



California Affordable
Housing Initiatives, Inc.

June 10, 2015

Gentlemen/Ladies:

**SUBJECT: REQUEST FOR PROPOSALS (RFP) NO. 15-011
Development Plans for 2530 9th Avenue**

The California Affordable Housing Initiatives, Inc. invites proposals from qualified and experienced developers to provide development plans for 2530 9th Avenue, Oakland, California pursuant to the attached specifications.

Proposals will be accepted at 1801 Harrison Street, First Floor, Oakland, California until 10 a.m. (local time), August 21, 2015. Offers received after this date and time will be rejected without consideration.

Questions of a procedural nature may be directed to Kimberly Low at (510) 587-2128.

We look forward to receiving your proposal.

Sincerely,

Eric Johnson
Chief Executive Officer
California Affordable Housing Initiatives, Inc.
1619 Harrison Street, Oakland, CA 94612



California Affordable
Housing Initiatives, Inc.

REQUEST FOR PROPOSALS

(RFP) #15-011

DEVELOPMENT PLANS FOR 2530 9TH AVENUE

RFP Issued	June 10, 2015
Property Available for Viewing, Non-Mandatory	June 25, 2015 from 1:00-3:00 PM
Pre Proposal Conference, Non-Mandatory	July 8, 2015 @ 10:00 AM
Questions Due	July 17, 2015 @ 4:00 PM
Addendum Issued <i>(if applicable)</i>	July 23, 2015 by 5:00 PM
Proposal Due	August 21, 2015 @ 10:00 AM

California Affordable Housing Initiatives, Inc.

**c/o Contract Compliance & General Services (CCGS) Department
Oakland Housing Authority (OHA)
1801 Harrison Street, First Floor, Oakland, CA 94612
e-mail: CCGS@oakha.org**

Contact for this RFP:
Kimberly Low : 510-587-2128

**REQUEST FOR PROPOSALS (RFP) # 15-011
DEVELOPMENT PLANS FOR 2530 9TH AVENUE**

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Exhibit A: Scope of Project

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1. GENERAL INFORMATION

1.1 RFP Introduction.

California Affordable Housing Initiatives, Inc. ("CAHI"), a nonprofit affiliate of the Oakland Housing Authority, is soliciting proposals from Developers with the capacity to redevelop 2530 9th Avenue in the Bella Vista neighborhood in Oakland, California (the "Property").

CAHI's primary goal is to sell the Property to a developer with a demonstrated capacity to return the Property to an active residential use that will enhance the quality of life in the neighborhood surrounding the Property in a timely manner. CAHI's secondary goal is for the units to be affordable to lower- or moderate-income households.

The scope of the project is found in Exhibit A.

For further information and/or updates on this RFP or any other CAHI or Oakland Housing Authority project, go to the Authority website at www.oakha.net. Select "Business Opportunities", "Procurement", "Current Bid Openings" and "Active Bids". You may also find information through the DemandStar website at www.demandstar.com. Select the "View Bid Opportunities" link and then log in as an Onvia DemandStar member to access the document.

1.2 California Affordable Housing Initiatives, Inc. Reservation of Rights

- CAHI reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by CAHI to be in its best interests.
- CAHI makes no representation that any contract will be awarded to any firm responding to this RFP.
- CAHI reserves the right to retain all responses submitted and the responses shall become the property of CAHI.
- CAHI reserves the right not to transfer the Property pursuant to this RFP.
- CAHI reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- CAHI shall have no obligation to compensate any bidder for any costs incurred in responding to this RFP.
- CAHI shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a bidder or reject any bid submitted that does not conform to any of the requirements detailed herein.

- CAHI reserves the right to request clarification or for additional information from respondents.
- CAHI reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience.
- CAHI reserves the right to negotiate the price to be paid by the selected respondent.

2. PROPOSAL SUBMISSION REQUIREMENTS

To properly evaluate each offer received by CAHI, all proposals submitted in response to this RFP must be formatted in accordance with the "Proposal Format" described in the section below. None of the proposed services may conflict with any requirement CAHI has published herein or has issued by addendum.

CAHI shall not be liable for any expense incurred in relation to the preparation or submittal of purchase proposals. Expenses include, but are not limited to, expenses preparing the proposal or related information in this RFP; negotiations with CAHI on any matter related to the Proposals; and costs associated with interviews, meetings, travel or presentations. Additionally, CAHI shall not be liable for expenses incurred as a result of CAHI's rejection of any proposals made in response to the Proposals.

Should the respondent have concerns about meeting any of the requirements, the respondent shall include a clearly labeled subsection with individual statements specifically identifying the concerns and expectations.

2.1 Proposal Format

To provide objective criteria that can be used in determining various respondents' abilities, please address the following items in the order presented.

Submissions must clearly address all of the requirements outlined in this Request for Proposals (RFP). Respondents are encouraged to submit concise proposals however a maximum page limit will not be enforced. A company qualification brochure data may be added as an attachment at the end of the Proposal.

A. Purchase Offer – Price and Terms – 18 Points

CAHI is seeking a fair market purchase price due at close of escrow and land transfer. The purchase price shall be a guaranteed fixed payment that is not contingent on project performance or completion.

CAHI intends to retain the successful respondent(s) pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value", in that

CAHI will consider factors other than price in making the award decision).

The proposal must also indicate whether there are any costs, such as broker commissions, to be paid by CAHI which would reduce the overall net proceeds. CAHI does not have the Property listed with a broker.

B. Development Proposal – 18 Points

Provide a preliminary development narrative, proposal and layout for the Property to include whether the development intent is to rehabilitate the existing building or demolish the building and construct new housing on the site.

The plan should include whether the property will be developed as rental or homeownership housing and the target market for the units (i.e. low- and/or moderate-income households between 0% - 140% AML or unrestricted market-rate).

Specific requirements under this section include:

- Design Concept
 - a. Design Narrative: Indicate substantial rehabilitation or new construction, describe the proposed development program and design, and project statistics such as unit mix, gross building square footage, number of parking spaces, and building height.
 - b. Site Plan: For new construction, show the relationship of the proposed and surrounding buildings, open space, streets, access paths, and parking layout.
 - c. Building Elevation and First Floor Plan: Provide a conceptual building elevation and first floor plan that includes any contemplated residential common areas and commercial space, if applicable.
 - d. Green Building: Describe proposed green building methods, materials, and techniques that will be applied including the targeted green building certification.
- Community Benefits
 - a. Describe the approach to engage with Oakland-based small,

local and emerging professional and construction-related businesses including minority-, women-, and veteran-owned firms.

- b. Describe the approach to provide economic opportunities to low- and very low-income persons residing in the City of Oakland.
- Financial Proposal
 - a. Financing Plan: Submit a financing plan that details the proposed method of site control, the purchase offer, the closing costs, the targeted resident population, the proposed housing tenure (for sale or rental), and a summary of the proposed financing. If respondent will not accept the closing costs as described in "Closing Costs", then provide a different allocation for payment of the costs.
 - b. Project Pro Forma: Submit a project pro forma that includes a detailed development budget of project costs, all projected sources of debt and equity financing and their terms, unit mix, projected sales prices or rents (as applicable), target resident population, rent roll (if applicable), and 30-year operating cash flow (if applicable).

C. Affordable Units – 10 Points

Specify the number of affordable units to be included, if any, the depth of affordability, and the term of the income restrictions that the respondent is willing to commit to.

D. Relevant Development Experience– 18 Points

Provide a summary of experience developing projects that required interaction with a broad range of interested parties from both the public and private sectors.

The following information is required by each key member of the development team:

- 1) Owner / Developer
 - a. Developer Entity: Identify and describe the legal entity or entities what will develop the Property. Include each entity's name, mailing address, email address, contact phone number, type of organization (i.e. 501(c)3, LLC, etc.), anticipated role, and anticipated

percentage ownership in the proposed project.

- b. Authorized Personnel: Identify person(s) with the authority to represent and make legally binding commitments for each entity.
- c. Key Personnel: Identify and describe the key personnel for each developer entity, including the person in charge of negotiations. Provide a resume for each individual.
- d. Development Experience: Include a list of all projects developed by each developer entity over the last ten (10) years with an indication of the current status of each project.
- e. Comparable Projects: Highlight and describe comparable projects of each developer entity has completed within the last ten (10) years. Include dates of completion, location, size of project, land use, construction type, total development cost, financing sources, target resident population (if applicable), any innovative aspects or features, and the role of the respondent in each development.
- f. Photographs: Include photographs of each of the past or current comparable projects described above.
- g. Green Building: Describe each developer entity's experience with green building methods, techniques, and certification programs.
- h. Real Estate Portfolio: Provide a comprehensive list of all of the real estate projects either owned or managed by each developer entity listing the following for each project: name, type, location (city, state), number of units, date completed, total development cost, role, and ownership interest.
- i. A minimum of five (5) references with names, affiliations, phone numbers, and email addresses. At least one reference should be a financial institution and one should be a public agency.

2) Design Team

- a. Lead Architect(s): Identify the firm and provide information about the lead architect including but not limited to an individual and firm resume and contact information.
- b. Recent Experience: Include a list of all projects developed by the Lead Architect(s) over the last ten (10) years and the current status of each project.
- c. Comparable Projects: Highlight and describe comparable projects completed by the Lead Architect(s) within the last ten (10) years. Include completion date, location, land use, size of project, construction type, and total development cost.
- d. Green Building Experience: Describe green building design and certification experience and list of current LEED professionals among the Key Personnel, if any.
- e. Photographs: Include photographs of the interiors and exteriors of each of the past or current projects described above.
- f. A minimum of three (3) client references with primary contact names, affiliations, title, phone numbers, and email addresses.

3) Other Members of the Development Team

- a. Description: Identify other critical development team members such general contractor, property management agent, or marketing agent. Include the name of the firm, the firm's role, the lead staff person with each firm, the firm's specific experience with comparable projects to that which is being proposed over the last ten (10) years, and a firm resume as well as a resume of the lead staff person.

E. Development Timeline – 18 Points

Include a development timeline that must include, but is not limited to, the following milestones.

- 1. Due Diligence
- 2. Schematic Design

3. Environmental Review
4. Entitlements
5. Design Development
6. Construction Documents
7. Assemble Financing (must be consistent with the Financing Plan)
8. Start Construction
9. Complete Construction

F. Respondent's Financial Strength and Capacity – 18 Points

Include any applicable financial information that can assist CAHI in determining how efficiently the respondent can secure the necessary financing to execute the development plan for the Property.

Provide a statement of respondent's financial capacity to undertake the development and access equity and debt in a timely manner.

Provide a separate submittal (marked "Confidential") of one set of audited financial statements for the past two fiscal years of each legal entity that will be engaged in developing and/or owning the Property.

2.2 Disclosures

Please provide answers to the following questions on official letterhead, signed by the authorized personnel for the respondent:

- **Litigation or Disputes:** Is the respondent, proposed guarantor, or any named individual in the RFP involved in any litigation, administrative proceeding, investigations or disputes (actual or pending, or which have occurred in the last five years) that could result in a financial settlement having a materially adverse effect on the ability to execute a project? If yes, please explain.
- **Bankruptcy of Foreclosure:** Has the respondent, proposed guarantor, or any named individual in the RFP ever filed for bankruptcy or any named individual ever filed for bankruptcy or had projects that have been foreclosed, or transferred to a creditor in lieu of foreclosure? Has the respondent, proposed guarantor, or any named individual renegotiated or refinanced permanent project-related debt which resulted in a relaxation of either financial or other covenant or other terms and conditions of existing debt on the project? If yes, please list the dates and circumstances.
- **Suspension:** Indicated whether the respondent or individuals

within the proposed development entity have been suspended from performing work for any governmental agency within the past five years. If so, please explain the nature of the suspension.

If the answer is yes to any of these questions, CAHI may follow-up for additional information from the respondent.

2.3 Other Documents:

Exhibit A. Scope of Project

Exhibit B. Insurance Requirements

Exhibit C. Addendum Acknowledgement Form (if applicable)

All applicable addendum acknowledgement form(s) must be submitted with the proposal. (See Exhibit C for a sample.)

3. PROCESS FOR SELECTING CONTRACTOR

3.1 RFP Timeline. The following are proposed dates relating to this developer selection process:

June 10, 2015	RFP issued.
June 25, 2015	Non-Mandatory property viewing between 1:00 PM and 3:00 PM at 2530 9 th Avenue, Oakland, CA 94606.
July 8, 2015	Non-Mandatory Pre-Proposal Conference at 10:00 AM at 1801 Harrison Street, First Floor, Oakland, CA.
July 17, 2015	Questions submitted by E-Mail due by 4:00 PM.
July 23, 2015	Responses to questions and Addendum issued and posted on the Oakland Housing Authority website by 5:00 PM.
August 21, 2015	Proposals due by 10:00 AM. To be submitted to Contract Compliance and General Services (CCGS) at 1801 Harrison Street, First Floor, Oakland, CA 94612. Proposals must be delivered by this deadline; postmarks will NOT be accepted.

3.2 Property Viewing. A non-mandatory property viewing will be held on Thursday, June 25, 2015, between 1:00 PM and 3:00 PM at 2530 9th Avenue, Oakland, CA 94606.

3.3 Pre-Proposal Conference. A non-mandatory pre-proposal conference will be held on Wednesday, July 8, 2015 at 10:00 AM at 1801 Harrison Street, First Floor, Oakland, CA 94612.

3.4 Questions/Answers. All questions must be submitted by E-mail no later than Friday, July 17, 2015 by 4:00 PM. All questions will be answered in an addendum issued on Thursday, July 23, 2015, and posted on the Oakland Housing Authority website by **5:00 PM**. (Oakland Housing Authority website at www.oakha.net/ Select Business Opportunities/ Procurement / Current Bid Opportunities / Active Bids / Select the desired Bid#).

No questions will be responded to after the question and answer period has expired.

Questions are to be submitted to:

**California Affordable Housing Initiative
c/o OHA Contract Compliance & General Services Office
1801 Harrison Street, First Floor
Oakland, CA 94612
Phone: (510) 587-2166 /Fax: (510) 587-2124
E-mail: CCGS@oakha.org**

A. Addendum

CCGS will respond to all inquiries in writing, by addendum, and will release the information to all prospective respondents (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, CCGS will NOT conduct any *ex parte* conversations (substantive conversation—"substantive" meaning, any discussion or exchange between any CAHI and Oakland Housing Authority staff and a prospective respondent that does or may contain fundamental or relevant information regarding any portion of the RFP or solicitation process, when other prospective respondents are not present) that may give one prospective respondent an advantage over other prospective respondents. This will not bar prospective respondents from contacting CCGS, however, CCGS will limit communication with prospective respondents to information already contained in the solicitation documents.

CCGS will not provide verbal responses to any inquiries made by prospective respondents. Instead, CCGS staff will direct respondents to submit all questions in writing and will provide a copy of the question and response to all Respondents through a written addendum.

3.5 Proposal Due Date. Responses to this solicitation will be accepted in Oakland Housing Authority's Contract Compliance and General Services (CCGS) Office until **Friday, 10:00 AM on August 21, 2015.**

Respondents must provide **one (1) original copy, clearly marked "ORIGINAL," and three (3) copies clearly marked "COPY,"** of the required submission. These must be submitted in envelopes or boxes marked **"RFP #15-011 Development Plans for 2530 9th Avenue."** Late proposals will not be accepted; postmarks will not be considered in determining if a proposal is submitted on time. Proposals will be date and time stamped by CCGS staff and a receipt provided for the proposal. Proposals will be accepted at:

California Affordable Housing Initiative
 c/o Contract Compliance & General Services Office
 Oakland Housing Authority
 1801 Harrison Street, First Floor
 Oakland, CA 94612

Submission Responsibilities

It shall be the responsibility of each respondent to be aware of and to abide by all dates, times, conditions, requirements and specifications required by this RFP. By virtue of completing, signing and submitting the completed documents, the respondent is stating his/her agreement to comply with the all conditions and requirements set forth within those documents. Written notice from the respondent not authorized in writing by CCGS to exclude any of the CAHI requirements contained within the documents may cause that respondent to not be considered for award.

3.6 Evaluation Criteria.

The following criteria will be used to evaluate all proposals:

Points will be assigned to each of the criteria listed below. The evaluation team will make a recommendation to CAHI's Board of Directors. Final selection will be made by CAHI's Board of Directors. **Total points possible: 100**

A developer selection, if made, will be to the respondent(s) that receives the highest overall number of points in accordance with the stated evaluation criteria.

A description of the required Proposal Submission Format is set out at Section 3.1.

No.	Criteria	Points
1.	Purchase Offer	18
2.	Development Proposal	18

3.	Affordable Units	10
4.	Relevant Development Experience	18
5.	Development Timeline	18
6.	Financial Strength and Capacity	18
	Total Points Possible	100

3.7 Selection Process.

CAHI will conduct the evaluation process. During the evaluation process, CAHI reserves the right to request clarification or additional information from individual respondents and to request some or all respondents to make presentations to CAHI staff or others.

Each proposal will be independently analyzed by members of an evaluation team. The evaluation team will determine how the respondent's qualifications, experience and capabilities meet the CAHI's needs. CAHI may require a respondent to submit additional materials to supplement its proposal. The selection will be the sole responsibility CAHI. CAHI reserves the right to reject any and all proposals, and shall select a developer based on the most advantageous conditions for CAHI.

A. Initial Evaluation for Responsiveness

Each proposal received will first be evaluated for responsiveness (e.g., submits the required forms). CAHI reserves the right to reject any proposals deemed by CAHI not minimally responsive and to waive any minor informalities it deems so (CAHI will notify such respondents in writing of any such rejection).

B. Evaluation Committee

CAHI anticipates that it will select a minimum of three people to serve on a committee to evaluate each of the responsive proposals submitted in response to this RFP. PLEASE NOTE: No respondent shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a respondent does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As indicated in this document, the designated CCGS staff member is the only person at CAHI and the Oakland Housing Authority that the respondents may contact pertaining to this RFP. Failure to abide by this requirement may (and

most likely will) cause such respondent(s) to be eliminated from consideration for selection.

C. Evaluation

The appointed evaluation committee, independent of CCGS, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Criteria.

D. Potential "Competitive Range" and "Best and Finals" Negotiations

CAHI reserves the right to conduct "Best and Finals" Negotiations, which may include oral interviews with all respondents deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such, in writing, by CAHI in as timely a manner as possible, but in no case will it be longer than 10 days after the beginning of such negotiations with the contractors deemed to be in the competitive range.

1. Determination of Top Ranked Respondent

All points are awarded by the evaluation committee. The committee's scores (points) will determine the final ranking. The final ranking will then be forwarded by CCGS to the CAHI Board of Directors for approval.

2. Notice of Results of Evaluation

Upon completion of the evaluation and internal approval processes (even if the contract has not yet been awarded or board approval is pending), all respondents will receive, by e-mail, a Notice of (tentative) Results of Evaluation.

3. Restrictions

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a respondent entity will be excluded from participation on the evaluation committee. Similarly, all persons having ownership interest in and/or contract with a respondent entity will be excluded from participation on the evaluation committee.

4. CONTRACT REQUIREMENTS

4.1 Contractor Requirements

The developer selected must have the capacity to deliver the project as proposed and must possess the appropriate business license.

All work performed pursuant to this RFP must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

4.2 Insurance Requirements

Prior to award, the successful Respondent will be required to provide the proper license documents and insurance certificates. A sample of CAHI's insurance requirements is attached hereto. See California Affordable Housing Initiatives, Inc. Insurance Requirements for Contractors attached as Exhibit B. The insurance requirements will be negotiated as a part of the DDA.

Indemnification. The Developer shall purchase and maintain, for the duration of the contract, insurance against any loss or claims for injuries to persons, animals or damages to property which may arise from or in connection with the performance of the work by the contractor, his agents, representatives, or employees.

Fidelity Bond. The successful respondent will be required to provide a fidelity bond covering the successful respondent's employees against dishonest or fraudulent activities, while on the Property as a result of working under the resultant agreement, in the amount of \$10,000 for each employee or an umbrella bond of \$25,000.

Additional Insured Party. As a condition of the contract, Developer will be required to provide a valid certificate of insurance and to submit copies of the insurance certificates naming CAHI as an additional insured party.

4.3 Contract Award

A. Negotiations

Once proposals have been evaluated and ranked, CAHI will use the contract negotiation process to obtain the most highly qualified respondent at a fair and mutually agreed-to price.

CAHI reserves the right to enter into discussions with the Developer whose proposal is deemed most advantageous and in the CAHI's best interest for the purpose of negotiations. CAHI reserves the right to enter into negotiations with the responsible and responsive developers within the competitive range without the need to repeat the formal solicitation process.

CAHI reserves the right to award without discussions.

B. Meetings

Once the contract is awarded, the Developer will meet with CAHI key staff to discuss the ENRA.

4.4 Contract Conditions

The following provisions are considered mandatory conditions of any contract award made by CAHI pursuant to this RFP:

A. Assignment of Personnel

CAHI shall retain the right to demand and receive a change in personnel assigned to the work if CAHI believes that such change is in the best interest of CAHI and the completion of the contracted work.

B. Unauthorized Sub-Contracting Prohibited

The successful respondent shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of CAHI Contracting Officer. Any purported assignment of interest or delegation of duty, without the prior written consent of the CAHI Contracting Officer shall be void and may result in the cancellation of the contract with CAHI, or may result in the full or partial forfeiture of funds paid to the successful respondent as a result of the proposed contract; either as determined by the Contracting Officer.

4.5 Contract Terms

CAHI intends to enter into an ENRA and a DDA with the Developer, the terms of which will be negotiated.

EXHIBIT A

SCOPE OF PROJECT

Property Description

Currently 2530 9th Avenue is a vacant, 3-story, wood frame, 15-unit stucco apartment building that was constructed in 1969. There are 15 - 18 off-street parking spaces. All 15 units are 3 bedrooms and 1 bath with an average square footage per unit of 939. The building has been vacant for a number of years, has been vandalized and is considered to be in poor to fair condition. The parcel is 14,946 SF. The Property is located in the Bella Vista neighborhood of Oakland in RM-3 Mixed Housing Type Residential Zone. In April 2012 the value of the property was appraised at \$1.2 million dollars.

Bella Vista Neighborhood Description

The Bella Vista neighborhood is one of Oakland's oldest neighborhoods, and its history and interesting mix of housing styles and sizes give it a distinctive and colorful character. The Property is located in the heart of Beat 17Y, nestled roughly between East 33rd Street, 13th Avenue, East 24th Street and Ninth Avenue.

There is a diverse assortment of home sizes within the neighborhood, from small bungalows to grand estates. Architectural styles vary as well; traditional Craftsman homes lining one block, Mediterranean-style houses commanding the next, and Victorian "painted ladies" just around the corner. This interesting mix carries over into the ethnic character of the neighborhood; not one specific ethnic group dominates the area.

The palm trees that line Ninth Avenue once formed the border of entrepreneur Francis Marion "Borax" Smith's 1890s estate in the Arbor Villa / Ivy Hill neighborhood.

Project Description

CAHI is seeking creative proposals from qualified development teams (the "respondent") to return the Property to an active residential use that will enhance the quality of life in the neighborhood and secondarily, that will provide affordable housing to lower or moderate income households.

CAHI is not seeking to transfer the Property for the highest price without consideration for the respondent's capacity and plan to develop the site. CAHI does not have a preference for rehabilitation over new construction or vice versa. CAHI does not have a preference for rental over homeownership or vice versa.

Creative proposals which may include any combination of the following:

Property Redevelopment

Option 1: Rehabilitate the existing building.

Option 2: Demolish the existing building and develop new construction on the site.

Type of Housing

Option 1: Rental

Option 2: Homeownership

Target Market

Option 1: Lower-Income (0%-60% of Area Median Income (AMI))

Option 2: Moderate-Income (60%-140% of AMI)

Option 3: Market-rate (no income restrictions).

Conditions and Contingencies

A. Property Condition

The Property will be transferred in its "as is" condition.

B. Deposit Amount

Once the respondent has been notified of its selection by CAHI, staff will work with the respondent to execute an Exclusive Negotiating Rights Agreement ("ENRA") which will provide the selected respondent (the "Developer") an exclusive right to negotiate with CAHI for a specified period of time, with the goal of entering into a Disposition and Development Agreement ("DDA").

The Developer will be required to provide a deposit of 5% of the purchase price or lease amount, or \$10,000, whichever is greater, into an escrow account within five (5) business days after the execution of the ENRA. The deposit shall become non-refundable upon execution of the DDA.

C. Due Diligence

The Developer will adhere to a mutually agreed upon Development Schedule pursuant to the DDA for all development milestones except for Due Diligence.

The ENRA will require that the Developer complete its Due Diligence review of the Property within (90) days from the date of execution. The Due Diligence review shall include all environmental, physical, and legal conditions of the Property. A preliminary title report issued by First Republic Title Company will be provided.

Subsequent development milestones prior to the sale or lease of the property, including entitlements, financing, and building permitting, shall be negotiated prior to finalizing the DDA. Additionally, the proposed use(s) for the Property must be compliant with all local, state and federal zoning codes and regulations.

D. Closing Costs

CAHI shall be responsible for one-half of the cost of escrow charges and CLTA standard form policy of title insurance. The Developer shall be responsible for all recording fees, transfer taxes, and/or cost of documentary stamps and one-half of the cost of escrow charges.

EXHIBIT B
INSURANCE

Awardee shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Awardee, its agents, representatives, or employees.

Minimum Scope of Insurance

Coverage shall be as least as board as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions or Professional Liability insurance appropriate to the consultant's profession. Architects' and engineers' coverage is to be endorsed to include contractual liability.

Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage. If (Including operations, products and completed operations, as applicable.) Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage.
3. Workers' Compensation and Employer's Liability: \$1,000,000 per accident for bodily injury and property damage.
4. Errors and Omissions Liability: \$1,000,000 per occurrence.
5. Professional Liability Insurance: \$1,000,000 per occurrence.

Deductible and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the CAHI. At the option of the CAHI, either; the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CAHI, its officers, officials, employees and volunteers; or the Consultant shall provide a financial guarantee satisfactory to CAHI guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The commercial general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions.

1. CAHI, its commissioners, members, officers, agents, employees and volunteers are to be covered as insureds as respects: liability arising out of work or operations performed by or on behalf of the Consultant; or automobiles owned, leased, hired or borrowed by the Consultant.
2. For any claims related to this project, the Consultant's insurance coverage shall be primary insurance as respects CAHI, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by CAHI, its commissioners, members, officers, agents, employees or volunteers shall be excess of the Consultant's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after (30) days' prior written notice by certified mail, returned receipt requested, has been given to CAHI.
4. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to CAHI, its commissioners, members, officers, agents, employees and volunteers.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Workers' Compensation and Employers Liability Coverage. Insurer shall agree to waive all rights of subrogation against CAHI and its respective commissioners, members, officers, agents and employees for losses arising from work performed by Contractor or for CAHI.

Claims Made Coverage. If General Liability and/or Errors and Omissions coverage are written on a claims-made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A Copy of the claims reporting requirements must be submitted to CAHI for review.

Subcontractors. Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all the requirements stated herein.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VI, unless otherwise acceptable to CAHI. Exception may be made for the State Compensation Insurance Fund when not specially rated.

Verification of Coverage

Consultant shall furnish CAHI with certificates of insurance and with original endorsements evidencing coverage required by this clause. All certificates and endorsements are to be received and approved by CAHI before work commences. CAHI reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

EXHIBIT C



California Affordable
Housing Initiatives, Inc.

RFP #15-011

DEVELOPMENT PLANS FOR 2530 9TH AVENUE

Addendum #1

Date issued and released: July 16, 2015

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Bidder hereby acknowledges this addendum:

Name of Firm: _____

Authorized Signature: _____

Date: _____

Acknowledgement of this Addendum must be included with your bid.