



Housing Authority of the
County of San Bernardino
Building Opportunities Together

REQUEST FOR PROPOSAL – PC1368

PROPERTY MANAGEMENT SERVICES

Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408
February 2024

I. INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the most progressive housing authorities in the Country and also the largest provider of affordable housing in San Bernardino County. HACSB proudly more than 30,000 people, most of whom are seniors, individuals with disabilities, veterans, 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 taxpayer 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 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 steppingstone 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 Housing Authority of the County of San Bernardino (HACSB) is seeking a qualified property management agent for the fee management of the HACSB's housing portfolio.

The Housing Authority of the County of San Bernardino (HACSB) was organized in 1941, under the U.S. Housing Act of 1937. HACSB has a governing Board of Commissioners, which are appointed by the County's Board of Supervisors. The seven commissioners serve this public agency and act as its Board of Commissioners. These individuals give generously of their time in an effort to provide decent and affordable housing to low-income families and seniors within the County of San Bernardino. An Executive Director appointed by the Board is responsible for managing the daily operations of the agency and overseeing a staff of approximately 130 employees. Annual budget for the Authority is approximately \$100 million.

The majority of our work is to provide rental assistance to low-income families either by housing families in the 2,204 units HACSB owns and manages or by providing subsidized

housing assistance to a landlord for renting their housing unit to 10,798 assisted families. We provide housing assistance based on the number of rental assistance vouchers and other affordable housing units for which we are authorized and funded through the U.S. Department of Housing and Urban Development (HUD).

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

Proposals and questions will not be accepted by e-mail or facsimile. All proposals must be completed and uploaded into the PlanetBids website or by paper response. Instructions listed in Section VII. Proposal Submission.

III. Contract Term

The Contract period will be for a two (2) year period beginning approximately June 1, 2024 through May 31, 2026, with three single-year options to extend the contract until no later than May 31, 2029, 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 three (3) additional years, on a single or multiple year basis, at the fee in the original proposal. The optional years shall be exercised by written amendment executed by each party with Board of Commissioners approval on behalf of HACB for additional funding on option years if needed.

IV. Proposal Timeline

Release of RFP	February 15, 2024
Question Due	February 22, 2024 @ 2pm
Answers to Questions	February 29, 2024
Proposals Due	March 18, 2024 @ 2PM
Evaluation Process	March 2024
Presentations	March 2024 (if applicable)
Award of Contract	May 2024

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 via PlanetBids or before time and date and directed to the RFP Contact listed in Section II, Paragraph A – Contact Information. 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. Questions

Proposers may submit questions regarding this RFP via PlanetBids to the RFP Contact listed in Section II, Paragraph A – Contact Information by the date stated in Section IV – Proposed Timeline. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP and posted on PlanetBids.

D. 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.

E. 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.

F. 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.

G. 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.

H. Right of Rejection

Offers must comply with all 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 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 counteroffer 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 affect 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.

I. 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.

J. 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 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.

K. 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.

L. Debarment and Suspension

Proposer certifies (using Exhibit D) 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.

M. 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.

N. Final Authority to Award

The final authority to award contracts as a result of this RFP may require approval by The Housing Authority's Board of Commissioners based on award amount.

O. Payment for Services

Payments for any and all invoices or other obligations are satisfied electronically through the Automated Clearing House (ACH) system. The Contractor will be required to authorize the HACSB to initiate payment electronically to any bank account maintained by the contractor wherever located. Contractor shall promptly comply with directions and accurately complete forms provided by HACSB required to process ACH payments.

VI. SCOPE OF WORK

The 1,512 units requiring full-service professional property management services are located throughout the County of San Bernardino. These units are on 45 different sites and range in size from 1 unit to 168 units (Exhibit I). Each community varies in program monitoring requirements such as Section 8 Housing Choice Voucher (HCV), HOME Program, Rental Housing Construction Program (RHCP), and Section 8 Project Based.

Proposals will be accepted and awarded for the entire portfolio. Proposers may submit proposals for the entire portfolio **only**. It is the intent of the HACSB to award one contract.

I. HACSB Expectations and Priorities

HACSB has established priorities and baseline expectations for the management agent. The selected provider and staff will influence and impact the communities and lives of many people locally. The quality of site employee that the property management firm attracts and retains represents the largest determining factor in the success of the properties. Additionally, operational costs have a major impact on the success of the property. Therefore, HACSB is seeking to improve efficiencies and employ cost containment strategies throughout the portfolio.

When preparing the RFP response, please give consideration to HACSB's expectations and priorities as they apply to the best quality of management and service to our customers.

- Exceptional customer service to the residents is essential.
- HACSB is a public agency and agency is accountable to governing boards. We strive to employ the best practices in the real estate industry, serving the needs of the clients, while at the same time controlling costs without sacrificing quality.
- HACSB holds its assets over a long period and seeks to achieve long-term relationships with property management firms.
- Each property operates as an individual entity, and therefore must generate sufficient income to support all cash requirements within that property. Achievement of budgeted returns to HACSB is the expectation.
- Whether tax credit, HOME, bond-financed, or via another other regulatory agreement all properties must consistently and continuously be in compliance with program and lender requirements. These requirements must be understood and enforced by the property management firm and its agents..
- Strong marketing, leasing programs, and tenant retention programs are critical.

Property Managers/Supervision

HACSB expects that the property management agent employs Property Managers with a strong background in managing affordable housing. A minimum of five years of experience is desired.

- HACSB will work with Property Managers. The Property Managers must have a clear understanding of the objectives and obligations at each property and communicate with site employees to share this information. HACSB expects the Property Manager to make frequent site visits and communicate often with sites and HACSB.
- HACSB expects that employee screening, selection, and training will be systematic and thorough. Formal training in the programmatic details of the properties must be provided to new employees promptly. Site employees who fail have a long-lasting adverse impact on the overall performance of the property.

Financial/Accounting

- The property management agent must have the software capability to deliver accrual-based accounting reports by property that comply with typical audit standards and report to HACSB on a standardized chart of accounts. The management agent shall have proper internal controls for account reconciliation, security, and electronic backup. HACSB uses Yardi systems for its financial management.
- Each property will be audited on a routine basis. Proper preparation and assistance with audits, both internal and external, and prompt interaction with the auditing firm is required.
- Initial budgets, by property, must be prepared by the property management agent with supplemental written assumption and documentation. Budgets will be reviewed and approved by HACSB. Site staff must be fully informed of the budget, as HACSB regards the budget as a functioning document to inform spending decisions at the site level and to evaluate success of the property.
- The property management agent must work with HACSB's finance department to ensure the most efficient system of reporting.

Maintenance and Capital Needs

- The property management agent must use a maintenance request and routine maintenance tracking program, offer emergency maintenance services, and establish preventive maintenance procedures. The property management agent will also participate in capital needs planning for every asset.
- To the extent possible, the property management agent will assist in making recommendations regarding the selection of materials that will improve the longevity of every asset.

- The property management agent will use qualified and trained maintenance staff with adequate oversight for quality control.
- The property management agent will use licensed and qualified vendors for any capital needs or work that need to be contracted out.

Procedures

- Property management agent must have demonstrated expertise in program compliance and stay up to date on current compliance requirements.
- Property management agent must have demonstrated expertise in affordable housing programs such as HOME, Housing Choice Voucher (HCV), Project-Based Section 8, Rental Housing Construction Program (RHCP), and bond/tax credit financed properties.
- Property management agent must have comprehensive compliance procedures including but not limited to fair housing training, thorough tenant screening, and documented reasonable accommodation processes.

II. Scope of Services

As a result, of this solicitation, the successful respondent will enter into a management agreement with the HACSB to provide property management services at the specified sites.

Services to be provided include but are not limited to: preparation of a management plan and annual budget, apartment leasing, rent collection, lease enforcement, all maintenance responsibilities, hiring and firing staff, associated staff training, annual income review, unit and building inspections, capital improvements and repairs, purchasing supplies and services, financial reporting, resident relations, and ensuring the communities are safe and secure.

Required monthly reporting of operational status by region, which will consist of changes in staff, maintenance activity, quantity of service calls, quantity of service orders completed as well as detailed explanation regarding outstanding service order issues and occupancy of each site, which provides a total number of vacancies and detailed information for any vacancies exceeding thirty (30) days.

Waiting list status report consisting of number of new applicants, number of denied, and total for each waiting list by applicable site.

Monthly report of vacancy rate, vacancy turns days, vacancy costs and narrative report identifying any issues/concerns or positive circumstances for all sites.

PROPERTY MANAGER'S RESPONSIBILITIES

The Property Manager will be required to provide full service professional property management services necessary to maintain and preserve the 1,512 units and properties located at 45 scattered sites (Exhibit I). The Property Manager will be responsible for regularly assessing the conditions of the buildings and its systems; developing and implementing building operations, preventive maintenance, and establishing capital plans necessary to maintain, preserve, and keep the premises in good repair and condition.

The services of Property Manager are to be of a scope and quality generally performed by professional property managers and performed in a reasonable, diligent, and responsible manner. Services shall be provided in accordance with the highest standards of professionalism, skill, workmanship, and applicable trade practices and shall conform to all applicable codes and regulations.

The Property Manager responsibilities shall include but not necessarily be limited to the following:

1. Maintaining continuous communication with assigned HACSB staff on all property related issues including conducting meetings and providing required written reports monthly, or such other schedule as may be determined.
2. Assessing the conditions of the buildings and their systems and reviewing all existing warranties, manufacturer's instructions, and other contracts within the first thirty (30) days of the contract. The Property Manager shall then formulate a preventive maintenance schedule in accordance with manufacturer's recommendations.
3. Developing and implementing a comprehensive operation plan and manual including preventative maintenance plans and a five-year capital plan per an agreed timeline approved by HACSB.
4. Reviewing the existing building-related condition and making recommendations to HACSB on critical building component failures that require immediate attention.
5. Developing Annual Operating and Preventative Maintenance Budgets per an agreed timeline for submission to and approval by HACSB.
6. Hiring, or causing to be hired, paid, and supervised, all persons necessary to properly maintain and operate the buildings who, in each instance, shall be the Property Management Agent's (not HACSB's) employee.
7. Maintaining the properties in such condition as required by this RFP and as otherwise may be deemed advisable by HACSB including preventative maintenance on the building and equipment, painting, interior and exterior cleaning, and causing routine repairs and incidental alterations of the building to be made, including, but not limited to, electrical, plumbing, carpentry, masonry, elevator and any other routine repairs and incidental alterations as may be required in the course of ordinary maintenance and care of the building. Where specifications or standards are not included herein, maintenance shall be in accordance with manufacturer's recommendations and standards.
8. Ensuring that maintenance and repairs are performed by trained technicians and whose normal hours of operation are minimally 8:00 AM to 5:00 PM Monday through Friday.
9. Soliciting, bidding, and entering into contracts for any necessary for HVAC, equipment maintenance, janitorial, window cleaning, trash removal, landscaping, lawn care and tree

maintenance, extermination services, fire alarm testing, inspection and monitoring and other services as shall be advisable.

10. Ensuring that any equipment to be replaced shall be new and shall be manufactured by a reputable manufacturer. All substitutes for the original manufacturer's equipment related to the upgrading of equipment shall be Energy Star® compliant, if available. The Property Manager shall submit any proposed purchases to HACSB for its review and approval.

11. Ensuring that any new equipment be guaranteed for a minimum of one (1) year from the date of replacement and replaced at no cost to HACSB if found defective during that time. The Property Manager shall obtain cost estimates for extended warranties on new installations and consult with HACSB regarding the purchase of such contracts.

12. Providing emergency services as needed on a twenty- four (24) hour, seven (7) days a week basis. The Property Manager agrees to provide an emergency telephone service on a twenty-four (24) hour, seven (7) days a week basis. From the time of the call by HACSB tenants or staff, the Property Manager has a maximum of one (1) hour to respond to the emergency.

13. Establishing, subject to HACSB's approval, a segregated bank account (hereinafter referred to as the "Operating Expense Account") with a California state bank, subject to HACSB's approval, for the purposes of maintaining funds available for property management, general maintenance, payment of supplies, equipment, and services associated with maintaining and repairing the sites.

14. Maintaining a log of all hours of work completed by all employees and subcontractors. Reviewing all bills received for services, work, and supplies ordered in connection with maintaining and operating the sites and cause such bills to be paid from funds deposited in an Operating Expense Account.

15. Providing monthly financial reports to HACSB and, when necessary, developing plans to address any possible funding shortfalls.

16. Establishing and maintaining orderly books, records and files containing correspondence, receipted bills, contracts and vouchers and all other documents and papers pertaining to the properties and the operation and maintenance thereof, which HACSB may review at any time.

17. In accordance with the California State Toxic Substance Program (Right-to-Know Law) and the United States Occupational Safety and Health Administration's Hazard Communication Standard, the State has established and implemented a Right-to-Know/Hazard Communication Program. The Property Manager shall provide information and training to advise employees of the Property Manager and HACSB of potentially hazardous substances known to be in the workplace. Part of this information is a collection of Material Safety Data Sheets for all chemicals used by contract vendors. Before any chemical product is used on or in the building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by HACSB before the chemical is applied.

18. Providing written monthly reports to HACSB within ten (10) working days of the end of each month including a precise description of services provided to the buildings, including all systems and equipment, number of employees/subcontractors involved, and the costs incurred.

19. Providing the building management services including, but not limited to:

- a) Lighting systems
- b) Pest management
- c) Electrical switchgear and electrical systems

- d) Landscaping, tree maintenance, and maintaining walkways
- e) Daily responsiveness to problems identified by HACSB tenants or staff
- f) Trash removal
- g) Fire Alarm and fire suppression systems
- h) Custodial cleaning
- i) Plumbing
- j) Maintain grounds and parking lot
- k) HVAC
- l) Window Cleaning
- m) Security
- n) Painting

20. Providing property management responsibilities including, but not limited to:

- a) Monthly site inspections and provide verification of such inspection.
- b) Solicit written bid proposals from at least three (3) qualified suppliers or service providers on each requirement having an expected value greater than \$3,000.
- c) Provide five (5) year Capital Repair and Improvement Plan.
- d) Provide adequate staff to maintain and perform routine inspections and required maintenance.
- e) Maintain all site/equipment manuals.
- f) Provide timely monthly operating report with invoice.
- g) Review work order, maintenance tracking and scheduling systems.
- h) Provide Operational and Preventative Maintenance Plans.

21. With the prior written consent of HACSB, negotiating and reviewing contracts to be entered into by the Property Manager for capital repairs and improvements to the properties and supervising all work to be performed under such contracts and authorizing payment for all work performed under such contracts.

22. The Property Manager will be responsible for the completion of a variety of administrative and reporting requirements as part of its Management Fee including:

- a) Upon award of the contract and prior to the start of any work, the Property Manager shall be available for an initial job meeting with HACSB. This meeting shall include a review of all facility use rules and an introduction to the organization and appropriate staff.
- b) Unless otherwise determined, there shall be meetings at least monthly for the following purposes:
 - i. Review building management progress and quality of work.
 - ii. Identify and resolve problems.
 - iii. Coordinate the efforts of all concerned so that these services are rendered efficiently and effectively.

- iv. Maintain a sound working relationship between the Property Manager and HACSB.
- v. Maintain a mutual understanding of the contract.
- vi. Maintain sound working procedures.

23. Perform such other building management tasks for HACSB properties as may be mutually agreed upon.

24. Maintaining financial records and submitting financial reports as required by the Authority, including but not limited to:

- a) Approving and disbursing expenses for ordinary operating needs as approved in the annual budget.
- b) Increasing net operating income and enhancing the value of the property by maximizing income and controlling expenses.
- c) Implementing an aggressive rent collection program.
- d) Preparing, analyzing, and/or approving annual operating budget(s), and cash flow reports.
- e) Performing present value analysis on leases.
- f) Analyzing or preparing program operating statements (including financial) and, when appropriate, recommending changes or taking action.
- g) Analyzing actual versus planned expenditures and establishing a program for correcting unfavorable variances.
- h) Provide assistance by reviewing and evaluating ad valorem tax assessments and recommending possible appeals to reduce or correct assessments.
- i) Analyzing the cost of major equipment purchases and recommending possible alternatives to purchasing.
- j) Provide financial calculations and reports as required by the Authority. (e.g. monthly trial balance in electronic format).

25. Provide Risk Management services to include but not limited to:

- a) Authorizing or recommending levels of insurance coverage for properties.
- b) Maintaining adequate levels of insurance.
- c) Composing and/or implementing a risk management program.
- d) Investigating claims relating to accidents, vandalism or property damage, and recommending action and/or submitting claims for payment to insurance carrier.

26. Provide Marketing Services to include but not limited to:

- a) Preparing and implementing *Management, Marketing and Tenant Selection Plans*. (Note: *Plans* are prepared according to Authority approved outlines, which will be provided to the successful proposer.)

- b) Handling marketing, promotion, and leasing programs based on a local market analyses.
- c) Advertising vacancies through selected media and contacts.
- d) Development and implementation of resident retention programs.

27. Provide administrative/leasing services to include but not limited to:

- a) Providing or arranging for the provision of required services to the tenants.
- b) Maintaining community goodwill.
- c) Computerizing of all property data and providing computerized reports as required by the Authority.
- d) Investigating and responding to inquiries from the public sector concerning the property and/or preparing reports required for compliance with current or future laws and public policies.
- e) Developing or recommending changes to standard legal form documents (i.e. leases, rules and regulations, contract forms, etc.)
- f) Completing certifications of tenant eligibility, subsidy documents, etc., as required by the Authority and other governmental agencies.
- g) Negotiating, executing, and administering leases to ensure compliance with all policies. Handling day-to-day operations of a property including supervising staff, administering contracts, and conducting unit and property-wide inspections.
- h) Hiring, instructing, and maintaining personnel to staff the property, and purchasing supplies as needed for proper operation.
- i) Performing energy audits and recommending and implementing conservation programs.
- j) Providing purchasing and work order systems, authorizing and paying bills, and maintaining computerized records for quick reference.
- k) Performing other duties as deemed necessary by the Authority.

MANAGEMENT FEE COMPUTATION

The Management fee for service will be equal to a percentage of gross collected rents. The default start is 5% of gross collected rents. The management fee is **decreased** on an incremental basis (if applicable) based on scores on performance indicators.

- Minimum management fee is 3.5%
- Maximum management fee is 5%

The criterion for the fee consists of financial and operational benchmarks as follows:

Contracted Property Management

Fee for service calculation

Category	Full Fee (5%)
Component 1 (Finance)	
1. A/R Aging (days)	< = 10
2. Revenue compared to budget	> = Budgeted
3. Total Expenses (Negative variance from budget)	< = Budgeted
Total Weighted Score for Component 1	
Component 2 (Operations)	
1. Occupancy	>= 93%
2. Vacancy Turn Time Including Lease-Up (Days)	<= 15
3. Work Order Service Time - Emergency (Days)	<= 1
4. Work Order Service Time - Routine (Days)	1-5
Total Weighted Score for Component 2	

The total of scores for components 1 and 2 will be combined to determine the percentage of management fee compensation provided each month. Please refer to Exhibit J for specific detail and computation.

MINIMUM NUMBER OF UNITS PER PROPOSER BID SUBMISSION

Proposer must provide a bid on the whole portfolio. Bids to manage less than the entire portfolio listed in Exhibit H **will not** be considered.

INFORMATION TO BE PROVIDED

To be considered responsive to this RFP and to facilitate evaluations, submittals should address and be organized in the order of the outline given below and include the following information. Please refer to the section of this RFP on "Submission Requirements" for information on Required Number of Copies.

Each proposal must have a Cover Letter briefly summarizing the firm's qualifications and past experience relevant to the scope. A principal or officer of the firm authorized to execute contracts or other similar documents on the firm's behalf must sign the letter.

Proposal Preparation

Your proposal should be well organized and concisely respond to all the criteria listed below. Please include a title on each page of your proposal and number pages, to ensure proper identification.

Format

All requested proposal items requested on this RFP document must be uploaded to the Public Purchase website with the exception of the sample portfolio which must be mailed or hand delivered. Pricing will be entered directly on the website as well. Any and all other additional pricing and or support documentation must be uploaded as well for review. Please make sure to include the following:

- Identification of the company or individual(s) including name, address, telephone number, fax number, and email address (contact form p.19)
- Name, title, address and telephone number of contact person during the period of the evaluation process
- All requirements per the scope of work

a. RFP Evaluation 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. The answers to the written questions and answers to the questions posed at the interview will be used to determine the number of points each respondent receives for each factor.

SELECTION CRITERIA

Experience of the firm (45 points): Including size of portfolio, number of years managing, amount, and length of experience working with affordable housing and specialized compliance areas, familiarity with area properties, and references regarding past performance. 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. (Questions 1, 5, and 7)

2. Firm Capacity (40 points): Training experience and longevity of staff; training programs; quality of operating policies and personnel procedures, financial stability, financial reporting, and accounting capabilities and cost management abilities. Questions 2, 3, and 4)

3. Furtherance of HACSB's mission (10 points): Demonstrated ability and examples of how Proposer will work with the target resident populations, work in partnership with area service providers, and meet HACSB's target business development goals. (Question 6)

4. Section 3 (5 points): Describe your firm if qualified as a Section 3 Business concern based on the information on the program contained on pgs. 19-21. (Question 2)

5. Cost (0): Property Management firm will be compensated based on the performance-based factors as listed in the scope of work.

HACSB desires to contract with one prime consultant to provide the services above.

Evaluation Process

HACSB will appoint an Evaluation Committee to evaluate proposals received. The Committee shall apply the evaluation criteria in selection factors and score based on the allotted points.

HACSB, at its sole discretion, may interview 1 or more firms that it believes best meet the evaluation criteria. At the interview, the proposer will be asked to clarify specific aspects of its proposal and answer any questions on the proposal content. Following interviews, the Committee will re-score the interviewed firm's proposals based on both the written RFP response and the interview.

Firms successfully meeting the evaluation criteria and with satisfactory scores will be considered qualified.

Right to Negotiate Final Fees

HACSB shall retain the right to negotiate the amount of fees that are paid to the successful proposer, meaning the fees proposed by the top-rated proposer may, at HACSB's option, be the basis for the beginning of negotiations.

Such negotiations shall begin after the evaluation panel has chosen a top-rated proposer. If such negotiations are not, in the opinion of the ED successfully concluded within five (5) business days, HACSB shall retain the right to end such negotiations and begin negotiations with the next top-rated proposer.

HACSB shall also retain the right to negotiate with and make an award to more than one proposer, as long as such negotiation(s) and/or award(s) are addressed in the above manner

(i.e. top-rated by geographic area first, then next-rated following until a successful negotiation is reached).

Contract Service Standards

All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws, and regulations.

EVALUATION QUESTIONS

Answer the Following:

1. Management Specialty

a) Describe your firm's level of experience with Low Income Housing Tax Credits, Home, Section 8 (HCV), and tax-exempt bond financed properties.

2. Personnel and Ownership

a) Discuss your firm's approach to recruiting, hiring, training, and developing and retaining skilled staff.

b) Discuss your firm's policies and procedures regarding equal opportunity in employment, contracting, purchasing, etc.

c) Provide an outline of the job qualifications and experience of key employees in your organization.

d) Provide an organizational chart that illustrates how these positions fit into your organization.

e) Provide an organizational chart of employees will be charged as direct expense to the property.

f) Provide Audited Financial Statements and/or Credit Report for the past 3 years.

g) Provide documentation of license and insurance.

3. Operation Policies

Attach one copy of site-level procedural manuals.

Discuss your firm's approach to the following:

a) Discuss in detail the following: maintenance, resident services, resident relations, marketing, strategic planning, and management review. Give examples of innovative programs that you have successfully implemented at other facilities.

b) Program compliance, LIHTC, HOME, Section 8, and tax-exempt bond.

c) Routine maintenance and preventive maintenance.

d) Public relations and crisis management.

e) Based on your experience, provide suggestions and comments regarding project operations that you believe essential to successful operations.

f) Management fee your firm will charge as agent for the property and a detailed breakdown of how it is calculated. Indicate all services that the management fee will cover. Indicate what services and personnel if any will be charged as direct expense to the property.

4. Financial/Accounting – Discuss your experience with or ability to provide:

a) Accrual Accounting – Do you generate accrual accounting statements and what software is used?

b) Chart of Accounts – Discuss your ability to generate accounting statements in HACSB's chart of accounts.

c) Electronic Posting – Do you have the ability to deliver accounting statements and reports electronically?

d) Budgeting Procedures – How do you implement budget control for a specific site? What steps have you taken to maximize efficiencies and contain costs?

e) Provide a sample monthly statement packet.

5. Portfolio Experience

Provide a list of properties currently under management and identify the following for each property:

a) Name of property, address, and approximately year built

b) Number of Units

c) Type of Property

d) Financing Program Used

e) Number of years managing

6. Furtherance of HACSB's Mission

a) Provide an example of your firm's successful management of a property catering to a challenging resident population. Describe the challenging population and the techniques used to make the property successful.

b) Describe the types of population your Property Manager has served and the techniques used to successfully manage the properties.

c) Describe how you would meet HACSB's target business development goals described above.

7. Citations / Sanctions / Reprimands

Please disclose all citations, sanctions, reprimands, criminal convictions or criminal investigations that your firm has received in the past five years from any governing body. Include any Fair Housing, real estate regulation or tax credit compliance violation of a material nature. Please disclose any litigation; pending, on-going, or completed; between your Property Manager and any current or former property managed by you.

8. List of References

Please provide a minimum of five references from owners of properties your Property Manager manages or used to manage. You may also provide references from related service providers or agency personnel. Please provide the Property Manager name, address, and a contact person along with his or her telephone number and email address if possible. Include a brief description of proposer's business relationship with the reference.

1) Proposal Format

Response to this RFP must be submitted via the PlanetBids website. Click on the link to access the bid documents and details: [PlanetBids](#)

VII. 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 Property Management 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 Property Management Services

d. Price

Provide your cost as listed in the Bid Proposal (Exhibit B) 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.

VIII. COMPANY QUALIFICATIONS

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Property Management Services. Proposals must include information on competency in performing comparable Property Management 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 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 provides services for.
 - 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.

IX. 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. Exhibit E – State of California Labor Code
6. Exhibit F - HUD Form 5369B
7. Exhibit G – HUD Form 5369C
8. Exhibit H – Property Locations
9. Exhibit I – Contracted Property Management Fee Matrix – Monthly Calculation
10. Exhibit J – Contracted Property Management Fee Matrix – Eligible Management Fee
11. Exhibit K – Section 3

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: Contractors may protest a solicitation issued by HACSB. It must be received by the Procurement and Contracts Supervisor before the bid or proposal submittal deadline, or it will not be considered.

Award RFP: Any protest against the award of a contract based on an RFP must be received by the Procurement and Contracts Supervisor 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 regarding the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

X. 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: \$2,000,000 per occurrence and \$3,000,000 aggregate;
HACSB Additional Insured.

- Commercial General Liability:** limits of coverage for bodily injury and property damage liability of not less than \$2,000,000 per occurrence and not less than \$3,000,000 general aggregate; *HACSB named Additional Insured* on an attached endorsement.
- Comprehensive Automobile Liability:** \$1,000,000; combined single limit bodily and property damage liability per occurrence and aggregate; *HACSB named 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:** \$1,000,000
- Self-Insurance Program**
- Environmental Liability**
- Owner's Liability**
- Fire Insurance with Extended Coverage**
- Crime/Fidelity Insurance:** \$250,000 Sufficient to cover all agents and employees employed by Property Manager;
- Excess/Umbrella Liability:** \$5,000,000; *HACSB named 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 Executive Director 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.

XI. 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 terms of service. 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.

Electronic Signatures

The parties of an agreement resulting from the award of this RFP shall be entitled to sign and transmit an electronic signature (whether by facsimile, PDF or other email transmission).

EXHIBIT A - Contact Information Form

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

This document is to acknowledge that we are in receipt of RFP #PC1368 for Property Management 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

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
CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC1368 PROPERTY MANAGEMENT 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

Instructions to Offerors Non-Construction

U.S. Department of Housing
and Urban Development
Office of Public and Indian Housing



- 03291 -

1. Preparation of Offers

(a) Offerors are expected to examine the statement of work, the proposed contract terms and conditions, and all instructions. Failure to do so will be at the offeror's risk.

(b) Each offeror shall furnish the information required by the solicitation. The offeror shall sign the offer and print or type its name on the cover sheet and each continuation sheet on which it makes an entry. Erasures or other changes must be initialed by the person signing the offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the HA.

(c) Offers for services other than those specified will not be considered.

2. Submission of Offers

(a) Offers and modifications thereof shall be submitted in sealed envelopes or packages (1) addressed to the office specified in the solicitation, and (2) showing the time specified for receipt, the solicitation number, and the name and address of the offeror.

(b) Telegraphic offers will not be considered unless authorized by the solicitation; however, offers may be modified by written or telegraphic notice.

(c) Facsimile offers, modifications or withdrawals will not be considered unless authorized by the solicitation.

3. Amendments to Solicitations

(a) If this solicitation is amended, then all terms and conditions which are not modified remain unchanged.

(b) Offerors shall acknowledge receipt of any amendments to this solicitation by

- (1) signing and returning the amendment;
- (2) identifying the amendment number and date in the space provided for this purpose on the form for submitting an offer,
- (3) letter or telegram, or
- (4) facsimile, if facsimile offers are authorized in the solicitation. The HA/HUD must receive the acknowledgment by the time specified for receipt of offers.

4. Explanation to Prospective Offerors

Any prospective offeror desiring an explanation or interpretation of the solicitation, statement of work, etc., must request it in writing soon enough to allow a reply to reach all prospective offerors before the submission of their offers. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective offeror concerning a solicitation will be furnished promptly to all other prospective offerors as an amendment of the solicitation, if that information is necessary in submitting offers or if the lack of it would be prejudicial to any other prospective offerors.

5. Responsibility of Prospective Contractor

(a) The HA shall award a contract only to a responsible prospective contractor who is able to perform successfully under the terms and conditions of the proposed contract. To be determined responsible, a prospective contractor must -

- (1) Have adequate financial resources to perform the contract, or the ability to obtain them;

- (2) Have a satisfactory performance record;
- (3) Have a satisfactory record of integrity and business ethics;
- (4) Have a satisfactory record of compliance with public policy (e.g., Equal Employment Opportunity); and
- (5) Not have been suspended, debarred, or otherwise determined to be ineligible for award of contracts by the Department of Housing and Urban Development or any other agency of the U.S. Government. Current lists of ineligible contractors are available for inspection at the HA/HUD.

(b) Before an offer is considered for award, the offeror may be requested by the HA to submit a statement or other documentation regarding any of the foregoing requirements. Failure by the offeror to provide such additional information may render the offeror ineligible for award.

6. Late Submissions, Modifications, and Withdrawal of Offers

(a) Any offer received at the place designated in the solicitation after the exact time specified for receipt will not be considered unless it is received before award is made and it -

- (1) Was sent by registered or certified mail not later than the fifth calendar day before the date specified for receipt of offers (e.g., an offer submitted in response to a solicitation requiring receipt of offers by the 20th of the month must have been mailed by the 15th);
- (2) Was sent by mail, or if authorized by the solicitation, was sent by telegram or via facsimile, and it is determined by the HA/ HUD that the late receipt was due solely to mishandling by the HA/ HUD after receipt at the HA;
- (3) Was sent by U.S. Postal Service Express Mail Next Day Service - Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals. The term "working days" excludes weekends and U.S. Federal holidays; or
- (4) Is the only offer received.

(b) Any modification of an offer, except a modification resulting from the HA's request for "best and final" offer (if this solicitation is a request for proposals), is subject to the same conditions as in subparagraphs (a)(1), (2), and (3) of this provision.

(c) A modification resulting from the HA's request for "best and final" offer received after the time and date specified in the request will not be considered unless received before award and the late receipt is due solely to mishandling by the HA after receipt at the HA.

(d) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent either by registered or certified mail is the U.S. or Canadian Postal Service postmark both on the envelope or wrapper and on the original receipt from the U.S. or Canadian Postal Service. Both postmarks must show a legible date or the offer, modification, or withdrawal shall be processed as if mailed late. "Postmark" means a printed, stamped, or otherwise placed impression (exclusive of a postage meter machine impression) that is readily identifiable without further action as having been supplied and affixed by employees of the U.S. or Canadian Postal Service on the date of mailing. Therefore, offerors should request the postal clerk to place a hand cancellation bull's-eye postmark on both the receipt and the envelope or wrapper.

(e) The only acceptable evidence to establish the time of receipt at the HA is the time/date stamp of HA on the offer wrapper or other documentary evidence of receipt maintained by the HA.

(f) The only acceptable evidence to establish the date of mailing of a late offer, modification, or withdrawal sent by Express Mail Next Day Service-Post Office to Addressee is the date entered by the post office receiving clerk on the "Express Mail Next Day Service-Post Office to Addressee" label and the postmark on both the envelope or wrapper and on the original receipt from the U.S. Postal Service. "Postmark" has the same meaning as defined in paragraph (c) of this provision, excluding postmarks of the Canadian Postal Service. Therefore, offerors should request the postal clerk to place a legible hand cancellation bull's eye postmark on both the receipt and the envelope or wrapper.

(g) Notwithstanding paragraph (a) of this provision, a late modification of an otherwise successful offer that makes its terms more favorable to the HA will be considered at any time it is received and may be accepted.

(h) If this solicitation is a request for proposals, proposals may be withdrawn by written notice, or if authorized by this solicitation, by telegram (including mailgram) or facsimile machine transmission received at any time before award. Proposals may be withdrawn in person by a offeror or its authorized representative if the identity of the person requesting withdrawal is established and the person signs a receipt for the offer before award. If this solicitation is an invitation for bids, bids may be withdrawn at any time prior to bid opening.

7. Contract Award

(a) The HA will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the HA, cost or price and other factors, specified elsewhere in this solicitation, considered.

(b) The HA may

- (1) reject any or all offers if such action is in the HA's interest,
- (2) accept other than the lowest offer,
- (3) waive informalities and minor irregularities in offers received, and (4) award more than one contract for all or part of the requirements stated.

(c) If this solicitation is a request for proposals, the HA may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the offeror's best terms from a cost or price and technical standpoint.

(d) A written award or acceptance of offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer shall result in a binding contract without further action by either party. If this solicitation is a request for proposals, before the offer's specified expiration time, the HA may accept an offer, whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award. Negotiations conducted after receipt of an offer do not constitute a rejection or counteroffer by the HA.

(e) Neither financial data submitted with an offer, nor representations concerning facilities or financing, will form a part of the resulting contract.

8. Service of Protest

Any protest against the award of a contract pursuant to this solicitation shall be served on the HA by obtaining written and dated acknowledgment of receipt from the HA at the address shown on the cover of this solicitation. The determination of the HA with regard to such protest or to proceed to award notwithstanding such protest shall be final unless appealed by the protestor.

9. Offer Submission

Offers shall be submitted as follows and shall be enclosed in a sealed envelope and addressed to the office specified in the solicitation. The proposal shall show **the hour and date specified in the solicitation for receipt, the solicitation number, and the name and address of the offeror, on the face of the envelope.**

It is very important that the offer be properly identified on the face of the envelope as set forth above in order to insure that the date and time of receipt is stamped on the face of the offer envelope. Receiving procedures are: date and time stamp those envelopes identified as proposals and deliver them immediately to the appropriate contracting official, and only date stamp those envelopes which do not contain identification of the contents and deliver them to the appropriate procuring activity only through the routine mail delivery procedure.

[Describe bid or proposal preparation instructions here:]

EXHIBIT G – HUD Form 5369 C

Document on Following Page

Certifications and Representations of Offerors Non-Construction Contract

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offerors to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) has, has not employed or retained any person or company to solicit or obtain this contract; and
- (2) has, has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) is, is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) is, is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) is, is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

(a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:

- (i) Award of the contract may result in an unfair competitive advantage;
- (ii) The Contractor's objectivity in performing the contract work may be impaired; or
- (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.

(b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.

(c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.

(d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:

EXHIBIT H – PROPERTY LOCATIONS

Property Directory

Property=.ha

Property Name	Address	Unit Count
Wall Avenue LLC	1368-1376 Wall Ave, San Bernardino, CA 92410	8
Summit Place	1130 West 4th Street, Ontario, CA 91762	75
Summit Walk	1206 West 4th Street, Ontario, CA 91762	78
Sunset Pointe	501 E Virginia Way, Barstow, CA 92311	144
Sunrise Vista	755 E Virginia Way, Barstow, CA 92311	156
Andalusia	13520 Third Ave, Victorville, CA 92395	168
Merrill	224 W Merrill Avenue, Rialto, CA 92376	24
Redwood Terrace	8181 Redwood Avenue, Fontana, CA 92335	68
Arrowhead Woods	1650 16th Street, San Bernardino, CA 92411	51
Yucca	1358 E Yucca Dr, #A-N, San Bernardino, CA 92304	14
Grandview Towers	707 Grandview Road, #100-314, Crestline, CA 92325	40
Desert View	57535 Hwy, 127, #1A-6D, Baker, CA 92309	24
A Ave	11960 A St, #1-4, Hesperia, CA 92345	4
Mesa Gardens	8956 G St, #1-29, Hesperia, CA 92345	29
Sequoia	17426, 17472, 17486 Sequoia Ave, Hesperia, CA 92345	35
Muni	16260 Muni Rd, #1-7, Apple Valley, CA 92307	7
Sunnyside Townhomes	15188 Sequoia Avenue, Hesperia, CA 92345	30
Frankish (Charlemagne)	200 S. Euclid Ave, Ontario, CA 91760	21
Stone Creek	25221 Van Leuven St, #101-211, Loma Linda, CA 92354	20
Van Leuven 14	25241 & 25247 Van Leuven St, Loma Linda, CA 92354	14
Van Leuven 8	25201 Van Leuven St, #1-8, Loma Linda, CA 92354	8
9th Street	458, 460, 462 N. 9th St, Colton, CA 92324	3
Lombard	1027 Lombard Dr, #A-D, Redlands, CA 92374	4
Stillman	1324 Stillman Ave, #101-109, Redlands, CA 92374	9
Brockton	725 Brockton Ave, #1-8, Redlands, CA 92374	8
Crafton	1258 Crafton Ave, #A-E, Montone, CA 92359	5
Bahia	1127 Bahia Ct, #A-C, Ontario, CA 91762	3
Third Street	13629-13647 Third Street, Yucaipa, CA 92399	19
Sunset Gardens	12296 4th Street, #1-39, Yucaipa, CA 92399	39
Hampton Court	508 The Terrace Ave, #1-24, Redlands, CA 92374	24
Golden Apartments	2312, 2324, 2336 N Golden Ave, San Bernardino, CA 92404	39
Hillcrest Court Apts.	15430 Culebra Rd, #1-69, Victorville, CA 92394	67
Desert Haven	16959 Stoddard Wells Rd, Victorville, CA 92392	32
Waterman Gardens Scattered Sites - Lugo	1425 N Lugo #1-8, San Bernardino, CA 92404	8
Waterman Gardens Scattered Sites - Lynwood	1470 E Lynwood Dr, #A-O, San Bernardino, CA 92404	15
Waterman Gardens Scattered Sites - King St	155-227 E King St, San Bernardino, CA 92410	2
Waterman Gardens Scattered Sites - 2nd St	205-211 E 2nd St, San Bernardino, CA 92410	4
Waterman Gardens Scattered Sites - 4th St	217-227 4th St, San Bernardino, CA 92410	6
Waterman Gardens Scattered Sites - Genevieve	3964-3970 Genevieve St, San Bernardino, CA 92405	8
Waterman Gardens Scattered Sites - E St	4181 N E St, San Bernardino, CA 92407	24
Waterman Gardens Scattered Sites - Evans	753 W Evans St, #1-25, San Bernardino, CA 92405	24
Waterman Gardens Scattered Sites - Berkeley	754-776 N Berkeley St, San Bernardino, CA 92410	6
Valencia Grove	121 E Lugonia Ave, Redlands, CA 92374	85
Northport	14243 Rodeo Dr, Victorville, CA 92395	60

1,512

**EXHIBIT I – CONTRACTED PROPERTY MANAGEMENT FEE MATRIX – MONTHLY
CALCULATION**

Contracted Property Management

Fee for service calculation

Category	Full Score	-10%	-15%	-20%	-25%	-30%	-35%	-40%	-45%	-50%	-55%	-100%	Score	Weight	Weighted Score
Component 1 (Finance)															
1. A/R Aging (days)	<= 10	11-30	n/a	n/a	n/a	n/a	n/a	n/a	n/a	31-60	n/a	> 60		0.3	0
2. Revenue compared to budget	>=Budgeted	-1 - 5%	-6 - 10%	-11 - 15%	n/a	n/a	n/a	-16 - 20%	n/a	-21 - 25%	n/a	> 25%		0.3	0
3. Total Expenses (Negative variance from budget)	<= Budgeted	-1 - 5%	-6 - 10%	-11 - 15%	n/a	n/a	n/a	-16 - 20%	n/a	-21 - 25%	n/a	> 25%		0.3	0
Total Weighted Score for Component 1													Component Weight	0.4	0
Component 2 (Operations)															
1. Occupancy	>= 93%	90%	n/a	89%	n/a	88%	n/a	87%	n/a	86%	n/a	< 85%		0.4	0
2. Vacancy Turn Time Including Lease-Up (Days)	<= 15	16-20	21-25	26-30	31-35	36-40	41-45	46-50	51-55	56-65	66-75	> 75		0.2	0
3. Work Order Service Time - Emergency (Days)	<= 1	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	n/a	> 1		0.2	0
4. Work Order Service Time - Routine (Days)	1-5	6-9	n/a	n/a	10 - 15	n/a	n/a	n/a	n/a	16-20	n/a	> 20		0.2	0
Total Weighted Score for Component 2													Component Weight	0.6	0

SCORE

Fee Earned (%) see next tab

**EXHIBIT J – CONTRACTED PROPERTY MANAGEMENT FEE MATRIX – ELIGIBLE
MANAGEMENT FEE**

Management Fee Earned

Overall Score	Fee Percentage
95-100	5.0%
92-94	4.9%
89-91	4.8%
86-88	4.7%
83-85	4.6%
80-82	4.5%
77-79	4.4%
74-76	4.3%
71-73	4.2%
68-70	4.1%
65-67	4.0%
62-64	3.9%
59-61	3.8%
56-58	3.7%
53-55	3.6%
50-52	3.5%

EXHIBIT K – SECTION 3

THE HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO
715 EAST BRIER DRIVE, SAN BERNARDINO 92408-2841
Phone 909-890-0644 Fax 909-890-2349

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3
PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPBILITY**

MANDATORY—Proposer must submit the “Certification” form as to whether they “satisfy” or “do not satisfy” the Section 3 requirements. All bids received with the “Certification” form will be considered.

OPTIONAL—To be considered for the Section 3 Preference, you must also complete the “Documentation” section and provide the backup as required.

Section 3 Business Concern means a business where:

1. 51 percent or more is owned by Section 3 residents; or
2. 30 percent of the permanent full-time employees are currently Section 3 residents or were Section 3 residents when first hired (if within the past three years); or
3. The business commits in writing to subcontract over 25 percent of the total dollar amount of all subcontracts to be let to businesses that meet the requirements of paragraphs 1 and 2 of this definitions;

AND

The Business was formed in accordance with State law and is licensed under State, County, Municipal law to engage in the business activity for which it was formed.

Section 3 Compliance Requirements

- A. The Section 3 regulations provide that recipients, its contractors, and any subcontractors demonstrate compliance by employing Section 3 residents as 30% of the aggregate number of new hires.
- B. A vendor is required to hire only when a new hire is needed to perform the work. In the event that no new hires are needed, vendors must document that no new hires were made during the term of the contract.
- C. The Section 3 Regulations, at 24 CFR Part 135, require that in public housing programs, compliance efforts shall be directed to provide training and employment opportunities to residents.
- D. In situations where a new hire is needed, a vendor will not be required to hire persons who are not qualified. If a new hire is needed and a Section 3 resident is identified, that Section 3 resident will be required to submit evidence of Section 3 status to the recipient, contractor or subcontractor.

Bid/Proposal Compliance (Construction Projects)

As part of each bid or proposal submitted, the respondent must document their workforce by position. Such information will be re-verified at the commencement of the contract. The HACSB will periodically audit this information. Failure to comply shall result in the delay of payment.

Bid/Proposal Evaluation

Vendors who fail to complete the certification stating if they “satisfy” or “do not satisfy” the Section 3 requirements will be deemed non-responsive. This means that in the proposal or bid documents submitted to the HACSB, the Contractor's Certification must be completed and signed.

If requesting an exemption—include the applicable attachments and supporting documentation to support claims of compliance by hiring, contracting, or other economic opportunities.

After written notice from the HACSB specifying the defects in the Section 3 information, vendors will be given no more than 5 business days to complete the form and provide all required documents. Failure to respond within the 5 days will result in HACSB declaring the bidder or respondent non-responsive. The contract or bid will then be awarded to the next lowest bidder or to the respondent with the next highest score.

Section 3 Program Evaluation Preference

This IFB contains a preference for Section 3 business concerns in the award of Section 3 covered contracts as follows:

- (i) Bids shall be solicited from all businesses (Section 3 business concerns, and non-Section 3 business concerns). An award shall be made to the qualified Section 3 business concern with the highest priority ranking and with the lowest responsive bid if that bid-
 - (A) is within the maximum total contract price established in the contracting party's budget for the specific project for which bids are being taken, and
 - (B) is no more than "X" higher than the total bid price of the lowest responsive bid from any responsible bidder. "X" is determined as follows:

X = lesser of:

When the lowest responsive bid is:

Less than \$100,000.....	10% of that bid or \$9,000
At least \$100,000, but less than \$200,000.....	9% of that bid, or \$16, 000
At least \$200,000 but less than \$300,000.....	8% of that bid, or \$21,000
At least \$300,000 but less than \$400,000.....	7% of that bid, or \$24,000
At least \$400,000 but less than \$500,000.....	6% of that bid, or \$25,000
At least \$500,000 but less than \$1 million.....	5% of that bid, or \$40,000
At least \$1 million but less than \$2 million.....	4% of that bid, or \$60,000
At least \$2 million but less than \$4 million.....	3% of that bid, or \$80,000
At least \$4 million but less than \$7 million.....	2% of that bid, or \$105,000
\$7 million or more.....	1 1/2 % of the lowest responsive bid, with no dollar limit.

- (ii) If no responsive bid by a Section 3 business concern meets the requirements, the contract shall be awarded to a responsible bidder with the lowest responsive bid.

HUD Compliance and Monitoring

HUD monitors the performance of recipients and contractors. HUD examines employment and contract records for evidence of actions taken to train and employ Section 3 residents and to award contracts to Section 3 businesses. HUD provides technical assistance to recipients and contractors in order to obtain compliance with Section 3 requirements.

There is a complaint process. Section 3 residents and business concerns may file complaints if they think a violation of Section 3 requirements has occurred where a HUD-funded project is planned or underway. Complaints will be investigated; if appropriate, voluntary resolutions will be sought. There are appeal rights to the Secretary. Section 3 residents and businesses may also seek judicial relief.

A Section 3 businesses or resident complaint about a violation of Section 3 requirements shall be made in writing to the local HUD FHEO Office or to:

The Assistant Secretary for Fair Housing and Equal Opportunity
U.S. Department of Housing and Urban Development 451 Seventh Street, SW, Room
5100
Washington, DC 20410-2000
1-800-669-9777
1-800-927-9276 (TTY)
www.hud.gov www.espanol.hud.gov

A written complaint should contain:

- A. Name and address of the person filing the complaint;
- B. Name and address of subject of complaint (HUD recipient or contractor);
- C. Description of acts or omissions in alleged violation of Section 3; and
- D. Statement of corrective actions sought.

**CERTIFICATION FOR BUSINESS CONCERNS SEEKING
SECTION 3 PREFERENCE**

THIS PAGE MUST BE COMPLETED AND SUBMITTED WITH YOUR BID

Name of Business	
Address of Business	

- Type of Business: Corporation Partnership
 Sole Proprietorship Joint Venture

I, (print name and title) _____

Hereby certify that the business entity known as (print business name)

(Please check one)
satisfies does not satisfy

One or more of the Section 3 Business Concerns as defined above.

If you check "does not satisfy" your proposal will not be deemed non-responsive.

OPTIONAL- to claim the Section 3 Preference-you must complete the "Documentation" section below and include any attachments

Authorizing Name and Signature

(Corporate Seal)

Attested by: _____

OPTIONAL (to claim the Section 3 Preference)

Documentation--

Attached is the following documentation as evidence of Section 3 status:

For Business claiming status as a Section 3 resident-owned enterprise:

- | | |
|--|---|
| <input type="checkbox"/> Copy of resident lease | <input type="checkbox"/> Copy of receipt of public assistance |
| <input type="checkbox"/> Copy of evidence of participation
in a public assistance program | <input type="checkbox"/> Other evidence |

For business entity as applicable:

- | | |
|---|---|
| <input type="checkbox"/> Copy of Articles of Incorporation | <input type="checkbox"/> Certificate of Good Standing |
| <input type="checkbox"/> Assumed Business Name Certificate | <input type="checkbox"/> Partnership Agreement |
| <input type="checkbox"/> List of owners/stockholders and
% ownership of each | <input type="checkbox"/> Corporation Annual Report |
| <input type="checkbox"/> Organization chart with names and titles
and brief function statement | <input type="checkbox"/> Latest Board minutes appointing officers |
| | <input type="checkbox"/> Additional documentation |

For business claiming Section 3 status by subcontracting 25 percent of the dollar awarded to qualified Section 3 business:

- List of subcontracted Section 3 business(es) and subcontract amount

For business claiming Section 3 status, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

- | | |
|--|--|
| <input type="checkbox"/> List of all current full-time employees | <input type="checkbox"/> List of employees claiming Section 3 status |
| <input type="checkbox"/> PHA/IHA Residential lease less than 3
years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3
years from date of employment |

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- Current financial statement
- Statement of ability to comply with public policy
- List of owned equipment
- List of all contracts for the past two years

Name of Business

Address of Business

(Corporate Seal)

Authorizing Name and Signature

Attested by: _____