

**REQUEST FOR PROPOSALS FOR
CASE MANAGEMENT SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM**



**HOUSING AUTHORITY OF THE CITY OF SANTA ANA
Community Development Agency
20 Civic Center Plaza
Santa Ana, CA 92701**

**Judson Brown
Housing Division Manager
(714) 667-2241 Office
(714) 667-2225 Fax
jbrown@santa-ana.org**

KEY RFP DATES

Issue Date: Thursday, September 24, 2020
Proposal Due Date: Friday, October 9, 2020 at 5:00 P.M.

NOTICE INVITING PROPOSALS

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide **Case Management Services for the Housing Choice Voucher Program administered by the Housing Authority of the City of Santa Ana (CA093). Responses to this Request for Proposals (RFP) will be accepted until Friday, October 9, 2020 at 5:00 P.M.** For further information, please contact Judson Brown, Housing Division Manager, at (714) 667-2241 or jbrown@santa-ana.org.

E-MAIL, MAILED, DELIVERED BY HAND or COURIERED proposals will be accepted as follows:

Housing Authority of the City of Santa Ana
Community Development Agency (6th Floor)
Attention: Judson Brown, Housing Division Manager
20 Civic Center Plaza, M-26
Santa Ana, CA 92701

E-mail Proposals to: jbrown@santa-ana.org

It is the responsibility of the proposer to see that any proposals submitted shall have sufficient time to be received by the Housing Authority of the City of Santa Ana prior to the proposal due date and time. Questions regarding this Request for Proposals shall be made in writing via e-mail to Judson Brown at Jbrown@santa-ana.org.

The receiving time at the Front Desk of the City of Santa Ana, Community Development Agency, 6th Floor, 20 Civic Center Plaza, Santa Ana CA 92701 will be the governing time for the receipt of physical proposals. The receiving time that the proposal sent by e-mail will be the governing time for the receipt of proposals sent by e-mail. Late Proposals will NOT be considered and will be returned to the proposer unopened.

FACSIMILE PROPOSALS WILL NOT BE ACCEPTED

ONLY SEALED RFP RESPONSES ARE ACCEPTABLE

DO NOT FAX RFP RESPONSES



**HOUSING AUTHORITY OF THE CITY OF SANTA ANA
REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES**

	<u>PAGE</u>
I. INTRODUCTION	4
II. PERIOD OF CONTRACT	4
III. SCOPE OF SERVICES	4
IV. GENERAL INFORMATION	4
V. CONTRACTOR RESPONSIBILITIES	5
VI. INSURANCE REQUIREMENTS AND CITY BUSINESS LICENSE	5
VII. RULES FOR PROPOSALS	6
VIII. E-MAIL COMMUNICATIONS AND INTERPRETATIONS / CLARIFICATIONS	6
IX. ADDENDA	6
X. SUBMITTAL INFORMATION AND DEADLINE	6
XI. MINIMUM QUALIFICATIONS	6
XII. SUBMITTAL REQUIREMENTS	6
XIII. CONTRACTOR SELECTION – SCORING AND EVALUATION	8
XIV. PUBLIC RECORDS	9
XV. FILING A PROTEST	9
EXHIBIT A SCOPE OF SERVICES	10
EXHIBIT B PROPOSERS STATEMENT AND FEE SCHEDULE	12
EXHIBIT C ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE POLICIES	13
EXHIBIT D REFERENCES AND RELEVANT WORK HISTORY	14
EXHIBIT E PROPOSAL AND CONTRACT AGREEMENT – PROPOSERS STATEMENT	16
EXHIBIT F PROPOSAL AND CONTRACT AGREEMENT – CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR	17
EXHIBIT G NON-COLLUSION AFFIDAVIT	19



**HOUSING AUTHORITY OF THE CITY OF SANTA ANA
REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM**

INTRODUCTION

The Housing Authority of the City of Santa Ana (CA093) is issuing this Request for Proposals (RFP) for a professional company who will provide case management services for the Housing Choice Voucher Program administered by the Housing Authority. The Housing Authority of the City of Santa Ana (SAHA) provides rental assistance in the form of Housing Choice Vouchers (HCV), Project Based Vouchers, Mainstream Vouchers, Foster Youth to Independence Vouchers, and Veterans Affairs Supportive Housing vouchers to 3,160 low-income households. These vouchers enable housing authority participants and applicants to rent from property owners in the private rental market.

I. PERIOD OF CONTRACT

Unless earlier terminated as allowed for in the Agreement, agreement term shall be for a period of one (1) year for a maximum contract amount of \$50,000. The agreement term is anticipated to commence after selection of the Contractor and upon receipt and approval of all required insurance documents.

II. SCOPE OF SERVICES

The scope of services is provided under **EXHIBIT A – SCOPE OF SERVICES**

III. GENERAL INFORMATION

- A. The term of the contract will begin after the contract is awarded by the Housing Authority.
- B. When determined appropriate, the Housing Authority will provide information in its possession relevant to preparation of required information in the RFP. The Housing Authority will provide only the staff assistance and documentation specifically referred to herein.
- C. The Contractor shall be responsible for retaining data, records and documentation for the preparation of the required information. These materials shall be made available to the Housing Authority as requested by the Housing Authority.
- D. This RFP does not commit the Housing Authority to pay costs incurred in preparation of a response to this RFP. All costs incurred in the preparation of the proposal, the submission of additional information and/or any aspect of a proposal prior to the award of a written contract will be borne by the respondent. The Housing Authority reserves the right to accept or reject the combined or separate components of a proposal in part or in its entirety or to waive any informality or technical defect in a proposal.

- E. All data, documents and other products used, developed or produced during response preparation of the RFP will become property of the Housing Authority. All responses to the RFP shall become property of the Housing Authority. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act.
- F. The Housing Authority reserves the right to reject, replace and approve any and all subcontractors. All subcontractor(s) shall be identified in the response to the RFP and the Housing Authority reserves the right to reject any subcontractor(s). Subcontractor(s) shall be responsibility of the prime Contractor and the Housing Authority shall assume no liability of such subcontractor(s).

IV. CONTRACTOR RESPONSIBILITIES

The selected Contractor will assume responsibilities for all services in its proposal. The selected Contractor shall identify a sole point of contact for contractual matters, including payment of any and all charges resulting from the Agreement.

V. INSURANCE REQUIREMENTS AND CITY BUSINESS LICENSE

CGL (Commercial General Liability) – CGL insurance is required when the Contractor will be performing services on City property or receiving City grant funds. A \$1,000,000.00 per occurrence with \$2,000,000.00 in the aggregate policy is required. The certificate of insurance must provide 30 Day Notice of cancellation or material reduction in policy limits. Additionally, the City of Santa Ana, the Housing Authority of the City of Santa Ana, its officers, agents, volunteers and employees shall be named as an additional insured via an additional insured endorsement. The additional insured endorsement, attached as Exhibit C, shall provide that the Contractor’s insurance is primary to any insurance or self-insurance carried by the City as well as a separation of insured’s clause.

Automobile - Automobile insurance is required when the Contractor will be driving from one City site to another City site in a non-City vehicle. A \$1,000,000.00 per occurrence policy for owned, hired and non-owned automobiles is required.

Worker’s Compensation – In accordance with the provisions of Section 3300 of the California Labor Code, any Contractor with employees must maintain employer’s liability insurance with limits not less than \$1,000,000.00 per accident. Worker’s Compensation is not required for sole proprietors or a partnership with no employees. However, these Consultants must complete a “Worker’s Compensation Declaration.” This form may be obtained from City staff.

Professional Liability – Professional liability insurance is required for state licensed professionals, such as, engineers, architects, CPAs, attorneys and medical professionals. A \$1,000,000.00 policy is required.

City Business License - The selected proposer shall be required to obtain a City of Santa Ana Business license within thirty (30) days of selection and must provide a copy to the City project manager or designee prior to commencing any work in Santa Ana.

VI. RULES FOR PROPOSALS

The signer of the RFP must declare in writing that the only person, persons, company or parties interested in the proposal as principals are named therein; that the proposal is made without collusion with any other person, persons, company or parties submitting a proposal; that it is in all respects fair and in good faith without collusion or fraud; and, that the signer of the proposal has full authority to bind the proposer (EXHIBIT H).

VII. E-MAIL COMMUNICATIONS AND INTERPRETATIONS / CLARIFICATIONS

To facilitate the RFP process, proposers are required to monitor and respond to e-mail requests within 48 hours. The Housing Authority will make no oral interpretations to any proposer as to the meaning of requirements identified herein including the Scope of Services. Every request for such an interpretation must be made in writing via e-mail to Judson Brown, Housing Division Manager at jbrown@santa-ana.org.

VIII. ADDENDA

If clarification or interpretation of this RFP is considered necessary by the Housing Authority, a written addendum shall be issued and the information will be posted on the City's website at <http://www.santa-ana.org/bids-rfps/>. It is the responsibility of each proposer to periodically check the City's website to ensure that they have received and reviewed any and all addenda to this RFP.

IX. SUBMITTAL INFORMATION AND DEADLINE

Proposals are due to the Housing Authority of the City of Santa Ana, at the date, time and location set forth on the Notice Inviting Proposals. Faxed and E-mailed proposals will not be accepted.

X. MINIMUM QUALIFICATIONS

The following are the minimum qualifications to be considered as an eligible candidate to submit proposals for the requested services described in this RFP. The Contractor must have previous experience in performing services similar to those requested in the Scope of Work. Contractor is encouraged to submit relevant and concise information regarding their experience and qualifications to perform the requested services.

XI. SUBMITTAL REQUIREMENTS

The RFP is intended to assess and evaluate each firm's capabilities as they apply to the proposed services. Each firm must address each of the following items in its response to the RFP:

- 1) **Statement of Qualifications** – In order to maintain uniformity, the Statement of Qualifications must be limited to a **MAXIMUM OF 10 PAGES** (excluding front and back covers). The page limitation includes all appendices, attachments and supplemental information. The following information is required:

1. Cover Letter: A letter signed by a principal or authorized representative who can make legally binding commitments for the entity.
2. Organizational Background: A brief description of the contractor's firm, including the year the firm was established, type of organization (partnership, corporation, etc.), and a statement of the firm's qualifications for performing the subject services.
3. Scope of Services: Include a detailed description on how services will be provided to meet the requirements of Exhibit A – Scope of Services. Identify any resources expected to be provided by the Housing Authority, including their roles and responsibilities. The Scope of Services should link directly to your fee schedule and be easily understandable relative to your fee schedule.
4. Firm or Personnel Experience: A profile of the firm's experience, personnel and history relating to the scope of work identified in Exhibit A – Scope of Services. Include a description of the company profile, including range of the firm's capabilities and service. In addition, provide the names of all personnel who will be assigned to this project, their education and previous experience.
5. Relevant Experience: List of the Public Housing Authorities that your firm or personnel have provided case management services within the last five (5) years. Information should include project description, year service was provided, client name, along with a person to contact and their telephone number.
6. Sub consultants: Identification is required of any contemplated sub consultants to be used, with the identification of personnel to be assigned, their qualifications, education, and representative experience.
7. References: The Contractor shall submit a list of at least three references comprised of a listing of work similar to that identified in the RFP.
8. Fee Schedule: The fee schedule shall include the hourly rates for each personnel category to be used on the project and/or fee for each type of service. Personnel hourly rates shall reflect all costs for office overhead, including phones, cellular phones, vehicles, mileage and other direct and indirect costs. This fee schedule shall reflect all anticipated fee increases such as (but not limited to): Equipment purchases or subscription costs, internet and data support costs, ongoing support costs, professional training/certified costs for continued education/training, etc. In addition, the fee schedule should include any optional services.

- 2) EXHIBIT B – PROPOSERS STATEMENT AND PROPOSAL ITEM PRICING
- 3) EXHIBIT C – ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY POLICY
(NOT REQUIRED UNTIL AFTER CONTRACTOR SELECTION)
- 4) EXHIBIT D – REFERENCES AND RELEVANT WORK HISTORY (PAST 5 YEARS)
- 5) EXHIBIT E – PROPOSAL CONTRACT AND AGREEMENT – PROPOSERS STATEMENT
- 6) EXHIBIT F – PROPOSAL CONTRACT AND AGREEMENT – CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR
- 7) EXHIBIT G – NON-COLLUSION AFFIDAVIT

Submittal of Proposal:

- **Four (4) copies** of the response to the RFP shall be signed by a company official with the power to bind the company and **one (1) copy** of the submittal on a USB Flash Drive or equivalent.
 - a. If sent by e-mail, one (1) copy of the submittal.
- Structure your proposal to include the Scope of Service response, Implementation Schedule, Fees / Contract Price and Exhibits.

The proposal must be completely responsive to the RFP. The Housing Authority reserves the right to reject any or all proposals submitted and no representation is made hereby that any contract will be awarded pursuant to this RFP or otherwise.

XII. CONTRACTOR SELECTION – SCORING AND EVALUATION

The criteria for evaluating the proposals submitted will take the following evaluation criteria into consideration:

EVALUATION CRITERIA
Qualifications & Company Experience
Organizational background and overall experience (Max. 10 Points)
Qualifications and experience relevant to the scope of services described in Exhibit A (Max. 15 Points)
Experience working with Housing Authorities (Max. 10 Points)
SUB TOTAL (Max. 35 Points)
Overall Quality and Depth of Proposal
Quality and organization of proposal (Max. 15 Points)
Completeness of proposal (Max. 15 Points)
SUB TOTAL (Max. 30 Points)
Fee Schedule
Overall fee schedule (Max. 5 Points)
Fee schedule related to the services requested (Max. 10 Points)
Fee schedules and timeline for implementation (Max. 20 Points)
SUB TOTAL (Max. 35 Points)
GRAND TOTAL (Max. 100 Points)

The proposals will be reviewed by a Review Panel of Housing Authority staff members. The Panel will evaluate Proposals based on their response to the RFP. A final score will be calculated for each submitted proposal and used to rank the proposal. The highest scoring proposers will be informed after the scoring and evaluation is complete. The Panel will recommend award of the contract to the proposer who will provide the best quality service to the Housing Authority. The Housing Authority reserves the right to negotiate pricing and for additional interviews. The Housing Authority will notify the successful firm(s) by email of invitation for a final oral interview, demonstrations, and/or award.

XIII. PUBLIC RECORDS

Proposals will become public record after award of agreement. Interested offerors may submit an e-mail request to receive results of the evaluation. Proposer information identified as proprietary information shall be maintained confidential, to the extent allowed under the California Public Records Act. Please submit your request to Judson Brown, Housing Division Manager, at jbrown@santa-ana.org.

XIV. FILING A PROTEST

Bidders may file a “protest” with the Housing Authority. In order for a contractor’s protest to be considered valid, the protest must:

1. Be filed in writing within five (5) business days of either the RFP posted date or before 5:00 p.m. of the 5th business day following the posting of RFP results/Notice of Intent to Award Contract on the City’s website;
2. Clearly identify the specific irregularity or accusation;
3. Clearly identify the specific City staff determination or recommendation being protested;
4. Specify, in detail, the grounds of the protest and the facts supporting the protest; and
5. Include all relevant, supporting documentation with the protest at time of filing.

If the protest does not comply with each of these requirements, it will be rejected as invalid. If the protest is valid, the City’s Housing Division Manager, or other designated City staff member, shall review the basis of the protest and all relevant information. The Housing Division Manager will provide a written decision to the protestor within fourteen (14) calendar days from receipt of protest. The decision from the Housing Division Manager, or her/her designee, is final and no further appeals will be considered.

EXHIBIT A

REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE HOUSING CHOICE VOUCHER PROGRAM

SCOPE OF SERVICES

The Santa Ana Housing Authority (SAHA) is a medium-sized Public Housing Authority located in Santa Ana, California and is operated under the U.S. Department of Housing and Urban Development, and has approximately 15 full time employees and manages 3,160 Housing Choice Vouchers (Section 8). SAHA provides rental assistance in the form of Housing Choice Vouchers (HCV), Project Based Vouchers, Mainstream Vouchers, Foster Youth to Independence Vouchers, and Veterans Affairs Supportive Housing vouchers to 3,160 low-income households. These vouchers enable Housing Authority participants and applicants to rent from property owners in the private rental market. The Authority's funding is fully dependent on the U.S. Department of Housing and Urban Development (HUD). HUD's funding is dependent on annual appropriations from Congress.

It is the Santa Ana Housing Authority's objective to find qualified providers to provide case management services to support the administration of the Housing Choice Voucher Program. The Agency is seeking proposals from qualified, licensed, and insured entities to provide remote case management services to a portion of the agency's Housing Choice Voucher, Mainstream Voucher, VASH, and/or Foster Youth to Independence households. The services shall include but not be limited to completing the following tasks utilizing the agency's software in a HUD-compliant manner:

- Process reexaminations (50058 Action # 2), including collection and review of required documentation, income calculations, and calculation of tenant rent.
- Process interim examinations (50058 Action # 3), including review of required documentation, income calculations, and calculation of tenant rent.
- Respond to participant questions according to applicable regulation and local policies
- Accurately document all processes and communications in the appropriate electronic file, concluding with the 50058 submission to HUD.

All services shall be provided in accordance with all applicable laws and in a manner consistent with industry best practices. The Housing Authority reserves the right to increase or decrease the amount of cases assigned to the Contractor on a monthly basis.

The Contractor shall SAHA's housing software, forms, letters, systems, reports and e-mail addresses. The format of all agency forms and letters sent to Housing Authority clients shall be approved by the Housing Authority. SAHA utilizes MRI HAPPY software.

The Contractor logo shall appear on formal status reporting to the Housing Authority and monthly billings; all other materials produced by the Contractor will appear as though they are Housing Authority materials.

The Contractor will use HUD's five levels of verification. Contractor will access EIV to verify income. When "Up Front Income Verification" is not available, Contractor will send employment verification forms to employers via fax, mail and email. If the Contractor is unable to obtain "Written Third Party" verification, the Contractor will contact the employer via telephone for an "Oral Third Party". HUD Waivers adopted by the Housing Authority in response to COVID-19 may also be used in lieu of the income verification hierarchy until such waivers expire. Notation of waivers used must be properly notated in file.

The Contractor shall assign a Project Manager to act as the point of contact for the agency regarding the services provided. The Project Manager shall manage and supervise the completion of the services to include but not be limited to the following:

- Supervise and conduct quality control reviews of each Contractor-assigned housing specialist's work.
- A sample of 10% of annuals/interims processed on a monthly basis shall be reviewed by the Contractor's Project Manager. If there are errors found exceeding 2% an additional 5% shall be reviewed.
- Communicate with the agency's contract managers for all HCV, Mainstream, and VASH programs to provide timely updates, so Contractor can ensure that all deadlines are met and all applicable agency policies and procedures are followed.
- Provide Housing Authority with a monthly status report.
- Troubleshoot issues on behalf on Contractor's staff such as IT issues related to remote access to systems, and coordinate with the agency's IT staff or contract managers directly in order to resolve such issues timely when necessary.

TO BE INCLUDED IN PROPOSAL

EXHIBIT B

**REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM**

PROPOSERS STATEMENT AND QUALIFICATION FEE SCHEDULE

Certification – I certify that I have read, understand and agree to the terms and conditions of this Request for Proposals. I have examined the Scope of Services (Exhibit A) and I am familiar with the scope of work requirements. I am familiar with all of the existing conditions and limitations that may impact work requests. I understand and agree that I am responsible for reporting any errors, omissions or discrepancies to the Housing Authority for clarification prior to the submission of my proposal.

FEE SCHEDULE

Please provide a proposed fee schedule.

LEGAL NAME OF COMPANY		PHONE AND FAX NUMBER
BUSINESS ADDRESS		
PRINTED NAME OF AUTHORIZED AGENT		TITLE
SIGNATURE OF AUTHORIZED AGENT	DATE	E-MAIL ADDRESS
FEDERAL ID NO. (IF APPLICABLE)	CONTRACTOR LICENSE NO. (IF APPLICABLE)	

EXHIBIT C

**ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL
GENERAL LIABILITY AND BUSINESS AUTOMOBILE POLICIES**

Insurance Company _____

This endorsement modifies such insurance as is afforded by the provisions of Policy # _____ relating to the following:

1. The City of Santa Ana, 20 Civic Center Plaza M-26, Santa Ana, California 92701; its officers, employees, agents, volunteers and representatives are named as additional insureds ("additional insureds") with regard to liability and defense of suits arising from the operations and uses performed by or on behalf of the named insured.
2. With respect to claims arising out of the operations and uses performed by or on behalf of the named insured, such insurance as is afforded by this policy is primary and is not additional to or contributing with any other insurance carried by or for the benefit of the additional insureds.
3. This insurance applies separately to each insured against whom claim is made or suit is brought except with respect to the company's limits of liability. The inclusion of any person or organization as an insured shall not affect any right which such person or organization would have as a claimant if not so included.
4. With respect to the additional insureds, this insurance shall not be cancelled, or materially reduced in coverage or limits except after thirty (30) days written notice has been given to the City of Santa Ana, 20 Civic Center Plaza M-26, Santa Ana, California 92701.

(Completion of the following, including countersignature, is required to make this endorsement effective.)

Effective _____, this endorsement form as part of

Policy # _____

Issued to _____

Name Insured

Countersigned by: _____

Authorized Representative

TO BE INCLUDED IN PROPOSAL

EXHIBIT D

**REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM**

List and describe fully the contracts performed by your firm that demonstrate your ability to provide the services included in the scope of services. **Attach additional pages if required for additional references.** The Housing Authority reserves the right to contact each of the references listed for additional information regarding your firm's qualifications.

Reference No. 1

Customer Name: _____ **Contact Individual:** _____
Address: _____ **Phone Number:** _____
_____ **E-mail:** _____
Contract Amount: _____ **Year:** _____
Description of case management services provided: _____

Reference No. 2

Customer Name: _____ **Contact Individual:** _____
Address: _____ **Phone Number:** _____
_____ **E-mail:** _____
Contract Amount: _____ **Year:** _____

Description of case management services provided:

Reference No. 3

Customer Name: _____

Contact Individual: _____

Address: _____

Phone Number: _____

E-mail: _____

Contract Amount: _____

Year: _____

Description of case management services provided:

TO BE INCLUDED IN PROPOSAL

EXHIBIT E

REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE HOUSING CHOICE VOUCHER PROGRAM

PROPOSAL & CONTRACT AGREEMENT

PROPOSER'S STATEMENT

Proposer understands and agrees that this written RFP (or any part thereof specifically designated and accepted by the Housing Authority of the City of Santa Ana (hereinafter "the Authority") shall constitute the entire agreement between proposer and the Authority only after it has been accepted by the Authority, endorsed by the Recording Secretary with his/her signature and official seal noting here on the action of approval of the Council / Housing Authority, signed by the Executive Director or his/her duly authorized agent, and signed by the Authority General Counsel, denoting his/her approval of the form of this document, and its execution, and when it or an exact copy of it has been either delivered to proposer or deposited with the United States Postal Service properly addressed to the proposer with the correct postage affixed thereto.

Proposer further agrees that upon delivery (as defined above) of the accepted agreement he/she will furnish the Authority all required bonds and certificates of liability insurance within ten (10) days (excluding Saturdays, Sundays and the Authority's legal holidays), or the funds, check, draft, or proposer's bond substituted in lieu thereof accompanying this proposal shall become the property of the Authority and shall be considered as payment of damages due to the delay and other causes suffered by the Authority because of the failure to enter into an Agreement and/or furnish the necessary bonds and because it is distinctly agreed that the proof of damages actually suffered by the Authority is difficult to ascertain; otherwise said funds, check drafts, or proposer's bond substituted in lieu thereof shall be returned to the undersigned.

Proposer understands that a proposal is required for the entire work, that the estimated quantities set forth in the RFP schedule are solely for the purpose of comparing proposals, and that final compensation under the contract will be based upon the actual quantities of work satisfactorily completed.

All terms contained in the Specifications, the Certification of Non-Discrimination by Owners, and the Workers' Compensation Insurance Certificate are to be incorporated by reference into this Agreement and are made specifically as part of this RFP.

FIRM

SIGNED AND PRINTED NAME

TITLE

DATE

TO BE INCLUDED IN PROPOSAL

EXHIBIT F

**REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE
HOUSING CHOICE VOUCHER PROGRAM**

PROPOSAL AND CONTRACT AGREEMENT

CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR

The undersigned Contractor or corporate officer, during the performance of this contract, certifies as follows:

1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin or any other protected class. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin or any other protected class. 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 agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin or any other protected class.
3. The Contractor shall send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The Contractor shall 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.
5. The Contractor shall furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation, to ascertain compliance with such rules, regulations, and orders.
6. In the event of the Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, the contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction/services 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, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Contractor shall include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) 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 subcontract or purchase order as the administering agency may direct as means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the
8. Contractor may request that the United States enter into such litigation to protect the interests of the United States.
9. Pursuant to California Labor Code Section 1735, as added by Chapter 643 Stats. 1039, and as amended,

No discrimination shall be made in the employment of persons because of race, religious creed, color national origin, ancestry, physical handicaps, mental condition, marital status, sex of such persons, or any other protected class, except as provided in Section 1420, and any Contractor violating this Section is subject to all the penalties imposed for a violation of the Chapter.

FIRM

SIGNED AND PRINTED NAME

TITLE

DATE

TO BE INCLUDED IN PROPOSAL

EXHIBIT G

REQUEST FOR PROPOSALS (RFP) FOR CASE MANAGEMENT SERVICES FOR THE HOUSING CHOICE VOUCHER PROGRAM

PROPOSAL AND CONTRACT AGREEMENT

NON-COLLUSION AFFIDAVIT

(Title 23 United States Code Section 112 and
Public Contract Code Section 7106)

To the HOUSING AUTHORITY OF THE CITY OF SANTA ANA,

In accordance with Title 23 United States Code Section 112 and Public Contract Code 7106 the PROPOSER declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the PROPOSER has not directly or indirectly induced or solicited any other PROPOSER to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived or agreed with any PROPOSER or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the PROPOSER has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the PROPOSER or any PROPOSER, or to fix any overhead, profit, or cost element of the bid price, or of that of any other PROPOSER, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and, further, that the PROPOSER has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit. PROPOSERS are cautioned that making a false certification may subject the certifier to criminal prosecution.

State of California
County of _____

Subscribed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Notary Public Signature

Notary Public Seal