

CITY OF EAST PALO ALTO

Request for Proposals

Rent Stabilization and Registry Support



City of East Palo Alto
2415 University Avenue, 2nd Floor
East Palo Alto, CA 94030
June 28, 2024

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1. Introduction

The City of East Palo Alto (City) is soliciting proposals from qualified firms, partnerships, corporations, associations, persons or other entities (bidder) to provide a comprehensive, precise, rent stabilization and rent registry support. This is for a minimum three-year bid, with the possibility of two annual extensions at the City Manager's discretion.

The City's detailed required services and performance conditions are described in the Scope of Work.

a. City General Information and Governance

The following sections provide general information regarding the City governance structure and financial reporting requirements:

The City of East Palo Alto, incorporated in 1983, is the newest city in San Mateo County with a population of approximately 28,850 people. East Palo Alto is one of California's most vibrant and diverse communities, in the San Francisco Peninsula and nestled within the heart of Silicon Valley. East Palo Alto is centrally located to international travel and is a central location to major neighboring tech companies and employers. Priding itself on its unique and multi-cultural community, East Palo Alto represents youthful, diverse, and hard-working individuals.

The City of East Palo Alto operates under a Council/Manager form of government. Its mission is to provide responsive, respectful, and efficient public services to enhance the quality of life and safety for its multi-cultural community. The City fiscal year begins on July 1 and ends on June 30. City Hall is at 2415 University Avenue, East Palo Alto, CA 94303.

The East Palo Alto City Council has directed staff to establish a residential rental property registry (rent registry). The generally understood purpose of the rent registry is to allow the City to collect data on rental units, including single-family home rental properties and apartments, to monitor changes in tenancy and rents, and to track compliance with local regulations including the City's Rent Stabilization Ordinance (RSO) and residential rental property business tax (Measure L).

EPA has adopted two ordinances related to rental units: Rent Stabilization and Eviction for Good Cause Ordinance adopted by the voters in 1988, which still applies to mobile home park spaces, and the Rent Stabilization and Just Cause for Eviction Ordinance adopted by the voters in 2010, which applies to residential units, provide for such protections. To learn more please see our comprehensive website: <https://www.cityofepa.org/rent-stabilization/page/rent-stabilization-program>

Thus, the City of East Palo Alto currently has a database of rent-stabilized units under its Rent

Stabilization Program (RSP). Landlords must manually register all rental units with the RSP annually by the first business day in January of each year. They must also pay registration fees, equivalent to \$234 in FY 23-24 per rental unit regulated under the rent stabilization ordinance. The registration process has been more manual in nature. After the Rent Stabilization Board sets the annual registration fee in October, staff mails out notices in November of each year and landlords mail responses back or drop them off at the RSP offices. Landlords must also provide notice and documentation whenever there is a new tenant or change in tenancy and file any notices of termination, unlawful detainers, and three-day notices with the program, as well as file rent increase notices based on the rent increase approved under the Annual General Adjustments (AGA).

b. Operation Information Related to the Administrative Support

The RSP currently utilizes a rent registry database that was created by Redwood City Information Technology (RWC-IT). The Rent Stabilization Program's database features functions for both property owners and tenants. This data enables the City and clients to monitor and address issues in the housing stock for properties covered by the Rent Stabilization Program. The RSP division is currently staffed with 2 FTEs including a Rent Stabilization Program Administrator and a Rent Stabilization Program Coordinator. Additionally, the City has a Housing Division currently staffed with 2 FTEs including a Housing and Economic Development Manager as well as a Housing Project Manager.

On March 19, 2024, City Council received an informational report from staff regarding the Rent Registry and considerations to develop the registry but also to confirm the goals and components of the registry. Please see the [March 19, 2024 Agenda Packet](#)¹ and watch the presentation online: [City Council meeting recording](#)².

2. Scope of Work

Proposals are invited from qualified firms to provide rent stabilization and rent registry administrative services to the City organization. Needed services required include, but are not limited to, the following. Please address these scope of work items in your response to the RFP.

1. Online Payment:

- a. Does your solution facilitate online payments and allow for annual online unit

1 Full URL of March 19, 2024 Agenda Packet: <https://d3n9y02raazwpg.cloudfront.net/cityofepa/16abdc1d-c609-11ee-8fe8-0050569183fa-3408cd31-ecd7-4429-9d91-65986d552499-1710432004.pdf>

2 Full URL of City Council Meeting Recording: https://archive-video.granicus.com/cityofepa/cityofepa_1169e05a-c218-4cc9-a66b-85750c044f46.mp4

updates?

- b. Can your solution support other types of payment (over the phone credit card, check, money order, local store (pay near me))?
 - c. How will your solution support annual issuance/notification of rent increase caps on a per-unit level?
 - d. How does your solution handle exceptions or special cases in rent increase caps and registration fee calculations?
 - e. How will your solution ensure the payment of registration fees and the collection of annual registration unit data from landlords?
2. User Manuals and Customer Service:
- a. Can you provide user manuals for the software?
 - b. What training resources do you offer to ensure efficient adoption and utilization of the software by City staff, landlords, and tenants?
3. Sample Screenshots:
- a. Please provide sample screenshots demonstrating how a tenant, landlord, and unit appear in your software, including the availability of related data.
 - b. Can you demonstrate any customizable dashboards or reporting features available to users for accessing and analyzing data?
4. Data Collection and Security:
- a. What measures does your software employ to prevent data breaches and unauthorized access to sensitive information?
 - b. Which database requirements (attached) is your software able to support?
 - c. Can your software support all database elements having document storage?
 - d. Please describe the level of security control that City staff can set for portal access to information for staff, landlord and tenants.
 - e. What data do you have experience collecting either directly from landlords/tenants or indirectly from other databases?
 - f. Does your data communicate among different portals, or does each portal

require separate logins and registrations?

5. Contract Methods and Interaction Notes:

- a. What methods of contact does your solution utilize for staff, landlords, and tenants?
- b. Does it allow for different preferred methods?
- c. Will all customer interaction notes be available to staff directly through the portal?
- d. How is the software reminder system structured?
- e. What is the preferred method for reminding landlords to update or pay fees yearly?
- f. Can your software generate automated notifications and reminders for City staff tasks?

6. Customer Service Integration:

- a. Describe how you envision customer service blending between City staff and your staff.
- b. How does your software facilitate communication and collaboration between City staff and external stakeholders, such as landlords and tenants?
- c. What is your customer service availability?

7. Bilingual Support and AI Chat Bot:

- a. Does your software and/or customer service offer bilingual options, such as translated documents or bilingual phone lines?
- b. Is there a chatbot provide real-time language translation for interactions between users who speak different languages?

8. Landlord/Tenant Portal and Data Access:

- a. If a landlord or tenant requests past or upcoming data, will there be a landlord/tenant portal for access?
- b. How does your software ensure data accuracy and integrity when multiple users access and update information within the landlord/tenant portal?

- c. Can landlords set up personalized notification preferences for reminders and updates within the software?
 - d. What do your landlord or tenant portal and data access look like? What are key features that set your portal(s) apart from others?
- 9. Compliance to meet the requirements of the Rent Stabilization and the Just Cause Ordinances:
 - a. What is your proposed method of obtaining full compliance?
 - b. Please describe your experience implementing compliance and charging penalties.
- 10. Coordination with City Staff on data and reports from the Rent Registry to support Housing policies and programs
 - a. Have you assisted in the development of staff reports or Council presentations?
 - b. For the following please provide an hourly rate and describe how your support other jurisdictions in this type of work

3. RFP Timeline, Submittal of Proposals, and Ongoing Project

a. RFP Timeline

RFP Issued	June 28
Request for Clarifications Due	July 12
City Responds to Clarifications	July 19
Proposal Submittal Deadline and Formal Bid Opening	Aug 16
Interviews with City Staff and Proof of Competency (Demo)	Sept 6
Contract awarded by City Council	Goal: Oct 1 or 15

b. Submittal of Proposals

Only e-mail submittals will be accepted. Submittals are due on or before August 16, 2024 at 12:00 p.m. Pacific Time. The date stamp on the email will reflect the time the submittal is received by the City of East Palo Alto. The City reserves the right to reject late submittals. Send Submittals. One (1) e-mail copy of the Proposal Response shall be sent electronically to ced@cityofepa.org. The subject of the email should be: "RFP for East Palo Alto's Rent Registry." The consultant may contact the Community and Economic Development Department at CED@cityofepa.org, to arrange electronic submittals of large files. Submission of a proposal indicates acceptance by the consultant of the conditions contained in this RFP unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City of East Palo Alto and the consultant selected.

c. Ongoing Project

This project is expected to take no more than three years from the contract date. There is the possibility of two annual extensions at the City Manager's discretion.

The project will be a collaborative effort between City staff and the consultant. The City's Community and Economic Development Department will assign staff Project Manager(s) for the overall effort, who will coordinate a City team, including the City Manager's Office, City Attorney's Office, and other staff as needed. The proposal should provide an outline of how project management will be coordinated with City staff in this effort.

4. Proposal Guidelines

a. General Guidelines

Failure to comply with the requirements set forth in this RFP may result in disqualification. To be accepted, proposals and/or modifications must be received at the hour and date specified above. Submitted proposals may be withdrawn at any time prior to the submission time specified in this RFP, provided notification is received in writing before the submittal deadline. No handwritten notations or corrections will be allowed. The responding Consultant is solely responsible for all costs related to preparing the proposal.

The City reserves the right to reject all proposals and to waive any minor informalities or irregularities in any proposal. Acceptance of any proposal submitted under this RFP shall not make up any implied intent to enter a contract.

During the evaluation process, the City reserves the right, where it may serve the City's best interest, to request additional information or clarification from bidders, or to allow corrections of errors or omissions. At the discretion of the City, firms submitting proposals may be requested to make oral presentations as part of the evaluation process.

The City reserves the right to retain all proposals submitted and to use any idea(s) in a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in the request for proposals, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between the City and the firm selected.

Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be on conforming to the RFP instructions, responding to the RFP requirements, and providing a complete and clear description of the offer. Proposals which appear unrealistic in terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this contract may be rejected.

b. Proposal Sections

The following proposal sections are to be included in the Bidder's response:

Sections I – III are to be submitted in a single file emailed to CED@cityofepa.org. All sections must be submitted via the proper procedure by the time of the Formal Opening.

I. Letter of Transmittal

A signed letter of transmittal briefly stating the firm's understanding of the work to be completed, the commitment to perform the work within the time period, a statement why the firm believes itself to be the best qualified to perform the engagement and a statement that the proposal is a firm and irrevocable offer. List all subcontractors, if any.

II. Technical

The Technical Proposal shall address all points outlined in the request for proposals (excluding any cost information, which should only be included in a separate Cost Proposal). The proposal shall be prepared simply and economically, providing a straightforward, concise description of the bidder's capabilities to satisfy the requirements of this request for proposals. While additional data may be presented, the following subjects must be included and shall represent the criteria against which the proposal will be evaluated:

- A. Firm Qualifications and Experience - To qualify the firm must have extensive experience with local governments. The bidder shall state the size of the firm, the size of the firm's staff, range of service performed by the local office, and the number and nature of the professional staff.
- B. Similar Engagements with Other Government Entities - List the most significant implementation and support services provided (maximum - 5) performed in the last three (3) years that are similar to the engagement described in this request for proposals. Indicate the support scope of work; date; any partners; implementation total hours and timeline; and the name, title, telephone number, and e-mail address of the principal client contact.
- C. References - Provide a list of not less than three (3) client references for whom services like those outlined in the RFP are currently being provided. For each reference listed provide the name of the organization, dates for which the service(s) are being provided, type of service(s) being provided and the name, title, address, telephone number, and e-mail address of the responsible person within the reference's organization. The City reserves the right to contact the listed references regarding the staff augmentation services performed by the bidder. **The same municipalities from Similar Engagements section can be references.**
- D. Resumes – Provide a resume for each person the bidder includes in the cost proposal.

- E. Proposed Methodology - The proposal should set forth a work plan, including an explanation of the services required in Section II “Scope of Work” of this request for proposal. The approach should include major areas to be reviewed, philosophy or approach to providing the full scope of services, as well as bidder’s ideas for maintaining open communication with the client.

III. Proposed Changes to Contract Template

The proposal should include requested changes (if any) to the standard City professional services contract.

IV. Fee Proposal and Cost Estimates

The fee proposal shall be separately submitted, physically, and contain all pricing information relative to performing the scope of services as described in this RFP.

The total all-inclusive maximum price is to contain all direct and indirect costs including all out-of-pocket expenses. The City will not be responsible for expenses incurred in preparing and submitting the technical proposal or the sealed dollar cost bid.

- a. The first page of the sealed dollar cost proposal shall include the following information:
 - i. Name of Firm.
 - ii. Certification that the person signing the proposal is entitled to represent the firm, empowered to submit the proposal, and authorized to sign a contract with the City.
- b. The cost proposal for rent stabilization shall be quoted at an annual per unit rate. The cost proposal for implementation shall be included.

The cost proposal for rent stabilization shall be submitted in following format:

Rent Registry Data Request	Annual Payment	Type (Site/Unit)
Owners Data		
Property Data		
Unit Data		
Tenant Data		
Rent Data		
Rent Regulation Information		
Additional Features:		

5. Selection Criteria and Evaluation Process

The project's core implementation team, comprised of City staff, will be responsible for the bid evaluations. This team, in accordance with the criteria listed below, will evaluate all proposals received as specified. The City team members, in applying the major criteria to the proposals, may consider additional criteria beyond those listed.

The final selection will be the firm which, in the City's opinion, is the most responsive and responsible, meets the City's requirements in providing this service, and is in the City's best interest. The skill and ability of the entity performing the services is a key component of the selection criteria. Consultants will be objectively evaluated based on their responses to the project scope outlined in the RFP. The written proposal should clearly demonstrate how the firm could best satisfy the requirements of City.

The City maintains the sole and exclusive right to evaluate the merits of the proposals received. The City will consider the ability, capacity, skill, character, integrity, reputation, judgment, expertise, in addition to previous and current quality of performance, compliance with applicable laws, and bidder's financial resources, ability to perform and provide future maintenance or service related to the contract, in awarding a contract for the project. Cost will be one of the factors in determining the selection, and as such, the contract might not be awarded to the lowest bidder.

The City will undertake the following evaluation process:

- The City will review and evaluate all submitted documents received in response to the RFP.
- After the submittals are evaluated and ranked, the City, at its sole discretion, may elect to interview one or more respondents. Please note that respondents may be asked to submit additional documentation. In addition, the City reserves the right to select a proposal without conducting interviews.
- If a commitment is made, it will be to the most qualified with whom City is able to successfully negotiate the compensation and terms and conditions of all agreements.
- Once a bidder is selected, staff will make a recommendation to the City Council. Final selection of a bidder and authority to proceed with these services shall be at the sole discretion of the City Council.

Exhibit A is the City's standard consulting services agreement. Consultants interested in proposing on this RFP should be prepared to enter into the agreement under the standard terms and should be able to provide the required insurance. An example set of insurance

documents are also included under **Exhibit B** of this packet. If the City is unable to negotiate a satisfactory agreement, with terms and conditions the City determines, in its sole judgment, to be fair and reasonable, the City may then commence negotiations with the next most qualified firm in sequence, until a firm is selected, or a determination is made to reject all submittals.

6. General Conditions

Consultants are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, bidder represents and warrants that it has thoroughly examined and is familiar with work required under this RFP, that bidder has conducted such additional investigation as it deems necessary and convenient, that bidder is capable of providing the services requested by the City in a manner that meets the City's objectives and specifications as outlined in this RFP, and that bidder has reviewed and inspected all materials submitted in response to this RFP. Once the bidder has been selected, a failure to have read the conditions, instructions, and specifications herein shall not be caused to alter the contract or for bidder to request additional compensation.

a. Non-Discrimination Requirement

By submitting a proposal, the bidder represents that it and its subsidiaries do not and will not discriminate against any employee or applicant for employment on the basis of race, religion, sex, color, national origin, sexual orientation, ancestry, marital status, physical condition, pregnancy or pregnancy-related conditions, political affiliations or opinion, age, or medical condition and will comply with the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

Contractor and its subsidiaries shall comply with all applicable federal, state and local laws, rules and regulations regarding nondiscrimination and non-harassment in employment because of race, color, ancestry, national origin, religion, sex, marital status, age, sexual orientation, medical condition or physical handicap. Bidder agrees to abide by the City of East Palo Alto's Policy Against Discrimination, Harassment, and Retaliation adopted by the East Palo Alto City Council on December 21, 2004.

b. Indemnification

Contractor shall indemnify, defend (with independent counsel approved by the City), and hold harmless the City, its officers, officials, directors, employees, agents, volunteers and affiliates and each of them from any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, bidder's fees, expert fees, losses or liability, in law or in equity, of every kind and nature whatsoever arising out of or in connection with bidder's operations, or any subcontractor's operations, to be performed under this Agreement, for the fullest extent

permitted by law, with the exception of the sole active negligence or willful misconduct of the City.

c. Insurance

1. Commercial General Liability Insurance: Contractor's General Liability insurance shall include contractual liability coverage. Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the Contractor's operations under this Agreement, whether such operations be by Contractor or by any sub-Contractor or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000), in aggregate or Three Million Dollars (\$3,000,000) combined single limit bodily injury and property damage for each occurrence. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
2. Automobile Liability Insurance: Contractor shall take out and maintain during the life of this Agreement such Automobile Liability Insurance in an amount of not less than One Million Dollars (\$1,000,000) for each occurrence combined single limit or not less than One Million Dollars (\$1,000,000) for anyone (1) person, and One Million Dollars (\$1,000,000) for anyone (1) accident, and Three Hundred Thousand Dollars, (\$300,000) property damage. Contractor shall provide the City with certificates of insurance and copies of additional insured and primary coverage endorsements evidencing the insurance coverage required by this Agreement.
3. Worker's Compensation and Employer's Liability Insurance: Contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".
4. Professional Liability Insurance: Contractor shall maintain professional liability

insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with the Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the Agreement, and Contractor agrees to maintain continuous coverage through a period no less than three (3) years after completion of the services required by this agreement.

5. Cyber Liability Insurance: Contractor shall take out and maintain during the life of this Agreement Cyber Liability Insurance with limits not less than \$1,000,000 per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, personally identifiable information (PII), alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.
6. Broader Insurance Coverage: If Contractor maintains broader coverage and/or higher limits than the City's minimum requirements, the City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. The limits of insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the City before the City's own insurance shall be called upon to protect it as a named insured.
7. Additional Insured Status: The City of East Palo Alto, its subsidiary agencies, directors, officers, employees, agents, independent contractors, and volunteers shall be named as additional insureds on any such policies of comprehensive general and automobile liability insurance.
8. Primary and Non-Contributory Coverage: Except for professional liability and worker's compensation insurance, the policies shall also contain a provision that the insurance afforded to the City, its subsidiary agencies, and their directors, officers, employees, agents, independent contractors and volunteers based on additional insured status shall be primary and non-contributory insurance to the full limits of liability of the policy, and that if the City, its subsidiary agencies and their directors, officers, employees, agents,

independent contractors and volunteers have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

9. Verification of Coverage: Contractor shall furnish the City with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause). All certificates and endorsements are to be received and approved by the City Attorney's Office at least five days before Contractor commences work to be performed pursuant to the agreement.
10. Notice of Cancellation: Contractor shall provide thirty (30) days' notice, in writing, to the City, at 2415 University Avenue, East Palo Alto, CA 94303, of any pending change or cancellation of the policy.
11. Deductibles or Self-Insured Retentions: Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by City.
12. Breach: In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

d. Conditions of Proposal Acceptance

This RFP does not commit the City to award a contract, to pay any costs incurred in the preparation of a proposal for this RFP, or to procure or contract for any services. The City reserves the right to: waive any minor irregularities or informalities contained within an RFP, and/or reject any or all proposals received as a result of this request, and negotiate with any qualified bidder, or to cancel the RFP in part or whole. The City reserves the right to award in whole or in part, by item or group of items, by section or geographic area,

NOTE: All proposals and related materials submitted in response to this RFP/RFQ will become property of the City and as such may be disclosed in accordance with applicable law, including without limitation the California Public Records Act, without further notice to the bidder. By submitting any proposal or related materials, bidder is advised and acknowledges that nothing submitted or provided by the bidder is privileged, confidential, proprietary, or protected in any manner by patent, trademark, trade secret, copyright, or otherwise constitutes intellectual property of the bidder or some third party.

Exhibits:

- SAMPLE STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
- SAMPLE INSURANCE DOCUMENTS