



Housing Authority of the
County of San Bernardino
Building Opportunities Together

REQUEST FOR PROPOSAL – PC1445

ARMED GUARD SERVICES

Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408
OCTOBER 2025

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 leverages 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 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 \$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 the HACSB is:

Alicia Schneider, Procurement Officer
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.

III. Contract Term

The Contract period will be for a two (2) year period beginning approximately March 1, 2026, through February 28, 2028, with three single or multiple year options to extend the contract until no later than February 28, 2031, or until such time as terminated per the terms of the agreement or unless for any reason funds which have been appropriated for the provision of these services are no longer available.

The initial engagement will be for a two (2) year period. In addition, HACSB shall have the option to extend the engagement to up to three (3) additional years, exercised as single or multiple years, 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 HACSB for additional funding on option years if needed.

IV. Proposal Timeline

Release of RFP	October 31 st , 2025
Question Due	November 14 th , 2025 @ 2PM PST
Answers to Questions	November 21 th , 2025
Proposals Due	December 1 st , 2025 @ 2PM PST
Evaluation Process	December 2025
Presentations	If applicable
Award of Contract	February 2026

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

HACSB may insert elective choices such as site visit, oral interviews, presentations, demonstrations, shortlist, 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 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 rests solely with HACSB Board of Commissioners or based on award amount, by the Executive Director.

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

All work is to be performed according to industry standards, according to federal, state, and local legal requirements, and to the satisfaction of HACSB. The Contractor will provide security patrol services with marked patrol vehicles, utilizing armed guards.

The repeated failure of any Contractor to provide satisfactory service shall result in termination of Contractor's contract for nonperformance. The HACSB shall document failure to respond, and the Contractor may not be permitted to participate in future contracts for these services.

These services shall include the following:

Organizations shall provide patrol service with a marked patrol vehicle, armed security officers, and provide amounts of contracted visits. Officers shall provide heavy visibility and patrols (foot patrols are required behind buildings and dark areas where any activity is noticed) of all common areas of Housing Authority properties including inspection of vacant units to ensure they are secure, free of vandalism, maintenance related issues and unauthorized persons in the unit(s).

The coverage for Maplewood Homes is:

Five patrol visits, (including foot patrols) seven nights a week. Also, 24-hour call response seven days a week. All patrol visits shall be on a rotating random basis. Patrols should not be at the same time on any given evening or day of the week. Including inspection of vacant units to ensure they are secure, free of vandalism, maintenance issues, and unauthorized persons in the unit(s).

The coverage for the scattered sites:

Four patrol visits, (including foot patrols) seven nights a week plus sweeps with two or more officers two to three times per week. Also, 24-hour call response seven days a week. All patrol visits shall be on a rotating random basis. Patrols should not be at the same time on any given

evening or day of the week. Including inspecting vacant units to ensure they are secure, free of vandalism, maintenance issues, and unauthorized people in the unit(s).

Services for the complexes shall at a minimum include:

Communication System

Contractor shall provide detailed daily reports of all patrols and activities for each site within 24 hours of patrol noting condition of properties, any actions taken, etc. Also, in the event of illegal activities, lease violations a full report (including correct unit addresses) will be made available to property manager or its designee within 12 hours of event. Photos are also to be included in reports.

Contractor shall have and maintain a staffed central dispatch station on a 24-hour basis. Guards shall be able to always communicate directly with the dispatch station. Community residents and HACSB shall be able to communicate directly with the dispatch station for any emergency situations.

Contractor shall provide a toll free or local telephone contact number. Also, must maintain a database for historical retrieval of information.

Order

Contractor shall provide a plan to combat trespassing, loitering and substance abuse.

Parking Enforcement

Inoperable Vehicles

Contractor shall provide a system to document, photograph, notify vehicle owner/residents, and keep track of problem vehicles and provide and issue citations for inoperable vehicles. Also, will contract with HACSB approved towing service and with approval from HACSB remove previously identified inoperable vehicles or vehicles that are in an unsafe condition and/or parked in red fire lanes according to local codes. Contractor shall provide a list of cited vehicles includes vehicle make and model, date of citation, date it will be towed and the unit address to the community management office the next business day.

Servicing of Notices

Contractor shall provide, on an as-needed basis, the service of notices. Service of notices shall be initiated within a minimum of 24 hours from receipt of request for service and submit copy of proof of service no later than 48 hours from date of service.

Maintenance Requests

Contractor shall, during their patrol, notate in writing any possible maintenance problems within the community to the property manager or its designee the following business day during normal business hours. Items to be included in this are broken windows, burned out lights, burned out security lighting, broken gates, health and safety issues etc. Emergency items should be called in to the On-Call Maintenance Person as needed.

Vacant Apartment Inspections

HACSB will provide a list of vacant apartment/units for inspection to the contractor. The contractor shall conduct a **nightly** inspection of the vacant units. Contractor shall look for instances of vandalism, forced entry, people or other maintenance related issues and provide documentation to the property manager or its designee.

Service Locations

Services are to be provided at the following locations:

Service Sites:

<p>Maplewood Homes</p> <ul style="list-style-type: none"> • 1738 West 9th St., San Bernardino, CA 92411 • 296 units spanning Alturas, W. 9th St, Maple, Union, W. 10th St, Concord, Wilson, Medical Center, Temple St, Ramona, Tia Juana, and Cabrera Ave. <p>Service Site also includes:</p> <ul style="list-style-type: none"> • Management Office (1738 W 9th St) • Community Centers (901 & 906 N Wilson St) • All common area buildings within the Maplewood Community, including: <ul style="list-style-type: none"> ○ Whitney Young building ○ Garage <i>(Both located at 1755 Maple St, San Bernardino, CA)</i> 	<p>Service Site also includes:</p> <ul style="list-style-type: none"> • Head Start Facility (1151 N. Crestview Bldgs. A & B, San Bernardino, CA) • Two vacant buildings (1175, 1181, 1189, and 1195 N. Crestview Ave, San Bernardino, CA) • Central Maintenance Shop (660 E Orange St, San Bernardino, CA)
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Scattered Sites:

740-756 W. 7 th St. (6 units) San Bernardino, CA 92410	755-765 W. 8 th St. (6 units) San Bernardino, CA 92410	26022 E 9 th Street (12 units) San Bernardino, Ca. 92410
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If additional sites are added at a future date or additional services are needed, a separate cost proposal will be obtained for the additional site or service.

EQUAL EMPLOYMENT OPPORTUNITIES

During the performance of this agreement, Contractor/Firm shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, or handicap.

APPROPRIATE LICENSE

Contractor shall be licensed in accordance with provisions of the Business and Professions Code: Private Security Services Act, Article 3 Section 7582. Additionally, all guards must possess the appropriate license as a guard and firearm permit issued by the State of California BSIS and local law enforcement. Contractor's employees are preferably prior law enforcement training and include Peace Officer Standards and Training POST. Contractor shall detail in

their proposal what their recordkeeping procedure is for ensuring that employees are current on all licensing requirements.

All Contractors/Firms will be required to obtain the required business license.

WAGES

Must comply with local California wage compliance laws.

SECURITY PERSONNEL

All security personnel shall meet the requirements established for private security services and firearm permitting by the State of California Bureau of Security and Investigative Services. Contractor shall detail the training, background investigation process for their officers.

VII. 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 Factors:

- A.** Experience of the company (35 points): Including number of years providing on-site Armed Security Guard Services. 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.
- B.** Organizations qualifications (30 points): Training experience and longevity of staff; training programs; quality of operating policies and personnel procedures.
- C.** Cost (30 points):

Cost (fees), weighted, based on lowest price at 25 points

$$Score = \frac{Lowest Bidder's Price}{Bidder's Price} \times 25$$

- D.** Ownership (5 points): Certification of MBW/WBE ownership.

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 will 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.

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

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 Armed Guard 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 time that will be required to begin Armed Guard 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 Armed Guard Services. Proposals must include information on competency in performing comparable Armed Guard 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 the 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).

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

A. 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.

B. 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 E – State of California Labor Code
6. Exhibit F – HUD Form 5369B
7. Exhibit G – HUD Form 5369C
8. Exhibit H – Questionnaire
9. Exhibit I – Insurance Requirements

C. 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.

D. 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 the 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.

E. 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).

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. The 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 an 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 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 the 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 Officer
(909) 332-0644 (909) 915-1831 Fax, or
Email: procurement@hacsb.com

This document is to acknowledge that we are in receipt of RFP #PC1445 for Armed Guard Services and have noted our intention to bid.

Vendor Name: _____

Address: _____

Contact/Title: _____

Phone: _____

Fax: _____

Email: _____

Please update my information as listed above.

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: _____

HOW YOU FOUND OUT ABOUT BID. Indicate *any* of the following.

Agency website

PlanetBids website

Received notice by e-mail

Newspaper Ad; please list paper: _____

Trade Publication; please list: _____

Plan Room; please list: _____

Other; Explain: _____

EXHIBIT B - Proposal Form

Vendor Name: _____

Service Sites:

Location:	Address:	Monthly Rate 2026-27	Monthly Rate 2027-28	Monthly Rate Option Yr. 1 2028-29	Monthly Rate Option Yr. 2 2029-30	Monthly Rate Option Yr. 3 2030-31
Maplewood Homes:						
296 Units	1738 West 9 th St. San Bernardino	\$	\$	\$	\$	\$
Management Office	1738 West 9 th St. San Bernardino	\$	\$	\$	\$	\$
Maplewood Community:						
Community Centers	901 & 906 N Wilson St, San Bernardino	\$	\$	\$	\$	\$
Whitney Young building & Garage	1755 Maple St, San Bernardino	\$	\$	\$	\$	\$
Waterman Gardens:						
Head Start Facility	1151 N. Crestview Bldgs. A & B, San Bernardino	\$	\$	\$	\$	\$
Two vacant buildings	1175, 1181, 1189, and 1195 N. Crestview Ave, San Bernardino	\$	\$	\$	\$	\$
Central Maintenance Shop	660 E Orange St, San Bernardino	\$	\$	\$	\$	\$

Scattered Sites:

Address:	Units:	Monthly Rate 2026-27	Monthly Rate 2027-28	Monthly Rate Option Yr. 1 2028-29	Monthly Rate Option Yr. 2 2029-30	Monthly Rate Option Yr. 3 2030-31
740-756 W. 7 th St., San Bernardino	6 Units	\$	\$	\$	\$	\$
755-765 W. 8 th St., San Bernardino	6 Units	\$	\$	\$	\$	\$
26022 E 9 th Street, San Bernardino	12 Units	\$	\$	\$	\$	\$

1. 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.

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 - CURRENT CLIENT REFERENCE FORM (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	_____

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 - Certificate 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

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)

- Black Americans Asian Pacific Americans
- Hispanic Americans Asian Indian Americans
- Native Americans 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 – Questionnaire, Armed Guard Services

BUSINESS PRACTICES

1. Company Name: _____
2. How long has company been in business? _____
3. How many employees does the company have? _____
4. Business Type:
Sole Proprietor _____ General Partnership _____ Corporation _____
5. Owned By: _____
Owner, Partners, Principal Agent
6. Who is the Licensed Qualified Manager? _____
7. What is the background and experience of the owners and managers?

8. Private Patrol Operators License Number: _____
9. Are there any past or pending disciplinary proceedings? _____
10. License Expiration Date: _____
11. Verification of license Status: Copy of License _____

Business and Professions Code; Private Security Services Act; Article 3, Section 7582 states: *“No person shall engage in a business regulated by this chapter; act or assume to act as, or represent himself or herself to be, a licensee unless he or she is licensed under this chapter; and no person shall falsely represent that he or she is employed by a licensee.”*

12. Statement by Company Officer regarding employer status:

(e.g.) "I (we) hereby certify that I (we) are the employers of record for all security officers sent to our clients, and as such are responsible for withholding of all federal, state and local, (if any) taxes including social security and disability contributions, payment of employers obligations, and for the deposit of same in accordance with law."

Federal Employers Tax I.D. No. _____

State Employers Tax I.D. No. _____

13. Does the company maintain a business office where records and files are kept? _____
Location: _____
 - a. Are they open and available for inspection? _____
14. Is the company a member of Professional Trade Organizations? (**CALSAGA**, ASIS, etc.) _____
15. Has the company provided a reference list? _____

16. Does the company maintain regular interaction with local law enforcement? Who is the liaison person with local law enforcement? _____

CONTINGENT LIABILITY

17. Insurance Documentation: All Copies on File _____

Worker's Compensation Insurance Certificate:

Policy Number: _____ Expiration Date: _____

Liability Limits: _____

Carrier: _____

Agent: _____ Phone #: _____

General Liability (PI/PD) Insurance Certificate:

Policy Number: _____ Expiration Date: _____

Liability Limits: _____

Carrier: _____

Agent: _____ Phone #: _____

Owned/Non-Owned Automobile Insurance Certificate:

Policy Number: _____ Expiration Date: _____

Liability Limits: _____

Carrier: _____

Agent: _____ Phone #: _____

Are these companies at least "A+" Rated carriers? _____

PERSONNEL AND REGULATORY COMPLIANCE

18. Does the company include its Name, Address and State issued PPO License Number on **ALL** Business Cards, Letter Head, Brochures, Flyers, Fax Forms, Newspaper and Telephone Book advertising? _____

Business and Professions Code; Private Security Services Act; Article 3, Section 7582.20 states: *"Every advertisement by a licensee soliciting or advertising business shall contain his or her name, address and license number as they appear in the records of the bureau. For the purposes of this section, advertisement' includes any business card, stationary, brochure, flyer, circular, newsletter, fax form, printed or published paid advertisement in any media form, or telephone book listing."*

19. Do the company's employees, when in uniform, wear a patch on each sleeve that states the name of the company and reads "private security"? _____

20. Can the company provide proof of State authorization for their patches? _____

Business and Professions Code; Private Security Services Act; Article 3, Section 7582.26 (f) states: *"A private patrol licensee, or officer, director, partner, manager, or employee of a private patrol licensee wearing a distinctive uniform shall wear a patch on*

each shoulder of his or her uniform that reads “private security” and that includes the name of the private patrol company by which the person is employed or for which the person is a representative and a badge or cloth patch on the upper left breast of the uniform. All patches and badges worn on a distinctive uniform shall be of a standard design approved by the director and shall be clearly visible.”

Business and Professions Code; Private Security Services Act; Article 3, Section 7582.27 states: *“Any person referred to in subdivision (i) of Section 7582.26 who uses or wears a baton or exposed firearm as authorized pursuant to this chapter shall wear a patch on each arm that reads ‘private security’ and that includes the name of the company by which the person is employed or for which the person is a representative. The patch shall be clearly visible at all times. The patches of a private patrol operator licensee, or his or her employees or representatives shall be of a standard design approved by the director.”*

21. Do the badges and any cap insignia worn by the company’s employees contain the name of the company and a number by which the employee can be identified? ____
22. Can the company provide proof of State authorization for their badges? ____

Business and Professions Code; Private Security Services Act; Article 3, Section 7582.28 states: *“Any badge or cap insignia worn by a person who is a licensee, officer, director, partner, manager or employee of a licensee, shall be of a design approved by the director, and shall bear on its face a distinctive word indicating the name of the licensee and an employee number by which the person may be identified by the licensee.”*

23. What is the annual turn-over rate? _____

24. Major source of employment candidates:

Ads ____ Academies ____ Military Discharge ____ Referrals ____

25. Screening Methods:

Reference Checks: Phone ____ Mail ____

Release of Information Authorization (copy): Yes ____ No ____

Types of background checks _____

26. Does the company conduct in-person interviews with all candidates in order to assess their professional skills, experience, background, training, mental attitude and suitability for security work? ____

27. Does the company have training criteria? Yes ____ No ____

28. Does the company have an in-house training program? Yes ____ No ____

How many subjects does it encompass? _____ How many hours? _____

29. Personnel Records:

Application ____ W-4 Form ____ INS Form ____ Health Questionnaire ____

Copies: Guard Card ____ Chemical Agents ____ Baton ____ Weapon Permit ____

Evaluations ____ Disciplinary Actions ____ Training Certificates ____

30. Are all guards licensed by the state? ____ Procedure for proof of licensure:

31. Does the company have a tickler system for renewal of licenses? ____

California Law requires that all persons working in the employ of a contract security provider as security officers or street patrol persons be licensed by the state. The law further requires that those individuals carry their license at all times while performing security duties.

32. Does the company provide its employees with photo I.D. badges? ____

33. How does the company communicate with its employees during working hours?

Radios ____ Cellular Phones ____ Call-Ins ____

PAY STRUCTURE

34. Does the company offer benefits in order to attract and retain serious-minded employees? ____

Medical ____ Dental ____ Vacation Pay ____ Credit Union ____ Life ____

Holiday Pay ____ Do they comply with COBRA laws? ____

35. Does the company have a Continuing Education incentive? ____

a. What is it? _____

36. Does the company comply with overtime laws? ____

37. Does the bill rate support the proposed pay rate as well as other items such as uniforms, radios, vehicles and supervision and leave money for general operating expenses and profit? ____

SUPERVISION AND SCHEDULING

38. What is the supervisor to employee ratio? _____

39. How does the company supervise its employees?

40. What kinds of reports are used (attach samples to your proposal)?

41. Are all reports reviewed by management regularly? ____

42. Are there written "Post Orders" for each site to guide the officers in their duties? ____

43. Are the officers oriented to each site? ____

a. How? _____

44. Does the company have an established Quality Assurance Program? _____
45. Does the company have a representative capable of staffing, solving problems and providing service available 24 hours a day, 7 days a week? _____
46. Does the company use an answering machine, , 24-hour dispatch call service, voice mail or do you speak directly with a company employee who can assist you?

47. If an answering service is employed, do they have patch-through capabilities or must they wait for call-ins? _____
48. Are managers and supervisors readily available at all times? _____
49. What mechanism is used to deal with problems and emergencies?

50. What emergency protocol do you have for urgent situations, arrest, medical, fire or other disaster?

51. How much time does the company intend to spend on-site during each patrol stop?

52. How many patrol stops per night are being done by the officer that drives the scheduled route? _____
53. Counting meal and restroom breaks, can these numbers be realistically met (does the timeline work)? _____
54. What mechanism is used to ensure that all patrol stops are being made?

EXHIBIT I - Insurance Requirements

Insurance Requirements for Armed Security Guard Services

Guard Service shall maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Guard Service, its agents, representatives, or employees.

Only trained and licensed security guard employees will be used to fulfill the duties required under this contract.

MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (*occurrence form CG 0 01 XX XX*).
2. Insurance Services Office Additional Insured form (*CG 20 37 or CG 20 26*).
3. Insurance Services Office form number CA 00 01 XX XX covering Automobile Liability, Code 1 (*any auto*) [*require if scope of work includes driving on Housing Authority of the County of San Bernardino property or transporting residents or participants*].
4. Workers' Compensation insurance as required by State law and Employer's Liability Insurance.
5. Professional Errors and Omissions Liability insurance for armed security guards.

MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

1. General Liability: \$3,000,000 per occurrence for Bodily Injury, Personal Injury, and Property Damage **which shall include coverage under the policy for the armed operations of all security guard personnel. If the use of firearms is covered under a special insurance policy, the Housing Authority of the County of San Bernardino will be named as an Additional Insured on the policy, and all sections within this exhibit will also apply to that coverage.** If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this contract, or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$1,000,000 per accident for Bodily Injury and Property Damage.
3. Workers' Compensation (*statutory*) and Employer's Liability: \$1,000,000 per accident for Bodily Injury or Disease.
4. Professional Errors and Omissions Liability insurance for armed security guards: limit not less than \$3,000,000 general aggregate.

NOTE: These limits can be attained by individual policies or by combining primary and umbrella policies.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Housing Authority of the County of San Bernardino. At the option of the Housing Authority of the County of San Bernardino, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers, or the Guard Service shall provide a financial guarantee satisfactory to the Housing Authority of the County of San Bernardino guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

OTHER INSURANCE PROVISIONS

The General Liability and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions:

1. The Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers are to be covered as additional insured with respect to liability on behalf of the Guard Service, including all work and services to be performed in accordance with the terms of the security agreement between the Housing Authority of the County of San Bernardino and the Guard Service; or arising out of automobiles owned, leased, hired, or borrowed by or on behalf

of the Guard Service.

2. The Guard Service’s insurance coverage shall be primary insurance as respects the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Housing Authority of the County of San Bernardino, its officers, officials, employees, or volunteers shall be excess of the Guard Service’s insurance.
3. Each insurance policy required by these specifications shall be endorsed to state that coverage shall not be cancelled or materially changed, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the Housing Authority of the County of San Bernardino.
4. Maintenance of the proper insurance for the duration of the contract is a material element of the contract. Material changes in the required coverage or cancellation of the coverage shall constitute a material breach of the contract by the Guard Service.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A. M. Best’s rating of no less than A+:VI. Guard Service must provide written verification of their insurer’s rating.

VERIFICATION OF COVERAGE

Guard Service shall furnish the Housing Authority of the County of San Bernardino with original certificates and amendatory endorsements effecting coverage required by these specifications. The endorsements should conform fully to the requirements. All certificates and endorsements are to be received and approved by the Housing Authority of the County of San Bernardino in sufficient time before the agreement commences to permit Guard Service to remedy any deficiencies. The Housing Authority of the County of San Bernardino reserves the right to require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

SUB-CONTRACTORS

Since the Housing Authority of the County of San Bernardino is contracting for professional services of an armed security guard firm, sub-contractors will not be permitted under this contract.

Insurance Carrier:
Contact Name:
Address:
Phone Number:
Email Address: