

KEY REQUEST FOR PROPOSAL DATES

RFP Issued: January 4, 2011

Pre-Proposal Conference: January 14, 2011

Written Questions Due: January 18, 2011

Business Profile, References, and Intent To Submit Proposals Due: January 21, 2011

Submit Proposal By: February 4, 2011

REQUEST FOR PROPOSALS (RFP) NO. NP-13835

NOTICE TO OFFERORS CALLING FOR PROPOSALS

**PROGRAM ADMINISTRATOR FOR CRA/LA COMMERCIAL RETROFIT
MUNICIPAL FINANCING DISTRICT PROGRAM**

The Community Redevelopment Agency of the City of Los Angeles (CRA/LA) has received a total of approximately \$7.5M in federal and state grant funds to establish the *Energy Upgrade Los Angeles* commercial building upgrade initiative, the goal of which is to catalyze holistic energy and water performance upgrades in Los Angeles' existing non-residential commercial buildings, and to accelerate the flow of private third-party capital to finance such projects at attractive rates.

The purpose of this RFP is to solicit proposals from qualified Firms or formal coalitions of Firms that can provide a comprehensive scope of services, including but not limited to:

- Assistance in the design and launch of the Program
- Development of all Program materials, forms, applications, and tools
- Conducting Phase 1 Scoping Assessments
- Subcontracting with outside firms to perform Phase 2 Assessments
- Management and administration of the Program throughout the Funding Period, working closely with building owners/managers, LADWP, So Cal Gas, and CRA/LA
- Management of reporting to the CRA/LA, California Energy Commission (CEC), Department of Energy (DOE), and other stakeholders

A detailed description of the scope of services is attached hereto as Exhibit A: Statement of Work.

This Program is being developed as part of the CEC's *Energy Upgrade California* program, a statewide effort to roll out aggressive utility incentive packages, pilot various innovative financing approaches, and establish a statewide web platform that connects

users to localized information about all of the relevant incentives, resources, and financing programs available (energy/water efficiency, and renewable energy).

Planned Program Offerings:

- Phase 1 Scoping Assessments¹ for qualifying properties regardless of size
- Phase 2 Investment Grade Assessment for qualifying *large* properties²
- Introductions to providers of capital (if requested by owner)
- Facilitated access to LADWP, So Cal Gas, State and Federal incentives
- Credit Enhancement to backstop Property Assessed Clean Energy (PACE) financings (\$2.5M total)³

As part of the funding agreement with the CEC, this Program will serve as a pilot for the “owner-arranged” PACE financing structure, through which individual commercial property owners can negotiate financing from private investors on terms, scale and schedule that best suits the project, and secure repayment through a voluntary contractual assessment that sits in first position on the building’s property tax bill. This structure is market-driven, and relies on sophisticated parties (mortgage holder, commercial property owner, retrofit lender) to negotiate the terms of each financing.

While a goal of the Program is to pilot the PACE financing structure, landlords accessing the Program’s Phase 1 and Phase 2 assessment incentives may employ any financing structure that suits their project, including but not limited to: self funding through existing budgets, loans, capital / equipment leases, power purchase agreements, energy service agreements, or any other viable financing structure.

A non-mandatory pre-proposal conference will be held on **January 14, 2011** at 10 a.m. (PST) at the CRA/LA Central Office (see Section 1.6. for further details).

The due date for submittal of proposals is **February 4, 2011**, not later than 2:00 p.m. (PST).

CAUTION: Late proposals shall be subject to the Late Proposals provision of this RFP (see Section 4.3.). All proposals shall be submitted in the format specified in this RFP.

Proposals may be mailed or hand delivered to the designated CRA/LA Department (see Section 2.1.4.).

No firm may withdraw its proposal for a period of 180 days after the date scheduled for receipt of proposals.

¹ See Exhibit A, Sections 2 and 3 for additional detail as to CRA/LA’s current expectations for what these Phase 1 and Phase 2 assessments will entail.

² “Large” properties are those greater than 50,000 square feet in gross building area, and / or with greater than 200kW base monthly electricity demand.

³ Management of this Credit Enhancement Facility will be handled by a third-party fiduciary, which may be contracted with outside of this agreement. Davis Bacon Act will (likely) apply to the implementation of projects that access the federally funded Credit Enhancement facility.

We look forward to receiving a proposal from your firm and invite any questions you may have regarding this RFP (refer to Section 2.4.).

Sincerely,

A handwritten signature in black ink, appearing to read 'D. Ahuja', is positioned below the word 'Sincerely,'.

Dushant Ahuja
Contracts and Purchasing Manager

To obtain more information about the CRA/LA, please visit our website at: <http://www.crala.org>.

PROPOSAL REQUIREMENTS & INSTRUCTIONS

1. TECHNICAL REQUIREMENTS

1.1. Business Profile, References & Intent to Submit Proposal Form

Complete for the prime (lead) consultant and for each proposed sub consultant. These forms (see Exhibit B) must be submitted no later than **January 21, 2011**. (Note: Business Profile, References & Intent to Submit Proposal Forms shall include information regarding the consultant's local/regional office that will be performing the proposed contract services).

1.2. Statement of Work and Minimum Qualifications

The scope of services required is described in detail in the Statement of Work and Minimum Qualifications, attached hereto as Exhibit A.

1.3. Schedule of Performance/Delivery

Services of the Consultant are expected to commence in March 2011 and be completed in March 31, 2012 unless extended per DOE guidance.

1.4. Type and Term of Contract

The CRA/LA anticipates award of a contract, with a not to exceed/firm fixed price for the services. The term of the contract will be for approximately 12 months. The Program is intended to serve as a model that can be replicated by interested local governments. Depending on opportunities for additional funding, this Program may be continued beyond the current Funding Period, and may be expanded to cover additional cities within Los Angeles County or elsewhere.

1.5. Insurance

1.5.1. Required Coverage. During the term of the contract, the selected firm or firms shall furnish and keep in full force and effect the types of insurance as specified in the Standard Terms and Conditions Exhibit C, (see Section 2.6), and as applicable, professional liability insurance and automobile liability insurance, as listed below:

1.5.1.a Workers' Compensation. In accordance with state compensation laws, the firm shall carry worker's compensation and employers' liability insurance for all persons employed in the performance of services under any contract awarded.

1.5.1.b General Liability (Bodily Injury and Property Damage). The firm shall carry general liability insurance (bodily injury and property damage) in an amount of not less than \$1,000,000.00 per occurrence with a \$2,000,000.00 aggregate, combined single limits prior to commencement of contract services. Such policy shall require thirty (30) days notice to the CRA/LA in writing prior to cancellation, termination or expiration of any kind. All General Liability insurance policies shall name the CRA/LA and the City of Los Angeles as additional insureds.

1.5.1.c Professional Liability (Errors and Omissions). The firm shall be required to carry professional liability (errors and omissions) insurance in limits to be determined by the CRA/LA's Risk Manager prior to the award of any contract.

1.5.1.d Automobile Liability Insurance. The firm may be required to carry automobile liability insurance in an amount to be determined by the CRA/LA's Risk Manager prior to the award of any contract or consistent with the State of California Financial Responsibility requirements, California Vehicle Code (CVC) 16020(a). Such policy shall require thirty (30) days notice to the CRA/LA in writing prior to cancellation, termination or expiration of any kind.

1.6. Non-Mandatory Pre-Proposal Conference

A non-mandatory Pre-Proposal Conference is scheduled for **Friday, January 14, 2011 at 10:00 a.m.**, to be held at:

The Community Redevelopment Agency
of the City of Los Angeles, California
1200 West 7th Street, 5th Floor - Conference Room 5058
Los Angeles, California 90017

The CRA/LA will not validate parking for attendance at this meeting. Please RSVP to Ben Feingold by e-mail at bfeingold@cra.lacity.org, or by telephone at (213) 977-1814.

[END OF SECTION 1]

2. PROPOSAL INSTRUCTIONS & CONTENT

2.1. Proposal Format

The CRA/LA desires succinct proposals addressing the specific information requested herein. All proposals shall be in the format described herein. To ensure that each proposal is reviewed and evaluated properly, it is important that each proposal follows the format with care. The proposal shall address all requirements in this RFP.

2.1.1. Organization. Statements shall be organized in the order presented in Section 2.5 and shall have tabs keyed to the requirements outlined in this Section. **Respondents to the RFP shall limit their submissions to no more than 15 double-sided 8-1/2"x11" pages.** Proposals shall be a straightforward delineation of the Respondent's capability to satisfy the intent and requirements of this RFP, and shall not contain redundancies and conflicting statements.

2.1.2. Proprietary Information. All proprietary information shall be identified as such by the respondent (Refer to Section 4.5: Restriction on the Disclosure of Data).

2.1.3. Copies. All submissions shall be marked "**COMMERCIAL RETROFIT MUNICIPAL FINANCING DISTRICT PROGRAM - RFP NO. NP-13835**". Submit one (1) Original (unbound and marked as "Original") and seven (7) copy sets (each may be bound), for a total of eight (8) sets. Also submit one (1) complete copy of your proposal on a CD (PDF format). Submissions shall be delivered in a sealed package not later than 2:00 p.m. (Pacific Standard Time) on **February 4, 2011** per Section 2.1.4.

2.1.4. Submittals. Proposals shall be mailed or delivered to:

The Community Redevelopment Agency
of the City of Los Angeles, California
1200 West Seventh Street, Suite 200
Los Angeles, CA 90017
Attn: Custodian of Records – RFP No. NP-13835

2.1.5. Electronic Submittals Unacceptable. Submission of proposals by facsimile or email is not acceptable.

2.1.6. On-Time Delivery. It is the sole responsibility of the firm submitting the proposal to see that it is delivered on time. Any proposal received after the time and date in paragraph 2.1.3. may be returned to the firm unopened. The firm is entirely responsible for the means of delivering the proposal to the appropriate location on time per Section 2.1.3.

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

2.1.8. Signature. The proposal must be signed in the name of the firm and must bear the signature of the person authorized to sign proposals on behalf on the firm.

2.2. Completion of Proposals

Proposals shall be completed in all respects as required by the instructions herein. A proposal may be rejected if it is conditional or incomplete, or if it contains alterations of form or other irregularities of any kind. A proposal will be rejected if, in the opinion of the CRA/LA, the information contained therein was intended to erroneously and fallaciously mislead the CRA/LA in the evaluation of the proposal.

2.3. Examination of Contract Documents

2.3.1. Firms shall thoroughly examine the contents of this RFP. The failure or omission of any firm to receive or examine any contract document, form, instrument, addendum, or other document shall in no way relieve the firm from obligations with respect to this RFP or to the contract to be awarded. The submission of a proposal shall be taken as prima facie evidence of compliance with this Section.

2.3.2. If the firm discovers any ambiguity, conflict, discrepancy, omission or other errors on the RFP, the firm shall immediately notify the CRA/LA of the error in writing and request modification or clarification of the document. Clarifications shall be given by written notice to all firms participating in the RFP, without divulging the source of the request for same. Modifications shall be made by addendum issued pursuant to Section 4.1.

2.3.3. If a firm fails to notify the CRA/LA of an error in the RFP before the date scheduled for submission of proposals, or of an error, which reasonably should have been known to the firm, the firm shall submit the proposal at its own risk. If the contract is awarded to the firm, the firm shall not be entitled to additional compensation or time by reason of the error or its subsequent correction.

2.4. Questions, Inquiries and Clarifications

2.4.1. Written Submittals. For full consideration, all questions, interpretations or clarifications, either administrative or technical must be requested in writing via email and received by the CRA/LA not later than 5:00 p.m.

(PST) by **January 18, 2011**. Phone Inquiries shall not be accepted.

2.4.2. Contact Individual. All requests for information or questions in connection with this RFP shall be sent via email to the individual named below prior to the cutoff time in 2.4.1. above:

Ms. Margie De La Rosa, Contracts Officer
mdelarosa@cra.lacity.org

2.4.3. CRA/LA Responses. All responses to questions, inquiries or clarifications will be issued in writing via email by the designated contact from CRA/LA. Firms shall be solely responsible for checking their email for any responses to questions and/or inquiries. THE CRA/LA WILL NOT MAIL ANY RESPONSES TO QUESTIONS, INQUIRIES OR CLARIFICATIONS. Oral statements regarding this RFP by any persons should be considered unverified information unless received from the contact individual referenced in section 2.4.2. To ensure a response, questions, inquiries or clarifications must be received in writing via email, by **January 18, 2011** per Section 2.4.1.

2.5. Proposal Content

2.5.1. Technical Proposal. The Technical Proposal shall address the following:

2.5.1.a. Cover Letter. Two (2) single-spaced pages maximum, signed by a principal or authorized officer of the proposing firm, summarizing the major points contained in the proposal, and providing the name, address, email address and telephone number of the key contact person.

2.5.1.b. Identification of Principal and/or Project Team. Identify the principal firm and contact person responsible for performing services for this project. Also identify a list of the key personnel who will be providing the services required in this RFP, including job title/classification of each. Identify the role of each key personnel and include professional resumes of each. The minimum information to be included in the resumes shall include the person's education, showing related certificates, degrees, schools and dates; work experience, showing previous employers, job titles and functions by calendar date (month/year) and by duration in months and years; and other information as relevant to the specific assignment.

2.5.1.c. Subcontractors/Subconsultants. Identify any subconsultants your firm will employ on this project and describe the scope of services each will perform, including the company name, address, contact person, telephone number and description of

services to be provided by each company. Include professional resumes of the key personnel who will be providing services for this project. The minimum information to be included in the resumes shall include the person's education, showing related certificates, degrees, schools and dates; work experience, showing previous employers, job titles and functions by calendar date (month/year) and by duration in months and years; and other information as relevant to the specific assignment.

2.5.1.d. Comparable Experience. Identify and describe other projects your firm has completed which are comparable to the services described in this RFP. Specifically, please describe:

- Similar projects that your firm has completed for private firm and/or public agencies
- Experience on similar projects with other Departments of the City of Los Angeles
- Describe your firm's past experience designing and managing similar programs and/or utility-sponsored programs.

2.5.1.e. Provide a brief description of any software or other tools your firm has developed that would streamline the Program workflow and maintain quality of work and applicant experience.

2.5.1.f. Process and Information. Describe your firm's capacity to manage the Statement of Work (Exhibit A) as defined in the RFP.

2.5.1.f.1. Describe how the firm / team satisfies the Minimum Qualifications described in Exhibit A, Section 2.

2.5.1.f.2. Provide comments on the Phase 1 and Phase 2 assessment Eligibility Criteria, Process Flows and Scopes of Work (Exhibit A, Section 3 and Section 4), specifically highlighting similarities and differences between the attached scopes of work and the firm's own approach.

2.5.1.h. Current Workload. Include a brief description of other public agencies or private sector clients with which your firm is currently involved in performing similar services required herein. Address the availability of your staff to provide services specific to this RFP in a timely manner over the term of the contract.

2.5.1.i. Schedule for Completion. Services of the Consultant are expected to commence in March 2011 and be completed by March 31, 2012 unless extended per DOE guidance. The majority of Program pre-launch activities as described in Scope of Work (Exhibit A), Section A, will be expected to be completed by April 30, 2011. Given these timing constraints and expectations, provide a proposed schedule with milestones, key tasks, and deliverables specified to perform the scope of services described in the Scope of Work (Exhibit A).

2.5.1.j. Conflicts of Interest. Describe any existing or potential conflicts of interest or any other problems that exist or may arise in performing the services within the areas described in this RFP.

2.5.2. Cost Proposal. Provide a fee proposal broken down as follows:

2.5.2.a. Detailed firm-fixed cost for pre-launch activities listed in Statement of Work (Exhibit A) Section A broken down by task (time + materials).

2.5.2.b. Detailed cost per project, cost per square foot, and/or time + materials fee proposals for ongoing Program activities conducted during the funding period listed in Statement of Work (Exhibit A), Section B.

- Further, break down this fee according to different volumes of projects/work that the program may generate (please state assumptions).

2.5.2.c. Specific funding structures and levels for Phase 1 and Phase 2 work will be set based on observable market pricing, bids received in response to this solicitation, and ultimately on negotiations between CRA/LA and the successful respondent.

2.5.2.d. If a qualifying project is successfully financed with third party capital, it is a condition of the Program that Phase 2 Contractors will be paid by the Owner through the financing proceeds – not by the Program – in order to cycle the Program funds in to more projects. The Program reserves the right to waive this requirement on a case by case basis if this requirement impedes the financing of a project.

2.5.2.e. Bonus fee per qualifying project undertaken and implemented.

2.5.2.f. If a qualifying project is not implemented due to a building owner's inability to secure funding/financing, Contractors approved under the Program will still be compensated for the Phase 2 analysis per the Program Participation Agreement.

2.5.2.g. As Program funding permits, the Program will directly fund Phase 1 work regardless of whether a project secures third party financing.

2.6. Standard Terms and Conditions

2.6.1. Compliance with CRA/LA's Standard Terms and Conditions (Rev. 01/08). The firm shall be required to comply with the CRA/LA's Standard Terms and Conditions. CRA/LA's Standard Terms and Conditions are attached as Exhibit C. All provisions of the CRA/LA's Standard Terms and Conditions shall be incorporated into the final contract, which may result from this solicitation.

2.6.2. Affirmative Statement of Review of Standard and Additional Terms and Conditions. Please review the CRA/LA's Standard Terms and Conditions (Exhibit C) and all other Additional Terms and Conditions including the California Energy Commission Special Terms and Conditions (Exhibit D), and the Federal Provisions (Exhibit F) contained in this RFP. If your firm accepts the provisions therein, provide a statement in your proposal similar to the following:

"We _____ (enter the name of your firm) have reviewed the CRA/LA's Standard Terms and Conditions (Rev. 1/08), (Exhibit C) and all other Additional Terms and Conditions including California Energy Commission Special Terms and Conditions (Exhibit D) and Federal Provisions (Exhibit E) set forth in this RFP No. NP-13835 and accept the provisions as outlined therein. We also understand and agree that by our acceptance of these terms and conditions we waive our right to negotiate any modifications or revisions to these terms and conditions.

Print Name and Sign

Print Title

Date

2.7. Exceptions or Deviations

State any exceptions to or deviations from the requirements of this RFP, segregating "technical" exceptions from "contractual" exceptions and/or proposed deviations to the Standard Terms and Conditions (Exhibit C) and/or Federal Provisions (Exhibit E). Any proposed alternative approaches to meeting the CRA/LA's technical or contractual requirements should be thoroughly explained.

2.8. Period for Acceptance of Offer

In compliance with this RFP, the firm agrees to perform the services as required herein at the prices and costs offered, if its offer (i.e., its Technical and Cost Proposals, collectively) is accepted by the CRA/LA within one hundred eighty (180) days from the due date of proposals, and the firm is selected for award by that date.

2.9. Affirmation Statement

The firm shall include a statement in its proposal that affirms the minimum period for acceptance as specified in Subsection 2.8 above.

2.10. Authorized Negotiators

The prospective firm shall include in its proposal, the names of individuals who are authorized to negotiate on its behalf with the CRA/LA in connection with this RFP. The prospective firm shall include the names, titles, email address and telephone numbers of the authorized negotiators.

[END OF SECTION 2]

3. EVALUATION AND SELECTION PROCESS

3.1. CRA/LA Evaluation Criteria

The CRA/LA will evaluate all proposals received in response to this RFP based on the following criteria:

- 3.1.1. Firm's past work experience and qualifications, as summarized in the Business Profile, References & Intent to Submit Proposal Forms (Exhibit B) and in the Firm's submitted proposal, that relates specifically to this RFP Scope of Work (Exhibit A). **(MAXIMUM 20 points)**
 - Experience designing energy efficiency programs, including development of forms, tools, and other materials
 - Recent experience working with or managing utility rebate / incentive / financing programs
 - Experience working in the commercial real estate sector
- 3.1.2. Firm's technical expertise with activities involving the specified services to be delivered per this RFP Scope of Work (Exhibit A). **(MAXIMUM 20 points)**
 - Firm staff credentialed as Certified Energy Auditors (CEA), Certified Energy Managers (CEM), Building Energy Modeling Professionals (BEMP), licensed architects, and/or other such relevant professional designations
 - Technical expertise to provide holistic building energy and water auditing, and identification of savings opportunities
 - Experience with Measurement and Verification of energy and water savings, project and program level
- 3.1.3. Firm's existing relationships with the local commercial real estate community, building contractors, LADWP, So Cal Gas, financial institutions, and industry associations. **(MAXIMUM 15 points)**
- 3.1.4. Firm's capability to provide services as described in the Scope of Work (Exhibit A) within timeframe set forth in Section 2.5.1.i. **(MAXIMUM 20 points)**
- 3.1.5. Firm's capacity to provide grant funding compliance and reporting. **(MAXIMUM 20 points)**
- 3.1.6. Firm's presence in the regional Los Angeles marketplace. **(MAXIMUM 5 points)**
- 3.1.7. Proposed costs and fees. **(MAXIMUM 20 points)**

3.2. Preliminary Evaluations and Shortlist

After review of the submitted Business Profile, References & Intent to Submit Proposal Forms, a list of the highest qualified firms (i.e., "short listed" firms) may be established. The CRA/LA may, at its discretion, schedule interviews with any of the short listed firms.

- 3.3. The CRA/LA may conduct discussions with offerors whose proposals have been determined to be within the competitive range. If the CRA/LA determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the CRA/LA may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. Therefore, the offeror's initial proposal should contain the offeror's best terms from a price and technical standpoint.

[END OF SECTION 3]

4. GENERAL NOTICES

4.1. Amendments to the RFP

- 4.1.1. Written Amendments. Any modifications to this solicitation shall be effected in writing and issued as an RFP Amendment Addendum by the CRA/LA's Contracts and Purchasing Department. If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged. Firms shall be solely responsible for checking their email for any RFP Addenda. THE CRA/LA WILL NOT MAIL ANY RFP ADDENDA.
- 4.1.2. Acknowledgement of Receipt. All interested firms shall acknowledge receipt of any amendment to this solicitation by including a statement in its proposal that it has received the amendment and identifying the amendment number, if any.

4.2. Services of Protest

- 4.2.1. Protest Submittals. Should a firm wish to file a protest to a solicitation issued by the CRA/LA for a proposed contract for acquisition of Professional & Technical services (including architectural and engineering services) or a protest to a proposed award or the award of such a contract, such protest shall be submitted in writing by certified mail to Dushant Ahuja, Contracts & Purchasing Manager **WITH A COPY TO** Calvin Hollis, Chief Operating Officer, Economic Development & Real Estate to the following address:

The Community Redevelopment Agency
of the City of Los Angeles, California
1200 West 7th Street, Suite 200
Los Angeles, CA 90017
Attention: Dushant Ahuja - RFP No. NP-13835

and copy to:

The Community Redevelopment Agency
of the City of Los Angeles, California
1200 West 7th Street, Suite 500
Los Angeles, CA 90017
Attention: Calvin Hollis - RFP No. NP-13835

- 4.2.2. Protest Content. Protests shall include the following information:

4.2.2.a. Name, address and telephone number of Protestor.

4.2.2.b. Solicitation number and title.

4.2.2.c. Detailed statement of the legal and factual grounds for the protest including copies of relevant documents.

4.2.2.d. Request for a ruling from the CRA/LA Statement as to form of relief requested.

4.2.3. Protest Filing Timelines. A protest based on alleged improprieties in a solicitation which are apparent prior to the closing date for receipt of proposals and/or qualifications statements, shall be filed either 1) prior to the closing date for receipt of proposals and/or qualifications statements; 2) five (5) calendar days after the notice of the award; and 3) In all other cases, protests shall be filed no later than ten (10) calendar days after the basis of the protest is known or should have been known, whichever is earlier, and in no event, no later than after the Los Angeles City Council approval.

4.3. Late Proposals

4.3.1. Late Proposals Not Considered. It is the responsibility of each firm responding to this solicitation to ensure that its proposal is received by the CRA/LA prior to the time specified in this RFP. Any proposal received by the CRA/LA after the exact time specified for receipt is "late" and shall be date and time stamped and not considered for award, unless it is received before award is made to another entity, the CRA/LA determines that accepting the late offer would not unduly delay the procurement; and

4.3.2. There is acceptable evidence to establish that it was received at the CRA/LA designated location for receipt of offers as described in Section 2.1.4. and was under the CRA/LA's control prior to the time set for receipt of offers; or

4.3.3. Is the only proposal received.

4.3.4. Acceptable evidence to establish the time of receipt at the CRA/LA includes the time/date stamp of the CRA/LA on the proposal wrapper, other documentary evidence of receipt maintained by the CRA/LA, or oral testimony of statements of CRA/LA personnel.

4.4 Confidentiality

All documents submitted to the CRA/LA are subject to the California Public Records Act ("CPRA"), and unless exempt from disclosure must be made available to members of the public upon request. However, upon specific written request by a respondent, specific documents submitted in response to this RFP may be kept confidential until the CRA/LA makes a public recommendation to the CRA/LA Board to proceed with a contract selection. In

addition, if a prospective firm believes that specific documents submitted as part of their response are exempt from disclosure under the CPRA, the prospective firm may mark the documents "Confidential," "Trade Secret," or "Proprietary." In the event the CRA/LA withholds any documents marked by the firm as "Confidential", "Trade Secret" or "Proprietary" and is required to defend an action under the Public Records Act with regard to a request for disclosure of any of the proposal documents marked "Confidential", "Trade Secret" or "Proprietary," the proposer by submitting and so marking such document agrees to defend and indemnify the CRA/LA from all costs and expenses of such defense, including reasonable attorney's fees of the CRA/LA or attorney's fees awarded by a court arising out of such action.

Notwithstanding the foregoing, the CRA/LA shall not be liable to any prospective firm for the disclosure of any documents submitted as part of this RFP.

4.5. Restriction on Disclosure of Data

Non-Disclosure Markings and Restrictive Legends. Prospective firms that include data or information in their proposals that they do not want disclosed to the public for any purpose or used by the CRA/LA except for evaluation purposes, shall:

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

4.5.2. Mark each sheet of data it wishes to restrict with the following legend: "Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal."

4.6. Contract Award

The CRA/LA intends to award a contract or contracts resulting from this solicitation to the responsible offeror(s) whose proposal(s) represents the best value after evaluation in accordance with the evaluation criteria in this solicitation.

4.7. Proposal Preparation Expenses

4.7.1. Liability for Expenses. The CRA/LA will not, in any event, be liable for any pre-contractual expenses incurred by the prospective firm. The prospective firm shall not include any such expenses as a part of the price proposed in response to this RFP.

4.7.2. Pre-Contractual Expenses. Pre-Contractual expenses are defined as expenses incurred by the prospective firm in (1) preparing the proposal in response to this RFP; (2) submitting and delivering the proposal to the CRA/LA; (3) discussing and/or negotiating with the CRA/LA on any matter related to this RFP; or (4) any other expenses incurred by the prospective offeror prior to the date of award, if any, of a proposed contract.

4.8. Modification or Withdrawal of Offeror's Proposal

4.8.1. Proposal Modifications. Proposal may be modified after its submission by written notice to the CRA/LA of withdrawal and resubmission before the date and time specified for receipt of proposals. Modifications will not be considered if offered in any other manner.

4.8.2. Proposal Withdrawals. Proposals may be withdrawn by submitting a written request to the CRA/LA at any time before the date scheduled for proposal submission. The firm may thereafter submit a new proposal before the proposal submission date. Proposals may not be withdrawn after the proposal submission date for a period of one hundred eighty (180) days.

4.9. Rejection of Proposals

Issuance of this RFP and receipt of proposals does not commit the CRA/LA to enter into any contract. The CRA/LA reserves the right to postpone opening of proposals for its own convenience, and to accept or reject any and all proposals received if such actions are in the CRA/LA's interest.

4.10. Right to Negotiate

The CRA/LA reserves the right to negotiate with other than the selected firm should negotiations with the selected firm be terminated. Moreover, the CRA/LA reserves the right to negotiate the terms and conditions of the final contract with more than one firm simultaneously, or to cancel all or part of this solicitation, when it is in the CRA/LA's interest to do so.

4.11. Approval of Contract

Any contracts resulting from this RFP will be subject to review by the Economic Development Administration ("EDA") and approval by the CRA/LA Board of Commissioners and the City Council of the City of Los Angeles, California.

4.12. Misunderstandings

The RFP documents will be clarified by the CRA/LA upon written request from the proposing firm. The CRA/LA's decision shall be final in any matter of interpretation of the documents.

4.13. Affirmative Action Plan

4.13.1. CRA/LA Policy. It is the policy of the CRA/LA to provide minority, women owned business enterprises, and other businesses (M/W/OBE's) with the opportunity to compete for and participate in the performance of all CRA/LA contracts. Any firm who is awarded a contract will be required to make its best efforts to recruit M/W/OBE's and enhance employment opportunities for minorities, women and others for subcontract opportunities created by any contract.

4.13.2. Business Profile, References & Intent to Submit Proposal Form. In accordance with the CRA/LA's Policies and Goals for Equal Opportunity and Affirmative Action, all respondents (the prime or lead consultant and each proposed sub consultant) are required to complete and return the enclosed Business Profile, References & Intent to Submit Form (Exhibit B) with its proposal.

4.13.3. Compliance with CRA/LA Policies. THE SELECTED FIRMS MUST COMPLY WITH THE EQUAL OPPORTUNITY AND AFFIRMATIVE ACTION PROGRAM POLICIES, LIVING WAGE, WORKER RETENTION, EQUAL BENEFITS, AND CONTRACTOR RESPONSIBILITY POLICIES, INSURANCE REQUIREMENTS, AND OTHER STANDARD TERMS AND CONDITIONS OF THE CRA/LA. These policies are available on the CRA/LA website at <http://www.crala.org>.

4.13.4. Sustainability is a core value of the CRA/LA. The CRA/LA expects all projects in Redevelopment Project areas to strive for the highest levels of energy and water efficiency; to increase use of clean/renewable energy; to increase use of recycled and locally-sourced materials; to reduce storm water runoff; to reduce demolition and construction-induced pollution and waste material generation; to improve indoor air quality and the health of occupants; and to reduce building operating costs through increased operation and maintenance efficiency.

4.13.4.a. CRA/LA also expects its vendors/consultants to strive for the highest levels of sustainability in its own business practices, such as procurement of renewable/recycled materials; procurement of locally-produced materials; use of biodegradable products; and use of energy efficient fleet or carbon offsets.

4.13.4.b. The CRA/LA's Healthy Neighborhoods Policy 2008 – Building Green & Sustainable Communities is a statement of commitment that affirms sustainability and environmental stewardship as core principles of the CRA/LA. These features in CRA/LA projects and vendors are not required, but will be considered favorably.

4.14. Additional Contract Requirements

4.14.1. Federal Terms and Conditions and Other City of Los Angeles Requirements. In the event specific work is either federally funded and/or funded in part with federal funds received through the City of Los Angeles to the CRA/LA, or other government agencies, the Federal Terms and Conditions, shall be applicable and/or the work to be performed shall be subject to any and all applicable City of Los Angeles Requirements, including, but not limited to, the City's Slavery Disclosure Ordinance (SDO).

Grant funding is being provided for the CRA/LA Commercial Retrofit Municipal Financing District Program by the American Recovery and Reinvestment Act (ARRA) through the California Energy Commission's State Energy Program and the City of Los Angeles' Energy Efficiency and Conservation Block Grant (EECBG) allocation, and as such, all selected contractors, including sub-contractors, will be required to comply with the applicable California Energy Commission Special Terms and Conditions and Federal provisions of the Subcontractor Flow-Down Requirements, which are attached hereto as Exhibit D and Exhibit E, respectively.

4.14.2. Slavery Disclosure Ordinance. This contract may be subject to the Slavery Disclosure Ordinance (SDO) in the future. If so, Contractor will be notified of the applicability by the City. Unless otherwise exempt in accordance with the provisions of this Ordinance, this contract is subject to the applicable provisions of the Slavery Ordinance, Section 10.41 of the Los Angeles Administrative Code, as may be amended from time to time.

Unless a specific exception applies, the Ordinance requires Contractor to complete an affidavit certifying that Contractor/Consultant has searched any and all records of its company regarding records of participation or investments in, or profits derived from Slavery, including Slaveholder Insurance Policies issued during the Slavery Era and to disclose such records and identify the names of any enslaved persons or slaveholders described in the records. Failure to fully and accurately complete the affidavit may result in termination of the contract.

The above SDO may be found on the City of Los Angeles' website at www.lacity.org/bca.

4.14.3. Disabled Veterans Business Enterprise

a. Should Military and Veterans Code sections 999 et seq. be applicable to

the Consultant, the Consultant will meet, or make good faith efforts to meet, the 3% Disabled Veterans Business Enterprises goals (or CRA/LA's applicable higher goals) in the award of every contract for Project work to be performed under this Contract.

- b. CRA/LA shall have the sole duty and authority under this Contract and each amendment to determine whether these referenced code sections are applicable to the Consultant and, if so, whether good faith efforts asserted by those contractors of the Consultant were sufficient as outlined in Military and Veterans Code sections 999 et seq.

4.14.4. Drug-Free Workplace Certification. The contract award may be subject to the applicable provisions of the Drug-Free Workplace Act of 1990 (Government Code section 8350 et seq.) and will provide a drug-free workplace by doing all of the following:

4.14.4.1. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code section 8355(a).

4.14.4.2. Establish a Drug-Free Awareness Program as required by Government Code section 8355(b) to inform employees about all of the following:

- a. the dangers of drug abuse in the workplace,
- b. the person's or organization's policy of maintaining a drug-free workplace,
- c. any available counseling, rehabilitation, and employee assistance programs,
- d. penalties that may be imposed upon employees for drug abuse violations occurring in the workplace, and

4.14.4.3. Provide as required by Government Code section 8355(c), that every employee who works on the proposed contract or grant:

- a. will receive a copy of the company's drug-free policy statement, and
- b. will agree to abide by the terms of the company's statement as a condition of employment on the Contract or grant.

4.14.5. Failure to comply with these requirements may result in suspension of payments under this Contract or termination of this Contract or both, and the Consultant may be ineligible for the award of any future state contracts if

CRA/LA determines that any of the following has occurred: (1) Consultant has made a false certification or, (2) Consultant violates the certification by failing to carry out the requirements as noted above.

[END OF SECTION 4]

5. RELATED EXHIBITS AND FORMS

5.1. Listed below are exhibits related to this RFP and forms that shall be completed and submitted with the firm's proposal:

5.1.1	Exhibit A	Statement of Work and Minimum Qualifications
5.1.2	Exhibit B	Business Profile, References, and Intent to Submit Proposal Form
5.1.3	Exhibit C	CRA/LA Standard Terms and Conditions
5.1.4	Exhibit D	California Energy Commission Special Terms and Conditions
5.1.5	Exhibit E Attachments 1-7	Federal Provisions re: Subcontractor Flow-Down Requirements ARRA Grant Funding
5.1.6	Exhibit F	Equal Benefits Certification
5.1.7	Exhibit G	Contractor Responsibility Questionnaire
5.1.8	Exhibit H	Living Wage Certifications (as applicable)

[END OF SECTION 5]

6. CHECKLIST – PROPOSAL SUBMISSION

6.1. When responding to this RFP for the CRA/LA Commercial Retrofit Municipal Financing District Program: (RFP No. NP-13835), please ensure you have completed and included the following in your proposal:

- Technical Proposal
- Cost Proposal
- Business Profile, References & Intent to Submit Proposal Form (Exhibit B)
- Affirmative Statement on Review and Acceptance of Standard Terms and Conditions (Exhibit C), California Energy Commission Special Terms and Conditions (Exhibit D), and Federal Provisions (Exhibit E) or provided written exceptions to any of the terms and conditions
- Federal Provisions (Exhibit E)
- Equal Benefits Compliance Form (Exhibit F)
- Contractor Responsibility Questionnaire (Exhibit G)
- Living Wage Certification (Exhibit H)
- Indicated Period for Acceptance of Proposal
- List of Authorized Negotiators for your firm
- Original (marked as "ORIGINAL") and seven (7) copies, total of eight (8) copies of your complete proposal plus a complete copy of your proposal on a CD in PDF format

DEADLINE DATE TO SUBMIT PROPOSALS IS:

February 4, 2011 by 2:00 p.m. (PST)

[END OF SECTION 6]