

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSALS FOR 3615 MAIN STREET PROPERTY MANAGEMENT SERVICES

Issued: June 11, 2009

Proposal Due: June 25, 2009

Issued by:

REDEVELOPMENT AGENCY OF THE CITY OF RIVERSIDE
3900 Main Street, 5th Floor
Riverside, CA 92522
(951) 826-5265

PART I – INTRODUCTION

The Redevelopment Agency of the City of Riverside (“Agency”) is seeking an experienced, responsible, capable, and professional consulting firm (“Consultant”) with proven experience in property management and commercial leasing services for 3615 Main Street, an approximately 30,400-square-foot, two-story retail building currently occupied by seven tenants.

The successful Consultant shall be awarded a contract to perform property management and commercial leasing services on a continuous basis for the Agency between of August 15, 2009 and August 14, 2010, with a one-year option should the Agency require additional service. Owner-directed enhancements are planned, including a façade upgrade and periodic tenant improvements may be required. Therefore, design coordination, and construction bidding and management services will be needed from the Consultant from time to time.

The Consultant shall perform the general and specific tasks as described in the Scope of Work section of this Request for Proposal (RFP). The Agency intends to select the most qualified Consultant. Proposals shall be evaluated by the Agency’s Screening and Selection Committee on the basis of professional expertise, responsiveness and experience in similar property management services.

You are hereby invited to submit a proposal by June 25, 2009, no later than 2:00 p.m., based upon the requirements and conditions set forth in this RFP.

Submittal Instructions

Questions and proposals should be directed to:

Joel Belding
Redevelopment Project Manager
Development Department
Redevelopment Agency of the City of Riverside
3900 Main Street, 5th Floor
Riverside, CA 92522
(951) 826-5852
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Submittal Date

Proposals are due no later than **2:00 p.m., June 25, 2009**. This time and date is fixed and extensions will not be granted. The Agency does not recognize the U. S. Postal Service, its postmarks or any other organization as its agent for purposes of receiving proposals. All proposals received after the deadline shown will be rejected.

Proposal Evaluation

In order to be considered, a minimum of **three (3)** copies of the proposal must be submitted if mailed or hand delivered. Emailed proposals are acceptable and City staff will handle printing.

Proposals should provide a straightforward and concise presentation adequate to satisfy the requirements of this RFP. The Consultant's proposal should emphasize a clear understanding of the Agency's needs and the necessary resources to perform the intended services. Responsiveness to the RFP will be the principal basis for evaluation.

Proposal Selection

The Agency reserves the right, without qualification, to:

- a. Reject all proposals; and
- b. Exercise discretion and apply its judgment with respect to any proposals submitted.

All proposals become the property of the Agency. Final disposition will be made according to the policies thereof, including the right to reject all proposals.

Selection Procedure

The following is an outline of the procedures the Agency will use in the selection process:

- a. A three-member Screening and Selection Committee ("Committee"), composed of Agency staff, will be assembled to evaluate the proposals submitted by the prospective Consultants.
- b. The Committee will select proposals which qualify based on the following factors:
 1. Experience of the Consultant, staff and/or subcontractors selected to provide property management services,
 2. Years of Consultant experience in the industry,
 3. Record of the Consultant in accomplishing similar work within the required time,
 4. Record of the Consultant in being responsive to the client's requests, and

5. Record of the Consultant successfully executing property management services for similar properties.
- c. The Committee may select a reasonable number of Consultants to be invited to appear before it to discuss their proposals. Said interviews, if held, will take place on a date and times to be determined by the Agency.
- d. The Committee will rank the Consultants and recommend the Consultant to be used for the Project. Fee negotiations will only take place with the most qualified Consultant based on the proposed Scope of Work.
- e. If a contract for property management services cannot be negotiated within the Agency's budget, negotiations with the designated Consultant shall be terminated in writing and negotiations shall be initiated with the next most qualified Consultant.
- f. A contract for property management services will be submitted to the Agency for its approval. Agency staff shall notify the selected Consultant of the final approval of the contract for property management services by the Agency.

Proposal Evaluation Criteria

The Agency intends to engage the most qualified Consultant available for this assignment. It is imperative that the Consultant's proposal fully address all aspects of this RFP. It must clearly express the Consultant's understanding of the Agency's specific requirements and indicate the Consultant's qualifications to conduct the services in a thorough and efficient manner.

The following criteria shall be used in evaluation of the Consultant's offer of services:

- a. Experience in providing property management services,
- b. Consultant's experience in conducting assignments of similar scope,
- c. Methodology to be employed in conducting the services,
- d. Consultant's support organization, accessibility, and quality assurance methods for optimizing staff utilization,
- e. Proposal conciseness and clarity in understanding the Agency's scope of work defining a work plan, procedures, training, education, initiative, and responsiveness for satisfying those needs, and
- f. Schedule compatibility with Agency's needs.

Contract Terms

a. Contractual terms:

Contract terms applicable to Consultant and any and all subcontractor(s) will include but are not limited to the following:

- 1) Not-to-exceed price for property management services.
- 2) Business Tax Registration and City Business license requirements.
- 3) Liability insurance requirements (Please see the attached sample agreement for Professional Services).
- 4) Errors and Omissions liability insurance requirements.
- 5) Workers Compensation insurance requirements.
- 6) Scope of Work.
- 7) Schedule of Fees.
- 8) Identification of Personnel, contractors and subcontractors.
- 9) No substitution of key personnel without prior written approval by the Agency.

b. Method of Compensation:

Method of Compensation will be in accordance with terms and conditions of a successfully negotiated Agreement for Professional Consultant Services (see Exhibit "A") for property management services.

c. Contract Award:

The contract, if awarded, will include the Scope of Work and a not-to-exceed contract price as negotiated between the Agency and the selected Consultant.

d. Contract Agreement:

A sample Agreement for Professional Consultant Services is included within this RFP for review (see Exhibit A). Consultant(s) having any objections to the terms and conditions of the sample Agreement are required to set forth clearly within their proposals each provision objected to, the nature of each objection, the

reasons therefore and specific language proposed to be placed in the final agreement in lieu thereof. Failure to take exception to the terms and conditions in this manner and at this time shall constitute acceptance of the language of the sample contract by the selected Consultant when the sample contract is converted to a contract for execution. In any and all circumstances, the language and the terms in the contract shall govern.

PART II - SCOPE OF WORK

INTRODUCTION:

The Agency is seeking a State of California licensed real estate brokerage firm to provide property management services for the retail building located at 3615 Main Street in Riverside, California. The successful Consultant will provide the Agency with property management and commercial leasing services consistent with established local and state law and guidelines. All such services shall be performed in accordance with the Professional Services Agreement. Under this agreement, the selected Consultant will provide, but not be limited to, services as outlined in the scope of work.

The successful candidate shall propose how to staff and provide outside vendors for the following:

- 1) Consultant shall promptly become operationally familiar with the building's common fire alarm and emergency systems, HVAC, plumbing and other systems.
- 2) Consultant shall be available to meet with Agency staff as needed to discuss, review and promptly respond to issues and needs.
- 3) Consultant shall be responsible for retail leasing, including collection of rents and enforcement of leases.
- 4) Consultant shall be responsible for office leasing, including collection of rents and enforcement of leases.
- 5) Consultant shall be responsible for construction management, building, food court, and tenant improvements.
- 6) Consultant shall be responsible for operational and capital improvement budgeting.
- 7) Consultant shall be responsible for property maintenance and management, including maintenance of complete books and records for all costs and expenses incurred and all income and other revenues received. The Consultant shall provide:

- (a) a monthly operating statement, including rentals and other revenues received and expenses incurred, and
 - (b) an annual Operating Plan to be submitted for review and approval by Agency, which plan shall set forth the proposed operations relating to the Project for the next succeeding calendar year, and
 - (c) an annual reconciliation of Common Area expenses and assessments.
- 8) Consultant shall be responsible to maintain security cameras and provide security guard services in accordance with the approved Operating Plan and/or as requested by the Agency.
- 9) Consultant shall be responsible to provide property supervision, including the provision of a property manager to visit the property no less than once per week for the purpose of meeting with tenants and vendors, to assure that the properties demands are well managed. In addition, Consultant shall be available on an “on-call” basis to meet with various tenant representatives and/or Agency staff.
- 10) Consultant shall be responsible for emergency services including the provision of a property manager on call 25-hours-per-day, seven-days-per-week to respond to emergencies.
- 11) Consultant shall be responsible to provide porter services including provision of daily common area and “food court” porter services, restroom servicing, and general upkeep.
- 12) Consultant shall be responsible to hire, supervise, and terminate all labor and employees reasonably required for the maintenance, management, and operation of the requested services. Consultant shall prepare all payroll tax documents and reports relating to such labor and employees, including, without limitation, any and all employment verification forms required regarding implementing the regulations of the Immigration and Naturalization Service. Each of such labor and employees shall be deemed to be employees of Consultant and not employees of the Agency (City).
- 13) Consultant shall be responsible to maintain trust accounts at institutions as Agency shall designate. Consultant shall deposit therein all revenues received from the Projects from which officers and/or employees designated by Consultant and approved by Agency shall have the right to draw checks in payment of labor and costs as appropriate. Such amounts

shall not be commingled with accounts for any other project managed by Consultant and shall be kept separate from Consultant's personal accounts.

- 14) Consultant shall be responsible to promptly investigate all accidents or claims for damages relating to the Ownership, operation, and maintenance, including any damage to or destruction of the properties, and the estimated cost of repair thereof. Consultant shall cooperate and make any and all reports required by an insurance carrier or governmental authority in connection therewith.
- 15) Consultant shall be responsible to take such further actions in connection with the management, leasing, operation, planning, and development of the Project as Agency shall reasonably require.
- 16) Consultant shall be responsible to provide other services requested by the Agency to support Special Events, including, but not limited to, the annual Downtown Festival of Lights.

PART III - PROPOSAL CONTENT

The Agency requires that each Consultant responding to this RFP submit a proposal clearly addressing all of the requirements outlined in this RFP. The proposal shall be limited to 15 pages and must include a minimum of five (5) current client references, which include the address, and telephone number of each reference. Resumes and company qualification brochure data may be added to the proposal, provided they are located in an Appendix at the back of the proposal.

Should the Consultant have concerns about meeting any requirements of this RFP, the Consultant shall include a clearly labeled subsection with individual statements specifically identifying the concerns and exceptions.

Though the Consultant may submit a proposal organized according to his or her preference, it must be clear and concise. The Proposal must contain information covering the following topics:

Scope of Work

The Consultant shall provide an outline expressing the Consultant's understanding of the request and summarizing the basic approach to provide property management services.

The Consultant shall provide evidence of the following experiences within the past two years:

- 1) Demonstrated experience in managing properties located in downtown and/or urbanized environments.
- 2) Demonstrated experience with governmental tenants.
- 3) Demonstrated experience with multi-use properties containing both office and retail elements.
- 4) Demonstrated experience in managing properties, which include public spaces, high traffic, and high vandalism.
- 5) Demonstrated experience with clients represented at multiple levels.
- 6) Demonstrated ability to respond to service calls and emergencies with local resources.
- 7) Demonstrated experience in dealing with homeless issues.

Methodology

The Consultant shall provide sufficient descriptions to enable the Agency to assess the Consultant's capability to provide property management services in a structured and efficient fashion.

Personnel

The Consultant shall provide resumes of key individual(s) that would be assigned to the Project as well as other staff personnel available to support the Project. The contract shall provide that any substitution of the identified key personnel shall be subject to written approval of the Agency; and if not approved, the contract may be terminated by the Agency.

Estimate of Consultant Fee

The Consultant shall include a full description of all fees, including Out of Scope work, proposed by the Consultant for performing all the services to be provided as outlined in the Scope of Work.

The Consultant shall include the following information in the RFP:

- 1) Staffing Chart – include a resume for each staff member
- 2) Examples of all reports required
- 3) Schedule of reimbursable expenses

- 4) Leasing commission schedule
- 5) Schedule of fees

The estimated consultant fee may not be a controlling factor in the Agency's process of evaluating proposals and ranking the consulting firms. Selection of a Consultant, if one is selected, shall be on the basis of demonstrated competence and qualifications to render the services at fair prices in accordance with Section 4526 of the California Government Code.

Attachment: Sample Professional Services Agreement