



REQUEST FOR PROPOSAL – PC1035

HEARING OFFICER SERVICES

**Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408
May 2018**

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 2,514 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.

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.

A. Contact Information

This RFP is being issued, as will any addenda by the HACSB. The contact person for the HACSB is:

Angie Lardapide, Procurement and Contracts Supervisor
715 E. Brier Drive
San Bernardino, CA 92408-2841
(909) 890-0644
(909) 915-1831 - FAX
procurement@hacsb.com

Fax number and e-mail address may be used to submit QUESTIONS ONLY. Proposals will not be accepted by e-mail or facsimile. One (1) original, one (1) copy, and one digital copy in the form of a CD or flash drive to the contact person noted above.

III. Contract Term

The Contract period will be for a three (3) year base period beginning approximately September 2018 through August 2021 with two (2) additional optional years to extend through August 2023.

IV. Proposal Timeline

Release of RFP	May 11, 2018
Question Due	May 17, 2018 @ 2PM PST
Answers to Questions	May 23, 2018
Proposals Due	June 11, 2018 @ 2PM PST
Evaluation Process	June/July 2018
Presentations	June/July if required
Award of Contract	August 2018

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, best and final offers, etc.

Questions regarding the contents of this RFP must be submitted in writing on or before time and date and directed to the RFP Contact listed in Section II, Paragraph A - Purpose. All questions submitted will be answered and posted on HACSB's website.

V. PROPOSAL CONDITIONS

A. Authorized Signatures

All proposals must be signed by an individual authorized to bind the Proposer to the provisions of the RFP.

B. Term of Offer

Proposals shall remain open, valid and subject to acceptance anytime within nine (9) months after the proposal opening.

C. Required Review

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and

exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Purpose, at least five days before the Deadline for Proposals.

D. Incurred Costs

HACSB is not obligated to pay any costs incurred by Proposer in the preparation of a proposal in response to this RFP. Proposers agree that all costs incurred in developing a proposal are the Proposer's responsibility.

E. Amendments/Addenda to RFP

HACSB reserves the right to issue addenda or amendments to this RFP if HACSB considers that changes are necessary or additional information is needed.

Changes to a proposal or withdrawal of proposals will only be allowed if acceptable requests are received prior to the deadline that is set for receipt of proposals. No amendments or withdrawals will be accepted after the deadline.

F. Best Value Evaluation

As established in this solicitation, HACSB realizes that criteria other than price are important and will award contract(s) based on the proposal that best meets the needs of HACSB. The optimal combination of quality, price, and various qualitative elements of required services will provide HACSB the greatest or best value for its money.

G. Right of Rejection

Offers must comply with all of the terms of the RFP, and all applicable local, state, and federal laws, codes, and regulations. HACSB may reject as non-responsive any proposal that does not comply with all of the material and substantial terms, conditions, and performance requirements of the RFP.

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive counter-offer and the proposal may be rejected.

No proposal shall be rejected, however, if it contains a minor irregularity, defect or variation and if the irregularity, defect or variation is considered by HACSB to be immaterial or inconsequential, HACSB may choose to accept the proposal.

Minor informalities may be waived by the Procurement and Contracts Supervisor when they:

- Do not effect responsiveness;
- Are merely a matter of form or format;
- Do not change the relative standing or otherwise prejudice other offers;
- Do not change the meaning or scope of the RFP;
- Are trivial, negligible, or immaterial in nature;
- Do not reflect a material change in the work; or
- Do not constitute a substantial reservation against a requirement or provision;

In such cases the Proposer will be notified of the deficiency in the proposal and given an opportunity to correct the irregularity, defect or variation or HACSB may elect to waive the deficiency and accept the proposal.

This RFP does not commit HACSB to award a contract. HACSB reserves the right to reject any or all proposals if it is in the best interest of HACSB to do so. HACSB also reserves the right to terminate this RFP process at any time.

H. Clarification of Offers

In order to determine if a proposal is reasonably acceptable for award, communications by the Facilitator for the Evaluation Panel are permitted with a Proposer to clarify uncertainties or eliminate confusion concerning the contents of a proposal. Clarifications may not result in a material or substantive change to the proposal. The evaluation by the Facilitator may be adjusted as a result of a clarification under this section.

I. Public Records Act

All information submitted in the Proposal or in response to request for additional information is subject to disclosure under the provisions of the California Public Records Act (California Government Code section 6250, et seq.). Proposals may contain financial or other data that constitutes a trade secret. To protect such data from disclosure, Proposers should specifically identify the pages that contain confidential information by properly marking the applicable pages and inserting the following notice on the front of its response:

NOTICE

The data on pages _____ of this Proposal response, identified by an asterisk (*) or marked along the margin with a vertical line, contains information which are trade secrets. We request that such data be used only for the evaluation of our response, but understand that disclosure will be limited to the extent that the HACSB determines is proper under federal, state, and local law.

The proprietary or confidential data shall be readily separable from the Proposal in order to facilitate eventual public inspection of the non-confidential portion of the Proposal.

HACSB assumes no responsibility for disclosure or use of unmarked data for any purpose. In the event disclosure of properly marked data is requested, the Proposer will be advised of the request and may expeditiously submit to the HACSB a detailed statement indicating the reasons it has for believing that the information is exempt from disclosure under federal, state, and local law. This statement will be used by the HACSB in making its determination as to whether or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

J. Disclosure of Criminal and Civil Proceedings

HACSB reserves the right to request the information described herein from the Proposer selected for contract award. Failure to provide the information may result in a disqualification from the selection process and no award of contract to the Proposer. HACSB also reserves the right to obtain the requested information by way of a background check performed by an investigative firm. The selected Proposer also may be requested to provide information to clarify initial responses. Negative information provided or discovered may result in disqualification from the selection process and no award of contract.

The selected Proposer may be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees (as that term is defined herein), within the last ten years, has been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense arising directly or indirectly from the conduct of the firm's business, or whether the firm, or any of its partners, principals, members, associates or key employees, has within the last ten years, been indicted on or had charges brought against it or them (if still pending) or convicted of any crime or offense involving financial misconduct or fraud. If the response is affirmative, the Proposer will be asked to describe any such indictments or charges (and the status thereof), convictions and the surrounding circumstances in detail.

In addition, the selected Proposer may also be asked to disclose whether the firm, or any of its partners, principals, members, associates or key employees, within the last ten years, has been the subject of legal proceedings as defined herein arising directly from the provision of services by the firm or those individuals. "Legal proceedings" means any civil actions filed in a court of competent jurisdiction, or any matters filed by an administrative or regulatory body with jurisdiction over the firm or the individuals. If the response is affirmative, the Proposer will be asked to describe any such legal proceedings (and the status and disposition thereof) and the surrounding circumstances in detail.

For purposes of this provision "key employees" includes any individuals providing direct service to HACSB. "Key employees" do not include clerical personnel providing service at the firm's offices or locations.

K. Debarment and Suspension

Proposer certifies (using Exhibit F) that neither it nor its principals or subcontracts is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency as required by Executive Order 12549.

Further, Proposer affirms that it has no record of unsatisfactory performance with HACSB in the twenty-four (24) month period immediately preceding the date of issuance of this RFP.

L. Board and Staff Communications

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, 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.

M. Final Authority to Award

The final authority to award contracts as a result of this RFP rests solely with the HACSB Housing Commission as delegated by the Board of Governors or based on award amount, by the Board of Governors.

VI. SCOPE OF WORK

INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is an independent public agency established in 1941 under the U.S. Housing Act of 1937 and the State of California Housing Authorities Law of 1938, for the purpose of developing low-rent public housing for low income households. Pursuant to said laws, the Authority was authorized to function by resolution adopted by the County Board of Supervisors on June 23, 1941. Seven Commissioners (including two tenant Commissioners one of who must be a senior citizen 62 years of age or older) are appointed by the County Board of Supervisors to serve the public entity and to act as its Housing Commission. The Housing Authority Executive Director is the principal administrator.

HACSB is responsible for the development of low-income rental projects, management of publicly owned or assisted housing projects, operations of rent-subsidy programs & rehabilitation of existing housing stock. HACSB serves the incorporated and the unincorporated areas of San Bernardino County. The Housing Authority has jurisdiction in all areas of the county except the city of Needles which has its own Housing Authority.

HACSB, as of March 2017 owns and/or manages 354 units of affordable housing, 1,905 privately owned units, and administers 10,030 units leased from private owners under Housing Choice Voucher subsidized programs.

Our programs enable us to provide quality, safe affordable housing to approximately 29,988 low-income families, seniors and disabled individuals who reside throughout the County of San Bernardino.

Each program is governed by respective sections of the Code of Federal Regulations: generally, 24 CFR Parts 960 through 966 for public housing and 24 CFR Part 982 for the Voucher. Additionally, HACSB policy and procedures are contained, respectively, in an Admissions and Occupancy Policy and an Administrative Plan.

Each of the programs requires HACSB to offer a grievance procedure for certain HACSB adverse actions against a tenant or participant. This is a two-step procedure. The first step involves a meeting between the aggrieved party and the HACSB staff who recommended the adverse action. Staff shall consider any mitigating circumstances and outline their decision in a letter to the client. If the client is dissatisfied with the outcome, they have a right within ten (10) business days to request an “informal hearing.” It has been HACSB policy that the Hearing Officer Services for most, if not all, informal hearings, is someone other than an employee of the Public Housing Agency.

The “informal hearing” assures HACSB Housing Choice Voucher (HCV) participants a reasonable review and determination on complaints regarding an HACSB action, or failure to act, in such a way that affects their rights under the Voucher or Family Obligations Contract with HACSB. The hearing may also address the application of HACSB policies that the participant believes to adversely affect their individual rights, duties, welfare or status.

The type of appeal most frequently addressed in hearings is a voucher participant’s appeal where rental subsidy is being terminated for violation of the Housing Choice Voucher program regulations.

SCOPE OF WORK

The grievance procedure is not applicable to disputes between tenants, or to class grievances. It is also not intended as a forum for initiating or negotiating policy changes established with any HACSB policy and procedure manuals.

The Complainant shall be afforded a fair hearing providing the basic safeguards of due process, which shall include:

- The opportunity to examine before and during the hearing; and, at the expense of the Complainant, to copy all HACSB documents, records and regulations directly relevant to the grievance hearing. Any document not identified and made available to the Complainant upon reasonable request may not be used by HACSB at the hearing.
- The right to be represented by counsel or any other person designated by the Complainant as Complainant’s representative, and to have such person make statements on the Complainant’s behalf.
- The right to present evidence and argue in support of the Complainant, to contest evidence relied on by HACSB, and to confront and cross examine all witnesses upon whose testimony or information HACSB relies, and
- A written decision based solely and exclusively upon the facts presented at the hearing including a statement of the reason for the determination.

Within 10 business days of each hearing, the Hearing Officer Services is required to provide a notice of the review findings to include the decision of the Hearing Officer Services and an explanation of the reasons for the decision.

Individuals selected must be available to attend all orientation sessions for housing programs administered by HACSB and must familiarize themselves with basic program rules and regulations per HACSB Administrative Plan for housing programs. Hearing Officer must be available, on site, with advance notice of approximately one (1) week, for a hearing at HACSB's Housing Program Offices located at 672 S. Waterman Avenue, San Bernardino; 424 N. Lemon Avenue, Ontario; 1200 N Campus Ave, Upland; or 15465 Seneca Road, Victorville. Grievance hearings are conducted during normal business hours Monday through Thursday. For HACSB offices located outside of the city of San Bernardino, the hearings will be conducted at the corresponding HACSB office site location in Upland, Ontario or Victorville or other HACSB sites as required

Individuals selected must be familiar and comfortable with conducting informal hearings in a setting that may include tenant or HACSB counsel and may also require the services of an interpreter. Hearings are conducted approximately 1 to 2 days each month at each location. Hearings average approximately 1 hour and may be scheduled back-to-back. Approximately 25 to 30 hearings annually. Review of exhibits, pertinent regulations/policies, and writing of the findings and decision is estimated to take approximately four (4) hours.

Hearing Officer must have the ability to render a concise written decision, within ten (10) business days from the hearing date, with the basic facts of the hearing and the reasons for their finding and conclusions. Hearing Officer Services must digitally record all hearings sessions and provide to HACSB digital recording of all hearings at the end of each month.

SELECTION CRITERIA

Proposals will be evaluated based on the selection factors listed below; the relative weight that each factor will receive in the evaluation is shown below.

Evaluation Criteria:

a. OFFEROR INFORMATION (70 points)

1. Offeror's Statement of Qualifications & attachments: An Offeror may be deemed qualified to perform the services required by this solicitation if, after HACSB review and verification of the representations submitted as the Offeror's response to, and completion of, the Offeror's Statement of Qualifications, HACSB determines that:
 - a) Offeror has demonstrated prior experience as a hearing officer, an arbitrator, or a judge/chair of quasi-judicial hearing provided within the last three (3) years. **(25 points)**
 - b) Offeror has demonstrated knowledge of State of California and landlord-tenant laws and property management laws. **(15 points)**
 - c) Offeror has provided four (4) references with names and telephone numbers from clients who were provided hearing officer services within the last four (4) years. **(15 points)**
 - d) Offeror has demonstrated prior experience in effectively communicating findings and conclusions as the results of a hearing, both orally and in writing. **(15 points)**

HACSB reserves the right to approve or disapprove any changes to the successful Offeror's hearing officer assigned to HACSB, if Offeror is an agency. This ensures that an individual with vital experience and skills is not arbitrarily removed from the Contract by the Offeror. Personnel changes which impact the Contract may result in the cancellation of the Contract.

b. COST/FEE PROPOSAL (25 points)

Offerors must submit the Cost/Fee Proposal form provided in this solicitation. Failure to provide cost information on the form provided may result in rejection of Offeror's proposal as non-responsive. Cost/Fees submitted must be a flat fixed rate for the entire hearing, irrespective of time to complete. Costs/Fees must include all miscellaneous charges applicable in performing indirect costs, such as copying, telephone, supplies, etc.

c. OWNERSHIP (5 points)

Certification of MBW/WBE ownership.

1) Proposal Format

Response to this RFP must be in the form of a proposal package, which must be submitted in the following format:

1. Presentation

All hard copies of proposal must be submitted on 8 ½ x 11 paper. Each page, including attachments, must be clearly and consecutively numbered.

One (1) original, (1) one copy, and one digital copy in the form of a CD or flash drive to the contact person noted in section II, A.

The envelope must be **SEALED** and include the following notation on the bottom left hand corner of the proposal. "Request for Proposal PC1035 Hearing Officer Services Enclosed". Please also include company/individual name on the outside of the envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time may not be accepted. Two or more companies may also be selected for an interview.

Hand carried proposals may be delivered to the RFP Contact identified in Section I between the hours of 8:00 AM and 4:00 PM, Monday through Friday, excluding office closure days and holidays observed by HACSB. Proposers are responsible for informing any commercial delivery service, if used, of all delivery requirements, and for ensuring that the address information appears on the outer wrapper or envelope used by such service.

VIII. INFORMATION REQUESTED OF PROPOSERS

a. Organizational and Personnel Background

Provide an overview of your company, emphasizing its qualifications and major organizational strengths.

b. Experience

Discuss your experience, in serving as a provider of Hearing Officer Services.

c. Miscellaneous Discussion Questions

1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB. Please include their level of expertise in the services and certifications held by staff.
2. Provide an estimate of time that will be required to begin Hearing Officer Services.

d. Price

Provide your cost as listed in the Bid Proposal form for the rendering of the services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal.

e. 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.

IX. COMPANY QUALIFICATIONS

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Hearing Officer Services. Proposals must include information on competency in performing comparable Hearing Officer Services, demonstration of acceptable financial resources, and personnel staffing. The vendor shall furnish detailed information on references, as well as background and experience with projects of a similar type and scope to include as a minimum:

- a. Brief history of the company
- b. 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. Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on past experience with similar projects. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:
 - The number of years the Offeror has provided these services; *and*
 - The number of clients and geographic locations that the Offeror currently
 - Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.

- Provide the name and resume of the Offeror's Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor's perspective.

X. 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.

Submission Requirements

Forms included within this Request for Proposal must be included with proposal, in addition to any and all included documents for review and consideration. Failure to submit mandatory forms will result in rejection of the proposal. The required documents are as follows:

1. Exhibit A – Contact Information Form
2. Exhibit B – Proposal Form
3. Exhibit C – Reference Form
4. Exhibit D – Certification Regarding Debarment or Suspension
5. HUD Form 5369C

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.

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 II – Paragraph 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: Any protest against a solicitation issued by HACSB 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 Procurement and Contracts Supervisor 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 RFP must be received by the Procurement and Contracts Supervisor 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.

XI. 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**: \$1,000,000; 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.

XII. 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 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.

EXHIBIT A - Contact Information Form

To: Angie Lardapide, Procurement and Contracts Supervisor
(909) 332-6340 (909) 915-1831 Fax, or
Email: procurement@hacsb.com

This form is to acknowledge that we are in receipt of RFP #PC1035 for Hearing Officer 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 B - PROPOSAL FORM

Vendor Name: _____

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

Item	Services	Yr. 1 2018-19	Yr. 2 2019-20	Yr. 3 2020-21
1	Hearing Official Services-per hearing (all locations)			
2	No-show fee (per hearing)			
3				
4				
	<u>Other Charges-please list</u>			
5				
6				
7				
8				

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.

2. 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)

(Contractors State License Number)

(Telephone Number)

EXHIBIT C – REFERENCES FORM
CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC1035– HEARING OFFICER SERVICES

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

.....
Company _____
Address _____
City, ST, Zip _____
Fax/Phone/Email _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone/Email _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone/Email _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone/Email _____
Contact Name/Title _____
Type of Engagement _____

Company _____
Address _____
City, ST, Zip _____
Fax/Phone/Email _____
Contact Name/Title _____
Type of Engagement _____

Bidder's Company Name _____
Legal Structure (corp./partner/proprietor) _____
Principle Office Address _____
City, ST, Zip _____
Phone Number & Fax Numbers _____
Email _____
Federal Employer Identification Number _____
Title of Person Authorized to Sign _____
Print Name of Person Authorized to Sign _____
Date Signed and Authorized Signature _____

EXHIBIT D - CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

In compliance with contracts and grants agreements applicable under the U.S. Federal Awards Program, the following certification is required by all Proposers submitting a response to this RFP:

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.
2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
3. The Proposer shall provide immediate written notice to the HACSB Procurement and Contracts Supervisor if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.
4. This certification is a material representation of fact upon which reliance will be placed when making the award. If it is later determined that the Proposer rendered an erroneous certification, in addition to other remedies available to the HACSB government, the HACSB Procurement and Contracts Supervisor may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that it has no record of recent unsatisfactory performance with HACSB, during the past twenty-four (24) months at a minimum.

Printed Name of Representative: _____

Title: _____

Signature: _____

Date: _____

EXHIBIT E – STATE OF CALIFORNIA LABOR CODE



State of California LABOR CODE Section 1771.1

(a) A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

(b) Notice of the requirement described in subdivision (a) shall be included in all bid invitations and public works contracts, and a bid shall not be accepted nor any contract or subcontract entered into without proof of the contractor or subcontractor's current registration to perform public work pursuant to Section 1725.5.

(c) An inadvertent error in listing a subcontractor who is not registered pursuant to Section 1725.5 in a bid proposal shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive, provided that any of the following apply:

(1) The subcontractor is registered prior to the bid opening.

(2) Within 24 hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in subparagraph (E) of paragraph (2) of subdivision (a) of Section 1725.5.

(3) The subcontractor is replaced by another registered subcontractor pursuant to Section 4107 of the Public Contract Code.

(d) Failure by a subcontractor to be registered to perform public work as required by subdivision (a) shall be grounds under Section 4107 of the Public Contract Code for the contractor, with the consent of the awarding authority, to substitute a subcontractor who is registered to perform public work pursuant to Section 1725.5 in place of the unregistered subcontractor.

(e) The department shall maintain on its Internet Web site a list of contractors who are currently registered to perform public work pursuant to Section 1725.5.

(f) A contract entered into with any contractor or subcontractor in violation of subdivision (a) shall be subject to cancellation, provided that a contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, contractor, or any subcontractor to comply with the requirements of Section 1725.5 or this section.

(g) This section shall apply to any bid proposal submitted on or after March 1, 2015, and any contract for public work entered into on or after April 1, 2015.

(Added by Stats. 2014, Ch. 28, Sec. 63. (SB 854) Effective June 20, 2014.)

EXHIBIT F – HUD Form 5369 B

Document on Following Page

EXHIBIT G – HUD Form 5369 C

Document on Following Page