



**VALLEY
SANITARY
DISTRICT**

45500 Van Buren Street
Indio, CA 92201

Giving Water Another Chance



REQUEST FOR PROPOSALS

**for
PROPERTY LEASE AGREEMENT**

Release Date: November 2, 2023

Deadline for Submission: December 13, 2023

Contact Person: Jason Dafforn

**VALLEY SANITARY DISTRICT
REQUEST FOR PROPOSALS
PROPERTY LEASE AGREEMENT**

INSTRUCTIONS TO PROPOSERS

I. BACKGROUND AND INTRODUCTION

The Valley Sanitary District (“VSD”) is in the Coachella Valley about 20 miles southwest of the Palm Springs airport. VSD has approximately 30,000 connections in a 19.5 square mile service area serving a population of about 85,000 in the communities of Indio, Coachella, La Quinta, and unincorporated Riverside County.

VSD is governed by a five-member Board of Directors and led by a senior management team comprised of a General Manager, District Engineer, Chief Operating Officer, and Chief Administrative Officer. Staff includes 36 full-time regular employees working in three departments: Administrative Services, Operations, and Engineering.

The District is committed to providing wastewater collection, treatment, and reuse in an environmentally conscious and affordable manner. The District’s Strategic Plan is reviewed annually and lists six overarching goals.

1. Fully Staffed with a Highly Trained and Motivated Team
2. Increase Recycling, Reuse, and Sustainability
3. Excellent Facilities
4. Increase Community Understanding and Support
5. Long-Term Financial Strength
6. Improve Planning, Administration and Governance

VSD has prepared this request for proposals (“RFP”) and is requesting proposals from qualified and interested firms¹ (“Proposers”) to provide a property use plan and enter into a lease agreement. The primary goal will be to best utilize the existing equipment and structures for an animal-friendly shelter and/or rehabilitation center.

II. SCOPE OF SERVICES; LEASE AGREEMENT

The scope of services (“Services”) sought under this RFP are set forth in more detail in Exhibit “A”, attached hereto and incorporated herein by this reference.

Notwithstanding the inclusion of such Services in the RFP, the final scope of Services negotiated between VSD, and the successful Proposer shall be set forth in the Lease agreement (“Agreement”) executed by and between VSD and the successful Proposer. A copy of the Agreement is attached as Exhibit “B”.

III. VSD CONTACT

The principal contact for VSD is Holly Gould, Clerk of the Board, 760-238-5400,

¹Use of the term “firm” shall mean individual proprietorship, partnership, Limited Liability Company, corporation or joint venture.

hgould@valley-sanitary.org or a designated representative, who will coordinate the assistance to be provided by VSD to the Proposer. No other members of VSD's staff or VSD's Board should be contacted about this procurement during the RFP process. All inquiries and comments regarding this RFP must be submitted in writing unless otherwise instructed by VSD. VSD may, in its sole discretion, disqualify any Proposer who engages in any prohibited communications.

IV. REQUESTS FOR CLARIFICATION

All questions, requests for interpretations, or clarifications, either administrative or technical must be requested in writing and directed to the VSD Contact, identified above. All written questions, if answered, will be answered in writing, conveyed to all interested firms, and posted on VSD's website. Oral statements by any person should be considered unverified information unless confirmed in writing. To ensure a response, questions must be received in writing by 2:00 p.m. local time by the identified date.

V. PROPOSAL REQUIREMENTS

Proposal responses must adhere to the requirements set forth in this section, both for content and sequence. Failure to adhere to these requirements or the inclusion of conditions, limitations, or misrepresentations may be cause for rejection of the submittal. Use 8-1/2" X 11" sheets (foldouts are acceptable for charts, etc.) and a font size large enough to be easily legible, but not smaller than 12-point font.

The original proposal and each subsequent copy must be submitted on paper, properly bound, appropriately tabbed, and labeled in the following order:

A. Cover Letter. Provide a cover letter and introduction, including the name and address of the organization and individual submitting the proposal, together with the name, address, telephone, and fax numbers, and e-mail address of the contact person who will be authorized to represent the organization, and an expression of the Proposer's ability and desire to meet the requirements of this RFP. The letter must be signed by an individual authorized to bind the firm contractually.

B. Proposer Statement Of Qualifications. Describe the Proposer's resources, experience, and capabilities as they relate to providing the Services. Submit in the order identified below:

1. Executive Summary. An executive summary should briefly describe the Proposer's qualifications and ability to perform the Services.

2. Qualifications and Experience. The proposal should:
Provide a description of how the Proposer's experience, and technical and professional skills will meet the goals and fulfill the general functions identified in this RFP.

Any key staff members who would be involved in the performance of the scope of work. Provide their resumes, describe their experience, and identify their proposed role for the Project.

State the number of years the firm has conducted business.

Provide a description of the three most relevant contracts held within the last five years.

3. Evidence Of California Licensing. The proposal should include appropriate documentation showing the Proposer is properly licensed in the State of California to perform the Services requested in the scope of work.

4. References. The Proposer shall provide a minimum of four client references, preferably city, county, or special district for whom the Proposer has previously performed services of similar type and scope within the last five years.

5. Subcontractors. The Proposer shall identify functions that are likely to be subcontracted and identify the subcontractor that is anticipated to perform each function if known at this time.

C. Proposed Method to Accomplish the Work. Describe the technical and management approach to providing the Services to VSD. Proposer should consider the scope of the Project, the goals of VSD, and the general functions required. Include a draft schedule of tasks, milestones, and deliverables that will provide for timely provision of the Project. In reviewing the scope of work, the Proposer may identify additional necessary tasks and is invited to bring these to VSD's attention within the discussion of its proposed method to accomplish the Project.

D. Certification of Proposal. This section shall state: "The undersigned submits its proposal and, by doing so, agrees to furnish services to VSD in accordance with the Request for Proposal and to be bound by the terms and conditions of the RFP."

E. Sealed Fee Proposal. Please provide a monthly lease amount the Proposer wishes to pay for the use of property and facilities described in Exhibit "A".

VI. PROPOSAL CONSIDERATIONS

A. No Deviations from the RFP. In submitting a proposal in response to this RFP, Proposer is certifying that it takes no exceptions to this RFP including, but not limited to, the Agreement attached hereto as Exhibit "B". If any exceptions are taken, such exceptions must be clearly noted in the proposal and may be a reason for rejection of the proposal. As such, Proposer is directed to carefully review the proposed Agreement and, in particular, the insurance and indemnification provisions therein.

B. Collusion. By submitting a Proposal, each Proposer represents and warrants that its Proposal is genuine and not a sham or collusive or made in the interest of or on behalf of any person not named therein; that the Proposer has not directly or indirectly induced or solicited any other person to submit a sham Proposal, or any other person to refrain from submitting a Proposal; and that the Proposer has not, in any manner, sought collusion to secure any improper advantage over any other person submitting a Proposal.

C. Conflicts of Interest. Proposers shall comply with all regulations and laws dealing with conflict of interest disclosure and reporting. Proposers shall not be engaged if a conflict of interest exists.

D. Withdrawal of Proposals. A Proposer may withdraw its proposal before the expiration of the time for submission of proposals by notifying and requesting VSD's representative remove the Proposer's submission.

E. Financial Health and Reputation. VSD reserves the right to consider the financial responsibility and general complexity of each Proposer, as well as its reputation within the industry to determine if the Proposer has the apparent ability to meet and successfully complete the requirements of the work. Upon request, the Proposer shall provide a financial statement, audited if necessary, in addition to any other information requested by VSD.

F. Confidentiality of Proposal. Proposals submitted in response to this RFP shall be held confidential by VSD and shall not be subject to disclosure under the California Public Records Act (CGC section 6250 et seq.) until after either VSD and the successful Proposer have completed negotiations and entered into an Agreement or VSD has rejected all proposals. All correspondence with VSD including responses to this RFP will become the exclusive property of VSD and will become public records under the California Public Records Act. VSD will have no liability to the Proposer or other party as a result of any public disclosure of any proposal or the Agreement.

If a Proposer desires to exclude a portion of its proposal from disclosure under the California Public Records Act, the Proposer must mark it as such and state the specific provision in the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption. For example, if a Proposer submits trade secret information, the Proposer must plainly mark the information as "Trade Secret" and refer to the appropriate section of the California Public Records Act which provides the exemption as well as the factual basis for claiming the exemption.

If a request is made for information marked "Confidential", "Trade Secret" or "Proprietary" ("Proprietary Information"), VSD will provide Proposers who submitted the information with reasonable notice to seek protection from disclosure by a court of competent jurisdiction. Proposer shall have five (5) working days after receipt of such notice to give VSD written notice of Proposer's objection to VSD's release of Proprietary Information. Proposer shall indemnify, defend, and hold harmless VSD, and its officers,

directors, employees, and agents from and against all liability, loss, cost or expense (including attorney's fees) arising out of a legal action brought to compel the release of Proprietary Information. Proposals that indiscriminately identify all or most of the proposal as exempt from disclosure without justification may be deemed unresponsive and disqualified from further participation in this RFP.

VII. EVALUATION CRITERIA

The proposal evaluation criteria include the following.

- Experience and history of performing similar services
- Qualified personnel and other resources
- Proposal benefit to the community
- Completeness, thoroughness, clarity, and neatness of proposal
- References
- Proposed method to accomplish the business plan
- Proper and current licenses and certifications

During the evaluation process, VSD reserves the right, where it may serve VSD's best interest, to request additional information or clarifications from Proposers, or to allow corrections of errors or omissions. Proposers may be invited to make an oral presentation.

The agreement, if awarded, shall be to the most qualified Proposer, who submits the proposal that, in the sole judgment of VSD, is in the best interest of VSD. Upon selection of a Proposer, VSD will endeavor to negotiate a mutually agreeable agreement with the selected Proposer. If VSD is unable to reach an agreement, VSD will proceed, at its sole discretion, to negotiate with the next Proposer selected by VSD. VSD reserves the right to contract for services in the manner that most benefits VSD including awarding more than one contract if desired.

After negotiating a proposed Agreement that is fair and reasonable, VSD staff will make the final recommendation to the VSD Board concerning the proposed Agreement. VSD Board has the final authority to approve or reject the Agreement.

VIII. SUBMITTAL INSTRUCTIONS

The proposal must be received no later than 4:00 p.m. local time, on or before December 13, 2023, at the District's office.

Valley Sanitary District
45-500 Van Buren St.
Indio, CA 92201

The envelope should clearly indicate "Proposal for (Project Name)" and Proposer's name and address shall appear in the upper left-hand corner of the envelope. If more than one envelope is required, each envelope shall be legibly numbered below the name of the Proposer, e.g. Envelope 1 of 3, as required.

VSD will not be responsible for proposals that are delinquent, lost, incorrectly marked, sent to an address other than that given herein, or sent by mail or courier service and not signed for by VSD. Proposals received after this date will be returned to the Proposers unopened. Faxed or electronically submitted proposals will not be accepted.

IX. PROTESTS

A. Protest Contents. Protests based on the content of the RFP shall be submitted to VSD no later than 10 calendar days prior to the scheduled proposal submittal deadline. If necessary, the proposal submittal deadline may be extended pending a resolution of the protest. Proposer may protest a contract award if the Proposer believes that the award was inconsistent with VSD policy, or this RFP, is not in compliance with law. A protest must be filed in writing with VSD (email is unacceptable) within five business days after receipt of notification of the intended contract award.

Any protest submitted after 4 p.m. of the fifth business day after notification of the intended contract award will be rejected by VSD as invalid and the Proposer's failure to timely file a protest will waive the Proposer's right to protest the contract award. The Proposer's protest must include supporting documentation, legal authorities in support of the grounds for the protest, and the name, address, and telephone number of the person representing the Proposer for purposes of the protest. Any matters not set forth in the protest shall be deemed waived.

B. VSD Review. VSD will review and evaluate the basis of the protest provided the protest is filed in strict conformity with the foregoing. VSD shall provide the Proposer submitting the protest with a written statement concurring with or denying the protest. Action by VSD relative to the protest will be final and not subject to appeal or reconsideration. The procedure and time limits set forth in this section are mandatory and are the Proposer's sole and exclusive remedy in the event of a protest. Failure to comply with these procedures will constitute a waiver of any right to further pursue the protest, including filing a Government Code claim or legal proceedings.

X. PROPOSAL SCHEDULE

The tentative schedule is as follows:

ACTION	DATE
Publish Request for Proposals (RFP)	November 2, 2023
Mandatory site visit at 11:00 am.	November 15, 2023
Last Day to Submit Questions for Clarification received by VSD on or before 2:00 p.m.	November 29, 2023
Deadline for Receipt of Proposals submitted on or before 4:00 p.m.	December 13, 2023
Board authorizes contract with selected firm	February, 2024

XI. ADDENDA

VSD reserves the right to revise the RFP prior to the time set to receive proposals. Revisions, if any, shall be made by written addenda. All addenda issued by VSD shall be included in the proposal and made part of the RFP. Each Proposer shall leave with VSD its name, address, phone and fax numbers, and e-mail address for the purpose of receiving Addenda. VSD will cause copies of addenda to be mailed, faxed, delivered or e-mailed to such names at such addresses. Proposers are responsible for ensuring that they have received any and all addenda. Each Proposer should contact VSD to verify that it has received all addenda issued, if any, prior to the bid opening. Failure to acknowledge receipt of all addenda may result in Proposal rejection.

XII. GENERAL CONDITIONS

A. Amendments to Proposals. Unless specifically requested by VSD, no amendment, addendum or modification will be accepted after a proposal has been submitted to VSD. If a change to a proposal that has been submitted is desired, the submitted proposal must be withdrawn and the replacement proposal submitted prior to the deadline stated herein for receiving proposals.

B. Non-Responsive Proposals. A proposal may be considered non-responsive if conditional, incomplete, or if it contains alterations of form, additions not called for, or other irregularities that may constitute a material change to the proposal.

C. Costs for Preparing. VSD will not compensate any Proposer for the cost of preparing any proposal, and all materials submitted with a proposal shall become the property of VSD. VSD will retain all proposals submitted and may use any idea in a proposal regardless of whether that proposal is selected.

D. Cancellation. VSD reserves the right to cancel this request for proposals at any time prior to contract award without obligation in any manner for proposal preparation, interview, fee negotiation, or other associated marketing costs.

E. Price Validity. Prices provided by Proposers are valid for 90 days from the proposal due date. VSD intends to award the contract within this time but may request an extension from the Proposers to hold pricing until negotiations are complete, and the contract is awarded.

F. No Commitment to Award. Issuance of requests for proposals and receipt of proposals does not commit VSD to award a contract. VSD expressly reserves the right to postpone the proposal for its own convenience, to accept or reject any or all proposals received, to negotiate with more than one Proposer concurrently, or to cancel all or part of this request for proposals.

G. Right to Negotiate and/or Reject Proposals. VSD reserves the right to negotiate any price or provision, task order or service, accept any part or all of any

proposals, waive any irregularities, and to reject any and all, or parts of any and all proposals, whenever, in the sole opinion of VSD, such action shall serve its best interests and those of the tax-paying public. The Agreement, if any is awarded, will go to the Proposer whose proposal best meets VSD's requirements.

END INSTRUCTIONS TO PROPOSERS

EXHIBIT “A” PROPOSED SCOPE

Valley Sanitary District is organized and existing by virtue of the Sanitary District Act of 1923, California Health & Safety Code § 6400 et seq. District was established in 1925 for the purpose of providing sanitary sewage collection, treatment and disposal services to residents of the Coachella Valley residing within the jurisdiction of the District.

Since its establishment, District has acquired approximately 81 acres of land to be used for District’s sanitary treatment plant. Approximately 27 acres of land is available for temporary use until such time as the treatment plant requires expansion. The 27 acres is further broken down into a 7-acre bird center or rehabilitation center with several existing structures available for use by the proposed tenant. The remaining 20 acres are currently a decommissioned wetlands treatment exhibit consisting of empty storage ponds.

The District is seeking a Tenant to utilize the property in a manner that benefits the greater Coachella Valley. Use of the property can be strictly and only for the 7 acres or for the entire 27 acres.

Proposals shall include a detailed description and planned use of the property along with a long range business plan. The following is a list of items for use by the proposed tenant.

1. Existing equipment for use by tenant:

- Approximately 7 acres including separate gated entrance
- 1983 Skyline Mobile Home with front, side, and rear porches
- Six (6) – 10’x10’ Enclosures
- Eight (8) – 10’x20’ Enclosures
- One (1) – 20’x48’ Flight Cage
- One (1) – 24’x90’ Flight Cage
- Two (2) – Viewing Platforms in wetland area
- Information Center with signage
- Generac 20 KW Stand-by Generator
- AmeriGas Propane Tank
- Four (4) – Shipping Containers
- One (1) – Wooden storage unit

2. Optional adjacent property

- Approximately 20 acres
- Two (2) observation towers



**EXHIBIT “B”
LEASE AGREEMENT**

**LEASE AGREEMENT
BY AND BETWEEN VALLEY SANITARY DISTRICT AND
[LESSEE]**

THIS LEASE AGREEMENT ("Agreement") is entered into to be effective the first day of February, 2024, by and between VALLEY SANITARY DISTRICT ("District"), a political subdivision of the State of California, and [LESSEE] ("Tenant").

RECITALS

1. District is a Sanitary District organized and existing by virtue of the Sanitary District Act of 1923, California Health & Safety Code § 6400 et seq. District was established in 1925 for the purpose of providing sanitary sewage collection, treatment and disposal services to residents of the Coachella Valley residing within the jurisdiction of the District.

2. Since its establishment, District has acquired approximately 81 acres of land to be used for District's sanitary treatment plant. Fifty-two of the 81 acres are committed to the treatment plant and additional acres are committed to a wetlands treatment facility ("Wetlands").

3. In 2023, District issued a request for proposals to undertake long-term development and use of the unused portion of the District's property. The Tenant was selected by the District as the best and most beneficial use of the property.

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, the parties agree as follows:

AGREEMENT

1. TERM AND COMMENCEMENT.

This Lease shall commence as of February XX, 2024, and shall continue for a period of 10 years, unless sooner terminated as provided for in Paragraph 11.

2. PROPERTY AND FACILITIES COVERED.

A. The property which is the subject of this Lease is described in Exhibit "A" ("Covered Property").

B. The property described in Exhibit "B," may be used in the future by the Tenant, upon written approval by District, as additional parking for the anticipated facility.

3. ACCEPTANCE OF COVERED PROPERTY.

Tenant has inspected and accepts Covered Property in its present condition.

4. PERMITTED USES OF COVERED PROPERTY.

Tenant shall be entitled to the exclusive use of Covered Property for the purpose of the care and rehabilitation of sick, injured or orphaned wild birds, mammals and reptiles. Tenant shall provide District with a master site plan showing the use and approximate layout of structures, parking areas, fencing, roads and water ways.

5. OBLIGATIONS OF TENANT.

During the term of this Lease, Tenant hereby covenants and agrees to the following:

- A. To continue to use the property as a rehabilitation facility.
- B. To develop, implement and manage a program for visitors to the facility. The Wetlands shall be opened to the public at such times, and upon such conditions, as Tenant and District shall mutually agree in writing. Tenant shall plan, construct and maintain any visitor serving facilities as practical.
- C. To permit District employees to enter upon Covered Property at all reasonable times for the purpose of engaging in District business. Said District business includes inspection, maintenance and repair of Covered Property.
- D. To maintain in Tenant's own name and pay for all utilities required by Tenant upon Covered Property.
- E. To immediately and peaceably yield up to District possession of Covered Property upon the termination of this Lease.

6. OBLIGATIONS OF DISTRICT.

During the term of this Lease, District hereby covenants and agrees to the following:

- A. To provide direction to Tenant regarding protection of the public in the facility.
- B. To maintain the exterior fencing and irrigation system existing upon Covered Property as of the commencement of the Lease.

7. IMPROVEMENTS.

- A. The master site plan proposed by Tenant shall be submitted to District's Board of Directors for approval before any modifications or additions are made to Covered Property. All facilities and structures constructed or installed

by Tenant shall comply with all applicable city, county, state and federal laws and regulations and shall be subject to approval by District.

B. Upon termination of this Lease, all moveable improvements installed and owned by Tenant shall be removed, unless otherwise agreed to in writing by District. Structures and any moveable improvements abandoned by Tenant shall become the property of the District.

8. LIABILITY, INDEMNIFICATION AND INSURANCE.

A. Tenant is financially responsible for damages caused by Tenant's use of Covered Property.

B. Tenant shall indemnify, defend and hold harmless District, its officers, agents, employees and representatives from any damage or injury to any person or to the property of any person, and from all claims, demands, actions, liability, or damages of any kind arising out of or in connection with Tenant's activities on Covered Property or from Tenant's failure to keep Covered Property in good condition and repair.

C. Tenant shall take out and maintain in full force during this Lease, at Tenant's sole expense, General Liability insurance in the amount of \$1,000,000 per occurrence, covering both bodily injury and property damage, and naming District as an additional insured. Said liability insurance shall be with an insurance company acceptable to District and include certificates and endorsements as approved by District.

D. The general liability coverage shall be increased, from time to time, to maintain coverage commercially reasonable under the circumstances.

9. ASSIGNMENT AND SUBLEASE.

A. Neither District nor Tenant shall assign or transfer this Lease, or any part thereof, without the prior written consent of the other party.

B. Tenant shall not enter into any sublease agreement without the prior written consent of District.

10. NOTICES.

All payments, notices, requests, consents or approvals by either party to the other shall be in writing and shall be deemed given and served upon the other party, if delivered personally or three (3) days after depositing in the United States mail, postage prepaid, addressed to:

TO TENANT: [LESSEE]

Address

Address

Attention: Authorized Signature

TO DISTRICT: Valley Sanitary District
45-500 Van Buren Street
Indio, California 92201
Attention: General Manager

11. TERMINATION.

A. By District:

(1) District shall have the right to terminate this Lease prior to the scheduled expiration date at its sole discretion provided that it shall :

(a) Give six (6) months' notice to Tenant to vacate any unimproved (no structures) part of Covered Property for District purposes.

(b) Give twelve (12) months' notice to Tenant to vacate any improved part of Covered Property for District purposes.

(c) Pay Tenant any unamortized portion of any investment Tenant has made in permanent facilities on the Covered Property.

(2) For alleged violations of this Lease by Tenant, District shall give to Tenant twenty (20) days' notice of violations and intent to terminate, prior to holding a public hearing before District's Board of Directors to review the alleged violations. If District's Board of Directors finds that Tenant has violated this Lease and no satisfactory remedies to the violations are agreed to by Tenant, District's Board of Directors shall have the right to terminate the Lease and give Tenant 60 days' notice to vacate.

B. By Tenant:

(1) Tenant shall have the right to terminate this Lease prior to the scheduled expiration date at its sole discretion and without cause at any time, upon giving ninety (90) days' notice to District.

12. SEVERABILITY AND APPLICABLE LAW.

Whenever possible, each provision of this Lease shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Lease shall be invalid under the applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of the provision, or the remaining provisions of this Lease. This Lease has been made and entered into in the State of California and the laws of this State shall govern its validity and interpretation and the performance hereunder by the parties.

13. AMENDMENTS.

Any modifications must be in the form of a written amendment agreed to by both parties.

14. WAIVER.

The failure of Tenant or District to insist upon strict performance of any of the terms, conditions or covenants in this Lease shall not be deemed a waiver of any right or remedy that Tenant or District may have and shall not be deemed a waiver of any right or remedy for a subsequent breach or default of the terms, conditions or covenants contained in this Lease.

15. BINDING EFFECT.

This Lease and all the terms, covenants, conditions and agreements contained in it shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

16. COUNTERPARTS.

This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which taken together shall constitute one in the same Lease.

IN WITNESS WHEREOF, this Lease has been duly approved by both District and Tenant.

"District"

DATED: _____, 2024
DISTRICT

VALLEY SANITARY

By: _____

Its: _____

DATED: _____, 2024

ATTEST:

By: _____

"Tenant"

DATED: _____, 2024

[LESSEE]

By: _____

Its: _____