

**REQUEST FOR PROPOSALS (RFP-25162-331)**

**for**

**PROPERTY MANAGEMENT SERVICES**

**ISSUED BY**

**THE BOARD OF DIRECTORS OF**

**DEANZA HOUSING CORPORATION AND CASA DEL RIO APARTMENTS, LLC (DCDR)**

**IMPORTANT DATES**

**Issue Date: June 30, 2025**

**Pre-proposal Conference: July 28, 2025 @ 11 AM (Pacific Standard Time)**

**Last Date For Written Questions: August 14, 2025 @ 10 AM (Pacific Standard Time)**

**Deadline for Submission: August 21, 2025 @ 2 PM (Pacific Standard Time)**

**SUBJECT: PROPERTY MANAGEMENT SERVICES FOR ASSET MANAGEMENT PROPERTIES**

The Board of Directors of DeAnza Housing Corporation and Casa Del Rio Apartments, LLC are seeking proposals from qualified and experienced firms to provide property management services for Asset Management properties ("Services").

The scope of services and instructions for preparing proposals are contained in the Request for Proposals (RFP), which is available on the DeAnza Gardens website at [www.deanzahousing.org](http://www.deanzahousing.org).

An **optional** pre-proposal conference for this RFP will be held on **July 28, 2025 at: DeAnza Gardens Community Room, 205 Pueblo Avenue, Bay Point, CA at 11:00 a.m. (Pacific Standard Time)**. While attendance at the meeting is not a prerequisite for submitting a proposal, all proposers are strongly encouraged to attend. Proposals must be received at: DeAnza Gardens located at 205 Pueblo Avenue, Bay Point, CA no later than **2 P.M. Pacific Standard Time on August 21, 2025**. Proposals must be hand delivered or be delivered by private express delivery service (UPS, FedEx, or any other commercial carrier with real-time tracking and delivery) or the U.S. Postal Service. However, late-arriving proposals will be disqualified.

If you have questions concerning this solicitation, please contact Julian Ignacio, Contract Administrator at: [jignacio@contracostahousing.org](mailto:jignacio@contracostahousing.org) Interest and participation are greatly appreciated.

**REQUEST FOR PROPOSALS**

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

- [A] **Scope of Services**
- [B] **Proposal Price/Cost Form**
- [C] **Agency Responsibility Questionnaire**
- [D] **Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- [E] **List of Subcontractors (submit only if subcontractors will be utilized)**
- [F] **Workforce Profile**
- [G] **Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- [H] **Supplemental Instructions**
- [I] **Proposed Contract (in draft form)**

## **REQUEST FOR PROPOSALS**

### **I. INTRODUCTION**

#### **A. Profile – DeAnza Gardens/Casa Del Rio**

De Anza Gardens is a multi-family 180- unit tax credit apartment complex built in 2004 on a 13.5-acre site at Alves Lane and Medanos Avenue in Bay Point, California, an unincorporated Contra Costa County community. There are twenty-one (21) two- and three-story apartment buildings, a building with a rental and management office, a community room and a computer training classroom. Adjacent to the community building is a coin-operated laundry facility, maintenance shop and a trash compactor unit.

All parking is uncovered and within sight lines of apartments. All units have outdoor decks or patios. Walkways throughout the development will allow access to the adjacent De Anza Trail which leads to the Ambrose Recreation Center, schools, parks, the Bay Point BART station, bus stops and supermarket shopping. Apartment mix and sizes are as follows:

- A. Sixteen (16) – 1 bedroom, 1 bath units at approximately 600 sq ft each.
- B. Seventy-Two (72) 2 bedroom, 1 bath units at approximately 830 sq ft each
- C. Seventy-Six (76) 3 bedroom, 2 bath units at approximately 1,160 sq ft each \*
- D. Sixteen (16) – 4 bedroom, 2 bath units at approximately 1,350 sq ft each.
- E. Community building approximately 4,510 sq ft including management/rental office, toilets, classrooms, kitchen, laundry facility and maintenance shop

Note: there are no accessible or adaptable 3 bedroom units.

The total gross building area is approximately 195,688 sq ft; total site area is approximately 13.5 acres.

#### **A.1. RENTAL AND INCOME STRUCTURE**

All apartments are rent and income restricted to tenants in varying income brackets, with incomes between 30% and 60% of the Bay Area Median Income. Refer to the Rent Schedule Appendix. The Schedule is subject to change in accordance with IRC Section 42 program rules. DeAnza Gardens is a tax credit financed development and has no state funding. Project-Based Voucher (PBV) assistance has been layered onto the tax credit units, effectively raising the gross rent to market levels for those units. The estimated monthly gross rent expected is \$384,000 including tenant rents, Project-Based Voucher subsidies, and a 2% vacancy factor. The occupancy rate is currently at 96% and the average tenant turnover is approximately 2-3 per month.

## **A.2. CASA DEL RIO BACKGROUND INFORMATION**

Casa Del Rio is an 82-unit senior development tax credit property built in 1994 on a 1.377 acres site located at 615 West 7th Street, Antioch, California 94520. It consists of one building with 3 floors and one elevator. It has seventy (72) one-bedroom units and ten (10) two-bedroom units. There are 63 parking spaces provided (14 open and 49 covered) consisting of approximately 5,300 square feet. There is a building/recreational/community area in the building that is approximately 12,024 square feet in size. There is also a project maintenance area (756 sq ft), a project storage area (820 sq ft) and Project Manager's Office (270 sq ft).

### **A.2.1. RENTAL AND INCOME STRUCTURE**

All apartments are rent and income restricted to qualifying residents or senior tenants. "Senior citizen" means a person 62 years of age or older. "Qualifying resident" means 55 years of age or older in a senior citizen housing pursuant to California Civil Code § 51.3. This schedule is subject to change in accordance with IRC Section 42 program rules. Casa Del Rio is a tax credit financed development and has state funding. Project-Based Voucher (PBV) assistance has been layered onto the tax credit units, effectively raising the gross rent to market levels for those units. The estimated monthly gross rent expected is \$135,000 including tenant rents, Project-Based Voucher subsidies, and a 2% vacancy factor. The occupancy rate is currently 96% and the average tenant turnover is approximately 0-1 per month.

## **B. Purpose**

The DeAnza Housing Corporation and Casa Del Rio Limited Partner (DCDR) issue this Request for Proposals ("RFP") to procure Property Management Services for Affordable Properties to be provided as described more fully in the Scope of Services which is attached hereto as Exhibit A and incorporated herein by this reference ("Services").

These Services are being procured using the procedures for competitive proposals authorized by DCDR's Procurement Policies. The procured Services will be paid using funds generated by the managed properties.

DCDR intends to select a qualified provider ("Agency"), operating under a **one-year contract with four (4) one-year options** to renew, for a total contracting period of up to five years. The Agency will be selected on the basis of best value to DCDR based on the relative score of the proposals as they are evaluated, rated and ranked in accordance with the technical and price factors specified in this RFP.

## II. GENERAL INFORMATION

### A. Contract Administrator

The Contract Administrator for this Request for Proposals (“RFP”) 25162-331 is Julian Ignacio. Questions concerning this RFP may be directed to Julian Ignacio via email at: [jignacio@contracostahousing.org](mailto:jignacio@contracostahousing.org). No contact regarding this RFP is permitted between providers submitting proposals and members of the Evaluation Panel or DCDR staff after issuance of the RFP, with the exception of the Contract Administrator identified above. Any such contact may disqualify a business from further consideration. Requests for clarification are permitted provided such requests are made through the Contract Administrator.

### B. General Qualifications

Providers are expected to have demonstrated experience, expertise and resources to provide Services. Proposals will be evaluated based on the factors set forth in Part III below. A particular knowledge of tax credit subsidies layered with PBVs and extensive knowledge of the Yardi information technology platform are highly desirable.

### C. General Instructions

#### 1. Supplemental Instructions

The instructions set forth herein are in addition to and supplemental instructions that may be set forth in Exhibit H where applicable.

#### 2. Minimum Acceptance Period

“Acceptance period” as used in this provision means the number of calendar days available to DCDR to award a contract, which is calculated commencing upon the day the proposal is due. DCDR requires a minimum acceptance period of 90 days. Any proposal allowing less than DCDR’s minimum acceptance period will be rejected.

#### 3. Pre-proposal Conference (**Optional**); Submission of Written Questions

A pre-proposal conference to discuss this RFP and answer questions from proposers prior to the proposal submittal deadline will be held in open forum on **July 28, 2025 at 2:00 PM** (Pacific Standard Time) at the DeAnza Gardens Community Center located at **205 Pueblo Avenue, Bay Point, CA 94565**. While attendance at the meeting is not a prerequisite for submitting a proposal, all proposers are strongly encouraged to attend. Records of the conference, if any, will not be disseminated, except where material changes to this RFP are made by DCDR representatives or answers to questions are deferred and later communicated as part

of an addendum to this RFP.

Questions regarding this RFP **must** be submitted electronically (i.e., via email) and received by Julian Ignacio, Contract Administrator, at [jignacio@contracostahousing.org](mailto:jignacio@contracostahousing.org) no later than **10 a.m. on August 14, 2025**. DCDR is not obligated to answer any questions received after the above-specified deadline or any questions submitted in a manner other than as instructed above. DCDR will only respond to questions that are relevant to the RFP and will result in greater clarity for all providers.

4. RFP Addenda

If it becomes necessary for DCDR to revise any part of this RFP, or to answer questions or provide clarification or additional information after this RFP is released, a written addendum will be posted to [www.deanzahousing.org](http://www.deanzahousing.org).

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

All addenda issued become part of this RFP. Providers may ascertain whether any addenda have issued by reviewing this RFP listing at [www.deanzahousing.org](http://www.deanzahousing.org). It is the responsibility of providers to determine whether any addenda have been issued.

5. Submittal Instructions

**Proposals must be received at DeAnza Gardens main office at 205 Pueblo Avenue, Bay Point, CA no later than 2:00 P.M. PST on August 21, 2025.**

**All proposals shall be enclosed in a sealed package(s) plainly marked with the words "Proposal Responding to RFP No. 25162-331 ; Do Not Open Until 2:00 P.M. on 8/21/2025."**

**Please submit three (3) hard copies properly tab and separated as indicated in Section III below and one readable USB flash drive of the proposal. Providers are responsible for ensuring drives are readable. DCDR, at its sole discretion, may reject proposals submitted with unreadable disks or drives as non-responsive.**

6. Receipt of Proposals

Proposals may be hand delivered to DeAnza Gardens located at 205 Pueblo Avenue, Bay Point, CA, or by contacting the Contract Administrator identified herein, who will coordinate receipt of the proposal package with building staff.

Proposals will also be accepted if addressed as indicated above and delivered by private express delivery service (UPS, FedEx, or other commercial carrier with real time tracking and delivery) or U.S. Postal Service. To ensure proposals are received timely, proposers are

advised to consider delivery delays. Late proposals will not be accepted.

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

7. Pre-contractual Expenses

Pre-contractual expenses are defined as any expenses incurred by providers in: (i) preparing its proposal in response to this RFP; (ii) submitting that proposal to DCCR; (iii) negotiating with DCCR any matter related to this RFP, including a possible contract; or (iv) engaging in any other activity prior to the effective date of award, if any, of a contract resulting from this RFP. DCCR will not, under any circumstance, be liable for any pre-contractual expenses incurred by providers, and providers shall not include any such expenses as part of their proposals.

8. Subcontracting

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

9. No Commitment to Award

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

10. Joint Offers Not Accepted

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

11. Proposed Contract

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



laws and regulations.

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

12. Disputes

In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply. Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to address DCDR P.O. Box 2759, Martinez, CA 94553, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term "protest" to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by DCDR. It must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP or appeal of a decision by DCDR to reject a proposal, must be received by the Contracting Officer within three business days after notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision. The decision of the DCDR shall be final and binding upon all parties.

13. Notice Regarding Disclosure of Proposal Contents

All proposals received by DCDR will become the property of DCDR and be considered "public records" as defined by Government Code section 6252 of the California Public Records Act (Government Code section 6250 et. seq.). After contract award, all proposals are subject to public inspection and/or copying except as provided herein. Exception is made for providers' submitted Agency Responsibility Questionnaire, which is marked as "Confidential." DCDR's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 6255.

#### 14. Insurance Requirements

The insurance coverages and amounts required for these Services are:

|  |             |
|--|-------------|
| Workers' Compensation (statutory) / Employer's Liability (DCDR as a certificate holder and no exclusions for lead or asbestos)   | \$1,000,000 |
| Commercial General Liability (DCDR as an additional insured)<br>(X) Premises and Operations<br>(X) Contractual Liability, Oral and Written per form CG000-1 as an insured contract<br>(X) Independent Contractors<br>(X) Products/Completed Operations<br>(X) Property Damage Incl. Completed Operations<br>(X) Fire Legal Liability | \$1,000,000 |
| Automobile Liability (Evidence of insurance in the form of ACORD listing DCDR as a certificate holder)<br>(X) Owned Automobiles<br>(X) Non-Owned/Hired Automobiles   | \$500,000   |
| Errors and Omissions (Professional Liability)(DCDR as a certificate holder)  | \$2,000,000 |
| Incidents involving cybersecurity under either a General Liability policy or a separate cybersecurity policy (DCDR as an additional insured)   | \$2,000,000 |
| Fidelity/Crime Liability (for those employees handling rents, receipts, petty cash, invoices, bills, other financial documents) with DCDR named as loss payee.   | \$2,000,000 |

Agency awarded the Contract will be required to provide requisite certificates and endorsements prior to contract execution in the case of contracted work or the start of work in the case of purchase orders.

#### 16. Workforce Profile

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

17. Disclosure of Lobbying Activities

All providers shall submit a completed Certification of Payments to Influence Federal Transactions (HUD Form 50071), which is attached hereto as Exhibit H. Additionally, any provider who has made payments to an individual to influence or attempt to influence an officer or member of any Federal agency, a Member of Congress, or an employee of a Member of Congress in connection with a covered federal action shall submit to DCDR a completed Disclosure of Lobbying Activities (form SF LLL) along with their proposal.

20. Minimum Wage Ordinance

The Agency shall comply with all applicable State and local labor laws

21. Confidentiality

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

**III. PROPOSAL FORMAT AND CONTENT**

**A. Proposal Content**

1. Transmittal Letter/Introduction

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

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

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

(c) A statement to the effect that the proposal will remain valid for a period of not less than 90 days from the due date for proposals (see Minimum Acceptance Period above);

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

(e) If applicable, a statement acknowledging receipt of any addenda

issued for this RFP.

2. Table of Contents

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

3. Qualifications (20 Points Max)

Overview: DCDR awards Contracts only to responsible prospective Agencies who are qualified to perform the Contract and are in good standing with DCDR, and where required, in good standing with the California Secretary of State's Office. A responsible Agency is one who meets the following standards: (i) a satisfactory record of business integrity and has demonstrated the attribute of trustworthiness; (ii) adequate financial resources, or the ability to obtain such resources as required during performance of the contract; (iii) able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing business commitments; (iv) has a satisfactory record of performance; (v) is otherwise qualified and eligible to receive an award under applicable laws and regulations; and (vi) has the necessary organization, experience, operational controls, and technical skills, or the ability to obtain them. Agency responsibility is evaluated by examination of a variety of resources, including but not limited to Agency's proposal, responses to the Agency Responsibility Questionnaire attached as Exhibit C and vendor registration documents, state and federal lists of debarred, suspended or ineligible businesses or individuals, commercial credit rating reports, references, and documented past performance on DCDR contracts.

Please furnish the following information regarding the business:

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

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

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

managed for the client.

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

4. Proposed Staffing (25 Points Max)

Overview: Contractor must make the effort to have site staff composition reflect the community it serves. Contractor shall hire staff with at least the minimum experience requirements prior to working at the DCDR portfolio. Contractor will hire positions similar to or as indicated below for property oversight and management.

1. Property Level Manager 82 units

- a. 3 years' experience in property management, with at least 2 years as a property manager
- b. Experience with any affordable program preferred
- c. ARM or other similar designation a plus

2. Property Level Manager 181 units

- a. 5 years' experience in property management, with at least 3 years as a Property Manager
- b. Experience with affordable programs strongly preferred
- c. ARM or other similar designation preferred

3. Regional Level Manager/Area Supervisor- Oversight as needed of both properties

- a. 8 years' experience in property management with progressive responsibilities and at least 5 of those years as a Property Manager of at least 100 units
- b. 3 years' experience with Affordable programs
- c. 3 years' experience in a supervisory position (with direct reports)
- d. 5 years' experience at the portfolio of multi-property level
- e. CPM or other similar designation preferred

4. Lead 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

In addition, the contractor should be planning to hire an on-site leasing agent, maintenance personnel, and administrative office staff. Current staffing at DeAnza Gardens includes 1 Resident Manager, 1 Assistant Resident Manager, 1 Leasing Agent, and 3 Maintenance I or II personnel. CDR currently has 1 Resident Manager and 1 Maintenance staff.

5. Furnish the following information for the business:

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

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

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

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

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

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

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

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

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

6. Price (20 Points Max)

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

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

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

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

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

8. Diversity Outreach Requirements (3 Points Max)

Overview: It is the policy of DCDR to utilize Minority Business Enterprises (MBEs), Women's Business Enterprises (WBEs) and Labor Surplus Area Businesses (collectively, MBE/WBE/LSA) to the extent possible.

(a) Providers are required to make sufficient "good-faith" efforts to help DCDR achieve its anticipated levels of participation by conducting outreach to MBEs, WBEs and LSAs for subcontract or supply opportunities related to this contract, to the extent possible. All providers are required to complete and submit, with their proposals, the Declaration of Compliance with Vendor Diversity Outreach Requirements, attached hereto as Exhibit D, which documents outreach efforts.

9. Exceptions and Deviations

This portion of the proposal may be utilized by Providers to declare and thoroughly

explain any proposed exceptions to or deviations from the requirements set forth in this RFP, including any exceptions or deviations from the terms and conditions contained in the Proposed Contract.

10. Appendices

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

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

**IV. PROPOSAL EVALUATION AND CONTRACT AWARD**

A. Evaluation Panel

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

B. Evaluation Criteria

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

- 1. Qualifications **(20 pts )**
- 2. Proposed Staffing **(25 pts )**
- 3. Work Plan/Technical Approach/ Methodology **(30 pts )**
- 4. Price (based on all Billing Rates) **(20 pts )**
- 6. Diversity Outreach **(5pts)**

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



C. Negotiations

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

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

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

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

D. Contract Award

DCDR intends to award multiple contracts as the result of this RFP. Contracts will be awarded to the top qualified provider based on Best Value, which is generally defined by DCDR's Procurement Policies as offering the most advantageous value to DCDR. Contracts valued in excess of \$200,000 is to be approved by DCDR's Board of Directors at a noticed, public meeting.

V. EXHIBITS LIST

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

- [A] **Scope of Services**
- [B] **Proposal Price/Cost Form**

- [C] Agency Responsibility Questionnaire**
- [D] Declaration of Compliance with Vendor Diversity Outreach Requirements (and proof of advertisement if applicable)**
- [E] List of Subcontractors (submit only if subcontractors will be utilized)**
- [F] Workforce Profile**
- [G] Certification of Payments to Influence Federal Transactions (HUD Form 50071)**
- [H] Supplemental Instructions**
- [I] Proposed Contract (in draft form)**

**Exhibit A**

**SCOPE OF SERVICES**

“Contractor” as used herein refers to “Agency.”

**I. GENERAL REQUIREMENTS**

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

The properties include housing units for the elderly and/or persons with disabilities, low-income individuals and families assisted under the low-income housing tax credit and Project Based Voucher Programs. Many of the properties have annual reporting requirements to one or more of the following entities: U.S. Department of Housing and Urban Development (HUD), the State Housing and Community Development department (HCD), lenders and the California Tax Credit Allocation Committee.

**II. GOVERNING DOCUMENTS AND AUTHORITIES**

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

- A. United States Housing Act of 1937, as amended from time to time, or any successor legislation (the “Act”).
- B. The Fair Housing Act, 42 U.S.C. 3601-19, and regulations issued thereunder, 24 CFR Part 100; Executive Order 11063 (Equal Opportunity in Housing) and regulations issued thereunder, 24 CFR Part 107; the fair housing poster regulations, 24 CFR Part 110, and advertising guidelines, 24 CFR Part 109.
- C. Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, and regulations issued thereunder relating to non-discrimination in housing, 24 CFR Part 1.
- D. Age Discrimination Act of 1975, 42 U.S.C. 6101-07, and regulations issued thereunder, 24 CFR Part 146.

- E. Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794, and regulations issued thereunder, 24 CFR Part 8; the Americans with Disabilities Act, 42 U.S.C. 12181-89, and regulations issued thereunder, 28 CFR Part 36.
- F. California Fair Employment and Housing Act (FEHA) Government Code 12900 et seq, The Unruh Civil Rights Act and Ralph Civil Rights Act, Civil Code 51.
- G. Section 42 of the Internal Revenue Service Tax Code.

### **III. MANAGEMENT GOALS**

- A. The Contractor shall provide a desirable, well maintained, habitable, and affordable place to live for an economically, racially and ethnically integrated resident population, without regard to race, religion, sex, color, family status, disability status, national origin, marital status, ancestry, gender identity or sexual orientation; and
- B. The Contractor shall house financially eligible, suitable and responsible residents and maximize occupancy and rent collection through utilization of a consistent and fair leasing strategy; and
- C. The Contractor shall provide effective and timely services to the residents and keep accurate and complete records in accordance to the reporting needs of DCDR (as outlined in Section V. below); and
- D. The Contractor shall maintain effective working relationships with DCDR, vendors who provide services and/or supplies to the Properties, local government including, but not limited to the police department, Council Offices, and the Properties' lenders.
- E. The Contractor shall coordinate with DCDR as it relates to other DCDR contractors who provide services and/or supplies to the Properties, including, among other things, bookkeeping services, security services, pest control services, and any and all other services and/or supplies. As the Contractor is responsible for the day-to-day operations at the Properties, it is incumbent upon the Contractor to ensure that the other DCDR contractors who are supplying services and/or supplies to the Properties are acting in accordance with the relevant Scopes of Work, codes and regulations, and budgets. The Contractor shall keep DCDR apprised of any and all developments as it relates to other DCDR contractors providing services and/or supplies to the Properties.
- F. Barring unforeseen circumstances, the Contractor shall respond to all communications and requests from DCDR in a timely manner and shall, at very least, acknowledge receipt of communications or requests within three business days of receipt or within the timeframe specified in DCDR's request.

#### IV. MANAGEMENT STANDARDS AND PLANS

- A. The Contractor shall: 1) furnish the services of its organization with the highest degree of professionalism and management practices, similar to those prescribed by the Institute of Real Estate Management (IREM), 2) maximize economic returns for DCDR that are consistent with private properties management practices, and 3) adhere to all applicable rules and regulations of the State of California and the County of Contra Costa.
- B. The Contractor shall operate and maintain the Properties as affordable apartment complexes on a standard equal to other apartment complexes with comparable facilities and amenities within the surrounding community.
- C. The Contractor shall manage the Properties in a strategic and data-driven manner which shall include the development and tracking of metrics or benchmarks in order to ensure positive performance of the Properties. To further ensure consistency in administration and clear understanding of management expectations, the Contractor shall submit to DCDR for final approval, an electronic copy of its Comprehensive Management Plan covering each property, or for every type of property (i.e. market rate, project based voucher, etc.) it is charged with managing (the "Management Plan") within sixty (60) calendar days of the commencement date of the contract. Management Plans shall be updated, for each property or property type, at least annually thereafter. The Management Plan shall demonstrate or address the following elements:
  - 1. Maintenance, utilization, and economic development of the Properties. The Management Plan shall include the Contractor's recommendations for achieving maximum economic return on the Properties. All policies or actions recommended in the Management Plan are subject to approval by DCDR **prior** to implementation and shall be reviewed on an ongoing basis at DCDR's discretion to ensure best practices are being captured and utilized for continuous performance improvement. At a minimum, the Management Plan shall include all the following:
    - a. Resident eligibility/selection criteria for each property (must include clear process for review and consideration, including any program-specific criteria, and maximization of affordability, as applicable);
    - b. Annual Operating budget that includes a capital expenditure plan;
    - c. A 20 year capital replacement plan (CRP), based on a professionally conducted physical needs assessment (PNA). CRP must be updated annually. PNA must be conducted every 5 years.
    - d. Security operations procedures and emergency protocols;
    - e. Provision of social and supportive services for the residents, (as applicable);
    - f. Management of laundry facilities, vending machines, etc.;
    - g. Maintenance and physical improvement of the Properties;

- h. Inventory control for appliances, materials, equipment;
  - i. Waiting list procedures for each Property as applicable to the PBV program and the Administrative Plan of the Housing Authority of the County of Contra Costa and compliant with all State and Federal Fair Housing and other applicable laws;
  - j. Rent collection policies and procedures;
  - k. Personnel policies, property staffing and ongoing training and development plan (must include an organizational chart);
  - l. Strategy for reducing energy and water consumption at each site (water, electricity, gas, solar, etc.)
  - m. Strategy/recommendations for improving each site, such as financial performance, safety, beautification, resident quality of life, etc.
- 2. The Contractor will provide an updated copy of their policy and procedures within 30 days of the contract effective date.
- 3. Submission of all day-to-day operating forms that will be used in provision of services.
- 4. Management Plans shall be updated at least annually.
- D. Within 60 calendar days of the onset of services, the Contractor shall conduct an audit of the tenant files for all the Properties to ensure each one is complete and includes the following information: current tenant ID, application for residence, signed lease agreement that is appropriate for the unit, tenant communications, legal notices (including notification to enter and notices of rent increases), documentation of any issues or violations of the rental agreement, a current signed agreement for any live-in aid (updated annually thereafter), and any documentation required for affordable programs as applicable. In addition, required information must be included and/or updated in the system of records in a timely manner.
- E. Contractor must make the effort to hire current onsite staff and to offer them employment opportunities. If deemed necessary Contractor shall hire staff with at least the minimum experience requirements prior to working at the DCDR portfolio.
- F. Within 30 calendar days of the onset of services, and as new staff are implemented throughout the contract term), the Contractor shall conduct an orientation with its staff to ensure appropriate understanding of the full administration of the Properties for each site under the Management Plans, including (but not limited to): training on applicable regulations related to the property and/or specific units, DCDR required reports and Yardi software, data tracking, budgets, capital improvements, outstanding tenant issues, operational guiding procedures, and any special directives. Written notice of completion of training will be provided by the Contractor to DCDR. Similar training must be performed for new and temporary staff as appropriate.

- G. The Contractor shall conduct regular quality control analysis of the practices conducted within the Properties to ensure consistent application of the approved Management Plan and to minimize errors in administration. At least annually, results of the analysis will be shared with DCDR, along with action plans implemented to correct and improve performance.
- H. Within 30 calendar days of the onset of services, the Contractor shall hold resident meetings for each site to introduce the firm and the management staff assigned to the site. After the initial introductory meeting, the Contractor shall hold regular monthly resident meetings with the site team and Service Coordinators as applicable.

**V. SPECIFIC REQUIREMENTS**

**A. Leasing**

- 1. During the Term, the Contractor shall handle all negotiations with prospective residents of the Properties and shall have the right to execute and enter into, on behalf of DCDR, any and all leases or rental agreements (“Leases”), of residential units of the Properties and any extension and renewal of said Leases, provided, however, that without the prior written consent of DCDR, the Contractor shall not enter into any Lease with any person for a term in excess of one (1) year. The Contractor shall submit the proposed form of lease agreement to DCDR for its written approval prior to the Contractor’s use of said lease agreement. Any changes, alterations, or modifications thereof must receive a prior written approval from DCDR.
- 2. The Contractor shall be and act as DCDR’s exclusive Contractor in leasing the Properties, as assigned.
- 3. The Contractor shall not decline to lease any unit at the Properties to a prospective resident on the basis of the resident’s race, religion, national origin, ancestry, sex, sexual preference, physical handicap, or any other classification protected by law (i.e. Section 504). NOTE: Fair Housing provisions regarding age/familial status do not apply to housing intended and operated for occupancy by at least one person 62 years of age or older per unit. Prior to executing any Lease with a resident, the Contractor shall investigate the financial ability and history of his/her rent payment history as outlined in the respective Management Plan. The Contractor must also conduct criminal background checks of each prospective resident and obtain references from the prospective resident’s previous landlords, to the extent deemed necessary by the Contractor, to protect DCDR against financial losses and other liabilities. All required tenant, lease, and related information must be entered timely into the system of records (Yardi) upon move-in and updated as appropriate. All expenditures incurred by the Contractor for duties described in this Paragraph shall be considered operating expenses of the Properties.

4. All lease terms including, but not limited to, rental rate, rental concessions, and security deposits are to be determined within the Annual Operating Budget. Any deviations from the Annual Operating Budget require prior written approval by DCDR or its designee.
5. The Contractor shall collect a security deposit from each resident in an amount equal to the maximum authorized by law or as authorized in writing by DCDR.

The Contractor shall collect and disburse each security deposit in accordance with the requirements for the governing Lease and then applicable law. The Contractor shall deposit each security deposit in a separate interest-bearing trust account which has been established by the DCDR for each Property, separate from all other accounts and funds, designated as the “Tenant Security Deposit Account.”

6. The Contractor is authorized to serve “notices to vacate” on tenants and to institute any action or proceeding it deems necessary to recover possession of leased premises; or to recover rent, charges, or other sums payable to DCDR. The Contractor may compromise and settle or otherwise discontinue any such action or proceeding provided the Contractor first obtains DCDR’s or its designee’s written approval. The Contractor shall comply with all PBV program requirements regarding the granting of an informal review for any negative action taken against a resident. In addition, the Contractor shall follow any and all applicable procedure and regulation related to recovering the leased premises and any outstanding tenant balance. In exercising the authority granted by this Paragraph, the Contractor may incur collection fees, costs, and legal fees as agreed to in writing by the Contractor and DCDR. Any such fees or costs shall be considered operating expenses of the Properties.
7. The Contractor shall provide good customer service to all residents and receive, consider, and respond to all resident suggestions, requests, complaints and/or problems in a professional and timely manner consistent with the Contractor’s authority, the applicable regulatory and programmatic requirements of the Properties, and Contractor’s responsibilities as described throughout this Contract. Wherever possible, written responses to residents should be provided within one business week of receipt by the Contractor and documented in the system of records.

**B. Leasing Vacant Units**

1. The Contractor shall provide to DCDR a weekly list of all vacant units at each property.
2. The Contractor will work with Housing Authority of the County of Contra Costa (HACCC) to receive referrals from the property’s site-based waiting list. It will be the responsibility of HACCC staff to maintain current and accurate tenant waiting lists for the Properties in the system of records (Yardi) and in compliance with all applicable



program regulations.

3. The Contractor will evaluate referrals to determine whether the referred tenant should be leased according to the property Management Plan.
4. The Contractor will work with Housing Authority of the County of Contra Costa (HACCC) to receive applications referrals from the property's site-based waiting list. It will be the responsibility of the HACCC staff to maintain current and accurate tenant waiting lists for the Properties in the system of records and in compliance with all applicable program regulations.

C. Operations and Maintenance

The Contractor shall always maintain the Properties in a good, clean, habitable, safe, and attractive condition acceptable to DCDR. Repairs shall be performed as necessary and shall be budgeted as part of the operating expense of the Properties. To this end, the Contractor shall:

1. Perform the following, subject to any limitations imposed by DCDR: all interior and exterior cleaning, painting, decorating, and carpentry; the periodic inspection, maintenance and repair of plumbing, heating, and ventilating systems, property-owned appliances such as stoves and refrigerators, and elevators; the periodic inspection, maintenance of outdoor grounds and facilities; and any other routine maintenance and repair work that becomes necessary. Preventative maintenance and redecorating schedules for each property shall be developed and maintained by the Contractor.
2. Hire all on-site Resident Managers, Properties' Supervisors, maintenance personnel, clerical and for each Property in accordance with applicable equal employment opportunity requirements and the requirements stated herein. This shall include adequate orientation to new staff that ensures consistent understanding of the Contractor's and DCDR's policies and procedures applicable to the Properties the staff-person is assigned. See also Part V (Specific Requirements), Section C (Operations and Maintenance), at paragraph 13 for additional requirements as related to ongoing training and development expectations.
3. Prepare vacant units for occupancy. Turnaround for each vacant unit will be completed within three (3) business days from move-out, unless there are extenuating circumstances such as a death or major damage. At least ninety-eight percent (98%) of the vacant units at each site are to be occupied or market ready at all times. Pre-occupancy inspections shall be completed for each unit with Contractor and tenant identifying in writing the condition of the unit at the time of occupancy.

4. Promptly receive and systematically investigate all service requests from tenants within 5 calendar days, take any necessary action, and keep adequate records of the action taken (which includes entry within the system of records.) Emergency repair requests shall be received and serviced on a 24-hour basis. Emergency after-hours contact information must be communicated to residents and posted in a conspicuous place on the property. Complaints of a serious nature (i.e. deaths, crime reported, etc.) shall be reported to DCDR at the conclusion of an investigation by the Contractor. Emergency repair requests include, but are not limited, to the following:
  - a. Gas leaks
  - b. Broken water lines
  - c. Toilet stoppage
  - d. Exposed/frayed electrical wires, exposed fuse box connection, and/or electrical failure within the unit
  - e. Burst or broken water heater
  - f. Destruction of exterior door (front/rear). Door broken and unable to lock.
  - g. Broken window/window lock (front/rear of unit)
  - h. Defective or omission of smoke detectors
  - i. Elevator failure
  - j. Collapsing walls and ceilings
  - k. Main line stoppage
  - l. No water in unit

Procure materials, supplies, equipment, tools, and services that are necessary for the operation and maintenance of the Properties and maintain a current inventory of the same. Procurements are subject to the requirements set forth at Part VI below.

5. Perform preventive maintenance of the Properties to preserve the physical assets in accordance with sound property management practices. Included among these responsibilities are periodic inspections of sidewalks, walkways, stairs and paved areas to identify trip and other hazards and remediate the same in a timely manner.
6. Perform regular review of energy consumption (gas, water, electricity) of the Properties to ensure usage is consistent and where possible reduced as well as any accommodations needed to ensure all applicable properties within the portfolio meet all accessibility requirements.
7. Procure with contractors, as necessary, for the maintenance and repair of air conditioning and heating systems, elevators and other items requiring special maintenance and repair skills not usually possessed by regular maintenance employees. Such procurements are subject to the requirements set forth at Part VI below.

8. Conduct fire drills at least annually. Training for staff and residents on fire, earthquake safety and crime prevention shall be conducted on an annual basis or more frequently if determined reasonably necessary in response to circumstances such as an increase in crime or the occurrence of a natural disaster.
  9. Coordinate with and accompany inspectors from DCDR and/or its insurance carrier, the Housing Authority of the County of Contra Costa, lenders, applicable regulatory agencies, and other DCDR-authorized parties.
  10. Post a management sign on the building exterior of each Property within one (1) month of execution of the contract which includes required information concerning service of notice of process and maintain the same during the Term in accordance with DCDR requirements. The sign shall be of reasonable size and visible from the sidewalk with information regarding the management company and contact information, subject to DCDR's approval.
  11. Obtain and maintain in full force and effect, all licenses and permits required by law.
  12. Facilitate tenant initial/recertification of eligibility in accordance with the Section 8/HCV programs and comply with other applicable program requirements such as the PBV Program.
  13. On an ongoing basis, the Contractor shall provide the appropriate level of training and orientation necessary for all staff working at the Properties to ensure appropriate delivery of site-specific administration within the Management Plan and provide consistent customer service to its residents. This includes, but is not limited to: regulatory requirements, available DCDR resources, budget, capital expenditures, and general operating procedures as part of the site's Management Plan.
  14. In the event of a change in staffing, the Contractor shall provide DCDR with advance written notice and resume of new staff as well as written certification that the necessary orientation and/or training has occurred.
- D. Financial Management and Reporting
1. DCDR properties each utilize separate Yardi Enterprise Software (Yardi) for property management and accounting functions. The contractor shall be required to utilize this existing software.
  2. DCDR properties contract with the Housing Authority of the County of Contra Costa (HACCC) to provide accounting services utilizing each property's Yardi software platform. The contractor shall coordinate with HACCC as needed to support the successful performance of HACCC accounting services, including but not limited to the

following:

3. Collection of Revenues

- a. FDIC-insured bank accounts are established and maintained by the DCDR for each Property. The Contractor shall deposit all collected amounts into these accounts.
- b. The Contractor shall collect all rents and revenues from the Properties. The Contractor shall collect applicable charges, and other amount receivables, from each Property daily. Cash shall not be accepted. All funds received shall be deposited in each Property's designated bank account and entered into Yardi at least twice per week. The Contractor shall promptly serve all legal notices and provide necessary copies to compliance Agencies as applicable.

5. Payment of Costs

- a. Outside Vendors: The Contractor shall incur costs with outside vendors, utilizing Yardi to manage the procurement process. The outside vendors shall submit invoices directly to HACCC. HACCC will then process payment of the invoices, usually based on the Contractor's procurement process approval in Yardi.
- b. Direct Costs: The Contractor shall incur costs directly upon itself for its overhead, employees, and other types of cost as approved by DCDR. Within 30 days of the end of each month, the Contractor shall submit a request for reimbursement with backup documentation to HACCC for reimbursement of that month's accumulated direct costs. HACCC shall process reimbursement to the Contractor for this billing within 15 days of billing submission.
- c. Compensation: The Contractor shall be entitled to separate compensation as outlined in their property management contract with DCDR. HACCC shall process payment for this monthly compensation in the following month. For example, compensation earned in March shall be processed by April 30<sup>th</sup>.
- d. DCDR approved costs: Certain costs are directly approved by DCDR. Some examples of such costs are mortgage payments, property tax assessments, audit costs, bookkeeping fees, utilities. HACCC shall process payment for these costs without seeking Contractor approval.

6. Annual Operating Budget

- a. The Contractor shall prepare and submit to DCDR for approval, an Annual Operating Budget (the “Budget”) including, but not limited to, rents and other income and expenses, for the calendar year beginning January 1, and for each calendar year thereafter during the term of this Contract. HACCC shall provide financial data, records, or other assistance to the Contractor as needed. The Contractor shall submit its proposed Budget to DCDR at least **120 days** prior to the beginning of the calendar year covered by the Budget. DCDR may require further changes to the budget before approving.

7. Cost Reasonableness

- a. At least once per year, the Contractor will conduct cost reasonableness testing for all routine major expense categories such as carpets/flooring, painting, plumbing supply, landscaping, elevator maintenance, ADA improvements, etc. and submit the results to DCDR.

8. Access to Records

- a. DCDR may, at any time during the Contractor’s normal business hours, either in person or through a representative, inspect all records and supporting and related documentation kept by the Contractor relating to the management and operation of the Properties, including but not limited to, electronic records, checks, bills, vouchers, statements, cash receipts, and correspondence. DCDR may, at its own expense, have an audit made of any records related to the Contractor’s management of the properties, including the following:
  - Demographic information
  - Referral form
  - Housing Assessment
  - Individualized Housing Supportive plan
  - Participants Incident reports
  - Service logs completed for each service contact with or about a tenant
  - Release information
- b. The Contractor must protect any records against loss, tampering, or unauthorized use.
- c. Records will be maintained on staff team meetings, trainings, and provider meetings
- d. The Contractor will maintain all certifications, enrollments, credentials and contracts necessary to provide PSH property management services.

9. Compliance with Loan Documents

- a. The Contractor agrees to provide to any parties entitled to records relating to the Properties under the Loan Documents (as such parties are identified to the Contractor by DCDR) access to the Contractor's records relating to the Properties on the same terms and conditions as DCDR. The Contractor agrees to provide copies of any notices required to be sent by Contractor to DCDR hereunder to such additional parties as specified in the Loan Documents or as otherwise directed in writing by DCDR.

10. Additional Sites

- a. On occasion, DCDR may require property management services for additional types of properties. In the event that occurs, the Contractor will have the first right of refusal to add the management of the new property to an existing contract after discussion of appropriate and agreeable duties, responsibilities and compensation.

**VI. PROCUREMENT REQUIREMENTS**

A. General Requirements

1. No Contractor employee, officer, or agent may participate in the selection, award, or administration of a contract for goods and services purchased in support of the operation and maintenance of the Properties if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization that employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from any vendor considered for the contract. Additionally, no Contractor officer, employee, or agent may solicit or accept gratuities, favors, or anything of monetary value exceeding \$50 from vendors who provide goods and services purchased in support of the operation and maintenance of the Properties or parties to subcontracts.
2. The following rules apply to the procurement of any materials, supplies, equipment, tools ("goods"), and services, excluding maintenance and construction work, that are necessary for the operation and maintenance of the Properties:
  - a. Purchases must be authorized by the Annual Operating Budget. Purchases that are not contemplated by the Annual Operating Budget and purchases that exceed budget authority require DCDR's prior written approval.

- b. Price quotes for purchases of goods and services valued at or in excess of \$10,000 shall be solicited from at least three sources, except where:
      - (i) The item is available only from a single source; or
      - (ii) An emergency for the requirement will not permit a delay resulting from soliciting price quotes. The circumstances prompting the finding an emergency shall be documented and retained on file.
  - 3. Contracts for goods shall be awarded to the vendor providing the lowest priced quote. Contracts for services shall be awarded to the vendor providing the Best Value quote. “Best Value” means a determination that follows from a procurement of services in which a quote is evaluated for price and qualitative factors such as quality and performance and award selection is based upon the quote that offers the most advantageous value.
  - 4. When soliciting for goods and services, incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not contain features that unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated. Identify all requirements the vendor must fulfill and all other factors to be used in evaluating the quotes.
  - 5. Do not purchase goods or services from vendors who have been debarred from contracting (confirm status at [www.sam.gov/SAM](http://www.sam.gov/SAM)) or who appear on HUD’s Limited Denial of Participation list (confirm status at [www5.hud.gov/ecpcis/main/ECPCIS\\_List.jsp](http://www5.hud.gov/ecpcis/main/ECPCIS_List.jsp)).
  - 6. Agency will be responsible for the procurement of any goods and services. If over \$200,000, must be authorized by DCDR.
- B. Procurement of Maintenance and Construction Work
- 1. Agency will be responsible for the procurement of any maintenance or construction work. -

**VII. DCDR'S RESPONSIBILITIES**

- A. DCDR shall have oversight responsibility in all areas of the Contractor's operating plan as an asset manager and shall conduct quarterly management reviews and at its sole discretion conduct formal or informal audits of the Contractor's administration to help minimize errors and ensure optimal performance.
- B. DCDR will provide the Contractor the necessary access to each property's Yardi software.

**VIII SUMMARY OF RESPONSIBILITIES**

**i. General Property Management Responsibilities**

Hire, train and supervise all onsite staff, to include office, maintenance, janitorial and other personnel as required. Clearly disclose if, how, when and why subcontractors and/or temporary employment agencies will be contracted by the Company to fill any onsite positions. Ensure that staff training includes critical areas of permanent supportive housing such as drug overdose and suicide prevention and conflict resolution/de-escalation,

- Identify and address emergency situations immediately and provide follow-up remediation while keeping the DCDR staff and/or designee informed.
- Have an incident reporting and crisis response protocol established which is inclusive of DCDR.
- The selected Company shall provide a 24-hour response process for emergency situations, including maintenance work orders and other resident situations.
- Periodic training to include fire prevention and fire drills with the participation of the local Fire Department to the greatest extent possible.

**ii. Resident-Related Responsibilities**

- Initially qualify applicants and maintain resident eligibility in all appropriate regulatory program(s)
- Fill vacant units in a timely manner, including working with appropriate referral agencies
- Administer leases and enforce resident lease holders' obligations
- Communicate with DCDR, its designee and residents regarding any building



issues that will affect them (e.g. work being conducted on elevators, window washing, lobby floor maintenance)

- Coordinate with DCDR Resident Services coordination teams and with resident services partners to ensure resident programming is being fulfilled, service agencies are supported and our mission for residents to remain housed is intact, as appropriate. Attend and contribute to productive weekly and monthly coordinating meetings with designated DCDR representatives.
- Coordinate resident events including regular community meetings
- Timely address resident reasonable accommodation requests under Section 504 guidelines.
- Comply with all CA Landlord Tenant requirements
- Collaborate with DCDR in implementing DCDR's eviction prevention protocols to endeavor to keep residents housed.

### **iii. Maintenance Responsibilities**

- Manage resident work order calls, dispatch, documentation and follow up as appropriate
- Timely turn over vacant units
- Coordinate all scheduled and unscheduled maintenance work
- Coordinate and supervise minor resident improvement work (e.g. paint, carpet, etc.)
- Actively participate in environmental conservation (water, electricity, trash, etc.) efforts
- Create, monitor, update and implement items in a preventive maintenance schedule that thoroughly covers a property's pertinent systems

### **iv. Vendors / Capital Projects Responsibilities**

- Supervise vendor services and contract administration, obtain proof of insurance. Ensure that all vendors are direct contacts of the Agency and able to provide professional services under the supervision of the Agency.
- Provide a minimum of 3 estimates for capital work in excess of \$9,999 or

unbudgeted work that is non-emergency

- Notify DCDR if work is an emergency is anticipated to be over \$9,999.00
- Hold periodic meetings with DCDR to discuss capital repairs and property status
- Provide project management for major unit improvements and capital items.

**v. Compliance / Administration Responsibilities**

- Prepare and submit all required unit-level regulatory reporting as required by any Federal, State, or Local program associated with the property
- Ensure continued program compliance throughout the life of the contract
- Notify DCDR in advance of any inspections by any partners, regulatory or city/local, state or federal agencies. Promptly respond to inspection findings and work to resolve them.
- Conduct property inspections/tours as required and appropriate
- Periodically review existing building rules and regulations and present recommendations to DCDR to modify existing rules and regulations as deemed appropriate
- Prepare monthly and/or quarterly narrative regarding property operations, financial results, delinquencies, and other reports as required by DCDR and its partners

**vi. Accounting/Financial Reporting**

**Responsibilities Monthly**

- Collect rents, late fees and other fees/charges as appropriate
- With approval from DCDR, prepare and serve 3, 10, or 30 day notices

**Annually**

- Prepare an annual operating budget and a five (5) year capital plan.
- This includes capital improvements and detailed suggestions for the improved operation of the property with a detailed narrative
- Complete and submit timely requests for PBV HAP rent increases for approval by the

appropriate agency/agencies.

**General**

- Follow-up on accounts receivables – bill late fees as appropriate and approved by DCDR
- Log rent checks and other receivables received for financial reporting purposes

**Exhibit B**

**PROPOSAL PRICE FORM**

| <b>TERM</b>        | <b>GROUP #1<br/>Property Mgmt Fee<br/>(Monthly)<br/>(% of Gross Rents<br/>Collected)</b> |
|--------------------|--|
| Initial Term       |  |
| 1st<br>Option Term |  |
| 2nd<br>Option Term |  |
| 3rd<br>Option Term |  |
| 4th<br>Option Term |  |

| <b>TERM</b>        | <b>GROUP #1<br/>Additional Fee Per<br/>Unit Added</b> |
|--------------------|---|
| Initial Term       |   |
| 1st<br>Option Term |   |
| 2nd<br>Option Term |   |
| 3rd<br>Option Term |   |
| 4th<br>Option Term |   |

| <b>TERM</b>        | <b>GROUP #1<br/>Property Mgmt Fee<br/>(Monthly)<br/>(% of Gross Rents<br/>Collected) ADDED<br/>PROPERTIES</b> |
|--------------------|---|
| Initial Term       |   |
| 1st<br>Option Term |   |
| 2nd<br>Option Term |   |
| 3rd<br>Option Term |   |
| 4th<br>Option Term |   |

Proposed Pricing Information for  
Additional Services

| <b>Describe<br/>Services</b> | <b>Rate</b> |
|------------------------------|-------------|
|                              | \$ _____    |
|                              | \$ _____    |
|                              | \$ _____    |
|                              | \$ _____    |

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

Name of Business: \_\_\_\_\_

By: \_\_\_\_\_ Title \_\_\_\_\_

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

**Exhibit C**

**AGENCY RESPONSIBILITY QUESTIONNAIRE**

Name of Firm: \_\_\_\_\_

**All proposers submitting proposals must include this completed Questionnaire.**

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

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

**Confidential:** DCDR's General Counsel has identified completed Responsibility Questionnaires as records containing official information acquired in confidence for the limited purpose of determining vendor eligibility and responsibility, and has determined the public interest in withholding completed Questionnaires from disclosure clearly outweighs the public interest in their disclosure per Evidence Code section 1040 and Government Code section 6255.

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

\_\_\_\_\_ Years

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

**RFP-25162-331 Property Management Services**

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

☐ Yes ☐ No

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

☐ Yes ☐ No

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

☐ Yes ☐ No

By: \_\_\_\_\_ Title: \_\_\_\_\_  
(print/type name)

Signature: \_\_\_\_\_

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

Exhibit D

**DECLARATION OF COMPLIANCE WITH VENDOR DIVERSITY  
OUTREACH REQUIREMENTS**

DCDR requires vendors/contractors/proposers undertake good faith efforts to ensure that Minority Business Enterprises, Woman Business Enterprises and Labor Surplus Area Businesses are provided opportunities to contract with DCDR for the delivery of goods and services.

**“Minority Business Enterprise” (MBE)** means a certified business that is at least 51% owned and controlled by one or more minority group members, or, in the case of a publicly-owned business, one for which at least 51% of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. Minority group members include, but are not limited to, African/Black Americans, Hispanic/Latino Americans, Native Americans, Asian Pacific Americans, Asian Indian Americans and Hasidic Jewish Americans.

**“Women Business Enterprise” (WBE)** means a certified business that is at least 51% owned and controlled by one or more women, or, in the case of publicly held corporation, 51% of the stock is owned by one or more women and whose management and daily business operations are controlled by one or more such individuals.

**“Labor Surplus Area Business” (LSA)** means a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment. For more information on labor surplus areas, including a listing of local labor surplus areas, please see DCDR’s page at <http://www.DCDR.org/mbewbe>.

The undersigned, as an authorized representative of the business identified herein, hereby declares that the following statements are, to the best of his/her/its knowledge, true and correct with respect to the efforts made in a "good-faith" attempt to comply with DCDR’s outreach requirements and that said business will provide to DCDR evidence of the efforts described herein within three working days of such request.

**1. Identified Bid/Proposal Items**

- ☐ We identified specific items in the bid/proposal to be performed or procured from MBE/WBE/LSA businesses.
- ☐ We **did not** identify such items.

Initial \_\_\_\_\_



**2. Advertisement**

☐ Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, we advertised for bids/proposals from interested MBE/WBE/LSA businesses in more than one daily or weekly newspaper, trade association publications, minority or trade oriented publications, trade journals, internet, social media and/or other media. **[Proof of advertisement must be attached.]**

☐ We **did not** advertise for bids from MBE/WBE/LSA businesses.

Initial \_\_\_\_\_

**3. Written Notice**

☐ Not less than \_\_\_\_\_ days prior to the submission of the bids/proposals, we provided written notice of our interest in bidding and requested assistance from organizations that provide assistance in the recruitment and placement of MBE/WBE/LSA and other business enterprises. [NOTE: You may be requested to submit a list of organizations that provided such assistance.]

☐ We **did not** provide such written notice.

Initial \_\_\_\_\_

**4. Participation**

☐ We directly solicited MBE/WBE/LSA businesses that have agreed to participate in this contract if awarded.

☐ We **did not** obtain participation by MBE/WBE/LSA businesses.

Initial \_\_\_\_\_

**5. Negotiations**

☐ We negotiated in good-faith with interested MBE/WBE/LSA businesses and did not unjustifiably reject bids prepared by any such business. [NOTE: You may be requested to submit a list of the negotiating businesses that includes the item of work solicited.]

☐ We **did not** engage in such negotiations.

Initial \_\_\_\_\_

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Company Name

---

Signature

---

Title

Exhibit E

LIST OF SUBCONTRACTORS

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

Company Name: \_\_\_\_\_

| Business Information  | Trade/Business |
|---|----------------|
| <sup>1</sup> Name: _____<br>Address: _____<br>City/State: _____<br>Contact Name: _____<br>Contact Phone Number: _____<br>Contact Email: _____ |                |
| <sup>2</sup> Name: _____<br>Address: _____<br>City/State: _____<br>Contact Name: _____<br>Contact Phone Number: _____<br>Contact Email: _____ |                |

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

**Exhibit F**

**WORKFORCE PROFILE**

(attached)

## RFP-25162-331 Property Management Services

### CONTRACTOR WORKFORCE PROFILE – EXHIBIT F

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

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

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

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

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

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

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

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

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

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

Name of Business: \_\_\_\_\_ Total All Employees: \_\_\_\_\_

Total Male Employees: \_\_\_\_\_ Total Female Employees: \_\_\_\_\_

**Exhibit G**

**CERTIFICATION OF PAYMENTS TO INFLUENCE FEDERAL TRANSACTIONS**  
(HUD Form 50071)

**[ATTACHED]**

**Exhibit H**

**SUPPLEMENTAL INSTRUCTIONS/SPECIAL CONDITIONS (IF APPLICABLE)**

**[ATTACHED]**

**Exhibit I**

**CONTRACT FOR SERVICES BETWEEN THE BOARD OF DIRECTORS OF  
DEANZA HOUSING CORPORATION AND CASA DEL RIO APARTMENTS, LLC  
AND**

**INSERT CONTRACTOR NAME**

**THIS CONTRACT** ("Contract") is made and entered into this **insert start date** ("Effective Date"), by and between the Deanza and Casa Del Rio Board, a public body, corporate and politic ("DCDR"), and **insert contractor name**, ("Agency"). DCDR and Agency are hereinafter collectively referred to as the "Parties" and individually as a "Party."

**RECITALS**

**WHEREAS**, DCDR requires **insert description of services** ("Services"), to be performed at **insert address** that otherwise cannot be provided by regular employees of DCDR;

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

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

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

**WHEREAS**, the Board of Commissioners, by resolution adopted on **insert date** authorized DCDR to contract with Agency for said Services; and

**WHEREAS**, DCDR and Agency desire to enter into this Contract for the Services upon the terms and conditions set forth herein.

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

**Section 1. STATEMENT OF SERVICES**

A. Scope of Services. Agency shall, in a manner satisfactory to DCDR, completely perform the Services set forth in the "Scope of Services" attached hereto **as Exhibit 1, and** in accordance with its proposal submitted in response to DCDR's Request for Proposals ("Agency's Proposal"), which is incorporated herein by this reference. Any conflicts between the requirements of the Scope of Services

attached hereto and the Agency's Proposal shall be referred for resolution to DCDR, whose decisions in such matters shall be final and binding on both parties.

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

## **Section 2. AGENCY'S DUTIES, WARRANTIES AND RESPONSIBILITIES**

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

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

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

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

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



calculations, and other services.

### **Section 3. FEES, PAYMENTS AND INVOICES**

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

B. Reimbursable Expenses. ☐ Applicable ☐ Not applicable.

If this section is applicable, the reimbursable expenses identified in the Fee Schedule are recognized as reimbursable expenses that may be reasonably and necessarily incurred in the performance of the Services. Reimbursable expenses are in addition to compensation for Basic and Additional Services and shall be billed at actual net cost, without any "mark ups" or surcharges. All expenses must be supported by back up documentation (e.g., receipts, invoices, or proof of expenditure). Expenses that exceed \$5000.00 must be approved by DCDR, in writing and in advance of incurring the cost. DCDR does not reimburse for local travel costs, including but not limited to travel time from Consultant's office to DCDR's Office or project site. Local travel consists of travel within Contra Costa County and its immediate surrounding areas including but not limited to Alameda and San Francisco.

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

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

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

F. Invoices. Agency shall submit invoices to DCDR for payment in arrears of work being performed and not more frequently than once per calendar month. Agency's invoices shall specify the following: (i) name of person(s) performing the work; (ii) description of work and location where work was performed; (iii) dates of work performance; (iv) if billing by hourly increments, the number of

hours of work performed and the applicable billing rate; (v) total amount due and payable; and (vi) Contract number assigned for Services. Request for reimbursement of reimbursable expenses, if authorized, shall be itemized and supported by documentation. Invoices shall be signed by Agency's authorized representative, whose signature attests to the fact that the invoice is true and accurate. Invoices must be billed separately for DeAnza Gardens and for Casa Del Rio. Invoices may be emailed to [invoices@deanzahousing.org](mailto:invoices@deanzahousing.org) or [invoices @CDRhousing.org](mailto:invoices@CDRhousing.org), or may be mailed to:

DCDR  
P.O. Box 2759  
Martinez, CA 94553  
Attention: Accounts Payable

#### Section 4. CONTRACT TERM

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

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

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

(1) 1<sup>st</sup> Option Term. DCDR, at its sole discretion, may elect to extend the Contract Term for the period through [insert date](#) ("1<sup>st</sup> Option Term") by giving notice to the Agency prior to the expiration of the initial Contract Term.

(2) 2<sup>nd</sup> Option Term. DCDR, at its sole discretion, may elect to extend the Contract Term for the period through [insert date](#) ("2<sup>nd</sup> Option Term") by giving notice to the Agency prior to the expiration of the 1<sup>st</sup> Option Term.

(3) 3<sup>rd</sup> Option Term. DCDR, at its sole discretion, may elect to extend the Contract Term for the period through [insert date](#) ("3<sup>rd</sup> Option Term") by giving notice to the Agency prior to the expiration of the 2<sup>nd</sup> Option Term.

(4) 4<sup>th</sup> Option Term. DCDR, at its sole discretion, may elect to extend the Contract Term for the period through [insert date](#) ("4<sup>th</sup> Option Term") by giving notice to the Agency prior to the expiration of the 3<sup>rd</sup> Option Term.

C. Maximum Term. The Contract Term shall not exceed five years, including options for renewal or extension, without HUD's consent.

#### Section 5. INSURANCE

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

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

(2) Commercial General Liability (DCDR as an additional insured): \$1,000,000.

(3) Automobile Liability (Evidence of insurance in the form of ACORD listing DCDR as a certificate holder): \$500,000.

(4) Errors and Omissions (Professional Liability) (DCDR as a certificate holder): \$1,000,000 (if imposed).

(5) Incidences involving cybersecurity under either a General Liability policy or a separate cybersecurity policy (DCDR as an additional insured): \$1,000,000 (if imposed.)

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

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

D. Except by agreement or instruction of DCDR in writing, Agency shall not commence Services prior to the effective date of the insurance required to be furnished by Agency. Agency's obligations to timely complete the Services shall not be changed by the effective date of such insurance.

## Section 6. NOTICES

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

**For DCDR:**

Contracting Officer:

XXXXXXXXXXXXXXXXXX

Attn:

3133 Estudillo Street  
Martinez CA, 94553

Contracts Dept.:

XXXXXXXXXXXXXXXXXX

Attn: insert, Contracts Administrator

3133 Estudillo Street  
Martinez CA, 94553

Project Manager:

XXXXXXXXXXXXXXXXXX

Attn: insert, Project Manager

3133 Estudillo Street  
Martinez CA, 94553

**For Agency:**

To:

insert information

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

## **Section 7. SUBCONTRACTING**

A. Agency and DCDR agree that Agency's unique talents, knowledge and experience form a basis for this Contract and that the services to be performed by Agency under this Contract are personal in character. Therefore, Agency shall not subcontract, assign or delegate any portion of this Contract or any duties or obligations hereunder to any subcontractor not identified in Agency's Proposal unless approved by DCDR in a written instrument executed and approved by DCDR in writing. Neither party shall, on the basis of this Contract, contract on behalf of or in the name of the other party. Any Contract that violates this Subcontracting section shall confer no rights on any party and shall be null and void.

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

## **Section 8. DCDR'S RIGHTS AND REMEDIES IN GENERAL**

A. All of DCDR's rights and remedies under the Contract are cumulative, and shall be

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

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

## **Section 9. CONFIDENTIALITY**

A. During the Contract Term and at all times thereafter, Agency will: (a) hold all Confidential Information (defined below) in strict trust and confidence; (b) refrain from using or permitting others to use Confidential Information in any manner or for any purpose not expressly permitted by the Contract; and (c) refrain from disclosing or permitting others to disclose any Confidential Information to any third party without obtaining DCDR's express prior written consent on a case-by-case basis. Contractor will disclose Confidential Information only to its employees or contractors who need to know that information in order to perform services hereunder and who have executed a confidentiality agreement with the Agency at least as protective as the provisions of this section. The provisions of this section shall survive the termination or expiration of this Contract. Agency will protect the Confidential Information from unauthorized use, access, or disclosure in the same manner as Agency protects its own confidential or proprietary information of a similar nature, and with no less than the greater of reasonable care and industry-standard care. DCDR owns all rights, title and interest in the Confidential Information. Upon DCDR's request and upon any termination or expiration of this Contract, Agency will promptly (a) return to DCDR or, if so directed by DCDR, destroy all Confidential Information (in every form and medium), and (b) certify to DCDR in writing that Agency has fully complied with the foregoing obligations.

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

C. "Confidential Information" means: (i) any information related to the business or operations of DCDR, including information relating to DCDR's personnel and users; and (ii) all financial,

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

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

E. Agency shall notify DCDR promptly and in writing upon learning of any unauthorized disclosure or use of Confidential Information and will cooperate fully with DCDR to protect such information. Agency shall further immediately report to DCDR any security incidents of which it becomes aware, such as the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Confidential Information in Agency's possession or electronic interference with DCDR's operations. Agency shall make a report to DCDR not more than five (5) business days after learning of such use or disclosure, in which it shall identify to the extent known: (i) nature of the unauthorized use or disclosure; (ii) Confidential Information used or disclosed; (iii) who made the unauthorized disclosure or received unauthorized disclosure; (iv) what Agency has done to mitigate the negative effects; (v) what corrective action Agency has taken or shall take to prevent similar occurrences. DCDR will have the right to enforce this Contract by specific performance, as well as hold the Agency liable for any damages caused by any disclosure of any Confidential Information whether intentional or inadvertent.

## **Section 11. RESERVED**

## **Section 12. MISCELLANEOUS PROVISIONS**

A. Successorship. Agency and DCDR acknowledge that the provisions of this Contract

are binding upon the Parties, their employees, agents, heirs, successors and assigns.

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

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

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

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

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

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

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

I. Survival. The provisions of the Contract which by their nature survive termination of the Contract or final completion, including all warranties, indemnities, payment obligations, and

DCCR's right to audit Agency's books and records, shall remain in full force and effect after final completion or any termination of the Contract.

J. Counterparts. This Contract may be executed in counterparts, each of which shall be deemed to be an original.

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

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

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

[THIS PORTION INTENTIONALLY BLANK]



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

**IN WITNESS WHEREOF**, DCDR and the Agency have executed this Contract on the day and year first above written.

**Contractor**

**DEANZA HOUSING CORPORATION**

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Signature of Authorized Person

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Signature of Authorized Person

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Print name of Authorized Person

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Print name of Authorized Person

**CASA DEL RIO APRTMENTS, LLC.**

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Signature of Authorized Person

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Print name of Authorized Person

**Exhibit 1**

**CONTRACT FEES**

[to be inserted]

**Exhibit 2**

**AGENCY INSURANCE DOCUMENTATION**