



Housing Authority of the  
County of San Bernardino  
Building Opportunities Together

# **REQUEST FOR PROPOSAL – PC1432**

## **UTILITY BILLING SERVICES - REBID**

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

## **I. INTRODUCTION**

Our core work is to administer rental assistance programs to prevent homelessness among low-income households. As the largest provider of affordable housing in San Bernardino County, the Housing Authority of the County of San Bernardino (HACSB) proudly assists more than 27,000 people, most of whom are seniors, individuals with disabilities, veterans, and children. Since 1941, we have helped low-income families attain safe and stable housing through a variety of rental assistance programs funded by the U.S. Department of Housing and Urban Development (HUD). More than 11,000 families are served through voucher programs, which enable customers to lease housing in the private rental market, or through affordable housing communities owned by HACSB. Our largest program, the Housing Choice Voucher program, is America's largest homelessness prevention program. The affordable rental housing programs we administer provide a critical safety net for households in San Bernardino County.

Achieving safe and stable housing is only one step on the path toward self-sufficiency. To support our customers' needs beyond housing, HACSB has built and leveraged community partnerships that provide supportive services and opportunities. These partners provide a variety of services such as family/individual case management and counseling, career training and job placement, homeownership assistance, educational scholarships, and more. These services create a meaningful difference in the lives of families we serve.

In 2008, Congress designated HACSB as a Moving to Work (MTW) public housing agency. MTW is a national demonstration program for housing authorities created by Congress in 1996. Contrary to its name, the Moving to Work demonstration is not a work requirement program. Instead, the intent of the MTW demonstration is to provide policy and regulatory flexibility to housing agencies to design and test affordable housing strategies and related policies. This designation allows HACSB to waive some HUD requirements to target the statutory objectives of the MTW Demonstration: help clients achieve economic independence, ensure freedom of housing choice, and save taxpayer dollars through efficient work.

The demand for affordable housing continues to increase, and the limited affordable housing supply is not enough to house the thousands of families in need. Over the years we have expanded our housing stock to help meet the county's growing needs through acquisition, development, and redevelopment/expansion of our properties.

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

## **II. PURPOSE**

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

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 is 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. The 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 \$250 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 HACSB is:

Alicia Schneider, Procurement Officer  
715 E. Brier Drive  
San Bernardino, CA 92408-2841  
(909) 332-6344  
(909) 915-1831 - FAX  
[procurement@hacsb.com](mailto: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 three (3) year period beginning approximately July 1, 2025 through June 31, 2028 with two single or multiple year options to extend the contract until no later than June 31, 2030, or until such time as terminated per the term of the agreement. The option term will be executed with a contract amendment, if mutually agreed by both parties.

**IV. PROPOSAL TIMELINE**

|                      |                         |
|----------------------|-------------------------|
| Release of RFP       | May 21, 2025            |
| Questions Due        | June 4, 2025 @ 2PM PST  |
| Answers to Questions | June 11, 2025           |
| Proposals Due        | June 18, 2025 @ 2PM PST |
| Evaluation Process   | June 2025               |
| Presentations        | If applicable           |
| Award of Contract    | July 2025               |

All questions shall be submitted via PlanetBids. Proposals will not be accepted by e-mail or facsimile. All proposals must be submitted with signatures through [www.Planetbids.com](http://www.Planetbids.com)

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

**V. PROPOSAL CONDITIONS**

**A. Authorized Signatures**

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

**B. Term of Offer**

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

**C. Required Review**

Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of proposals upon which award could not be made. Protests based on any omission or error, in the content of this RFP, may be disallowed if not brought to the written attention of the RFP Contact in Section II, Paragraph A – Contact Information, at least five days before the Deadline for Proposals.

#### **D. Questions**

Questions should be submitted via PlanetBids, however, proposers may submit written questions regarding this RFP by mail or e-mail to the RFP Contact listed in Section II, Paragraph A – Contact Information by the date stated in Section IV – Proposed Timeline. All questions submitted will be answered and posted on PlanetBids.

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

Proposers may not qualify the proposal nor restrict the rights of HACSB. If Proposer does so, the proposal may be determined to be a non-responsive 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 Deputy Executive Director 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 or not disclosure is proper under federal, state or local law. The HACSB will exercise care in applying this confidentiality standard but will not be held liable for any damage or injury, which may result from any disclosure that may occur.

#### **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 rests solely with HACSB Board of Commissioners or based on the award amount, by the Executive Director.

### **VI. SCOPE OF WORK**

- A.** Provide utility billing and collection services for utility services for water, sewer, trash and utilities for vacant units. Contractor will pay these utility bills to the utility provider on behalf of the Housing Authority and will collect the portion that the tenant pays. Bills will be sent directly to Contractor by the utility provider.

- B.** Provide detailed monthly usage reporting to the Housing Authority based on individual properties and units.
- C.** Usage readings from invoices to be reported in HCF or CCF format. Submetering readings are not required.
- D.** There will be several different water providers with different cycle dates and usage format reporting. Contractor will convert usage to HCF or CCF and be able to accommodate the different cycles from different water providers.
- E.** Provide 24/7 access to usage and billing reports to the Housing Authority via a website. This website will include posted daily reads of each meter and provide a searchable historic database with user defined fields.
- F.** Manage and reconcile vacant unit and common area billings to include gas, water, trash, sewer, and electricity.
- G.** Contractor will provide monthly detailed reports for vacant units and the Housing Authority will then bill the residents for any services not transferred into their names. Late fees for these services will not apply to these bills.
- H.** Offer a rate audit or tariff analysis component.
- I.** Management of data on the Energy Star Portfolio Manager System for properties that require annual reporting.
- J.** All fees for services to be stated clearly, including any set up and one-time fees if applicable.

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

**Sites Included:**

|                              |                |                |
|------------------------------|----------------|----------------|
| 715 E. Brier Drive           | San Bernardino | Central Office |
| 672 South Waterman Ave       | San Bernardino | HPO SB         |
| 15465 Seneca Road            | Victorville    | HPO VV         |
| 12385 6 <sup>th</sup> St.    | Yucaipa        | 45             |
| 12435 6 <sup>th</sup> St.    | Yucaipa        | 51             |
| 1738 W 9 <sup>th</sup> St.   | San Bernardino | 296            |
| 1297 Turrill St.             | San Bernardino | 2              |
| 630 North J. St.             | San Bernardino | 2              |
| 1077 W. 11 <sup>th</sup> St. | San Bernardino | 2              |
| 740 7 <sup>th</sup> St.      | San Bernardino | 6              |
| 755 8 <sup>th</sup> St.      | San Bernardino | 6              |
| 1317 Davidson St.            | San Bernardino | 6              |
| 2165 W. Mill St.             | San Bernardino | 10             |
| 803 W. Brockton Ave          | Redlands       | 75             |
| 26022 E. 9 <sup>th</sup> St. | Highland       | 12             |
| 13088 Monte Vista Ave.       | Chino          | 50             |
| 1226 N Campus Ave            | Upland         | 1              |
| 1200 N. Campus Ave           | Upland         | 98             |
| 539 East B St.               | Colton         | 40             |
| 772 Pine St.                 | Colton         | 85             |
| 921 Big Horn Dr.             | Barstow        | 71             |
| 932 Lassen Ct                | Barstow        | 1              |
| 710 E. Williams St.          | Barstow        | 40             |
| 1050 Deseret                 | Barstow        | 15             |
| 1929 Yosemite Ct.            | Barstow        | 18             |
| 421 South 7 <sup>th</sup> St | Barstow        | 74             |
| <b>Total Units</b>           |                | <b>1,006</b>   |

**Additional Future Sites**

The services currently being solicited are for water, electric, gas, sewer, and trash billing. HACSB may, at its sole discretion, consider a future expansion of the program to additional sites. HACSB reserves the right to add, modify or delete locations as needed. The HACSB shall notify Contractor in writing thirty (30) days prior to adding, deleting or modifying any services under the contract.

**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**

| Evaluation Criteria |  | Weighting (Max. Points) |
|---------------------|--|-------------------------|
| 1                   | <u>Firm's Experience:</u><br>Demonstrated experience of the respondent's company, including specific professionals and employees. Included in this listing shall be information demonstrating the respondent's experience in conducting Utility Billing for multi-family rental units on behalf of housing authorities.                                      | 35                      |
| 2                   | <u>Firm's Capacity:</u><br>Training experience and longevity of staff; Approach in methodology with respect to the anticipated scope of services, as evidenced in bidder's proposal, which demonstrates maximum comprehension of and ability to provide such services. The ability, availability, and experience of employees to be assigned to the project. | 35                      |
| 5                   | Cost:<br>Property Management firm will be compensated based on the performance based factors as listed in the scope of work.   | 25                      |
| 6                   | Ownership:<br>Certification of MBW/WBE ownership   | 5                       |
| TOTAL               |  | <b>100</b>              |

**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. PROPOSAL SUBMISSION REQUIREMENTS**

**A. General**

1. All interested and qualified Proposers are invited to submit a proposal for consideration. Submission of a proposal indicates that the Proposer has read and understands the entire RFP, to include all appendixes, attachments, exhibits, schedules, and addendum (as applicable) and all concerns regarding the RFP have been satisfied.

2. Proposals must be received by the designated date and time. Late or incomplete proposals will not be accepted.
3. Proposals must be completed in all respects as required in this section. A proposal may not be considered if it is conditional or incomplete.
4. All proposals must be submitted electronically through [www.planetbids.com](http://www.planetbids.com)

## **VIII. INFORMATION REQUESTED OF PROPOSERS**

### **A. Organizational and Personnel Background**

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

### **B. Experience**

Discuss your experience in serving as a provider of Utility Billing Services.

### **C. Miscellaneous Discussion Questions**

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.

Provide an estimate of the time that will be required to begin Utility Billing Services.

### **D. Price**

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

### **E. Affirmative Action**

The HACSB requires that each respondent be an Equal Opportunity Employer:

State that the respondent complies fully with all government regulations regarding nondiscriminatory employment practices.

## **IX. COMPANY QUALIFICATIONS**

Proposals shall be considered from responsible organizations or individuals engaged in the performance of Utility Billing Services. Proposals must include information on competency in performing comparable Utility Billing 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. Use Attachment A.
- C.** Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on past experience with similar projects. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:
  - The number of years the Offeror has provided these services; *and*

- The number of clients and geographic locations that the Offeror currently works with.
- Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract.

***Bidder must include copies of the company's licenses (Contractor's License and Business License), if applicable.***

***Bidder must include proof of registration with the Department of Industrial Relations (DIR), including PWCR number assigned by the DIR, if applicable.***

## **X. RFP REQUIREMENTS AND CONDITIONS**

### **Minimum Requirements**

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

### **Submission Requirements – Attached separately in PlanetBids**

Forms included within this Request for Proposal must be included with proposal, in addition to HUD form 5369-B and 5369-C. Failure to submit mandatory forms may 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 F – HUD Form 5369B
6. Exhibit G – HUD Form 5369C
7. Exhibit H – Section 3 Certification

### **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 with regard to the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

## **XI. INSURANCE REQUIREMENTS**

### **A. Proof of Insurance**

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

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

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.

### **B. Indemnification and Insurance Requirements**

**1. Indemnification**

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

**2. Additional Named Insured**

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

**3. Waiver of Subrogation Rights**

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

**4. Policies Primary and Non-Contributory**

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

**5. Proof of Coverage**

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

**6. Insurance Review**

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

amendment to this Agreement. Contractor agrees to execute any such amendment within thirty (30) days of receipt.

**XII. CONTRACT CONDITIONS**

**Americans with Disabilities Act**

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

### **Law of the State of California**

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

### **Contract Terms and Final Selection**

The selected company will be expected to sign the HACSB's Contract Agreement, which will specify the term of service, likely to be annually. If the selected applicant and the HACSB cannot come to terms with respect to the contract, the HACSB reserves the right to select the next most qualified applicant or to terminate this RFP and to re-issue a new RFP if no Proposer is acceptable to the HACSB.

### **Section 3 Provisions**

The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968 and its amendment by the Housing and Community Development Act of 1992, implemented by HUD at 24 CFR Part 135. The purpose of Section 3 is to ensure that, to the greatest extent feasible, employment, training, and business opportunities created by HUD financial assistance be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing. A contractor recommended for award must comply with Section 3 requirements.

### **Federal Lobbyist Requirements**

A Bidder is prohibited by the Department of Interior and Related Agencies Appropriations Act, known as the Byrd Amendments, and HUD's 24 CFR Part 87, from using federally appropriated funds for the purpose of influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of a Federal grant, loan or cooperative Agreement, and any extension, continuation, renewal, amendment or modification of said documents. Failure on the part of the Bidder or persons/sub-contractors acting on behalf of the Bidder to fully comply with the Federal Lobbyist Requirements may be subject to civil penalties.

**EXHIBIT A**  
**Contact Information Form**  
To: Alicia Schneider, Procurement  
(909) 332-6344, or  
Email: [procurement@hacsb.com](mailto:procurement@hacsb.com)

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 PlanetBids website
- 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**

Proposal: Utility Billing Services PC1432

Vendor Name: \_\_\_\_\_

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

| Billing Services:   | 2025-26 | 2026-27 | 2027-28 | 2028-29 | 2029-30 |
|---|---------|---------|---------|---------|---------|
| Move In Fee   |         |         |         |         |         |
| Move Out Fee  |         |         |         |         |         |
| Meter Maintenance Fee   |         |         |         |         |         |
| Billing (for residents receiving a bill due to usage over the established baseline) |         |         |         |         |         |
| Late Fee  |         |         |         |         |         |
| Vacant Recovery Fee   |         |         |         |         |         |
| NSF Fee   |         |         |         |         |         |

The proposer may submit proposal by location (service area) and/or the entire proposal. Proposals will be accepted and may be awarded by geographic area. Successful Contractor(s) awarded for a service area will be required to provide their services to all locations within the geographic service area.

- 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 ninety (90) 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 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 - CURRENT CLIENT REFERENCES (required)**

*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 Director of Procurement and Contracts 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 Director of Procurement and Contracts may terminate the contract resulting from this solicitation for default.
5. Proposer affirms that is 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

## 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 counter offer 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:]

Please note that additional conditions, specifications and instructions pertaining to this RFP are contained within the RFP document issued.

**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/offers 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 – Section 3 Certification**

**Document on Following Page**

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](http://www.hud.gov) [www.espanol.hud.gov](http://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. |
|--|

|  |
|--|
| <b>If you check "does not satisfy" your proposal will not be deemed non-responsive.</b>  |
| <b>OPTIONAL- to claim the Section 3 Preference-you must complete the "Documentation" section below and include any attachments</b> |

\_\_\_\_\_  
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<br>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<br>% ownership of each                   | <input type="checkbox"/> Corporation Annual Report                |
| <input type="checkbox"/> Organization chart with names and titles<br>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<br>years from day of employment | <input type="checkbox"/> Other evidence of Section 3 status less than 3<br>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: \_\_\_\_\_