

REQUEST FOR PROPOSAL

2024-RFP-142

AFFORDABLE HOUSING COMPLIANCE AND PROPERTY MANAGEMENT SERVICES



City of Palm Desert

73-510 Fred Waring Drive

Palm Desert, CA 92260

RELEASE DATE: October 16, 2024

DEADLINE FOR QUESTIONS: November 6, 2024

RESPONSE DEADLINE: November 21, 2024, 2:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://procurement.opengov.com/portal/cityofpalmdesert>

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REQUEST FOR PROPOSAL

Affordable Housing Compliance and Property Management Services

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1. Summary and Background

1.1. Summary

The Palm Desert Housing Authority (“Authority”) is requesting proposals from qualified property management firms (“Firms”) for comprehensive Affordable Housing Compliance and Property Management Services (“Services”) to establish a Property Management Services Agreement (“Agreement”) for its income restricted properties portfolio. Note: the use of the term “Firm” throughout this Request for Proposal (“RFP”) may be interchangeably used with “Respondent”, “Proposer”, “Entity”, “Organization”, etc., and shall all mean the same.

Respondent(s) shall have extensive knowledge and experience with affordable housing compliance as well as strong property management experience in affordable and income restricted housing and must have managed at least 800 affordable rental housing units at one time during the last three (3) years. Respondent (s) must have familiarity with the Coachella Valley and area property management. Respondent(s) must also have strong knowledge and experience with the Housing Authority of the County of Riverside Section 8 Housing Choice Voucher (HCV) program and HOME Investment Partnership Program. Managing of affordable housing units includes but is not limited to day-to-day operations; compliance with affordable housing rules and requirements; respond to residents' concerns and complaints, enforcement of house rules and regulations, application of fair housing laws and enforcement of the Authority’s Administrative Policies and Procedures, qualifying applicants and tenants annually for income certification; conducting credit, rental, employment, and criminal background checks, all leasing activities; monitor day-to-day maintenance of Properties, any maintenance contracts, perform property and unit inspections; perform maintenance and repairs; collect and disburse funds; provide monthly accounting reports that include receipts and expenditures; annual financial reporting/filings; occupancy reporting; and administration of funds (“Services”). See Scope of Services.

This Request for Proposal (“RFP”) has the following objectives:

- Establish a comprehensive solicitation for Services at the Palm Desert Housing Authority affordable income restricted rental Properties.
- Achieve high-quality, cost-effective Services.
- Detail expectations for Services at the Properties.
- Determine the qualifications of the respondents to manage all aspects of the Authority’s affordable rental housing.

If an award is made, the Authority will award all work to a single Respondent. Respondent’s must demonstrate the potential to increase their management portfolio. Additional types of properties may be added to the successful Respondent’s scope of work subsequent to award.



1.2. Background

The Authority is a public body, corporate and politic, established to provide affordable, decent, safe, and sanitary housing within the City of Palm Desert under the former Palm Desert Redevelopment Agency ("former Agency"). The Authority is a housing successor entity resulting from the elimination of the Community Redevelopment Agencies in 2012.

The Authority owns 1,114 affordable housing units located at fifteen (15) rental properties ("Properties") in residential areas throughout the City of Palm Desert ("City"). Units consist of studios, one bedroom, and two bedrooms ranging from approximately 410 square feet to 800 square feet in size (Attachment A).

The Authority Properties have been acquired or rehabilitated with funding sources that require adherence to certain income restrictions, regulations pertaining to rental operations and ongoing property management. The se funds include the HOME Investment Partnership Program and Housing Set-Aside funds. In addition, to these Properties, others may be added to the portfolio in the future or current Properties may be deleted due to ownership changes or development plans.

The Authority Property rents are subsidized based on the Area Median Income ("AMI") for Riverside County. The 2024 AMI published by the California Department Housing of Community Development (HCD) can be found online at the Authority's website, www.pdhousingauthority.org . The Properties have income restricted units that range from 20% AMI to 120% AMI, with respective rents ranging from \$192 to \$1,895, after utility allowances. The current operating budget anticipates \$9,733,631 in annual rental income. Average monthly rent, for all Properties, is \$845, after utility allowances.

The property management company that may be awarded a contract from this RFP is expected to transition to operational control of the Properties as early as April 1, 2025.

1.3. Contact Information

Joe Barron

Sr. Contracts and Grants Analyst

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Phone: [\(760\) 776-6491](tel:(760)776-6491)

Department:

Finance Department

1.4. Timeline

The dates below are the timeline of events for this RFP. The Authority retains the sole discretion to adjust the timeline of events without prior notice or responsibility to Proposer(s). Nothing set forth herein shall

be deemed to bind the Authority to award a contract for the Services and the Authority reserves the right to amend, cancel or modify any part of or all of this RFP at any time.

Release of Request for Proposal	October 16, 2024
Last Day to Submit Questions for Clarification	November 6, 2024, 2:00pm
Clarifications Issued by City on or before	November 13, 2024, 2:00pm
Deadline for Receipt of Proposals submitted on or before	November 21, 2024, 2:00pm

2. Board and Administrative Personnel

The powers of the Authority are vested in the five City of Palm Desert City Council Member's who appointed themselves as the Palm Desert Housing Authority Board ("Authority Board"). The legal authority in creating guiding legislation regarding the Properties is vested in the Authority Board.

The Authority Board has also appointed a seven (7) member citizen's Housing Commission that includes two (2) appointed representatives from the Properties that serve in an advisory capacity to the Authority Board.

The City of Palm Desert City Manager is the Housing Authority Executive Director. The Executive Director is responsible for the implementation and administration of policies adopted by the Authority Board with the assistance of the Housing Manager.

Under no circumstances may a Firm intending to submit a proposal to this RFP contact any member of the Housing Authority Board, Housing Commissioners, or any Housing Authority/City staff member other than the Housing Authority personnel contact. Failure to comply with this request may result in disqualification. All questions should be in writing as noted in Section 4.

3. Notice Inviting Proposals

3.1. NOTICE

RFP No.: 2024-RFP-142

Project Title: Affordable Housing Compliance and Property Management Services

Project No. (if applicable): N/A

PUBLIC NOTICE IS HEREBY GIVEN that proposals will be received by the Palm Desert Housing Authority ("Authority") electronically through the City of Palm Desert's ("City") online bid management provider ("OpenGov Procurement"), until 2:00 pm, Thursday, November 21, 2024. Proposals may not be submitted

by fax, email, telephone, mail, hand delivery, or other means; any proposals received through any means other than OpenGov Procurement will be returned to the proposer unopened.

The Authority is requesting proposals to provide: The Palm Desert Housing Authority is soliciting proposals from qualified property management firms to enter into an Agreement for comprehensive Affordable Housing Compliance and Property Management Services for its income restricted rental properties portfolio.

The award of this contract is subject to available budget adequate to carry out the provisions of the proposed Agreement including the identified scope of work. The Authority reserves the right to reject any or all proposals determined not to be in the best interest of the Authority.

The Palm Desert Housing Authority is committed to inclusion and diversity and welcomes proposals and bids from contractors, consultants, and vendors of all faiths, creeds, ancestries, and ethnicities without regard to disability, gender identity, sexual orientation, or immigration status. The Authority condemns and will not tolerate prejudice, racism, bigotry, hatred, bullying, or violence towards any group within or outside of our community.

3.2. SCOPE OF SERVICES

The Services sought under this Request for Proposals ("RFP") are set forth in more detail in Section 15, Scope of Services, incorporated herein by this reference. Notwithstanding the inclusion of such Services in the Scope of Services Section, the final scope of Services negotiated between Authority and the successful Proposer shall be set forth in the Property Management Services Agreement ("Agreement") executed by and between the Authority and the successful Proposer. A sample copy of the Agreement is attached and incorporated herein by this reference.

3.3. REGISTRATION

Interested proposers may register as vendors and download the Request for Proposals ("RFP"). To register, visit the City's electronic bidding website, [OpenGov Procurement](#), and proceed to "Subscribe" as a vendor with the Authority to receive new project notifications. Interested proposers may "Follow" the RFP to view and/or download the RFP details, receive addenda alerts and notices, and draft and submit a response.

3.4. PRE-PROPOSAL MEETING

For this RFP, there is **no** pre-proposal meeting. All prospective Proposers are encouraged to inspect all Properties. Failure to inspect the Properties on the part of the Proposer shall not relieve the Proposer of any responsibility for adherence to any of the provisions of this RFP.

4. **Term of Contract**

A. The Authority intends to award a contract for Services as follows:

1. Term resulting from this RFP is a five (5) year base term, beginning July 1, 2025 and expiring June 30, 2030.

2. Following the initial term, the Authority may opt to renew the contract two (2) additional terms of three (3) years each term.

a. Contract extension may be exercised contingent upon satisfactory performance and at the sole discretion of the Authority.

B. Terms for the transition phase will be from April 1, 2025 through June 30, 2025.

5. Qualifications and Experience

Only proposals from responsible organizations engaged in the performance of property management services of affordable housing communities will be considered.

Proposals must clearly demonstrate:

- A. Competency in performing comparable on-site services and management services
- B. Prior experience with the management of affordable income restricted rental residential properties,
- C. Financial resources sufficient to provide Services, and
- D. Personnel adequate to manage portfolio.

Respondent(s) must meet the following minimum criteria for qualifications and experience:

- A. At least ten (10) years' experience in managing rent restricted properties as evidenced by:
 - 1. A description of the firm including year of establishment, size of firm, number of employees, longevity of staff and any applicable partnerships; and
 - 2. At least one principal with ten (10) years' experience in providing affordable housing compliance and property management services for a minimum of 800 affordable rental housing units at one time during the last three (3) years; and
 - 3. Experience managing properties operated and regulated under rental subsidy assistance programs or projects where tenants are eligible for such programs and certification of prospective and current tenants is performed by onsite property management staff; and
 - 4. Qualified staff as evidenced by resumes and position descriptions of senior management members who would be assigned to oversee the project, please refer to the Scope of Work, Staffing Plan Requirement section; and
 - 5. Capacity to increase portfolio while maintaining quality and responsive service; and
 - 6. Experience with high-quality property management financial tracking and reporting, and an array of financing requirements including the Authority's purchasing policy, Housing Set-Aside, tax exempt bond, tax credit partnerships, HCD, RHCP, CHFA, MHP and Federal programs. Required reports include, but not limited to:

- a. Monthly financial statements with budget vs. actual and explanation of material variances.
 - b. Rental income accounts receivable and aging report
 - c. Accounts payable
 - d. Copies of bank statement and bank reconciliations
 - e. Vacancies and collections
 - f. Move-in / move-out reports.
 - g. Cash flow report
 - h. Waiting lists
 - i. Listing of all vendor contracts; including expenditures, licenses, insurance certifications and expiration dates
 - j. Affordable compliance due dates for the year
 - k. Monthly maintenance and preventative maintenance report
7. Possess a California valid real estate broker's license and any/all license necessary to conduct this type of services and work to be performed.

6. Scope of Services

6.1. The Authority's Expectations and Priorities

The Authority considers the continuous operations of its fifteen (15) income-restricted rental properties, collectively known as "Properties," to have a direct influence on the residents' lives and well-being. The chosen firm will be entrusted with the task of maintaining appropriate staffing levels to effectively address tenant requirements while delivering the Scope of Services in a cost-effective manner. Proposals should include the proposer's suggested property management and staffing plan to efficiently provide Services.

6.2. General Requirements of Services

Below is a general outline of the fundamental Services to be provided. Additionally, Services that are not explicitly mentioned but are related to the listed items should be expected and taken into account.

The property management services to be provided will encompass, but not be limited to, the following:

- Property Management, Reporting, and Transition (if necessary)
- Leasing
- Marketing of Vacancies
- Rent Determination and Eligibility Certification

- Unit Inspections
- Operation and Maintenance
- Financial Management and Reporting
- Procurement Requirements
- Resident Management Relations
- Utilities and Services
- Employees
- Hazardous Materials
- Security

6.3. General Responsibilities

The selected Proposer will bear the responsibility for delivering the entire range of Services outlined in this document. Throughout the execution of these responsibilities, the Proposer must adhere to all relevant Federal, State, County, and Local laws.

The property management staff will be mandated to undergo thorough initial training, with additional training sessions required every two years, starting from the commencement of the contract.

The chosen Proposer will be expected to:

- Operate the property in line with widely accepted industry standards for companies providing affordable housing compliance and property management services.
 - Including but not limited to new tenant intake, including marketing, establishing and maintaining site based waiting list, determination of applicant eligibility, applicant screening, tenant selection, tenant recertifications as needed (at minimum annually), lease enforcement, collection of rent and fees/charges, process evictions as necessary, unit turnover including preparing vacancies for leasing, etc.
- Submit a monthly lease compliance report, encompassing all grievances and notices served to residents, and the status of all legal actions related to the property.
- Complete any reports required by the Authority including those mandated by Local, County, State, Federal
- Follow Authority's adopted Administrative Plan and provide statutory updates and recommend revisions annually.
- Maintain a comprehensive system of records, books, and accounts following the directives and retention policy of the Authority. This includes, but is not limited to, resident records, maintenance records, resident applications, credit reports, leases, and work orders

- All records, books, and accounts are subject to examination by an authorized representative of the Authority and/or a Regulatory Agency.
- Full fiscal management responsibilities including preparing annual operating budgets, monthly financial reporting, purchase of all required supplies and services, and keep expenses and income within approved budget amounts.
- Provide a written Building Operation Plan, outlining essential and preventive measures to preserve and extend the lifespan of the structure and mechanical systems. The plan will encompass, but not necessarily be limited to, the following components:
 - A Preventative Maintenance Plan with a monthly schedule
 - An assessment of necessary immediate and projected (two-year) capital improvements, including cost estimates and identification of any required building alterations/modifications to facilitate on-site operations
 - An evaluation of safety, fire, and security concerns
 - A specific assessment of the condition of system(s), elevators, and roofs
 - Conduct annual management inspections of building systems, including roofing, fire, heating, water, and electrical systems
 - Provide monthly and annual reports on emergency and routine work orders, along with their completion times for the property.

6.4. Tenant and Property Response Management

Daily operations of the Properties revolve around various crucial tasks including: managing the annual operating budget, property marketing, payment of property expenses, tenant selection procedures, tenant certification procedures and leasing (which includes executing, administering and enforcing the terms all rental agreements, in compliance with federal, state and local laws), occupancy status, compliance with affordable housing rules, routine maintenance, enforcement of house rules and regulations, and enforcement of the Authority's Administrative Policies and Procedures.

Utilize the Authority's Administrative Plan, California Code of Regulations Title 25, the California Department Housing of Community Development published income limits (Title 25, Section 6932), and any other applicable affordable, rental standard policies and industry best practices for tenant selection, qualifying, conducting backgrounds, leasing, rent re/assignment, rent collection, inspections, recertification, renewals, and vacancy advertisement as needed.

The selected firm is expected to manage response to all daily needs of the tenants and property.

- A. Focus on a customer service culture and serving the needs of tenants.
- B. Provide accountability to the public.

- C. Manage the Properties as self-sufficient individual entities on all day-to-day operation, leasing and maintenance.
- D. Manage and maintain Properties within the annual operating budget.
- E. Apply operational policies and procedures in a uniform manner.
- F. Ensure compliance with program requirements.
- G. Communicate with tenants and Authority staff in a clear and concise manner.
- H. Setup and prepare emergency response resources and an implementation plan.
- I. Manage waiting list through semi-annual updates of prospective applicants in conformance with Authority tenant selection policies.
- J. Produce semi-annual reports detailing number of new applicants, number of dropped applicants, and total for each waiting list.
- K. Create, implement and supervise maintenance schedules and repairs.
- L. Ensure independent contractor license status and insurance coverage.

6.5. Operations, Maintenance, and Capital Needs

Routine maintenance and capital replacement projects are vital to the ongoing success of the Properties. The Authority prides itself on maintaining premier affordable housing communities. The selected Proposer shall, at all times, maintain the property in a good, clean, habitable, and attractive condition acceptable to the Authority. Repairs shall be performed as necessary, to ensure cost control without sacrificing quality of services, and shall be budgeted as part of the operating expense of the Property.

The selected Proposer shall:

- A. Maintain and adhere to preventative maintenance, subject to any limitations imposed by the Authority, including but not limited to:
 - 1. All interior and exterior cleaning, painting, decorating, and carpentry.
 - 2. The periodic inspection, maintenance and repair of plumbing, heating, and ventilating systems, stoves and refrigerators
 - 3. The periodic inspection, maintenance of outdoor grounds and facilities
 - 4. Any other routine maintenance and repair work that becomes necessary
- B. Prepare a monthly report including a narrative summary of problem areas, steps or recommendations to rectify, and a summary of maintenance activities.

- C. Prepare vacant units for occupancy. Turn around for each vacant unit will be completed within fifteen (15) business days from move out, unless there are extenuating circumstances (death, major damage, etc)
 - 1. At least 98% of the units at each site are to be market ready at all times.
 - 2. Pre-occupancy inspections shall be completed for each unit with tenant identifying in writing the condition of the unit at the time of occupancy.
- D. Perform preventive maintenance of the Property to preserve the physical assets in accordance with sound property management practices. Included among these responsibilities are inspections of sidewalks, walkways, stairs, and paved areas to identify trip and other hazards and remediate in a timely manner.
- E. Systematically and promptly receive and investigate all service requests from tenants no later than 10 calendar days. Take any necessary action and keep records of the action taken.
 - 1. Complaints of a serious nature shall be reported to the Authority at the conclusion of an investigation (i.e., death, crime, etc.)
- F. Emergency repair requests shall be received and serviced immediately but no more than a 24-hour basis. Emergency repair requests include, but not limited to: gas leaks, broken water lines, toilet stoppage, electrical (exposed/frayed wires, electrical failure, etc.), burst water heater, destruction of exterior door (door broken and unable to lock), broken window or window lock, defective or omission smoke detectors, elevator failure, structural, main line stoppage, no water
- G. Utilize a maintenance request/maintenance tracking system or software program that provides quarterly reports to Authority staff detailing work orders received (date & time), completion (date & time), and hours completed, or subcontractors used to complete work.
- H. Oversight of replacements and repairs related to plumbing lines, lighting, curbs, sidewalks, window coverings, paint, and unit appliances/fixtures (i.e., light bulb replacement, roof repairs, stucco repair, etc.).
- I. Participate in capital needs planning and budgeting.
- J. Recommend process and material use improvements to extend the Properties longevity while minimizing long-term cost impacts.
- K. Conduct annual assessment of available energy and water efficiency improvements that help to identify future operating cost savings.
- L. Training for staff and residents on fire, earthquake safety, and crime prevention shall be conducted annually, or more frequently if determined to be reasonably necessary.
- M. The following tests, at a minimum, should be conducted as follows:
 - 1. Monthly: Fire alarm system test

2. Quarterly: Emergency power test
 3. Semi-Annually: Smoke detector test
 4. Annually: Fire drills
- N. Coordinate and accompany inspectors from the Authority, the Authority's insurance carrier, and other Authority authorized parties.
- O. Obtain and maintain in full force and effect, all licenses and permits required by law for operation and any services.

6.6. Staffing Plan Requirement

The purpose of this requirement is to ensure that the proposing firm demonstrates a clear, comprehensive staffing approach to fulfill the scope of work detailed in this RFP. The selected firm will be responsible for providing a complete, responsive, and flexible staffing plan that aligns with the requirements of the property management services and ensures effective performance.

Staffing Plan Submission

Proposers must submit a detailed staffing plan, which should include the following components:

A. Organization Chart

Provide an organization chart that identifies the key personnel who will manage and perform the required services under this contract. The chart should include:

- Position titles
- Reporting relationships
- Roles and responsibilities of each team member

B. Position Descriptions and Qualifications

Include detailed descriptions of each proposed position, outlining specific duties, responsibilities, and the necessary qualifications, skills, and experience for each role. The qualifications must align with the scope of work requirements, including any professional certifications, licenses, or relevant experience.

C. Staffing Levels and Resource Allocation

Describe the proposed staffing levels to be allocated for each major task or phase of the scope of work. This should include:

- The total number of staff assigned to each role (e.g., managers, accountants, maintenance staff, etc.)
- A justification for the adequacy of the staffing levels relative to the anticipated workload
- Allocation of resources to ensure project milestones and deliverables are met in a timely manner

D. Staffing Flexibility and Contingency Plan

Explain how the firm will ensure staffing flexibility to address fluctuating workloads, vacancies, and unexpected project demands. The plan should include:

- Provisions for backfilling key positions if needed
- Strategies for scaling staff up or down depending on changing project needs
- A contingency plan for addressing staffing shortages or other unforeseen disruptions in service delivery

E. Recruitment and Retention Strategy

Describe the firm's approach to recruiting, onboarding, and retaining qualified personnel for the duration of the contract. Include details on:

- Recruitment timeline and process for filling critical roles
- Retention strategies to minimize turnover during the project lifecycle
- Professional development or training programs to enhance staff performance

F. Key Personnel and Resumes

Identify key personnel who will be assigned to this project and include detailed resumes (not more than two pages) for each, highlighting:

- Relevant project experience
- Specific skills and expertise related to the scope of work
- Past performance on similar projects

G. Proposed Staffing minimum experience requirements for the following positions

1. Controller/Assistant Controller

- a. Bachelor's degree in accounting, finance, or a related field is usually required.
- b. A master's degree in business administration (MBA) or finance may be preferred.
- c. Professional certifications like Certified Public Accountant (CPA) or Certified Management Accountant (CMA) are highly valued.
- d. 8-10 years of experience in accounting or finance roles.
- e. 5 years in a management or leadership position, ideally in accounting or financial reporting.
- f. Preferred experience working in governmental accounting.

2. Staff Accountant

- a. Bachelor's or Master's degree in Accounting or Finance.

- b. 3-5 years of professional accounting experience, including experience with general ledger functions, month-end close processes, and financial reporting.
 - c. Preferred experience working in governmental accounting.
- 3. Property Level Manager (20 – 39 units)
 - a. 3 years' experience in property management, with at least 2 years as a property manager
 - b. Experience with any affordable program preferred
 - c. ARM or other similar designation a plus
- 4. Property Level Manager (40+ units)
 - a. 5 years' experience in property management, with at least 3 years as a Property Manager
 - b. Experience with affordable programs strongly preferred
 - c. ARM or other similar designation preferred
 - d. For Transitional housing, experience with homeless or similar population
- 5. Regional Level Manager/Area Supervisor
 - a. 8 years' experience in property management with progressive responsibilities and at least 5 of those years as a Property Manager of at least 100 units
 - b. 3 years' experience with Affordable programs
 - c. 3 years' experience in a supervisory position (with direct reports)
 - d. 5 years' experience at the portfolio of multi-property level
 - e. Certified Property Manager ("CPM") or other similar designation preferred
- 6. Resident Services Coordinator (as required)
 - a. Bachelor's degree in business or public Administration, Psychology, Sociology or related field.
 - b. 3 years of increasingly responsible experience in community or social services delivery, providing assistance to a vulnerable population such as the elderly and people with disabilities, in any of the following fields: public and/or affordable housing, social welfare, public health, employment service, counseling, vocational guidance, or a related field – OR- an equivalent combination of education, training and experience
 - c. Working knowledge, training, and experience of local services for the elderly and people with disabilities preferred

7. **Regional Level Maintenance/Maintenance Supervisor**
 - a. 8 years' experience working in maintenance, construction, or related field with progressive responsibilities
 - b. 5 years' experience at the portfolio or multi-property level
 - c. 4 years' supervisory or oversight experience
 - d. Maintenance lead experience with different types of inspections
 - e. Experience with multiple building systems
 - f. 5 years' experience in the residential or commercial sector

H. Transition Plan

For projects that require a phased implementation or transition from an incumbent contractor, include a transition staffing plan that outlines:

- How the firm will ensure continuity of service
- The timeline for onboarding and integrating staff during the transition period
- Strategies for knowledge transfer from the incumbent team

6.7. Financial Management and Accounting

Affordable housing properties routinely face long-term challenges with regards to financial sustainability. The expectation of the property manager is to be proactive to improve financial sustainability of operations. The Authority staff will work with the selected firm to develop annual operating and capital improvement project (CIP) budgets. Property manager will be responsible for budget implementation.

The selected firm is expected to:

- A. Provide monthly, quarterly, annual reports from a financial software package capable of delivering accrual-based accounting reports.
- B. Comply and assist with preparation of an annual fiscal audit focused on compliance with Generally Accepted Accounting Procedures.
- C. Implement proper internal controls for accounts receivable and payable, account reconciliation, security deposits, records retention, electronic backup, and expenditures for services.
- D. Act as the Authority's fiscal agent for day-to-day operations while complying with the Authority's Procurement Policy.
- E. Work with the Authority staff to ensure the most efficient system of reporting.

6.8. Contracts and Procurement

- A. Purchase materials, supplies, equipment, tools, and services that are necessary for the operation and maintenance of the Property and maintain a current inventory of the same. The purchasing and procurement of goods and services must be done in accordance of the Authority's procurement policy.
- B. Procure consultants and specialty contractors as necessary, for special maintenance requiring repair skills not usually possessed by regular maintenance employees.
- C. Enter into contracts and oversee not-to-exceed contracts for Services including, but not limited to: landscape maintenance, pest management, pool services, laundry, floor covering, courtesy patrol, HVAC, custodial cleaning, other services such as electrical systems, trash removal, solar system services, fire alarm and suppression systems, security gates, etc.

6.9. Regulatory Compliance

The Properties were developed by the former Redevelopment Agency using 20% housing set aside funds with very limited outside funding sources. Properties are subject to restrictive requirements that require the units be operated as affordable housing. The income levels for each property are very low (up to 50% AMI), low (up to 80% AMI), and moderate (up to 120% AMI).

The Authority relies heavily on its property management firm to properly document all aspects of the qualification of its income restricted residents, keep detailed records, and ensure compliance with regulatory covenants. In order to confirm compliance with regulatory covenants, the Authority staff may conduct the following routine procedures to monitor compliance by the selected property management firm:

- A. Perform annual random sample monitoring of income re/certification procedures, files, tenant lease agreements, and rent roll records to review compliance with income certification requirements.
- B. Conduct semi-annual random audit of tenant files to review proper records retention for verification of continued income eligibility, occupancy limits, vehicle registration and insurance, etc.
- C. Review the prospective tenant waiting list files for compliance with tenant selection policy, applicant verification procedures, and waiting list noticing requirements.

6.10. Performance Standards

The Authority staff may annually review management operations through a series of performance standards to be agreed upon as part of any contract awarded from the proposal received for this Request for Proposal.

At minimum, the following will be performance standards that will be required to be maintained:

- A. Vacancy Turnaround. The Authority's monthly standard for vacancy turnaround time is 30 days. This includes make ready and lease-up time. A monthly report will be required to be submitted 15 days after month end and must include the following for each vacated unit:
1. The date the unit was vacated.
 2. The name of the former resident who vacated.
 3. The unit number of the vacated unit.
 4. The size of the vacated unit.
 5. Reason resident vacated unit.
 6. The date maintenance began to "make ready" the unit.
 7. The date maintenance completed all "make ready" repairs.
 8. The date the unit was re-leased.
- B. Work Orders.
1. Emergency. Emergency work orders are those that address an immediate threat to life, health, safety to property or to the resident or are related to fire safety. The Authority's standard for completion of an emergency work order is for all orders to be completed or abated within 24 hours.
 2. Non-Emergency. Non-emergency work orders are those that address conditions that do not pose an immediate threat to life, health, safety to property or to the resident and not related to fire safety. The Authority's standard for the completion of non-emergency work orders is within four (4) days.
 3. Inspections. The Authority's annual standard for inspections is for all Housing Quality Standards (HQS) inspections to be conducted each year. Further, all units must be inspected by the property manager within 12 months of the previous HQS inspection.
- C. Re-certifications. The Owner's annual standard for re-certifications as applicable is that each resident household must be recertified no more than 90 days and no less than 30 days prior to the resident's lease expiration. Resident's may be contacted regarding recertification no earlier than 120 days prior to the resident household's lease expiration. The monthly report must indicate for each resident whose lease expired during the preceding month the date the resident was contacted regarding recertification and the date recertification was completed.
- D. The firm shall complete and submit all required reports, as outlined in the attached exhibits, by the deadlines specified in the contract or within the agreed-upon timeline. These reports shall be accurate, comprehensive, and formatted according to the standards defined in the exhibits. The firm is responsible for ensuring all reports are submitted to the Housing Authority on time and that any necessary revisions are made promptly upon request.

Key Performance Indicators (KPIs):

1. **Timeliness:** All required reports must be submitted by the deadlines stated in the contract. Any delays must be communicated in advance and justified in writing.
 - Target: 100% of reports submitted on time.
2. **Accuracy:** Reports must be complete, accurate, and free of errors or omissions. The firm will be required to correct any inaccuracies identified by the Housing Authority within 5 business days.
 - Target: Less than 5% of reports require resubmission due to errors.
3. **Compliance:** All reports must adhere to the format, content, and structure as defined in the exhibits.
 - Target: 100% compliance with report formatting and content standards.

6.11. Retention of Management Fee

For each performance standard that is not met monthly by the awarded Proposer, the Authority may retain a portion of the monthly base fee to be paid to the Firm. The terms defining the amount of retention by the Authority and the opportunity for cure by the Firm are set forth below:

- A. **10% Retention.** The Authority may retain up to 10% of the monthly base fee if the Manager fails to meet the required performance standards in any of the following areas in a given month: Tenant Accounts Receivable, Vacancy rate, Vacant Unit Turn-around, Work Order completion time, Required Financial Reports, Required Annual Reports, and Leasing Reports. The 10% retention shall apply to each performance standard separately. For example, if the Offeror fails to meet three performance standards in a month, the retention for that month would be 30%.

The Firm may cure any monthly deficiency for the above performance areas by bringing the cumulative average for all completed months in the previous quarter into compliance with the performance standard, which will entitle the Firm to payment of any fee retained for that performance standard.

- B. **Unit-based Retention.** For the Inspection and Recertification performance measures, the Authority may retain an amount equal to the annual fee per unit (i.e. the monthly per unit fee multiplied by 12) if the Firm fails to meet the required performance standard for any unit during the calendar year. See the following examples:
 1. **Example 1:** The Firm fails to meet the inspection standard for three (3) units in a given month. The Authority may retain an amount equal to the annual fee per unit multiplied by 3.

2. Example 2: The Authority fails to meet the performance standard for recertification for 2 units and inspection for two (2) units. The Authority may retain an amount equal to the annual fee per unit multiplied by 4.
3. Example 3: The Authority fails to meet both the inspection and recertification performance for the same unit. The Authority may retain an amount equal to the annual fee per unit multiplied by 2.

For the retention based on annual fee per unit under this section, the Manager cannot cure any failure to meet the required performance standard.

Manager may submit, as part of its regular monthly report, an explanation for any failure to meet a performance standard; and the Authority shall determine in its sole discretion whether an explanation is sufficient to avoid retention by the Authority. The Authority shall notify Manager in writing within 15 days of the receipt of any monthly report if the Authority decides to retain any portion of the management fee.

- C. **Appealing The Authority's Retention of Management Fee.** The Manager may appeal the Authority's decision to retain a percentage of the management fee. Appeals must be submitted in writing to the Authority to the attention of the Director of Finance. Appeals must contain as attachments any evidence necessary to support any assertion made in the appeal. The Authority shall respond to a properly submitted appeal within 15 days of its receipt and shall state its decision regarding the appeal. Decisions regarding any appeal shall be made in the sole discretion of the Authority and shall be final.
- D. Performance measures schedule will be established and mutually agreed upon by both parties prior to the execution of the agreement.

7. Evaluation Criteria

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. The Authority expressly reserves the right to postpone RFP opening for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one proposer concurrently, to waive information and minor irregularities in any proposal received or to cancel all or part of this RFP.

The Authority will evaluate proposals based on the following criteria:

No.	Evaluation Criteria	Scoring Method	Weight (Points)
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1.	<p>Proposer's Qualifications</p> <p>Including size of portfolio, number of years firm has been in business, amount, scope of services and length of experience working with affordable housing and specialized compliance areas; years of experience of key organizational staff; familiarity with the Coachella Valley and area properties; and professional references provided regarding current/past performance. The Proposer must meet the minimum.</p>	Points Based	15 <i>(15% of Total)</i>
2.	<p>Proposer's Compliance Knowledge</p> <p>Extensive knowledge and experience with affordable housing compliance regulations, the Housing Authority's purchasing policy, relocation compliance, funding programs, policies and procedures including but not limited to qualifying applicants and tenants annually for income certification.</p>	Points Based	15 <i>(15% of Total)</i>
3.	<p>Principal Manager Availability</p> <p>Demonstration that the Firm's Principal Manager will work closely with Authority Staff. The Authority expects Principal Manager to make frequent site visits and communicate often with site managers and Authority.</p>	Points Based	12 <i>(12% of Total)</i>
4.	<p>Firm's Capacity</p> <p>Management of at least 800 affordable rental restricted units at one time during the last three (3) years, which must include income certification of prospective and current residents by onsite property management staff. Longevity of staff, training programs provided for staff, operating policies and personnel procedures, financial reporting and compliance capabilities, accounting procedures, and cost management/control abilities, and procedures.</p>	Points Based	10 <i>(10% of Total)</i>
5.	<p>Firm's Clarity and Approach</p> <p>Proposal content, completeness, clarity, and conciseness are essential. These aspects may be considered when assessing the proposer's capabilities to deliver clarity. Including those items listed under 8(c).</p>	Points Based	10 <i>(10% of Total)</i>

6.	<p>Maintenance Ability</p> <p>Demonstration of experience managing maintenance subcontracts. Knowledge and experience of regular ongoing repairs, cost controls, unit turn times, response time, insurance repairs, capital improvement/replacement project planning process and related maintenance procedures. Ability to manage and oversee any improvements or modifications made to properties.</p>	Points Based	10 <i>(10% of Total)</i>
7.	<p>Good Standing of Firm</p> <p>Have no outstanding or pending complaints as determined through the Better Business Bureau, State of California Department of Consumer Affairs, Fair Housing, local law enforcement agencies, that have not been disclosed as part of the Proposal and have no unsatisfactory record of performance with any public agency. Provide overview of any current or pending legal suits or cases.</p>	Points Based	10 <i>(10% of Total)</i>
8.	<p>Cost</p> <p>Property Management firm may be compensated based on the fee structure presented in proposal (the Authority reserves right to negotiate and/or modify fee structure).</p>	Points Based	8 <i>(8% of Total)</i>
9.	<p>Demonstrated Understanding of "Palm Desert's Quality"</p> <p>Communication strategies/procedures, tenant outreach process, tenant dispute resolution process, response to tenant expectations, rules and regulation enforcement procedures, social service, and activities development.</p>	Points Based	5 <i>(5% of Total)</i>
10.	<p>Firm's Location</p> <p>Provide the location of the firm's offices. What type of work is performed at each location. How accessible is Staff at these locations to the Authority? Define the organizational hierarchy of each location.</p>	Points Based	5 <i>(5% of Total)</i>

8. Content and Format of Proposal

8.1. Required Contents*

In order to maintain uniformity with all proposals submitted, proposals must include all of the following information. Proposal content, completeness, clarity and conciseness are essential and will be considered when assessing the proposer's capabilities. Failure to complete and submit any of the information requested in this RFP with the Proposal response may render the Proposal non-responsive and may not be considered for award.

A. **Cover Letter**

1. Letter that serves as an executive summary of the proposal limited to no more than two (2) pages. The letter should include an overview of the firm including qualifications and organizational strengths, the firm's understanding of the work to be performed, and why the firm believes it to be the best qualified to perform the services requested.

B. **Qualifications and Related Experience**

1. A description of the company's relevant affordable housing compliance and property management experience including the location, size, funding program operated, duration of properties managed and a description of the role of management.

C. **Service Approach**

1. Describe the technical and management approach to providing the Services as outlined in the Scope of Services.
2. Include a draft first year schedule of tasks, milestones, and deliverables that will provide for timely provision of the Services.
3. Provide a sample Management Plan, including a clear and concise description of the proposed property management program consisting of maintenance control, quality assurance, and tenant relations activities. The Plan should provide quality control for the property performance including but not limited to regular review of files, review of data discrepancies, review of compliance, work orders, etc.
4. Provide a proposed pro forma budget for expected property operations income and expenses, including proposed per unit, per month, management fee.
5. In reviewing the Scope of Services described herein, the Proposer may identify additional necessary tasks along with a discussion of its proposed method to accomplish the work.

D. **Transition Phase Plan**

1. Provide a transition plan that include detailed strategies, activities, timeline, and resources necessary to minimize disruption and ensure continuity of services.
2. Prepare an inventory and plan for the transfer of any physical or digital assets (e.g., equipment, software, facilities, documentation) from the current firm or to be newly implemented.

3. Develop a detailed plan for the formal handover of responsibilities, including clear criteria for the acceptance of the new service arrangement.
4. Identify key personnel for the transition
5. Provide a cost summary during the transition phase.

E. Personnel

1. **Staffing:** Provide the number of staff to be assigned to perform the Services and your firm's capacity to provide additional personnel as needed. For more details, please refer to the Scope of Work, Staffing Plan Requirement section.
2. **Key Personnel:** Identify key persons that will be principally responsible for working with the Authority. Indicate the role, qualifications, office location, and responsibility of each individual. Designate who would provide day to day direction of the required work and become the Authority's primary contact person.
3. **Team Organization:** Describe proposed team organization, including identification and responsibilities of key personnel. Identify the appropriate annual salaries and benefits for each position.
4. **Resumes:** Provide experience and resumes of proposed personnel who will be assigned to this contract. Include an organizational chart.
5. **Subcontractors:** The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function.

F. References

1. Provide a minimum of two (2) references, which the Firm has performed affordable housing compliance and property management services for similar types of properties as required by this RFP, during the past three (3) years.
2. It is preferable that references be with other municipalities or government entities.
3. Include references ***only*** where your company was tasked with qualifying low-income households.

*Response required

8.2. [Supplemental Questions*](#)

Attachment C includes a list of supplemental questions Responders shall formulate responses to and upload in this Section.

*Response required

8.3. Additional Information Outside of Proposal Requirements

Respondents may choose to provide additional materials beyond that which is requested. Upload additional materials in this Section of the proposal.

8.4. Cost Proposal*

The gross revenue from the Properties fluctuates with changes in tenant incomes. Due to the unpredictability of gross revenues, the Authority recognizes that it may be infeasible to base the Proposer's management fee on a percentage of the gross revenues of the Properties. Consequently, Proposers are asked to propose a flat monthly management fee for the Properties. Detail the breakdown of your fee structure for Services. Include any flat fees, staffing costs, overhead and profit, and additional applicable costs outside of operational management of the Properties.

See Attachment B. Complete and upload, with additional pages as necessary, reflecting your fee structure.

*Response required

8.5. Transition Phase Cost Proposal*

Please provide a cost summary for the three month transition period.

*Response required

8.6. Non-Collusion Declaration*

The undersigned declares:

I am an authorized representative of my company, the party making the foregoing Proposal, to certify the following.

The Proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The Proposal is genuine and not collusive or sham. The Proposer has not directly or indirectly induced or solicited any other Proposer to put in a false or sham bid Proposal. The Proposer has not directly or indirectly colluded, conspired, connived, or agreed with any Proposer or anyone else to put in a sham Proposal, or to refrain from Proposing. The Proposer has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the Proposal Price of the Proposer or any other Proposer, or to fix any overhead, profit, or cost element of the Proposal Price, or of that of any other Proposer. All statements contained in the Proposal are true. The Proposer has not, directly or indirectly, submitted his or her Proposal Price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham Proposal, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a Proposer that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the Proposer.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Please confirm

*Response required

8.7. Type of Business*

- C Corporation (if corporation, two signatures are required)
- S Corporation (if corporation, two signatures are required)
- Limited Liability C Corporation (if corporation, two signatures are required)
- Partnership
- Limited Liability Partnership
- Sole Proprietor/Individual
- Other

*Response required

8.8. Litigation*

Provide litigation history for any claims filed by your firm or against your firm related to the provision of Services in the last five (5) years (or type "N/A").

*Response required

8.9. Changes to Agreement*

The Authority's standard Property Management Services Agreement is included as an attachment herein. The Proposer shall identify any objections to and/or request changes to the standard Agreement language in this section of the proposal (or type "N/A"). If you are identifying changes here **ALSO** upload a copy of the redlined Language/Agreement with your Proposal. Changes requested may affect the Authority's decision to enter into an Agreement.

*Response required

8.10. No Deviations from the RFP*

In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement. If any exceptions are taken, such exceptions must be clearly noted here, and may be reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein (or type "N/A").

Maximum response length: 5000 characters

*Response required

8.11. Conflict of Interests Disclosure*

The proposer understands that any and all relationships with solid waste haulers will require full disclosure of any direct or indirect conflicts of interest, financial interests, relationships, and the nature of any relationships with any related project bid submitters; and that any violation of this provision may result in the immediate termination of the Agreement.

Please confirm

*Response required

8.12. Certification of Proposal: The undersigned hereby submits its proposal and, by doing so, agrees to furnish services in accordance with the Request for Proposal (RFP), and to be bound by the terms and conditions of the RFP.*

Please confirm

*Response required

8.13. Sample Documents*

Upload sample lease agreement with all addenda, sample certification forms, a typical monthly/annual report, check lists, income worksheets, and tenant application.

*Response required

9. Selection Process

The Authority staff will conduct an initial review of the minimum qualifications of each. At the sole discretion of Authority, respondents who meet the minimum criteria for qualifications and experience minimum will then be evaluated equally and objectively by Authority staff and/or representatives.

Proposals should clearly identify how each criterion is met. Evaluation of proposals to this RFQ/RFP will be based on the information provided in the proposal and, if applicable, additional information requested, interviews and reference responses.

The Authority reserves the right to request additional information or documentation from the proposer regarding its submittal documents, personnel, financial viability, or other items in order to complete the selection process.

If a responding proposer chooses to provide additional materials beyond those requested, those materials should be included in a separate section of the proposal and clearly marked as additional information outside of proposal requirements.

10. Requests for Clarification

All questions, requests for interpretations or clarifications, either administrative or technical must be requested in writing VIA THE "Q&A" tab through the Authority's online bid management provider ("[OpenGov-Procurement](#)").

All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted through [OpenGov-Procurement](#). Oral statements regarding this RFP by any persons should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 pm (local time) on Wednesday, November 6, 2024.

11. General Terms

1. The Authority Reserves the Right to:

- a. Select one, or none of the Respondent proposals.
 - b. To defer selection of any Respondent to a time of the Authority's choosing.
 - c. Request additional information or clarifications from any Respondent, or to allow corrections of errors or omissions.
 - d. Request an oral interview and brief presentation from any Respondent prior to final selection.
 - i. Respondents chosen for an oral interview may be provided not less than five (5) business days' notice, along with the date, time, and place for interviews.
 - ii. Expenses will be the responsibility of the Respondent.
 - e. Consider experience and qualifications information about listed individuals involved in direct property management operations in addition to the information submitted in the proposal, in any additional information requested, or interview.
 - f. Reject any and all proposals and waive any irregularities or to terminate the RFP process at any time, if deemed by the Authority to be in its best interests.
 - g. Cancel this RFP at any time, for any reason, and without liability. Respondents assume the sole risk and responsibility for all expenses connected with the preparation of proposals.
 - h. Not to award a contract pursuant to this RFP and/or to extend its contract with its existing property management service provider.
 - i. Award the contract at a time other than that stated in the timetable.
 - j. Modify duration of the contract or change the contract start and end dates.
2. Release of Information
- a. The Authority will not release proposals submitted in response to this RFP during the proposal evaluation process. All Proposals and evaluations will be made public when a recommendation is made to the Housing Commission and/or the Authority Board regarding this RFP.
3. Proprietary Information
- a. All Proposals submitted in response to this RFP become the property of the Authority and under the Public Records Act (Government Code §6250 et. seq) are public records, and as such may be subject to public review.
 - b. Respondent is required to identify all proprietary information in its proposal that Respondent wishes to remain confidential for trade secret or other proprietary information.

- c. If Respondent fails to identify proprietary information, it agrees by submission of its proposal that that it is nonproprietary and may be made available upon public request after a contract award.
- d. Note that under California law, price proposal to a public agency is not a trade secret.

12. Protests

The procedures set forth in this section are mandatory and are the sole and exclusive remedy of a bidder, proposer or other vendor to dispute the award of a contract that the city solicits through a competitive process. A protest that does not comply with these procedures may be summarily rejected and the person submitting the protest shall be deemed to have waived all rights to relief.

12.1. Protests of Solicitation Method

By submitting a bid, proposal or other application for a contract award, the bidder, proposer or other vendor shall be deemed to have waived all rights to challenge the city's method for procuring the contract or any discrepancy in the solicitation process or documents. Bidders, proposers, or vendors may submit bids, proposals or other applications under protest. Protests under this section shall be submitted in writing to the official designated to receive the bid, proposal or other application and shall contain a full summary of the factual and legal basis for the protest.

12.2. Waiver

Any person that: (1) did not directly submit a bid or proposal, (2) is not responsible or qualified to receive the contract, (3) failed to submit a responsive bid or proposal, (4) is not in line to receive the contract or is otherwise ineligible to receive the contract, (5) is otherwise not beneficially interested in the award, or (6) fails to submit a timely protest shall be deemed to have waived the right to protest the award of the contract. Any protest deemed waived will be subject to summary rejection without further consideration and the person will have no right to any relief.

12.3. Protests of Award

A bidder, proposer or other vendor applying for a city contract through a competitive process may submit a written protest of the award of the contract. The protest shall identify and explain the factual and legal grounds for the protest. Any grounds not raised in the written protest are deemed waived by the protesting bidder.

12.4. Timing of Protest of Award

Protests shall be submitted in writing to the official designated to receive the bid, proposal or other application within the following times:

- A. If of another bidder, within five (5) calendar days after the bid opening date.
- B. If the Authority makes a recommendation to the City Council to award a proposal or other application, then within five (5) calendar days following the issuance of the recommendation and prior to the date of the award.

- C. If in response to a notice of intent to reject a bid, proposal or other application, then within five (5) calendar days following the issuance of the notice of intent.

12.5. Protest Review and Response

If the protest is timely and complies with the above requirements, the Authority shall review the protest, any response from the challenged bidder, proposer or other vendor, and all other relevant information. The Authority will provide a written decision to the protester in a reasonable amount of time. If the protest is in response to a recommendation of award to the Authority then the protest will be considered concurrently with the award of the contract, and the approval authority's action is final.

12.6. Conflicts

The protest procedures contained in this section shall not apply if a particular solicitation contains a different protest procedure. This section does not limit or eliminate a claimant's obligations under the Government Claims Act, Government Code Section 900 et seq.

13. Submittal Requirements

13.1. General

It is strongly recommended that the Proposer submit proposals in the format identified in this RFP to allow the Authority to fully evaluate and compare the proposal. All requirements and questions in the RFP should be addressed and all requested data shall be supplied. The Authority reserves the right to request additional information which, in the Authority's opinion, is necessary to assure that the Proposer's competence, number of qualified employees, business organization, and financial resources are adequate to perform according to the Agreement.

13.2. Preparation

Proposals should be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Proposer's demonstrated capability to perform the Services. Expensive bindings and promotional materials, etc., are not necessary or desired. However, technical literature that supports the approach to providing the Services and work plan should be forwarded as part of the proposal. Emphasis should be concentrated on completeness, approach to the work and clarity of proposal.

13.3. Site Examination

Proposers may visit the Authority and its physical facilities to determine the local conditions which may in any way affect the performance of the work; familiarize themselves with all federal, state and local laws, ordinances, rules, regulations, and codes affecting the performance of the work; make such investigations, as it may deem necessary for performance of the Services at its proposal price within the terms of the Agreement; and correlate its observations, investigations, and determinations with the requirements of the Agreement.

13.4. Authorization

The proposal shall be signed by an individual, partner, officer or officers authorized to execute legal documents on behalf of the Proposer.

13.5. Confidentiality of Proposal

Proposals submitted in response to this RFP shall be held confidential by the Authority and shall not be subject to disclosure under the California Public Records Act (Cal. Government Code section 6250 et seq.) until after either the Authority and the successful Proposer have completed negotiations and entered into an Agreement or the Authority has rejected all proposals. All correspondence with the Authority including responses to this RFP will become the exclusive property of the Authority and will become public records under the California Public Records Act. The Authority will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), the Authority will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give the Authority written notice of Proposer's objection to the Authority's release of Proprietary Information. Proposer shall indemnify, defend and hold harmless the Authority, and its officers, directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information.

Proposals which indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

13.6. Submittal Instructions

The proposal must be received no later than 2:00 pm, on or before Thursday, November 21, 2024 through the City's electronic bidding system, OpenGov Procurement. It is solely the responsibility of Proposer to see that its proposal is properly submitted in [#Content and Format of Proposal](#) in proper form and prior to the stated closing time. The City's electronic bidding system will not accept late proposals. The Authority will only consider proposals that have transmitted successfully and have been sent an email with a time stamp from the City's electronic bidding system indicating that the proposal was submitted successfully. Proposers shall be solely responsible for informing themselves with respect to the proper utilization of the City's electronic bidding system, ensuring the capability of their computer system to upload the required documents, and the stability of their internet service. Failure of the Proposer to successfully submit an electronic proposal shall be at the Proposer's sole risk, and no relief will be given for late and/or improperly submitted proposals.

Proposers experiencing any technical difficulties with the proposal submission process may contact OpenGov Procurement Support using the instant help chat function (located at the bottom right of the

screen while on the website) during business hours, or by emailing support@procurenw.com. Neither the Authority nor OpenGov Procurement make any guarantee as to the timely availability of assistance or assurance that any given problem will be resolved by the proposal submission date and/or time.

14. RFP Conditions

14.1. Equal Opportunity

The Authority requires Respondents to be an Equal Opportunity Employer and fully comply with all government regulations regarding nondiscriminatory employment practices.

14.2. Law of the State of California

The resulting contract is subject to State of California law, whether substantive or procedural. Proposer shall comply with all federal, state, county and local laws concerning this type of Services. Additionally, the contract shall apply all statutory, charter and ordinance provisions applicable to public contracts within the City of Palm Desert.

14.3. Labor Compliance

The selected Property Management Company shall be aware of the requirements of California Labor Code sections 1720 et seq., 1770 et seq., and California Code of Regulations, Title 8, Section 16000 et seq. (“Prevailing Wage Laws”) which require the payment of prevailing wage rates and the performance of other requirements on applicable “public works” and “maintenance” projects. If applicable, the selected Property Management Company shall fully comply with the Prevailing Wage Laws.

14.4. Permits and Licenses

The selected Property Management Company shall secure or maintain in force during the period covered by any contract resulting from this RFP all licenses and permits required by law for the operation of their business including when required.

14.5. Insurance Requirements

The selected Property Management Company will be required to carry insurance coverage meeting the minimums detailed in standard Property Management Agreement as attached as an Attachment to this RFP.

15. General Conditions

15.1. Federal Requirements

If the Services are funded through a federal funding source, the successful Proposer and its subconsultants/subcontractors shall be required to take cognizance of and comply with all requirements set forth in the Federal Requirements, attached and incorporated herein by this reference.

15.2. Amendments to RFP/ Addendum

If it becomes necessary for the Authority to revise any part of this RFP, or to provide clarification or additional information after the RFP documents are released, a written addendum will be posted on Open

Gov. The Authority reserves the right to amend the RFP or issue to all Proposers addenda to answer questions for clarification.

15.3. Amendments to Proposals

Unless specifically requested by the Authority, no amendment, addendum or modification will be accepted after a proposal has been submitted to Authority. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

15.4. Non-Responsive Proposals

A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

15.5. Costs for Preparing

The Authority will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of the Authority. The Authority will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

15.6. Cancellation of RFP

The Authority reserves the right to cancel this RFP at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation or other marketing costs associated with this RFP.

15.7. Price Validity

Prices provided by Proposers in response to this RFP are valid for 180 days from the proposal due date. The Authority intends to award the contract within this time but may request an extension from the Proposers to hold pricing, until negotiations are complete, and the contract is awarded.

15.8. No Commitment to Award

Issuance of this RFP and receipt of proposals does not commit the Authority to award a contract. The Authority expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received in response to this RFP, to negotiate with more than one Proposer concurrently, or to cancel all or part of this RFP.

15.9. Right to Negotiate and/or Reject Proposals

The Authority reserves the right to negotiate any price or provision, task order or service, accept any part or all of any proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of the Authority, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets the Authority's requirements.

15.10. Non-Discrimination

The Authority does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract.

The Authority's commitment to diversity and inclusion can be found [here](#).