REQUEST FOR PROPOSALS

TENANT BACKGROUND CHECKS
(PC679)

Issue Date: July 2, 2012

Proposals Due: August 9, 2012 at 3 pm

Issued by:

Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408
REQUEST FOR PROPOSALS
TENANT BACKGROUND CHECKS (PC 679)

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EXHIBITS:

A. SCOPE OF WORK
B. CONTACT INFORMATION FORM
C. PROPOSAL FORM/CURRENT CLIENT REFERENCE FORM
D. HUD FORM 5369 B OR C (FROM HACSB WEBSITE)
I. INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation’s most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2497 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county’s growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone’s use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

We value our vendors and contractors as partners in our mission to empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County.

HACSB, as of June 30, 2012 owns and/or manages 1298 units of public housing, 1199 privately owned units, and administers 7,954 units leased from private owners under the Section 8 Housing Choice Voucher Program. Our programs enable us to provide quality, safe affordable housing to approximately 30,000 low income families, seniors and disabled individuals who reside throughout the County of San Bernardino.
The Housing Authority of the County of San Bernardino (HACSB) is seeking Proposals from qualified consultants and firms to provide Tenant Screening Services and other information to help HACSB staff determine whether applicants for housing are suitable for residence in HACSB owned and/or managed communities, or participation in the Housing Choice Voucher (HCV) program administered by HACSB. On an as-needed basis other HA departments may also require tenant screening services for other reasons such as homeownership programs or to investigate alleged fraudulent activity by program participants.

Offerors submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

II. PURPOSE
The purpose of this Request for Proposals is to solicit responses from qualified companies to furnish services to the HACSB as identified in the "Scope of Work" of this request.

III. BOARD
The powers of the HACSB are vested in its Board of Commissioners.

IV. ADMINISTRATIVE PERSONNEL
Daniel J. Nackerman is the President/CEO of the HACSB.

V. SCOPE OF SERVICES
Respondents will be expected to provide Tenant Background Checks as outlined in Scope of Work Exhibit A.

VI. RFP INSTRUCTIONS
a. Contact Information
This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Marsha Zeller, Procurement and Contracts Dept.
715 E. Brier Drive
San Bernardino, CA 92408-2841
(909) 890-0644 ext. 2211
mzeller@hacsb.com

b. RFP Submission and Format
By this Request for Proposals, the HACSB solicits proposals to be received by 3:00 p.m. (PDT) on Thursday, August 9, 2012 in the form outlined below. Late submittals will not be accepted.
1. Proposals must be submitted by mail with **one (1) signed original and four (4) copies**. Any general information not specifically relevant to the proposal shall be omitted or bound in a separate document. At a minimum, the proposal shall include the following:

- Identification of the company or individual(s) including name, address, telephone number, fax number, and email address;
- Name, title, address and telephone number of contact person during the period of the evaluation process;

2. Proposal shall be submitted by mail to:

   **Housing Authority of the County of San Bernardino**
   **Procurement & Contracts Department**
   **Attn: Marsha Zeller**
   **715 East Brier Drive**
   **San Bernardino, CA 92408-2841**

   The envelope must be **sealed** and include the following notation on the bottom left hand corner of the proposal, “**Request for Proposal PC679 for Tenant Background Checks Enclosed.**” Please also include company /individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time will not be accepted. Two or more companies may be selected for an interview.

3. **Facsimile Copies or emails will NOT be accepted.** All proposals will become property of the HACSB upon submission.

   **c. RFP Terms and Conditions**
   The HACSB reserves the right to select more than one respondent (and will accept joint venture proposals), to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the HACSB’s choosing.

   **d. Board and Staff Communications**
   Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section VI. a. above be contacted during this RFP process by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification. All questions should be in writing and directed to the individuals identified in Section VI. a above.

   **e. Timetable**
   **Event**                  **Date**
   Request for Proposal Released   July 2, 2012
<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Due Date for Questions</td>
<td>July 12, 2012 at 2:00 p.m.</td>
</tr>
<tr>
<td>Posting of Responses for Questions</td>
<td>July 18, 2012</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>August 9, 2012 at 3:00 p.m.</td>
</tr>
<tr>
<td>Evaluation Process</td>
<td>Week of August 13, 2012</td>
</tr>
<tr>
<td>Board Approval (if required)</td>
<td>September 2012</td>
</tr>
<tr>
<td>Award Contract</td>
<td>October 1, 2012</td>
</tr>
</tbody>
</table>

If you have questions regarding this proposal, you must submit them in writing to mzeller@hacsb.com no later than 2:00 PDT on, July 12, 2012.

Responses to all appropriately submitted questions will be posted on the HACSB's website on or before Wednesday, July 18, 2012.

**The deadline for submissions in response to this Request for Proposals is 3:00 p.m. (PST), Thursday, August 9, 2012.** Telephone or fax responses will not be accepted for this request. It is the intent of the HACSB to select a contractor to provide Tenant Background Checks no later than September 2012.

d. **Release of Information**
   Information submitted in response to this RFP will not be released by the HACSB during the proposal evaluation process or prior to a contract award.

g. **Proprietary Information**
   If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

h. **Term of Contract**
   HACSB intends to award a contract for its requirements as follows:

   The contract period of performance is for two (2) base years, beginning on or about October 1, 2012 and expiring September 30, 2014 with two single-year options to extend the contract until no later than September 30, 2016, or until such time as terminated per the terms of the agreement. The initial engagement will be for a two (2) year period. In addition,
HACSB shall have the option to extend the engagement for up to one (1) additional year. The option year shall be exercised by written amendments executed by the parties. After the initial two-year base period, the engagement shall be renewed, on a year-to-year basis, on a unilateral basis at the fee in the original proposal. Such renewal engagement shall be confirmed in writing.

Contractor shall perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from HACSB. The Notice to Proceed shall set forth the precise date of commencement of the work.

Contractor shall make its non-exclusive services available during the entire contract period.

HACSB may award the contract at a time other than that stated in the Schedule. In which case HACSB, at its option, may shorten the duration of the contract or change the beginning and end dates, but in no case will the contract exceed the duration in as aforementioned.

i. Contract Option Years

HACSB will have the unilateral right in the contract by which, for a specified time, HACSB may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1. Any options that were requested by HACSB and/or contained in the Contractor’s bid or offer must have been evaluated in making the contract award prior to exercising any such options.

2. Contractor shall not be allowed to change its proposed pricing for the option years since this pricing is considered in evaluating the Contractor’s original proposal, therefore was the basis for awarding the contract unless otherwise provided herein.

3. Exercise of an option must be in accordance with the terms and conditions of the option stated in the initial contract award.

HACSB will provide a minimum of sixty days (60) written notice to the Contractor of HACSB’ unilateral right to exercise the option years. The minimum time for the written notice may be waived by mutual agreement.

If HACSB does not provide written notice to the Contractor, then the contract shall conclude on September 30 of the year for which the contract was last awarded.
j. **Price Escalation:**

After the first contract period (and at the beginning of any ensuing contract period), there may be an escalation of labor costs allowed in the same amount of an escalation that occurs pertaining to the State of California Prevailing Wage Rates or the applicable HUD MWRD. For example, if, at the end of the first contract period the listed Prevailing/MWRD wage rates increase 5% as compared with the listed rates on the date of the bid submittal deadline, the Contractor will be entitled to a 5% increase in the labor rates that they submitted in response to the proposal. For the option years, January 3 will be used for the baseline date to determine the listed wage rate. There shall be no more than one of these adjustments within any 12 month period during the contract. If the responsible governmental agency increases any rate more than once in a 12-month period; an exception may be granted.

k. **HACSB Reserves the Right to:**

1. Request an oral interview with, and additional information from, companies/individuals prior to final selection of a provider.

2. Consider information about a company/individual in addition to the information submitted in the response or interview.

3. Reject any and all responses and waive any irregularities.

VII. **REQUIREMENTS FOR PROPOSERS**

a. **Minimum Qualifications**

1) Experience of organization: Have at least three (3) years’ experience in providing Tenant Background Checks for other similar sized entities with similar scope;

2) Provide at least five (5) references for which like services have been performed within the past five (5) years; The HACSB reserves the right to contact any party that the Proposer has worked for in the past and to reject a Proposer based on past poor performance.

3) Meet other presentation and participation requirements listed in this RFP;

4) Have no outstanding or pending complaints as determined through the Better Business Bureau, and State of California Department of Consumer Affairs, and have no unsatisfactory record of performance with any public agency; and

5) Have the administrative and fiscal capability to provide and manage the proposed services.
b. **Statement of Qualifications**  
All Proposals shall provide a "Statement of Qualifications" which includes:

- A transmittal letter from the responding firm indicating the firm’s interest in representing HACSB and if applicable a list of the personnel that will be assigned to the elements of the contract.
- A brief history of the firm; when it was established, the principles of the firm, and members of the firm that will be providing Consultant services.
- A brief description of the responding firm’s understanding of its role as HACSB’s Consultant, and its approach to providing Background Check services for HACSB.
- Qualifications of all personnel that will be representing HACSB, and the amount of time they will be representing HACSB, and the role each individual will provide.
- A list of past clients, and any similar government entities represented, primarily local governments.
- A listing of five (5) references where similar services were performed. The client reference shall include the name of organization, contact person, address, and telephone numbers.

c. **Price**  
Please provide a cost for each item on “Exhibit C” Bid Proposal form for the rendering of services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal.

d. **Affirmative Action**  
The HACSB requires that each respondent be an Equal Opportunity Employer:  
State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

VIII. **PRE-BID CONFERENCE—NONE SCHEDULED**

IX. **SELECTION CRITERIA**

A selection panel will rate and evaluate eligible proposals on the criteria outlined below.

The following criteria with a point system of relative importance with an aggregate total of 100 points will be utilized to evaluate the qualifications of each proposer:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Weighting (Max. Pts.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1 Report Content: As part of the evaluation process HACSB will complete and evaluate three (3) actual tenant screening reports or a combination of tenant</td>
<td>20</td>
</tr>
</tbody>
</table>
screening and background reports on actual applicants to confirm that:

(a) Reports have been created and posted to a secure web site in an
electronic format and that HACSB evaluators are able to access them via
temporary access privileges;

(b) Consultant notifies designated HACSB staff within two (2) business days
of report availability; and

(c) Each report contains all nine (9) content elements.

**Note:** Each report must include the nine (9) report content elements listed in the
Scope of Work. Each element in each report should be comprehensive and
collectively the elements should be conclusive as to an applicant’s suitability for
tenancy. Consultant must provide HACSB will the appropriate forms and access to
complete this evaluation criterion.

The purpose of this requirement is to demonstrate the Consultant’s ability to post
completed tenant screening and background reports to its secure web site in
accordance with the terms listed in the Scope of Work. The Consultant may use the
report format currently used to conduct regular daily business with its other clientele.

| 2 | **Technical Report Elements:** The three (3) actual tenant screening and/or
background reports will be evaluated based upon the following technical elements: |
<table>
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<tbody>
<tr>
<td></td>
<td>(a) Proper spelling and grammar;</td>
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<td></td>
<td>(b) Professional appearance with appropriate use of white space;</td>
</tr>
<tr>
<td></td>
<td>(c) Comprehensible and use industry standard terms and measurements;</td>
</tr>
</tbody>
</table>
|  | (d) Reports are well organized with a logical flow and grouping of
information and content elements clearly labeled. |

| 3 | **Customization:** Consultant demonstrates ability to provide customized reports as
indicated in the Scope of Work and has provided cost as requested. |

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<tr>
<th>4</th>
<th><strong>Communication and transmission of information:</strong></th>
</tr>
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|  | (a) Consultant has demonstrated satisfactory evidence that their web site is secure;
mechanisms are in place to ensure security of information posted to, archived with,
and retrieved from the web site as well as during transmission between HACSB and
the Consultant; adequate mechanisms are in place if first line security measures fail;
and an adequate back-up system is in place to ensure that work flow is not
interrupted as a result of a primary security system failure. |
|  | (b) Consultant has demonstrated that adequate practices and protections are in
place to ensure that confidential information is handled appropriately. |
|  | (c) Consultant has demonstrated that the secure web site has adequate capacity to
accommodate HACSB’s limited duration archival needs as indicated in the Scope of
Work. |
|  | (d) Consultant has demonstrated capacity to provide approximately 6325 tenant
screening and/or background reports annually, 90% or more of which are complete
and provided to HACSB within two (2) business days. |

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<tr>
<th>5</th>
<th><strong>Customer Service:</strong></th>
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|  | Consultant has demonstrated capacity to accommodate the customer service
expectations stated in the Scope of Work including availability of supervisory and
screening staff during regular business hours to respond to client inquiries and
issues; capacity to provide training to HACSB staff; and a stated position regarding
response to complaints, disputed information and requests for information. |

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<tr>
<th>6</th>
<th><strong>Cost of Proposed Services:</strong></th>
</tr>
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| Maximum Total Points | 100 |
Based on its evaluation, the panel may:

1. Make a recommendation to HACSB’s President/CEO and Board of Commissioners and request authority to negotiate a contract with one (1) or more Consultants; or

2. Request additional information from the Consultant whose responses appear to have the greatest likelihood of success; or

3. Invite one (1) or more Consultants whose responses appear to have the greatest likelihood of success to attend an interview/presentation to discuss their proposal.

X. REQUEST FOR INTERVIEWS

After the HACSB evaluation team has rated and scored each proposal submitted, some of the companies that have responded may be asked to be available for interviews. If so, those companies will be given not less than three (3) business days’ notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

HACSB reserves the sole right to make a recommendation for award without conducting interviews.

XI. RFP REQUIREMENTS AND CONDITIONS

Minimum Requirements
This RFP sets forth the minimum requirements that all submissions shall meet. Failure to submit proposals in accordance with this request may render the proposal unacceptable.

Cost of the Proposal
Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by the HACSB. Proposers shall not include any such expenses as part of their proposals.

Clarification to Proposals
The HACSB reserves the right to obtain clarifications of any point in a company’s proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company’s response or responses.

Cancellation of the RFP
The HACSB reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACSB. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

Collusion
Proposer, by submitting a proposal, hereby certifies that no officer, agent, or employee of the HACSB has a pecuniary interest in this Proposal; that the Proposal is made in good faith without fraud, collusion, or connection of any kind with any other proposer; and that the proposer is competing solely in its own behalf without connection with, or obligation to any undisclosed person or company.

Contacts
All questions concerning the RFP shall be directed to Marsha Zeller, Procurement and Contracts Department, whose contact information is provided above. To avoid all appearances of impropriety proposer should only contact the above referenced staff person and should not attempt to contact any HACSB Commissioner or the President/CEO. No oral request for clarification or information will be accepted. All such requests must be in writing (by email, mail, fax, or hand delivery) and submitted to the HACSB no later than 4:00 pm PDT on May 30, 2012. All questions and clarifications shall be answered in one written addendum, which will be posted to the HACSB website, and issued to all respondents who have been duly recorded as having received a copy of the RFP in the HACSB’s distribution log, no later than June 1, 2012.

Disputes
In case of any doubt or differences of opinions as to the participation sought hereunder, or the interpretation of the provisions of the RFP, the dispute process shall apply.

Contractors may appeal the recommended award, provided the appeal is in writing, contains the RFP number, is delivered to the address listed in Section VI, a. of this RFP, and is submitted according to the time requirements listed below. The following shall apply to protests (unless otherwise specified, this section will use the term “protest” to also include disputes and appeals):

Solicitation: Contractors may protest a solicitation issued by HACSB. It must be received by the Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

Award IFB: Any protest against the award of a contract based on an IFB must be received by the Contracting Officer no later than two full business days after the bid submittal deadline, or before award of the contract, whichever is earlier, or the protest will not be considered.

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Contracting Officer within three business days after
notification to an unsuccessful proposer that they were not selected, or the protest will not be considered.

**Rejection of Bid:** Any protest of a decision by HACSB to reject a bid submitted in response to an IFB must be received by the Contracting Officer within two business days after being notified in writing of HACSB’s decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

The decision of the HACSB shall be final and binding upon all parties.

**XII. INSURANCE REQUIREMENTS**

A. **Proof of Insurance,** shall not be terminated or expire without thirty (30) days written notice, and are required to be maintained in force until completion of the contract. The Contractor shall require all subcontractors used in the performance of this contract to name HACSB as an additional insured. Following are the standard types and minimum amounts.

- **General Liability:** $1,000,000; per occurrence for bodily injury, personal injury and property damage liability; *HACSB Additional Insured* or,
- **Commercial General Liability:** $3,000,000; combined single limit bodily and property damage liability per occurrence; *HACSB additional named insured*.
- **Comprehensive Automobile Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB Additional Insured*.
- **Errors and Omissions Liability:** $1,000,000; combined single limit bodily and property damage liability per occurrence and $3,000,000 aggregate OR,
- **Professional Liability:** $1,000,000; per occurrence and aggregate.
- **Workers’ Compensation:** statutory limits or,
- **Self-Insurance Program:** a State Approved program in an amount and form that meets all applicable requirements of the Labor Code of the State of California.
- **Environmental Liability:** $500,000; per occurrence and aggregate; *HACSB Additional Insured*.
- **Owner's Liability:** 100% of insurable value of the work, Builder's Risk, Extended coverage for Vandalism and Malicious Mischief, if required; *HACSB additional named insured*.
- **Fire Insurance with Extended Coverage:** 100% of insurable value of the work; Builder's Risk, Extended coverage including
Vandalism and Malicious Mischief, if required; HACSB Additional Insured.

B. Failure to provide proof of insurance or failure to maintain insurance as required in this bid, or by law; are grounds for immediate termination of the contract. In addition, the awarded bidder should be liable for all re-procurement costs and any other remedies under law.

C. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless HACSB and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by HACSB on account of any claim therefore, except where such indemnification is prohibited by law.

2. Additional Named Insured

All policies, except for the Workers' Compensation, Errors and Omissions and Professional Liability policies, shall contain additional endorsements naming HACSB and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

3. Waiver of Subrogation Rights

The Contractor shall require the carriers of the above required coverages to waive all rights of subrogation against HACSB, its officers, employees, agents, volunteers, Contractors and subcontractors.

4. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

5. Proof of Coverage

The Contractor shall immediately furnish certificates of insurance to HACSB Procurement Department administering the Contract evidencing the insurance coverage, including the endorsements above required, prior to the commencement of performance of services hereunder, which certificates shall provide that such insurance shall not be terminated or expire without thirty (30) days written notice to the Department.
Contractor shall maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) days of the commencement of this Agreement, the Contractor shall furnish certified copies of the policies and all endorsements.

6. Insurance Review

The above insurance requirements are subject to periodic review by HACSB. HACSB's Risk Manager is authorized, but not required, to reduce or waive any of the above insurance requirements whenever the Risk Manager determines that any of the above insurance is not available, is unreasonably priced, or is not needed to protect the interests of HACSB. In addition, if the Risk Manager determines that heretofore, unreasonably priced or unavailable types of insurance coverage or coverage limits become reasonably priced or available, the Risk Manager is authorized but not required, to change the above insurance requirements, to require additional types of insurance coverage or higher coverage limits, provided that any such change is reasonable in light of past claims against HACSB, inflation, or any other item reasonably related to HACSB's risk. Any such reduction or waiver for the entire term of the Agreement and any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

XIII. CONTRACT CONDITIONS

Americans with Disabilities Act
Proposer must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes.

Law of the State of California
The resulting contract will be entered into within the State of California and the law of said state, whether substantive or procedural, shall apply to the contract, and all statutory, charter and ordinance provisions that is applicable to public contracts within the County of San Bernardino and the State of California shall be followed with respect to the contract.

Contract Terms and Final Selection
The selected company/individual will be expected to sign the HACSB’s Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.
XIV. SECTION 3 AFFIRMATIVE ACTION PLAN

A. POLICY

Consistent with, Section 3 of the HUD Act of 1968 and Resident-Owned Business Contracting, it is the policy of HACSB that all feasible efforts shall be made to ensure that individuals or firms located in or owned in substantial part by persons residing in the area of HACSB communities projects are used when possible.

Definitions:

1. A “Section 3 business concern” is as defined under 24 CFR Part 135.

2. A “labor surplus area business” is defined as a business which, together with its immediate subcontractors, will incur more than 50% of the cost of performing the contract in an area of concentrated unemployment or underemployment, as defined by the DOL in 20 CFR Part 654, Subpart A, and in the list of labor surplus areas published by the Employment and Training Administration.

3. "Goal" means a numerically expressed objective that HACSB and contractors are required to make efforts to achieve.

4. "Contract" includes any agreement to provide labor, services, material, supplies, or equipment in the performance of a contract, franchise, concession, or lease granted, let, or awarded for and on behalf of HACSB.

5. A “resident-owned business” is any business concern that is 51% owned and controlled by public housing residents.

B. DIVERSITY GOALS

The Board of Commissioners has established the following goals to promote diversity in its construction contracting and other procurement actions. These goals apply to the overall dollar amount expended each year by HACSB:

1. Section 3 Hiring and Subcontracting: a 30% aggregate involvement of bona-fide Section 3 eligible employees and Section 3 Business Concerns subcontracting in procurement activities.

2. Resident-Owned Businesses: There is no goal for resident-owned businesses. A Resident-Owned Business is any business concern that is 51% owned and controlled by public housing residents. However, HACSB will notify all residents’ organization of procurements and shall use HUD-allowed alternative procurement process when contracting with businesses owned in substantial part by residents (resident-owned businesses) for public housing services, supplies, or construction. The alternative procurement process must comply with procedures and requirements as set forth in this Policy and HUD’s procurement regulations at 24 CFR 85.36, except that solicitations are limited to resident owned businesses.

C. REQUIRED EFFORTS
Prime contractors, when subcontracting is anticipated, are required to take these positive steps, but shall not be limited to:

1. Including such firms, when qualified, on solicitation mailing lists;
2. Encouraging their participation through direct solicitation of bids or proposals whenever they are potential sources;
3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
4. Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
5. Using the services and assistance of the United States Small Business Administration, and the Minority Business Development Agency of the Department of Commerce;
7. Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to business concerns which provide opportunities to low-income residents, as described in 24 CFR Part 135 (Section 3 businesses).

D. HUD SECTION 3 REQUIREMENTS

HACSB shall comply with Section 3 of the Housing Act of 1968, as amended by Section 915 of the Housing and Community Development Act of 1992, regarding use of Section 3 certified businesses and Section 3 eligible individuals. HACSB shall provide a preference to Section 3 businesses in the award of contracts, regardless of funding source, as described below:

1. In awarding contracts based on bids (where price is the sole determining factor for award), HACSB will award contracts to the low bidder; provided however, if a Section 3 business' bid exceeds the low bid by no more than 10%, HACSB may award the contract to the Section 3 business at the price bid by the Section 3 business.

2. In awarding contracts based on proposals in which price is one factor in determining award, the evaluation criteria will provide for 20 points (out of 100) to be assigned to any qualified Section 3 business. This shall be established in the evaluation criteria. Qualified Section 3 businesses shall receive the maximum number of points authorized in this evaluation criterion.

3. Generally, HACSB will evaluate Section 3 businesses that have been certified by appropriate agencies, although, where appropriate, HACSB
may also evaluate Section 3 businesses that it can verify from available information to meet the requirements to qualify as a Section 3 business.

4. A business may qualify as a Section 3 business if the business is owned by Section 3 qualified persons who live in the County of San Bernardino and who meet the prescribed income limitations based on family size.

5. A business may qualify as a Section 3 business if 30% or more of their permanent, full-time employees (core employees within the last 12 months) are Section 3 qualified persons who live in the County of San Bernardino and meet the prescribed income limitations based on family size.

6. A business may qualify as a Section 3 business based on a commitment to subcontract with other Section 3 businesses for more than 25% of the dollar amount of all subcontracts, as provided in 24 CFR 135.5. Such businesses shall be required to submit with their bid or proposal a plan describing how they will implement the subcontracting commitment. Prior to an award or selection by HACSB, the subcontracting plan shall be evaluated by HACSB to determine if it is reasonable and attainable. HACSB shall monitor the compliance of a selected Section 3 business with their subcontracting commitment. All solicitations and contracts shall include provisions for declaring a breach of contract for failure to meet the subcontracting commitment, and for assessing penalties or damages for such a breach.

1 24 CFR 135 contains more specific requirements regarding Section 3 requirements.

XV. ADMINISTRATIVE INFORMATION

1. Minority-owned and Women-owned Business Enterprises: HACSB strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to respond to this RFP, to participate as partners, or to participate in other business activity in response to this RFP.

2. Section 3 Requirements: Section 3 of the Housing and Urban Development Act of 1968 (hereinafter “S3”) requires HACSB to the greatest extent feasible to provide employment opportunities to S3 residents. S3 residents include residents of HACSB communities and other low-income residents of County of San Bernardino. Each Consultant is encouraged to submit with their submittal a 1) S3 Resident Employment Plan and a 2) S3 Business Certification that will result in hiring S3 residents to perform the work contemplated by this RFP.

3. Basic Eligibility: The successful Consultant must be licensed to do business in the State of California and must have a state Unified Business Identifier (UBI) number. In addition, the successful Consultant must not be debarred, suspended, or otherwise ineligible to contract with HACSB, and must not be included on the General Services Administration’s “List of Parties Excluded From Federal Procurement and Nonprocurement Programs” or the Department of Housing and Urban Development’s “Limited Denial of Participation” list.

4. Payment Requirements: Consultants should be aware that HACSB will only make payments on the contract issued under this RFP after the work being billed has been completed, and will pay reimbursable expenses to the Consultant only upon receipt of an invoice for the
reimbursable expenses. *No advance payments will be made* to the Consultant, who must have the capacity to meet all project expenses in advance of payments by HACSB.

5. **Approval of Sub-Consultants:** HACSB retains the right of final approval of any Sub-Consultant of the selected Consultant who must inform all Sub-Consultants of this provision.

6. **Documents Produced:** All construction drawings, reports, specifications, and other documents produced under contract to HACSB must be submitted to HACSB in both hard copy and a digital format that meets HACSB’s requirements, using Microsoft Office or AutoCAD products in an IBM-compatible format. All documents and products created by the Consultant and their Sub-Consultants shall become the exclusive property of HACSB.

7. **Other Contracts:** During the original term and all subsequent renewal terms of the contract resulting from this RFP, HACSB expressly reserves the right, through any other sources available, to pursue and implement alternative means of soliciting similar or related services as described in this RFP. HACSB may award contracts to other vendors such as designers, consultants, or contractors.

8. **Funding Availability:** By responding to this RFP, the Consultant acknowledges that any contract signed as a result of this RFP, the authority to proceed with the work is contingent upon the availability of funding.
Tenant Background Checks
Scope of Work
Criminal Background and Tenant Screening Services
Scope of Work

The Housing Authority of the County of San Bernardino (HACSB) is seeking Proposals from qualified consultants and firms to provide Tenant Screening Services and other information to help HACSB staff determine whether applicants for housing are suitable for residence in HACSB owned and/or managed communities, or participation in the Housing Choice Voucher (HCV) program administered by HACSB. On an as-needed basis other HA departments may also require tenant screening services for other reasons such as home-ownership programs or to investigate alleged fraudulent activity by program participants.

Offerors submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

HACSB, as of June 30, 2012; owns and/or manages 1298 units of public housing, 1199 privately owned units, and administers 7954 units leased from private owners under the Section 8 Housing Choice Voucher Program. Our programs emblem us to provide quality, safe affordable housing to approximately 30,000 low income families, seniors and disabled individuals who reside throughout the County of San Bernardino.

SCOPE OF WORK

1. Report Content Elements. Tenant screening and other requested background reports will consist of designated combinations of the following informational elements:

   a. Landlord/housing provider research covering the past five (5) years of applicant housing history regarding rent payment, unit care, peaceful enjoyment, and lease compliance.

   b. Civil court activity to identify eviction actions, collections, judgments, and other liabilities related to housing history.

   c. Integrated three (3) bureau industry-standard credit report and credit rating in compliance with the Fair Credit Reporting Act (FCRA) to assist in verification of applicant supplied income and asset information.

   d. Personal address history from the applicant’s credit report to identify addresses and localities where applicants have a history of financial activity.

   e. Criminal history, to include sex offender and terrorist searches; in San Bernardino, Riverside, and Los Angeles Counties and in all other states of record, as made known by applicant-provided housing history and by other information which surfaces in the credit and address history information. Report shall include description of charges, explanation and sentence for each citation.

   f. Driver's license and/or state issued ID verification.
g. Social Security Number (SSN) verification.

h. Nationwide Criminal History report which includes Terrorist and Sex Offender searches. Report shall include description of charges, explanation and sentence for each citation.

i. Lifetime Sex Offender Registry reports (levels 1, 2, & 3).

2. Report Format. The Consultant will provide tenant screening and other requested background reports in a format that is mutually acceptable to the Consultant and HACSB, and will incorporate the following technical elements:

   a. The report format may be subject to revision during the contractual period to accommodate administrative requirements. Such revisions will be communicated to the Consultant in writing at least ten (10) business days prior to implementation. A draft modified report will be provided to HACSB for review within five (5) business days of the revision request and a final, mutually accepted, revised report format will be ready at least 48 hours prior to implementation of the change(s).

   b. The report must be available in an electronic format that is convertible to a printable format for imaging and reproduction purposes.

   c. Housing history and criminal background information will be individually separated from the body of the report by page breaks in order to create a distinct and singular housing history and criminal background “sub-report” sections. References to an applicant’s criminal background must not appear in other sections of the report.

   d. The report will have a professional appearance, using correct grammar and spelling, with appropriate use of white space to facilitate readability.

   e. The report will be well organized with logical groupings of individual topics and information flow containing industry-standard terms and measurements.

   f. The reports must be kept on file and stored electronically at the Consultant’s site for reference and future retrieval for 12 months from the original request date.

3. Customization Options. The Consultant must have capacity to provide customized reports as requested by HACSB comprised of designated combinations of the nine (9) report content elements listed in the Scope of Work in the interest of economy, expense and time, as needed. Specifically:

   a. Full report, as defined by the Scope of Work.

   b. Criminal background only, including sex offender check, driver’s license (or state issued ID) and SSN validation.

   c. Credit report only.


   a. Consultant must operate a secure web site at all times with mechanisms in place to secure information posted to, archived within, and retrieved from the web site as well as during transmission via the Internet between HACSB and the Consultant.

   b. Consultant must have capacity for HACSB staff to transmit application information to the Consultant by using a Consultant supplied and maintained web-based secure form and by facsimile using a Consultant provided hard-copy application and release of information form in the event that the Internet based system is experiencing technical difficulties.
c. Consultant must have practices and protections in place to ensure that confidential information is handled appropriately from the point at which a request is submitted by HACSB staff to receipt of the final report by HACSB staff. The Consultant cannot be held responsible for inappropriate use of information after the report has been received and reproduced.

d. Completed tenant screening and background reports will be posted by the Consultant on their secure web site to be accessed by designated HACSB staff.

e. The Consultant will immediately notify HACSB staff by e-mail using a standard format once completed reports have been posted to the Consultant’s web site.

f. The Consultant’s web site will have capacity to archive information for limited future retrieval (up to 90 days).

5. Professional Service Expectations.

a. The Consultant will have staffing capacity to process approximately 5,000 - 6,500 tenant screening and background reports annually. The average monthly screenings are 550 per month for the HCV program and 50-100 per month for the public housing program. There may be additional screenings conducted for or to investigate alleged fraudulent activity by program participants, which are not included in the totals above. The actual number of reports may vary significantly and HACSB cannot commit to or guarantee specific volume.

b. The Consultant will endeavor to post completed tenant screening and background reports on its web site within two (2) business days of HACSB’s report request submission. The two (2) day timeline is intended to be a general timeframe and should not result in limiting or mitigating the quality of information in the individual background reports which may on occasion require a longer timeframe to accurately complete. Delays will be communicated to HACSB staff as quickly as possible. For the purpose of any contract issued as a result of this RFP, fewer than 10% of reports submitted in excess of two (2) business days will be considered acceptable performance.

c. The Consultant will be accessible during regular business hours from 9:00 a.m. to 4:30 p.m. (Pacific Time), Monday through Friday, to positively resolve problems and engage HACSB staff in building and maintaining a productive working relationship.

d. The Consultant will provide on-site training to HACSB staff in the use of the Consultant’s web site interface at the HACSB Programs Office located at 672 South Waterman Ave., San Bernardino, CA 92408. Training will be provided one (1) time, for a minimum of three (3) hours to the HACSB Housing and IT staff.

e. The Consultant will provide written information to HACSB staff regarding the interpretation of tenant screening and background reports including industry standard terminology, measurements, and concepts.

f. The Consultant will have a stated position on the ethical obligations associated with the background-reporting industry which acknowledges the Consultant’s obligations under law, states the Consultant’s position on the accuracy of reported information, and outlines how the Consultant will respond to inquiries and complaints.

g. The Consultant will provide qualified personnel (available free-of-charge upon referral from HACSB staff) to advise applicants who request clarification, who may dispute the information that the Consultant has reported about them, or who may simply desire advice about how to manage the problems in their credit report.
INFORMATION TO BE PROVIDED IN SUBMITTALS

To be considered responsive to this RFP and to facilitate evaluation, submittals should be organized in the order of the outline given below and include the information listed. Please refer to the section of this RFP on Submission Requirements for information on required number of copies. Effort should be made to keep submittals concise.

1. Report Content

Consultants should provide a temporary user name and password, valid for 120 days from the due date for proposals in order for HACSB staff to log in to the system. The log-in information should be sent by e-mail no later than the due date for proposals, to Terry Quiroz, Program Integrity Manager at Tquiroz@hacsb.com

Written instructions for log-in and retrieval should be included.

Each HACSB evaluator will access the web site in order to individually evaluate three (3) actual reports for the purpose of evaluating the Consultant’s ability to comply with the stated Scope of Work and the Report Content evaluation criterion identified in this RFP.

2. Sample Report Format Customized to Meet the HACSB Scope of Work

   a. Sample report that incorporates all nine (9) report content elements listed in the Scope of Work and is in compliance with the stated Report Format, clearly identifying the various sections of the report. The information provided may be fictitious. The purpose is to provide HACSB with an opportunity to learn what the Consultant’s reports may look like.

   b. Clearly identify how the Consultant will electronically provide report request forms, completed tenant screening, and background reports to HACSB including the technical name of the web site platform/software to support it.

3. Customized Reports: List the Fees for the Following Examples of Possible Customized Reports

   a. Full report, as defined by the Scope of Work.

   b. Criminal background only, including sex offender check, driver’s license (or state issued ID) and SSN validation.

   c. Credit report only

4. Methods of Communication and Transmission of Information

   a. Provide a statement regarding Consultant’s web site security and describe the specific security measures that are in place to ensure the safety of information that will be posted to, archived within, and retrieved from the web site, as well as during transmission via the Internet between HACSB and the Consultant.

      i. Describe what happens when security measures fail.

      ii. Describe the back-up mechanisms in place to secure the web site.

      iii. Describe what back-up mechanisms are in place in the event of a security breach that will ensure reports will continue to be securely sent, tenant screening will continue without interruption, and reports are posted for HACSB access in a timely manner.

   b. Describe how the Consultant’s practices and protections ensure that confidential information is handled appropriately.
c. Information management and security: For each of the items below describe how the Consultant ensures confidentiality as identified above.
   i. Consultant’s preferred method for receiving report requests.
   ii. Alternative report request methods that can be used if necessary.
   iii. Web based archiving and limited duration information retrieval.
   iv. E-mail notifications for HACSB staff.

5. Professional Service Expectations
   a. Describe the business processes in place that allow the Consultant to accommodate the two (2) business day report turnaround expectation.
   b. Describe the Consultant’s customer service philosophy by addressing the following issues as described in the Scope of Work.
      i. Routine staffing levels to accommodate inquiries from clients.
      ii. Client training curriculum and staff training which may be in excess of the training described in the Scope of Work.
      iii. Client resource materials as described in the Scope of Work.
      iv. Consultant’s ability to address and correct if necessary, disputed information that has been reported about an applicant.
   c. Describe the Consultant’s position on ethical obligations associated with the consumer issues associated with the credit and background reporting industry.

6. Handling of Level Three (3) Sex Offender Information
   a. Provide a written narrative on how your organization obtains level three Sex Offender information and include the turnaround time.
EXHIBIT B

Contact Information Form

To: Marsha Zeller, Procurement and Contracts Dept.
(900) 890-0644 Ext 2176, (909) 890-2349 Fax, e-mail mzeller@hacsb.com

This fax is to acknowledge that we are in receipt of your RFP #PC679 Tenant Background Check Services and have noted our intention to bid.

Vendor Name: _________________________________________________

Address: __________________________________________________________________________

Contact/Title: __________________________________________________________

Phone: __________________________________________________________________________

Fax: __________________________________________________________________________

Email: __________________________________________________________________________

I PLAN TO SUBMIT A BID.
☐ Yes, I will be submitting a bid.
☐ Maybe, I need to research and get more information (contact HACSB-information listed above)

NO BID. Indicate any of the following. We:
☐ Do NOT desire to be retained on the vendor list.
☐ Desire to be retained on the vendor list, but decline to bid based on the following:
  ☐ Cannot comply with specifications/scope of work, Explain: ____________________________
  ____________________________________________________________
  ____________________________________________________________
  ____________________________________________________________
  ☐ Cannot meet delivery requirements, Explain: ____________________________
  ____________________________________________________________
  ☐ Do not regularly provide this type of product/service
  ☐ Other, Explain: _________________________________________________________
  Please update my information as listed above.

HOW YOU FOUND OUT ABOUT THE BID. Indicate any of the following. We:
☐ Checked the agency website
☐ Received notice by fax or e-mail
☐ Newspaper Ad, please list paper: ____________________________
☐ Trade Publication, please list: ____________________________
☐ Plan Room, please list: ____________________________
☐ Other, Explain: ______________________________________________
EXHIBIT C

PROPOSAL FORM

Proposal: **Tenant Background Checks PC679**

Vendor Name: ____________________________________________

To: The Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408

1. The undersigned, having familiarized themselves with the local conditions affecting the cost of the work, and with the Specifications, if any thereto, hereby proposes to furnish all labor, materials, equipment and services required to provide such service(s) described in the Scope of Work in accordance therewith, for the sum of:

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<tr>
<th>Item</th>
<th>Services</th>
<th>Yr 1 2012-13</th>
<th>Yr 2 2013-14</th>
<th>Yr 3 2014-15</th>
<th>Yr 4 2015-16</th>
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<tr>
<td>1</td>
<td><strong>Complete report</strong> which includes the nine (9) report content elements listed in the Scope of Work.</td>
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<td><strong>Individual reports:</strong></td>
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<td>2</td>
<td><strong>Landlord/housing provider research</strong> covering the past five (5) years of applicant housing history regarding rent payment, unit care, peaceful enjoyment, and lease compliance.</td>
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<td><strong>Civil court activity</strong> to identify eviction actions, collections, judgments, and other liabilities related to housing history.</td>
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<td>4</td>
<td><strong>Integrated three (3) bureau industry-standard credit report and credit rating</strong> in compliance with the Fair Credit Reporting Act (FCRA) to assist in verification of applicant supplied income and asset information.</td>
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<td>5</td>
<td><strong>Personal address history</strong> from the applicant's credit report to identify addresses and localities where applicants have a history of financial activity.</td>
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<td><strong>Criminal history</strong>, to include sex offender and terrorist searches; in San Bernardino, Riverside, and Los Angeles Counties and in all other states of record, as made known by applicant-provided housing history and by other information which surfaces in the credit</td>
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7 Driver’s license and/or state issued ID verification.

8 Social Security Number (SSN) verification.

9 Nationwide Criminal History report which includes Terrorist and Sex Offender searches. Report shall include description of charges, explanation and sentence for each citation.

10 Lifetime Sex Offender Registry reports (levels 1, 2, & 3)

Customized Reporting:

Attach separate price list for specialized reports as listed on Scope of Work Section

2. I acknowledge that my proposal has accounted for the following addendums

3. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

**NOTE:** The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date ________________________, 20____

(Company Name)

(Official Address)

(By)

(Title)

(State License Number) Telephone Number)
**CURRENT CLIENT REFERENCES (REQUIRED)**

*Submit this form with the BID, failure to do so is grounds for disqualification.*

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<tr>
<th>Company</th>
<th>Address</th>
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<th>Fax/Phone Numbers</th>
<th>Contact Name/Title</th>
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**Bidder’s Company Name**

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