

# REQUEST FOR PROPOSALS

RFP # 19-011

## HOUSING AUTHORITY MANAGEMENT SOFTWARE



**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\*\*](mailto:jbrown@santa-ana.org)

### KEY RFP DATES

Issue Date:	Friday,	February 1, 2019	
Deadline to Submit Questions:	Friday,	February 15, 2019	at 5:00 P.M.
Response Posted on City Website:	Friday,	February 22, 2019	at 5:00 P.M.
Proposal Due Date:	Thursday,	February 28, 2019	at 3:00 P.M.

**NOTICE INVITING PROPOSALS**

NOTICE IS HEREBY GIVEN that proposals will be received from qualified firms to provide **Housing Authority Management Software for the Housing Authority of the City of Santa Ana (CA093)**. **Responses to this Request for Proposals (RFP) will be accepted until Thursday, February 28, 2019 at 3:00 P.M.** If further information is required, please contact Judson Brown, Housing Division Manager, at (714) 667-2241 or [jbrown@santa-ana.org](mailto:jbrown@santa-ana.org).

**MAILED, DELIVERED BY HAND or COURIERED** proposals will be accepted as follows:

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

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](mailto:Jbrown@santa-ana.org).

**The receiving time at the Front Desk of the City of Santa Ana, Community Development Agency, 6<sup>th</sup> Floor, 20 Civic Center Plaza, Santa Ana CA 92701 will be the governing time for the receipt of proposals. Late Proposals will NOT be considered and will be returned to the proposer unopened.**

**TELEGRAPHIC, ELECTRONIC AND FACSIMILE PROPOSALS WILL NOT BE ACCEPTED**

**ONLY SEALED RFP RESPONSES ARE ACCEPTABLE**

**DO NOT E-MAIL RFP RESPONSES**

**DO NOT FAX RFP RESPONSES**



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

	<b><u>PAGE</u></b>
I. INTRODUCTION	4
II. PERIOD OF CONTRACT	4
III. SCOPE OF WORK / SERVICES	4
IV. GENERAL INFORMATION	5
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	7
XI. MINIMUM QUALIFICATIONS	7
XII. SUBMITTAL REQUIREMENTS	7
XIII. CONTRACTOR SELECTION – PROPOSALS AND EVALUATION	8
XIV. PUBLIC RECORDS	9
XV. FILING A PROTEST	9
EXHIBIT A SCOPE OF SERVICES	11
EXHIBIT B PROPOSERS STATEMENT AND FEE SCHEDULE	14
EXHIBIT C ADDITIONAL INSURED ENDORSEMENT FOR COMMERCIAL GENERAL LIABILITY AND BUSINESS AUTOMOBILE POLICIES	15
EXHIBIT D REFERENCES AND RELEVANT WORK HISTORY	16
EXHIBIT E PROPOSAL AND CONTRACT AGREEMENT – PROPOSERS STATEMENT	18
EXHIBIT F PROPOSAL AND CONTRACT AGREEMENT – CERTIFICATION OF NONDISCRIMINATION BY CONTRACTOR	19
EXHIBIT G NON-COLLUSION AFFIDAVIT	21



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

**I. INTRODUCTION**

The Housing Authority of the City of Santa Ana (CA093) is issuing this Request for Proposals (RFP) for Housing Authority Management Software from professional public housing authority housing software providers to provide housing management software services. The scope of work may include any and all work efforts related to the housing software per EXHIBIT A – SCOPE OF SERVICES.

**II. PERIOD OF CONTRACT**

Unless earlier terminated as allowed for in the Agreement, agreement term shall be for a period of three (3) years. The agreement term is anticipated to commence after City Council / Housing Authority award of this agreement and upon receipt and approval of all required insurance documents.

**III. SCOPE OF WORK / SERVICES**

The scope of work may include any and all work efforts related to the **Housing Management Software** per **EXHIBIT A – SCOPE OF SERVICES**

The Contractor shall be capable of providing experienced, knowledgeable and professional staff. The Contractor shall be responsive and maintain excellent working relationships with city residents, businesses, government officials and City staff. The Contractor shall provide adequate staffing levels at all times and adhere to established schedules. The Contractor shall be knowledgeable of and comply with federal, state and local regulations, including but not limited to:

- The Contractor must be thoroughly familiar with the application areas specified and have an installed base of customers currently using the proposed products.
- The Contractor shall have the staff, technical and financial resources to reliably install and support the proposed system.
- The Contractor shall thoroughly document its experience in the Housing Choice Voucher Program and financial software, as well as, the qualifications of staff who will be assigned to this project and its financial resources.

#### **IV. GENERAL INFORMATION**

- A. The term of the contract will begin after the contract is awarded by the City Council / 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).

#### **V. 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.

#### **VI. 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.

## **VII. 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).

## **VIII. 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, no later than Friday, February 22<sup>nd</sup>, 2019 at 5:00 p.m. Significant interpretations or clarification will be made by an addendum to this RFP, which will be posted to the website. Addenda may become part of the agreement documents.

## **IX. 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.

## **X. 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.

## **XI. 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.

## **XII. 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 25 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 of the components of housing management software proposed and the services to be provided to meet the requirements of Exhibit A. Identify any resources expected to be provided by the Housing Authority, including their roles and responsibilities. Provide a detailed project plan that includes activities, deliverables and a responsibility matrix. List the technical requirements for the system.
  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 housing management software services, which your firm or personnel have completed within the last five (5) years. Information should include project description, year completed, 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): Software purchases or subscription costs, hardware costs, ongoing support costs, professional services costs for project management, implementation, interfaces, data migration, training, etc. In addition, 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 10 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:

- **Six (6) copies** of the response to the RFP shall be signed by a company official with the power to bind the company.
- **One (1) copy** of the submittal on a USB Flash Drive or equivalent.
- 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.

**XIII. CONTRACTOR SELECTION – SCORING AND EVALUATION**

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

<b>EVALUATION CRITERIA</b>
<b>Qualifications &amp; Company Experience</b>
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)
<b>SUB TOTAL (Max. 35 Points)</b>
Overall Quality and Depth of Proposal
Quality and organization of proposal (Max. 15 Points)
Completeness of proposal (Max. 15 Points)
<b>SUB TOTAL (Max. 30 Points)</b>
<b>Fee Schedule</b>
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)
<b>SUB TOTAL (Max. 35 Points)</b>
<b>GRAND TOTAL (Max. 100 Points)</b>

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.

**XIV. 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. Submit your request to Judson Brown, Housing Division Manager, at [jbrown@santa-ana.org](mailto:jbrown@santa-ana.org).

**XV. 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

### HOUSING AUTHORITY OF THE CITY OF SANTA ANA REQUEST FOR PROPOSALS (RFP) FOR HOUSING AUTHORITY MANAGEMENT SOFTWARE

#### SCOPE OF SERVICES

##### **I. INTRODUCTION**

The Housing Authority of the City of Santa Ana (“SAHA”) has issued this Request for Proposals (RFP) to solicit proposals from qualified providers for a Housing Management Software system including ongoing maintenance and support, implementation design and planning, and software implementation. The software should include housing authority-specific modules fully capable of supporting SAHA’s programs. The software must clearly demonstrate the ability to conform to all requirements of the Housing Choice Voucher Program, Project-Based Voucher Program, Family Self-Sufficiency Program, and to all requirements of the U.S. Department of Housing and Urban Development (HUD), and to Generally Accepted Accounting Principles (GAAP) services.

##### **II. Scope of Work**

The Santa Ana Housing Authority is a mid-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 2,699 Housing Choice Vouchers (Section 8. We also have a Project-Based Voucher Program, Family Self Sufficiency Program, and we administer Mainstream Vouchers and Veterans Affairs Supportive Housing vouchers. 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.

The Authority currently utilizes multiple servers on a city-wide network. Workstations are running Windows 7. The current software used by the Authority is Yardi Software.

There are approximately 15 users on the system presently. The firm will include in their bid all necessary materials, equipment and labor to provide a fully integrated, management system, with a multi-user environment.

It is the Santa Ana Housing Authority’s objective to administer all Authority services into the system. The system needs to support the needs of all Programs and provide data to support all forms of administration of the Housing Choice Voucher Program.

1. **Housing Management Software System** – The contractor will provide a complete system with ongoing maintenance and support services that meets the requirements established by this RFP. The software selected will manage the following functions of SAHA. SAHA-specific module descriptions we are interested in:

<ul style="list-style-type: none"> <li>• Waiting List</li> <li>• Housing Choice Voucher Program</li> <li>• Rent Reasonableness</li> <li>• Report Generation</li> <li>• Letter and Packet Generation</li> <li>• HCV Program Grant Management</li> <li>• PIC File Generation</li> <li>• Scanning and Paperless Capabilities</li> <li>• Bank Reconciliation</li> <li>• Project Based Vouchers for HCV</li> </ul>	<ul style="list-style-type: none"> <li>• HQS Inspections/HQS Mobile</li> <li>• UPCS Inspections/UPCS Mobile</li> <li>• Online Applications</li> <li>• Applicant Portal</li> <li>• Landlord Portal</li> <li>• Participant Portal</li> <li>• Document Imaging</li> <li>• Accounts Receivable</li> <li>• Accounts Payable</li> </ul>
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2. **Implementation Planning and Design Services** – The contractor will provide a team of implementation experts who will work with SAHA to determine in detail how the housing management software system will be used at SAHA to meet the project goals and system requirements. The planning and design phase will determine which modules are used and how each specific module will be used to optimize workflow and process improvements. The phase will also review the order and sequence of implementation for each module, what efforts including staffing and training will be necessary to implement each module, how connections to other systems will be designed, what data will be stored in the system, what historical data will be imported, etc. The bidder will be required to submit a fixed fee proposal for the Implementation Design and Planning Phase. The proposal should spell out assumptions and expected estimate of effort.

3. **Implementation Services** – The contractor will provide implementation and related services necessary to install the new software, data conversion and testing, train staff, etc. SAHA has an expectation that all end-users will be trained by the contractor, and will not implement a “train-the-trainer” approach.

#### **Housing-Related Applications**

- Housing Choice Voucher Program
- Waiting List, including Project-Based Voucher Site-Based Waiting Lists
- Family Self Sufficiency
- Special Purpose Vouchers (VASH, Mainstream)
- HUD Reporting through PIC and VMS
- HQS Inspections/HQS Handheld
- UPCS Inspections/UPCS Handheld
- Utility Allowance and Payment Standards
- Tenant Accounts Receivable Billing
- Letter Generation
- Scanning and Paperless File Capabilities

#### **Financial Applications**

- Accounts Payable
- Accounts Receivable
- Budgeting and Financial Forecasting
- Financial Reports
- HUD PHAS Reporting including Financial Data Schedule (FDS)
- Bank Reconciliation

**TO BE INCLUDED IN PROPOSAL**

**EXHIBIT B**

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

**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 list of professional software services and forms that the firm has provided and can provide to the Housing Authority, along with a proposed fee schedule.

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

**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**

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

List and describe fully the contracts performed by your firm which 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:** \_\_\_\_\_ **Contract Individual:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_  
**Contract Amount:** \_\_\_\_\_ **Year:** \_\_\_\_\_  
**Description of PHA Software services provided:** \_\_\_\_\_

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**Reference No. 2**

**Customer Name:** \_\_\_\_\_ **Contract Individual:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_  
\_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_  
**Contract Amount:** \_\_\_\_\_ **Year:** \_\_\_\_\_



**Description of PHA Software services provided:** \_\_\_\_\_

**Reference No. 3**

**Customer Name:** \_\_\_\_\_ **Contract Individual:** \_\_\_\_\_

**Address:** \_\_\_\_\_ **Phone Number:** \_\_\_\_\_

\_\_\_\_\_ **Facsimile Number:** \_\_\_\_\_

**Contract Amount:** \_\_\_\_\_ **Year:** \_\_\_\_\_

**Description of PHA Software services provided:** \_\_\_\_\_

**TO BE INCLUDED IN PROPOSAL**

**EXHIBIT E**

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

**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.

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FIRM

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SIGNED AND PRINTED NAME

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TITLE

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DATE

**TO BE INCLUDED IN PROPOSAL**

**EXHIBIT F**

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

**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.

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FIRM

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SIGNED AND PRINTED NAME

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TITLE

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DATE

**TO BE INCLUDED IN PROPOSAL**

**EXHIBIT G**

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

**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