HARTNELLCOLLEGE

REQUEST FOR PROPOSAL
Property Management Services

Notice is hereby given that proposals will be accepted by Hartnell Community College District until 3:00 p.m., Pacific Time, on Friday, February 19, 2016 for Property Management Services.

Submit proposals electronically to:

Joseph Reyes
Director of Facilities, Maintenance, Operations, and Asset Management
jreyes@hartnell.edu
411 Central Avenue
Salinas, CA 93901
Phone: (831) 755-6814

Additional information may be obtained by contacting Joseph Reyes.

Hartnell Community College District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of ninety (90) days after the closing date for submission.

Marty Parsons
Vice President of Administrative Services
Hartnell Community College District
411 Central Avenue, Building E, Room 107
Salinas, CA 93901

Date: January 19, 2016

I. INTRODUCTION

Hartnell Community College District owns seven (7) residential properties located in the City of Salinas, Monterey County, California, a list of which is attached hereto as Appendix A for reference.

The Hartnell Community College District invites proposals for Property Management Services at its Main Campus location. Proposals must be submitted in accordance with specifications and conditions contained herein. The District reserves the right to reject late proposals, any and all proposals, or waive any irregularities or informalities during the Request for Proposal process. No proposal may be withdrawn for a period of ninety (90) days after the closing date for submission.

II. GENERAL INFORMATION

Hartnell College is one of the oldest educational institutions in California. In 1920, Salinas Junior College was founded. The school was renamed Hartnell College in 1948. The Hartnell Community College District was formed in 1949. The District is a two-year institution of higher education, one of 112 in the California Community Colleges system. Hartnell Community College District serves over 16,000 students annually through its main campus in Salinas, the Alisal Campus in East Salinas, and the King City Education Center, and various outreach learning centers throughout the Salinas Valley. Hartnell College is recognized for its innovative public and private partnerships that support world class STEM education, career technical education, fine and performing arts, humanities, and athletics. We are growing leaders through opportunity, engagement, and achievement.

III. TERM OF CONTRACT

The contract shall be awarded for a three (3) year period, beginning April 1, 2016. Subject to a review by the District through its designated committee or staff, the Agreement may be extended by mutual agreement for two (2) additional, one (1) year periods. Terms and conditions of the extension shall be determined at the time the extensions are granted.

IV. SCOPE OF SERVICES

The District wishes to obtain from the successful bidder, hereinafter referred to as "Contractor," property management services that include but are not limited to the following elements:

- Advertise the availability for rental of the described premises; display "for rent" signage
- Initiate, sign, renew, or cancel rental contracts for the properties
- Collect rents and/or other charges and expenses due; provide receipts therefore
- Terminate tenancies as appropriate
- Institute and prosecute actions to evict tenants and recover possession of said premises
- Make or supervise repairs and/or alterations, purchase supplies, and pay all bills therefore
- Hire, supervise, and discharge all labor and employees required for the operation and maintenance of the premises
- Make contracts for utilities, window cleaning, trash hauling, and other services as advisable

- Pay loan indebtedness, property and employees taxes, special assessments, and insurance as designated by Owner
- Hold security deposits in a non-interest bearing account on behalf of tenants

V. SUBMISSION OF PROPOSALS

The District invites all interested bidders to submit proposals in response to this RFP to provide the desired services as listed in Section IV, above. All proposals should include the following and any other documents in support of the proposals:

- Official registered name and address of the firm
- Names of the principals of the firm
- Brief history of the firm
- Potential benefits to the District
- Marketing plan for the District's properties
- Respective roles of District and Contractor in operations

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VI. BASIS OF AWARD

The contract shall be awarded on the basis of the property management service most advantageous to the District considering, but not limited to factors such as:

- Description of services
- Principals and methods of marketing
- Pricing structure
- Experience and reputation
- Comprehensiveness of proposal

VII. QUALIFYING SPECIFICATIONS

(a) Company Identification

Complete legal business name, address, telephone number, and name(s) of officer(s) authorized to act for the company or corporation must be provided. The proposal must be executed by a fully authorized official.

(b) References

- Provide a list of businesses being served for at least the last three (3) years
- Provide a list of businesses that have terminated services in the last three (3) years together with reasons for termination

(c) Services To Be Provided

The successful Contractor will provide:

- Appropriate methods of advertising of the availability for rental of the described premises
- Processing of applications for rent and credit reports
- Rental contracts for the properties
- Collection of rents and/or other charges and expenses due
- Monthly statements of receipts, expenses, and charges
- Annual summaries of rents, expenses, and charges
- Termination of tenancies as appropriate
- Eviction of tenants and recovering possession of premises
- Repairs and/or alterations, purchase of supplies, and payment of all related bills
- Hiring, supervising, and discharging all labor and employees required for the operation and maintenance of the premises
- Contracting for utilities, window cleaning, trash hauling, and other services as advisable
- Payment of loan indebtedness, property and employees taxes, special assessments, and insurance as designated by Owner
- Holding of security deposits in non-interest bearing accounts on behalf of tenants

VIII. NONDISRIMINATORY EMPLOYMENT PRACTICES

It is the policy of the Hartnell Community College District that no person shall be discriminated against in any employment procedure on the basis of sex, race, color, ancestry, religious creed, national origin, disability (including HIV and AIDS), medical condition (including cancer), age, marital status, or sexual orientation. Both parties will ensure that the evaluation and treatment of their employees and all persons requesting and receiving services, are free from such discrimination and harassment.

This policy is in compliance with the United States Civil Rights Act of 1964, as amended; Title IX of the Higher Education Amendments of 1972; the California Fair Employment and Housing Act of 1959, as amended; and the Age Discrimination in Employment Act of 1963, as amended. The District will make reasonable accommodations for the handicapped as required by Section 504 of the Rehabilitation Act of 1973 and by the Americans with Disabilities Act of 1990 (ADA).

To violate this Agreement would constitute cause by which the contract could be immediately terminated by the District.

IX. LICENSES & ASSURANCES

Successful proposer will assure that the required licenses or expertise to perform all of the services will be maintained in order to perform all agreed upon services pursuant to this Agreement. Appropriate or required licensure will be maintained in full force and effect during the term of the Agreement. Upon request, successful proposer and employees providing services under the Agreement will comply with fingerprinting or other security requirements as deemed necessary by the District.

X. PUBLIC LIABILITY AND DAMAGE INSURANCES

Throughout the term of this Agreement and any extension thereof, Contractor, at Contractor's expense shall maintain an insurance policy issued by an insurance company satisfactory to and in a form approved by the Chief Business Officer, Hartnell Community College District. Said insurance company shall have a policyholder's surplus of at least ten (10) times the amount of the liability coverage under said policy. Said policy shall afford liability insurance coverage of Contractor's operations, including but not limited to, premises, products, and personal injuries. Said policy shall be expanded to include contractual liability assumed under the Agreement with respect to bodily injuries, personal injuries, and property damage. Policy shall include the Hartnell Community College District, its Board of Trustees, officers, employees, and agents as additional insured and shall stipulate that no other insurance affected by District will be called on to contribute to a loss covered thereunder. Said policy shall cover loss or liability for damages for bodily injury, personal injury, death, or property damage for a single limit of not less than One Million Dollars ($1,000,000) applying to bodily injuries, personal injuries, and damages in any one occurrence.

Policy shall provide that written notice of cancellation or of any material change therein, shall be delivered to Support Operations, Hartnell Community College District, 411 Central Avenue, Salinas, CA 93901, by the issuing company within thirty (30) days in advance of the effective date thereof. Contractor shall increase the aforesaid limit upon the written demand of the Chief Business Officer of the District provided that such increase is found reasonable and necessary by the District.

A certificate of insurance showing the required coverage and the endorsement of additional insured shall be delivered to the District prior to the Contractor's commencing service of this Agreement. On the renewal anniversary of said policy, if the term of the Agreement has been extended, District will accept a certificate of insurance from the insurance company indicating that the policy has been renewed without change.

XI. INDEMNIFICATION

Contractor shall defend, indemnify, and hold harmless the District, its Board of Trustees, officers, employees, and agents from any and all claims, loss, damage, injury, and liability of every kind and nature including those from or on behalf of employees of the Contractor, arising directly or indirectly from Contractor's performance of this Contract, including but not limited to the use of facilities or equipment provided by District or others, regardless of the active or passive negligence of whether liability without fault is imposed or sought to be imposed on District, its Board of Trustees, officers, employees, and/or agents except to the extent that such claim, loss, damage, injury, or liability is the result of the sole negligence or sole willful misconduct of District, its Board of Trustees, officers, employees, and/or agents. Contractor specifically acknowledges and agrees that it has an independent obligation to defend the District, its Board of Trustee, officers, employees, and agents from any claim which actually or potentially falls within this indemnification provision even if such claim is or may be groundless, fraudulent, or false.

XII. AGREEMENT

It is understood and agreed that if written notice of the acceptance of this proposal is delivered to the undersigned after the opening and within the time this proposal is required to remain open, or at anytime thereafter, the Contractor will execute and deliver to the District a signed Agreement in duplicate which is to be provided by the District and that the contract shall commence by the Contractor on the date stated in the Agreement.

(a) Default and Termination

Either party shall have the right to immediately terminate the Agreement prior to expiration upon a material breach of the terms or conditions as specified if not cured within thirty (30) days after written notice of the breach to the breaching party and shall be determined a material default. The rights of termination are not exclusive and are in addition to any other rights available to either party in law or equity.

(b) Confidentiality

Except as may otherwise be required by law or legal process, neither this proposal nor the final Agreement terms and conditions shall be disclosed to any third party.

(c) Assignment

Neither the successful Contractor nor the District will assign, subcontract, or transfer any of its rights or obligations under the Agreement to a third party without prior written consent of the other party.

(d) Insurance

The successful Contractor shall maintain Workers' Compensation self-insurance in compliance with the provision of the Labor Code of the State of California and during the full term of the Agreement, will continue to provide Workers' Compensation insurance for all their employees.

(e) Hold Harmless

District agrees to defend, indemnify, and hold harmless Contractor, its officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of District in the performance of this Agreement.

The successful Contractor agrees to defend, indemnify, and hold harmless District, its Board members, officers, agents, and employees from and against any and all liability, loss, expense, attorney's fees, or claims for injury, death, or damages arising from or as a result of the negligent or intentional acts or omissions of Contractor in the performance of this Agreement.

(f) Entire Agreement

The Agreement entered into by the successful Contractor and the District shall contain the entire understanding and agreement between the two parties and supersedes all other Agreements between the parties respecting such.

(g) Amendment

Any Amendment to the Agreement entered into by the Contractor and the District shall be in writing only and signed by both parties.

XIII. BIDDER AS INDEPENDENT CONTRACTOR

It is expressly understood and agreed that this Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association between the parties. It is understood that this Agreement is by and between independent contractors. As such, District shall not be responsible for payment of unemployment insurance, workers' compensation insurance, Social Security or Medicare taxes or contributions of Federal or State income tax withholding for or on behalf of Contractor or any of Contractor's sub-contractors.

XIV. ASSIGNMENT

This Contract or any interest therein may not be assigned without prior approval of the District.

XV. GOVERNING LAW

Any Agreement or Contract between the District and Contractor shall be construed in accordance with and governed by the laws of the State of California. Venue for all litigation relative to the formation, interpretation, and performance of said Agreement or Contract shall be in Monterey County, California.

APPENDIX A

Rental Properties Owned By Hartnell Community College District

Main Campus area:

Unit	Rent	Deposit	Type	Sq. Ft.	Term	Occupied
535 Central	$955	$200	House - 3 bedrooms	1300	Month to month	Yes
537 Central	$825 $106--TEN	$1000 $719--HUD	House - 1 bedroom	850	Month to month	Yes
539 Central	$1025 $188--TEN	$710 $837--HUD	House - 3 bedrooms	1200	Month to month	Yes
541 Central	$910	$1000	House - 1 bedroom	800	Month to month	Yes
14 Cypress St., A	$775	$800	Apartment - 1 bedroom	600	Month to month	Yes
14 Cypress St., B	$850 $165--TEN	$900 $685--HUD	Apartment - 1 bedroom	600	Month to month	Yes
14 Cypress St., C	$900	$1000	Apartment - 1 bedroom	600	Month to month	Yes