

**SANTA CLARA UNIFIED SCHOOL DISTRICT
TEACHER HOUSING FOUNDATION**

**REQUEST FOR PROPOSALS (RFP)
PROPERTY MANAGEMENT SERVICES**

FOR

CASA DEL MAESTRO

**RFP Due Date: Thursday, April 23, 2020 at 4:00 p.m.
VIA Email: mkersh@scusd.net**

Melissa Kersh
Project Manager
Facility Development & Planning
1889 Lawrence Road
Santa Clara, CA 95051
Email: mkersh@scusd.net

**SANTA CLARA UNIFIED SCHOOL DISTRICT TEACHER HOUSING
Property Management Services Request For Proposals**

The Santa Clara Unified School District Teacher Housing Foundation (“SCUSDTHF”) is seeking Statements of Qualifications from qualified persons, Firms, contractors, partnerships, corporations, associations, or professional organizations (“Company”) in response to this Request for Proposals (“RFP”) for full service property management of the SCUSDTHF Casa Del Maestro, 3445 Lochinvar Ave, Santa Clara, CA 95051.

All proposals must be clearly marked, “**SANTA CLARA UNIFIED SCHOOL DISTRICT TEACHER HOUSING FOUNDATION PROPERTY MANAGEMENT SERVICES PROPOSAL**” and shall be submitted electronically to:

**Melissa Kersh
PROJECT MANAGER, FACILITY DEVELOPMENT AND PLANNING
SANTA CLARA UNIFIED SCHOOL DISTRICT
mkersh@scusd.net**

Responses shall be submitted electronically by: 4:00 p.m. on Thursday, April 23, 2020. Respondent is responsible for verifying that the email and attachments have been received. Late submittals will not be accepted.

Any questions regarding this RFP must be put in writing and sent by email to Melissa Kersh at mkersh@scusd.net on or before April 16, 2020 at 4:00 p.m. All responses to questions will be posted to the District website below in Addenda.

It should be understood that the final fee will be negotiated with SCUSDTHF. All submitted proposals will be reviewed and analyzed by SCUSD staff and the proposals which best meet the District’s needs will be selected for further analysis and negotiation. The District reserves the right, in its sole discretion during the selection process, to reject any or all proposals or any portion without exception or explanation.

A copy of the RFP and any Addenda can be downloaded from the District's website at:

www.santaclarausd.org/Domain/95

For questions regarding this RFP you may contact Melissa Kersh, Project Manager, Facility Development and Planning at mkersh@scusd.net

Questions received after the date and time stated above will not be accepted, and will not be responded to. Respondents shall not, directly or indirectly, communicate with any employee, officer, Board of Trustees member, agent or representative of the District regarding the RFP or Architectural Services required by the RFP except for the District Contact person noted above. The RFP Response of a Respondent who has engaged in any action or activity inconsistent with or in violation of the foregoing is subject to rejection for non-responsiveness.

1. BACKGROUND

SCUSDTHF is soliciting proposals for a full service property management company to manage, including but not limited to, the District's current Teacher Housing property, Casa Del Maestro. All properties are located within the Santa Clara Unified School District boundary and have been constructed by the SCUSD to provide Below Market Rate Housing to SCUSD teachers. In addition to this property, others may be added to the portfolio in the future. Proposals are for a one (1) year Agreement, with an option to extend up to an additional four (4) years.

2. SCOPE OF SERVICES

The SCUSDTHF is seeking proposals for Property Management Services for its Teacher Housing property, Casa Del Maestro. This portfolio includes 70 one and two bedroom units with attached and detached single car garages on approximately 2 acres that will fall under the Scope of Services as outlined. Site visits, coordination of monthly maintenance, landscaping, and other services will be required by the Property Manager. Information regarding the SCUSDTHF properties is as follows:

3445 Lochinvar Ave. Santa Clara, CA 95051

70 Units

APN: 290-23-088

Within the Property Management Scope of Services, the respondents selected must:

1. Execute, administer and enforce the terms of all rental agreements, in compliance with federal, state and local laws and provide copies of each executed agreement to the SCUSDTHF when requested.
2. Collect rents, fees and late charges and collect and disburse security and other deposits.
3. Advertise and promptly lease vacancies.
4. Qualify prospective and current tenants based on the SCUSDTHF list of interested certificated teachers, as identified by the District in accordance with the United Teachers of Santa Clara Contract.
5. Provide an affirmative marketing plan and tenant selection procedure that ensures that prospective tenants are not discriminated against due to race, religion, national origin, familial status, etc., in compliance with the Fair Housing Act.
6. Represent the SCUSDTHF's interest in all matters involving the tenant under the lease agreement.
7. Manage and resolve conflicts among tenants. Document and keep a record of communications with tenants on issues and complaints, and resolutions to such.
8. Manage properties in accordance with the tenets of the Crime Free Rental Housing Program.

9. Terminate tenancies and serve notices as appropriate, recover possession of premises, recover rent and other sums due.
10. Institute legal action in the name of the SCUSDTHF; settle, compromise or release such upon District consultation and approval; and, appear in court when necessary.
11. Provide 24-hour a day emergency maintenance service and report emergencies to the SCUSDTHF by the next business day.
12. Monitor properties on a regular basis for repairs and preventive maintenance, contracting with subcontractors to provide repair, maintenance, custodial, landscaping, pest control, and other services, as needed.
13. Schedule and oversee any improvements or modifications made to properties. Ensure independent contractors have necessary licensing, insurance coverage, and all improvements or modifications have been approved by SCUSDTHF and are completed under the Public Contract Code.
14. Secure and maintain property in compliance with Santa Clara City Code or applicable State codes and guidelines. Ensure that all laws and rules related to loitering and criminal activity are vigorously enforced.
15. Submit digital pictures of the exterior of each property to the District on a quarterly basis.
16. Recertify the employment status of each occupant annually based on District's qualification standards and meet other reporting requirements.
17. Assist the SCUSDTHF in capital improvements and rehabilitation-related scheduling.
18. Manage separate banking account for SCUSDTHF property finances.
19. Provide bank statements and reconciliations monthly.
20. Provide a detailed monthly management report to the District to include:
 - Rent collection, delinquencies, vacancies and waiting list status, if any.
 - Revenue and expenditures based of the property.
 - Monthly maintenance, preventive maintenance and tenant requested maintenance.
 - Log of onsite property visits by property management representative(s).
 - Accounting of monies collected from washer, dryer and/or vending machines.
 - Tenant eviction status and current and pending legal matters.
21. Attend monthly/quarterly SCUSDTHF/SCUSD Board meetings and present status of above as requested.
22. Provide information as requested to SCUSDTHF auditors.
23. Analyze SCUSDTHF property and comparable apartments in Santa Clara County to validate BMR rental values per SCUSDTHF goals.
24. Provide tours and information to other Public Entities as requested by SCUSDTHF.

3.0 REQUIRED QUALIFICATIONS

The ideal property management Company must:

1. Hold a valid real estate broker's license and be in good standing with the California Department of Consumer Affairs, Bureau of Real Estate for at least 7 years.
2. Have reasonable and working knowledge and understanding of the general principles and responsibilities of property management, including: the laws concerning real estate licensing, contracts, tenant/landlord responsibilities, fair housing, employment, property protection and insurance.
3. Hold a current inventory of residential rental properties that meet minimum standards of habitability, consistent with housing quality standards and health, safety and building codes.
4. Have working knowledge of principles of business administration, marketing, accounting, advertising, insurance, repairs and maintenance, taxation and public relations.
5. Maintain separate bank account for each contracted client, with no commingling of funds between client accounts.
6. Carry a satisfactory fidelity bond on all employees whose duties involve the handling of funds and satisfactory liability insurance coverage that meets District's standards.
7. Have demonstrated the ability to work with law enforcement, code compliance and/or fair housing advocates.
8. Have a working knowledge of U.S. Department of Housing and Urban Development (HUD) program guidelines in the area of income qualification and affordable rent standards. Be familiar with HOME and CDBG programs and state laws governing Housing Successor Agency and Low/Mod funding.
9. Have access to skilled specialists for repair and maintenance work and have ability to address property maintenance in a timely manner and property related emergencies on a 24-hour a day basis.

4.0 CONTRACT PERIOD

The agreement for services shall be for one (1) year, commencing from the date of SCUSDTHF award, with the option to renew for up to four (4) additional years. The total contract period shall not exceed five (5) years.

In the event that the District exercises its option to extend the Agreement, the District shall provide written notice to the Property Manager no later than thirty (30) days before the end of the initial term. The District's decision to exercise its option will be based upon Property Manager's past performance being satisfactory to SCUSDTHF. Property Manager's performance will be reviewed on an annual basis.

5.0 PROPOSAL FORMAT GUIDELINES

In order to maintain uniformity with all proposals submitted, it is requested that the Company's proposal include the following information: Proposal content, completeness, clarity and conciseness are essential and will be considered when assessing the proposer's capabilities. All proposals must be submitted in PDF with Bookmarks noted in the Sections below via Email.

COVER

The cover should clearly display the title of this RFP "Santa Clara Unified School District Teacher Housing Foundation Property Management Services Proposal"

Bookmark 1. EXECUTIVE SUMMARY

Provide a cover letter that serves as the executive summary of the proposal limited to no more than two (2) pages. This letter should include the Company's understanding of the work to be performed. In addition, state why the Company believes it to be the best qualified to perform the services requested. Also, state the RFP contact (Name and title of the representative authorized to sign an agreement for the Company) and Project Manager (Name and title of the person responsible for day-to-day management of the property).

Bookmark 2. INTRODUCTION

Provide general information about your Company including size, scope of services, years in business, number of employees, and office location.

Description of relevant experience including the location, size, and duration of properties managed and a description of the role of management for the past 10 years.

Bookmark 3. REPORTS

Copies of typical monthly/annual reports.

Bookmark 4. LEASE AGREEMENT

A copy of a sample lease/rental agreement with all addenda.

Bookmark 5. APPROACH TO SCOPE OF SERVICES

Provide a detailed overview of how your company, if selected, would address all items set forth in the "Scope of Services" section of this RFP. Additional information must be clearly identified. The items must be addressed in the order in which they appear in the "Scope of Services" section.

Bookmark 6. PROGRAM TEAM AND MANAGEMENT

Listing of the staff and management proposed for the Services to be provided.

Experience of and resumes of proposed personnel to be used.

Bookmark 7. REFERENCES

List similar services performed for all public agencies within the last five (5) years and when performed, including the dates of the Agreement and amount of the yearly contract. Provide the name of the agency, names, email addresses, and telephone numbers of person(s) who can be contacted with regard to the services that were provided.

List three references that are not public agencies. Include name of the company, description of housing complex, names, email addresses, and telephone numbers of person(s) who can be contacted with regard to the services that were provided. Include a description of services provided, and amount of yearly contract.

Bookmark 8. COST PROPOSAL

Provide a monthly property management service fee offered to fulfill the Scope of Services as outlined in "Section 2" of the proposal document. State clearly if there is a specific service that the company provides that has not been called out in the Scope of Service, but will be included as a service in the specified fee; or if there is a service within the scope service that will not be covered by the monthly service fee proposal. Costs shall include any and all incidental expenses related to completing the Scope of Services outlined in this RFP. Proposed fee structure must be broken down by each potential year that the contract may be extended (initial one (1) year term and optional four (4) year extensions).

6.0 REQUIRED FORMS

The following items are mandatory requirements and shall be submitted with proposal response with Bookmarks:

- Bookmark 9. Proposal Sheet, Signature of Authorization
- Bookmark 10. Required Qualifications Worksheet
- Bookmark 11. Minority Business Questionnaire
- Bookmark 12. Statement of Non-Collusion by Contractor

Proposals submitted without all required forms will be deemed as non-responsive and will not be considered for award.

7.0 SELECTION CRITERIA

In addition to price, the SCUSDTHF reserves the right to consider factors other than price when determining the “most qualified bidder”. Each proposal must be complete and accurately follow the Required Proposal Format outlined in the RFP. Each proposal will be evaluated on, but not limited to, the following:

1. Qualifications, background, and prior experience;
2. The responsiveness of the RFP tasks as identified in the “Scope of Services” section;
3. References and past performance on contracts in terms of quality of work;
4. Cost proposal.

8.0 AWARD CRITERIA

General Provision – The award of contracts shall be at the sole discretion of the SCUSDTHF. It is the intent to make an award to one Company for all items although the SCUSDTHF reserves the right to make multiple awards depending on the needs and best interests of the SCUSDTHF. The SCUSDTHF may accept or reject any or all proposals in whole or in parts and may waive informalities in the process. The contents of the proposal from the selected Company will become the basis for a negotiated contractual obligation when the award is made.

Professional Services – Award will be made to the most qualified Company that is determined to be the most advantageous to the SCUSDTHF at a reasonable price.

Company Selection – Award will be in accordance with the provisions of the California Law. The proposals may be reviewed individually by an ad hoc committee to assist in the selection process. The finalists may be invited to conduct a presentation and/or oral interview in person or via an online media, in order to further evaluate the Company’s capability.

9.0 RESERVATION OF RIGHTS

The SCUSDTHF reserves the right to:

- Reject any and all proposals at its discretion
- Cancel the entire RFP
- Waive any minor errors or informalities in any proposals, to the extent permitted by law
- Conduct oral interviews
- Negotiate with one or more Company
- Require a best and final offer from one or more Company
- Issue an amended RFP to ensure compatibility of the Proposal for comparison

10. TERMS AND CONDITIONS

- a) **Addendum to the RFP** – All questions on the RFP shall be emailed to Melissa Kersh. If it becomes necessary to revise or clarify any part of the RFP, an addendum will be posted on the Santa Clara Unified School District's website (see the “Department of Facility Development and Planning” section for details); no other contact shall be made by the District to bidders regarding addenda to the RFP. All addenda issued during the time of bidding will be incorporated into the resulting contract.
- b) **Applicable Laws** – The laws of the State of California will govern the contract. The applicable law for any legal dispute arising out of the contract shall be the law of the State of California. The Bidder shall comply with all federal, state, county and local laws concerning this type of commodity/service. All systems provided by the Bidder shall comply with all applicable federal, state, and local building, fire, safety, and electrical codes and all relevant industry standards.
- c) **Appropriation of Funds** – If the term of this agreement extends into fiscal years subsequent to that in which it was approved, such continuation of the contract is subject to the appropriation of funds for such purpose by the SCUSDTHF. If funds to effect such continued payment are not appropriated, the Bidder agrees to terminate any goods or service supplied to the SCUSDTHF under this agreement.
- d) **Assignment** – The Bidder shall, under no circumstances, assign any contract issued as a result of this proposal by any means whatsoever, or any part thereof to another party without express written permission of the SCUSDTHF.
- e) **Award of Contract** – A contract may be awarded as a result of this RFP and may require approval by the SCUSDTHF as prescribed by SCUSD/SCUSDTHF Policy. All awarded contracts must be issued an executed contract with SCUSDTHF prior to delivering goods or performing services. If the awarded Company imposes additional terms or conditions after the award of a contract, the award may be rescinded and the Contract will be canceled.
- f) **Bidder's Cost to Develop a Response** – Costs for developing a response to this solicitation are entirely the obligation of the Bidder and shall not be chargeable in any manner to the SCUSDTHF.
- g) **Conflict of Interest** – Except for items that are clearly promotional in nature, mass produced, trivial in value and not intended to invoke any form of reciprocation, employees of the SCUSDTHF may not accept gratuities, entertainment, meals of anything of value whatsoever from current or potential

suppliers. The offer of such gratuity to an employee of the SCUSDTHF shall be cause for declaring such supplier to be an irresponsible proposer and preventing the supplier from bidding as provided in Education Code 17596/81644.

- h) **Default Of Company** - The SCUSDTHF shall hold the Company responsible for any damage, which may be sustained because of the failure or neglect of the Company to comply with any term or condition, listed herein.
- i) **Equal Employment Opportunity** – The Bidder shall comply with all applicable state and federal laws addressing Equal Employment Opportunity.
- j) **General Services** – Award may be made to the lowest responsible/responsive bidder. The SCUSDTHF may make an award without further discussion of the proposals submitted; therefore, the proposal should be submitted with the most favorable terms that the Bidder can offer.
- k) **Independent Contractor Status** – It is expressly understood that the Bidder named in any contract entered into by the SCUSDTHF is acting as an “independent contractor” and not as an agent or employee of the SCUSDTHF.
- l) **Late Submission of Bid** – Any proposals received after the due date and time specified in this RFP will not be accepted. The SCUSDTHF will not return late submittals. Late submittals will be returned to Bidder unopened.
- m) **News Releases** – The Bidder shall not make news releases pertaining to an award resulting from proposals made in response to the RFP without the prior written approval of the SCUSDTHF President. In addition, the successful Bidder must agree not to release any advertising copy mentioning the SCUSDTHF or quoting the opinion of any SCUSDTHF employee without written approval by the SCUSDTHF.
- n) **Permits and Licenses** – The Bidder shall secure or maintain in force during the period covered by any contract resulting from this specification all licenses and permits required by law for the operation of their business including a Santa Clara Business License when required.
- o) **Public Information** – After the date specified for the opening of the RFP, all materials received relative to general service proposals become public information and are available for inspection. Professional service proposals become public upon award of contract. The SCUSDTHF reserves the right to retain all proposals submitted, whether or not the proposal was selected or judged to be responsive.
- p) **Rejection of Proposals** – This RFP does not commit the SCUSDTHF to award any contract. The SCUSDTHF reserves the right, at its sole discretion, to reject any or all proposals without penalty, to waive irregularities in any proposal

response or in the proposal procedures, and to be the final judge is determining a responsive and responsible bid. The SCUSDTHF reserves the right, at its sole discretion, to reject any or all proposals that contain items not specified, items that are incorrect, that does not complete all the items scheduled, or does not respond to items published specifications or scope of services. Proposals offering less than 90 days for acceptance from the published closing date may be considered non-responsive and may be rejected.

- q) **Signatures** – Proposal responses must be signed in longhand or by a digital signature by the Bidder with his/her usual signature in the designated areas within the bid documents. Submission of proposals must be signed by representatives legally authorized to contractually bind the Company.

- r) **Unauthorized Use of SCUSD Seal or Logo** – AR 1230 of the SCUSD Board Policy prohibits the use of the SCUSD's Seal or Logo, or any reproduction thereof, for any purpose other than for official business of the SCUSD, its council, officers or departments.

- s) **Withdrawal of Proposals** – Proposal responses received by the SCUSD may be withdrawn. An authorized representative of the Bidder must submit a signed, written request to the SCUSDTHF, formally requesting their proposal to be withdrawn from the proposal process.

Bookmark 9. PROPOSAL SHEET

Company Name: _____

Company Parent or Ownership: _____

Company Address: _____

Company Telephone Number: _____

Number of years in existence: _____

Management Contact (person responsible for direct contact with the SCUSDTHF and services required for this Request for Proposal):

Name: _____ Title: _____

Telephone Number: _____ Email _____

Project Manager (Person responsible for day-to-day servicing of the account):

Name: _____ Title: _____

Telephone Number: _____ Email: _____

Types of services provided by the Company:

Signature of Authorization

I, _____ (*Print Full Name of Authorized Representative*), _____ (*Title*), am duly authorized to commit my company to sell/perform the products and/or services described herein. I understand by signing this Proposal I am not obligating the SCUSDTHF to make this purchase, nor am I signing a contract to sell or perform this purchase. By signing this document I agree to comply with all specifications described herein, unless specifically noted.

Authorized Representative:

Signature

Date

Bookmark 10. Required Qualifications Questionnaire

1.	How many years has your company been providing property management services?	Years _____
2.	Does your company currently have a portfolio that includes rental units in Santa Clara, CA?	Yes No <input type="checkbox"/> <input type="checkbox"/>
3.	Has your company been in continual good standing with the California Department of Consumer Affairs and Bureau of Real Estate for the past 7 years?	Yes No <input type="checkbox"/> <input type="checkbox"/>
4.	Does your company have a reasonable and working knowledge of the general principles and responsibilities of property management? Including laws and regulations concerning: a. Real estate licensing? b. Contractual obligations? c. Tenant/landlord responsibilities? d. Fair housing and employment practices? e. Property protection and insurance?	Yes No <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
5.	Does your company hold a current inventory of residential rental properties that meet minimum standards of habitability, consistent with housing quality standards and health, safety and building codes?	Yes No <input type="checkbox"/> <input type="checkbox"/>
6.	Does your company adhere to standard industry practices when it comes to rental property financial practices and recordkeeping?	Yes No <input type="checkbox"/> <input type="checkbox"/>
7.	Does your company carry a satisfactory fidelity bond on all employees whose duties involve the handling of funds and satisfactory liability insurance coverage that meets SCUSDTHF standards?	Yes No <input type="checkbox"/> <input type="checkbox"/>
8.	Does your company have experience with U.S. Department of Housing and Urban Development (HUD) program guidelines in the area of income qualification and affordable rent standards?	Yes No <input type="checkbox"/> <input type="checkbox"/>
9.	Does your company have access to skilled specialists for repair and maintenance work and have ability to address property maintenance in a timely manner and property related emergencies on a 24-hour a day basis?	Yes No <input type="checkbox"/> <input type="checkbox"/>

Bookmark 11. SCUSDTHF MINORITY BUSINESS QUESTIONNAIRE

Name of Company: _____

Division or Subsidiary, if applicable: _____

Company Address: _____

Telephone No.: _____

Contact Person: _____

Title: _____

Type of Company:

- Non Profit []
- Sole Proprietorship []
- Partnership – General []
 - Limited []
 - Corporation []

Is the business 51% or more owned

- American Indian []
- Asian []
- Black []
- Hispanic []
- Female []
- Other _____ []
(Please specify)

Prepared By: _____

Title: _____

Date: _____

Bookmark 12. SCUSDTHF STATEMENT OF NON-COLLUSION BY CONTRACTOR / PROPOSER / COMPANY

The undersigned who submits herewith to the SCUSDTHF a Bid or Proposal does hereby certify that:

- a. All statements of fact in such bid or proposal are true;
- b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;
- c. Such bid or proposal is genuine and not collusive or sham;
- d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the SCUSDTHF or of any other bidder or anyone else interested in the proposed procurement;
- e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;
- f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;
- g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the SCUSDTHF, or to any person or persons who have a partnership or other financial interest with said bidder in his business.
- h. Bidder did not provide, directly or indirectly to any officer or employee of the SCUSDTHF any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocity or favorable treatment.
- i. No officer or principal of the undersigned Company is employed or has been employed, either full or part time, by the SCUSDTHF, either currently or within the last two (2) years, or is related to any officer or employee of the SCUSDTHF by blood or marriage within the third degree. An exception to this section may be granted by approval of the SCUSDTHF prior to contract award.
- j. No officer or principal of the undersigned Company nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on _____
(Date) at _____, California.

Company: _____ (Signature)

Address: _____ (Print Name & Title)