a sale or Ground Lease. The proposal shall include without limitations

      1. Term, including any options,
      2. Rent amount based upon no less than fair-market value (base rent) additional rent based upon project performance and method of base rent adjustments (e.g. CPA adjustment periodic reappraisals, etc.);
      3. Recognition that HCIDLA will not subordinate its right to the base rent for the Site, but may subordinate the right to the additional Rent if required to do so;
      4. Recognition of costs, if any, incurred by or for the benefit of any party to achieve design objectives or construction interfaces;
      5. Description of any reciprocal access rights related to the common use areas; and
      6. The general terms upon which DEVELOPER may enter into subleases.
DEVELOPER shall submit to HCIDLA, within ___ [180 or 360] days after execution of this Agreement as indicated above, the following documents utilizing the software application provided by HCIDLA:

a) Project description including: (1) Site size; (2) Unit mix and unit sizes; (3) Gross building area; (4) Construction type; (5) Parking type and (6) Amenities;

b) Site plan including: (1) Unusual site conditions; (2) Current entitlements and (3) requested entitlements;

c) Development Team roles including: (1) Service provider and what services will be provided; (2) General contractor and (3) Property manager;

d) Pro forma including: (1) Breakout of development costs; (2) Tax Credit calculations including self-scoring and equity calculations; (3) Construction and permanent sources and uses; (4) Residential and commercial rents; (5) Breakout of operating expenses; (6) Underwriting assumptions for tax-exempt bonds; (7) Financing assumptions for funding sources and whether the sources are secured and (8) Cash flow analysis;

e) Project development schedule including: (1) Milestones for site control; (2) Financing commitments, (3) Design; (4) Environmental/Entitlements; (5) Construction and (6) Completion; and

f) Other documents as required by HCIDLA.

B. Design Review: HCIDLA and all agencies having regulatory jurisdiction will require planning and design approval for the Project. DEVELOPER shall meet with representatives of HCIDLA and City to review and come to clear understanding of the planning and design Criteria required by HCIDLA.

C. Cost Disclosure: To support negotiation of property disposition such as a sale or the Ground Lease, the DEVELOPER agrees to disclose to HCIDLA all costs and revenue projections for the proposed Project, including the terms under which the DEVELOPER has been able to obtain control of any other adjacent properties to be included in the Project.

D. Further Information: HCIDLA reserve the right at any time to request from DEVELOPER additional or updated information including data, and commitments to ascertain the depth of the DEVELOPER’s capacity and desire to lease and develop the Site expeditiously. HCIDLA will provide a reasonable time for DEVELOPER to submit to the respective agency such additional information.

14. Effective Date

The Agreement shall be deemed effective upon the date on which this Agreement is executed by all Parties, as evidenced by the date of the last signature on the signature pages hereto (the "Effective Date").

15. Entire Agreement

This Agreement represents the entire agreement of the Parties with respect to the matters set forth herein. This Agreement may not be amended except in writing signed by all the Parties hereunder.

16. Covenant Against Discrimination

DEVELOPER shall not discriminate against nor segregate any person, or group of persons on account of sex, race, color, age marital status, transgender status, religion, handicaps, creed, national origin or ancestry in the sale, lease, sublease, transfer, use, occupancy, tenure, or enjoyment of the Site, nor shall the DEVELOPER establish or permit any such practice
or practices of discrimination or segregation in the selection, location, number, use or occupancy of tenants, lessees, subtenants, subleases or vendees of the Site.

17. Notices

All notices required or permitted hereunder shall be delivered in person, by overnight courier, or by registered or certified mail, postage prepaid, return receipt requested to such party at its address shown below, or to any other place designated in writing by such Party.

DEVELOPER:

_____________________________

HCIDLA:

City of Los Angeles Housing and Community Investment Department

1200 W. 7th Street, 9th Floor

Los Angeles, CA 90017

Attention: Ann Sewill, General Manager

Any such notice shall be deemed received upon delivery, if delivered personally or by FAX or email, (1) the next business day after delivery by a courier, if delivered by courier, and three (3) days after deposit into the United States Mail, if delivered by registered or certified mail.
IN WITNESS WHEREOF, HCIDLA AND DEVELOPER have signed this Agreement as of the dates set forth below.

HCIDLA
City of Los Angeles Housing and Community Investment Department

By: ___________________________ Date: __________
SEAN L. SPEAR
Assistant General Manager

Approved as to form:

MICHAEL N. FEUER
City Attorney

By: ___________________________ Date: __________

DEVELOPER

By: ___________________________ Date: __________
NAME
Title

By: ___________________________ Date: __________
NAME
Title
PERMIT TO ENTER TO VIEW AND INSPECT AND RELEASE OF LIABILITY

This Permit to Enter and Release of Liability (the "Permit"), is hereby granted to _________________________________ (Agency Name), its members, agents, employees and contractors (hereinafter collectively referred to as "Permittee") by the City of Los Angeles, acting by and through its Los Angeles Housing and Community Investment Department, ("HCIDLA"), to enter ____________________________________________ (Property Address), for the purpose of viewing and inspecting the interior and exterior of the Property at Permittee’s sole cost, expense and risk. Permittee acknowledges and agrees that it has no current or future rights to title, possession or use of the Property except for the right to enter the property in accordance with the terms and conditions of this Permit. The City shall retain in their sole and absolute discretion its right to use or dispose of the Property.

This Permit is effective from ___ a.m. to ___ p.m. on ______, 2020.

In consideration of this Permit, it is understood and agreed as follows:

1. That Permittee will not suffer or permit any dangerous condition to be created, exist, or continue on the above premises.

2. That all acts and things done by Permittee on the above Property will be done in a careful and reasonable manner.

3. That signing of this Permit shall be considered acknowledgment that prior to entry or use of the Property, Permittee has made a thorough investigation of the same and Permittee is fully aware of all conditions thereon.

4. That Permittee enters the Property entirely at its own risk, and that Permittee acknowledges that neither the City nor any of their officers, employees, agents, or contractors have made any warranty or representation to Permittee that the Property is safe or fit for any particular use or purpose.

5. That Permittee will perform the viewing and inspection, at its sole risk, cost and expense, and acknowledges that the City will not pay for any labor or materials associated with Permittee’s viewing of the Property.

6. That upon expiration of this Permit, Permittee will remove at its sole expense any and all of Permittee’s personal property and restore any damage to the Property which may have been caused as a result of Permittee’s use of or entry onto the Property.

7. That Permittee agrees not to assign any rights or responsibilities in whole or in part under this Permit without the written consent of the City and that any such attempted assignment of its rights under this Permit without prior written consent of the City shall be invalid and void.

8. That Permittee hereby agrees to comply with all required federal, State, County and local laws and regulations relating to the use of the Property, as described herein, and that any and all costs incurred in such compliance shall be
at its sole expense with no liability or costs for such compliance accruing to the City or to any of their officers, employees, agents or contractors.

Agreed to this ___ Day of ___________2020:

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature

_________________________  ___________________________  ___________________________
Print Name                Print Title                      Signature
EXHIBIT G: SELF CERTIFICATION

TO: Los Angeles Housing + Community Investment Department

1200 West 7th Street, 8th Floor

Los Angeles, CA 90017

Attention: Rick Tonthat

Name of Signatory: _______________________

Company:  _______________________

Address:  _______________________

Email:   _______________________

Phone:   _______________________

I, [print name] ________________________, certify that none of the below apply to myself or any member of my team.

a. Out-of-compliance with HCID business practices;
b. Removal or involuntary exit of the developer, or any of its principals, from an ownership position in any publicly-funded residential, commercial or industrial project;
c. Arson conviction or pending case;
d. Harassment conviction or pending case;
e. City, state, federal or private mortgage foreclosure proceedings or arrears;
f. In remedial foreclosure; sale of tax lien or substantial tax arrears;
g. Defaults under any federal, state or City-sponsored program(s);
h. Federal Debarment - debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded by any Federal department or agency from doing business with the Federal Government;
i. A record of substantial building code violations or litigation against properties owned and/or managed by the developer or by any entity or individual that comprises the developer;
j. Past or pending voluntary or involuntary bankruptcy proceedings;
k. In litigation with the City of Los Angeles; or
l. Conviction for fraud, bribery or grand larceny.
m. The total of all development and/or rehabilitation projects, either under way or in predevelopment, must be achievable within Developers’ existing financial and administrative capacity and experience.
n. Developers must have the capacity to begin and complete construction in a timely manner.