



**HOUSING AUTHORITY
OF
THE CITY OF LOS ANGELES**

**2600 Wilshire Blvd.
Los Angeles, CA 90057**

**PROPERTY MANAGEMENT SERVICES FOR
ASSET MANAGEMENT PORTFOLIO**

IMPORTANT DATES

Issue Date:	3/10/2026	
Last Date for Written Questions:	3/20/2026	11:00 a.m.
Deadline for Submission:	4/8/2026	11:00 a.m.



Build HOPE: Investing in People and Place

March 10, 2026

SUBJECT: PROPERTY MANAGEMENT SERVICES FOR ASSET MANAGEMENT PROPERTIES

Interested Parties:

The Housing Authority of the City of Los Angeles' ("HACLA") is seeking proposals from qualified and experienced firms to provide property management services for Asset Management properties ("Services").

The scope of services and instructions for preparing proposals are contained in the Request for Proposal (RFP), which is available on the Regional Alliance Marketplace for Procurement ("RAMP") website at www.rampla.org, a service provided by the City of Los Angeles and the Los Angeles Business Council. RAMP access requires registration, which is free. **If you do not register at: www.rampla.org, you will not receive notification of any Addenda that may be issued for this solicitation.**

An optional pre-proposal conference will **not** be conducted for this RFP. Proposals must be received at: 2600 Wilshire Blvd., Los Angeles, CA 90057 no later than **11:00 a.m. Pacific Standard Time on April 8, 2026**. Proposals may be hand delivered by contacting the Contract Administrator listed below, who will coordinate the delivery with building security. Proposals may also be delivered by private express delivery service (UPS, FedEx, OnTrac, FastTrak or any other commercial carrier with real-time tracking and delivery) or the U.S. Postal Service.

If you have questions concerning this solicitation, please contact **Swan Lam**, Contract Administration Manager at: Swan.Lam@hacla.org. Your interest and participation are greatly appreciated.

Sincerely,

Signed by:

A4D530D0FD904FA...

Suket Dayal,
Chief Administrative Officer

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES

**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS**

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**HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
REQUEST FOR PROPOSALS****I. INTRODUCTION****A. Profile**

HACLA was established in 1938 by City of Los Angeles Resolution No. 1241 and has since grown to become one of the nation's largest and leading public housing authorities, providing the largest supply of quality affordable housing to residents of the City of Los Angeles. HACLA currently owns and manages a citywide portfolio of 9,405 housing units, administers monthly housing assistance payments for more than 58,000 families, and provides a wide range of programs and services.

HACLA's funds are derived from five main sources: HUD's annual operating subsidy, HUD's annual public housing Capital Fund, Section 8 rental subsidies, rents from HACLA's public housing units, and other public (federal and non-federal) and private sources. HACLA's annual budget exceeds \$1 billion.

B. Purpose

The Housing Authority of the City of Los Angeles ("HACLA") issues this Request for Proposals ("RFP") to procure Property Management Services for Asset Management Portfolio to be provided as described more fully in the Scope of Services attached hereto as Exhibit A and incorporated herein by this reference ("Services"). These Services are being procured using the procedures for competitive proposals authorized by HACLA's Procurement Policy.

HACLA intends to seat a panel of qualified providers ("Service Providers"), each operating under one-year contracts with four one-year options, for a total contracting period of up to five years. Service Providers will be selected based on best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP. The number of Service Providers selected will be determined based on the quality of the proposals and HACLA's business needs.

II. GENERAL INFORMATION**A. Contract Administrator**

The Contract Administrator for this Request for Proposals (“RFP”) is. Questions concerning this RFP may be directed to Swan Lam, via email at: Swan.Lam@hacla.org.

No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or HACLA staff after issuance of the RFP, except for the Contract Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contract Administrator.

B. General Qualifications

Providers are expected to have demonstrated experience, expertise and resources to provide Services. Proposals will be evaluated based on the factors set forth in Part III below.

C. General Instructions**1. Minimum Acceptance Period**

“Acceptance period” as used in this provision means the number of calendar days available to HACLA to award a contract, which is calculated commencing upon the day the proposal is due. HACLA requires a minimum acceptance period of a period of 120 days. Any proposal allowing less than HACLA’s minimum acceptance period will be rejected.

2. Submission of Written Questions

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Swan Lam, Contract Administrator, at Swan.Lam@hacla.org no later than **11 a.m. on March 20, 2026**. HACLA is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. HACLA will only respond to questions that are relevant to the RFP and will result in greater clarity for all providers.

3. RFP Addenda

If it becomes necessary for HACLA to revise any part of this RFP, or to answer questions or provide clarification or additional information after this RFP is released, a written addendum will be posted to RAMP at www.rampla.org. As previously indicated, access to RAMP requires registration, which is free.

If addenda are issued, provider transmittal letters must include a statement acknowledging receipt of the addenda.

All addenda issued become part of this RFP. Providers may ascertain whether any addenda have issued by reviewing this RFP listing at www.rampla.org. It is the responsibility of providers to determine whether any addenda have been issued.

4. Submittal Instructions

Proposals must be received at HACLA's business office at 2600 Wilshire Boulevard, Los Angeles no later than **11:00 a.m. PST on April 8, 2026**.

All proposals shall be enclosed in a sealed package marked with the words **"Proposal Responding to RFP No. HA-2026-9-NF Property Management Services; Do Not Open Until 11:00 a.m. on April 8, 2026."**

Please submit one readable CD-ROM disk or USB flash drive of the proposal. Providers are responsible for ensuring disks or drives are readable. HACLA, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.

Proposals may be hand delivered at 2600 Wilshire Boulevard (**entrance is through the building's subterranean parking structure accessible from Rampart Blvd**). Please contact the Contract Administrator identified herein, who will coordinate the receipt of the proposal. Please note HACLA does not provide parking. Limited street and private parking are available within a few minutes' walk of the parking structure entrance.

5. Receipt of Proposals

Proposals will be accepted until the submission deadline identified above. Proposals received by mail will be stamped with the date and time when HACLA mail is generally opened. Proposals that are hand delivered by proposers and couriers will be stamped with the date and time received by the Receptionist posted in the lobby of HACLA's General Business Office.

HACLA will not be responsible for, nor accept as a valid excuse for late bid delivery, any delay in mail service or other delivery method. **HACLA does not accept the submittal of proposals through email or other electronic methods.**

6. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to HACLA; (iii) negotiating with HACLA any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting

from this RFP. HACLA will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.

7. Subcontracting

Providers are required to identify all proposed subcontractors on the List of Subcontractors attached hereto as Exhibit E.

8. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit HACLA to award a contract. HACLA expressly reserves the right to postpone proposal opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to waive any irregularities or informalities in the offers received, to negotiate with providers, or to cancel all or part of this RFP.

9. Joint Offers Not Accepted

Where two or more providers desire to submit a single proposal in response to this RFP, they should do so on a prime-subcontractor basis rather than as a joint venture or informal team. HACLA intends to contract with a single business and not with multiple providers doing business as a joint venture.

10. Proposed Contract

The Service Providers selected for contract award through this RFP will be required to enter into a written contract with HACLA. The contract attached hereto as Exhibit H is the agreement proposed for execution (the "Proposed Contract"). The Proposed Contract will be modified to incorporate the necessary elements of the successful contractor's proposal, including provider's offer or the outcome of contract negotiations, if any, and to incorporate other pertinent contract terms and conditions including those required to comply with applicable Federal and/or State laws and regulations.

Any exceptions or deviations from the requirements set forth in the Proposed Contract must be declared in the proposal at the time of submittal. Such exceptions or deviations must be segregated as a separate element of the proposal under the heading "Exceptions and Deviations."

11. Protests

Protests must be in writing and delivered electronically (i.e., via email) or by mail to the attention of the Contract Administrator in accordance with HACLA's Procedures for

Competitive Solicitation Protests (“Protest Procedures”). The Protest Procedures may be reviewed at www.hacla.org/forms.

12. Notice Regarding Disclosure of Proposal Contents

All proposals received by HACLA will become the property of HACLA and be considered "public records" as defined by Government Code section 7920.530(a) of the California Public Records Act (Government Code section 7920 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Service Provider Responsibility Questionnaire, which is marked as "Confidential." HACLA's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

13. Insurance Requirements

The insurance coverages and amounts required for these Services are:

Workers' Compensation (statutory) / Employer's Liability (HACLA as a certificate holder and no exclusions for lead or asbestos)	\$1,000,000
Commercial General Liability (HACLA as an additional insured) (X) Premises and Operations (X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract (X) Independent Contractors (X) Products/Completed Operations (X) Property Damage Incl. Completed Operations (X) Fire Legal Liability	\$1,000,000
Automobile Liability (Evidence of insurance in the form of ACORD listing HACLA as a certificate holder) (X) Owned Automobiles (X) Non-Owned/Hired Automobiles	\$500,000

The following additional coverages apply only if marked as applicable:

Errors and Omissions (Professional Liability)(HACLA as a certificate holder)	\$1,000,000
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Incidences involving cybersecurity under either a General Liability policy or a separate cybersecurity policy (HACLA as an additional insured)	\$1,000,000
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A. Additional requirements concerning insurance coverages are set forth in the Contractual Requirements for Insurance, which may be viewed at HACLA’s Forms, Documents and Policies page at www.hacla.org/forms. The Service Provider awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

B. Additional Insured Status. HACLA, its Board of Commissioners, officers, employees, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations are to be covered as additional insureds for the Commercial General Liability coverage, Automobile Liability coverage, and Cybersecurity coverage with respect to liability arising out of the Work or operations performed by Contractor with levels of coverage no less than the coverage provided to Contractor. Wherever Contractor is required to name HACLA as an additional insured and/or certificate holder, the following information shall be included on the policy:

**Housing Authority of the City of Los Angeles
 Attn: Risk Management
 2600 Wilshire Blvd.,
 Los Angeles, CA 90057**

14. Vendor Registration

All providers submitting proposals shall complete vendor registration on Oracle iSupplier at www.hacla.org/becomeavendor. Providers who are already registered vendors shall review and update their accounts for accuracy at iSupplier.

15. Workforce Profile

All providers submitting proposals shall submit a completed Contractor Workforce Profile (Exhibit F), which provides information concerning the race and ethnic designations of each permanent, full-time (eight hours or more per day) employee employed by the business. The race and ethnic designations are those used by the Equal Employment Opportunity Commission.

16. Information About Other Procurement Opportunities

You can obtain information about other procurement opportunities by visiting HACLA’s website at www.hacla.org/en/contracts-and-procurement/open-solicitations, and by accessing the Regional Alliance Marketplace for Procurement (“RAMP”), a service provided by

the City of Los Angeles and the Los Angeles Business Council at www.rampla.org. RAMP access requires registration, which is free.

17. Procurement Policy

All procurement activities of HACLA are conducted in accordance with HACLA's Procurement Policy, applicable state and federal laws and regulations, including 2 CFR at Part 200, particularly sections 200.318 through 200.326 (procurement standards), all as may be amended from time to time. HACLA's Procurement Policy may be viewed at HACLA's Forms, Documents and Policies page at www.hacla.org/forms.

18. City Minimum Wage Ordinance

Service Providers are advised that employees working at least 2 hours in a particular week within the City of Los Angeles are entitled to payment of the applicable minimum wage under the City of Los Angeles Minimum Wage Ordinance ("MWO"). As of July 1, 2025, the base minimum wage for all employers regardless of the number of employees is \$17.87 per hour. Some businesses are eligible for exemption or deferral. HACLA expects its Service Providers to consider the cost of compliance in their proposed pricing. Service Providers are responsible for determining the extent to which the MWO is applicable, and for remaining well-informed of any changes to the MWO that may affect employee compensation. For more information on the MWO, visit <https://wagesla.lacity.org/>.

19. Confidentiality

All providers are encouraged to review the Confidentiality provisions included in the Contract, which imposes upon the contracting Service Provider standards of care for the protection of confidential information.

III. PROPOSAL FORMAT AND CONTENT**A. Presentation**

Proposals should be submitted in electronic form (8-1/2" x 11" page size format). Proposals should not include any unnecessarily elaborate or promotional material. See the Submittal Instructions in the prior section for other presentation requirements.

B. Proposal Content**1. Transmittal Letter/Introduction**

A letter of transmittal or introduction addressed to the Contract Administrator and signed by a person authorized to bind the business to the terms of the proposal must accompany the proposal. The letter must, at a minimum, contain the following:

(a) The name of the business, and its mailing address and telephone number;

(b) The name, title and contact information (email address and telephone number) for the provider's primary contact person;

(c) A statement to the effect that the proposal will remain valid for a period of not less than 120 days from the due date for proposals (see Minimum Acceptance Period above);

(d) A statement that the business is not debarred, suspended or otherwise declared ineligible to contract by any federal, state or local public agency; and

(e) If applicable, a statement acknowledging receipt of any addenda issued for this RFP.

2. Table of Contents

Proposals must include a complete table of contents for material included in the proposal. The Table of Contents should appear immediately following the Transmittal Letter/Introduction.

3. Qualifications (20 Points Max)

Overview: HACLA awards Contracts only to responsible prospective Service Providers who are qualified to perform the Contract and are in good standing with HACLA, and where required, in good standing with the California Secretary of State's Office. A responsible

Service Provider is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them; and (vii) has the necessary production, construction, and technical equipment and facilities, or the ability to obtain them. Service Provider responsibility is evaluated by examination of a variety of resources, including but not limited to Service Provider's proposal, responses to the Service Provider Responsibility Questionnaire attached as Exhibit C and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on HACLA contracts.

Please furnish the following information regarding the business:

(a) Identify the number and location of offices, principal lines of business, number of employees, and days/hours of operation. Disclose any conditions (e.g., pending litigation or settlements, planned office closures, impending merger, etc.) that may affect the business's ability to perform under the Contract.

(b) Describe the business's most noteworthy qualifications for providing the required services to HACLA. Describe previous experience performing work that is similar in nature and scope to the subject Services, including previous or ongoing work performed for HACLA or other public agencies. Specifically highlight qualifications that distinguish the business from other businesses that provide similar services.

(c) Provide references from at least 3 relevant business clients (preferably other public housing authorities and other public agencies) to which the business is currently providing services. Include agency and/or company names, beginning/ending dates of contracts, and names, titles and telephone numbers of individuals that HACLA can contact as references and portfolio size (number of properties and number of units) managed for the client.

The Qualifications information should be attached behind the Table of Contents tab.

4. **Proposed Staffing (25 Points Max)**

Overview: Contractor must make the effort to have site staff composition reflect the community it serves. Contractor shall hire staff with at least the minimum experience requirements prior to working at the HACLA portfolio.

-
- (a) Property Level Manager (20 – 39 units)
 - (1) 3 years' experience in property management, with at least 2 years as a property manager
 - (2) Experience with any affordable program preferred
 - (3) ARM or other similar designation a plus

 - (b) Property Level Manager (40+ units)
 - (1) 5 years' experience in property management, with at least 3 years as a Property Manager
 - (2) Experience with affordable programs strongly preferred
ARM or other similar designation preferred
 - (3) For Transitional housing, experience with homeless or similar population

 - (c) Regional Level Manager/Area Supervisor
 - (1) 8 years' experience in property management with progressive responsibilities and at least 5 of those years as a Property Manager of at least 100 units
 - (2) 3 years' experience with Affordable programs
 - (3) 3 years' experience in a supervisory position (with direct reports)
 - (4) 5 years' experience at the portfolio of multi-property level
 - (5) Certified Property Manager ("CPM") or other similar designation preferred

 - (d) Resident Services Coordinator (as required)
 - (1) Bachelor's degree in business or public Administration, Psychology, Sociology or related field
 - (2) 3 years of increasingly responsible experience in community or social services delivery, providing assistance to a vulnerable population such as the elderly and people with disabilities, in any of the following fields: public and/or affordable housing, social welfare, public health, employment service, counseling, vocational guidance, or a related field – OR- an equivalent combination of education, training and experience
 - (3) Working knowledge, training, and experience of local services for the elderly and people with disabilities preferred

 - (e) Regional Level Maintenance/Maintenance Supervisor
 - (1) 8 years' experience working in maintenance, construction, or related field with progressive responsibilities
 - (2) 5 years' experience at the portfolio or multi-property level
 - (3) 4 years' supervisory or oversight experience

- (4) Maintenance lead experience with different types of inspections
- (5) Experience with multiple building systems
- (6) 5 years' experience in the residential or commercial sector

Furnish the following information for the business:

(a) Identify the Key Personnel within the business who would be assigned to provide Services to HACLA. Furnish (as part of the Appendices) brief resumes (not more than two pages long) for each such person, and, if the business has multiple locations, identify his/her primary assigned location.

(b) Designate a Project Manager/Account Manager who would provide day-to-day direction of the contracted Services and become HACLA's primary contact person.

The Proposed Staffing information should be attached behind the Qualifications tab.

5. **Work Plan/Technical Approach/ Methodology (25 Points Max)**

Overview: This section establishes the provider's understanding of HACLA's objectives and requirements, demonstrates the provider's ability to meet those requirements, and outlines, clearly and concisely, provider's plan for accomplishing the specified work.

Furnish the following information for both the provider and any subcontractors included in the offer:

(a) Describe, as succinctly as possible, how the business would accomplish the subject Services and satisfy HACLA's objectives described in this RFP. If appropriate, divide the project into segments or tasks to represent milestones for measuring progress.

(b) Describe the information, documents, staff assistance, facilities or other resources the business would require from HACLA to complete the project and declare any other critical assumptions upon which the proposal is based.

(c) Furnish a schedule projecting the completion of the required work. Express elapsed time in terms of weeks. Cover the entire project period (from the start of the Services through project completion) and include the attainment of each milestone or completion of each task.

6. Price (20 Points Max)

Overview: This section discloses provider's price(s) to perform the Services as well as its price(s) for additional Services, and conditions that may result in an increase in prices during the contract term. All prices quoted must be fully burdened (i.e., direct labor + overhead + profit) and all-inclusive of all items, services and costs that the provider needs to complete the Services (e.g., tools, equipment, materials, insurance, licensing, bonding, etc.). Quoted prices will be evaluated to determine whether they are necessary and reasonable for the conduct of the proposed contract, reflect a clear understanding of the requirements, and are consistent with the methods of performance described in the proposal.

(a) Using the Proposal Price form attached as Exhibit B, provide a detailed fee schedule for completing the tasks described in the Work Plan/Technical Approach/Methodology section of the proposal.

(b) Using the Proposal Price form, furnish a schedule of rates for additional services (i.e., work determined by HACLA to be necessary for the proper completion of the Services, but which is not included in the Scope of Services).

(c) Using the Proposal Price form, declare any conditions that may result in an increase in prices during the contract term.

Reimbursed Costs: The Proposal Price form identifies certain expenses that may be reasonably and necessarily incurred in the performance of the Services. The Contract provides that reimbursable expenses shall be billed at actual net cost, without any "mark ups" or surcharges and must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure).

7. HUD Act of 1968 (Section 3) Applicability and Compliance (10 Points Max)

Overview: Section 3 of the Housing and Urban Development Act of 1968¹ ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

The procurement that is the subject of this solicitation ("project") is subject to compliance with HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3.

¹ Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

Participating firms must complete and submit with their proposals the Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms included at Exhibit G. ***Subcontractors employed on the project must also complete these Section 3 forms, if feasible, and those completed forms must be included with your proposal. Failure to complete all information and/or submit all pages of the EOP may result in a finding that your proposal is non-responsive.*** Contract awardees will be required to provide reports documenting the firm's efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers, contracting/subcontracting with Section 3 Business Concerns and meeting the labor hour benchmarks. A copy of the firm's completed Section 3 package and commitments will be included in the contract.

8. Reserved

9. Exceptions and Deviations

This portion of the proposal may be utilized by Providers to declare and thoroughly explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including any exceptions or deviations from the terms and conditions contained in the Proposed Contract.

10. Appendices

The Appendices portion of the proposal should contain all of the following:

- (a) Resumes for all Key Personnel identified in the Proposed Staffing section.
- (b) Proof of insurance. See Insurance Requirements section above for coverage details.
- (c) Any additional information the provider deems essential to a proper evaluation of the proposal, which is not included in any of the foregoing sections. Providers are cautioned, however, that this does not constitute an invitation to submit large amounts of extraneous material. Appendices should be relevant and brief.

IV. PROPOSAL EVALUATION AND CONTRACT AWARD**A. Evaluation Panel**

An Evaluation Panel with expertise on the subject matter will be responsible for reviewing, analyzing and evaluating proposals received and may also conduct contract negotiations with the highest rated provider(s) and perform other tasks related to this RFP. The Panel is responsible for recommending to the Board of Commissioners the providers whose proposals are the most advantageous to HACLA, with price and other factors considered. Panelists serve without compensation.

B. Evaluation Criteria

By use of numerical and narrative scoring techniques, proposals will be evaluated by the Evaluation Panel against the evaluation criterion included herein:

1. Qualifications **(20 pts)**
2. Proposed Staffing **(25 pts)**
3. Work Plan/Technical Approach/ Methodology **(25 pts)**
4. Price (based on all Billing Rates) **(20 pts)**
5. Section 3 **(10 pts)**

Upon selection of the most qualified providers, HACLA may require the finalists to make an oral presentation to the Evaluation Panel to further explain their proposals. If such interviews are conducted, HACLA's appraisals of the presentations will also be factored into the final scores assigned the proposals. However, providers are advised that award may be made without interviews or further discussion.

C. Negotiations

Negotiations are exchanges between HACLA and providers that are undertaken with the intent of allowing providers whose proposals have a reasonable chance of being selected for award to revise and/or clarify their proposals. Negotiations are generally conducted as panel interviews. Negotiations will be conducted unless the Evaluation Panel is able to identify the proposal (or proposals if multiple proposals will be selected) that offers the best value to HACLA based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

If negotiations are conducted, the scope and extent of those negotiations are a matter of HACLA's judgment. During negotiations, providers will be treated fairly and equally. No provider will be given any information about any other provider's proposal, and no provider will be assisted in bringing its proposal up to the level of any other proposal.

HACLA will invite all providers in the competitive range to make any changes they wish in their technical proposal and pricing and submit their best and final offers (“BAFOs”). BAFOs will be evaluated in essentially the same manner as the initial offers. At his/her discretion, the Contracting Officer may have the entire Evaluation Panel or only a subset of the Panel evaluate the BAFOs. In either case, the Contracting Officer will ensure that a full evaluation is conducted sufficient to support the award decision that is most advantageous to HACLA based upon the cost or price and other factors specified in this RFP. A common deadline will be established for the receipt of BAFOs.

BAFOs are usually requested only once in a procurement. However, in exceptional circumstances, the Contracting Officer may determine that it is in HACLA’s best interest to conduct another round of negotiations and request a second BAFO. In such cases, the Evaluation Panel may also re-determine the competitive range based upon the BAFOs. In that case, only those providers remaining in the competitive range will be asked to submit an additional BAFO.

D. Contract Award

HACLA intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified providers based on Best Value, which is generally defined by HACLA’s Procurement Policy as offering the most advantageous value to HACLA. Contracts valued in excess of \$350,000 are required to be approved by HACLA’s Board of Commissioners at a noticed, public meeting.

V. EXHIBITS LIST

The exhibits listed below are attached and are incorporated herein by this reference. Exhibits marked in **bold** with a bracket ([]) must be submitted with the proposal, if applicable.

- A Scope of Services
Attachment: Portfolio
- [B] Proposal Price/Cost Form**
- [C] Service Provider Responsibility Questionnaire**
- [D] Reserved**
- [E] List of Subcontractors** (*submit only if subcontractors will be utilized*)
- [F] Workforce Profile**
- [G] Section 3 Economic Opportunity Plan (EOP) and Section 3 Business Concern Self-Certification forms**
- H Proposed Contract (in draft form)

Exhibit A**SCOPE OF SERVICES
FIRMS MUST SUBMIT A PROPOSAL FOR ALL PROPERTIES****PLEASE NOTE: SPLITTING/PORIONING THE PROPERTIES WITHIN THE PROPERTY GROUPS IS NOT PERMITTED**

“Contractor” as used herein refers to “Service Provider.”

I. GENERAL REQUIREMENTS

The Service Provider shall provide full service, day-to-day property management services at the properties (“Properties”) identified in Attachment 1 to Exhibit A: Asset Management Portfolio. HACLA reserves the right to add additional units to the Properties. The Contract Price will include compensation for these additional units.

The properties range from new construction or newly renovated to properties that were built approximately 35-60 years ago. The properties include housing units for the elderly and persons with disabilities, low-income individuals and families and market rate with affordable restrictions.

Many of the properties have annual reporting requirements to one or more of the following entities: U.S. Department of Housing and Urban Development (HUD), the State Housing and Community Development department (HCD), the Los Angeles Housing Department (LAHD), Urban Futures Incorporated, and lenders such as Chase and Union Banks.

II. GOVERNING DOCUMENTS AND AUTHORITIES

The management of the Properties shall be carried out under the direct supervision of the Service Provider at the project site and in compliance with all applicable laws and regulations (including specifically, but without limitation, laws and regulations cited below) and the documents identified below.

- A. United States Housing Act of 1937, as amended from time to time, or any successor legislation (the "Act").
- B. The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109.
- C. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1.

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- D. Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146.
- E. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36.
- F. California Fair Employment and Housing Act (FEHA) Government Code 12900 et seq, The Unruh Civil Rights Act and Ralph Civil Rights Act, Civil Code 51.
- G. Section 42 of the Internal Revenue Service Tax Code.
- H. Section 103 of the Internal Revenue Service Tax Code, as applicable to the Properties as a consequence of the issuance of tax-exempt bonds by HACLA.
- I. Section 50675.1.1 to the Health and Safety Code (HSC), Funds appropriated in 2020 Budget Act, including money received from the Coronavirus Relief Fund and Economic Security (Cares) Act.
- J. Sections 1720 et seq. of the Public Contract Code and Title 8 of the California Code of Regulations at sections 16000-16403 related to the payment of prevailing wages and registration requirements for public works projects.

III. MANAGEMENT GOALS

- A. The Service Provider shall provide a desirable, well maintained, habitable, and affordable place to live for an economically, racially and ethnically integrated resident population, without regard to race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation; and
- B. The Service Provider shall house financially eligible, suitable and responsible residents and maximize occupancy and rent collection through utilization of a consistent and fair leasing strategy; and
- C. The Service Provider shall provide effective and timely services to the residents and keep accurate and complete records in accordance with the reporting needs of HACLA (as outlined in Section V. below) and any other applicable agencies reporting; and
- D. The Service Provider shall maintain effective working relationships with HACLA, the Supportive Services providers, HACLA's vendors who provide services and/or supplies to the Properties, local government including, but not limited to the police department, Council Offices, the Mayor's Office and the Properties' lenders and investors; and

E. The Service Provider shall coordinate with HACLA as it relates to other HACLA contractors who provide services and/or supplies to the Properties, including, among other things, security services, pest control services, and any and all other services and/or supplies. As the Service Provider is responsible for the day-to-day operations at the Properties, it is incumbent upon the Service Provider to ensure that the other HACLA contractors who are supplying services and/or supplies to the Properties are acting in accordance with the relevant Scopes of Work, codes and regulations, and budgets. The Service Provider shall keep HACLA apprised of any and all developments as it relates to other HACLA contractors providing services and/or supplies to the Properties.

F. Barring unforeseen circumstances, the Service Provider shall respond to all communications and requests from HACLA in a timely manner and shall, at very least, acknowledge receipt of communications or requests within three business days of receipt or within the timeframe specified in HACLA's request.

IV. MANAGEMENT STANDARDS AND PLANS

A. The Service Provider shall: 1) furnish the services of its organization with the highest degree of professionalism and management practices, similar to those prescribed by the Institute of Real Estate Management (IREM), 2) maximize economic returns for HACLA that are consistent with private properties management practices, and 3) adhere to all applicable rules and regulations of the State of California and the City of Los Angeles.

B. The Service Provider shall operate and maintain the Properties as affordable apartment complexes on a standard equal to other apartment complexes with comparable facilities and amenities within the surrounding community.

C. The Service Provider shall manage the Properties in a strategic and data-driven manner which shall include the development and tracking of metrics or benchmarks in order to ensure positive performance of the Properties. To further ensure consistency in administration and clear understanding of management expectations, the Service Provider shall submit to HACLA for final approval, an electronic copy of its Comprehensive Management Plan covering each property, or for every type of property (i.e. market rate, project based voucher, etc.) it is charged with managing (the "Management Plan") within sixty (60) calendar days of the commencement date of the contract. Management Plans shall be updated, for each property or property type, at least annually thereafter. The Management Plan shall demonstrate or address the following elements:

1. Maintenance, marketing, utilization, and economic development of the Properties. The Management Plan shall include the Contractor's recommendations for achieving maximum economic return on the Properties. All policies or actions recommended in the Management Plan are subject to approval by HACLA **prior** to implementation and shall be reviewed on an ongoing basis at HACLA's discretion to ensure best practices

are being captured and utilized for continuous performance improvement. At a minimum, the Management Plan shall include all the following:

- a. Financial and demographic analysis of each property's neighborhoods;
- b. Rental rate schedule unit marketing plan;
- c. Resident eligibility/selection criteria for each property (must include clear process for review and consideration, including any program specific criteria, and maximization of affordability, as applicable);
- d. Annual Operating budget that includes a capital expenditure plan;
- e. Security operations procedures and emergency protocols;
- f. Provision of social and supportive services for the residents, (as applicable);
- g. Management of laundry facilities, vending machines, etc.;
- h. Maintenance and physical improvement of the Properties;
- i. Inventory control for furnishings and appliances;
- j. Waiting list procedures for each Property with a waitlist that is compliant with all State and Federal Fair Housing and other applicable laws;
- k. Rent collection policies and procedures;
- l. Personnel policies, property staffing and ongoing training and development plan (must include an organizational chart);
- m. Strategy for reducing energy and water consumption at each site (water, electric, gas, solar, etc.)
- n. Strategy for increasing revenues at each site including recommendations.

2. Submission of all day-to-day operating forms that will be used in provision of services.

D. Within 30 calendar days of the onset of services, the Service Provider shall conduct an audit of the tenant files for all the Properties to ensure each one is complete and includes the following information: current tenant ID, application for residence, signed lease agreement that is appropriate for the unit, tenant communications, legal notices (including notification to enter and notices of rent increases), documentation of any issues or violations of the rental agreement, a current signed agreement for any live-in aid (updated annually thereafter), and any documentation required for affordable programs as applicable. In addition, required information must be included and/or updated in the system of records timely.

E. Service Provider must make the effort to have site staff composition reflect the community it serves. Service Provider shall hire staff with at least the minimum experience requirements prior to working at the HACLA portfolio.

1. Property Level Manager (20 – 39 units)
 - a. 3 years' experience in property management, with at least 2 years as a property manager
 - b. Experience with any affordable program preferred
 - c. ARM or other similar designation a plus

2. Property Level Manager (40+ units)
 - a. 5 years' experience in property management, with at least 3 years as a Property Manager
 - b. Experience with affordable programs strongly preferred
 - c. ARM or other similar designation preferred
3. Regional Level Manager/Area Supervisor
 - a. 8 years' experience in property management with progressive responsibilities and at least 5 of those years as a Property Manager of at least 100 units
 - b. 3 years' experience with Affordable programs
 - c. 3 years' experience in a supervisory position (with direct reports)
 - d. 5 years' experience at the portfolio of multi-property level
 - e. CPM or other similar designation preferred
4. Resident Services Coordinator
 - a. Bachelor's degree in business or public administration, psychology, sociology or related field
 - b. 3 years of experience in community or social services delivery, providing assistance to a vulnerable population such as the elderly and people with disabilities, in any of the following fields: public and/or affordable housing, social welfare, public health, employment service, counseling, vocational guidance, or a related field – OR- an equivalent combination of education, training and experience
 - c. Working knowledge, training, and experience of local services for the elderly and people with disabilities preferred
5. Regional Level Maintenance/Maintenance Supervisor
 - a. 8 years' experience working in maintenance, construction, or related field with progressive responsibilities
 - b. 5 years' experience at the portfolio or multi-property level
 - c. 4 years' supervisory or oversight experience
 - d. Maintenance lead experience with different types of inspections
 - e. Experience with multiple building systems
 - f. 5 years' experience in the residential or commercial sector

F. Within 30 calendar days of the onset of services, and as new staff are implemented throughout the contract term, the Service Provider shall conduct an orientation with its staff to ensure appropriate understanding of the full administration of the Properties for each site under the Management Plans, including (but not limited to): training on applicable regulations related to the property and/or specific units, HACLA required reports and software, data tracking, budgets, capital improvements, outstanding tenant issues, operational guiding procedures, and any special directives. Written notice of completion of

training will be provided by the Service Provider to HACLA. Similar training must be performed for new and temporary staff as appropriate.

G. The Service Provider shall conduct regular quality control analysis of the practices conducted within the Properties to ensure consistent application of the approved Management Plan and to minimize errors in administration. Findings within the analysis will be shared with HACLA, along with an action plan implemented to correct and improve performance.

H. Within 30 calendar days of the onset of services, the Service Provider shall hold resident meetings for each site to introduce firm and the management staff assigned to the site. For scattered sites, or where in-person meetings are not feasible, such meetings may be conducted virtually. After initial introductory meeting, the Service Provider shall hold regular monthly resident meetings with the site team and Service Coordinators as applicable, which may be conducted in person or virtually for scattered sites.

V. SPECIFIC REQUIREMENTS

A. Leasing

1. During the Term, the Service Provider shall handle all negotiations with prospective residents of the Properties and shall have the right to execute and enter into, on behalf of HACLA, any and all leases or rental agreements (“Leases”), of residential units of the Properties and any extension and renewal of said Leases, provided, however, that without the prior written consent of HACLA, the Service Provider shall not enter into any Lease with any person for a term in excess of one (1) year. The Service Provider shall submit the proposed form of lease agreement to HACLA for its written approval prior to the Contractor’s use of said lease agreement. Any changes, alterations, or modifications thereof must receive a prior written approval from HACLA.
2. The Service Provider shall be and act as HACLA’s exclusive Service Provider in leasing the Properties, as assigned.
3. The Service Provider shall not decline to lease any unit at the Properties to a prospective resident on the basis of the resident’s race, religion, national origin, ancestry, sex, sexual preference, physical handicap, or any other classification protected by law (i.e., Section 504). NOTE: Fair Housing provisions regarding age/familial status do not apply to housing intended and operated for occupancy by at least one person 55 years of age or older per unit. Prior to executing any Lease with a resident, the Service Provider shall investigate the financial ability and history of his/her rent payment history as outlined in the respective Management Plan. The Service Provider must also conduct criminal background checks of each prospective

- resident and obtain references from the prospective resident's previous landlords, to the extent deemed necessary by the Contractor, to protect HACLA against financial losses and other liabilities. All required tenant, lease, and related information must be entered timely into the system of records upon move-in and updated as appropriate. All expenditures incurred by the Service Provider for duties described in this Paragraph shall be considered operating expenses of the Properties.
4. All lease terms including, but not limited to, rental rate, rental concessions, and security deposits are to be determined within the Annual Operating Budget. Any deviations from the Annual Operating Budget require prior written approval by HACLA.
 5. The Service Provider shall collect a security deposit from each resident in an amount equal to the maximum authorized by law or as authorized in writing by HACLA.
 6. The Service Provider shall collect and disburse each security deposit in accordance with the requirements for the governing Lease and then applicable law. The Service Provider shall deposit each security deposit in a separate interest-bearing trust account for each Property, separate from all other accounts and funds, designated as the "Tenant Security Deposit Account." If Service Provider is required to draw upon the Tenant Security Deposit Account, Service Provider shall cause the tenant to promptly restore the balance to its original level by all means provided for under the Lease.
 7. The Service Provider is authorized to serve "notices to vacate" on tenants and to institute any action or proceeding it deems necessary to recover possession of leased premises; or to recover rent, charges, or other sums payable to HACLA. The Service Provider may compromise and settle or otherwise discontinue any such action or proceeding provided the Service Provider first obtains HACLA's written approval. The Service Provider shall follow any and all applicable procedures and regulations related to recovering the leased premises and any outstanding tenant balance. In exercising the authority granted by this Paragraph, the Service Provider may incur collection fees, costs, and legal fees as agreed to in writing by the Service Provider and HACLA. Any such fees or costs shall be considered operating expenses of the Properties.
 8. The Service Provider shall provide good customer service to all residents and receive, consider, and respond to all resident suggestions, requests, complaints and/or problems in a professional and timely manner consistent with the Contractor's authority, the applicable regulatory and programmatic requirements of the Properties, and Contractor's responsibilities as described throughout this Contract. Wherever possible, written responses to residents should be provided within one business week of receipt by the Service Provider and documented in the system of records.

B. Marketing of Vacancies

1. The Service Provider shall aggressively pursue marketing practices that minimize vacancies and target residents appropriate to the Properties involved (i.e., market rate, low income, etc.) in compliance with all applicable laws. Marketing and leasing efforts shall emphasize the added social service amenities offered at, or planned to be offered at, the Properties.
2. The Service Provider shall market the Properties by using a full complement of available advertising media such as, but not limited to, the internet, newspapers, the display of signs and banners at the Properties, and the notification of available housing units to service agencies and organizations and shall respond to all lease referrals
3. The Service Provider shall provide to HACLA a weekly list of all vacant units at each property along with a phone and foot traffic log, and a narrative detailing the marketing plan of action.
4. The Service Provider shall maintain current and accurate tenant waiting lists for the Properties in the system of records and in compliance with all applicable program regulations.

C. Operations and Maintenance

The Service Provider shall always maintain the Properties in a good, clean, habitable, safe, and attractive condition acceptable to HACLA. Repairs shall be performed, as necessary, and shall be budgeted as part of the operating expense of the Properties. As noted at Part VI below, HACLA will be responsible for contracting for certain preventative maintenance, repairs and as-needed construction activities. Service Provider shall:

1. Perform the following in accordance with this Scope of Services: all interior and exterior cleaning, painting, decorating, and carpentry; the periodic inspection, maintenance and repair of plumbing, heating, and ventilating systems, property-owned appliances such as stoves and refrigerators, and elevators; the periodic inspection, maintenance of outdoor grounds and facilities, and any other routine maintenance and repair work that becomes necessary Preventative maintenance and redecorating schedules for each property shall be developed and maintained by the Contractor.
2. Hire all on-site Resident Managers, Properties' Supervisors, maintenance personnel, clerical and accounting staff for each Property in accordance with applicable equal employment opportunity requirements and the requirements stated herein.

Accounting staff shall include at least one real estate accountant based in the key Operations Office. This shall include adequate orientation to new staff that ensures consistent understanding of the Contractor's and HACL A's policies and procedures applicable to the Properties the staff-person is assigned. See also Part V (Specific Requirements), Section C (Operations and Maintenance), at paragraph 13 for additional requirements as related to ongoing training and development expectations.

3. Prepare vacant units for occupancy. Turnaround for each vacant unit will be completed within three (3) business days from move-out, unless there are extenuating circumstances such as a death or major damage. At least ninety-eight percent (98%) of the vacant units at each site are to be occupied or market ready at all times. Pre-occupancy inspections shall be completed for each unit with Service Provider and tenant identifying in writing the condition of the unit at the time of occupancy.
4. Promptly receive and systematically investigate all service requests from tenants within no later than 5 calendar days, take any necessary action, and keep adequate records of the action taken (which includes entry within the system of records.) Emergency repair requests shall be received and serviced on a 24-hour basis. Emergency after-hours contact information must be communicated to residents and posted in a conspicuous place on the property. Complaints of a serious nature (i.e., deaths, crime reported, etc.) shall be reported to HACL A by the next business day. Emergency repair requests include, but are not limited, to the following:
 - a. Gas leaks
 - b. Broken water lines
 - c. Toilet stoppage
 - d. Exposed/frayed electrical wires, exposed fuse box connection, and/or electrical failure within the unit
 - e. Burst or broken water heater
 - f. Destruction of exterior door (front/rear). Door broken and unable to lock.
 - g. Broken window/window lock (front/rear of unit)
 - h. Defective or omission of smoke detectors
 - i. Elevator failure
 - j. Collapsing walls and ceilings
 - k. Main line stoppage
 - l. No water in unit
5. Purchase materials, supplies, equipment, tools, and services that are necessary for the operation and maintenance of the Properties and maintain a current inventory of the same. Such purchases are subject to the requirements set forth at Part VI below.

6. Perform inspections and preventive maintenance of the Properties to preserve the physical assets in accordance with sound property management practices. Included among these responsibilities are periodic inspections of sidewalks, walkways, stairs and paved areas to identify trip and other hazards and remediate the same in a timely manner.
7. Perform regular review of energy consumption (gas, water, electricity) of the Properties to ensure usage is consistent and where possible reduced as well as any accommodations needed to ensure all applicable properties within the portfolio meet all accessibility requirements.
8. Procure contractors, as necessary, to prepare units for new rental or other Properties' maintenance and repair needs when they involve skills not usually possessed by regular maintenance employees or other contracted vendors. Such procurements are subject to the requirements set forth at Part VI below.
9. Conduct fire drills at least annually. Training for staff and residents on fire, earthquake safety and crime prevention shall be conducted on an annual basis or more frequently if determined reasonably necessary in response to circumstances such as an increase in crime or the occurrence of a natural disaster.
10. Coordinate with and accompany inspectors from HACL A and/or its insurance carrier, the U.S. Department of Urban and Housing Development's Real Estate Assessment Center, lenders, applicable regulatory agencies, and other HACL A-authorized parties.
11. Post a management sign on the building exterior of each Property within one (1) month of execution of the contract which includes required information concerning service of notice of process and maintain the same during the Term in accordance with HACL A requirements. The sign shall be of reasonable size and visible from the sidewalk with information regarding the management company and contact information, subject to HACL A's approval.
12. Obtain and maintain in full force and effect, all licenses and permits required by law.
13. Facilitate tenant initial/recertification of eligibility in accordance with the Section 8 programs, administer reserve and replacement drawdown as periodically required, and prepare quarterly program compliance reports, all of which are to include assurance of accuracy in accordance with all HUD, or other applicable program requirements.
14. On an ongoing basis, the Service Provider shall provide the appropriate level of training and orientation necessary for all staff working at the Properties to ensure appropriate delivery of site-specific administration within the Management Plan and

provide consistent customer service to its residents. This includes, but is not limited to: regulatory requirements, available HACLA resources, budget, capital expenditures, and general operating procedures as part of the site's Management Plan.

15. The Service Provider shall establish and maintain procedures to ensure ongoing compliance with all program requirements and be responsible for ensuring full compliance with all applicable federal, state, and local laws, regulations, requirements and contractual agreements. The Service Provider shall ensure that all required reports, notices, and submissions to HACLA and to applicable regulatory or oversight agencies are completed accurately and submitted in a timely manner. The Service Provider shall promptly notify HACLA of any compliance issues, findings, or violations and shall take corrective action as required to resolve such matters.
16. The Service Provider shall assist HACLA with any regulatory reviews and/or audits and shall provide documentation and information as requested to demonstrate compliance.
17. In the event of a change in staffing, the Service Provider shall provide HACLA with advance written notice and resume of new staff as well as written certification that the necessary orientation and/or training has occurred.
18. Resident Satisfaction Survey: The Service Provider shall assist HACLA in encouraging resident satisfaction and promoting resident participation in annual resident satisfaction surveys. Upon receipt of the survey results, the Service Provider shall review and analyze the results and develop a corrective action plan based on the findings. The Service Provider shall submit the proposed action plan to HACLA for review and approval within the timeframe established by HACLA. Once approved, the Service Provider shall implement the actions outlined in the plan and provide periodic progress reports to HACLA documenting the status and effectiveness of the corrective actions.

D. Financial Management and Reporting

1. Collection and Disbursements of Revenues

- a. Trust accounts, identified as "Operating Accounts", shall be established and maintained by the Service Provider for each Property. Accounts shall be established for the deposit of all amounts collected.
- b. Upon written approval of HACLA, all individual Operating Accounts shall be established for each property in a bank or other financial institution whose deposits are FDIC-insured.

- c. The Service Provider shall collect all rents and revenues from the Properties. The Service Provider shall collect applicable charges, and other amount receivables, including but not limited to any laundry room receipts and income from vending machines, from each Property daily. All funds received shall be deposited in each Property's Operating Account. The Service Provider shall promptly serve all legal notices and provide necessary copies to compliance Agencies as applicable.
- d. The Service Provider shall disburse timely, from funds collected and deposited in the Operating Accounts described above, all operating expenses for the Properties, including site-level staff salaries and benefits, services, utilities, minor maintenance and repair costs, service contracts and any other recurring operating expenses as authorized by HACLA including the payment of the Contractor's compensation. The Service Provider shall also pay from the Operating Accounts the single aggregate payment required to be made monthly by HACLA such as the mortgages for the Properties. Such payments, including amortized principal, interest and other charges, shall be paid directly to the Mortgagee by the Service Provider unless otherwise directed by HACLA. The Service Provider shall pay all the above operating expenses, mortgage and other payments prior to delinquency and shall be responsible for any late fees, charges or similar assessments.
- e. Except for the disbursements described in Section E Financial Management section 1(d) above, funds shall be disbursed or transferred from the Operating Accounts only as directed by HACLA.
- f. Trust accounts, identified as "Security Deposit", shall be established and maintained by the Service Provider for each Property, as dictated by program. Accounts shall be established for the deposit of all security deposit collected and disbursement of security deposits to vacating tenants. The Service Provider shall include HACLA's Contracting Officer or its designee as an authorized signer on all Security Deposit Accounts.
- g. Upon written approval of HACLA, all Security Deposit Accounts shall be established in a bank or other financial institution whose deposits are FDIC-insured.
- h. The Service Provider shall organize and maintain a system of controls designed to ensure the authenticity of bills, invoices, and statements charged and paid, as well as avoiding any duplicate payments. This system of controls must be detailed in the Management Plan and approved in writing by HACLA.
- i. The Service Provider shall utilize and endure daily updates HACLA's property

management data within the software (currently Yardi) to process all tenant accounting and other transactions.

- j. The Service Provider understands, agrees and acknowledges that some or all of the Properties may be financed with the proceeds of tax-exempt revenue bonds (the "Bonds") or serve as collateral for the Bonds from time to time and that the documents pursuant to which the Bonds are issued (which may include, without limitation, an indenture of trust and deed of trust or mortgage and which are herein referred to collectively as "Loan Documents") may require; that revenues from the Properties be remitted to a trustee or escrow agent, that funds to pay operating expenses be requisitioned from such trustee or escrow agent, and that revenues generated by the Properties otherwise be accounted for or administered in a manner inconsistent with or supplemental to the procedures herein described. The Service Provider agrees that, upon being provided with copies of any such Loan Documents, it shall timely comply with the terms of such Loan Documents applicable to the Contractor, the Properties or revenues of the Properties. In the event of any conflict between the provisions of the Loan Documents and the provisions of this Scope of Work, the provisions of the Loan Documents shall control.

2. Accounting, Monthly Financial Reporting and Administering of Funds

a. Books and Records

The Service Provider agrees to keep accurate, complete and separate books and records of account for each Property in accordance with generally accepted accounting standards and procedures based on a calendar year. These books shall detail all income and expenditures, accounts payable, accounts receivable, available cash and other assets and liabilities pertaining to the Properties.

HACLA may, at any time during the Contractor's normal business hours, either in person or through a representative, inspect all records and supporting and related documentation kept by the Service Provider relating to the management and operation of the Properties, including but not limited to, electronic records, checks, bills, vouchers, statements, cash receipts, and correspondence. HACLA may, at its own expense, have an audit made of all accounting books and records connected with the management of the Properties.

The Service Provider must protect any records against loss, tampering, or unauthorized use.

The Service Provider will maintain all certifications, enrollments, credentials and contracts necessary to provide property management services.

The Service Provider will employ record keeping or receipt procedures, which will be used as audit trail for expenditures and income received. Revenue and record-keeping procedures must follow Community Development Block Grant (CDBG) requirements. Appropriate financial documentation for reimbursement must be submitted monthly.

b. Financial Reports

Each month the Service Provider shall prepare and submit to HACLA financial reports for each Property on an accrual basis for the preceding month, including a narrative describing the properties performance and significant events, which may have occurred over the preceding month. The Service Provider shall deliver to HACLA the following financial reports in an electronic format compatible with HACLA's property management software and Microsoft Excel or on software provided by HACLA, as determined by HACLA in its sole election:

- The preliminary trial balance report reflecting beginning balance, current month's debits and credits, and the ending balance on or before the last business day of the month.
- The Monthly income statement and balance sheets (financial statements) and final trial balance shall separately set forth data for both the current month and the year to date (including the current month). The Service Provider shall deliver to HACLA copies of **all bills** paid by the Service Provider for the preceding month electronically along with open account payables and P.O. logs for all work procured during the period. Service Provider shall submit Budget modifications or line-item adjustments as necessary. Service Provider is also required to submit detailed narratives explaining budget variances +/- 5% monthly. Simultaneously with delivery of the monthly financial statements, the Service Provider shall also deliver to HACLA rent rolls delineating Housing Assistance and tenant portions of rent charged for the month and any applicable rent concessions, account receivable aging report delineating between received from HUD and tenant; HUD form-52670 with supporting details, check registers for each Property; general ledgers, report of cash receipts that can be traced to the bank deposits, bank reconciliation with supporting bank statement; report of security deposits, monthly equipment & building improvements report for specified, single capital expenditures of **\$5000** and above. Each such report and supporting documentation shall be delivered electronically to HACLA on or before the **10th** calendar day of the following month.

c. Remittance to HACLA

On or before the 10th calendar day of each month, the Service Provider shall remit to HACLA, via wire transfer or other means as directed by HACLA from time to time, the net profit, if any, shown on the preceding month's income and expense report less the Contractor's monthly compensation due under this contract and a reserve equal to one month's budgeted payroll, to pay expenses that are anticipated but not yet due. Notwithstanding all the above the Service Provider understands and agrees that certain of the Properties may serve as collateral for Bonds of HACLA which may require the remittance of net profit or other funds to HACLA, or third parties designated by HACLA from time to time during the Term via lock-box or other arrangements. The Service Provider shall fully and timely comply with all HACLA request to establish such collection mechanisms and shall comply with any related bond indenture provisions. The cost, if any, of said compliance by the Service Provider shall be included with the Property operating expenses.

d. Delinquency

On or before the 10th calendar day of the month, the Service Provider shall prepare and submit to HACLA, electronically via email, if possible, a tenant delinquency report which reflects uncollectible accounts and recommendation for their write-offs, additionally Service Provider shall actively pursue collection efforts for all outstanding payments due from current and future tenants.

e. Annual Financial Report

Within thirty (30) days from the end of each calendar year during the Term, the Service Provider shall make available and provide access to all Properties' records via electronic means acceptable to HACLA and assist HACLA's auditor in preparing the annual financial report for the preceding year. Within thirty (30) days of the end of the calendar year immediately following the expiration or termination of the Term unless requested sooner by HACLA, the Service Provider shall make available, transfer and provide access to all Properties' records via electronic means and on software acceptable to HACLA (including any property management software provided to the Service Provider by HACLA under this Contract) and assist HACLA's auditor in preparing the annual financial report for the preceding year.

f. Year End Close Out

The Service Provider is to perform a year-end reconciliation to include but not be limited to:

- (1) Adequacy of allowance for doubtful accounts

(2) Balance sheet and program reconciliations, as applicable

- Cash
- Tenant security deposits and liability
- Investments
- Accounts receivable and allowance for doubtful accounts
- Other receivables
- Note receivables
- Prepaid expenses
- Fixed assets
- Other assets
- Accounts payable
- Accrued expenses
- Unearned revenue
- Notes payable – current and long term
- Bonds payable – current and long term
- Other long-term liabilities
- Transfers

g. Filing of Tax and Other Returns and Reports

The Service Provider shall facilitate preparation and filing as applicable all returns and other documents required under the Federal Insurance Contributions Act (FICA) and the Federal Unemployment Tax Act, or any similar federal or state legislation, and all withholding tax returns required for employees of the Properties. These documents shall include the filing of annual welfare exemption applications(s). The Service Provider agrees that the records and reports on the Properties furnished to HACLA by the Service Provider under this Contract shall set forth all required data as to operating expenses and income and shall be otherwise sufficient for the preparation of all required reporting by federal, state, or local authorities.

h. Annual Operating Budget

The Service Provider shall prepare and submit to HACLA for approval, an Annual Operating Budget (the "Budget") including, but not limited to, rents and other income and expenses, for the calendar year beginning January 1, and for each calendar year thereafter during the term of this Contract. The Service Provider shall submit the Budget to HACLA at least **150 days** prior to the beginning of the calendar year covered by the Budget except in the case of the first year of the Term where the Budget shall be submitted to HACLA within sixty (60) days of the Commencement Date. Any changes to this submittal schedule shall be approved by HACLA in writing. HACLA shall promptly inform the Service Provider of any changes to be incorporated in the Budget, and the Service Provider shall keep

HACLA informed of any anticipated and actual deviations from the receipts or disbursements set forth in the approved Budget. Disbursement for each type of operating expense itemized in the Budget may not exceed the amount authorized in the approved Budget without prior written approval from HACLA. For expenses over **\$2,500** that are not authorized in the approved Budget, the Service Provider must receive pre-approval from HACLA before the expense can be incurred. Receipts shall be provided for all disbursements.

At least once per year, the Service Provider will conduct cost reasonableness testing for all major routine expense categories such as carpets/flooring, painting, plumbing supply, landscaping, elevator maintenance, ADA improvements, etc. and submit the results to HACLA no later than January 31st of each year.

i. Compliance with Loan Documents

The Service Provider agrees that it shall comply with any requirements relative to Service Provider preparation of the budget contained in any Loan Documents. The Service Provider further agrees to provide to any parties entitled to records relating to the Properties under the Loan Documents (as such parties are identified to the Service Provider by HACLA) access to the Contractor's records relating to the Properties on the same terms and conditions as HACLA. The Service Provider agrees to provide copies of any notices required to be sent by Service Provider to HACLA hereunder to such additional parties as specified in the Loan Documents or as otherwise directed in writing by HACLA.

j. Additional Sites

On occasion, HACLA may require property management services for additional types of properties, which may include but are not limited to, the following:

- Permanent Interim Housing or Temporary Housing – Hotel services required which may include meal services, laundry/linen services, and similar services to support a fragile target population.
- Vacant properties – Generally includes security and landscaping or vegetation removal.
- Single Family Homes – Routine property management, generally scattered sites, various programs.
- Third Party Asset Management – Routine property management where HACLA is not part of the ownership.
- New acquisitions – Could be any property type, any program.
- Limited PM Services – Sites acquired for Redevelopment that need minimal services, such as landscaping and security.

VI. PROCUREMENT REQUIREMENTS**A. General Requirements**

1. No Service Provider employee, officer, or agent may participate in the selection, award, or administration of a contract for goods and services purchased in support of the operation and maintenance of the Properties if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from any vendor considered for the contract. Additionally, no Service Provider officer, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value exceeding \$50 from vendors who provide goods and services purchased in support of the operation and maintenance of the Properties or parties to subcontracts.
2. The following rules apply to the procurement of any materials, supplies, equipment, tools (“goods”), and services, excluding maintenance and construction work, that are necessary for the operation and maintenance of the Properties:
 - a. Purchases must be authorized by the Annual Operating Budget. Purchases that are not contemplated by the Annual Operating Budget and purchases that exceed budget authority require HACLA’s prior written approval.
 - b. Price quotes for purchases of goods and services valued in excess of \$2,500 shall be solicited from at least two sources, except where:
 - (i) The item is available only from a single source; or
 - (ii) An emergency for the requirement will not permit a delay resulting from soliciting price quotes. The circumstances prompting the finding an emergency shall be documented and retained on file.
3. Contracts for goods shall be awarded to the vendor providing the lowest priced quote. Contracts for services shall be awarded to the vendor providing the Best Value quote. “Best Value” means a determination that follows from a procurement of services in which a quote is evaluated for price and qualitative factors such as quality and performance and award selection is based upon the quote that offers the most advantageous value.
4. When soliciting for goods and services, incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum

essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. Identify all requirements the vendor must fulfill and all other factors to be used in evaluating the quotes.

5. Do not purchase goods or services from vendors who have been debarred from contracting or who appear on HUD’s Limited Denial of Participation (LDP) list. Confirm debarred status at www.sam.gov/SAM; confirm LDP status at www.hud.gov/ecpcis/main/ECPCIS_List.jsp.
6. When Service Provider needs to procure services for Public Works activities it shall conduct such procurements in accordance with the procedures and forms provided by HACLA, as may be updated from time to time, to ensure compliance with Public Works Project and Prevailing Wage (Labor Code ss 1720 et. seq.) law.

B. Procurements by HACLA

1. HACLA will be responsible for the procurement of contracts for routine maintenance services.
2. HACLA will be responsible for the procurement of contracts for capital improvements, including for such items as roof replacements.

VII. HACLA’S RESPONSIBILITIES

A. HACLA shall have oversight responsibility in all areas of the Contractor's operating plan as an asset manager and shall conduct quarterly management reviews and at its sole discretion conduct formal or informal audits of the Contractor’s administration to help minimize errors and ensure optimal performance.

B. HACLA will provide the Service Provider remote or direct access to HACLA’s property management database system and software to be used by the Service Provider only to manage, communicate, and provide financial information to HACLA for the Properties awarded to the Contractor.

C. Except for emergencies as listed in Part V (Specific Requirements), Section C (Operations and Maintenance) at paragraph 4 above, HACLA shall provide prior written approval of Contractor’s disbursements over \$2,500 from the Operating Accounts. Receipts shall be provided for all disbursements.

D. HACLA reserves the right to provide and select service vendors for such services as security, trash removal, elevator maintenance, and laundry room service when, in HACLA's sole discretion, it determines that the provision of such vendor(s) is in HACLA's best interest.

Exhibit A

**Addendum
(Attached)**

GROUP I: MARKET RATE/AFFORDABLE PORTFOLIO
Tenant Based Section 8, City Set-Asides, and 80/20

Property Name	Address	City	State	Zip	Total Units	2026 Revenue
1059 E 48th St	1059 E 48th St	Los Angeles	CA	90011	3	66,280
110 & 110 1/2 E 94th St	110 & 110 1/2 E 94th St	Los Angeles	CA	90003	2	59,220
1100 & 1100 1/2 E 112th St	1100 & 1100 1/2 E 112th St	Los Angeles	CA	90003	2	45,620
11218 Emelita St	11218 Emelita St	North Hollywood	CA	91411	3	75,050
11442 Emelita St	11442 Emelita St	North Hollywood	CA	91601	3	69,880
1158 E Adams Blvd	1158 E Adams St	Los Angeles	CA	90011	3	83,940
11736 Hart Street	11736 Hart St	North Hollywood	CA	91601	1	19,670
11737 Hart Street	11737 Hart St	North Hollywood	CA	91601	3	69,700
11740 Hart Street	11740 Hart St	North Hollywood	CA	91605	2	46,850
11818 Vanowen St	11818 Vanowen St	North Hollywood	CA	91605	7	204,680
11913 Runnymede St	11913 Runnymede St	North Hollywood	CA	91605	6	178,520
1330 W 57th St	1330 W 57th St	Los Angeles	CA	90037	7	186,800
14145 Calvert St	14145 Calvert St	Van Nuys	CA	91401	4	87,010
1416 Crenshaw Blvd	1416 S Crenshaw Blvd	Los Angeles	CA	90019	3	89,880
14311 Haynes St	14311 Haynes St	Van Nuys	CA	91401	3	78,510
145 E 54th St	145 E 54th St	Los Angeles	CA	90011	3	84,800
14743 Friar St	14743 Friar St	Van Nuys	CA	91411	3	78,840
14753 Delano St	14753 Delano St	Van Nuys	CA	91411	3	76,790
1539 & 1539 1/2 E 57th St	1539 & 1539 1/2 E 57th St	Los Angeles	CA	90011	2	51,950
1565 & 1565 1/2 E 43rd St	1565 & 1565 1/2 E 43rd St	Los Angeles	CA	90011	2	45,620
1613 & 1613 1/2 E 41st	1613 & 1613 1/2 E 41st Pl	Los Angeles	CA	90011	2	46,590
1714 & 1714 1/2 E 111th Pl	1714 & 1714 1/2 E 111th Pl	Los Angeles	CA	90059	2	46,950
205 & 207 Opp St	205 & 207 Opp St	Wilmington	CA	90744	9	262,880
210 W 91st	210 W 91st St	Los Angeles	CA	90003	3	77,220
215 E 93rd St	215 E 93rd St	Los Angeles	CA	90011	3	67,250
216 & 216 1/2 E 87th Pl	216 & 216 1/2 E 87th Pl	Los Angeles	CA	90003	2	46,290
2326 Ridgeley Dr	2326 Ridgeley Dr	Los Angeles	CA	90016	8	206,910
245 & 245 1/2 E 102nd St	245 & 245 1/2 E 102nd St	Los Angeles	CA	90003	2	51,710
2927 Partridge Ave	2927 Partridge Ave	Los Angeles	CA	90039	5	129,330
3206 Naomi Ave	3206 Naomi Ave	Los Angeles	CA	90011	3	74,290
339 & 339 1/2 E 107th St	339 & 339 1/2 E 107th St	Los Angeles	CA	90003	2	61,100
354 & 354 1/2 E 105th Pl	354 & 354 1/2 E 105th St	Los Angeles	CA	90003	2	60,120
3814 Montclair St	3814 Montclair St	Los Angeles	CA	90018	3	79,340
3910 Montclair St	3910 Montclair St	Los Angeles	CA	90018	4	90,950
4331 Honduras St	4331 Honduras St	Los Angeles	CA	90011	3	77,830
563 W 92nd St	563 W 92nd St	Los Angeles	CA	90044	9	233,640
5737 Klump Ave	5737 Klump Ave	North Hollywood	CA	91601	3	73,460
6114 Hazelhurst	6114 Hazelhurst Pl	North Hollywood	CA	91606	7	155,070
6615 Lemp Ave	6615 Lemp Ave	North Hollywood	CA	91606	4	73,540
685 E 43rd St	685 E 43rd St	North Hollywood	CA	91606	3	76,200
6900 Morella Ave	6900 Morella Ave	North Hollywood	CA	91605	2	61,520
6910 Morella Ave	6910 Morella Ave	North Hollywood	CA	91605	5	131,130
6923 Simpson Ave	6923 Simpson Ave	North Hollywood	CA	91605	3	68,140
744 N Tularosa Drive	744 N Tularosa Dr	Los Angeles	CA	90026	7	186,800
8325 Penfield Ave	8325 Penfield Ave	Canoga Park	CA	91306	5	120,080
140 E 120th St	140 E 120th St	Los Angeles	CA	90061	7	145,000
6108 Victoria Ave.	6108 Victoria Ave	Los Angeles	CA	90043	7	170,380
136 E 120th St	136 E 120th St	Los Angeles	CA	90061	7	141,060
312 W 120th St	312 W 120th St	Los Angeles	CA	90061	6	114,730
819 East 120th St	819 E 120th St	Los Angeles	CA	90061	8	160,120
732 - 739 Laconia	732 -739 Laconia Boulevard	Los Angeles	CA	90044	13	383,270
303 McDonald	303 McDonald Avenue	Wilmington	CA	90744	11	285,850
222 S Cabrillo (Harbor Riviera)	222 S. Cabrillo Street	San Pedro	CA	90731	21	392,980
6530 Vineland Ave	6530 Vineland Ave	North Hollywood	CA	91606	30	616,580
Bella Vista Apartments	12100 Sheldon St	Sun Valley	CA	91352	98	2,993,750
Clemson Market	5736 et al Clemson St	Los Angeles	CA	90016	16	312,870
Crescent Court Apartments	1423 West 12th Pl	Los Angeles	CA	90015	32	401,900
Dana Street Apartments	1461 Dana St., 1461 1/2 Dana	Los Angeles	CA	90001	10	244,870
Gibraltar Apartments	3907 Gibraltar St	Los Angeles	CA	90008	24	610,160
Huntington Ridge Apartments	5161 Huntington Dr	Los Angeles	CA	90032	45	701,180

3% escalator

Projected Revenue	4.80%	4.85%	4.95%	5.00%	Contract amount	PM Fee			
2027	2028	2029	2030	Total	2027	2028	2029	2030	Total
68,268.36	70,316.41	72,425.90	74,598.68	351,889.31	3,276.88	3,410.35	3,585.08	3,729.93	14,002.24
60,996.72	62,826.63	64,711.42	66,652.77	314,407.66	2,927.84	3,047.09	3,203.22	3,332.64	12,510.79
46,988.64	48,398.30	49,850.25	51,345.76	242,202.99	2,255.45	2,347.32	2,467.59	2,567.29	9,637.65
77,301.54	79,620.59	82,009.21	84,469.48	398,450.85	3,710.47	3,861.60	4,059.46	4,223.47	15,855.00
71,976.48	74,135.78	76,359.85	78,650.65	371,002.84	3,454.87	3,595.59	3,779.81	3,932.53	14,762.80
86,458.20	89,051.95	91,723.50	94,475.21	445,648.86	4,149.99	4,319.02	4,540.31	4,723.76	17,733.09
20,260.14	20,867.95	21,493.98	22,138.80	104,430.91	972.49	1,012.10	1,063.95	1,106.94	4,155.47
71,791.08	73,944.81	76,163.16	78,448.05	370,047.19	3,445.97	3,586.32	3,770.08	3,922.40	14,724.77
48,255.54	49,703.21	51,194.30	52,730.13	248,733.23	2,316.27	2,410.61	2,534.12	2,636.51	9,897.50
210,820.32	217,144.93	223,659.27	230,369.05	1,086,673.49	10,119.38	10,531.53	11,071.13	11,518.45	43,240.49
183,875.64	189,391.91	195,073.67	200,925.88	947,787.14	9,826.03	9,185.51	9,656.15	10,046.29	37,713.98
192,403.92	198,176.04	204,121.32	210,244.96	991,746.14	9,235.39	9,561.51	10,104.01	10,512.25	39,463.18
89,620.26	92,308.87	95,078.13	97,930.48	461,947.69	4,301.77	4,476.98	4,706.37	4,896.52	18,381.64
92,576.28	95,353.56	98,214.17	101,160.60	477,184.49	4,443.66	4,624.65	4,861.60	5,058.03	18,987.94
80,865.18	83,291.13	85,789.87	88,363.56	416,819.62	3,881.53	4,039.62	4,246.60	4,418.18	16,585.92
87,344.04	89,964.36	92,663.29	95,443.19	450,214.93	4,192.51	4,363.27	4,586.83	4,772.16	17,914.78
81,205.20	83,641.36	86,150.60	88,735.11	418,572.27	3,897.85	4,056.61	4,264.45	4,436.76	16,655.67
79,093.74	81,466.55	83,910.55	86,427.87	407,688.75	3,796.50	3,951.13	4,153.57	4,321.39	16,222.59
53,508.54	55,113.80	56,767.21	58,470.23	275,809.82	2,568.41	2,673.02	2,809.98	2,923.51	10,974.92
46,988.64	48,398.30	49,850.25	51,345.76	242,202.99	2,255.45	2,347.32	2,467.59	2,567.29	9,637.65
47,987.70	49,427.33	50,910.15	52,437.46	247,352.64	2,303.41	2,397.23	2,520.05	2,621.87	9,842.56
48,358.50	49,809.26	51,303.53	52,842.64	249,263.93	2,321.21	2,415.75	2,539.52	2,642.13	9,918.61
270,766.44	278,889.43	287,256.12	295,873.80	1,395,665.83	12,996.79	13,526.14	14,219.18	14,793.69	55,535.79
79,536.60	81,922.70	84,380.38	86,911.79	409,971.47	3,817.76	3,973.25	4,176.83	4,345.59	16,313.43
69,267.42	71,345.44	73,485.80	75,690.38	357,038.96	3,324.84	3,460.25	3,637.53	3,784.52	14,207.16
47,678.70	49,109.06	50,582.33	52,099.80	245,759.90	2,288.58	2,381.79	2,503.83	2,604.99	9,779.18
213,117.30	219,510.82	226,096.14	232,879.03	1,098,513.29	10,229.63	10,646.27	11,191.76	11,643.95	43,711.62
53,261.34	54,859.18	56,504.96	58,200.11	274,535.63	2,556.54	2,660.67	2,797.00	2,910.01	10,924.22
133,621.86	137,630.51	141,759.43	146,012.21	688,753.98	6,413.85	6,675.08	7,017.09	7,300.61	27,406.63
76,518.66	78,814.22	81,178.65	83,614.00	394,415.49	3,672.90	3,822.49	4,018.34	4,180.70	15,694.43
62,932.92	64,820.91	66,765.53	68,768.50	324,387.77	3,020.78	3,143.81	3,304.89	3,438.42	12,907.91
61,923.60	63,781.31	65,694.75	67,665.59	319,185.24	2,972.33	3,093.39	3,251.89	3,383.28	12,700.90
81,720.24	84,171.85	86,697.00	89,297.91	421,227.05	3,922.57	4,082.33	4,291.50	4,464.90	16,761.30
90,950	93,678.54	96,488.90	99,383.56	482,866.11	4,496.57	4,679.71	4,919.49	5,118.25	19,214.02
80,164.86	82,569.80	85,046.90	87,598.31	413,209.83	3,847.91	4,004.64	4,209.82	4,379.92	16,442.29
240,649.20	247,868.68	255,304.74	262,963.88	1,240,426.49	11,551.16	12,021.63	12,637.58	13,148.19	49,358.57
73,460	75,663.72	77,933.63	80,271.64	390,008.69	3,631.86	3,779.78	3,973.45	4,133.99	15,519.07
155,070	159,722.10	164,513.76	169,449.18	714,532.65	6,823.28	7,178.92	7,583.73	8,026.63	32,759.95
75,746.28	78,018.67	80,359.23	82,770.01	390,434.27	3,635.82	3,783.91	3,977.78	4,138.50	15,536.01
76,200	78,486.00	80,840.58	83,265.80	404,556.15	3,767.33	3,920.77	4,121.66	4,288.19	16,097.94
63,365.52	65,266.48	67,224.48	69,241.21	326,617.61	3,041.54	3,165.42	3,327.61	3,462.06	12,996.64
131,130	135,063.90	139,115.82	143,289.29	696,186.98	6,483.07	6,747.12	7,092.82	7,379.40	27,702.40
68,140	70,184.28	72,289.81	74,458.51	368,764.94	3,368.85	3,506.06	3,685.70	3,834.61	14,395.21
192,403.92	198,176.04	204,121.32	210,244.96	991,746.14	9,235.39	9,611.54	10,104.01	10,512.25	39,463.18
120,080	123,682.44	127,392.91	131,214.70	637,521.24	5,936.76	6,178.56	6,495.13	6,757.56	25,368.00
150,276.96	154,785.27	159,428.83	164,211.69	774,602.79	7,213.29	7,507.09	7,891.73	8,210.58	30,822.69
170,380	175,491.48	180,756.23	186,178.91	904,570.98	8,423.59	8,766.68	9,215.86	9,588.21	35,994.34
141,060	145,291.80	149,650.55	154,140.07	748,906.70	6,974.01	7,258.05	7,629.93	7,938.21	29,800.21
114,730	118,171.98	121,717.14	125,368.66	609,117.58	5,672.26	5,903.28	6,205.75	6,456.49	24,237.77
164,923.56	169,871.27	174,967.40	180,216.43	850,098.61	7,916.33	8,238.76	8,660.89	9,010.82	33,826.79
383,270	394,768.14	418,809.52	431,373.81	2,034,832.69	18,948.87	19,720.64	20,731.07	21,568.69	80,969.27
294,425.46</									

Laveta Terrace	668 Lavetta Terrace	Los Angeles	CA	90026	45	969,740	998,832.24	1,028,797.21	1,059,661.12	1,091,450.96	5,148,481.57	47,943.95	49,896.66	52,453.23	54,572.55	204,866.39
Leeward Place Apartments	3056 Leeward Ave	Los Angeles	CA	90005	39	609,540	627,826.20	646,660.99	666,060.82	686,042.64	3,236,130.64	30,135.66	31,363.06	32,970.01	34,302.13	128,770.86
Parkview East	528 S Parkview St	Los Angeles	CA	90057	42	687,930	708,567.90	729,824.94	751,719.69	774,271.28	3,652,313.80	34,011.26	35,396.51	37,210.12	38,713.56	145,331.46
Parkview West	531 S Parkview St	Los Angeles	CA	90057	42	712,100	733,462.92	755,466.81	778,130.81	801,474.73	3,780,635.19	35,206.22	36,640.14	38,517.48	40,073.74	150,437.57
Parthenia Townhomes	15520 Parthenia St	North Hills	CA	91343	22	641,010	660,240.42	680,047.64	700,449.07	721,462.54	3,403,209.78	31,691.54	32,982.31	34,672.23	36,073.13	135,419.21
San Marino Court	2780 San Marino St	Los Angeles	CA	90006	34	544,800	561,143.88	577,978.19	595,317.54	613,177.06	2,892,416.55	26,934.91	28,031.94	29,468.22	30,658.85	115,093.92
Sylmar Apartments	9363-9373 Sylmar Ave	Panorama City	CA	91402	32	731,800	753,754.08	776,366.70	799,657.71	823,647.44	3,885,226.01	36,180.20	37,653.79	39,583.06	41,182.37	154,599.41
Tobias Apartments	8715 Tobias Ave	Los Angeles	CA	91402	27	610,050	628,351.50	647,202.05	666,618.11	686,616.65	3,238,838.30	30,160.87	31,389.30	32,997.60	34,330.83	128,878.60
Lafayette Park	349 S Lafayette Park Place	Los Angeles	CA	90057	120	2,631,240	2,710,177.32	2,791,482.64	2,875,227.12	2,961,483.94	13,969,611.15	130,088.51	135,386.91	142,323.74	148,074.20	555,873.36
Edgehill	2949-53 Edgehill Dr	Los Angeles	CA	90018	5	162,144	167,008.32	172,018.57	177,179.13	182,494.50	860,844.52	8,016.40	8,342.90	8,770.37	9,124.73	34,254.39
3134 Sheffield Avenue	3134 Sheffield Avenue	Los Angeles	CA	90032	2	32,944	33,932.28	34,950.25	35,998.75	37,078.72	174,903.96	1,628.75	1,695.09	1,781.94	1,853.94	6,959.71
3200 Sheffield Avenue	3200 Sheffield Avenue	Los Angeles	CA	90032	2	26,068	26,850.00	27,655.50	28,485.16	29,339.72	138,398.34	1,288.80	1,341.29	1,410.02	1,466.99	5,507.09
3215 Sheffield Avenue	3215 Sheffield Avenue	Los Angeles	CA	90032	2	26,068	26,850.00	27,655.50	28,485.16	29,339.72	138,398.34	1,288.80	1,341.29	1,410.02	1,466.99	5,507.09
3219 Sheffield Avenue	3219 Sheffield Avenue	Los Angeles	CA	90032	2	26,068	26,850.00	27,655.50	28,485.16	29,339.72	138,398.34	1,288.80	1,341.29	1,410.02	1,466.99	5,507.09
3223 Sheffield Avenue	3223 Sheffield Avenue	Los Angeles	CA	90032	2	26,100	26,883.00	27,689.49	28,520.17	29,375.78	138,568.44	1,290.38	1,342.94	1,411.75	1,468.79	5,513.86
3419 Sheffield Avenue	3419 Sheffield Avenue	Los Angeles	CA	90032	2	32,944	33,932.28	34,950.25	35,998.75	37,078.72	174,903.96	1,628.75	1,695.09	1,781.94	1,853.94	6,959.71
3534 Sheffield Avenue	3534 Sheffield Avenue	Los Angeles	CA	90032	3	26,068	26,850.00	27,655.50	28,485.16	29,339.72	138,398.34	1,288.80	1,341.29	1,410.02	1,466.99	5,507.09
5477 Keats Street	5477 Keats Street	Los Angeles	CA	90032	3	32,944	33,932.28	34,950.25	35,998.75	37,078.72	174,903.96	1,628.75	1,695.09	1,781.94	1,853.94	6,959.71
4215-4221.5 Maycrest Avenue	4215-4221.5 Maycrest Avenue	Los Angeles	CA	90032	6	93,068	95,860.08	98,735.88	101,697.96	104,748.90	494,110.86	4,601.28	4,788.69	5,034.05	5,237.44	19,661.47
5471 Keats Street	5471 Keats Street	Los Angeles	CA	90032	3	23,292	23,990.76	24,710.48	25,451.80	26,215.35	123,660.39	1,151.56	1,198.46	1,259.86	1,310.77	4,920.65
5462 Almont Street	5462 Almont Street	Los Angeles	CA	90032	1	32,944	33,932.28	34,950.25	35,998.75	37,078.72	174,903.96	1,628.75	1,695.09	1,781.94	1,853.94	6,959.71
Group I Total					937	20,612,812	21,231,196	21,868,132	22,524,176	23,199,901	109,436,217	1,019,097	1,060,604	1,114,947	1,159,995	4,354,644

Total units in RFP 937

Exhibit B

PROPOSAL PRICE FORM

PLEASE NOTE: SPLITTING/PORIONING THE PROPERTIES WITHIN THE PROPERTY GROUPS IS NOT PERMITTED

TERM & OPTIONS	PROPERTY MGMT. FEE (MONTHLY) (% of Gross Rents Collected)
Initial Term	
1 st - Option Term	
2 nd - Option Term	
3 rd - Option Term	
4 th - Option Term	

TERM & OPTIONS	ADDITIONAL FEE PER UNIT ADDED
Initial Term	
1 st - Option Term	
2 nd - Option Term	
3 rd - Option Term	
4 th - Option Term	

TERM & OPTIONS	PROPERTY MGMT. FEE (MONTHLY) (% of Gross Rents Collected) Added properties
Initial Term	
Initial Term	
1 st - Option Term	
2 nd - Option Term	
3 rd - Option Term	
4 th - Option Term	

Proposed Pricing Information for Additional Services

DESCRIBE SERVICES	RATE
	\$
	\$
	\$
	\$

The undersigned proposes and agrees to furnish the Services at the price(s) listed herein. This proposal is valid for the **Minimum Acceptance Period** set forth in the RFP.

Name of Business: _____

By: _____ Title _____

Must be signed by an individual who is authorized to bind the business

Exhibit C

SERVICE PROVIDER RESPONSIBILITY QUESTIONNAIRE

Name of Firm: _____

All proposers submitting proposals must include this completed Questionnaire.

Use: This Service Provider Responsibility Questionnaire form will be used to evaluate Provider strength, stability and integrity as a business concern.

Instructions: Complete all questions, sign and return this Questionnaire with your proposal.

Confidential: HACLA’s General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 7922.000.

1. How many years has your business been in business in California under its present business name and license number?

_____ Years

2. At any time in the last five years, has your business or any of your firm’s owners, officers or partners been in bankruptcy?

Yes No

3. Is your business currently a debtor in a bankruptcy case?

Yes No

4. At any time in the last five years, has your firm, or any business with which any of your firm’s owners, officers or partners was associated as an owner, partner or officer, been debarred, disqualified, removed or otherwise prevented from bidding on, or competing for, any government agency contract for any reason?

Yes No

5. At any time in the last five years, has your business been denied a contract award by a public agency based on a finding that your business was not a responsible bidder/proposer?

Yes No

6. Has your firm, or any of its owners, officers, or partners ever been found liable in a civil suit, or found guilty in a criminal action, for making any false claim or material misrepresentation to any public agency or entity?

Yes No

7. At any time during the last five years, has your firm, or any of its owners or officers been convicted of a state or federal crime involving the awarding of a government contract or the bidding/proposing or performance of a government contract?

Yes No

8. Has your business or any of its owners, officers or partners ever been convicted of a state or federal crime of fraud, theft, or any other act of dishonesty?

Yes No

By: _____ Title: _____
(print/type name)

Signature: _____

This Responsibility Questionnaire must be signed by the same person who signed the Proposal Price Form

Exhibit E

LIST OF SUBCONTRACTORS

Contractor certifies that it has investigated the eligibility of each Subcontractor listed below and has determined that none is debarred, suspended or otherwise ineligible to be awarded contracts by any agency of the United States Government or to participate in programs of the U.S. Department of Housing and Urban Development.

Company Name: _____

Business Information	Trade/Business
¹ Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ <input type="checkbox"/> check this box if subcontractor qualifies as Section 3 Business	
² Name: _____ Address: _____ City/State: _____ Contact Name: _____ Contact Phone Number: _____ Contact Email: _____ <input type="checkbox"/> check this box if subcontractor qualifies as Section 3 Business	

(Submit additional forms as needed) (Submit additional forms as needed)

Exhibit F

WORKFORCE PROFILE

(attached)

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
Property Management Services

RFP HA-2026-9-NF

CONTRACTOR WORKFORCE PROFILE

Please insert the information requested below for each permanent, full-time (eight hours or more per day) employee employed by the business.

OCCUPATION	MALE EMPLOYEES							FEMALE EMPLOYEES						
	Hispanic Or Latino	White	Black Or African American	Native Hawaiian Or Pacific Islander	Asian	American Indian Or Alaska Native	Two Or More Races/Race Unknown	Hispanic Or Latino	White	Black Or African American	Native Hawaiian Or Pacific Islander	Asian	American Indian Or Alaska Native	Two Or More Races/Race Unknown
Exec/Senior Mgrs..														
First/Mid-Level. Mgrs..														
Professionals														
Technicians														
Sales Workers														
Admin Support														
Craft Workers														
Operatives														
Laborers & Helpers														
Service Workers														
Totals														

Race and ethnic designations are those used by the Equal Employment Opportunity Commission, and do not denote scientific definitions of anthropological origins. Definitions of the race and ethnicity categories are as follows:

Hispanic or Latino - A person of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race.

White (Not Hispanic or Latino) - A person having origins in any of the original peoples of Europe, the Middle East, or North Africa.

Black or African American (Not Hispanic or Latino) - A person having origins in any of the black racial groups of Africa.

Native Hawaiian or Other Pacific Islander (Not Hispanic or Latino) - A person having origins in any of the peoples of Hawaii, Guam, Samoa, or other Pacific Islands.

Asian (Not Hispanic or Latino) - A person having origins in any of the original peoples of the Far East, Southeast Asia, or the Indian Subcontinent, including, for example, Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.

American Indian or Alaska Native (Not Hispanic or Latino) - A person having origins in any of the original peoples of North and South America (including Central America), and who maintain tribal affiliation or community attachment.

Two or More Races (Not Hispanic or Latino) - All persons who identify with more than one of the above six races.

Name of Business: _____ Total All Employees: _____

Total Male Employees: _____ Total Female Employees: _____

Exhibit G

SECTION 3 DOCUMENTATION

(Complete and submit if marked applicable)

For a fillable PDF version, see Section 3 Exhibit – PH Funding at www.hacla.org/forms

Attached:

Form 1: SECTION 3 ECONOMIC OPPORTUNITY PLAN

Form 2: SECTION 3 BUSINESS CONCERN SELF-CERTIFICATION

HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
SECTION 3 ECONOMIC OPPORTUNITY PLAN
Section 3 Regulation (24 CFR Part 75)

Section 3 of the Housing and Urban Development Act of 1968¹ ("Section 3") provides that economic opportunities, most importantly employment, generated by certain U.S. Department of Housing and Urban Development ("HUD") financial assistance must be directed to low- and very low-income persons, particularly those who are either recipients of government assistance for housing or residents of the community in which the Federal assistance is spent.

This solicitation and the resulting contract award is subject to compliance with Section 3 regulations pursuant to Public Housing Financial Assistance guidelines and/or HACLA's Section 3 Policy and Compliance Plan, which is available for viewing at www.hacla.org/section3. **HACLA places a particular importance on creating new job opportunities for Section 3 Workers and Targeted Section 3 Workers, including, providing them sufficient labor hours on the project. Awarded vendor will be required to meet or exceed the 25% and 5% labor hour benchmark, 30% new hire benchmark and any other commitments made herein or as imposed in the contract.**

As a participating Bidder/Proposer, please answer the questions and provide the requested information on the pages that follow and sign where indicated. **Subcontractors employed on the project must also complete these Section 3 forms, if feasible. Include your completed Section 3 forms, and the completed forms for each of your subcontractors with your bid/proposal. Failure to complete all information and/or submit all pages may result in a finding that your bid/proposal is non-responsive.**

If awarded a contract, you will be required to provide reports documenting your efforts to comply with the requirements of Section 3 and HACLA's Section 3 Policy and Compliance Plan, including hiring Section 3 Workers/Targeted Section 3 Workers and meeting the labor hour benchmarks (regardless of your hiring commitment or achievements). A copy of your completed Section 3 package will be included in the contract.

General questions and assistance in completing Section 3 forms can be directed to section3@hacla.org. Refer to the end of this document for definitions and guidance in completing this form.

HACLA IFB /RFP #: _____

Bid Amount: \$_____

PROJECT TITLE: _____

Name of Contractor/Service Provider

Contact Name and Title

Services Provided

Business Certifications²

Address

City/State/Zip Code

Phone

Email

¹ Section 3 is codified at 12 U.S.C. 1701u, as amended, and implemented at 24 CFR Part 75.

² Business certifications include Section 3, MBE/WBE/SBE

Bidder/Proposer Name: _____

1. **Does your Business qualify as a Section 3 Business Concern?** YES NO
 See page 5, Section 3 Business Certification form for qualifying criteria.

2. **Will you be using any subcontractors on this project?** YES NO
 Each listed subcontractor should also submit the EOP form with bids/proposals. All subcontractors (materials-only exempt) are subject to the Section 3 requirements, and it is the prime’s responsibility to include the Section 3 Clause in their subcontracts and monitor them for compliance.

Subcontractor Name	Trade	Subcontract Dollar Value	Business Certification

3. **WORKFORCE:**

Total Number of Workers and Labor Hours needed to complete the project:

Job Title / Classification	Total Estimated Labor Hours Needed to Complete the Work	Current Workforce #	Expected New Hires #

4. **If awarded a contract, how many Section 3 Workers and/or Targeted Section 3 Workers do you commit to hire? (minimum 30% new hire benchmark requirement)**

Job Classification/ Position	# of New Positions you commit to hire Section 3 and/or Targeted Section 3 Workers	Notes

Bidder/Proposer Name: _____

5. Please indicate the qualitative efforts you can engage in to provide Section 3 Workers and/or Targeted Section 3 Workers other economic opportunities, especially if you are not able to meet new hire requirements and/or HUD labor hour benchmarks:

Provide training or apprenticeship opportunities (24 CFR Part 75.15 (b) (2)). Specify:

Provide assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training (24 CFR Part 75.15 (b) (7)). Specify:

Provide Section 3 Workers financial literacy training and/or coaching (24 CFR Part 75.15 (b)(8)). Specify:

Provide other qualitative efforts consistent with 24 CFR Part 75.15 (b) (1-14) as noted below. Specify:

6. Labor Hour Benchmarks and Good Faith Efforts

Regardless of hiring or other economic opportunity commitments made in Parts 4 and 5 of this document, the bidder/proposer understands that it also needs to make good faith efforts to achieve the labor hour benchmarks established by HUD pursuant to 24 CFR Part 75.13 and report such labor hours pursuant to 24 CFR Part 75.15.

For purposes of Section 3, good faith efforts include, but are not limited to:

1. Engaged in outreach efforts to generate job applicants who are Targeted Section 3 workers.
2. Provided training or apprenticeship opportunities.
3. Provided technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
4. Provided or connected Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
5. Held one or more job fairs.
6. Provided or referred Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, child care).
7. Provided assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
8. Assisted Section 3 workers to obtain financial literacy training and/or coaching.
9. Engaged in outreach efforts to identify and secure bids from Section 3 business concerns.
10. Provided technical assistance to help Section 3 business concerns understand and bid on contracts.
11. Divided contracts into smaller jobs to facilitate participation by Section 3 business concerns.
12. Provided bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
13. Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
14. Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

Bidder/Proposer Name: _____

DEFINITIONS

A Section 3 Worker means any worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:

- a. The worker’s income for the previous or annualized calendar year is below the income limit established by HUD (includes residents of public housing);
- b. The worker is employed by a Section 3 business concern; or
- c. The worker is a YouthBuild participant.

A Targeted Section 3 worker for Public Housing Financial Assistance projects like this, means a Section 3 worker who is:

- a. A worker employed by a Section 3 business concern; or
- b. A worker who currently qualifies or when hired within the last five years qualified in **at least one** of the following categories:
 - (i) The worker is a resident of public housing or Section 8-assisted housing;
 - (ii) The worker is a resident of another project managed by HACLA; or
 - (iii) A YouthBuild participant.

A Section 3 Business Concern means a business concern that satisfies **at least one** of the following criteria within the last six-month period:

- a. The business is at least 51 percent owned and controlled by low- or very low-income persons;
- b. Over 75 percent of the labor hours performed for the business over the prior three-month period has been performed by Section 3 workers; or
- c. The business is at least 51 percent owned and controlled by residents who currently live in public housing or Section 8-assisted housing.

HUD INCOME LIMITS

Federal low- and very low-income limits are determined annually by HUD and are published at <https://www.huduser.gov/portal/datasets/il.html>

Income Eligibility Guideline: FY 2025 Los Angeles County HUD Income Limits

Los Angeles-Long Beach-Glendale, CA HUD Metro FMR Area

Low (80%) Income Limit	No more than \$84,850
------------------------	-----------------------

Bidder/Proposer Name: _____

HIRING PRIORITIES (PH Projects)

Employment and training opportunities created for this project shall be given to Section 3 Workers in the following order of priority:

- P1: To residents of HACLA's public housing project where the work is performed;
- P2: To residents of other projects managed by HACLA;
- P3: To participants in YouthBuild programs; and
- P4: To low- and very low-income persons residing within the Los Angeles metropolitan area.

LABOR HOUR BENCHMARK GOALS

- **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
- **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**.

SECTION 3 COMPLIANCE BENCHMARKS:

If awarded a contract, you will be required to demonstrate good faith efforts and provide evidence that you followed the hiring priorities and met or exceeded the following Section 3 Benchmarks:

1. **25 percent** or more of the total number of labor hours worked by all workers on the project are **Section 3 Workers**; and
2. **5 percent** or more of the total number of labor hours worked by all workers on the project are **Targeted Section 3 Workers**; and
3. **30 percent** of all New Hires are **Section 3 Workers**
4. **Section 3 Business contracting** goal of 10% for construction contracts and 3% for non-construction contracts.

Awardees will be required to engage in good faith efforts to satisfy their Section 3 Compliance Benchmarks, commitments made herein and report that data to HACLA as requested using Labor Hours Compliance Report Form.

See <https://www.hacla.org/en/contracts-and-procurement/section-3-and-mbewbe> for more information and guidance.

Questions about the program and assistance completing the form can be submitted to section3@hacla.org

Exhibit H

**CONTRACT FOR SERVICES BETWEEN
 HOUSING AUTHORITY OF THE CITY OF LOS ANGELES
 AND
 INSERT CONTRACTOR NAME**

NON-FEDERAL FUNDING

THIS CONTRACT (“Contract”) is made and entered into this insert start date (“Effective Date”), by and between the Housing Authority of the City of Los Angeles, State of California, a public body, corporate and politic (“HACLA”), and insert contractor name, (“Service Provider”). HACLA and Service Provider are hereinafter collectively referred to as the “Parties” and individually as a “Party.”

RECITALS

WHEREAS HACLA requires insert description of services (“Services”), to be performed at insert address that otherwise cannot be provided by regular employees of HACLA;

WHEREAS HACLA has determined that the most effective and feasible manner of obtaining such Services is by contracting for them;

WHEREAS using competitive proposal procedures, HACLA issued Request for Proposals (RFP) insert number for the Services;

WHEREAS Service Provider, who has been identified as being qualified to perform the obligations set forth in this Contract, submitted a proposal offering the Services on terms and conditions that are acceptable to HACLA;

WHEREAS the Board of Commissioners, by resolution adopted on insert date authorized HACLA to contract with Service Provider for said Services; and

WHEREAS HACLA and Service Provider desire to enter into this Contract for the Services upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants, benefits and promises herein stated, the parties hereto agree as follows:

Section 1. STATEMENT OF SERVICES

A. Scope of Services. Service Provider shall, in a manner satisfactory to HACLA, completely perform the Services set forth in the "Scope of Services" attached hereto as Exhibit 1, and in accordance with its proposal submitted in response to HACLA’s Request for Proposals (“Service

Provider's Proposal"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services attached hereto and the Service Provider's Proposal shall be referred for resolution to HACLA, whose decisions in such matters shall be final and binding on both parties.

B. Additional Services. Any work determined by HACLA to be necessary for the proper completion of the Services, but which is not included within the Scope of Services shall be considered "Additional Services." Only HACLA's Contracting Officer identified in the Notices section herein or his or her authorized designee may authorize Additional Services. The parties expressly acknowledge that any other HACLA employees are without authorization to order Additional Services or to waive contractual requirements of this Contract. Failure of the Service Provider to secure proper authorization for Additional Services shall constitute a waiver of all right to adjustment in the Maximum Cumulative Payment Obligation amount set forth herein, and Service Provider shall not be entitled to compensation for such unauthorized services. Any such approval of Additional Services by the Contracting Officer, as well as any other material change in the terms and conditions of this Contract, shall only be binding upon either party if confirmed in a written amendment to this Contract executed by both parties.

Section 2. SERVICE PROVIDER'S DUTIES, WARRANTIES AND RESPONSIBILITIES

A. Service Provider agrees to abide by and perform all the Services specified in this Contract and all exhibits and attachments thereto, which are incorporated herein by this reference. Service Provider shall provide, furnish, and supply all things necessary and incidental for the Services to be performed, including, but not limited to, provision of all necessary labor, materials, equipment and transportation, unless otherwise specified herein.

B. Service Provider warrants that it is free to enter into this Contract and is not subject to any obligation or disability which will or might prevent or interfere in fully keeping and performing all of the conditions to be kept and performed under this Contract.

C. Service Provider further warrants that it has not paid anyone for the purpose of entering into this Contract, and that entering into this Contract and performing the services hereunder will not constitute a conflict of interest. Service Provider further warrants that neither it, nor its agents or representatives, has offered or given gratuities in the form of entertainment, gifts, favors or other items or services of value to any officer or employee of HACLA with a view toward securing: (i) award of this Contract, (ii) amendment of the Contract after award, or (iii) favorable treatment of Service Provider by HACLA in the administration of the Contract or in the making of any determination with respect to Service Provider's performance of its obligations under the Contract.

D. Service Provider warrants that the Work to be performed hereunder shall be completed in a manner consistent with professional standards practiced among those firms within Service Provider's profession, doing the same or similar work under the same or similar circumstances.

E. Service Provider shall be responsible for any technical accuracy, timely completion of reports, and other services furnished by Service Provider under this Agreement. Service Provider shall, at no additional cost to HACLA, correct and/or revise any errors, omissions, or other deficiencies in its reports, calculations, and other services.

Section 3. FEES, PAYMENTS AND INVOICES

A. Fees for Contracted Services. For Service Provider's full and complete performance of its obligations under this Contract, HACLA shall pay Service Provider the fees set forth in the Schedule of Fees attached hereto as Exhibit 2 ("Contract Fees"). The Contract Fees are acknowledged to be fully burdened to include all direct costs, indirect costs and profit, and shall remain fixed for the entire Contract Term, including any option terms that may be exercised by HACLA.

B. Reimbursable Expenses. Applicable Not applicable.

If this section is applicable, the reimbursable expenses identified in the Fee Schedule are recognized as reimbursable expenses that may be reasonably and necessarily incurred in the performance of the Services. Reimbursable expenses are in addition to compensation for Basic and Additional Services and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$500.00 must be approved by HACLA, in writing and in advance of incurring the cost. HACLA does not reimburse for local travel costs, including but not limited to travel time from Consultant's office to HACLA's Office or project site. Local travel consists of travel within Los Angeles County and its immediate surrounding areas including but not limited to Orange County and Riverside County.

C. Maximum Cumulative Payment Obligation. Notwithstanding any other provision of this Contract to the contrary, HACLA's maximum cumulative payment obligation to Service Provider under this Contract shall be insert sum (\$insert dollar value).

D. Remittance. Unless otherwise stated in this Contract, HACLA will pay all properly invoiced amounts due to Service Provider within 30 days after receipt of such invoice, except for any amounts disputed by HACLA. The parties shall seek to resolve all such disputes expeditiously and in good faith. Service Provider shall continue performing its obligations under this Contract notwithstanding any such dispute. Without prejudice to any other right or remedy, HACLA reserves the right to set off any amount owing to it by Service Provider against any amount payable by HACLA to Service Provider.

E. Automated Deposit of Payments. Service Provider will be paid by Automated Deposit with a Financial Institution that is a member of the Automated Clearing House. Service Provider shall complete HACLA's Automated Deposit Form, which shall be submitted to HACLA prior to the performance of Services under this Contract.

F. Invoices. Service Provider shall submit invoices to HACLA for payment in arrears

of work being performed and not more frequently than once per calendar month. Service Provider's invoices shall specify the following: (i) name of person(s) performing the work; (ii) description of work and location where work was performed; (iii) dates of work performance; (iv) if billing by hourly increments, the number of hours of work performed and the applicable billing rate; (v) total amount due and payable; and (vi) Contract number assigned for Services. Request for reimbursement of reimbursable expenses, if authorized, shall be itemized and supported by documentation. Invoices shall be signed by Service Provider's authorized representative, whose signature attests to the fact that the invoice is true and accurate. Invoices may be emailed to Accounts.Payable@hacla.org or may be mailed to:

Housing Authority of the City of Los Angeles
2600 Wilshire Blvd, Finance Dept., 4th Floor
Los Angeles, California 90057
Attention: Accounts Payable

Section 4. CONTRACT TERM

A. This Contract shall commence as of the Effective Date and continue in full force and effect through insert date ("Contract Term") unless earlier terminated as provided elsewhere in this Contract or extended by written amendment to this Contract.

B. Option Terms. Option terms apply Option terms do not apply

If this paragraph is applicable, the following option terms apply:

(1) 1st Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("1st Option Term") by giving notice to the Service Provider prior to the expiration of the initial Contract Term.

(2) 2nd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("2nd Option Term") by giving notice to the Service Provider prior to the expiration of the 1st Option Term.

(3) 3rd Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("3rd Option Term") by giving notice to the Service Provider prior to the expiration of the 2nd Option Term.

(4) 4th Option Term. HACLA, at its sole discretion, may elect to extend the Contract Term for the period through insert date ("4th Option Term") by giving notice to the Service Provider prior to the expiration of the 3rd Option Term.

Section 5. INSURANCE

A. During the term of this Contract, Service Provider shall, at its own cost and expense, procure and maintain the insurance required by the RFP:

(1) Workers' Compensation (statutory)/Employer's Liability (HACLA and all HACLA instrumentalities as a certificate holder and no exclusions for lead or asbestos): \$1,000,000.

(2) Commercial General Liability: \$1,000,000.

(3) Automobile Liability: \$500,000.

(4) Errors and Omissions (Professional Liability) (HACLA and all HACLA instrumentalities as a certificate holder): \$1,000,000.

(5) Incidences involving cybersecurity under either a General Liability policy or a separate cybersecurity policy: \$1,000,000.

B. Additional Insured Status. HACLA, its Board of Commissioners, officers, employees, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations are to be covered as additional insureds for the Commercial General Liability coverage, Automobile Liability coverage, and Cybersecurity coverage with respect to liability arising out of the Work or operations performed by Contractor with levels of coverage no less than the coverage provided to Contractor. Wherever Contractor is required to name HACLA as an additional insured and/or certificate holder, the following information shall be included on the policy:

Housing Authority of the City of Los Angeles
Attn: Risk Management
2600 Wilshire Blvd.,
Los Angeles, CA 90057

C. Copies of Service Provider's insurance certificates and endorsements in effect as of the date of Contract execution are attached hereto as Exhibit 5. Service Provider is responsible for providing updated insurance records during the term of this Contract evidencing compliance with the above that shall supersede and replace those certificates and endorsements previously provided and which upon receipt by HACLA shall become a part of the Contract by this reference without further action required on the part of either party.

D. Service Provider shall be responsible for requiring indemnification and insurance as it deems appropriate from its consultants, agents and subcontractors, if any, to protect the Service Provider's and HACLA's interests, and for ensuring that such persons comply with any applicable insurance statutes. Service Provider shall provide HACLA with proof of compliance with this provision upon demand.

E. Except by agreement or instruction of HACLA in writing, Service Provider shall not

commence Services prior to the effective date of the insurance required to be furnished by Service Provider. Service Provider’s obligations to timely complete the Services shall not be changed by the effective date of such insurance.

Section 6. NOTICES

A. Any notices to be given pursuant to this Contract shall be in writing, and all such notices and any other document to be delivered shall be delivered by personal service or by deposit in the United States mail, certified or registered, return receipt requested, postage prepaid, and addressed to the party for whom it is intended as follows:

For HACLA:

Contracting Officer: Housing Authority of the City of Los Angeles
Attn: Suket Dayal, Chief Administrative Officer
2600 Wilshire Boulevard, 3rd Floor
Los Angeles, CA 90057

Contracts Dept.: Housing Authority of the City of Los Angeles
Attn: insert, Contract Administrator
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

Project Manager: Housing Authority of the City of Los Angeles
Attn: insert, Project Manager
2600 Wilshire Boulevard, 4th Floor
Los Angeles, CA 90057

For Service Provider:

To: insert information

B. Either party may, from time to time, by written notice to the other, designate a different address which shall be substituted for the one above specified. Notices, payments and other documents shall be deemed delivered upon receipt by personal service or upon deposit in the United States mail.

Section 7. SUBCONTRACTING

A. Service Provider and HACLA agree that Service Provider’s unique talents, knowledge and experience form a basis for this Contract and that the services to be performed by Service Provider under this Contract are personal in character. Therefore, Service Provider shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any

subcontractor not identified in Service Provider's Proposal unless approved by HACLA in a written instrument executed and approved by HACLA in writing. Neither party shall, based on this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

B. To the extent Service Provider is permitted by HACLA to subcontract any portion of this Contract or any duties or obligations hereunder, Service Provider shall remain fully liable and responsible for all acts and omissions of its subcontractors in connection with the Services, as if it engaged in the acts and omissions directly.

Section 8. HACLA'S RIGHTS AND REMEDIES IN GENERAL

A. All of HACLA's rights and remedies under the Contract are cumulative and shall be in addition to those rights and remedies available in law or in equity. Designation in the Contract of certain breaches as material shall not waive HACLA's authority to designate other breaches as material nor limit HACLA's right to terminate the Contract or prevent HACLA from terminating the Contract for breaches that are not material. HACLA's determination of whether there has been noncompliance with the Contract to warrant exercise by HACLA of its rights and remedies for default under the Contract, shall be binding on all parties. No termination or action taken by HACLA after such termination shall prejudice any other rights or remedies of HACLA provided by law or equity or by the Contract upon such termination, and HACLA may proceed against Service Provider to recover all liquidated damages and losses suffered by HACLA.

B. No action or failure to act by HACLA will constitute a waiver of a right afforded it under the Contract, nor will such action or failure to act constitute approval of or acquiescence in a condition or breach thereunder, except as may be specifically agreed in writing. No waiver by HACLA of any condition, breach or default will constitute a waiver of any other condition, breach or default; nor will any such waiver constitute a continuing waiver. No provision contained in the Contract shall create or give to third parties any claim or right of action against HACLA or Service Provider.

Section 9. CONFIDENTIALITY

A. During the Contract Term and at all times thereafter, Service Provider will: (a) hold all Confidential Information (defined below) in strict trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining HACLA's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with the Service Provider at least as protective as the provisions of this section. The provisions of this section shall survive the termination or expiration of this Contract. Service Provider will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Service Provider protects its own confidential or proprietary information of a

similar nature, and with no less than the greater of reasonable care and industry-standard care. HACLA owns all rights, title and interest in the Confidential Information. Upon HACLA's request and upon any termination or expiration of this Contract, Service Provider will promptly (a) return to HACLA or, if so directed by HACLA, destroy all Confidential Information (in every form and medium), and (b) certify to HACLA in writing that Service Provider has fully complied with the foregoing obligations.

B. Service Provider shall also comply with applicable State, Federal and HUD statutes, regulations, policies and procedures governing the gathering, use and protection of Confidential Information and security of system(s) including, but not limited to the federal Privacy Act of 1974 (5 U.S.C. § 552a).

C. "Confidential Information" means: (i) any information related to the business or operations of HACLA, including information relating to HACLA's personnel and users; and (ii) all financial, statistical, personal, technical and other data and information of HACLA (and proprietary information of third parties provided to Service Provider) which is designated confidential or proprietary, or that Service Provider otherwise knows, or would reasonably be expected to know, is confidential; (iii) Personally Identifiable Information or PII of HACLA's clients, users, applicants, participants, tenants and/or landlords, which consists of any information collected, stored and/or disseminated in the performance of this Contract that permits the identity of an individual to be directly or indirectly inferred, either alone or in combination with other easily accessible sources, including any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. Examples of PII include but are not limited to: name; personal identification number, such as social security number (SSN), passport number, driver's license number, taxpayer identification number, or financial account or credit card number; physical or email address information; and personal characteristics, including photographic images (especially of face or other identifying characteristic). Confidential Information does not include information that Service Provider demonstrates to HACLA's satisfaction that: (a) Service Provider lawfully knew prior to HACLA's first disclosure to Service Provider, (b) a third party rightfully disclosed to Service Provider free of any confidentiality duties or obligations, or (c) is, or through no fault of Service provider has become, generally available to the public.

D. If Service Provider receives a subpoena, public records act request, court order, or other legal document requiring release of Confidential Information or documents, or is informed that such an order is forthcoming, Service Provider will immediately provide notice to HACLA's designated contact person for this Contract in order to permit HACLA to seek a protective order or other similar order if appropriate.

E. Service Provider shall notify HACLA promptly and in writing upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with HACLA to protect such information. Service Provider shall further immediately report to HACLA any security incidents of which it becomes aware, such as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information in Service Provider's possession or

electronic interference with HACLA's operations. Service Provider shall make a report to HACLA not more than five (5) business days after learning of such use or disclosure, in which it shall identify to the extent known: (i) nature of the unauthorized use or disclosure; (ii) Confidential Information used or disclosed; (iii) who made the unauthorized disclosure or received unauthorized disclosure; (iv) what Service Provider has done to mitigate the negative effects; (v) what corrective action Service Provider has taken or shall take to prevent similar occurrences. HACLA will have the right to enforce this Contract by specific performance, as well as hold the Service Provider liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent.

Section 10. SECTION 3 COMPLIANCE

A. Service Provider shall comply with the requirements of HACLA's Section 3 Policy and Compliance Plan. Additionally, Service Provider shall satisfy its obligations set forth in its most recent Economic Opportunity Plan ("EOP") and supporting documents, which identify Contractor's Section 3 commitments, including, without limitation, hiring and/or training of Section 3 Workers or other Section 3 economic opportunities. Service Provider's Section 3 documentation is attached hereto as Exhibit 4 and incorporated herein by this reference.

B. Service Provider shall also ensure that its subcontractors satisfy their obligations as set forth in their respective EOPs, to the extent feasible. Service Provider shall include the Section 3 clause found at <https://www.hacla.org/en/contracts-and-procurement/forms-documents-and-policies> in all applicable subcontracts, revised as appropriate, but substantively the same, for each contract.

C. Service Provider shall submit periodic reports to HACLA demonstrating its efforts to hire Section 3 Workers, commitment achievements, and report labor hours consistent with Section 3 Benchmarks, as set forth in its EOP.

D. Service Provider's failure to comply with the requirements set forth in this Section 10 may subject Service Provider to the penalties for default under the Section 3 Policy and Compliance Plan, including monetary fines and debarment.

Section 11. RESERVED

Section 12. MISCELLANEOUS PROVISIONS

A. Successorship. Service Provider and HACLA acknowledge that the provisions of this Contract are binding upon the Parties, their employees, agents, heirs, successors and assigns.

B. Governing Law. This Contract shall be enforced and interpreted under the laws of the State of California without regard to conflict of law principles. In any action arising out of this Contract, Service Provider consents to personal jurisdiction, and agrees to bring all such actions, exclusively in state or federal courts located in Los Angeles County, California

C. Severability. If any provision or any part of a provision of this Contract shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable legal requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of this Contract, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

D. No Waiver. No waiver of any provision of this Contract shall be deemed, or shall constitute, a waiver of any other provision, whether similar, nor shall any such waiver constitute a continuing or subsequent waiver of the same provision. No waiver shall be binding unless executed in writing by the party making the waiver. Further, the failure of either Service Provider or HACLA to insist, in any one or more instances, on the performance of any of the obligations required by the other under this Contract shall not be construed as a waiver or relinquishment of such obligation or right with respect to future performance.

E. Amendments. This Contract may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

F. No Attorney Fees. In the event any action, suit or proceeding is brought for the enforcement of, or the declaration of, any right or obligation pursuant to the Contract or as a result of any alleged breach of any provision of the Contract, each party shall bear its own costs and expenses, including attorney fees, and any judgment or decree rendered in such a proceeding shall not include an award thereof.

G. Exhibits. All exhibits referred to in this Contract are incorporated herein by this reference.

H. Entire Agreement. The Contract, including all exhibits and other documents incorporated herein or made applicable by reference, constitutes the entire agreement of the parties concerning the subject matter hereof and supersedes all prior agreements, understandings and commitments, whether oral or written.

I. Binding Authority to Sign and Authorization. Each of the Parties to this Contract hereby represent that all necessary and appropriate actions of their governing bodies, as applicable, have been taken to make this Contract a binding obligation of each of the Parties hereto. The persons executing this Contract warrant that they are duly authorized to execute this Contract on behalf of and bind the Parties each purport to represent.

J. Survival. The provisions of this Contract which by their nature survive termination of this Contract or final completion, including all warranties, indemnities, payment obligations, and HACLA's right to audit Contractor's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

K. Counterparts. This Contract may be executed in counterparts, each of which shall

be deemed to be an original.

L. Legal Requirements; Permits, Codes and Licenses. Service Provider agrees to comply with all applicable federal and state laws, regulations and policies, as amended, including those regarding discrimination, unfair labor practices, anti-kick-back, collusion, and the provisions of the Americans with Disability Act (ADA), the Fair Labor Standards Act (FLSA), the Family and Medical Leave Act (FMLA), and all Occupational Safety and Health Administration (OSHA) regulations applicable to the work. Service Provider shall identify, secure and pay for all permits, fees, licenses and approvals necessary for the proper execution and completion of the Services.

M. Interpretation. Should interpretation of this Contract or any portion thereof, be necessary, it is deemed that this Contract was prepared by the parties jointly and equally and shall not be interpreted against either party on the grounds that the party prepared this Contract or caused it to be prepared. The captions and headings of the various articles and paragraphs of this Contract are for convenience and identification only and shall not be deemed to limit or define the content of the respective articles and paragraphs hereof.

N. Performance Evaluation. Service Provider's performance under the Contract, including any work performed by its subcontractors or others under the supervision or control of Service Provider, will be evaluated in accordance with HACLA's Service Provider Evaluation Form, a copy of which is available at www.hacla.org/forms (copy available upon request). Service Provider understands and agrees that HACLA may rely upon completed Service Provider Evaluation Forms in assessing Service Provider's qualifications, responsibility and ability to perform on future contracting opportunities with HACLA, and further, that an over-all assessment of "Unsatisfactory", may result in the Service Provider's disqualification or debarment from future contracting opportunities with HACLA.

[THIS SECTION INTENTIONALLY BLANK]

In executing this Contract, HACLA and Service Provider each individually represents that it has the necessary financial resources to fulfill its obligations under this Contract, and each has the necessary corporate approvals to execute this Contract, and to perform the services described herein.

IN WITNESS WHEREOF, HACLA and the Service Provider have executed this Contract on the day and year first above written.

Approved as to form

**HOUSING AUTHORITY OF THE
CITY OF LOS ANGELES**

By: _____
LEGAL COUNSEL

By: _____
SUKET DAYAL
Chief Administrative Officer

Name: _____

insert Service Provider name

By: _____
(Signature of Person Authorized To Sign)

(Printed Name of Person Authorized To Sign)

Title: _____

Exhibit 1

SCOPE OF SERVICES

DRAFT

Exhibit 2

CONTRACT FEES

DRAFT

Exhibit 3**HACLA'S CONTRACT GENERAL CONDITIONS FOR SERVICES****Non-Federal Funds Exceeding Simplified Acquisition Threshold****A. ALL CONTRACTS – REGARDLESS OF FUNDING SOURCE**

All Contracts for the delivery of Services, regardless of funding source utilized, are subject to the following contract terms and conditions:

Definitions

The following definitions are applicable to the Contract:

- (a) "Authority" or "HACLA" means the Housing Authority of the City of Los Angeles.
- (b) "Contract" means the contract entered into between HACLA and the Service Provider, including all formal changes by addendum, (if any), and contract modifications (if any), and all exhibits and attachments hereto, including these Contract General Conditions. "Contract" also includes Service Provider's Proposal submitted in response to HACLA's Request for Proposals and all exhibits and attachments thereto, Service Provider's Best and Final Offer (BAFO), if applicable, Service Provider's Section 3 Economic Opportunity Plan (EOP), and Service Provider's Insurance Endorsements.
- (c) "Day" means calendar days, unless otherwise stated.
- (d) "Service Provider" means the person or other entity entering into the contract with HACLA to perform all of the Services required under the Contract.

1. Changes. (a) HACLA may at any time, by written order, make changes within the general scope of the Contract in the services to be performed.

(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the Contract, or the time required for performance of any part of the work under the Contract, whether or not changed by the order, or otherwise affects the conditions of the Contract, HACLA will make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and will modify the Contract accordingly.

(c) The Service Provider must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if HACLA decides that the facts justify it, HACLA may receive and act upon a proposal submitted before final payment of the Contract.

(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing

in this clause shall excuse the Service Provider from proceeding with the Contract as changed.

(e) No services for which an additional cost or fee will be charged by the Service Provider shall be furnished without the prior written consent of HACLA.

2. Termination for Convenience and Default. (a) HACLA may terminate the Contract in whole, or from time to time in part, for HACLA's convenience or the failure of the Service Provider to fulfill the Contract obligations (default). HACLA shall terminate by delivering to the Service Provider a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Service Provider shall: (i) immediately discontinue all Work affected (unless the notice directs otherwise); and (ii) deliver to HACLA all information, reports, papers, and other materials accumulated or generated in performing the Contract, whether completed or in process.

(b) If the termination is for the convenience of HACLA, HACLA shall be liable only for payment for services rendered before the effective date of the termination.

(c) If the termination is due to the failure of the Service Provider to fulfill its obligations under the Contract (default), HACLA may (i) require the Service Provider to deliver to it, in the manner and to the extent directed by HACLA, any Work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, above; (ii) take over the Work and prosecute the same to completion by Contract or otherwise, and the Service Provider shall be liable for any additional cost incurred by HACLA; or (iii) withhold any payments to the Service Provider, for the purpose of off-set or partial payment, as the case may be, of amounts owed by HACLA to the Service Provider.

(d) If, after termination for failure to fulfill Contract obligations (default), it is determined that the Service Provider had not failed, the termination shall be deemed to have been effected for the convenience of HACLA, and the Service Provider shall be entitled to payment as described in paragraph (b) above.

3. Contract Following Termination. Upon termination, whether for cause or for convenience, the provisions of the Contract remain in effect as to any claim, indemnity obligation, warranties, guarantees, or other such rights and obligations arising prior to the termination date.

4. Contract Termination; Debarment. A breach of the Contract may be grounds for termination of the Contract and for debarment or denial of participation in future HACLA procurement opportunities.

5. Examination and Retention of Service Provider's Records. HACLA or any of its duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Service Provider's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

6. Reserved

7. Disputes. (a) All disputes arising under or relating to this Contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.

(b) All claims by the Service Provider shall be made in writing and submitted to HACLA. A claim by HACLA against the Service Provider shall be subject to a written decision by HACLA.

(c) HACLA will, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Service Provider, within 30 days after receipt of HACLA's decision, shall notify HACLA in writing that it takes exception to such decision, the decision shall be final and conclusive.

(d) Provided the Service Provider has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against HACLA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Service Provider has had a reasonable time to respond to a written request by HACLA that it submit a final voucher and release, whichever is earlier, then HACLA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.

(e) The Service Provider shall proceed diligently with performance of this Contract, pending final resolution of any request for relief, claim, appeal, or action arising under the Contract, and comply with any decision of HACLA.

8. Assignment of Contract. The Service Provider shall not assign or transfer any interest in the Contract; except that claims for monies due or to become due from HACLA under the Contract may be assigned to a bank, trust company, or other financial institution. If the Service Provider is a partnership, the Contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by HACLA. This Contract is freely assignable by HACLA and HACLA may, without Service Provider's consent but upon written notice to Service Provider, assign any or all of its rights in, to, or under this Contract, in whole or in part, to any person including, without limitation, to (i) any entity controlled by HACLA, or (ii) to any entity in which HACLA, or an entity controlled by HACLA, has an ownership interest, provided that in all such assignments the assignee assumes all obligations of HACLA under this Contract. Service Provider shall, upon request of HACLA or assignee, execute such documents as may be reasonably required to evidence the assignment.

9. Project Staff. Service Provider shall employ a complete and competent Project staff for the duration of the Work. Upon notice from HACLA requesting replacement of any Project staff member who is unsatisfactory to HACLA, Service Provider shall in a timely manner, but in no event longer than 3 days after notification, replace such member with a competent member satisfactory to HACLA. Failure by Service Provider to comply with the provisions of this paragraph shall entitle HACLA, at its option exercised in its sole discretion, to terminate this Contract or suspend the Work until Service Provider complies with this paragraph. All costs or damages associated with such termination or suspension shall

be borne by Service Provider, without adjustment in the contract amount or time for completion.

10. Organizational Conflicts of Interest. (a) The Service Provider warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of Services under the Contract and a Service Provider's organizational, financial, contractual or other interests are such that: (1) award of the Contract may result in an unfair competitive advantage; or (2) the Service Provider's objectivity in performing the Contract Services may be impaired.

(b) The Service Provider agrees that if after award it discovers an organizational conflict of interest with respect to the Contract or any task/delivery order under the Contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer, which shall include a description of the action which the Service Provider has taken or intends to take to eliminate or neutralize the conflict. HACLA may, however, terminate the Contract or task/delivery order for the convenience of HACLA if it would be in the best interest of HACLA.

(c) In the event the Service Provider was aware of an organizational conflict of interest before the award of the Contract and intentionally did not disclose the conflict to the Contracting Officer, HACLA may terminate the Contract for default.

(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the services to be performed is similar to the service provided by the Service Provider. The Service Provider shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

11. Inspection and Acceptance. (a) HACLA has the right to review, require correction, if necessary, and accept the work products produced by the Service Provider. Such review(s) shall be carried out within 30 days to not impede the work of the Service Provider. Any product of work shall be deemed accepted as submitted if HACLA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Service Provider.

(b) The Service Provider shall make any required corrections promptly at no additional charge and return a revised copy of the product to HACLA within 7 days of notification or a later date if extended by HACLA.

(c) Failure by the Service Provider to proceed with reasonable promptness to make necessary corrections shall be a default. If the Service Provider's submission of corrected work remains unacceptable, HACLA may terminate this contract (or the task order involved) or reduce the Contract price or cost to reflect the reduced value of services received.

12. Service Provider's Status. It is understood that the Service Provider is an independent contractor and is not to be considered an employee of HACLA, or assume any right, privilege or duties of an employee, and shall save harmless HACLA and its employees from claims suits, actions and costs of every description resulting from the Service Provider's activities on behalf of HACLA in connection with this

Agreement.

13. Reserved

14. Other Service Providers. HACLA may undertake or award other contracts for additional work at or near the site(s) of the Work under the Contract. The Service Provider shall fully cooperate with the other Service Providers and with HACLA employees and agents and shall carefully adapt scheduling and performing the Work under the Contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The Service Provider shall not commit or permit any act that will interfere with the performance of work by any other Service Provider or HACLA employee.

15. General Indemnification for Design Professionals.² (a) To the fullest extent permitted by law (including, without limitation, California Civil Code Section 2782), Service Provider shall defend (with legal counsel reasonably acceptable to HACLA) hold harmless and indemnify HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, whether or not involving a third party claim, which arise out of, relate to, or result from (i) the intentional act or failure to act or the negligent performance of Services under this Contract, or any part thereof, or (ii) any intentional or negligent act or an omission of Service Provider, and any of Service Provider's subcontractors, and anyone directly or indirectly employed or controlled by Service Provider or any of Service Provider's subcontractors in furtherance of, related to or during the performance of this Contract. Service Provider's obligations set forth above shall survive the expiration or termination of this Contract, as well as any Option Term.

(b) HACLA does not, and shall not, waive any rights that it may have against Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

16. General Indemnification for Service Providers Other than Design Professionals. (a) The Service Provider shall hold harmless, indemnify and defend HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations

² "Design Professional" refers to the entire range of professionals set forth in Civil Code §2782.8(c)(2): licensed architects, licensed landscape architects, registered professional engineers and licensed professional land surveyors.

(collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses (including without limitation reasonable attorney fees and costs), whether or not involving a third party claim, which arise out of, relate to, or result from (i) any breach of any representation or warranty of Service Provider contained in this Contract; (ii) any breach of any covenant or other obligation or duty of the Service Provider under this Contract or under applicable law; and/or (iii) any acts or omissions by Service Provider or subcontractor of any tier, in each case whether or not caused by the negligence of HACLA or any other Indemnified Party, and whether or not the relevant claim has merit. This indemnification provision shall not apply to any claims resulting solely from the gross negligence or willful misconduct of HACLA, HACLA's officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries, and related non-profit corporations, or the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations. The Service Provider's obligations set forth above shall survive the expiration or termination of the Term of this Contract, including any Option Term.

(b) HACLA does not, and shall not waive any rights that it may have against the Service Provider by reason of the acceptance by HACLA, or the deposit with HACLA, of any insurance policies or endorsements required pursuant to this Contract. This indemnification provision shall apply regardless of whether or not said insurance policies or endorsements are determined to be applicable to any claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses described above.

17. Indemnification for Patent and Copyright Infringement. (a) Service Provider shall defend (with legal counsel reasonably acceptable to HACLA), indemnify and hold harmless HACLA and its officers, employees, commissioners, servants, agents, successors, assigns, instrumentality entities, subsidiaries and related non-profit corporations, as well as the directors, officers, employees, commissioners, servants, agents, successors, and assigns of HACLA's instrumentality entities, subsidiaries, and related non-profit corporations (collectively, "Indemnified Parties") from and against all claims, actions, lawsuits, complaints, demands, damages, liabilities, losses, obligations, taxes, settlements, judgments, costs or expenses, including without limitation reasonable attorney fees and costs, that may at any time arise for any claim that the Work, or any part thereof, or the operation or use of the Work or any part thereof, constitutes infringement of any United States patent, copyright, trade secret, trade name, trademark, service mark or any other proprietary right of any person or persons now or hereafter issued.

(b) HACLA will give prompt written notice to Service Provider of any such action or proceeding and will reasonably provide authority, information and assistance in the defense of same. Service Provider shall keep HACLA informed of all developments in the defense of such actions.

(c) If HACLA is enjoined from the operation or use of the Work, or any part thereof, as the result of any patent or copyright suit, claim, or proceeding, Service Provider shall at its sole expense take reasonable steps to procure the right to operate or use the Work. If Service Provider cannot so procure such right within a reasonable time, Service Provider shall promptly, at Service Provider's option and at Service Provider's expense, (i) modify the Work so as to avoid infringement of any such patent or copyright or

(ii) replace said Work with Work that does not infringe or violate any such patent or copyright.

(d) Above paragraphs (a) and (b) hereof shall not be applicable to any suit, claim or proceeding based on infringement or violation of a patent or copyright (i) relating solely to a particular process or product of a particular manufacturer specified by HACLA and not offered or recommended by Service Provider to HACLA or (ii) arising from modifications to the Work by HACLA or its agents after acceptance of the Work.

(e) The obligations set forth in this Indemnification for Patent and Copyright Infringement clause shall constitute the sole agreement between the parties relating to liability for infringement or violation of any patent or copyright.

18. Ownership of Results/Work for Hire. (a) Any interest (including, but not limited to, property interests and copyright interests) of Service Provider or its subcontractors, in drawings, plans, specifications, studies, reports, memoranda, computational sheets or other documents (including but not limited to, electronic media) prepared by Service Provider or its subcontractors in connection with Services to be performed under this Contract shall become the property of and will be transmitted to HACLA at the conclusion of this Contract. Service Provider may, however, retain one copy for its files. Notwithstanding the foregoing, in the normal course of the Service Provider's activities, Service Provider shall have an unrestricted right to reuse its standard construction drawings, details, specifications and other related documents, including the right to retain electronic data or other reproducible copies thereof, and the right to reuse portions or the information contained in them which is incidental to the overall design of the Project.

(b) Any and all artworks, copy, posters, billboards, photographs, videotapes, audiotapes, systems designs, software, reports, diagrams, surveys, source codes or any original works of authorship created by Service Provider or its subcontractors in connection with Services performed under this Contract shall be Works for Hire as defined under Title 17 of the United States Code, and all copyrights in such works are the property of HACLA. In the event that it is ever determined that any works created by Service Provider or its subcontractors under this Contract are not Works for Hire under U.S. law, Service Provider hereby assigns all copyrights to such works to HACLA. With the prior written approval of HACLA, Service Provider may retain and use copies of such works for reference and as documentation of its experience and capabilities.

(c) After the completion of the Project, Service Provider shall not permit any reproductions to be made of any HACLA-owned documents without the written approval of HACLA and shall refer all requests for such documents by other persons to HACLA.

19. Warranty of Title. Service Provider warrants good title to all materials, supplies, and equipment incorporated in the Work.

20. Reporting Requirements. Service Provider, at such times and in such forms as HACLA may require, shall promptly and timely provide to HACLA such periodic reports as it may request pertaining to the Work undertaken pursuant to this Contract, the costs and obligations incurred or to be incurred in

connection herewith, and any other matters covered by this Contract.

21. Order of Provisions; Interpretation. (a) In the event of a conflict between the Contract and these Contract General Conditions, the Contract shall prevail. In the event of a conflict between the Contract or these General Conditions and any applicable state or local law or regulation, the state or local law or regulation shall prevail.

(b) With respect to the Contract, Addenda shall govern over other portions of the Contract to the extent specifically noted; subsequent Addenda shall govern over prior Addenda only to the extent specifically noted.

(c) The Contract may omit modifying words such as “all” and “any,” and articles such as “the” and “an,” but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement. The use of the word “including,” when following any general statement, shall not be construed to limit such statement to specific items or matters set forth immediately following such word or to similar items or matters, whether or not nonlimiting language (such as “without limitation,” “but not limited to,” or words of similar import) is used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such general statement.

(d) Whenever the context so requires, the use of the singular number shall be deemed to include the plural and vice versa. Each gender shall be deemed to include any other gender, and each shall include corporation, partnership, trust, or other legal entity whenever the context so requires. The captions and headings of the various subdivisions of the Contract are intended only for reference and convenience and in no way define, limit, or prescribe the scope or intent of the Contract or any subdivision thereof.

(e) Any claimed inconsistency between a HUD provision and HACLA’s provisions that supplement the HUD provision, HACLA shall have the sole power to decide which provision shall govern in the best interests of HACLA.

(f) If a claimed inconsistency cannot be resolved through the order of precedence, HACLA shall have the sole power to decide which document or provision shall govern as may be in the best interests of HACLA.

22. Accounting Records. Service Provider shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under the Contract in accordance with generally accepted accounting principles and practices.

24. Equal Employment Opportunity. Service Provider shall comply with all applicable equal opportunity and affirmative action laws, directives and regulations.

25. Section 3 Compliance Requirements. If the requirements of Section 3 are imposed herein, the regulations set forth at 24 CFR Part 75 and in HACLA’s Section 3 Policy and Compliance Plan will apply.

Exhibit 4

SERVICE PROVIDER SECTION 3 DOCUMENTATION

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Exhibit 5

SERVICE PROVIDER INSURANCE DOCUMENTATION

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