



REQUEST FOR PROPOSALS

HEARING OFFICER SERVICES (PC677)

September 4, 2012

Proposals Due: October 4, 2012 at 3:30 p.m.

Issued by:

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

REQUEST FOR PROPOSALS
HEARING OFFICER SERVICES (PC 677)

Table of Contents

I.	INTRODUCTION	3
II.	PURPOSE	3
III.	BOARD	3
IV.	ADMINISTRATIVE PERSONNEL.....	3
V.	SCOPE OF SERVICES.....	4
VI.	RFP INSTRUCTIONS	4
VII.	RFP QUESTIONS FOR PROVIDERS.....	6
VIII.	RFP REVIEW	7
IX.	COMPANY QUALIFICATIONS.....	7
X.	SELECTION CRITERIA	7
XI.	RFP REQUIREMENTS AND CONDITIONS.....	8
XII	INSURANCE REQUIREMENTS.....	9
XIII	CONTRACT CONDITIONS	10

EXHIBITS:

- A. SCOPE OF WORK
- B. CONTACT INFORMATION FORM
- C. PROPOSAL FORM
- D. MANDATORY HUD FORMS
- E. CURRENT CLIENT REFERENCES

HOUSING AUTHORITY OF THE COUNTY OF SAN BERNARDINO

Hearing Officer Services

I. INTRODUCTION

The Housing Authority of the County of San Bernardino (HACSB) is one of the nation's most progressive and proactive housing authorities and the largest provider of affordable housing in the County. HACSB owns 2497 affordable housing units located throughout the County of San Bernardino. We proudly serve in excess of 30,000 people, most of whom are seniors, disabled individuals, and children.

In 2008, the agency embarked on an agency wide strategic planning process with the following objectives: help clients achieve economic independence, ensure freedom of housing choice, and save tax payer dollars through efficient work. This has allowed us to enhance our work around our mission and service philosophy. Ultimately, our Mission of empowering all individuals and families in need to achieve an enriched quality of life by providing housing opportunities and resources throughout San Bernardino County is our top priority.

As we see the demand for affordable housing increase, the limited affordable housing supply we currently have available is not enough to house the thousands of families in need. As a developer of sustainable affordable and market rate housing, over the years we have expanded our housing stock in an attempt to meet the county's growing needs. Working diligently to acquire, build, and renovate properties, we incorporate the concept of mixed income communities, build utilizing green technology, and provide recreational and educational facilities for everyone's use.

Additionally, we are here as a stepping stone for families who need help building a foundation for a brighter future. Therefore, aside from providing housing, we assist our customers with ways of becoming economically independent. In collaboration with our partners, we provide: family/individual case management and counseling; career training and job placement; program integrity; homeownership assistance; college scholarships, to name a few.

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

HACSB, as of June 30, 2012 owns and/or manages 1298 units of public housing, 1199 privately owned units, and administers 7,954 units leased from private owners under the Section 8 Housing Choice Voucher Program. Our programs enable us to provide quality, safe affordable housing to approximately 30,000 low income families, seniors and disabled individuals who reside throughout the County of San Bernardino.

The Housing Authority of the County of San Bernardino (HACSB) is seeking Proposals from qualified consultants and firms provide **Hearing Officer Services** to conduct informal grievance hearings for HACSB and tenants on an as-needed basis. HACSB may enter into contracts with one or more of the highest-ranked firms. The firms will be used on a rotating basis for a Contract term of one (1) year with the option to extend up to two (2) additional one-year periods at the sole discretion of HACSB.

Offerors submitting proposals to the RFP must not be debarred, suspended or otherwise prohibited from professional practice by any federal, state or local agency.

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.

III. BOARD

The powers of the HACSB are vested in its Board of Commissioners.

IV. ADMINISTRATIVE PERSONNEL

Susan Benner is the President/CEO of the HACSB.

V. SCOPE OF SERVICES

Respondents will be expected to provide hearing officer services as outlined in the attached "Exhibit A"- Scope of Work that has been provided.

VI. RFP INSTRUCTIONS

a. Contact Information

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

Marsha Zeller, Procurement and Contracts Dept.
715 E. Brier Drive
San Bernardino, CA 92408-2841
(909) 890-0644 ext. 2176
mzeller@hacsb.com

b. RFP Submission and Format

By this Request for Proposals, the HACSB solicits proposals to be received by **3:30 p.m. (PST) on October 4, 2012** in the form outlined below. **Late submittals will not be accepted.**

1. Proposals must be submitted by mail with **one (1) signed original and four (4) copies**. Any general information not specifically relevant to the

proposal shall be omitted or bound in a separate document. At a minimum, the proposal shall include the following:

- Identification of the company or individual(s) including name, address, telephone number, fax number, and email address;
- Name, title, address and telephone number of contact person during the period of the evaluation process;

2. Proposal shall be submitted by mail to:

**Housing Authority of the County of San Bernardino
Procurement & Contracts Department
Attn: Marsha Zeller
715 East Brier Drive
San Bernardino, CA 92408-2841**

The envelope must be **sealed** and include the following notation on the bottom left hand corner of the proposal, **“Request for Proposal PC677 for Hearing Officer Services Enclosed.”** Please also include company/individual name on outside of envelope. The proposals will be evaluated based on the criteria established in this document. Proposals received after the specified date and time will not be accepted. Two or more companies may be selected for an interview.

3. **Facsimile Copies or emails will NOT be accepted.** All proposals will become property of the HACSB upon submission.

c. RFP Terms and Conditions

The HACSB reserves the right to select more than one respondent (and will accept joint venture proposals), to select a respondent(s) for specific purposes or for any combination of specific purposes, and to defer the selection of any respondent(s) to a time of the HACSB's choosing.

d. Board and Staff Communications

Under no circumstances may any member of the HACSB or any staff member other than the contact specified in Section VI. a. above 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. All questions should be in writing and directed to the individuals identified in Section VI. a above.

e. Timetable

Event

Date

Request for Proposal Released

September 4, 2012

Due Date for Questions

September 13, 2012 at 2:00 p.m.

Posting of Responses for Questions

September 19, 2012

Proposals Due

October 4, 2012 at 3:30 p.m.

Evaluation Process/Interviews

Week of October 15, 2012

Board Approval

November 2012

Award Contract

November 14, 2012

If you have questions regarding this proposal, you must submit them in writing to mzeller@hacsb.com no later than **2:00 PST on September 13, 2012.**

Responses to all appropriately submitted questions will be posted on the HACSB website on or before **September 19, 2012.**

The deadline for submissions in response to this Request for Proposals is 3:30 p.m. (PST), October 4, 2012. Telephone or fax responses will not be accepted for this request. It is the intent of the HACSB to select a Hearing Officer Services Provider no later than **November 2012.**

f. Release of Information

Information submitted in response to this RFP will not be released by the HACSB during the proposal evaluation process or prior to a contract award.

g. Proprietary Information

If a respondent does not desire certain proprietary information in their response disclosed, the respondent is required to identify all propriety information in the response, which identification shall be submitted concurrently with the response. If the respondent fails to identify proprietary information, it agrees by submission of its response that those sections shall be deemed nonproprietary and may be made available upon public request after a contract award.

h. Term of Contract

HACSB intends to award a contract for its requirements as follows:

The contract period of performance is for two (2) base years, beginning on or about December 1, 2012 and expiring November 30, 2014 with two single-year options to extend the contract until no later than November 30, 2016, or until such time as terminated per the terms of the agreement. The initial engagement will be for a two (2) year period. In addition,

HACSB shall have the option to extend the engagement for up to two (2) additional years. The option years shall be exercised by written amendments executed by the parties. After the initial two-year base period, the engagement shall be renewed, on a year-to-year basis, on a unilateral basis at the fee in the original proposal. Such renewal engagement shall be confirmed in writing.

Contractor shall perform its services hereunder in a prompt and timely manner and shall commence performance upon receipt of a written Notice to Proceed from HACSB. The Notice to Proceed shall set forth the precise date of commencement of the work.

Contractor shall make its non-exclusive services available during the entire contract period.

HACSB may award the contract at a time other than that stated in the Schedule. In which case HACSB, at its option, may shorten the duration of the contract or change the beginning and end dates, but in no case will the contract exceed the duration in as aforementioned.

i. Contract Option Years

HACSB will have the unilateral right in the contract by which, for a specified time, HACSB may elect to purchase additional services called for by the contract, or may elect to extend the term of the contract. The requirements below apply:

1. Any options that were requested by HACSB and/or contained in the Contractor's bid or offer must have been evaluated in making the contract award prior to exercising any such options.
2. Contractor shall not be allowed to change its proposed pricing for the option years since this pricing is considered in evaluating the Contractor's original proposal, therefore was the basis for awarding the contract unless otherwise provided herein.
3. Exercise of an option must be in accordance with the terms and conditions of the option stated in the initial contract award.

HACSB will provide a minimum of sixty days (60) written notice to the Contractor of HACSB's unilateral right to exercise the option years. The minimum time for the written notice may be waived by mutual agreement.

If HACSB does not provide written notice to the Contractor, then the contract shall conclude on November 30 of the year for which the contract was last awarded.

j. Contractual Agreements:

The basic agreement between the parties shall be the Contract for the Hearing Officer Services, plus attachments. A sample Contract is included as an Attachment to this RFP.

Unless stated otherwise herein, the basic and governing language of the contractual agreement resulting from this solicitation shall be comprised of the Contract, this RFP, including all documents, any attachments and amendments, and the successful Offeror's signed proposal. In the event of a conflict between the documents, the Contract shall govern.

k. HACSB Reserves the Right to:

1. Request an oral interview with, and additional information from, companies prior to final selection of a provider.
2. Consider information about a company in addition to the information submitted in the response or interview.
3. Reject any and all responses and waive any irregularities.

VII. RFP QUESTIONS FOR PROVIDERS

a. Minimum Proposer Requirements:

Although Offerors are encouraged to provide any/all information which they wish to be considered in support of their proposal;

Offerors must, at a minimum, submit the following information:

1. Three (3) or more years prior experience working as a hearing officer; or an arbitrator; or quasi-judicial hearings.
2. Prior experience in effectively communicating findings and conclusions as the result of a hearing, both orally (ability to speak to strangers and control a meeting in arbitration) and in writing; and
3. Demonstrate availability to serve as a hearing officer.
4. Provide four (4) references with names and phone numbers of prior hearing officer experience.

b. Organizational and Personnel Background

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

c. Experience

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

c. Miscellaneous Discussion Questions

1. Identify the specific individuals who would be assigned to work with the HACSB and specify which person would be the primary contact person with the HACSB.
2. Identify the specific locations for which you are proposing to provide services.

3. Provide an estimate of the time that will be required to begin Hearing Officer Services as outlined in Exhibit A.

d. Price

Provide an annual cost for the rendering of the services and clearly specify if any additional expenses will be charged to the HACSB in connection with this proposal.

e. Affirmative Action

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

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

VIII. RFP REVIEW

At a HACSB meeting, scheduled after such review, some of the companies that have responded may be asked to be available for interviews. If so, those companies will be given not less than three (3) business days notice, along with the date, time and place for the interviews. Expenses will be the responsibility of the respondent.

IX. COMPANY QUALIFICATIONS

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

- a.** Brief history of the company
- b.** A listing of four (4) 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.

X. SELECTION CRITERIA

Evaluation of Proposals:

The Authority will appoint an evaluation committee to review the proposals submitted.

At the sole discretion of HACSB, finalists for consideration of award may be required to make an oral presentation to the evaluation committee. The oral presentation may be considered in the evaluation of the Offeror's proposal, and overall scores may be adjusted at the discretion of the evaluation committee.

HACSB may conduct negotiations with responsive and responsible Offeror whose proposal best meet the needs of HACSB.

Offerors must ensure that their proposal has included each and every item listed under Section-"Mandatory Information to be Provided", thoroughly responded to all requirements and provisions of each item listed; as the Authority will not be responsible for notifying any Offeror of any deficiencies in their proposal.

Selection Factors:

The evaluation committee will use the following percentages of weighing when reviewing proposals:

a. OFFEROR INFORMATION (70 points)

1. Offeror's Statement of Qualifications & attachments: An Offeror may be deemed qualified to perform the services required by this solicitation if, after HACSB review and verification of the representations submitted as the Offeror's response to, and completion of, the Offeror's Statement of Qualifications, HACSB determines that:

(i) Offeror has demonstrated prior experience as a hearing officer, an arbitrator, or a judge/chair of quasi-judicial hearing provided within the last three (3) years. **(25 points)**

(ii) Offeror has demonstrated knowledge of State of California and landlord-tenant laws and property management laws. **(15 points)**

(iii) Offeror has provided four (4) references with names and telephone numbers from clients who were provided hearing officer services within the last four (4) years. **(15 points)**

(iv) Offeror has demonstrated prior experience in effectively communicating findings and conclusions as the results of a hearing, both orally and in writing. **(15 points)**

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

b. COST/FEE PROPOSAL (25 points)

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

c. OWNERSHIP (5 points)

Certification of MBW/WBE ownership.

XI. 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.

Cost of the Proposal

Costs incurred by any proposer in the preparation of its response to the RFP are the responsibility of the proposer and will not be reimbursed by the HACSB. Proposers shall not include any such expenses as part of their proposals.

Clarification to Proposals

The HACSB reserves the right to obtain clarifications of any point in a company's proposal or to obtain additional information necessary to properly evaluate a particular proposal. Failure of a proposer to respond to such a request for additional information or clarification could result in rejection of the company's response or responses.

Cancellation of the RFP

The HACSB reserves the right to cancel this RFP at any time, for any reason, and without liability if cancellation is deemed to be in the best interest of the HACSB. The proposer assumes the sole risk and responsibility for all expenses connected with the preparation of its proposal.

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.

Contacts

All questions concerning the RFP shall be directed to Marsha Zeller whose contact information is provided above. To avoid all appearances of impropriety proposer should only contact the above referenced staff person and should not attempt to contact any HACSB Commissioner or the President/CEO. No oral

request for clarification or information will be accepted. All such requests must be in writing (by email, mail, fax, or hand delivery) and submitted to the HACSB no later than **2:00 PST on September 13, 2012**. All questions and clarifications shall be answered in one written addendum, to be issued no later than **September 19, 2012** to all respondents who have been duly recorded as having received a copy in the HACSB's RFP distribution log.

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 VI, 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 Contracting Officer before the bid or proposal submittal deadline, or it will not be considered.

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

Award RFP/RFQ: Any protest against the award of a contract based on an RFP or RFQ or appeal of a decision by HACSB to reject a proposal, must be received by the Contracting Officer 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 IFB must be received by the Contracting Officer within two business days after being notified in writing of HACSB's decision, or the appeal will not be considered.

A written response will be directed to the appealing Contractor within fourteen (14) calendar days of receipt of the appeal, advising of the decision with regard to the appeal and the basis for the decision.

The decision of the HACSB shall be final and binding upon all parties.

XII. INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

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

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

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.

XIII. CONTRACT CONDITIONS

Americans with Disabilities Act

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

Law of the State of California

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

Contract Terms and Final Selection

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

Award Factors

The Procurement Officer, or his/her designee, may conduct negotiations with responsive and responsible Offeror whose proposal best meet the needs of HACSB.

Unauthorized Negotiations

In no event shall a prospective Offeror, or the apparently successful Offeror, enter into discussion or negotiations with representatives of HACSB other than the Procurement Officer, or his/her designee.

Other Factors/Requirements

News releases pertaining to this request for proposal may not be made without prior written approval of the HACSB President/CEO.

EXHIBIT A

Hearing Officer Services Provider Scope of Work

INTRODUCTION

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

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

HACSB, as of June 30, 2012 owns and/or manages 1,298 units of affordable housing, 1,199 privately owned units, and administers 7,954 units leased from private owners under the Section 8 Housing Choice Voucher Program. Our programs enable us to provide quality, safe affordable housing to approximately 30,000 low income families, seniors and disabled individuals who reside throughout the County of San Bernardino.

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

Each of the programs requires HACSB to offer a grievance procedure for certain HACSB adverse actions against a tenant or participant. This is a two-step procedure. The first step involves a meeting between the aggrieved party and the HACSB staff who recommended the adverse action. Staff shall consider any mitigating circumstances and outline their decision in a letter to the client. If the client is dissatisfied with the outcome, they have a date certain time to request an "informal hearing." It has been HACSB policy that the hearing office for most, if not all, informal hearings, is selected from someone other than an employee of the Public Housing Division.

The "informal hearing" assures HACSB tenants and Housing Choice Voucher (HCV) participants a reasonable review and determination on complaints regarding an HACSB action, or failure to act, in such a way that affects their rights under their dwelling lease or voucher with HACSB. The hearing may also address the application of HACSB

policies that the tenant or participant believes to adversely affect their individual rights, duties, welfare or status.

The types of appeals most frequently addressed in hearings are a voucher participant' appeal where rental subsidy is being terminated for violation of the Housing Choice Voucher program regulations; or a denial of a 'reasonable accommodation' request from an individual with a disability.

SCOPE OF WORK

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

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

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

Within in 10 business days of each hearing, the hearing officer is required to either affirm or deny HACSB's decision with written findings.

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

Individuals selected must be familiar and comfortable with conducting informal hearings in a setting that may include tenant or HACSB counsel and may also require the services of an interpreter. Hearings are conducted approximately 1 to 2 days each month at each location. Hearings average approximately 1-½ hours and may be scheduled back-to-back. Approximately 50 to 60 hearings annually. Review of exhibits, pertinent regulations/policies, and writing of the findings and decision is estimated to take approximately four (4) hours.

Hearing officers must have the ability to render a concise written decision, within ten (10) business days from the hearing date, with the basic facts of the hearing and the reasons for their finding and conclusions. Hearing officer must digitally record all hearings sessions and provide to HACSB digital recording of hearing as needed for court purposes.

EXHIBIT B

Contact Information Form

To: Marsha Zeller, Procurement and Contracts Dept.
(900) 890-0644 Ext 2176, (909) 890-2349 Fax, e-mail
mzeller@hacsb.com

This fax is to acknowledge that we are in receipt of your RFP #PC677 Hearing Officer Services and have noted our intention to bid.

Vendor Name: _____

Address: _____

Contact/Title: _____

Phone: _____

Fax: _____

Email: _____

I PLAN TO SUBMIT A BID.

- ☐ Yes, I will be submitting a bid.
☐ Maybe, I need to research and get more information (contact HACSB-information listed above)

NO BID. Indicate *any* of the following. We:

- ☐ Do NOT desire to be retained on the vendor list.
☐ Desire to be retained on the vendor list, but decline to bid based on the following:
☐ Cannot comply with specifications/scope of work, Explain: _____

☐ Cannot meet delivery requirements, Explain: _____

☐ Do not regularly provide this type of product/service
☐ Other, Explain: _____
☐ Please update my information as listed above.

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

- ☐ Checked the agency website
☐ Received notice by fax or e-mail
☐ Newspaper Ad, please list paper: _____
☐ Trade Publication, please list: _____
☐ Plan Room, please list: _____
☐ Other, Explain: _____

EXHIBIT C

PROPOSAL FORM

Proposal : **Hearing Officer Services Provider PC677**

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, for the sum of:

Item	Services	Yr 1 2012-13	Yr 2 2013-14	Yr 3 2014-15	Yr 4 2015-16
1	Hearing Official Services-per hearing (all locations)				
2	No-show fee (per hearing)				
3					
4					
	<u>Other Charges-please list</u>				
5					
6					
7					
8					

2. In submitting this proposal it is understood that the right is reserved by the Housing Authority of the County of San Bernardino to reject any and all proposals. If written notice of the acceptance of this proposal is mailed, telegraphed, faxed, or delivered to the undersigned within thirty (30) days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to a contract/agreement in the prescribed form and furnish any required insurance requirements within ten (10) days after the contract is presented to him for signature.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. 1001.

Date _____, 20____

(Company Name)

(Official Address)

(By)

(Title)

(Contractors State License Number)

(Telephone Number)

EXHIBIT D

Mandatory HUD Forms

The following HUD standard forms are required as part of your proposal submission. These forms may be obtained from our website at the “Procurement Forms” link on the right hand side of the “Business” page, or by clicking on the links in this document, or by going to

http://www.hudclips.org/sub_nonhud/html/forms.htm.

Proposals which do not contain these completed forms at the time of submission may be deemed non-conforming and non-responsive and may be removed from further consideration.

- 1) [**Form HUD-5369B**](#), Instructions to Offerors-Non-Construction
- 2) [**Form HUD-5369-C**](#), Certifications and Representations of Offerors-Non-Construction Contract
- 3) [**Form HUD-5370-C**](#), General Conditions for Non-Construction Contracts, Sections I and II.

CURRENT CLIENT REFERENCES (REQUIRED)

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

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

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