Housing Authority of the County of San Bernardino
Building Opportunities Together

REQUEST FOR PROPOSAL – PC1481

VETERANS AFFAIRS SUPPORTIVE HOUSING (VASH) PROJECT BASED VOUCHERS (PBV)

Housing Authority of the County of San Bernardino
715 E. Brier Drive
San Bernardino, CA 92408
November 2026

I. INTRODUCTION

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 27,500 people, most of whom are seniors, individuals with disabilities, veterans, and children. Our core work is to administer rental assistance programs to prevent homelessness among low-income households. 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 housing assistance payments made to landlords on behalf of the families or resided in units owned and managed 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, where it takes nearly twice the minimum wage to afford a median-priced one-bedroom apartment.

Attaining stable housing is only one step on the path to self-sufficiency. HACSB builds strong partnerships within San Bernardino County to help support our customers' needs beyond housing. The services and opportunities our partnerships bring create meaningful differences in the lives of families we serve, maximizing our resources and impact by mobilizing the talents of our community partners.

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. HACSB owns and manages a large portfolio of affordable rental communities that are not federally funded. These properties are typically leased at amounts below market rents, bringing additional affordable housing opportunities to our communities in addition to the traditional rental assistance programs we administer.

HACSB has a governing Board of Commissioners (Board), which are appointed by San Bernardino County Board of Supervisors and is responsible for approving HACSB policies and providing strategic direction. The Board consists of seven volunteers, of which two seats are reserved for residents or participants of HACSB affordable housing programs. These individuals generously give their time in support of HACSB's 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.

An Executive Director appointed by the Board is responsible for managing the daily operations of the agency and overseeing a staff of approximately 160 employees. Annual budget for the Authority is approximately $250 million.

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

II. PURPOSE

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

A. Contact Information

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

Angie Lardapide, Procurement Department
715 E. Brier Drive
San Bernardino, CA 92408-2841
(909) 890-0644
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.

III. Contract Term

The Contract period will be for a two (2) year base period beginning approximately March/April 2027 through March/April 2029, with three single or multiple year options to extend the contract until no later than March/April 2032, 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 optional years shall be exercised by written amendments executed by each party and may require Board of Commissioners' approval on behalf of HACSB for additional funding on optional years if needed.

IV. Proposal Timeline

Release of RFP	November 2, 2026
Question Due	November 16, 2026 @ 2PM PST
Answers to Questions	November 25, 2026
Proposals Due	December 3, 2026 @ 2PM PST
Evaluation Process	December 2026
Presentations (if applicable)	December/January 2026
Award of Contract	March/April 2027
Tentative Board Date (if applicable)	March/April 2027

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

D. **Required Review**
Proposers should carefully review this solicitation for defects and questionable or objectionable material. Comments concerning defects and objectionable material must be made in writing and received by the RFP contact at least ten days before the proposal opening. This will allow issuance of any necessary addendum. 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 at least five days before the Deadline for Proposals.

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

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

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

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

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

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

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

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

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

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

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

I. **Clarification of Offers**

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

J. **Public Records Act**

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

NOTICE

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

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

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

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

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

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

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

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

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

M. **Board and Staff Communications**
Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section II – Paragraph A, be contacted during this RFP process, by any entity intending to submit a response to this RFP. Failure to comply with this request will result in disqualification.

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

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

VI. SCOPE OF WORK

Introduction:
The mission of the Housing Authority of the County of San Bernardino (HACSB) is to "empower all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County". HACSB has a special responsibility to those who encounter barriers to housing because of income, disability or special need. HACSB continues to promote, operate, and develop affordable housing that engenders stability, self-sufficiency, self-respect and pride in its residents and represents a long-term community asset. HACSB is a community leader in the preservation and development of affordable housing.

HACSB is requesting proposals from housing developers who desire to receive reservations for project-based Veterans Affairs Supportive Housing vouchers (PB VASH) in San Bernardino County. These PB VASH are intended to ease the growing issue of voucher holders who are unable to secure rental units in the current rental market. The PB VASH should expand the housing choices of our communities' most vulnerable veterans. VASH vouchers come with voucher rental assistance and ongoing case management and support for the veteran provided by the U.S. Department of Veterans Affairs (VA). Referrals for PB VASH units come exclusively from the VA, and proposers must commit to operating projects consistent with a Housing First approach.

In accordance with the federal regulations governing the maximum amount of PB VASH assistance, the Housing Authority may select proposals to provide project-based VASH assistance for up to 20 percent of the vouchers allocated to the Housing Authority by the U.S Department of Housing and Urban Development (HUD) subject to available funding.

Currently our funding is supporting 60% of the total number of VASH units authorized by HUD, currently at 766 authorized units and HACSB is expending every dollar that is being received for this program. As such, it is important to note that absent any additional funding from HUD for the HUD VASH program, any new PB VASH reservations will have to be issued as VASH program participants in the tenant-based program leave the program.

Qualifying properties must be located in San Bernardino County within 15 miles of the Loma Linda VA Medical Center and must be new communities in the development pipeline. The proposer must demonstrate the overall project feasibility including financial, zoning, and ownership or site control of the proposed project. HACSB will consider requests for up to 20 voucher units with a 20-year Housing Assistance Payment contract. More than one reservation for PB VASH may be awarded via this RFP.

- Information on the VASH program can be found at https://www.hud.gov/program_offices/public_indian_housing/programs/hcv/vash
- Information on *Housing First* is available at hudexchange.info.
  Additional information regarding HACSB's Project Based Voucher program can be found in Chapter 20 of our Plans and Policies - Housing Authority of the County of San Bernardino.[1]

Contract rents for projects selected through the RFP will be limited to the lower of the following:

- Exhibit I – 2026-27 MTW Local Payment Standards Schedule
- Exhibit J – 2026 HCV Utility Allowance Schedules – Multifamily

[1] HACSB does not have the ability to restrict tenant mobility in this way for Project-Based VASH units (Chapter 20 – section 20.2.7). HACSB and Projects must allow for continued assistance for families that move from Project-Based VASH Units as outlined in section 3 of Notice PIH 2011-50.

A. Evaluation

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.

Through this solicitation, HACSB may award reservations to multiple properties. Proposals will be evaluated and award(s) made to the proposal(s) deemed the most advantageous to HACSB based upon the evaluation criteria. HACSB will conduct this evaluation in coordination with community partners and representatives from the VA Medical Center when possible. During the evaluation process, proposers may be requested to submit additional clarifying information or may be requested to attend an interview at which their proposal will be considered.

If a property is selected, the selection will be conditional on the completion of an environmental review (unless the environmental review process has already been completed) and subsidy layering review prior to the execution of an Agreement to Enter into a Housing Assistance Payments contract (AHAP).

The owner(s) of selected property will be required to:

1. Develop and operate the property, where applicable, in accordance with PBV program requirements found at 24 CFR part 983, Implementation of the HUD-VASH Program (Operating Requirements) published in the Federal Register on March 23, 2012, the requirements found in section 3 of Notice PIH 2011-50 (Project-basing of HUD-VASH Vouchers, Notice PIH 2011-54 (Guidance on the PBV Program) or any successor notices, and HACSB's Housing Services Administrative Plan.

2. Comply with the nondiscrimination provisions of Federal civil rights laws, including but not limited to the Fair Housing Act, Section 504 of the Rehabilitation Act, Title VI of the Civil Rights Act, and Titles II or III of the Americans with Disabilities Act, as applicable.

SELECTION CRITERIA/REQUIREMENTS

	Evaluation Criteria	Weighting (Max. Points)
1	Property Description: The number of Project-based VASH vouchers requested—8 maximum per property. a. Is the proposal for newly constructed units? b. The address of the property c. The location by census tract d. The total number of buildings e. Total number of units by bedroom size in each building, with income and rent restrictions f. The number and bedroom sizes of HUD-VASH units in each building. Generally, HACSB does not prefer proposals for SRO units. However, HACSB may favor SRO units if there are other aspects of the property that make it a compelling fit for VASH PBV, such as availability of services to support long-term housing success of VASH PBV participants. Additionally, the composition of VASH households results primarily in need for studio and one-bedroom units. Proposals that include larger units must include a justification for the bedroom size proposed. g. Income restrictions of VASH units. Generally, HACSB does not prefer proposals for income restrictions lower than 80% AMI for VASH PBV units due to a lack of qualified VASH applicants with lower incomes. h. The target population of any non HUD-VASH units i. Availability of office space for VA staff and space for holding group meetings with VASH participants at the property	10
2	Project Readiness: The proposal must be for newly constructed units that have not started c construction. Referrals VASH vouchers must come from the VA Medical Center and be authorized by HACSB. (see ad dtional details below)	15
3	Deconcentrating Poverty: The proposal must provide a poverty rate based on property address and describe how the location of the property will expand access to economic opportunities, provide access to areas of higher opportunity and how project basing will improve the participant's access to supportive services (24 CFR 983). (see additional details below)	10
4	Accessibility and Access to Amenities: Provide a detailed description of the property's accessibility to transit, the VA Medical Center in Loma Linda or VA Community Based Outpatient Clinic (CBOC), employment opportunities, and key neighborhood assets such as quality grocery stores, banks, libraries, parks and recreational facilities. (see additional details below)	10
5	Experience: (see additional details below)	20
6	Design: Provide a description of how the property design will support the housing success of the target population. At a minimum, the description should include information regarding availability of group meeting space and private office space available for Veterans Affairs VASH staff to meet with VASH participants.	5
7	Housing First: Projects/Properties must comply with a Housing First approach. (see additional details below)	15
8	Supportive Services: Veterans assisted with PB VASH receive tenant-based supportive services from the VA and access to outpatient health services through the Veterans Administration Loma Linda Health Care System Medical Center (VALLMC). VA VASH case management will include, at minimum, a monthly interaction (more frequent when necessary), and a quarterly home visit. Other VALLMC medical and social services will be provided based on veteran status. (see additional details below)	15
	TOTAL	**100**

Evaluation Criteria Details:

Cover Letter

Provide a cover letter that introduces the proposed property and project/property team, including owner/developer and property manager, and your interest in partnering with HACSB in this endeavor. Confirm your intention, if selected, to operate in compliance with the Housing First approach. Proposers who do not include this confirmation in the Cover Letter will not be considered. **It is critical that this commitment to a Housing First approach for VASH at the project is shared by development, asset, and property management staff/departments for the proposer.** The cover letter should be signed by an authorized representative.

2. Property Description (10 points available) – Provide the follow information:

a. The number of Project-based VASH vouchers requested—8 maximum per property.
b. Is the proposal for newly constructed units?
c. The address of the property
d. The location by census tract
e. The total number of buildings
f. Total number of units by bedroom size in each building, with income and rent restrictions
g. The number and bedroom sizes of HUD-VASH units in each building. Generally, HACSB does not prefer proposals for SRO units. However, HACSB may favor SRO units if there are other aspects of the property that make it a compelling fit for VASH PBV, such as availability of services to support long-term housing success of VASH PBV participants. Additionally, the composition of VASH households results primarily in need for studio and one-bedroom units. Proposals that include larger units must include a justification for the bedroom size proposed.
h. Income restrictions of VASH units. Generally, HACSB does not prefer proposals for income restrictions lower than 80% AMI for VASH PBV units due to a lack of qualified VASH applicants with lower incomes.
i. The target population of any non-HUD-VASH units
j. Availability of office space for VA staff and space for holding group meetings with VASH participants at the property

3. Project Readiness (15 points available)

The proposal must be for newly constructed units that have not started construction. Referrals for VASH vouchers must come from the VA medical center and be authorized by HACSB.

Newly constructed units: Units must be developed in accordance with PBV requirements found at 24 CFR Part 983 Subpart D and all applicable HUD statutory and regulatory requirements. Selected owners will be required to execute an Agreement to enter into a Housing Assistance Payments contract (AHAP) and start construction within 18 months of selection date. In addition, these PBV requirements include an environmental review, subsidy layering review, accessibility, broadband and standards for conduct of development work.

For newly constructed units, the Proposer should provide a project timeline including these major milestones:

- Execution of Agreement to Enter into a Housing Assistance Payments contract (AHAP)
- Construction start date
- Occupancy/lease-up start date
- Date project will reach 100% occupancy of VASH units

For newly constructed, the proposer must demonstrate site control and overall project feasibility. Acceptable evidence of site control is a document that has a complete and accurate legal description and is either:

- A recorded deed or conveyance showing the proposer has ownership;
- A valid purchase and sale agreement;
- A valid option to purchase;
- A valid option for a long-term lease; or
- Other evidence satisfactory to HACSB

Evidence of project feasibility includes:

- Project pro forma (both construction and operating)
- Letters of Intent or Term Sheets from lenders and investors
- A narrative detailing past success of low-income housing tax credit award, if applicable
- Other evidence as HACSB requests

4. Deconcentrating Poverty (10 points available)

The proposal must provide a poverty rate based on property address and describe how the location of the property will expand access to economic opportunities, provide access to areas of higher opportunity and how project basing will improve the participant's access to supportive services (24 CFR 983).

It is HACSB's goal to select a site for PBV housing that provides for deconcentrating of poverty and expanding housing and economic opportunities. When approving sites for PBV housing, HACSB considers both local practices and site location in census tracts that the location of the proposed PBV site meets at least one of the following criteria:

1. The census tract in which the proposed PBV development will be located has a poverty concentration of 20 percent or less.
2. The census tract in which the proposed PBV development will be located is in a HUD-designated Enterprise Zone, Economic Community, or Renewal Community.
3. The proposed PBV development is located in a census tract where the concentration of assisted units will be or has decreased as a result of public housing demolition.
4. The census tract in which the proposed PBV development will be located is undergoing significant revitalization. A site will meet this criterion if the census tract is located wholly or partially or is immediately adjacent to one of the following areas:

- A Federal Empowerment Zone or Promise Zone;
- A State of California Enterprise Zone;
- A (former) Community Redevelopment Project, Earthquake Assistance Project or
- Revitalization Project designated by the corresponding City's or County's Former Redevelopment Agency;
- Any designated Brownfield Initiative site or Showcase Community site or successors to these designated sites;
- Any other federal, state or locally designated areas whose purpose is to revitalize the community;
- State, local or federal dollars have been invested in the area that has assisted in the achievement of the statutory requirement;
- New market rate units are being developed in the same census tract in which the proposed PBV site will be located, and the owner can establish the likelihood that such market rate units will positively impact the poverty rate in the area;
- The poverty rate and minority concentration rate in the census tract in which the proposed PBV development;

- Will be located or the related City/County Planning Area in which the PBV development will be located does not exceed that of the Metropolitan Statistical Area (MSA) by more than 20 percent according to the latest Decennial Census; or
- If the poverty rate and minority concentration rate in both the census tract in which the PBV development will be located and the City/County Planning Area in which the PBV development will be located is 20 percent greater than that of the MSA according to the latest Decennial Census, whether a more recent federal, state or local determination of the poverty rate shows that the poverty rate has declined over the past five years. The owner must additionally indicate whether there are meaningful opportunities for educational and economic advancement in the census tract or any contiguous census tracts.

5. Accessibility and Access to Amenities (10 points available)

Provide a detailed description of the property's accessibility to transit, the VA Medical Center in Loma Linda or VA Community Based Outpatient Clinic (CBOC), employment opportunities, and key neighborhood assets such as quality grocery stores, banks, libraries, parks and recreational facilities. Be specific and provide names of amenities and services identified. This statement must include transit options for the immediate area around the property such as rail, bus, ride/bike share, and may include scoring indices for neighborhoods, such as a Walk Score (http://www.walkscore.com).

6. Experience (20 points available)

a) The proposal must include a description of the experience of the owner and/or Property Management Company involved in the management and development of supportive housing units for veterans, homeless, elderly and/or disabled families.

b) Points will be awarded for experience administering Project Based Vouchers including waiting list administration and effective program administration. Please describe your experience administering Project Based Vouchers if applicable and/or your experience managing other supportive housing with access via referrals from partners.

7. Design (5 points available)
Provide a description of how the property design will support the housing success of the target population. At a minimum, the description should include information regarding availability of group meeting space and private office space available for Veterans Affairs VASH staff to meet with VASH participants.

8. Housing First (15 points available)
Projects/Properties must comply with a Housing First approach. The proposal must include:

a) An affirmative statement in the cover letter that the owner/property management understands and intends to adhere to a Housing First approach
b) A description of how the property will integrate the Housing First approach into its admission and occupancy policies and its service practices, including a commitment to using tenant admission screening criteria for Project Based VASH units that are no more
c) Project must have a clearly articulated process for:

- Individualized assessment of criminal history for households denied based on criminal history
- Review of extenuating circumstances for households denied based on screening criteria
- Reasonable Accommodations related to admission denials

Occupancy policies must not require being clean and sober upon admission or to maintain housing. Policies and practices should also demonstrate how negative exits will be avoided; how a respectful, warm, and compassionate environment for Veterans will be created and maintained; and how a recovery-oriented environment will be established.

a. A description of how the property will approach ongoing property management in the context of a Housing First approach. How does your proposed staffing model reflect this approach? Describe your relevant experience.

9. Supportive Services (15 points available) (limit of 3 pages)

a) Veterans assisted with PB VASH receive tenant-based supportive services from the VA and access to outpatient health services through the Veterans Administration Loma Linda Health Care System Medical Center (VALLMC). VA VASH case management will include, at minimum, a monthly interaction (more frequent when necessary), and a quarterly home visit. Other VALLMC medical and social services will be provided based on veteran status.

b) Provide a detailed description of any supportive services available to the residents of the property, in addition to the VA case management services provided with the voucher. If any additional services are proposed to be provided by the property owner, the source of funding for those services should be identified, as well as the status of the funding commitment for those services. Proposers should clearly indicate how the principles of Housing First will be incorporated into the provision of supportive services. Supportive services must reflect the specific needs of the target population. Proposals must include a description of on-site as well as off-site services, what these services include, who provides the services, the length of time services will be available to each client, total number of hours per week that services will be available, and how off-site services will be accessed. Specifics of what the supportive services will entail are required. For example, if employment services are provided, then the Proposer should detail what kinds of employment services will be provided and how they will be delivered.

c) Provide a description of how the property will coordinate with the VALLMC for the provision of case management and other supportive services.

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. 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 VASH PBV Services.

C. **Miscellaneous Discussion Questions**
1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB. Please include their level of expertise in the services and certifications held by staff.

2. Provide an estimate of time that will be required to begin VASH PBV Services

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

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

VIII. COMPANY QUALIFICATIONS

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

A. Brief history of the company

B. A listing of five (5) references where similar services were performed. The client reference shall include the name of organization, contact person, address, and telephone numbers.

C. Vendor shall describe their understanding of the project scope, their proposed approach to performing the services, and submit a proposed schedule. Offerors shall include information on experience with similar projects. Offerors shall describe how their organization can meet the requirements of this RFP and shall include the following:
- The number of years the Offeror has provided these services; *and*
- The number of clients and geographic locations that the Offeror currently provides services for.

- Provide the names and titles of the key management personnel directly involved with supervising the services rendered under this Contract along with their resumes.
- Provide the name and resume of the Offeror's Contractor Representative who, if the Offeror is selected for award, would be responsible for the daily oversight of the Contract from the Contractor's perspective.

IX. RFP REQUIREMENTS AND CONDITIONS

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

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

1. Exhibit A – Contact Information Form
2. Exhibit B – Proposal Form
3. Exhibit C – Reference Form
4. Exhibit D – Certification Regarding Debarment or Suspension
5. Exhibit F – HUD Form 5369B
6. Exhibit G – HUD Form 5369C
7. Exhibit H – HUD Form 5370
8. Exhibit I – 2026-27 MTW Local Payment Standards Schedule
9. Exhibit J – 2026 HCV Utility Allowance Schedules - Multifamily

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

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

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

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

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

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

Rejection of Bid: Any protest of a decision by HACSB to reject a bid submitted in response to an RFP must be received by the Procurement and Contracts Supervisor within two business days after being notified in writing of HACSB's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision regarding the appeal and the basis for the decision. The decision of the HACSB shall be final and binding upon all parties.

X. INSURANCE REQUIREMENTS

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

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

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

C. **Indemnification and Insurance Requirements**

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

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

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

4. **Policies Primary and Non-Contributory**
   All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by HACSB.

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

6. **Insurance Review**
   The above insurance requirements are subject to periodic review by HACSB. HACSB's 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.

XI. CONTRACT CONDITIONS

Americans with Disabilities Act

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

Law of the State of California

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

Contract Terms and Final Selection

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

Electronic Signatures

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

EXHIBIT A – Contact Information Form

To: Angie Lardapide, Procurement Department
Phone: (909) 890-0644
Email: procurement@hacsb.com
Re: RFP PC1481 – VASH PBV

Vendor Name: _____

Address: _____

Contact/Title: _____

Phone: _____

Email: _____

HOW DID YOU HEAR ABOUT THIS OPPORTUNITY: Indicate *any* of the following.

- ☐ Email Notification
- ☐ HACSB Website
- ☐ Newspaper Advertisement, please specify: _____
- ☐ Trade Publication, please specify: _____
- ☐ Plan Room, please specify: _____
- ☐ eBidding Site, please specify: _____
- ☐ Other, Explain: _____

EXHIBIT B - PROPOSAL FORM

Vendor Name:_____

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

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

2. The Vendor shall ensure that all pricing submitted includes costs for the entire contract term, including the base period and any optional renewal years. All anticipated cost factors—such as inflation or other foreseeable adjustments—must be incorporated into the proposed pricing.

3. All contracts for services shall be awarded as firm fixed-price contracts. Pricing is fixed at the time of contract award and shall not be subject to any escalation, adjustment, or renegotiation for the duration of the contract, including for any exercised option periods.

4. 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)

_____
(Signature)

_____

_____
(Print Name) (Title)

_____
(Contractors State License Number – if applicable)

_____
(Telephone Number)

EXHIBIT C – REFERENCES

CURRENT CLIENT REFERENCES (REQUIRED) – RFP#PC1481 VASH PBV SERVICES

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

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

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

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

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

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

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

EXHIBIT D - CERTIFICATION REGARDING DEBARMENT OR SUSPENSION

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

1. The Proposer certifies, to the best of its knowledge and belief, that neither the Proposer nor its Principals are suspended, debarred, proposed for debarment, or declared ineligible for the award of contracts from the United States federal government procurement or non-procurement programs, or are listed in the *List of Parties Excluded from Federal Procurement and Non-procurement Programs* issued by the General Services Administration.

2. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).

3. The Proposer shall provide immediate written notice to the HACSB Procurement and Contracts Supervisor if, at any time prior to award, the Proposer learns that this certification was erroneous when submitted or has become erroneous by reason of changes circumstances.

4. This certification is a material representation of fact upon which reliance will be placed when making the award. It if 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 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

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

- 03291 -

1. Preparation of Offers

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

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

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

2. Submission of Offers

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

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

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

3. Amendments to Solicitations

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

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

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

4. Explanation to Prospective Offerors

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

5. Responsibility of Prospective Contractor

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

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

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

6. Late Submissions, Modifications, and Withdrawal of Offers

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

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

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

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

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

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

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

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

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

7. Contract Award

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

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

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

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

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

8. Service of Protest

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

9. Offer Submission

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

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

[Describe bid or proposal preparation instructions here:]

EXHIBIT G – HUD Form 5369 C

Document on Following Page

Certifications and Representations of Offerors
Non-Construction Contract

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

OMB Approval No: 2577-0180 (exp. 7/30/96)

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

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

1. Contingent Fee Representation and Agreement

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

(1) [ ] has, [ ] has not employed or retained any person or company to solicit or obtain this contract; and

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

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

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

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

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

(a) [ ] is, [ ] is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.

(b) [ ] is, [ ] is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.

(c) [ ] is, [ ] is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

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

(Check the block applicable to you)

[ ] 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)(l) 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 – HACSB Form 5370

Document on Following Page

General Conditions for Non-Construction Contracts

Section I — (With or without Maintenance Work)

U.S. Department of Housing and Urban Development
Office of Public and Indian Housing
Office of Labor Relations
OMB Approval No. 2577-0157 (exp. 1/31/2027)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a currently valid OMB number. This form includes those clauses required by OMB's common rule on grantee procurement, implemented at HUD in 2 CFR 200, and those requirements set forth in 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 75. The form is required for non-construction contracts awarded by Public Housing Agencies (PHAs). The form is used by PHAs in solicitations to provide necessary contract clauses and allows PHAs to enforce their contracts. Comments regarding the accuracy of this burden estimate and any suggestions for reducing this burden can be sent to the Reports Management Officer, Office of Policy Development and Research, REE, Department of Housing and Urban Development, 451 7th St SW, Room 4176, Washington, DC 20410-5000. When providing comments, please refer to OMB Approval No. 2577-0157. Do not send this completed form to either of these addressees. The information collected will not be held confidential.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

1) **Non-construction contracts** *(without* maintenance) **greater than $250,000 - use Section I;**
2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than $2,000 but not more than $250,000 - use Section II;** and
3) **Maintenance contracts** (including nonroutine maintenance), **greater than $250,000 — use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than $250,000

1. Definitions

The following definitions are applicable to this contract:

(a) "Authority or Housing Authority (HA)" means the Housing Authority.
(b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
(c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
(d) "Day" means calendar days, unless otherwise stated.
(e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

(a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
(b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
(c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a proposal submitted before final payment of the contract.
(d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
(e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

(a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
(b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
(c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
(d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall been titled to payment as described in paragraph (b) above.
(e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

(a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

(b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding $10,000.
(c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
(i) appeals under the clause titled Disputes;
(ii) litigation or settlement of claims arising from the performance of this contract; or,
(iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

(a) All disputes arising under or relating to this contract, *except for disputes arising under clauses contained in Section 111, Labor Standards Provisions,* including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
(b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
(c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
(d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
(e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

11. Organizational Conflicts of Interest

(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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
(i) Award of the contract may result in an unfair competitive advantage; or
( ) The Contractor's objectivity in performing the contract work may be impaired.
(b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
(d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

(a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

(b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.

(c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other pubic official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

(i) The awarding of any Federal contract;
(ii) The making of any Federal grant;
(iii) The making of any Federal loan;
(iv) The entering into of any cooperative agreement; and,
(v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency' includes the following individuals who are employed by an agency:

(i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
(ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
(iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
(iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

(i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor/Seller agrees as follows:

(a)The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The [contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b)The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c)The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d)The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller] 's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e)The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

f)The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g)In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in acc ordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

17. Equal Opportunity for Workers with Disabilities

1.The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

i.Recruitment, advertising, and job application procedures;

ii.Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;

iii.Rates of pay or any other form of compensation and changes in compensation;

iv.Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;

v.Leaves of absence, sick leave, or any other leave;

vi.Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];

vii.Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;

viii.Activities sponsored by the [contractor/seller] including social or recreational programs; and

ix.Any other term, condition, or privilege of employment.

2.The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3.In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4.The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller] 's obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller] , a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual know ledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be post ed in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5.The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/ seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6.The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of $ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7.The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

18. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

19. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

20. Other Contractors

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

21. Liens

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

22. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968;
24 CFR 135)

(a) 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, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

(b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 75, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 75 regulations.

(c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..

(d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 75, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 75. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 75.

(e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts

(f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

23. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of $10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of $10,000 of the item both under and outside that contract

EXHIBIT I – 2026-27 MTW Local Payment Standards - Schedule

Document on Following Page

Housing Authority of the County of San Bernardino
Building Opportunities Together

Effective October 1, 2026

Moving to Work (MTW) Local Payment Standards

ZIP CODES & RENTAL SUBMARKETS

1. Locate the zip code for the unit from the table below to determine the rental submarket.

ZIP Code	Sub-market
91701	8
91708	8
91709	8
91710	8
91729	8
91730	8
91737	8
91739	8
91743	8
91758	8
91759	4
91761	8
91762	8
91763	8
91764	8
91766	8
91784	8
91785	8
91786	8
91798	8
92242	1
92252	3
92256	3
92267	1
92268	3
92277	3
92278	3
92280	1
92284	3
92285	3
92286	3
92301	2
92304	1
92305	4
92307	2
92308	2
92309	1
92310	1
92311	2
92312	2
92313	7
92314	4
92315	4
92316	9
92317	4
92318	7
92321	4
92322	4
92323	1
92324	9
92325	4
92326	4
92327	1
92329	2
92332	1
92333	4
92334	9
92335	9
92336	8
92337	9
92338	1
92339	4
92340	2
92341	4
92342	2
92344	2
92345	2
92346	7
92347	1
92350	7
92352	4
92354	7
92356	2
92357	7
92358	4
92359	7
92363	1
92364	1
92365	1
92366	1
92368	2
92369	5
92371	2
92372	2
92373	7
92374	7
92375	7
92376	9
92377	9
92378	4
92382	4
92385	4
92386	4
92391	4
92392	2
92393	2
92394	2
92395	2
92397	4
92398	1
92399	7
92401	6
92402	6
92403	6
92404	5
92405	5
92406	6
92407	5
92408	6
92410	6
92411	6
92412	6
92413	5
92415	6
92418	6
92423	6
92427	5
93524	1
93555	1
93558	1
93562	1
93592	1

MAXIMUM MTW LOCAL PAYMENT STANDARDS - rent reasonableness review required

2. Locate the submarket and bedroom size for the unit in the table below to determine the maximum MTW Local Payment Standard for the unit.

Submarket	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom	5 Bedroom	6 Bedroom
1	$ 952	$ 1150	$1,536	$1,733	$2,343	$2,695	$3,037
2	$1,056	$1,389	$1,769	$2,338	$2,750	$3,113	$3,575
3	$1,095	$1,236	$1,760	$2,318	$2,833	$3,257	$3,682
4	$1,594	$1,746	$2,228	$3,025	$3,811	$4,383	$5,040
5	$1,442	$1,628	$1,955	$2,776	$3,528	$4,057	$4,665
6	$1,476	$1,623	$1,963	$2,570	$3,474	$4,122	$4,741
7	$1,623	$2,094	$2,357	$3,018	$3,673	$4,224	$4,775
8	$2,191	$2,477	$3,028	$3,540	$3,960	$4,584	$5,176
9	$1,640	$1,799	$2,053	$3,080	$3,627	$4,195	$4,715

EXHIBIT J – 2026 HCV Utility Allowance Schedule - Multifamily

Document on Following Page

HACSB
Building Opportunities Together

Housing Choice Voucher Program

Allowances for
Tenant-Furnished Utilities
and Other Services

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

Locality	Age	Unit Type		Date (mm/dd/yyyy)
San Bernardino County	mixed	**Apartment**		**10/1/2026**

Utility or Service		**Monthly Dollar Allowances**						
		0 BR	1 BR	2 BR	3 BR	4 BR	5 BR	6 BR
Heating	a. Natural Gas	27	31	34	38	41	45	48
	b. Bottle Gas	65	75	82	92	99	109	115
	c. Electric	53	62	73	83	93	103	116
Cooking	a. Natural Gas	5	6	8	11	13	15	16
	b. Bottle Gas	12	15	19	27	31	36	39
	c. Electric	13	16	23	32	44	52	61
Other Electric		51	60	83	107	131	159	180
Air Conditioning		27	33	50	69	85	100	133
Water Heating	a. Natural Gas	10	12	18	24	30	37	40
	b. Bottle Gas	24	29	44	58	73	90	96
	c. Electric	31	36	52	67	82	98	112
Water		59	62	81	110	139	167	189
Sewer		50	50	50	50	50	50	50
Trash Collection		31	31	31	31	31	31	31
Range/Microwave		7	7	7	7	7	7	7
Refrigerator		5	5	5	5	5	5	5
Other - specify		0	0	0	0	0	0	0

Actual Family Allowances to be used by the family to compute allowance. Complete below for the actual unit rented.	**Utility or Service**	**Monthly Cost**
Name of Family	Heating	
	Cooking	
	Other Electric	
Address of Use	Air Conditioning	
	Water Heating	
	Water	
	Sewer	
	Trash Collection	
	Range/Microwave	
Number of Bedrooms	Refrigerator	
	Other	
	Total	$

Spreadsheet based on form HUD-52667 (4/2023).

Previous editions are obsolete

ref. Handbook 7420.8

Any individual, company, corporation, government agency or organization using these utility allowances shall indemnify, defend, and hold harmless the Housing Authority of the County of San Bernardino, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and attorney fees (including, without limitation, costs, attorney fees, expert witness fees, and other expenses of litigation) of every nature arising out of or in connection with the use of these utility allowances under any circumstances.