

REQUEST FOR PROPOSALS
for
Executive Search Services for Recruitment & Placement of
Chief Financial Officer

for

HOUSING AUTHORITY OF THE
CITY OF SAN BUENAVENTURA
AND
AFFILIATED ENTITIES

Issued September 13, 2018

SUBMITTAL DEADLINE

Thursday, October 4, 2018 by 4:00 PM

The Housing Authority of the City of San Buenaventura
995 Riverside Street
Ventura, California 93001
ATTN: Cheryl Tabbi

The responsibility for submitting a response to this RFP at the Offices of the Housing Authority of the City of San Buenaventura (the "Agency") on or before the stated time and date will be solely and strictly the responsibility of the Offeror. The Agency will in no way be responsible for delays caused by the United States Mail delivery or caused by any other occurrence.

**Request for Proposals
For
Executive Search Services for Recruitment & Placement of
Chief Financial Officer**

INTRODUCTION/BACKGROUND

The mission of the HOUSING AUTHORITY OF THE CITY OF SAN BUENAVENTURA, hereinafter referred to as the "Authority", is to provide and develop quality affordable housing for eligible low-income residents of Ventura County and to establish strong partnerships necessary for HACSB customers to achieve personal goals related to: literacy and education; health and wellness; and job training and employment leading to personal growth and economic self-sufficiency.

The Authority has served the needs of low income residents since 1949 with our current inventory of 297 public housing units (ranging from multi-story complexes to single-family units) and approximately 1,500 Section 8 vouchers, and prides itself in providing decent, safe and affordable housing to approximately 2,000 low and moderate income families in the City of Ventura. Through tax credit funded partnerships it owns over 450 very low-income senior/disabled apartment units and family units. It has a growing pipeline of real estate development projects including a family farmworker development, and additional public housing (RAD) conversions.

We live in a world where “the new normal” is change. New initiatives, project-based working, technology improvements, staying ahead – these things come together to drive ongoing changes to the way we work. As the HACSB grows and expands into new programming areas, we recognize that this changes our business model.

The management of the HACSB has embarked upon an ambitious Capital Improvement Program designed to modernize 520 units of the 716 units of public housing and is faced with many challenges in order to complete the projects in a timely and cost-efficient manner. The Capital Improvement Program is tied to tax credits and moving the units to Limited Partnerships structures.

The purpose of this solicitation is to obtain a qualified national executive search firm to assist in the recruitment and selection of a Chief Financial Officer for the Housing Authority of the City of San Buenaventura (HACSB), Ventura California.

The executive search firm shall conduct a nationwide executive recruitment with associated services to identify qualified candidates to fill the position of Chief Financial Officer for the HACSB. The search firm should specialize in, or have considerable experience in, recruiting executive professionals for public/governmental entities, particularly housing authorities, and possess extensive nationwide recruitment experience for Executive Officer level recruitments. To be able to respond to this proposal, the proposing firm must demonstrate that it, or its principals assigned to the project, have successfully completed searches similar to the one specified in the Scope of Work.

1.0 GENERAL INFORMATION

- 1.1 Statement of Purpose: The Housing Authority of the City of San Buenaventura and its affiliated entities are seeking proposals from a qualified national executive search firms to assist in the recruitment and selection of a Chief Financial Officer for the Housing Authority of the City of San Buenaventura, Ventura, California.
- 1.2 Proposers acknowledge that submitting a proposal to HACSB is not a right to be awarded a contract, but only an offer by the proposer to perform the requirements of the RFP documents in the event HACSB decides to award a contract to that proposer.
- 1.3 **Proposer's Responsibilities-Contact with HACSB:** Proposers shall address all communication and correspondences pertaining to this RFP process to the HACSB contact only. Proposers must not inquire or communicate with any other HACSB staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to comply with this requirement is cause for a proposal to be disqualified. During the RFP solicitation process, HACSB will not conduct any ex parte conversations which may give one prospective proposer an advantage over other prospective proposers.

2.0 HACSB'S RESERVATION OF RIGHTS

- 2.1 HACSB reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by HACSB to be in its best interests.
- 2.3 HACSB reserves the right not to award a contract pursuant to this RFP.
- 2.3 HACSB reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 30 days written notice to the successful proposer(s).
- 2.4 HACSB reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.
- 2.5 HACSB reserves the right to retain all proposals submitted and not permit withdrawal for a period of 90 days subsequent to the deadline for receiving proposals without the written consent from HACSB.
- 2.6 HACSB reserves the right to negotiate the fees proposed by all proposers. If such negotiations are not, in the opinion of HACSB successfully concluded within a reasonable timeframe as determined by HACSB, HACSB shall retain the right to end such negotiations.
- 2.7 HACSB reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services and from individuals deemed non-responsive.

- 2.8** HACSB shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.
- 2.9** HACSB reserves the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. Each prospective proposer further agrees that he/she will inform HACSB in writing within five (5) days of the discovery of any item that is issued thereafter by HACSB that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve HACSB, but not the prospective proposer, of any responsibility pertaining to such issue.
- 2.10** In the case of rejection of all proposals, HACSB reserves the right to advertise for new proposals or to proceed to do the work otherwise.
- 2.11** HACSB reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.
- 2.12** HACSB reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to HACSB, if:
- 2.12.1** Funding is not available,
- 2.12.2** Legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,
- 2.12.3** HACSB's requirements in good faith change after award of the contract.
- 2.13** HACSB reserves the right to make an award to more than one proposer based on ratings or to make an award with or without negotiations or Best and Final Offers (BAFO).
- 2.14** HACSB reserves the right to establish a competitive range for proposals based on the initial scores and to require presentations by the proposers within the competitive range.
- 2.15** HACSB reserves the right to require additional information from all proposers to determine level of responsibility. Such information shall be submitted in the form and time frame required by HACSB.
- 2.16** HACSB reserves the right to amend the contract any time prior to contract execution.
- 2.17** HACSB reserves the right to require the Contractor to keep accurate timesheets for all employees assigned to perform any project, task, or assignment resulting from this RFP and any resulting contract.

- 2.18** HACSB reserves the right to contact any individuals, entities, or organizations that have had a business relationship with the proposer regardless of their inclusion in the reference section of the proposal submittal.
- 2.19** In the event any resulting contract is prematurely terminated due to nonperformance and/or withdrawal by the Contractor, HACSB reserves the right to seek monetary restitution (to include but not limited to withholding of monies owed) from the Contractor to cover costs for interim services and/or cover the difference of a higher cost (difference between terminated Contractor's rate and new company's rate) beginning the date of Contractor's termination through the contract expiration date.
- 2.20** HACSB reserves the right to require the Contractor to replace any employee, subcontractor, or other individuals and/or entities, found to be unacceptable, performing work under any contract resulting from this RFP. Replacement shall occur within 2 days of notification by HACSB.

3.0 GENERAL CONDITIONS:

- 3.1 Scope of Work:** The Contractor shall provide the goods or services as specified in this RFP. The Scope of Work is in Attachment A.
- 3.2 Regulatory/Licensing:** Contractor shall comply with all applicable federal, state and local laws, rules, regulations, ordinances and codes and obtain any licenses or permits required to provide the services under this RFP. Obtaining licenses and permits shall be the sole responsibility of the successful proposer whether or not they are known to either the HACSB or the proposers at the time of the submittal deadline or the award.
- 3.3 Responsibility for subcontractors:** All requirements for the "Prime" contractor shall also apply to any and all subcontractors. It is the Prime Contractors' responsibility to insure the compliance by the subcontractors. Regardless of subcontracting, the Prime Contractor remains liable to HACSB for the performance under this RFP or any resulting contract.
- 3.4 Liquidated damages:** For each day that performance under a resulting contract from this RFP is delayed beyond the time specified for completion, the successful proposer shall be liable for liquidated damages in the amount of \$50.00 per day. However, the timeframe for performance may be adjusted at HACSB's discretion in writing and received by the successful proposer prior to default under any resulting contract.
- 3.5 Submissions:** Late submissions will not be accepted. Submissions received prior to the opening will be held in confidence until the opening.
- 3.6 Proposed Cost:**

3.6.1 Base Costs: Your proposed fee is inclusive of all necessary costs to provide the proposed services, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance, vehicle fuel, etc. Each fee proposed shall be fully “burdened” with profit and overhead costs.

3.7 Delivery: All costs submitted by the successful proposer shall reflect the cost of delivering the proposed services specified within the RFP documents or within the Agreement.

3.8 Type of contract: A firm-fixed price contract with cost reimbursement for a period of one year with the possibility of an additional one (1) year term at the sole discretion of HACSB with all terms and conditions remaining the same. The contract will not bind or purport to bind HACSB for any contractual commitment in excess of the original contract period. Please see Attachment B.

4.0 CONDITIONS TO PROPOSE:

4.1 Submissions and Receipt by HACSB:

4.1.1 Time for Receiving Proposals: Proposals received prior to the submittal deadline shall be securely kept, unopened, by HACSB. No proposal received after the designated deadline shall be considered. **All proposals due Thursday October 4, 2018 by 4:00 PM**

4.1.1.1 Proposers are cautioned that any proposal submittal that is time-stamped as being received by HACSB after the exact time set as the deadline for the receiving of proposals shall not be considered. **All proposals due Thursday October 4, 2018 by 4:00 PM**

4.1.1.2 A total of one (1) original signature copy (marked “ORIGINAL”), three (3) exact copies (marked copy), and an electronic copy (CD/Flash Drive) shall be placed unfolded in a sealed package with the proposer’s name and return address and addressed as follows:

The Housing Authority of the City of San Buenaventura
995 Riverside Street
Ventura, California 93001
ATTN: Cheryl Tabbi

4.2 Questions/Inquiries:

4.2.1 A proposer may inquire or question any of the proposal documents or any part of the information contained therein, by submitting, in writing to the contact person listed herein, at least seven (7) days prior to the proposal submission deadline, with a complete and specific explanation as to what he/she is requiring clarification. HACSB reserves the right to issue a

revision to the applicable RFP requirements or reject the proposer's request.

- 4.2.2** Proposers must propose services that meet the requirements of the RFP documents. All verbal communications or instructions provided by any HACSB personnel shall only become official and binding when issued as an addendum by the HACSB Procurement Department.

5.0 FORMAT OF PROPOSAL: The proposal shall be submitted in the following manner.

- 5.1 Required Forms:** All forms attached to this RFP document shall be fully completed and submitted as instructed. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloading and completing on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to its original form (for example, signature lines must appear on the page which the line was originally intended).

- 5.2 Tabbed Proposal Submittal:** So that HACSB can properly evaluate the proposals received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted below. Each category must be separated by index dividers. The index dividers must extend so that each tab can be located without opening the proposal and labeled with the corresponding tab reference noted below.

- 5.2.1 Tab 1, Format of Proposal, Proposed Fee Sheets and Proposers Certifications Forms:** These forms are attached hereto Attachment C to this RFP document and must be fully completed and submitted under this tab as part of the submittal.

- 5.2.2 Tab 2, Form HUD Form:**
These Forms are attached hereto as Attachment D to this RFP document and must be fully completed, executed where provide thereon and submitted under this tab as a part of the proposal submittal.

- 5.2.3 Tab 3, Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment E to this RFP document. This Form must be fully completed, executed and submitted under this tab as a part of the submittal by the Proposer and each subcontractor. Also submit the Company Profile under this tab.

- 5.2.4 Tab 4, Evaluation Factors:** The Proposer must submit under this tab a response that addresses each evaluation factor.

- 5.2.4.1 Experience:** Include a list of major job assignments related to the recruitment of Executive Level positions to include name of company/organization, title of position(s), and type of entity. Provide

a brief description and scope of the recruitment process, length of time of the recruitment process and successful results. Include techniques and methodology used as related to staff and management involvement in the process.

5.2.4.2 Project Timeline: Include general timelines with milestones and deliverables from start of engagement through final placement of recommended candidate. An expedited timeline should also be provided.

5.2.4.3 Recruitment Process/Plan/Strategy: Include steps and description of the planned methodology that will be utilized in this project. At a minimum, this shall include recruitment efforts, samples of correspondence, communication tools and materials (brochures) used to attract candidates.

5.2.4.4 STAFFING PLAN: Include a list of staff members that will be assigned to this project, their professional resumes, assigned duties/responsibilities related to this project, and assignments to past projects similar in scope to this RFP.

5.2.5 Tab 5, Client Information: The proposer shall submit three former or current clients, preferably other than HACSB, for whom the proposer has performed similar or like services to those being proposed herein. The list shall, at a minimum, include for each reference:

5.2.5.1 The client's name;

5.2.5.2 The client's current telephone number and address,

5.2.5.3 Description of services provided to the client, and

5.2.5.4 Date of services

6.0 PROPOSAL EVALUATION:

6.1 Proposal Opening Results: Proposals are publicly opened, and the results are generally a matter of public record. When HACSB has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results, HACSB shall notify the successful proposer.

6.1.1 All proposal documents submitted by the proposers are generally a matter of public record unless such information is deemed to be proprietary.

6.2 Evaluation: Each proposal submittal will be evaluated based upon the following information and criteria:

6.2.1 Initial Evaluation-Responsiveness: Each proposal received will first be evaluated for responsiveness (e.g., meeting the minimum requirements as stated in the RFP).

6.2.2 Evaluation-Responsibility: HACSB will conduct an evaluation process, to be determined after submitted proposals have been opened, to determine each proposer’s level of responsibility in providing the services requested in this RFP. HACSB will consider capabilities or advantages that are clearly described in the written proposals and that may be confirmed by oral presentations, site visits, demonstrations, and references contacted by HACSB, at its discretion. All proposals would be evaluated as to their overall value to HACSB.

6.2.3 Restrictions: All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer will be excluded from participation on HACSB’s evaluation panel. Similarly, all persons having ownership interest in and/or contract with a proposer will be excluded from participation on HACSB’s evaluation panel.

6.2.4 Evaluation Criteria: The evaluation panel will use the following criteria to evaluate each proposal:

- 5 Excellent
- 4 Above Average
- 3 Average
- 2 Below Average
- 1 Poor
- 0 Non-Responsive

No.	Points	Weighted Average	CRITERION DESCRIPTION
1	0-5	35%	EXPERIENCE: Demonstrated experience that supports the proposer’s ability to successfully perform the requirements of this RFP and the Scope of Work.
2	0-5	10%	STAFFING PLAN: Level of staffing for this project to include staff assignments, responsibilities defined and demonstrated success with placements similar to this RFP and Scope of Work.
3	0-5	30%	RECRUITMENT PROCESS/PLANS/STRATEGY: The plans, processes and strategies that the respondent intends to use to provide a successful recruitment and placement for this position.
4	0-5	5%	PROJECT TIMELINE: General timeline and milestones for recruitment and expedited alternative timeline.
5	0-5	20%	PRICE PROPOSAL: The amount proposer proposes to charge HACSB.
		100%	Total Points for Criteria

6.2.5 Burden of Proof: If requested by HACSB, it shall be the responsibility of the proposer(s) to furnish HACSB with sufficient data or physical samples, within a specified time, so that HACSB may determine if the goods or services offered conform to the specifications.

6.2.6 Award: Submissions will be evaluated on the criteria stated in the RFP. After evaluation of the responses, the Contract will be awarded to the proposer representing the “Best Value” to HACSB.

6.3 Award of Proposal(s): The successful proposer(s) shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process and any further negotiations, provided his/her proposal is reasonable and within budget, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of HACSB, to the best interests of HACSB to accept the proposal. HACSB reserves the right to award to multiple contractors if it is determined to be in the best interest of HACSB.

7.0 INSURANCE: If a proposer receives an award and unless otherwise waived in the Contract, the Contractor will be required to provide an original Certificate of Insurance confirming the following minimum requirements to HACSB within 10 days of contract signature:

Professional Liability	Required Limits
HACSB and its affiliates must be named as an Additional Insured and be a Certificate Holder. This is required for vendors who render observational services to HACSB such as appraisers, inspectors, attorneys, engineers or consultants	\$1,000,000
Business Automobile Liability	Required Limits
HACSB and its affiliates must be named as an additional insured and as the certificate holder. This is required for any vendor that will be using their vehicle to do work on HACSB properties.	\$500,000 combined Single limit, Per occurrence
Workers Compensation and Employer’s Liability	Required Limits
Workers’ Compensation coverage is Statutory and has no pre-set limits. Employer’s Liability limit is \$500,000. Workers’ Compensation is required for any vendor made up of more than one person. A Waiver of Subrogation in favor of HACSB must be included in the Workers’ Compensation policy HACSB and its affiliates must be a Certificate Holder.	Statutory Employer’s Liability is \$500,000

8.0 ADDITIONAL CONSIDERATIONS:

8.1 Official, Agent and Employees of HACSB Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of HACSB in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor

for any statement, representation or warranty made herein or in any connection with this agreement.

- 8.2 Subcontractors:** Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the HACSB. Also, any substitution of subcontractors must be approved in writing by HACSB prior to their engagement.
- 8.3 Salaries and Expenses Relating to the Successful Proposers Employees:** Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.
- 8.4 Independent Contractor:** Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.
- 8.5 Severability:** If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held invalid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.
- 8.6 Limitation of Liability:** In no event shall HACSB be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.
- 8.7 Indemnity:** The Contractor shall indemnify and hold harmless HACSB and its officers, agents, representatives, and employees from and against all claims, losses, damages, actions, causes of action and/or expenses resulting from, brought for, or on account of any bodily injury or death of an employee of the Contractor, its agent, or its subcontractor of any tier received or sustained by any persons or property growing out of, occurring, or attributable to any work performed under or related to this Agreement, resulting in whole or in part from the negligent acts or omissions of the Contractor, any subcontractor, or any employee, agent or representative of the Contractor or any subcontractor, **AND REGARDLESS OF WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF HACSB. CONTRACTOR ACKNOWLEDGES AND AGREES THAT THIS INDEMNITY CONTROLS OVER ALL OTHER PROVISIONS IN THE AGREEMENT, SURVIVES TERMINATION OF THIS AGREEMENT, AND APPLIES TO CLAIMS AND LIABILITY ARISING OUT OF THE SOLE OR CONCURRENT NEGLIGENCE OF HACSB.**

Contractor shall indemnify and hold harmless HACSB, their agents, consultants and employees from and against any and all property damage claims, losses, damages, costs and expenses relating to the performance of this Agreement, including any resulting loss of use, *but only to the extent caused by the negligent acts or omissions of Contractor*, its employees, sub-subcontractors, suppliers, manufacturers, or other persons or entities for whose acts Contractor may be liable.

ATTACHMENT A

Scope of Work

The search firm should provide the following services as a minimum and will be required to meet with designated HACSB senior staff and may be required to attend one Board meeting to present the results of the search:

1. Assist the Chief Executive Officer (CEO) to develop an ideal candidate profile and strategy for carrying out the recruitment process, involving outreach to encourage applicants from diverse backgrounds to apply. This includes but is not limited to:
 - Review agency priorities and goals, including key initiatives and objectives, organizational structure, client demographics, budget and confer with executive staff and Board panel to identify the appropriate qualities and skill set for the position;
 - Clearly define any special requirements and screening criteria and establish search deadlines and reporting arrangements;
2. Design recruitment strategies, a recruitment brochure, recruitment letters, supplemental application forms and any other materials appropriate for HACSB, using information gathered. They shall also confirm and incorporate an agreed timetable and provide regular updates on the progress.
3. Review resumes for background, credentials and experience followed by telephone interviews to clarify each applicant's experience. Verify information and conduct an initial reference check. Prepare a written summary for the most professionally attractive candidates for the CEO, and Human Resources Manager. In addition, a written summary report shall be provided to the CEO listing all qualified candidates for the position. The executive search firm shall carefully compare the candidates' qualifications against the requirements for the position as approved by the Board of Commissioners.
4. The firm shall on behalf of HACSB, respond to all candidates who apply and shall evaluate finalist candidates by conducting face-to-face personal interviews and in-depth background checks with individuals who are or have been in a position to evaluate the candidates performance on the job.
5. In meeting with the CEO and Human Resources Manager, the executive search firm shall formally present the qualifications of applicants who most closely meet the requirements delineated in the specifications for the position.
6. Finalize a process with the CEO for interviews with the top candidates and coordinate the candidates' participation in those interviews, which may include candidates' participation in interviews with Board Commissioners and executive staff.

7. The firm shall conduct professional reference checks on the top candidates for the position and provide a written final report for the CEO.
8. Notify the rejected applicants.

9. Conduct a one-time additional executive search in accordance with the specifications set forth above at no fee to HACSB if the successful candidate leaves the employment of HACSB within one year of commencement of employment.

Submitted proposals should include information in sufficient detail to address the respondent's ability to perform the services being requested and provide HACSB with enough information to properly evaluate proposals.

**ATTACHMENT B
SAMPLE
PROFESSIONAL SERVICES AGREEMENT
PROFESSIONAL SERVICES AGREEMENT**

This Agreement is entered into as of this _____ between the Housing Authority of the City of San Buenaventura, its directors, officers, agents and other representatives (collectively, "HACSB") and _____ its heirs, successors or assigns, agents, or other representatives ("collectively, Contractor").

RECITALS

Whereas, Contractor possess particular skill and expertise in the area of _____ and performs such services on a consulting basis;

Whereas, HACSB is in need of such services;

Now, therefore, HACSB wishes to engage the services of Contractor subject to the terms and conditions set forth herein:

1. Scope of Consulting Duties. In exchange for the compensation set forth below, Contractor shall provide consulting services outlined in Exhibit A.

2. Reporting. Contractor shall receive direction with regard to consulting services desired from _____ and shall direct all reports, questions or communications to _____ as needed.

3. Timing of Services. Except for meeting any project deadlines and complying with any budget limitations established by HACSB with the agreement of Contractor, Contractor shall set his/her own hours and days of work, and shall be solely responsible for determining the dates, amount and frequency of time spent performing services to HACSB.

4. Compensation. Contractor shall be paid a rate of \$x per hour in hourly fees OR per the Time and Materials Fee Schedule attached as Exhibit B to this contract during which consulting services are rendered pursuant to the terms of this Agreement, with total payment for all services rendered hereunder not to exceed _____ without the prior written approval of HACSB. Contractor shall invoice HACSB for all such services performed by no later than the last business day of each month and shall provide supporting documentation for all such invoicing. HACSB shall pay each invoice by no later than thirty (30) days following receipt of said invoice by check made payable to Contractor. Contractor shall provide appropriate tax identification information to HACSB.

5. Expenses and Equipment. Contractor shall be solely responsible for all personal out-of-pocket expenses (including but not limited to travel charges, mileage, meals, supplies, electronic equipment, business accounts or other personal expenses) incurred in connection with the performance of the duties described hereunder.

6. Staff. Contractor shall have the right to retain staff as necessary to support Contractor's performance of the services contemplated hereunder, without the prior approval of HACSB. Contractor shall inform HACSB of the identity of any such personnel within three (3) business days of retaining such personnel.

7. Compliance with Laws. The Contractor, in its performance of its obligations under this Agreement, shall comply with all laws, ordinances, codes, rules, regulations, licensing, permitting or certification requirements that are applicable to the conduct of the Contractor's business and its performance of the services under this Agreement. If the Contractor performs services contrary to applicable laws, ordinances, codes, rules and regulations, the Contractor shall assume responsibility for such services and shall bear the costs attributable to correction.

8. Term of Agreement. This Agreement will be deemed awarded only after the Agreement has been formally approved and signed by both parties. Contractor will have no authority to start work, no payment will be authorized by HACSB, and HACSB will not be liable for any materials purchased or services rendered by the Contractor prior to the award of the contract. This agreement shall commence on _____, and shall continue until terminated by either party. Upon termination, Contractor shall be entitled to payment in full for all services performed prior to notice of termination.

9. Termination of Agreement. Either party may terminate this Agreement upon ten (10) days' written notice to the other party. HACSB may immediately terminate this Agreement for cause if Contractor fails or refuses to comply with the policies or reasonable directives of HACSB, is guilty of misconduct in connection with performance of his/her services to HACSB, or materially breaches provisions of this Agreement.

10. Assignment. Contractor shall have no right to assign his/her rights and obligations hereunder to any third party. HACSB may assign its rights and obligations under this Agreement to a third party only upon the written approval of Contractor.

11. Scope of Authority. Contractor has no authority to take action outside the scope of the duties described above on behalf of HACSB without the prior approval of HACSB, and may not hold him/herself out as having such authority. Neither party has the right to bind the other party to any agreement with a third party or to incur any obligation or liability on behalf of the other party.

12. Confidentiality. Contractor acknowledges that during the engagement he/she will have access to and become acquainted with various trade secrets, inventions, innovations, member records or information, processes, information, records, data and ideas by HACSB and/or used by HACSB in connection with the operation of its business. Contractor agrees that he/she will not disclose any of this property or information, directly or indirectly, or use any of it in any manner for the benefit of him/herself or for any third party, either during the term of this Agreement or at any time thereafter, except as required in the course of his/her provision of services to HACSB. All customer records or information, business records or information, files,

records, documents, letters, notes, media lists, original artwork and similar items relating to the business of HACSB, whether prepared by Contractor or otherwise coming into his/her possession, shall remain the exclusive property of HACSB. Upon the termination of this Agreement, or whenever requested by HACSB, Contractor shall immediately deliver to HACSB all such property, information, and other items in his/her possession or under her control. Contractor further agrees that he/she will at all times preserve the confidential nature of his/her relationship to HACSB and of the services hereunder.

13. Conflicts of Interest. Contractor represents that he/she is free to enter into this Agreement and that this engagement does not violate the terms of any agreement between Contractor and any third party. During the term of this agreement, Contractor shall perform the required duties in a timely and productive manner. Contractor is expressly free to perform services for other parties while performing services for HACSB, as long as such provision of services does not impair Contractor's ability to perform his/her duties to HACSB or pose a conflict of interest or breach of confidentiality for HACSB, in HACSB's sole discretion.

14. Independent Contractor. This Agreement shall not render Contractor an employee, partner, agent of, or joint venture with HACSB for any purpose. Contractor is and will remain at all times an Independent Contractor in his/her relationship to HACSB. Contractor shall not be eligible for and shall have no claim against HACSB hereunder or otherwise for vacation pay, sick leave, retirement benefits, social security, worker's compensation, health or disability benefits, unemployment insurance benefits, tax liability or employee benefits of any kind.

15. Taxes. HACSB shall not be responsible for withholding taxes with respect to Contractor's compensation hereunder. As an independent contractor, Contractor shall be solely responsible for the payment of any and all taxes charged by any federal, state or local taxing authority as a result of Contractor's work performed or compensation paid pursuant to this Agreement. Contractor shall indemnify and hold harmless HACSB from any and all such tax liabilities.

16. Licenses and Insurance. As an independent contractor, Contractor shall be solely responsible for determining and obtaining all personal or business licenses and insurance necessary for him/her to lawfully and safely perform the duties contemplated hereunder, including without limitation general liability insurance, errors and omissions insurance, professional liability insurance, medical insurance, disability insurance, workers' compensation insurance, business tax license and driver's license as needed.

17. Choice of Law. The laws of the state of California shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights and duties of the parties hereto.

18. Arbitration. Any controversies arising out of this Agreement or its interpretation shall be resolved by arbitration in accordance with the provisions of the California Arbitration Act, section 1280 et seq. of the California Code of Civil Procedure. If the parties are unable to agree on a neutral arbitrator, then each party shall select one person, who shall then choose a third impartial arbitrator whose decision shall be final and conclusive on both parties. The parties shall

share the fees and costs of arbitration on a 50/50 basis, except that each party shall bear its respective attorneys' fees and costs arising in any dispute under this Agreement. Venue for such arbitration shall be in Ventura County, California unless otherwise mutually agreed between the parties.

19. Waiver. Waiver by one party hereto or breach of any provision of this Agreement by the other shall not operate or be construed as a continuing waiver.

20. Notices. Any and all notices, demands, or other communications required or desired to be given hereunder by any party shall be in writing and shall be validly given or made to another party if personally served, or if deposited in the United States mail, certified or registered, postage prepaid, return receipt requested. If such notice or demand is served personally, notice shall be deemed constructively made at the time of such personal service. If such notice, demand or other communication is given by mail, such notice shall be conclusively deemed given five days after deposit thereof in the United States mail addressed to the party to whom such notice, demand or other communication is to be given as follows:

If to Contractor:

If to HACSB:

xxxxxx

995 Riverside Street

Ventura, CA 93001

Telephone: (805) 648-5008 ext. xxxxx

Any party hereto may change its address for purposes of this paragraph by written notice given in the manner provided above.

21. Modification or Amendment. No amendment, change or modification of this Agreement shall be valid unless it is in writing signed by the parties hereto.

22. Attorneys' Fees and Costs. In the event any dispute or claim arises out of this Agreement, the prevailing party shall be entitled to recover its reasonable fees and costs from the other party.

23. Standard of Care. The Contractor and its employees, subcontractors, and other persons or entities performing portions of the services for or on behalf of the Contractor, shall

perform all services in a manner consistent with the standard of professional skill and care under California law, applicable to those who specialize in providing such services, under circumstance similar to that of the services which are the subject of this Agreement.

24. Indemnification. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless, and at Owner's request defend, the Owner and its officers, directors, employees, and agents, from and against claims, liabilities, damages, losses, costs, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the services, failure to perform the services or condition of the services, to the extent caused in whole or in part by the negligent acts or omissions of the Contractor, a subconsultant, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. The provisions of this Section shall survive the expiration or termination of this Agreement.

25. Ownership of Work Product. All documents, reports, surveys, materials, architectural and engineering drawings, and specifications ("Work Product") developed or assembled by the Contractor in connection with this Agreement shall be the exclusive property of the Owner. The Owner shall own all of the right, title and interest, in and to the Work Product including without limitation, all trademarks, copyrights, trade secrets, patents, and any and all other intellectual property rights. The Owner shall have the unrestricted right to use and disclose the Work Product in any manner and for any purpose related to the Project without payment of further compensation to the Contractor. The Owner shall have the rights granted in this Section regardless of whether this Agreement is terminated early or Contractor fully performs its services under this Agreement. The Owner shall have access to the Work Product in whatever form at all times during the term of this Agreement. Any Work Product in the possession of the Contractor upon completion or termination of this Agreement shall be delivered to the Owner promptly upon payment to the Contractor for services rendered in accordance with this Agreement prior to termination or completion. Copies of the Work Product including reproducible copies may be retained by the Contractor but the Contractor warrants that the Work Product shall not be made available by the Contractor to any person or entity for use without the prior approval of the Owner other than in connection with the Project.

26. Nondiscrimination. There shall be no discrimination against or segregation of any person, or group of persons, on account of race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability in the performance of this Agreement. Contractor will ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, creed, national origin or ancestry, sex, gender identity, age, marital or domestic partner status, sexual orientation or disability. 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; selection for training, including apprenticeship; and provision of any services or accommodations to clients or the general public.

27 Entire Understanding. This document and any exhibit attached constitute

the entire understanding and agreement of the parties, and any and all prior agreements, understandings, and representations are hereby terminated and canceled in their entirety and are of no further force and effect.

28. Unenforceability of Provisions. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

29. Knowing and Voluntary Execution. HACSB and Contractor agree that each party has the authority to enter into this agreement, and that each party does so knowingly and voluntarily and with full understanding of its terms.

IN WITNESS WHEREOF the undersigned have executed this Agreement as of the date(s) reflected below. The parties hereto agree that facsimile signatures shall be as effective as if originals.

Date: _____ **Housing Authority of the City of San Buenaventura.**

By: xxxxxxxxxxxxxxxx

Its: xxxxxxxxxx

Date: _____ _____

By:

Its:

Attachment C

FORMAT OF PROPOSAL

(This Form must be fully completed and placed under Tab No. 1 of the “hard copy” tabbed proposal submittal.)

Item = Included	Submittal Items
	Tab 1 Format of Proposal
	Tab 2 HUD Form
	Tab 3 Profile of Firm Form
	Tab 4 Evaluation Factors
	Tab 5 Client Information

Instructions: Unless otherwise specifically required, the items listed below must be completed and included in the proposal submittal. Please complete this form by marking an “X,” where provided, to verify that the referenced completed form or information has been included within the “hard copy” proposal submittal submitted by the proposer.

Proposal Fee Sheet

Total Cost: \$ _____

Addendum #1 _____ Date _____

Addendum #2 _____ Date _____

Addendum #3 _____ Date _____

Proposer's Certification

By signing below, Proposer certifies that the following statements are true and correct:

1. He/she has full authority to bind Proposer and that no member of Proposer's organization is disbarred, suspended or otherwise prohibited from contracting with any federal, state or local agency,
2. Items for which Proposals were provided herein will be delivered as specified in the Proposal,
3. In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.
4. Proposer agrees that this proposal shall remain open and valid for at least a period of 90 days from the date of the Proposal Opening and that this Proposal shall constitute an offer, which, if accepted by HACSB and subject to the terms and conditions of such acceptance, shall result in a contract between HACSB and the undersigned Proposer,
5. He/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with this Proposal,
6. Proposer, nor the firm, corporation, partnership, or institution represented by the Proposer, or anyone acting for such firm, corporation or institution has violated the antitrust laws of the State of California or the Federal Antitrust laws, nor communicated directly or indirectly the Proposal made to any competitor or any other person engaged in such line of business,
7. Proposer has not received compensation for participation in the preparation of the specifications for this RFP,
8. Non-Collusive Affidavit: The undersigned party submitting this Proposal hereby certifies that such Proposal is genuine and not collusive and that said Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any Proposer or person, to put in a sham Proposal or to refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person, to fix the Proposal price of affiant or of any other Proposer, to fix overhead, profit or cost element of said Proposal price, or that of any other Proposer or to secure any advantage against HACSB or any person interested in the proposed contract; and that all statements in said Proposal are true
9. Lobbying Prohibition: The Contractor agrees to comply with Section 1352 of Title 31, United States Code which prohibits the use of Federal appropriated funds to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with 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; or the modification of any Federal contract, grant, loan, or cooperative agreement.

Submitted by: _____

Date: _____

(Signature)

(Printed name and title)

(Business address)

(Phone)

(E-mail)

(Seal if by Corporation)

Attachment D

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2
MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

The following contract clauses are required in contracts pursuant to **24 CFR 85.36(i) and Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act**. HUD is permitted to require changes, remedies, changed conditions, access and records retention, suspension of work, and other clauses approved by the Office of Federal Procurement Policy. The PHA and contractor is also subject to other Federal laws including the U.S. Housing Act of 1937, as amended, Federal regulations, and state law and regulations.

Examination and Retention of Contractor's Records. The PHA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until three 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.

Right in Data and Patent Rights (Ownership and Proprietary Interest). The PHA 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 the Contract.

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.

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.

TABLE 5.1 of HUD Procurement Handbook 7460.8 REV 2
MANDATORY CONTRACT CLAUSES FOR SMALL PURCHASES OTHER THAN CONSTRUCTION

Termination for Cause and **for Convenience (contracts of \$10,000 or more)**. (a)The PHA may terminate this contract in whole, or from time to time in part, for the PHA's convenience or the failure of the Contractor to fulfill the contract obligations (cause/default). The PHA 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: (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the PHA all information, reports, papers, and other materials accumulated or generated in performing the contract, whether completed or in process.

(b)If the termination is for the convenience of the PHA, the PHA 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 (cause/default), the PHA may (1) require the Contractor to deliver to it, in the manner and to the extent directed by the PHA, any work described in the Notice of Termination; (2) 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 PHA; and (3) withhold any payments to the Contractor, for the purpose of set-off or partial payment, as the case may be, of amounts owned by the PHA by the Contractor. In the event of termination for cause/default, the PHA shall be liable to the Contractor for reasonable costs incurred by the Contractor before the effective date of the termination. Any dispute shall be decided by the Contracting Officer.

Attachment E

PROFILE OF FIRM FORM (Page 1 of 2)

(1) Prime _____ Joint Venture/Partner _____ Sub-contractor _____ (This form shall be completed by and for each).

(2) Name of Firm: _____ Telephone _____ Fax: _____

(3) Street Address, City, State, Zip: _____

(4) Identify Principals/Partners in Firm:

NAME	TITLE	% OF OWNERSHIP

(5) Please indicate the operating structure of your company:

- Publicly Held Corporation
 Privately Held Corporation
 Government Agency
 Non-Profit Organization
 Partnership
 Sole Proprietorship

(6) Proposer's Diversity Statement: You must check all of the following that apply to the ownership of this firm and enter where provided the correct percentage (%) of ownership of each:

Minority- (MBE), or Woman-Owned (WBE) Business Enterprises qualify by virtue of 51% or more ownership and active management by one or more of the following:

- African American _____%
 **Native American _____%
 Hispanic American _____%
 Asian/Pacific American _____%
 Hasidic Jew _____%
 Asian/Indian American _____%

- Woman-Owned (MBE) _____%
 Woman-Owned (Caucasian) _____%
 Disabled Veteran _____%
 Caucasian American (Male) _____%
 Other (Specify): _____%

(7) Is the business 51% or more owned by a public housing resident? Yes _____ No _____ If yes, provide name and address of the public housing development:

Development Name: _____

Development Address: _____ City: _____

PROFILE OF FIRM FORM (Page 2 of 2)

- (8) Federal Tax ID Number _____
- (9) Has your firm or any member of your firm been a party to litigation with a public entity? If yes, when, with whom and state the circumstances and any resolution.
- (10) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the City of San Buenaventura or its affiliated entities? If yes, when and state the circumstances and any resolution of the lawsuit.
- (11) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? If yes, when and state the circumstances and any resolution of the matter.
- (12) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (13) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of H A C S B ? Yes No

Initials _____

If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

- (14) Verification Statement: The undersigned Offerer hereby states that by completing and submitting this form he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and agrees that if the HACSB discovers that any information entered herein is false, that shall entitle the HACSB to not consider nor make award or to cancel any award with the undersigned party.

Initials _____

- (15) In performing this contract, the contractor(s) shall comply with any and all applicable federal, state or local laws including but not limited to: Occupational Safety & Health, Equal Employment Opportunity, Immigration and Naturalization, The Americans with Disabilities Act, State Tax and Insurance Law, and the Fair Housing Act.

Initials _____

Signature _____ Date _____ Printed Name _____ Company _____

Company Profile

Company Name _____

Headquarters Location: _____

Field Office Locations _____

Business Specialty of Focus _____

Number of Full Time Staff _____

Founding Date and Brief History _____

Previous Housing Authority Experience: Yes _____ No _____

List of Authorities:
