



**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**EMPLOYMENT VERIFICATION SERVICE**  
**RFP NO. 2024-008**

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

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## **INTRODUCTION**

The Housing Authority of the County of Riverside (“HACR”) is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families within the County of Riverside. The HACR is headed by an Executive Director (ED) and is governed by a five-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.).

Currently, the HACR and its non-profit entity, the Riverside Community Housing Corp (“RCHC”), maintains an inventory of 469 public housing units, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HACR also administers approximately 8,522 Tenant-Based Section 8 Vouchers, 80 Project-Based Section 8 Vouchers, 93 Shelter-Plus Care Vouchers, 90 Housing Opportunities for Persons with AIDS (HOPWA) units, 473 Family Self Sufficiency (FSS) participants, and 30 Tenant-Based Rental Assistance Vouchers. The HACR currently has approximately 150 employees.

The HACR’s Board of Commissioners adopted a resolution authorizing the HACR to accept any and all right, powers, assets, liabilities, duties, loans, leases, and obligations associated with the housing functions of the former Redevelopment Agency of the County of Riverside and the former Redevelopment Agency of the City of Coachella. Therefore, the HACR’s portfolio includes fund assets for the Low- and Moderate-Income Housing Funds and Housing Bond Proceeds to be expended for wind-down activities and the development of housing projects on fifty-seven (57) parcels of land, with a total value of \$34.4 million and three (3) other parcels in the Coachella Valley. Other transferred assets include long-term loans receivable approximately worth \$172 million, and program income from tenant rents and other leases.

The Housing Authority of the County of Riverside is soliciting and accepting proposals from qualified, licensed, and insured consultants or companies, demonstrating their qualifications, past performance and interest for this work, to provide income verification services for roughly 20,000 families for regularly scheduled annual reexaminations of income and family composition, for interim reexaminations, and for determining initial eligibility for HACR’s Housing Choice Voucher Program (HCVP), Project Based Voucher (PBV) Program, and Public Housing Program.

Details regarding this Request for Proposals (RFP) No. 2024-008 specifications, and submittal requirements are set forth in this RFP document and any attachments or amendments to it, which can also be accessed online at [www.harivco.org](http://www.harivco.org). Proposals made in response to this solicitation must conform to all the required specifications outlined within this document and any designated attachments or amendments in their entirety.

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**RFP INFORMATION AT A GLANCE**

<b>HACR CONTRACTING OFFICER (CO):</b>	George Eliseo Email: <a href="mailto:gceliseo@rivco.org">gceliseo@rivco.org</a> Phone: (951) 955-6405 Fax: (951) 688-6873
<b>HOW TO OBTAIN THE RFP DOCUMENTS:</b>	Online at: <a href="http://www.harivco.org">www.harivco.org</a> Vendors & Contractors page  -OR-  Via e-mail from the person listed above.
<b>DEADLINES FOR SUBMITTING QUESTIONS AND REQUEST FOR INTERPRETATIONS: (RFIs), <u>INCLUDING ANY MODIFICATIONS TO HACR CONTRACT LANGUAGE OR SCOPE OF SERVICE:</u></b>	<b>August 2nd, 2024 at 5:00 PM.</b>
<b>HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL:</b>	Per Section 4.0 of this RFP, submit 3 copies of your tabbed, bound, hard copy proposal to the HACR by the due date.
<b>PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:</b>	<b>August 16th, 2024 at 5:00 PM.</b> 5555 Arlington Avenue Riverside, CA 92504 (Proposals shall be delivered to the Housing Authority of the County of Riverside, on the 1st Floor of its Administrative Building located at 5555 Arlington Avenue, Riverside, CA 92504. Attn: George Eliseo)
<b>NOTE: HACR reserves the right to deviate from this timeline and/or modify the Scope of Service at any time!</b>	<b>Notices of any such decisions or modifications will be located at: <a href="http://www.harivco.org">www.harivco.org</a></b>

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**1.0 HACR'S RESERVATION OF RIGHTS:**

- 1.1 Right to Reject, Waive or Terminate the RFP.** HACR 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, in its sole and absolute discretion, if deemed by HACR to be in its best interests.
- 1.2 Right Not to Award.** HACR reserves the right not to award a contract pursuant to this RFP.
- 1.3 Right to Terminate.** HACR reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 5 business day's written notice to the successful Firm(s).
- 1.4 Right to Determine Time and Location.** HACR reserves the right to determine the days, hours, and locations that the successful Firm shall provide services called for in this RFP.
- 1.5 Right to Determine Financial Responsibility and Viability.** HACR reserves the right to require of each Firm, information regarding financial responsibility and viability or such other information as HACR determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6 Right to Retain Written Proposals.** HACR reserves the right to retain all written proposals submitted to HACR by all Firms in response to this RFP, and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving proposals. HACR may permit the withdrawal of proposals if requested in writing by the Firm and such request is approved in writing by HACR's Contracting Officer (CO) in his sole and absolute discretion.
- 1.7 Right to Negotiate Fees.** HACR reserves the right to negotiate the fees proposed by the successful Firm.
- 1.8 Right to Reject Any Proposal.** HACR reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not limited to incomplete proposals and/or proposals offering alternate or non-requested services.
- 1.9 No Obligation to Compensate.** HACR shall have no obligation to compensate any Firm for any costs incurred in responding to this RFP.
- 1.10 Right to Prohibit.** HACR shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a Firm or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [www.harivco.org](http://www.harivco.org) website and downloading this document, each Firm is thereby agreeing to abide by all terms and conditions listed within this document, and further agrees that they will inform the CO in writing within 5 business days of the discovery of any item listed herein or of any item that is issued thereafter by HACR they feel needs to be addressed. Failure to abide by this time frame shall relieve HACR, but not the Firm, of any responsibility pertaining to such issue.
- 1.11 Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act, (California Government Code Section 6250 et seq.).

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**2.0 GENERAL INFORMATION:**

The Housing Authority of the County of Riverside (HACR) is seeking proposals from qualified firms, partnerships, corporations, associations, or professional organizations, (hereafter, "Firm(s)") to provide to provide an employment verification service of its clients.

- 2.1 Exclusivity:** HACR will choose one (1) successful Firm to provide these services.
- 2.2 HACR Responsibility:** HACR shall make all reasonable efforts to cooperate with the successful Firm. HACR will provide the Firm access to non-privileged and/or non-confidential data necessary for the successful Firm to carry out their responsibilities under this RFP and resulting contract. To the extent the Executive Director or designee determines is necessary, will be responsible for providing or causing to be provided, information and completing or causing to be completed, tasks requested by the Firm necessary to conduct the Employment Verification Service.
- 2.6 Submittal Deadline:** HACR must receive proposals by **5:00 PM** on the deadline date listed unless otherwise amended. Proposals may be submitted by mail or hand delivered to: **Housing Authority of the County of Riverside, 5555 Arlington Avenue, Riverside, CA 92504**. HACR will date and time stamp all proposals upon receipt. Proposals submitted after the deadline will not be accepted. Delays in mail service or other methods of delivery will not excuse a late proposal delivery.
- 2.7 Current/Previous Firm:** HACR'S current Firm for these services is The Work Number.

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**3.0 SCOPE OF SERVICE:**

HACR is requesting proposals from qualified company to provide income verification services for roughly 7,000 families for regularly scheduled annual reexaminations of income and family composition, for interim reexaminations, and for determining initial eligibility for HACR's Housing Choice Voucher Program (HCVP), Project Based Voucher (PBV) Program, and Public Housing Program.

Employment and income verification should contain the following for both current and historical employment:

- a. Wages, bonuses, commissions, overtime, etc.
- b. Hours worked.
- c. Pay period structure.
- d. Hire/start date.
- e. Termination date, if applicable.
- f. Gross and net pay.
- g. Any information available regarding anticipated pay increases.
- h. Employer name, address, and telephone number.

**3.1 General Requirements:**

1. Qualified proposers must be able to access, or provide HACR access to, this income and employment information utilizing Social Security Numbers. HACR must receive this information within 24 hours of a request or HACR staff must be able to access the data upon demand.
2. Income and employment verification services must be available at a minimum on Monday through Friday from 8:00 am to 5:00 pm PST. The successful proposer will be required to certify that each and every audit is performed in accordance with all applicable federal and state laws and regulations.

**3.2 Technical Assistance:** The successful Firm will provide technical assistance and coordinate with HACR when needed.

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**4.0 PROPOSAL FORMAT:**

**4.1 Tabbed Proposal Submittal:** The HACR intends to evaluate the proposals pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HACR will, as detailed within Section 5.0 below, consider factors other than just cost in making the award decision) to select the successful Firm. Therefore, so that the HACR can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the numbered sequence noted below. Each category must be separated by numbered index dividers or tabs (extending so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference. None of the proposed services may conflict with any requirement the HACR has published herein or has issued by addendum.

Each proposal should include sections addressing the following information in the order shown. The Firm should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Firm to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by this RFP but that the Firm believes would be helpful, should be attached to the end of the proposal under TAB 11. The party submitting the materials should keep in mind the limitations on confidential information described in Section 1.11.

**TAB 1 - Proposal Submittal Checklist:**

This Form is attached hereto as Attachment A to this RFP and incorporated herein by this reference. This one-page form must be fully completed, executed where provided and submitted under this tab.

**TAB 2 - Form of Proposal:**

This form is attached hereto as Attachment B to this RFP and incorporated herein by this reference. This 1-page form must be fully completed, executed where provided and submitted under this tab.

**TAB 3 - Profile of Firm:**

The Profile of Proposer's Firm form is attached hereto as Attachment C to this RFP and incorporated herein by this reference. This 3-page form must be fully completed, executed, and submitted under this tab.

**TAB 4 - Cover Letter:**

Provide a one-page cover letter on company letterhead that includes the address, voice and facsimile numbers, and e-mail address of the contact person or persons. List the name and title of each person authorized to represent the Firm/Company in negotiations.

**TAB 5 - Qualifications and Experience:**

Provide a statement of qualifications for the organization, including an organization chart, a statement of the size of firm, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFP.

**TAB 6 - Proposed Approach:**

This section describes your proposed approach for meeting the Scope of Services, as listed above. Relevant considerations include the quality and feasibility of your approach to meeting these needs, the manner in which you plan to provide adequate staffing (if applicable), and



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equipment or other resources provided by you (if applicable). Keep these considerations in mind as you respond to the following:

1. In the event of a problem, who is to be contacted within your organization?
2. In the event of the identification of a problem by HACR, describe how you will address such problems and the timeframe for addressing them.

**TAB 7 - References:**

List at least three (3) business references for which you have recently provided similar services. Include contact names, titles, phone numbers and e-mail addresses for all references provided.

**TAB 8 - Equal Employment Opportunity:**

The Firm must submit under this tab, a copy of its Equal Opportunity Employment Policy.

**TAB 9 – HUD Form 50071:**

HUD Form 50071 attached hereto as Attachment D to this RFP and incorporated herein by this reference. This form must be fully completed, executed, and submitted under this tab.

**TAB 10 - MWBE, Veteran Information, and SDVO (if any):**

HACR has implemented a preference policy for Minority and Women-Owned Business Enterprises (MWBE), veteran owned businesses, veteran qualified businesses and Service-Disabled Veteran Owned (SDVO) businesses. Place any certification/affidavit of such qualification under this tab.

**TAB 11 - (Optional Item) Other Information:**

The Firm may include hereunder any other general information that it believes is appropriate to assist HACR in its evaluation. Section 3 statements may also be placed here.

If no information is to be placed under any of the above noted tabs (especially the "Optional" tab), please place thereunder a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

Unless the Firm is an individual, all proposals must be signed with a firm/company/partnership/entity name and by a responsible officer or employee indicating that officer or employee's authorization to commit the Firm to the terms of the proposal. Obligations assumed by such signature must be fulfilled.

**4.2 Proposal Submittal Binding Method:** It is preferable and recommended that the Firm bind the proposal submittals in such a manner that the HACR can, if needed, remove the binding (i.e. "comb-type;" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies then conveniently return the proposal submittal to its original condition.

**4.3 Proposal Submission:** All proposals must be submitted and time-stamped received in the designated HACR office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of one (1) original signature copy (marked "ORIGINAL") and three (3) exact copies (each of the three proposal submittals shall have a cover and extending tabs) of the proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**The Housing Authority of the County of Riverside  
Attention: George Eliseo, Contracting Officer**

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**5555 Arlington Avenue, Riverside, CA 92504**

The package exterior must clearly denote the following: “**RFP No. 2024-008 Employment Verification Service**” and “**Sealed Proposal**” and must have the Firm’s name and return address. Proposals received after the published deadline will not be accepted. Email delivery shall not be a substitute for or waive physical delivery of the bid by the deadline.

**4.4 Submission Conditions: DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED.** Firms are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the HACR by the Firm, such may invalidate that proposal. If, after accepting such a proposal, the HACR decides that any such entry has not changed the intent of the proposal that the HACR intended to receive, the HACR may accept the proposal and the proposal shall be considered by the HACR as if those additional marks, notations or requirements were not entered on such. By accessing the noted Internet System, registering and downloading these documents, each prospective Firm that does so is thereby agreeing to confirm all notices that the HACR delivers to them as instructed, and by submitting a proposal, the Firm is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFP.

**4.5 Submission Responsibilities:** It shall be the responsibility of each Firm to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the HACR, including but not limited to this RFP document, the documents listed within the following sections, and any addenda and required attachments submitted by the Firm. By virtue of completing, signing and submitting the completed documents, the Firm is stating their agreement to comply with all conditions and requirements set forth within those documents.

**4.6 Proprietary Information:** To the extent not prohibited by applicable law, if a Firm does not desire certain proprietary information in their proposal disclosed, the Firm is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Firm fails to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Any proposals received in connection with this RFP may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)

**4.7 Firm's Responsibilities--Contact with HACR:** It is the responsibility of the Firm to address all communication and correspondence pertaining to this RFP process to the CO only! Firms must not make inquiry or communicate with any other HACR staff member or official (including members of the Board of Commissioners) pertaining to this RFP. Failure to abide by this requirement may be cause for HACR to not consider a proposal submittal received from any Firm who may has not abided by this directive!

**4.8 Addendums:** All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective Firms (i.e. firms or individuals that have obtained the RFP Documents). During the RFP solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation, “substantive” meaning, when decisions pertaining to the RFP are made, between HACR and a prospective Firm when other prospective Firms are not present) conversations that may give one prospective Firm an advantage over other prospective Firms. This does not mean that prospective Firms may not call

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the CO, it simply means that, other than making replies to direct the prospective Firm where their answer has already been issued within the solicitation documents, the CO may not respond to the prospective Firm's inquiries but will direct them to submit such inquiry in writing so that the CO may more fairly respond to all prospective Firms in writing by addendum.

**4.9 Recap of Attachments:** It is the responsibility of each Firm to verify that they have downloaded the following attachments pertaining to this RFP, which are hereby incorporated herein by this reference:

<b>Attachment</b>	<b>Description</b>
<b>A</b>	Proposal Submittal Checklist
<b>B</b>	Form of Proposal
<b>C</b>	Profile of Proposer's Firm Form
<b>D</b>	HUD Form 50071
<b>E</b>	HUD Form 5370 C
<b>F</b>	Additional Federal Requirements
<b>G</b>	HUD Forms 5369-B & 5369-C
<b>H</b>	Section 3 Business Preference Form

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**5.0 PROPOSAL EVALUATION:**

**5.1 Evaluation Factors:** The following factors will be utilized by the HACR to evaluate each proposal received; award of points for each listed factor will be based upon the documentation that the Firm submits within their proposal:

**A. Qualifications and Experience:**

Maximum Points: 30

The Firm's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private agencies.

**B. Proposed Approach:**

Maximum Points: 10

The Firm's proposed approach to the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements.

**C. Customer Service:**

Maximum Points: 10

The Firm's approach to customer service and coordination with HACR and its staff.

**D. References:**

Maximum Points: 20

A comprehensive list of the Firm's references for other public and private entities that it has provided these same or similar services.

**E. Lowest Overall Price:**

Maximum Points: 30

The Firm with the lowest overall cost for the primary services described by this RFP will receive the maximum amount of points and the next highest Firms will each receive a percentage thereafter.

**F. Preference Points:**

Total Points: 10

Any Firm that qualifies as either a Minority and Women-Owned Business Enterprises (MWBE), veteran owned businesses, veteran qualified businesses and Service-Disabled Veteran Owned (SDVO) businesses will receive the total amount of points.

**5.2 Evaluation Methods and Process:**

**A. Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HACR reserves the right to reject any proposals deemed by

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the HACR not minimally responsive (the HACR will notify such firms in writing of any such rejection).

- B. Evaluation Packet for Proposals Deemed Responsive:** Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Firm and a copy of all pertinent RFP documents.
- C. Evaluation Committee:** HACR anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive “hard copy” proposals submitted in response to this RFP. PLEASE NOTE: No Firm shall be informed at any time during or after the RFP process as to the identity of any evaluation committee member. If, by chance, a Firm does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFP. As detailed within this RFP, the designated CO is the only person at HACR that the Firms shall contact pertaining to this RFP. Failure to abide by this requirement may (and most likely will) cause such Firm(s) to be eliminated from consideration for award.
- D. Evaluation:** The CO will evaluate and award points pertaining to the lowest overall price. The appointed evaluation committee, independent of the CO or any other person at HACR, shall evaluate the responsive proposals submitted and award points pertaining to the listed Evaluation Factors. Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.
- E. Potential "Competitive Range" or "Best and Finals" Negotiations:** The HACR reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a “Best and Finals” Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the HACR in a timely manner as possible, but in any case within no longer than 5 days after the beginning of such negotiations with the firms deemed to be in the competitive range.
- F. Determination of Top-ranked Firm:** Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is customarily forwarded by the CO to the Executive Director (ED) or designee for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval, in the BOC’s sole and absolute discretion, if necessary. Contract negotiations may, at HACR’s option, be conducted prior to or after the BOC approval.
- G. Minimum Evaluation Results:** To be considered to receive an award a Firm must receive a calculated average of at least 70% of the Subjective Total Score.
- H. Ties:** In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by “drawing lots or other random means of selection.”

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- I. Notice of Results of Evaluation:** If an award is completed, all Firms will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all Firms of the following: (1) Which Firm received the award, (2) Where each Firm placed in the process as a result of the evaluation of the proposals received, (3) The cost or financial offers received from each Firm, (4) Each Firm's right to a debriefing and to protest.
- J. Proposal Protest:** Any prospective or actual Firm, who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. To be eligible to file a protest with the HACR pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposed buyer (i.e. registered, downloaded and received the RFP documents) when the alleged situation occurred. The alleged aggrieved protestant must file, in writing, to HACR the exact reason for the protest, attaching any supportive data. The protestant must state within the written protest document specifically (not by inference) what action by the HACR or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued and including the specific citation of law, rule, regulation, or procedure upon which the protest is based. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve HACR from any responsibility to take any corrective action, and as a result of noncompliance, the appeal will be dismissed without further review. The HACR has no obligation to consider a protest filed by any party that does not meet these criteria. Any protest against a solicitation must be received before the due date for the receipt of proposals, and any protest against the award of a contract must be received within ten (10) calendar days after the Firm receives notice of the contract award, or the protest will not be considered. All proposal protests shall be in writing, submitted to the Contracting Officer or designee, who shall issue a written decision on the matter. The Contracting Officer may, at his/her discretion, suspend the procurement pending resolution of the protest if the facts presented so warrant. All appeals shall be marked as follows and sent to the address listed below:

**APPEAL OF RFP NO. 2024-008  
The Housing Authority of the County of Riverside  
Attn: George Eliseo, Contracting Officer  
5555 Arlington Avenue Riverside, CA 92504**

- K. Restrictions:** All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a Firm entity will be excluded from participation on the HACR evaluation committee. Similarly, all persons having ownership interest in and/or contract with a Firm entity will be excluded from participation on the HACR evaluation committee.

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**6.0 CONTRACT AWARD:**

- 6.1 Contract Award Procedure:** If a contract is awarded pursuant to this RFP, the following detailed procedures will be followed:

By completing, executing, and submitting the Form of Proposal, (Attachment B), the Firm is thereby agreeing to “abide by all terms and conditions pertaining to this RFP as issued by HACR. Accordingly, HACR has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published; and in any case HACR has no power or authority to negotiate any clauses contained within any attached HUD documents.

Depending on the amount of the award, HACR will forward the contract to the County Board of Commissioners (BOC) for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Firm. The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the County BOC, in their sole and absolute discretion. Execution of the contract documents shall constitute a written memorial thereof.

- 6.2 Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by HACR pursuant to this RFP:

- 6.3 Contract Form:** HACR will not execute a contract on the successful Firm's form. Contracts will only be executed on the HACR's form **Please note that the HACR has no legal right or ability to (and will not) at any time negotiate any clauses contained within ANY of the HUD forms included as a part of this RFP.**

- 6.4 Assignment of Personnel:** HACR shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFP and the contract if HACR believes that such change is in the best interest of HACR and the completion of the contracted work.

- 6.5 Unauthorized Sub-Contracting Prohibited:** The successful Firm shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFP (including, but not limited to, selling or transferring the contract) without the prior written consent of the CO in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of the CO shall be void and may result in the cancellation of the contract with the HACR, or may result in the full or partial forfeiture of funds paid to the successful Firm as a result of the proposed contract; as determined by the CO in his/her sole and absolute discretion.

- 6.6 Contract Period:** HACR anticipates that it will initially award a contract for a period of five (5) years.

- 6.7 Licensing and Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the *successful Firm* will be required to provide the following during the term of the contract:

- 6.8 Insurance:** Without limiting or diminishing the Firm's obligation to indemnify or hold the HACR harmless, Firm shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverages during the term of the contract.



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As respects to this insurance section only, the HACR herein refers to the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, and Departments, their respective directors, officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds.

- 6.9 Workers' Compensation:** If the Firm has employees as defined by the State of California, the Firm 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 HACR.
- 6.10 Commercial General Liability:** Commercial General Liability insurance coverage, including but not limited to, premises liability, unmodified contractual liability, products and completed operations liability, personal and advertising injury, employment practices liability, and cross liability coverage, covering claims which may arise from or out of Firm's performance of its obligations hereunder. Policy shall name the HACR, its Agencies, Districts, Special Districts, Consultants, and Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents or representatives as Additional Insureds. Policy's limit of liability shall not be less than \$2,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to the contract or be no less than two (2) times the occurrence limit.
- 6.11 Vehicle Liability:** If vehicles or mobile equipment are used in the performance of the obligations under the contract, then Firm 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 the contract or be no less than two (2) times the occurrence limit. Policy shall name the Housing Authority of the County of Riverside, the County of Riverside, its Agencies, Districts, Special Districts, Consultants, Departments, their Directors, Officers, Board of Supervisors, Board of Commissioners, employees, elected or appointed officials, agents, or representatives as Additional Insureds.
- 6.12 Professional Liability:** The successful Firm shall maintain Professional Liability Insurance providing coverage for the successful Firm's performance of work included within the contract, with a limit of liability of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate. If Firm'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 contract and Firm shall purchase at his sole expense either 1) an Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage from a new insurer with a retroactive date back to the date of, or prior to, the inception of the contract; or 3) demonstrate through Certificates of Insurance that the Firm has maintained continuous coverage with the same or original insurer. Coverage provided under items; 1), 2), or 3) will continue as long as the law allows.
- 6.13 Cyber Liability:** The successful Firm shall maintain Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims



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involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations.

**6.14 General Insurance Provisions - All lines:**

- a. 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: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
- b. The successful Firm must declare its insurance self-insured retention for each coverage required herein. If any such self-insured retention exceeds \$500,000 per occurrence, each such retention shall have the prior written consent of the County Risk Manager before the commencement of operations under the contract. Upon notification of self-insured retention unacceptable to the HACR, and at the election of the County's Risk Manager, Firm's carriers shall either; 1) reduce or eliminate such self-insured retention as respects the contract with the HACR, or 2) procure a bond, which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.
- c. Successful Firm shall cause Firm's insurance carrier(s) to furnish HACR with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, and 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified 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 HACR 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, the Contract shall terminate forthwith, unless HACR 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. ***Firm shall not commence operations until HACR has been furnished original Certificate (s) of Insurance and certified original copies of endorsements and if requested, certified original policies of insurance including all endorsements and any and all other attachments as required in this Section, showing that such insurance is in full force and effect. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.***

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- d. It is understood and agreed to by the parties hereto that the Firm's insurance shall be construed as primary insurance, and the HACR's insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
  - e. If, during the term of the contract 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; or, the term of the contract, including any extensions thereof, exceeds five (5) years; the HACR reserves the right to adjust the types of insurance and the monetary limits of liability required under the contract, if in the County Risk Manager's reasonable judgment, the amount or type of insurance carried by the Firm has become inadequate.
  - f. Firm shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
  - g. The insurance requirements contained in the contract may be met with a program(s) of self-insurance acceptable to the HACR.
  - h. The Firm agrees to notify HACR of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract.
- 6.15 State Business License.** A copy of the Firm's license issued by the State of California licensing authority allowing the Firm to provide the services detailed herein, if such a license is required.
- 6.16 Registration as a California Business Entity.** Registration with the California Secretary of State as a California Business Entity is mandatory to do business with the HACR. Firms outside of California should visit the California Secretary of State website at <http://www.sos.ca.gov/> for additional registration information.
- 6.17 Right to Negotiate Final Fees:** HACR shall retain the right to negotiate the amount of fees that are paid to the successful Firm, meaning the fees proposed by the top-rated Firm may, at HACR's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after HACR has chosen a top-rated Firm. If such negotiations are not, in the opinion of the CO successfully concluded within 5 business days, HACR shall retain the right to end such negotiations and begin negotiations with the next-rated Firm. HACR shall also retain the right to negotiate with and make an award to more than one Firm, as long as such negotiation(s) and/or award(s) are addressed in the above manner (i.e. top-rated first, then next-rated following until a successful negotiation is reached).
- 6.18 Contract Service Standards:** All work performed pursuant to this RFP must conform and comply with all applicable local, state, and federal codes, statutes, laws and regulations.
- 6.19 Attachments:** Each of the attachments and exhibits attached hereto are incorporated herein by this reference.

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**ATTACHMENT A**

**“Proposal Submittal Checklist”**

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

**Instructions:** Unless otherwise specifically required, the items listed below must be completed and included in the proposal. 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 submitted by the Firm. Also, complete the Section 3 Statement and the Firm’s Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS <i>(Three copies of each proposal, including one with original signatures)</i>
_____	Tab 1 Proposal Submittal Checklist (Attachment A)
_____	Tab 2 Form of Proposal (Attachment B)
_____	Tab 3 Profile of Proposer Firm (Attachment C)
_____	Tab 4 Cover Letter
_____	Tab 5 Qualifications and Experience
_____	Tab 6 Proposed Approach
_____	Tab 7 References
_____	Tab 8 Firm’s Equal Employment Opportunity Policy
_____	Tab 9 HUD Form 50071
_____	Tab 10 Section 3, MWBE, Veteran Information, or SDVO cert. (if any)
_____	Tab 11 Other Company Information (optional)

**FIRM’S STATEMENT**

The undersigned Firm hereby states that by completing and submitting this form and all other documents within this proposal, they are verifying that all information provided herein is, to the best of their knowledge, true and accurate, and that if the HACR discovers that any information entered herein to be false, such shall entitle the HACR to not consider or make award or to cancel any award with the undersigned party.

Further, by completing and submitting the proposal, the undersigned Firm is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACR, including an agreement to execute the HACR Sample Contract, attached to this RFP as Attachment E.

Pursuant to all RFP documents, this Form of Proposal, and all attachments, and pursuant to all completed documents submitted, including these forms and all attachments, the undersigned proposes to supply the HACR with the services described herein for the fee(s) entered herein.

\_\_\_\_\_  
**Signature**                      **Date**                      **Printed Name**                      **Company**

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**ATTACHMENT B**

**FORM OF PROPOSAL**

(This Form must be fully completed and placed under Tab No. 2 of the "hard copy" tabbed proposal submittal.)

- A. Form:** Each Firm shall submit their proposed fees on this form only, which shall be completed, signed, and returned to the HACR with the completed Proposal.
  
- B. Entry of Proposed Fees:** Each Firm must enter the proposed fees for each of the following Pricing Items where provided. Such fees shall be all-inclusive of all related costs that the Firm will incur to provide the listed services, including, but not limited to (unless otherwise stated herein): sales tax, employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. "No Proposal" is not allowed for any item, although a "No Charge" is allowed for one or more of the Pricing Items.

**C. Pricing Items:**

Item #	QTY.	Description	Fee
1.	7,000	Firm-fixed Fee (including all expenses) for Annual Employment & Verification Transaction Service	\$
2.	1	Firm-fixed Fee for Account Setup (if any)	\$
3.	1	Firm-fixed Fee (including all expenses) Per Additional Transaction (over 7,000) for Employment and Verification Service	\$

Date: \_\_\_\_\_ Company: \_\_\_\_\_

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Office Phone \_\_\_\_\_ Mobile Phone \_\_\_\_\_ Email Address \_\_\_\_\_

Business Address: \_\_\_\_\_

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**ATTACHMENT C**

**“PROFILE OF PROPOSER’S FIRM”**

(This Form must be fully completed and placed under Tab No.3 of the “hard copy” tabbed proposal submittal.)

(1) Name of Firm: \_\_\_\_\_ Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_  
E-Mail: \_\_\_\_\_

(2) Street Address, City, State, Zip: \_\_\_\_\_

(3) **Please attach a brief biography/resume of the company**, including the following information:  
(a) Year Firm Established; (b) Former Name and Year Established (if applicable); (c) Name of Parent Company and Date Acquired (if applicable).

(4) Identify Principals/Partners in Firm (submit under Tab No. 5 a brief professional resume for each):

NAME	TITLE	% OF OWNERSHIP

(5) Identify the individual(s) that will act as project manager and any other supervisory personnel that will work on project; please submit under Tab No. 5 a brief resume for each. (Do not duplicate any resumes required above):

NAME	TITLE

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

Caucasian American (Male) \_\_\_\_\_%     
  Public-Held Corporation \_\_\_\_\_%     
  Government Agency \_\_\_\_\_%     
  Non-Profit Organization \_\_\_\_\_%

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

Resident-Owned\* \_\_\_\_\_%     
  African American \_\_\_\_\_%     
  \*\*Native American \_\_\_\_\_%     
  Hispanic American \_\_\_\_\_%     
  Asian/Pacific American \_\_\_\_\_%     
  Hasidic Jew \_\_\_\_\_%     
  Asian/Indian American \_\_\_\_\_%

Woman-Owned (MBE) \_\_\_\_\_%     
  Woman-Owned (Caucasian) \_\_\_\_\_%     
  Disabled Veteran \_\_\_\_\_%     
  Other (Specify): \_\_\_\_\_%

WMBE Certification Number: \_\_\_\_\_

Certified by: (Agency): \_\_\_\_\_  
(Note: a certification/number not required to propose – enter if available)

\_\_\_\_\_  
**Signature                                  Date                                  Printed Name                                  Company**

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(7) Federal Tax ID No.: \_\_\_\_\_

(8) County of Riverside Business License No.: \_\_\_\_\_

(9) State of California Business Entity Number (Secretary of State): \_\_\_\_\_

(10) Worker's Compensation Insurance Carrier: \_\_\_\_\_  
Policy No.: \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(11) General Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(12) Professional Liability Insurance Carrier: \_\_\_\_\_  
Policy No. \_\_\_\_\_ Expiration Date: \_\_\_\_\_

(13) Has your firm or any member of your firm been a part to litigation with a public entity?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(14) Is your firm currently involved in local, County, State, Federal mortgage foreclosure proceedings or currently 90 days in arrears on a local public or private loan?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(15) Is your firm currently in rem foreclosure or substantial tax arrears with a City/County or local jurisdiction?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(16) Has, or is this firm or any member of your firm currently in default on any contract obligation or agreement of any kind entered into with a City/County or local public agency?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(17) In the past 10 years, has your firm or any member of your firm failed to qualify as a responsible bidder, or refused to enter into a contract after an award has been made, privately or with any government agency?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(18) In the last 7 years, has your firm filed a bankruptcy petition or been the subject of involuntary bankruptcy proceedings?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(19) In the last 10 years, failed to file any required tax returns, or failed to pay any applicable Federal, State of California, or County of Riverside or other fees?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(20) Does your firm or any member of your firm have a record of substantial Building Code Violations or litigation against properties owned by the firm or by any entity or individual that comprises the Firm?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(21) Has your firm or any member of your firm been convicted for fraud, bribery, or grand larceny?  
Yes  No  Initials \_\_\_\_\_  
If yes, when, with who and state the circumstances and any resolution.

(22) Has your firm or any member of your firm ever sued or been sued by the Housing Authority of the County of Riverside or its affiliated entities?  
Yes  No  Initials \_\_\_\_\_  
If yes, when and state the circumstances and any resolution of the lawsuit.

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(23) Has your firm or any member of your firm ever had a claim brought against because of breach of contract or nonperformance? Yes  No  Initials \_\_\_\_\_

If yes, when and state the circumstances and any resolution of the matter.

(24) 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? Has this firm been de-designated as a developer of any government sponsored or publicly assisted project?

Yes  No  Initials \_\_\_\_\_

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

(25) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACR? Yes  No

Initials \_\_\_\_\_

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

(26) Non-Collusive Affidavit: The undersigned party submitting this bid hereby certifies that such bid is genuine and not collusive and that said bidder entity 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 proposing, 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 bidder or to secure any advantage against the HACR or any person interested in the proposed contract; and that all statements in said bid are true.

Initials \_\_\_\_\_

(27) Verification Statement: The undersigned bidder hereby states that by completing and submitting this bid 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 HACR discovers that any information entered herein is false, that shall entitle the HACR to not consider nor make award or to cancel any award with the undersigned party.

Initials \_\_\_\_\_

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Printed Name**

\_\_\_\_\_  
**Company**

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**ATTACHMENT D**

**“HUD Form: 50071” – (must be signed)**

**(behind this page)**



**ATTACHMENT E**

**“HUD Form: 5370-C”**

**(behind this page)**

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**ATTACHMENT F**

**“Additional Federal Requirements”**

Whereas the work may be subject to applicable Federal, State, and local laws and regulations, including but not limited to the regulations pertaining to the Community Development Block Grant program (24 CFR Part 570) and the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200). Contractor, sub-contractors, consultants, and sub-consultants agree to comply with, and are subject to, all applicable requirements as follows:

**1. Equal Employment Opportunity - Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity", as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60):** The Contractor/Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Contractor/Consultant will ensure that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin. The Contractor/Consultant will take affirmative action to ensure that applicants are employed and the employees are treated during employment, without regard to their race color, religion, sex, or national origin. Such actions shall include, but are not limited to, the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor/Consultant agrees to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the County setting forth the provisions of this non-discriminating clause.

**2. Copeland “Anti-Kickback” Act (18 U.S.C. 874 and 40 U.S.C. 276c:** All contracts and subgrants in excess of \$2,000 for construction or repair awarded by recipients and subrecipients shall include a provision for compliance with the Copeland “Anti-Kickback” Act (18 U.S.C. 874), as supplemented by Department of Labor regulations (29 CFR part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The recipient shall report all suspected or reported violations to HUD.

**3. Davis-Bacon Act, as amended (40 U.S.C. 276a to a-7:** When required by Federal program legislation, all construction contracts awarded by the recipients and subrecipients of more than \$2000 shall include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 276a to a-7) and as supplemented by Department of Labor regulations (29 CFR part 5, “Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction”). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to HUD.

**4. Contract Work Hours and Safety Standards Act (40 U.S.C. 327 through 333):** Where applicable, all contracts awarded by recipients in excess of \$2000 for construction contracts and in excess of \$2500 for other contracts that involve the employment of mechanics or laborers shall include a provision for compliance with Sections 102 and 107 of the Contract Work Hours and Safety

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Standards Act (40 U.S.C. 327–333), as supplemented by Department of Labor regulations (29 CFR part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard workweek of 40 hours. Work in excess of the standard workweek is permissible provided that the worker is compensated at a rate of not less than 1 1/2 times the basic rate of pay for all hours worked in excess of 40 hours in the workweek. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

**5. Rights to Inventions Made Under a Contract or Agreement:** Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by HUD.

**6. Rights to Data and Copyrights:** Contractors and consultants agree to comply with all applicable provisions pertaining to the use of data and copyrights pursuant to 48 CFR Part 27.4, Federal Acquisition Regulations (FAR).

**7. Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended:** Contracts and sub-grants of amounts in excess of \$100,000 shall contain a provision that requires the recipient to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to HUD and the Regional Office of the Environmental Protection Agency (EPA).

**8. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352):** Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

**9. Debarment and Suspension (E.O.s 12549 and 12689):** No contract shall be made to parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs in accordance with E.O.s 12549 and 12689, “Debarment and Suspension,” as set forth at 24 CFR part 24. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees.

**10. Drug-Free Workplace Requirements:** The Drug-Free Workplace Act of 1988 (42 U.S.C. 701) requires grantees (including individuals) of federal agencies, as a prior condition of being awarded a grant, to certify that they will provide drug-free workplaces. Each potential recipient must certify that it will comply with drug-free workplace requirements in accordance with the Act and with HUD's rules at 24 CFR part 24, subpart F.

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**11. Access to Records and Records Retention:** The Consultant or Contractor, and any sub-consultants or sub-contractors, shall allow all duly authorized Federal, State, and/or County/HACR officials or authorized representatives access to the work area, as well as all books, documents, materials, papers, and records of the Consultant or Contractor, and any sub-consultants or sub-contractors, that are directly pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions. The Consultant or Contractor, and any sub-consultants or sub-contractors, further agree to maintain and keep such books, documents, materials, papers, and records, on a current basis, recording all transactions pertaining to this agreement in a form in accordance with generally acceptable accounting principles. All such books and records shall be retained for such periods of time as required by law, provided, however, notwithstanding any shorter periods of retention, all books, records, and supporting detail shall be retained for a period of at least four (4) years after the expiration of the term of this agreement.

**12. Federal Employee Benefit Clause:** No member of or delegate to the congress of the United States, and no Resident Commissioner shall be admitted to any share or part of this agreement or to any benefit to arise from the same.

**13. Energy Efficiency:** Mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871).

**14. Procurement of Recovered Materials (2 CFR 200.322.):** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only 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, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**ATTACHMENT G**

**“HUD Forms: 5369-B & 5369-C”**

**(behind this page)**

**ATTACHMENT H**

**“Section 3 Business Preference Form” – (optional)**

**(behind this page)**