



HOUSING AUTHORITY
of the County of Riverside

REQUEST FOR PROPOSAL #Hear2010

for

INFORMAL HEARINGS

Issue Date: Wednesday, **June 30, 2010**

Due Date: Thursday, **July 15, 2010 at 5:00pm**

Housing Authority of the County of Riverside
5555 Arlington Avenue
Riverside, CA 92504
951.343.5403

Table of Contents

Section	Subject	Page No.
1.0	Purpose	3
2.0	Instructions to Bidders	3
3.0	Scope of Services	3
4.0	Work Product	3
5.0	Timeline	3
6.0	Period of Performance	4
7.0	Proposal Submittal	4
8.0	General Requirements	4
9.0	Required Format of Proposals	4
	Other Terms and Conditions	7
10.0	Insurance	7
11.0	Hold Harmless/Indemnification	9
12.0	Compensation	10
13.0	Invoicing	10
14.0	Independent Contractor Status	10
15.0	Conflict of Interest	11
16.0	Evaluation Criteria	11
17.0	Evaluation Process	11
18.0	Interpretation of RFP	11
19.0	Contractual Development	12
20.0	EDD Reporting Requirements	12
21.0	Cancellation of Procurement Process	12
Exhibit A	Scope of Services	13
Exhibit B	Proposal Cover Page	15
Exhibit C	Cost/Fee Proposal	16

Section 1.0 PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit bids to be on retainer to perform informal hearings on an as needed basis, all functions as identified in the Housing Authority's Administrative Plan for the Housing Choice Voucher Program and the Statement of Policies for Affordable Public Housing in accordance with the Housing and Urban Development (HUD) Code of Federal Regulations (CFR) Title 24, Sections 966.4, 982.551, 982.552 and/or 982.553.

Section 2.0 INSTRUCTIONS TO PROPOSERS

1. Proposal Submission Address: Housing Authority of the County of Riverside, Attention: Anita Rhodes, #Hear2010, 5555 Arlington Avenue, Riverside, CA 92504.
2. Prices/Notations: All prices/notations must be typewritten or written in ink. No erasures permitted. Mistakes shall be crossed out, corrections made adjacent and initialed by person signing document.
3. Period of firm pricing: Unless stated otherwise elsewhere in this document, prices shall be firm for 120 days after closing date.
4. Method of Award: The Housing Authority reserves the right to reject any or all offers, to waive any discrepancy or technicality, and to make award in any manner determined by the Housing Authority to be most advantageous to the Housing Authority. The Housing Authority recognizes that prices are only one of several criteria to be used in judging an offer and the Housing Authority is not legally bound to accept the lowest offer.
5. Return of Bid/Closing Date/Return to: Proposal shall be delivered to the address above by 5:00 pm on **July 15, 2010**. Responses not received by the Housing Authority by the closing date and time indicated above will not be accepted. The closing date and time and the RFP number referenced above shall appear on the outside of the sealed envelope. **A duly executed and signed copy of Exhibit B of this proposal document must accompany your response.** The Housing Authority will not be responsible for and will not accept late proposals due to delayed mail delivery or courier services.

Section 3.0 SCOPE SERVICES

Contractor agrees to be on retainer to perform, on an as needed basis, all functions as identified in the Housing Authority's Administrative Plan for the Housing Choice Voucher Program and the Statement of Policies for Affordable Public Housing as delineated on Attachment A attached hereto and by this reference made a part hereof.

Section 4.0 WORK PRODUCT

All reports rendered to the Housing Authority are the exclusive property of the Housing Authority and subject to its use and control.

Section 5.0 TIMELINE

1. Release of Request for Proposal: **Wednesday, June 30, 2010**
2. Deadline for Proposals: **Wednesday July 15, 2010 5:00 pm**
3. Approximate Date for Awarding Contract: **Wednesday, July 29, 2010**

Section 6.0 PERIOD OF PERFORMANCE

The period of performance shall be for at total of **four (4) years**. **The initial period of performance shall commence August 1, 2010 through June 30, 2011, with three one-year options to extend** with no obligations by the Housing Authority to purchase any specified amount of services.

Section 7.0 PROPOSAL SUBMITTAL

All proposals shall be signed by an authorized agent and placed in a sealed envelope clearly marked "Contractor Proposal." The submitted proposal shall be prepared as a single bound document. **One (1) original and four (4) copies shall be submitted. Faxed submittals will not be accepted.**

ALL PROPOSALS MUST BE SENT TO: Housing Authority of the County of Riverside
Attention: Anita Rhodes, #Hear2010
5555 Arlington Avenue
Riverside, CA 92504-2506

Section 8.0 GENERAL REQUIREMENTS

All proposals must be submitted in accordance with the standards and specifications contained within this Request for Proposal (RFP) and must contain a cover page with a certification of intent to meet the requirements specified.

The cover page of a responsive bid must be signed appropriately and completed with the date, company name, and name and title of a company officer/owner authorized to sign on behalf of the company.

The Housing Authority reserves the right to waive, at its discretion, any irregularity, which the Housing Authority deems reasonably correctable or otherwise not warranting rejection of the proposal.

The Housing Authority shall not pay any cost incurred or as associated in the preparation of this or any proposal for participation in the procurement process.

Proposals must be typed uniformly on letter size (8 ½ "X 11") sheets of white paper, single sided, each section clearly titled, with tabs A-J, and each page clearly and consecutively numbered. Proposals must be clean and suitable for copying. Proposals must be specific unto themselves. For example, "See enclosed Manual" will not be considered an acceptable proposal.

Late proposals will not be accepted. Postmarks **will not** be accepted in lieu of this requirement. Proposals submitted to any other County office or Housing Authority office will be rejected. Faxed or e-mailed proposals **will not** be accepted.

Section 9.0 REQUIRED FORMATS OF PROPOSALS

Proposals must contain the following sections:

- A. Table of Contents
- B. Proposals Cover Page
- C. Company Profile
- D. Description of Services
- E. Cost/Fee Proposal

- F. Credentials/Resumes
- G. References
- H. Evidence of Insurability/Insurance/Licenses
- I. Clarification, Exception or Deviations
- J. Financial Statement

A. Table of Contents

Section A will be a comprehensive table of contents of material identified by sequential page numbers and by section reference numbers.

B. Proposal Cover Page

Section B must have a letter of introduction accompanied by the "Proposal Cover Page" that must be signed by an authorized representative.

C. Company Profile

Section C is designed to establish the proposer as an entity with the ability and experience to provide the informal hearing services as specified in the RFP. The following information must be provided:

- a. Company Hierarchy
President, Vice President, Company Officers, etc
- b. Company overview of service or activities performed
History of firm – Included a brief history of the firm
Founding date (month and year)
Firm size – staff and client base
- c. Location of the office from which the work under this contract will be provided and the staff allocation at the office.

D. Description of Services

Section D must include a detailed description of the services to be rendered, including but not limited to the following:

1. A written general understanding to the requirements in the scope of services as detailed in this RFP, including:
 - a. Provide a work plan or description of how the work will be performed.
 - b. Describe how the interaction between your firm and the Housing Authority will take place to ensure that the work is performed and reported in an accurate and timely manner.
2. The name of the project manager and a list of personnel to be assigned to the project and their roles and qualifications.
3. Describe your firm's approach to resolving problems that may be encountered in the field.
4. Time of work – Detail time frame and in what phases.

E. Cost/Fee Proposal

Section E must provide costs for services as required in Scope of Services. Proposals must include details of all costs and any one-time or on-going costs plus a detailed cost structure.

F. Credentials/Resumes

In Section F, Credentials/Resumes of the person(s) responsible for administering or providing the services must be attached to the proposal. Identify the project manager and include his/her position, responsibilities, qualification/experience, and a copy of his/her certification if applicable. Also include project manager's e-mail address, telephone, fax, and cell phone numbers.

Bidder shall specifically provide the following information on all employees to be providing service:

1. Name, address and phone number
2. Description of education
3. General experience
4. Experience or education related to the RFP project
5. Letters of reference if available
6. Any other information which will assist in evaluating qualifications (such as certification in mediation, arbitration, length and level of experience).

G. References

In Section G, Proposer shall submit present and past performance information with a minimum of three (3) references within the last year. Each reference shall include a current point of contact and a phone number, date of original contract, completion date of contract (if applicable) and a description of services rendered. References shall be formulated so that they clearly correlate performance with the requirements of this RFP.

H. Evidence of Insurability /Insurance/Applicable Licenses

In Section H, bidder shall submit evidence of all required insurance. The bidder shall certify to the possession of any and all current required licenses. Do not purchase additional insurance until this bid has been awarded.

I. Clarification, Exceptions, or Deviations

In Section I, Bidder shall describe any exception or deviation from the requirements of this RFP. Each clarification, exception, or deviation must be clearly identified. If your firm has no clarification, exception or deviation, a statement to that effect shall be included in the proposal.

J. Financial Statement

In Section J, Bidder must submit a financial statement of its business that is dated no more than twelve (12) months prior to the date of the proposal submission and cover a

period of as least one (1) year. This statement should clearly identify the financial status and condition of the bidder's entire business entity.

OTHER TERMS AND CONDITIONS

Section 10.0 INSURANCE

Without limiting or diminishing the CONTRACTOR'S obligation to indemnify or hold the Housing Authority harmless, CONTRACTOR shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage during the term of this Agreement.

A. Workers' Compensation

If the CONTRACTOR has employees as declined by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than **\$1,000,000** per person per accident. The policy shall be endorsed to waive subrogation in favor of the Housing Authority of the County of Riverside, and, If applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.

B. Commercial General Liability:

Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of CONTRACTOR'S performance or its obligations hereunder. Policy shall name the Housing Authority of the County of Riverside, its directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.

C. Vehicle Liability:

If CONTRACTOR'S vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then CONTRACTOR shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than **\$1,000,000** per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) time the occurrence limit. Policy shall name the Housing Authority of the County of Riverside, its directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.

D. Professional Liability Insurance:

CONTRACTOR shall maintain Professional Liability Insurance providing coverage for the CONTRACTOR'S performance of work included within this Agreement, with a limit of liability of not less than **\$1,000,000** per occurrence and **\$2,000,000** annual aggregate. If CONTRACTOR'S Professional Liability Insurance is written on a claims made basis rather than an occurrence basis, such insurance shall continue through the term of the Agreement and CONTRACTOR shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also known as Tail Coverage); or 2) Prior Dates Coverage from new insurer with a retroactive date back to the date of, or prior to, the inception of this Agreement; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has maintained continuous coverage with the same or original insurer. Coverage provided under items 1),

2), or 3) will continue for a period of five (5) years beyond the termination of this Agreement.

E. General Insurance Provisions – All Lines:

- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an AM BEST rating of not less than A, unless such requirement for a particular insurer, such waiver is only valid for that specific insurer and only for one policy term.
- 2) The CONTRACTOR'S insurance carrier(s) must declare its insurance deductibles or self-insured retentions. If such deductibles or self-insured retentions exceed **\$500,000** per occurrence, such deductibles and/or retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of deductibles or self-insured retentions unacceptable to the HOUSING AUTHORITY, and at the election of the County's Risk Manager, CONTRACTOR'S carriers shall either: 1) reduce or eliminate such deductibles or self-insured retentions as respects this Agreement with the HOUSING AUTHORITY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- 3) CONTRACTOR shall cause CONTRACTOR'S insurance carrier(s) to furnish the Housing Authority with either 1) a properly executed original Certificate(s) or Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the Housing Authority prior to any material modification, cancellation, expiration, or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the Housing Authority receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. ***CONTRACTOR shall not commence operations until the Housing Authority has been furnished original Certificate(s) of Insurance and verified original copies of endorsements or policies of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to shall sign the original endorsements for each policy and the Certificate of Insurance.***
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of Insurance and policies shall so covenant and shall be construed as primary insurance, and the Housing Authority's Insurance and/or deductibles and/or self-insured retentions or self-insured programs shall not be construed as contributory.
- 5) The HOUSING AUTHORITY'S Reserved Rights – Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the Housing Authority reserves the right to adjust the types of insurance required under this Agreement and the

monetary limits of liability for the coverages currently required herein, if, in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the CONTRACTOR has become inadequate.

- 6) CONTRACTOR shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) If CONTRACTOR fails to provide insurance certificates within seven (7) days after notification of award by the Housing Authority, award may be made to the next qualified bidder. Included bid number or contract number on insurance certificate and forward information to:

Housing Authority of the County of Riverside
Attention: Anita Rhodes
5555 Arlington Avenue
Riverside, CA 92504-2506

Section 11.0 HOLD HARMLESS/INDEMNIFICATION

CONTRACTOR shall indemnify and hold harmless the Housing Authority of the County of Riverside, its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives from any liability whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature whatsoever and resulting from any reason whatsoever arising from the performance of CONTRACTOR, its officers, employees, subcontractors, agents or representatives from this Agreement; CONTRACTOR shall defend, at its sole expense, all costs and fees including but not limited to attorney fees, cost of investigation, defense and settlements or awards the Housing Authority of the County of Riverside, its respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives in any claim or action based upon such alleged acts or omissions.

1. With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of the HOUSING AUTHORITY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification to HOUSING AUTHORITY as set forth herein. CONTRACTOR'S obligation to defend, indemnify and hold harmless HOUSING AUTHORITY shall be subject to HOUSING AUTHORITY having given CONTRACTOR written notice within a reasonable period of time of the claim or of the commencement of the related action, as the case may be, and information and reasonable assistance, at CONTRACTOR'S expense, for the defense or settlement thereof. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to HOUSING AUTHORITY the appropriate form of dismissal relieving HOUSING AUTHORITY from any liability for the action or claim involved
2. The specified insurance limits required in this Agreement shall in no way limit or circumscribe CONTRACTOR'S obligations to indemnify and hold harmless HOUSING AUTHORITY herein from third party claims.
3. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve

the CONTRACTOR from indemnifying the HOUSING AUTHORITY to the fullest extent allowed by law.

4. In the event there is conflict between this clause and California Civil Code Section 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall not relieve the CONTRACTOR from indemnifying the HOUSING AUTHORITY to the fullest extent allowed by law.

Section 12.0 COMPENSATION

The HOUSING AUTHORITY shall pay the CONTRACTOR for services performed and expenses incurred and compensation shall be paid in accordance with an invoice submitted to HOUSING AUTHORITY by CONTRACTOR within fifteen (15) days from the last day of each calendar month, HOUSING AUTHORITY shall pay the invoice within thirty (30) working days from the date of receipt of the invoice. It is mutually agreed and understood that the obligation of the HOUSING AUTHORITY is limited by and contingent upon the availability of HOUSING AUTHORITY funds for the reimbursement of CONTRACTOR'S fees. In the event that such funds are not forthcoming for any reason, HOUSING AUTHORITY shall immediately notify CONTRACTOR in writing. This Agreement shall be deemed terminated and have no further force and effect immediately on receipt of HOUSING AUTHORITY'S notification by CONTRACTOR.

Section 13.0 INVOICING

Prepare invoices in duplicate. For this contract, send the original and duplicate copies of invoices to:

Housing Authority of the County of Riverside
Attention: Cindy Hui
5555 Arlington Avenue
Riverside, CA 92504-2506

Each invoice shall contain a minimum of the following information: invoice number and date, remittance address, contract number (to be provided upon award), item descriptions and an invoice total. Invoices shall be rendered "monthly" in arrears.

In the State of California, government agencies are not allowed to pay excess interest and late charges, per Government Code, Section 926.10.

Section 14.0 INDEPENDENT CONTRACTOR STATUS

CONTRACTOR and its employees and agents shall act at all times in an independent capacity with regard to performance of services or work rendered pursuant to this contract; and CONTRACTOR and its employees and agents shall not act as, shall not be, and shall not in any manner be considered to be agents, officers, or employees of the HOUSING AUTHORITY. There shall be no employer-employee relationship between HOUSING AUTHORITY and CONTRACTOR; and CONTRACTOR and its employees and agents shall not be entitled to any benefits payable to HOUSING AUTHORITY/COUNTY OF RIVERSIDE employees. CONTRACTOR is responsible for payment and deduction of all employment-related taxes on CONTRACTOR'S behalf and for CONTRACTOR'S employees, including but not limited to all federal and state income taxes and withholdings. HOUSING AUTHORITY shall not be required to make any deductions from compensation payable to CONTRACTOR for these purposes. CONTRACTOR shall indemnify

HOUSING AUTHORITY against any and all claims that may be made against HOUSING AUTHORITY based upon any contention by a third party that an employer-employee relationship exists by reason of this contract; and CONTRACTOR shall indemnify HOUSING AUTHORITY for any and all federal or state withholding or retirement payments which HOUSING AUTHORITY may be required to make pursuant to federal or state law.

Section 15.0 CONFLICT OF INTEREST

CONTRACTOR will exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the HOUSING AUTHORITY.

This obligation will apply to CONTRACTOR'S employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work herein.

CONTRACTOR'S effort will include, but are not limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the HOUSING AUTHORITY.

Section 16.0 EVALUATION CRITERIA

Proposals will be evaluated based on relevant factors, including but not limited to the following:

1. Overall responsiveness and general understanding of the RFP requirements.
2. The quality of the work plan or description of how the work will be performed.
3. CONTRACTOR'S experience in performing the work.
4. Overall benefits to the HOUSING AUTHORITY.
5. References with demonstrated success with similar work to the Scope of Service.

The Housing Authority reserves the right to withdraw the Request for Proposal (RFP), to reject a specific proposal for noncompliance within the RFP provisions, or not award a contract at any time because of unforeseen circumstances or if it is determined to be in the best interest of the Housing Authority.

Section 17.0 EVALUATION PROCESS

All proposals will be given thorough review. All contacts during the review selection phase will be only through the Contracting Coordinator of the Housing Authority. Attempts by the bidder to contact any other Housing Authority representative may result in disqualification of the CONTRACTOR. **All evaluation material will be considered confidential and not released by the Housing Authority. The Housing Authority reserves the right to make the award that is most advantageous to the Housing Authority.**

Section 18.0 INTERPRETATION OF RFP

The bidder must make careful examination and understand all of the requirements, specifications, and conditions stated in the RFP. If any bidder planning to submit a proposal finds discrepancies in or omissions from the RFP, or is in doubt as to the meaning, a written request for interpretation or correction must be given to the Housing Authority. Any changes to the RFP will be made only by written addendum. The Housing Authority is not responsible for any other explanations or interpretations.

Section 19.0 CONTRACTUAL DEVELOPMENT

If a proposal is accepted, the Housing Authority intends to enter into a contractual agreement with the selected bidder.

Section 20.0 Employment Development Department (EDD) REPORTING REQUIREMENTS

In order to comply with child support enforcement requirements of the State of California, the Housing Authority may be required to submit a Report of Independent CONTRACTOR(s) for **DE 542** to the EDD. The selected CONTRACTOR agrees to furnish the required data and certifications to the Housing Authority within 10 days of notification of award of contract when required by EDD.

It is expressly understood that this data will be transmitted to governmental agencies charged with the establishment and enforcement of child support orders and for no other purposes and will be held confidential by those agencies. Failure of the CONTRACTOR to timely submit the data and/or certifications required may result in the contract being awarded to another CONTRACTOR. In the event a contract has been issued, failure of the CONTRACTOR to comply with all federal and state reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignments Orders and Notices of Assignments shall constitute a material breach of contract. Failure to comply within 60 calendar days of notice from the Housing Authority shall constitute grounds for termination of the contract. If you have any questions concerning this reporting requirement, please call (916) 657-0529. You may also contact your local Employment Tax Customer Service Office listed in your telephone directory in the State Government section under "Employment Development Department," or you may access their Internet site at www.edd.ca.gov.

Section 21.0 CANCELLATION OF PROCUREMENT PROCESS

The Housing Authority may cancel the procurement process at any time. All proposals become the property of the Housing Authority. All information submitted in the proposal become "public record" as defined by the State of California upon completion of the procurement process. If any proprietary information is contained in or attached to the proposal, it must be clearly identified in the submission of the proposal. The bidder agrees that any and all documents provided may be released to the public after contract award.

EXHIBIT "A" SCOPE OF WORK

Informal Hearing Services

In accordance with this Agreement for informal hearing services the Contractor agrees to be on retainer to perform, on an as needed basis, all functions as identified in the Housing Authority's Administrative Plan for the Housing Choice Voucher Program and the Statement of Policies for Affordable Public Housing and as listed below:

Within five (5) business days from receiving an informal hearing request from a participant who is contesting a Notice of Termination of Assistance, or who is requesting said hearing as a result of a determination respecting any determinations afforded a hearing in 24 CFR 966.4 for public housing and 24 CFR 982.551, 982.552 and/or 982.553 for Section 8, the Contractor will be sent notice of such request and an accompanying information packet from Housing Authority staff.

The Information Packet will contain copies of documents used to support the determination and will include the applicable CFRs used and the reason for the determination.

The Contractor will schedule an appointment and a letter will be sent to the Authority and the Participant within five (5) business days from the date the information packet is received. The informal hearing will be conducted no more than 14 calendar days from the date the appointment letter is sent. The informal hearing letter will contain:

1. The date and time of the hearing
2. The location where the hearing will be held
3. The family's right to bring evidence, witnesses, legal or other representation at the family's expense
4. The right to view any documents or evidence in the possession of the Authority upon which the Authority based the proposed action, and to obtain a copy of such documents prior to the hearing. Such documents or evidence must be sent to the Participant no later than 7 days before the hearing date.
5. Notice to the Participant that the Authority must be provided with a copy of any documents or evidence anticipated to be used at the hearing. Such documents or evidence must be sent to the Authority no later than 7 days before the review/hearing date.

After a hearing date is scheduled, the family may request to reschedule only upon showing "good cause" which is defined as an unavoidable conflict which seriously affects the health, safety or welfare of the family. Other time allowances may be necessary due to requests from legal counsel or other reasons. Either party is allowed only one opportunity to reschedule in the interest of a timely hearing process.

Both the Authority and the Participant may present evidence and witnesses and may use an attorney or other representative to assist them at their own expense.

Where necessary to either clarify or gather additional information which is required to render a decision, further interview and investigation may be conducted with both the Authority and/or the Participant.

The hearing officer will determine whether the action, inaction or decision of the Authority is legal in accordance with HUD regulations and the Authority's Administrative Plan or Statement of Policies (for Affordable Public Housing) based upon the evidence and testimony provided at the hearing.

A notice of the hearing findings shall be provided in writing to both the Authority and the Participant within 10 business days from the hearing and shall include:

1. a clear summary of the decision,
2. reasons for the decision, and
3. amount of any money owed, if applicable.

The findings must connect and site testimony and evidence to the hearing decision. For example, it would be appropriate to receive a notice in which it states, "Based on the testimony of Mr. Smith, Housing Authority representative, Ms. Green was not present for the inspection on May 19, 2007. Article One was presented as evidence. This is a violation of 24 CFR 982.404 and supports the Authority's termination of assistance."

The Contractor must include in the determination notice that if the parties are not satisfied with the decision, they have the right to seek judicial review in a Court of Law. In accordance with Code of Civil Procedure §1094.6 (b), "any such petition shall be filed no later than the 90th day following the date on which the decision becomes final".

Contractor shall submit to Authority, two copies of the Hearing Summary. One copy shall be sent directly to the Housing Authority staff **submitting** the request for hearing packet and the other copy shall be sent directly to the Housing Authority staff **approving** the hearing packet.

REQUEST FOR PROPOSAL #Hear2010

INFORMAL HEARING SERVICES

Proposal Cover Page

BIDDER TO COMPLETE ALL APPLICABLE AREAS

NO FAXED PROPOSALS WILL BE ACCEPTED

Execution hereof is certification that the undersigned has read and understands the terms and conditions hereof, and that the undersigned's principal is fully bound and committed.

Company Name:

Street Address:

City:

State:

Zip:

Mailing Address:

City:

State:

Zip:

Remit to Address:

City:

State:

Zip:

Contact Phone Number: ()

Contact FAX Number: ()

Contact Name:

Title:

Email Address:

Signature:

Date:

REQUEST FOR PROPOSAL #Hear2010

INFORMAL HEARING SERVICES

Cost/Fee Proposal Sheet

NO FAXED PROPOSALS WILL BE ACCEPTED

	FY 2010-2011	FY 2011-2012	FY 2012-2013	FY 2013-2014	
Staff name and level					
Fee per hearing:					

CERTIFICATION

I, _____, a duly authorized officer/agent of _____,
Printed Name of Officer/Agent Company Name

Hereby certify that _____,
Company Name

By submission of this proposal in response to the Informal Hearings RFP agree upon contract award to carry out the requirements specified and obligations set forth therein.

Signature _____ Date _____

Title of Officer/Agent _____