



REQUEST FOR PROPOSALS

For

PROGRAM ADMINISTRATOR FOR THE RENT
REVIEW, RENT STABILIZATION AND
LIMITATIONS ON EVICTIONS ORDINANCE

For The

CITY OF ALAMEDA

November 23, 2016

Due Date: Thursday, January 19, 2017,
4:00 p.m.

I. INTRODUCTION

The City of Alameda (the City) is seeking a qualified and experienced organization to provide program administrative services and to serve as the Program Administrator for the City's Rent Review, Rent Stabilization, and Limitations on Evictions Ordinance (Ordinance 3148) within the City's jurisdictional boundaries. The Program Administrator is not, however, to provide legal advice. Legal advice and guidance will be provided to the Program Administrator through the City Attorney's Office.

II. BACKGROUND

In March 2016, the City Council adopted Ordinance 3148 (see Attachment A) to stabilize rents and limit the grounds for terminating tenancies. Alameda voters confirmed this Ordinance on the November 8, 2016 ballot as Measure L1.

For all rental units in the City, Ordinance 3148 does not "cap" the allowable percentage of annual rent increases, but does require a landlord who wants to increase rents by more than five (5) percent to have the Rent Review Advisory Committee (RRAC), a City Council-appointed, five-member Committee of Alameda tenants and property owners, mediate and review the rent increase.

California law generally allows rent increases to be controlled for multi-family units built before February 1995 (non-exempt), but not for single-family dwellings and condominiums nor multi-family units built after February 1995 (exempt). Ordinance 3148 provides that if a landlord or tenant in a pre-1995 multi-family unit disagrees with the decision of the RRAC, either party may have the rent increase decided by a neutral hearing officer, whose decision is final and binding. For all other rental units, the RRAC's decision is non-binding on the parties. Ordinance 3148 allows for a non-binding appeal to the City Council for exempt units. In addition, landlords seeking a rent increase related to substantial rehabilitation or improvements to rental property must first obtain a Program Administrator-approved Capital Improvement Plan (see Attachment B).

In addition, for all rental units in the City, Ordinance 3148 limits the grounds upon which a landlord may terminate a tenancy. While landlords retain their right to terminate for "cause" (e.g. failure to pay rent, breach of lease, etc.), there is a process provided for "no fault" (e.g., an owner move in, withdrawal of the property from the rental market) and for "no cause" terminations. A landlord's use of "no cause" terminations, however, is limited as to the number of times it may be used in a month and in a year. In cases of "no fault" and "no cause" evictions, landlords must pay relocation benefits to tenants being displaced. Ordinance 3148 also requires an approved Capital Improvement Plan for "no fault" evictions related to substantial rehabilitation of a rental property.

Ordinance 3148 will sunset on December 31, 2019, unless the City Council affirmatively acts to retain some or all of its provisions. An annual review to assess effectiveness is required. To maintain flexibility to address changing conditions, the City Council may modify or repeal Ordinance 3148.

III. Project Overview

Service Level: All Program Administrator services will be conducted by fax, mail, phone or email. Persons providing Program Administrator services will make every effort to respond to inquiries from the public and the City within three business days. The City will make every effort to both respond to inquiries from the Program Administrator and forward any public inquiries to the Program Administrator within three business days.

Monthly Meetings: The Program Administrator, the City's Community Development Director and the City's Assistant City Manager will hold monthly meetings to review the various programs to be carried out under the Ordinance 3148 and discuss issues related to administering the programs.

Media Communications: The Program Administrator and the City will use their best efforts to inform the other in the event of a media inquiry regarding the Program Administrator's role before speaking or responding to the media.

The term of the contract will be from April 1, 2017 through December 31, 2019.

IV. SCOPE OF SERVICES

Project tasks shall include, but are not necessarily limited to, the items below. If your organization feels that additional tasks are warranted, those tasks should be clearly identified in the proposal. Proposals shall contain, at minimum, an approach to the following tasks:

- A. Program Services:** The Program Administrator, who will have offices within the City of Alameda, will provide the services necessary to implement Ordinance 3148, including:
- Administer the RRAC process and work with tenants and landlords to resolve issues, such as disputed rent increases, that arise under the Ordinance. The Program Administrator will be responsible for preparing RRAC agendas and materials, staffing RRAC meetings, and complying with the State of California's Brown Act and the City's open government Sunshine Ordinance.

- Monitor tenant evictions when such notices are filed with the Program Administrator to ensure compliance with the Ordinance, including payment of relocation benefits, and review Capital Improvement Plans.
 - Create the forms that landlords and tenants are to file under the program. The selected Program Administrator will not be bound to use the information materials and forms currently in place.
- B. Community outreach:** The Program Administrator will provide printed materials and regular workshops as necessary for the public, landlords and tenants to have the opportunity to learn about and understand Ordinance 3148 and their rights and obligations under the Ordinance. In addition, the Program Administrator will offer fair housing workshops at least three times during the term of the contract, in order to educate landlords and tenants in Alameda. Proposers may visit www.alamedarentprogram.org for additional background information, including related brochures, reports, and forms.
- C. Website:** By June 1, 2017, the Program Administrator will establish a website for the programs in the Ordinance 3148, linked to but separate from the City and other Program Administrator websites. The Program Administrator will be responsible for establishing and maintaining the website.
- D. Language services:** At a minimum, the Program Administrator will make every effort to provide or contract for language services as currently required by the City's Limited English Proficiency Program (LEP) for the CDBG and HOME programs (see Attachment C). Only key information documents will be translated into these languages (e.g. brochures). All lease-related or legal notices will be provided in English only. Persons involved in providing Program Administrator services shall also have access to a language line, which provides phone translation services for over 50 languages.
- E. Reasonable Accommodations/domestic violence accommodations:** The Program Administrator will provide a process for the public to request an accommodation to its policies and procedures for disabilities or for domestic violence, to the extent required by law. Upon its receipt of a written (or verbal) request, the Program Administrator will review and approve or deny, at its own discretion, requests for accommodation based on a disability or domestic violence. The Program Administrator may request certification by a qualified medical professional or other documentation of the need.

- F. Public records requests:** In the event of a public records request made to the Program Administrator regarding its services related to Ordinance 3148, the request will be immediately forwarded to the City Attorney's office for legal direction. Similarly, any public records requests received by the City regarding the Program Administrator's services under Ordinance 3148 will be shared immediately with the Program Administrator. The Program Administrator's role in processing requests for public records will be solely ministerial, and the Program Administrator will rely on the City Attorney to make all decisions on releasing or withholding records and directing the Program Administrator as to how to respond and what to produce.
- G. Reporting:** The Program Administrator will provide the following on a monthly basis to the City, no later than the 20th of the following month:
- Number of public contacts
 - Number of applications to initiate the RRAC process
 - Number of cases settled before the RRAC hearing and the results of those settlements
 - Number of cases heard at the RRAC
 - Number of cases settled at (or following) the RRAC hearing and the results of those settlements
 - Number of petitions for a hearing filed after the RRAC hearing
 - Number of appeals to the City Council
 - Number of hearings held by a hearing officer
 - Results of the decisions by the hearing officers
 - Number of tenancy termination notices received by type
 - Number of Capital Improvement Plans filed, average rent increases as a result, and number of households temporarily or permanently relocated
 - Details of outreach activities

V. PROPOSAL REQUIREMENTS

The City is seeking a qualified and experienced organization with a solid understanding of California laws concerning landlord-tenant issues as well as with hands-on experience in administering a program as described in this Proposal. The City is requesting that submitted proposals contain the following information in the ensuing order:

1. **Statement of Qualifications and Interest.** Explain the background of the organization and its principals. Describe relevant public sector experience, including similar work for other cities.

2. **Detailed description of persons and resources committed to providing these services.** Provide resume and other background information regarding the individual or individuals who will serve as Program Administrator on a day-to-day basis. Also describe all other staff resources that may be assigned to this project.
3. **Understanding and Approach.** Provide a statement demonstrating the organization's understanding of the proposed services and describing your approach to implementing the services.
4. **Cost Proposal to perform the Scope of Services.** Provide hourly billing rate by staff position, total not-to-exceed budget by task.
5. **Proposed schedule.** Provide a schedule for implementing the proposed services.
6. **References.** Provide complete contact information for at least three prior public agency clients with whom the organization has worked on similar projects within the past three years.
7. **Comments/Questions on the City Standard Service Provider Agreement.** Statement indicating that the organization has reviewed the City's standard service provider agreement (see Attachment D) and is able to meet the Agreement's requirements. If the organization has any questions/concerns related to any provisions of the Standard Agreement, they must be submitted in writing with the response to this Request for Proposals.

VI. ESTIMATED SCHEDULE

The following information is supplied as a guideline rather than a set of absolute deadlines. The City reserves the right to alter the schedule as necessary.

RFP Issued	November 22, 2016
Proposals Due	January 19, 2017, 4:00 p.m.
Selection and Notification (tentative)	February 9, 2017
Award of Contract (tentative)	March 7, 2017

VII. EVALUATION PROCESS

Proposals must fully address the evaluation factors, contain complete technical submittals, references and data to verify qualifications and experience and include a statement that the City contract can be executed, and any exceptions to the contract. Proposals without sufficient submittal data to provide a complete evaluation will be considered non-responsive. As part of the technical proposal, Proposers must evaluate the City's proposal terms and conditions. Any exceptions taken to the proposal specifications and/or the City's Service Provider Agreement must be listed as a separate item as *Comments/Questions on the City's Standard Service Provider Agreement*, per Section V. Proposal Requirements.

All proposals will be reviewed for compliance with specifications including documented capability to provide the prescribed services in a satisfactory manner. Proposals will be evaluated in accordance with the following criteria:

1. Quality of Proposal
2. Quality of organization and experience of individuals to be assigned to providing the required services
3. Demonstrated success in providing services of a similar nature
4. Cost

The City reserves the unilateral right to amend this RFP in writing at any time. The City also reserves the right to cancel or reissue the RFP at its sole discretion. Additionally, the City may seek clarification or additional information from Proposers. All Proposers shall verify if any addendum for this project has been issued by the City and shall respond to the final written RFP and any exhibits, attachments, and amendments. It is the Proposer's responsibility to ensure that all requirements of any addenda are included in the submittal. This RFP does not commit the City to award an agreement or to pay any costs incurred in the preparation of a response to this RFP. All documents, conversations, correspondence, etc. with the City are subject to the laws and regulations that govern the City.

The City will not discriminate against any interested organization or individual on the grounds of race, creed, color, sex, sexual preference, age, disability or national origin in the contract award. The City reserves the right to reject any and/or all proposals at its discretion and the right to waive minor irregularities in any proposals. Waiver of one irregularity does not constitute waiver of any other irregularities.

Award will be made to the Proposer offering the most advantageous proposal after consideration of the evaluation criteria set forth above. The City will not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the City after all proposals have been evaluated.

Because this proposal is negotiable, all pricing data will remain confidential until after award is made, and there will be no public opening and reading of proposals.

VIII. SUBMITTAL INSTRUCTIONS

Proposers shall submit Items 1-7 as stated in *Section V. Proposal Requirements*. Proposer is required to indicate the Program Administrator/*Designated Contact* in the proposal package. Include the designated contact individual's name, address, phone number(s) and email address. The proposal shall be signed by an individual(s) authorized to execute legal documents on behalf of the Proposer. Failure to provide all required submittals may result in a proposal being found non-responsive and given no consideration.

Three (3) hard copies of the proposal and one electronic pdf version of the proposal on a flash drive shall be received by the City no later than **4:00 p.m. on Thursday, January 19, 2017** to the following address:

Alameda City Hall
Community Development Department, Room 120
2263 Santa Clara Avenue
Alameda, CA 94501

Attention: Eric Fonstein

Late proposals will not be considered under any circumstance.

IX. QUESTIONS

For information concerning RFP procedures and regulations (i.e., submission deadline, required forms, etc.), interested parties may contact Eric Fonstein, Development Manager, at efonstei@alamedaca.gov or 510-747-6895.

Attachments

Attachment A—Ordinance 3148
Attachment B—Capital Improvement Plans for Rental Units
Attachment C—City's Limited English Proficiency Program (LEP)
Attachment D—City's Standard Service Provider Agreement