

**CITY OF RANCHO MIRAGE
HOUSING AUTHORITY
69825 HIGHWAY 111
RANCHO MIRAGE, CA 92270
(760) 324-4511**

**REQUEST FOR STATEMENT OF QUALIFICATIONS
FOR
MULTI-FAMILY AFFORDABLE
HOUSING DEVELOPMENT**

**Issued:
AUGUST 28, 2023**

**FOR PROBLEMS DOWNLOADING SOQ OR SUBMITTING SOQ AND OTHER DOCUMENTS,
PLEASE CONTACT THE FOLLOWING PERSONS BY EMAIL OR PHONE:**

**Lori O'Keefe, lorio@ranchomirageca.gov or Gloria Griego,
gloriag@ranchomirageca.gov
Phone: (760) 324-4511**

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FOR
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ANNOUNCEMENT

The City of Rancho Mirage Housing Authority (Housing Authority) invites the submittal of Statements of Qualifications (SOQs) from qualified, competent, knowledgeable, and experienced entities (Respondents) to develop a multi-family affordable housing project with a minimum of 200 affordable units (Project). The Project will be on Housing Authority-owned property located in the northern section of the City of Rancho Mirage. The Respondent whose qualifications and proposals the Housing Authority deems best suited to achieve the objectives described in this SOQ will be considered to enter into an Exclusive Negotiation Agreement (ENA) followed by a Disposition and Development Agreement (DDA) related to the disposition and development of the Project, as set forth in this SOQ.

INTRODUCTION

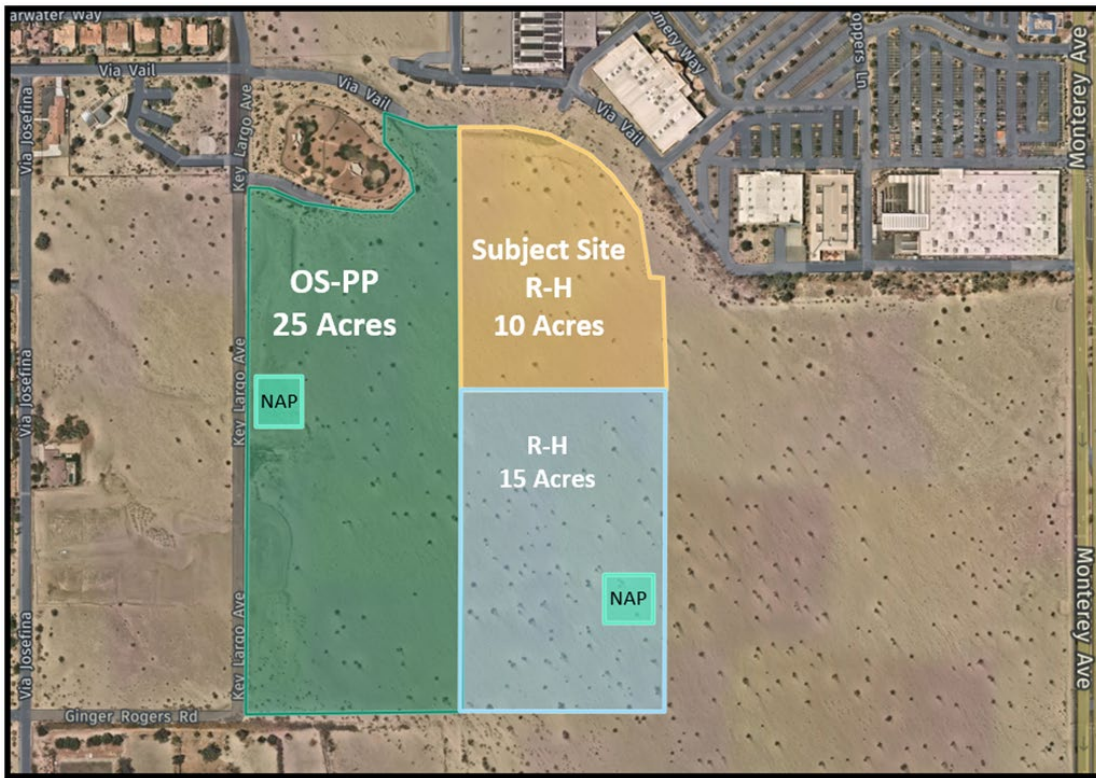
The Housing Authority invites the submittal of SOQs which exhibits a Respondent's expert ability to plan, design, and develop the Project on approximately 10-acres of vacant and unimproved land identified as Housing Element Inventory Site B, which is located on the east side of Key Largo Avenue (Project Site). The Project Site is situated southeast of the Rancho Mirage Community Dog Park and southwest of the Monterey Marketplace Shopping Center. All SOQs must conform to all the requirements and specifications outlined in this Requests for SOQs and all attachments hereto. The selected Respondent shall, on its own behalf or in conjunction with a non- profit or other entity acceptable to the Housing Authority, own or lease the Project Site, and operate and manage the Project.

The SOQ shall delineate a path to fund and develop the Project via the various private, tax credits, and other State/Federal/Local public financial subsidies available to enhance and promote housing affordability. Any specific design or configuration of the Project described or depicted in the SOQ submitted by the Respondent selected by the Housing Authority may be subject to further discussions, negotiations, and revisions. All Respondents shall understand that the primary purpose of this SOQ is to evaluate all applications on an equal basis, but specific criteria described herein may be subject to change during ENA and DDA negotiations. The selected Respondent may be subject to further requirements, which are described in this SOQ.

DESCRIPTION OF THE EXISTING PROJECT SITE

- Area: The Project Site, consisting of ten vacant and unimproved acres, is currently a part of a single parcel that is approximately +/-53.76 acres. The Project Site (approx. 10 acres) may be sold or leased to the selected Respondent pursuant to the terms of the executed DDA.

- Assessor's Parcel Number: 685-090-011
- Existing Land Use and Zoning: The Project Site is currently vacant and consists of 10 acres zoned High-Density Residential (R-H) with an Affordable Housing Overlay. The area adjacent to and directly south of the Project Site is currently vacant and will consist of 15 acres zoned High-Density Residential (R-H) with an Affordable Housing Overlay¹. The area adjacent to and directly west of the Project Site is 28 acres of Open Space Public Park land, which includes a community dog park land on approximately three acres; 25 acres of the park land is undeveloped.



SOQ/PROJECT REQUIREMENTS:

The following requirements shall apply to the SOQ/Project:

- The selected Respondent shall be responsible for all onsite and offsite costs and expenses associated with the development, ownership, management, and operation of the Project, including planning, design, entitlement applications, permit fees, utility charges, operation, and management expenses.
- The Project shall include the development of a multi-family affordable housing development project with a minimum of 200 affordable housing units at the Project Site.
- The SOQ shall include the proposed mix of Very Low-, Low- and Moderate-income residential units, per SCAG's 6th Cycle Final RHNA Allocation Plan, which will be reviewed in the context of the City of Rancho Mirage's Regional Housing Needs Allocation, as set forth below:

¹ The Affordable Housing Overlay allows up to 28 units per acre.

City of Rancho Mirage Regional Housing Needs Allocation		
Income Level		AMI %
Very Low	430	30% - 50% AMI
Low	318	50% - 80% AMI
Moderate	328	80% - 120% AMI

- The SOQ shall include a general overview of the proposed development plan, proposed services, and a funding summary.
- The SOQ shall include conceptual project plans that include site plans, floor plans, parking plans, site and building elevations, renderings, and visual analysis.
- Development Standards for the underlying High Density Residential (R-H) zone can be found at: https://library.qcode.us/lib/rancho_mirage_ca/pub/municipal_code/item/title_17-division_ii-chapter_17_08-17_08_020.
- Requested deviations from any applicable development standards shall be identified in the SOQ.
- The SOQ shall include a preliminary construction schedule for completing of the Project, including phasing, if applicable.
- The SOQ shall include the name of entity or entities that will own or lease, and operate and manage the Project upon completion, and identify their respective corporate status.
- The Project shall be constructed and operated pursuant to the rules, regulations, ordinances, codes, and standards of the City of Rancho Mirage, and any applicable Federal, State and County requirements.
- The selected Respondent shall be required to submit and obtain the appropriate entitlements and participate in the entitlement process which may include review by the Architectural Working Group, Planning Commission, Housing Subcommittee, Housing Authority Board and City Council. This may include presentations to the aforementioned bodies and any other local neighborhood organization, or any other presentation as required by the Housing Authority.
- The selected Respondent shall be responsible for obtaining all necessary permits from the City of Rancho Mirage and any other public agency.
- The selected Respondent shall be responsible for the approval and development of all on-site and off-site private and public infrastructure and utilities as required by the City of Rancho Mirage and any other affected districts/agencies.
- The selected Respondent shall be responsible for compliance with the California Environmental Quality Act (CEQA) and any associated requirements related to the Project Site and Project.
- The selected Respondent shall be responsible for maintenance of the Project Site as well as the areas between the Project Site's boundaries and the adjacent street curb, subject to the terms and conditions of a DDA and applicable regulations.

- The selected Respondent shall coordinate construction of the Project with other development or construction activities taking place adjacent to the Project Site at the time of Project development.
- The selected Respondent shall be responsible for repairing or paying for the costs of repairing any damage that its activities may cause to any existing public and/or private infrastructure.
- The Project shall be accessible to and usable by persons with disabilities in compliance with the American with Disabilities Act (ADA) and any subsequent and applicable amendments. This requirement is in addition to any other applicable requirement for accessibility such as the Fair Housing Amendments Act of 1988 and the Fair Housing Accessibility Guidelines.
- To the maximum extent possible, the SOQ should incorporate green building, sustainable development and —smart building concepts and technologies in order to enhance overall design and construction, integration of high technology in the residential units, and the long-term marketability of the residential units, while simultaneously making all residential units and other structures environmentally responsible. This includes the incorporation of solar protection measures.
- The selected Respondent shall investigate and determine if any of its sources of funding require the payment of minimum State or Federal prevailing wages to mechanics and laborers employed during the construction of the Project for the corresponding work classification as determined by the California General Prevailing Wage Determination made by the Director of Industrial Relations and/or the Davis-Bacon Act (40 U.S.C, 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).
- The selected Respondent is responsible for payment of the applicable development mitigation fees and off-site facilities fees, including but not limited to, Transportation Uniform Mitigation Fee (TUMF), Development Impact Fee (DIF), Multi Species Habitat Conservation Plan (MSHCP), and any other development mitigation fees required by the City and other local agencies.
- Per Rancho Mirage Municipal Code Section 17.22.030 *AFFORDABLE HOUSING INCENTIVES/ DENSITY BONUS PROVISIONS* the City has the option to approve fee waivers. Section 17.22.030 provides that *“Nothing in this section shall be construed to require the city to provide, or limit the city’s ability to provide, direct financial incentives for housing development, including the provision of publicly owned land by the city or the waiver of fees and dedication requirements.”* Respondent should identify in the SOQ any financial assistance that it may request from the Housing Authority or the City, such as, fee waivers, financial contributions, land incentives, etc.
- The selected Respondent shall be responsible for ensuring that there are no inconsistencies between this SOQ and any proposed programs (i.e., funding programs utilized for development). If there are any inconsistencies between the requirements of this SOQ, ENA and DDA and other program requirements, the more restrictive requirements shall control.

SOQ SUBMITTAL:

SOQs will be accepted until **5:00 P.M. on WEDNESDAY, SEPTEMBER 27, 2023**, and each must be submitted in a sealed envelope plainly marked on the outside **"SEALED**

STATEMENT OF QUALIFICATIONS FOR MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT - DO NOT OPEN WITH REGULAR MAIL" to:

City of Rancho Mirage Housing Authority
Attn: Marcus Aleman II, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

GENERAL INSTRUCTIONS FOR SUBMITTAL

A. Proposal Submittal:

Respondent shall submit five (5) printed copies of the SOQ along with a digital file on a USB or other similar format. The SOQ's Project plans may be printed in a 11"x17" format. The SOQ and its Project plans shall be submitted by **5:00 P.M. (Pacific Standard Time), WEDNESDAY, SEPTEMBER 27, 2023, to:**

City of Rancho Mirage Housing Authority
Attn: Marcus Aleman II, Housing Manager
69825 Highway 111
Rancho Mirage, California 92270

All SOQs will be date stamped by Housing Authority staff upon receipt.

B. Due Date and Time:

SOQs submitted after **5:00 p.m. on WEDNESDAY, SEPTEMBER 27, 2023**, may at the sole discretion of the Housing Authority, be rejected as non-responsive and returned without review. At the sole discretion of the Housing Authority, a "late" SOQ may be considered only if a selection cannot be determined from among SOQs submitted on time. The Housing Authority shall not be responsible for, nor accept any as a valid excuse, any delay in mail service, or any other method of delivery used by Respondent. All SOQs shall be enclosed in a sealed envelope with the words clearly written on the front, **"SEALED STATEMENT OF QUALIFICATIONS FOR MULTI-FAMILY AFFORDABLE HOUSING DEVELOPMENT - DO NOT OPEN WITH REGULAR MAIL."** Failure of Respondent to properly identify the sealed SOQ envelope as described may result in the SOQ being considered non-responsive. Once an SOQ is received and accepted by the Housing Authority, it may not be withdrawn for a period of 180 calendar days following the last day to accept SOQs. SOQs may not be amended after the due date except by consent of the Housing Authority. All SOQs must clearly address the requirements outlined in this Request for SOQs. Each SOQ shall include a minimum of three (3) references, along with the address, telephone number, and email address of each reference. Resumes and brochures may be included with the SOQ provided they are attached to an appendix to the SOQ. Should Respondent have concerns about meeting any requirements and/or need any exceptions, Respondent shall include a clearly labeled subsection that specifically identifies any such concerns and requested exceptions.

C. SOQ Addenda and Clarifications in Written Comments

All comments and questions from Respondents must be submitted in writing no later than 5:00 P.M. on TUESDAY, SEPTEMBER 12, 2023 (“Addendum Due Date”), and must be submitted via the following approved written methods addressed to Marcus Aleman, Housing Manager, as follows:

1. Via email at marcusa@ranchomirageca.gov, or
2. Via mail (to the address listed in General Instructions for Submittal, SOQ Submittal), as long as the correspondence is received, and date stamped by the Housing Authority on or prior to the Addenda Due Date.

Any verbal questions shall not be addressed by the Housing Authority. Submittal of written comments or questions shall not be considered by the Housing Authority unless submitted in an approved method on or before the Addenda Due Date. Written comments or questions received via any approved method and within the time prescribed herein will be addressed by the Housing Authority’s issuance of an addendum. Notwithstanding anything else herein, if it becomes necessary for the Housing Authority to revise any part of this Request for SOQs, or to provide clarification or additional information after this Request for SOQs has been issued, a written addendum will be posted and published on the City’s website, <http://www.ranchomirageca.gov>. All addenda shall become part of the SOQ.

D. Pre-contractual Expenses:

The Housing Authority shall not be responsible for, under any circumstances, any claims of expenses necessary for the proposer to receive, evaluate, complete, and deliver the SOQ. Respondent shall not include any pre-contractual type expenses or fees in the SOQ.

E. Conflicts of Interest:

Respondent shall affirm that to the best of its knowledge, there exists no actual or potential conflict between Respondent’s business or financial interests, and either the services to be provided under the ENA or DDA, or any officer, employee, or agent of the Housing Authority. For the duration of the ENA and DDA, Respondent shall refrain from undertaking any work for any individual, business, or legal entity, in which direct conflicts of interest regarding the services to be provided thereunder or herein may arise.

F. Proposed Agreements:

The selected Respondent shall be required to enter into an ENA and DDA with the Housing Authority regarding, but not limited to, the conveyance and use of the Project Site and the construction and operation of the Project.

G. Prevailing Wages

The selected Respondent shall pay prevailing wages in accordance with the California Labor Code in compliance with the prevailing rates of wages and apprenticeship employment standards established by the California Department of Industrial Relations.

H. Notice Regarding Registration with Department of Industrial Relations

1. No contractor or subcontractor may be listed in an SOQ unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5, subject to limited exceptions under Labor Code section 1771.1(a)].
2. The Project shall be subject to compliance monitoring and enforcement by the Department of Industrial Relations.

I. Insurance and Acknowledgement

Each SOQ shall include a breakdown of all costs associated with issuance of the insurance coverages and endorsements described in this SOQ ("Insurance Provisions"). Each SOQ shall also include signed acknowledgement(s) in substantially the same form attached hereto as **Exhibit "A,"** confirming that each insurance carrier that will issue any policy required in the Insurance Provisions, acknowledges, warrants, and represents that it has the ability to provide the requisite coverage and that each such insurance carrier shall furnish all the insurance endorsements prescribed in the Insurance Provisions.

SOQ FORMAT AND CONTENT:

A. Presentation

SOQs shall be submitted in an 8 ½" x 11" format, fastened with an effective method. Project plans may be printed in a 11"x17" format.

B. SOQ Content

1. A Transmittal Letter shall accompany the SOQ as follows:
 - a. Contact information, identification of Respondent, name and email address and telephone number;
 - b. A statement to the effect that the SOQ will remain valid for 180 days from the due date for the SOQs;
 - c. Acknowledgement of receipt of addenda if any; and
 - d. Signature of the person authorized to bind Respondent to the terms of the SOQ.

2. A Table of Contents shall be included in the SOQ after the Transmittal Letter.

C. Qualifications, Related Experience and References

1. This section shall establish the ability of Respondent to satisfy all aspects of the required work based on any current or recently completed work performed by Respondent, similar to the work required described in this Request for SOQs.
2. This section shall include background information of Respondent, including the date of formation, legal form, number and location of offices, number of employees, days and hours of operation and any other pertinent information.
3. Respondent shall disclose any conditions (e.g., bankruptcy, pending litigation, planned office closures, mergers) and organizational conflicts of interest that may affect the ability of Respondent to perform the required services and comply with all the requirements described in the SOQ.
4. Respondent shall certify that it is not disbarred, suspended, or otherwise declared ineligible to contract with any other federal, state, or local public agency.
5. Respondent shall provide a list of business clients to which Respondent is currently providing, or has recently provided, services similar to those required in this Request for SOQs, including business names, beginning/end dates of contracts, and names, titles, and telephone numbers the Housing Authority can contact as references.

D. Proposed Staffing and Project Organization

1. Discuss the staffing who would be assigned to work on the Project.
2. Identify the key personnel who will be assigned to work on the Project and include a brief description of their qualifications and experience in performing the type of work being assigned.
3. Designate an administrator who will serve as a day-to-day contact for the Housing Authority.
4. Provide any necessary organizational chart of Respondent as it relates to this Request for SOQs.

E. Work Plan/Technical Approach

1. Describe Respondent's understanding of the Housing Authority's objectives and requirements that demonstrates Respondent's ability to meet those objectives and requirements, and clearly identifies the method (plan) of accomplishing the described work in this Request for SOQs.
2. Describe what information, documentation, or staff assistance Respondent may request from the Housing Authority in order to complete the required work described in this Request for SOQs.

F. Appendices

1. Furnish as appendices, supporting documentation as requested, such as staff resumes.

CALIFORNIA PUBLIC RECORDS ACT

Each Respondent is hereby informed that all SOQs and their contents are subject to disclosure in accordance with the California Public Records Act, as set forth in the California Government Code.

INDEPENDENT CONTRACTOR STATUS

By submitting an SOQ, Respondent thereby represents, warrants, covenants and agrees, that in the event the Housing Authority elects to enter into any agreements described herein, as of the effective date of any such agreements and throughout the term of said agreements, Respondent and any person providing or performing any work under the terms of any agreements related to the Project shall be deemed an independent contractor and not an employee of the City under applicable law, which may include but not be limited to, California Labor Code Sections 2775 et seq. and under the Public Employees' Retirement Law. Failure to comply with this requirement, as may be determined by the Housing Authority, in consultation with the Housing Authority's General Legal Counsel, in Housing Authority's sole and absolute reasonable discretion, shall result in the SOQ being rejected as non-responsive and/or breach of any applicable agreement. Any agreements entered into by and between the selected Respondent and the Housing Authority pursuant to this Request for SOQs shall include express language confirming the independent contractor status of Respondent and all other relevant parties.

CALPERS OBLIGATIONS

CalPERS Participation. As set forth in this SOQ, City has an obligation to treat all persons working for or under the direction of selected Respondent as agents and employees of the selected Respondent, and not as agents or employees of the Housing Authority. The selected Respondent and the Housing Authority acknowledge that the Housing Authority, through the City, participates in a defined benefit plan (“CalPERS”).

CalPERS Retiree Disclosure. Respondents shall expressly agree to clearly and conspicuously disclose to the Housing Authority in writing any and all persons working for the selected Respondent who are retirees under the California Public Employees’ Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are, subject to Housing Authority approval, assigned by the selected Respondent to provide services to the Housing Authority under the SOQ and related agreements, prior to such person performing any work thereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree’s obligations under applicable law, rules, or regulations.

Joint Cooperation. In the event that the CalPERS initiates an inquiry that includes examination of whether individuals providing services or performing any work under this SOQ or related agreements are City’s employees, the selected Respondent shall within five days share provide copies of all communications and documents from CalPERS that it may legally share with the Housing Authority or the City. In the event that either selected Respondent or the Housing Authority or City files an appeal or court challenge, the selected Respondent and Housing Authority and/or City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

Indemnity. To the fullest extent permitted by law, in addition to indemnification obligations set forth herein, in the event that any person providing services under this SOQ and related agreements is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the Housing Authority of the City, to the fullest extent of the law, the selected Respondent shall indemnify, defend, and hold harmless the Housing Authority and City for any payment that the Housing Authority or City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions or any similar obligations, as well as for the payment of any penalties and interest on such payments.

SOQ EVALUATION AND SELECTION

A. Evaluation Panel

An Evaluation Panel consisting of Housing Authority staff will review, analyze, and evaluate all submitted SOQs. The Evaluation Panel may also conduct contract negotiations with the highest rated Respondent regarding the ENA and DDA. The Evaluation Panel will either decide which will be the selected Respondent or make a recommendation to the Housing Authority Board regarding which Respondent shall be selected to enter into the ENA and DDA.

B. Evaluation Criteria

The Evaluation Panel will evaluate each SOQ, considering the factors listed below, to determine the competence and professional qualifications of each Respondent.

1. Work plan
2. Qualification and experience of Respondent
3. Staffing and organization
4. Conformance with this SOQ
5. References of performance including such factors as control of costs, quality of work, ability to meet schedules, cooperation, responsiveness, compliance with the requirements, and other considerations
8. Any other criteria determined by the Housing Authority

The Housing Authority may require the finalist(s) to make an oral presentation to the Evaluation Panel and/or the Housing Authority Board or the Housing Authority's Executive Director (City Manager). The Housing Authority expressly reserves the right to reject any or all SOQs, with or without providing a reason and to waive any irregularities or informalities in the submitted SOQs. In the event of any such rejection, or in the event a Respondent's SOQ is not rejected but does not result in awarding any contract such as an ENA or DDA, the Housing Authority shall not be liable for any costs incurred by the Respondent in connection with the preparation and submittal of the Respondent's SOQ.

SOQ

EXHIBIT A

ACKNOWLEDGEMENT OF INSURANCE ENDORSEMENTS

In recognition of _____ (“Respondent”) having submitted a Statement of Qualifications to the City of Rancho Mirage Housing Authority (“Housing Authority”) in response to the Housing Authority’s **Request for Statements of Qualifications for Multi-Family Affordable Housing Development, dated AUGUST 28, 2023**, and in further recognition that the Housing Authority requires Respondent to comply with certain insurance requirements as set forth in the SOQ (“Insurance Provisions”), I represent that I am authorized to sign on behalf of the insurance provider listed below (“Insurer”), and by signing below, I acknowledge, warrant and represent that Insurer possesses the ability to, and if requested by Respondent, shall furnish all the insurance endorsements prescribed in the Insurance Provisions within thirty (30) days of the execution of any agreement contemplated by the Requests for Statement of Qualifications, as respecting worker’s compensation, commercial general liability, commercial vehicle liability insurance, and professional liability.

Name of Insurer [Print]

Name, Title [Print]

Signature