HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
REQUEST FOR PROPOSAL INTERIOR JANITORIAL AND VACANT UNIT CLEANING
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INTRODUCTION

It is the mission of the Housing Authority County of Monterey (HACM) to provide, administer and encourage quality affordable hosing and related services to eligible residents of Monterey County.

Currently, HACM owns and/or manages: 15 multi-family apartment complexes, 7 senior or disabled persons complexes, 4 agricultural workers housing, 1 transitional housing complex, as well as several single-family homes throughout the County of Monterey. HACM also administers approximately 4,000 Section 8 vouchers.

In keeping with its mandate to provide efficient and effective services, HACM is now soliciting proposals from qualified licensed and insured entities to provide interior janitorial services and vacant unit cleaning to HACM. All proposals submitted in response to this solicitation must conform to all the requirements and specification outlined in this document in its entirety.

RFP INFORMATION AT A GLANCE

HACM CONTACT PERSON	Barbara J. Mulholland, Procurement and Contracts Manager Telephone 831-775-5083, TDD 831-754-2951
HOW TO OBTAIN THE RFP DOCUMENTS ON THE APPLICABLE INTERNET SITE	Access the Housing Authority of the County of Monterey website www.hamonterey.org click on Request for Proposal – Interior Janitorial Services and Vacant unit cleaning If you are unable to bring up the RFP, please contact Barbara Mulholland for a possible e-mail solution, or a hard copy solution
PRE-PROPOSAL CONFERENCE	Wednesday, November 30, 2011, 10:00 AM Housing Authority of the County of Monterey Main Conference Room 123 Rico Street, Salinas, California 93907
HOW TO FULLY RESPOND TO THIS RFP BY SUBMITTING A PROPOSAL SUBMITTAL	1. As directed within Section 3.0 of the RFP document, submit certain required financial information where provided 2. As instructed within Section 3.0 of the RFP document, submit original and 3 copies of your proposal to the HACM at the main office.
PROPOSAL SUBMITAL RETURN & DEADLINE	**Wednesday, December 14, 2011, 4:00 P.M., at the Housing Authority of the County of Monterey, 123 Rico Street, Salinas, CA 93907.** All proposals must be received on or before the closing date and time by mail, package delivery service, or hand delivery. Faxed and e-mailed copies are not acceptable for delivery methods for responses to this Request for Proposal.
ANTICIPATED APPROVAL BY HACM BOARD OF COMMISSIONERS	Monday February 27, 2012, Board of Commissioners meeting at 123 Rico Street, Salinas, CA 93907, main conference room.

1.0 HACM'S RESERVATION OF RIGHTS:

1.1 The HACM reserves the right to reject any or all proposals, to waive any informality in the RFP process, or to terminate the RFP process at any time, if deemed by the HACM to be in its best interests.

1.2 The HACM reserves the right to award different portions of this contract to different vendors. The HACM reserves the right to award the interior janitorial and the vacant unit cleaning separately, geographically, or in any configuration if it benefits the HACM.

1.3 The HACM reserves the right not to award a contract pursuant to this RFP.

1.4 The HACM reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon 10 days written notice to the successful proposer(s).

1.5 The HACM reserves the right to determine the days, hours and locations that the successful proposer(s) shall provide the services called for in this RFP.

1.6 The HACM reserves the right to retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the HACM Contracting Officer (CO).

1.9 The HACM reserves the right to negotiate the fees proposed by the proposer entity.

1.10 The HACM reserves the right to reject and not consider any proposal that does not meet the requirements of this RFP, including but not necessarily limited to incomplete proposals and/or proposals offering alternate or non-requested services.

1.11 The HACM shall have no obligation to compensate any proposer for any costs incurred in responding to this RFP.

1.12 The HACM shall reserve the right to at any time during the RFP or contract process to prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the HACM that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve the HACM, but not the prospective proposer, of any responsibility pertaining to such issue.

2.0 SCOPE OF WORK (SOW)/TECHNICAL SPECIFICATIONS (T/S): The HACM is seeking proposals from qualified, licensed and bonded entities to provide the following detailed housekeeping services at the sites listed herein:

2.1 Janitorial Services Main Office: Provide the following minimum services to certain assigned areas as described below:

Daily Cleaning

2.1.1 Completely clean and sanitize and restock all restroom area and fixtures, including floors, walls, doors, tile, mirrors, sinks, cabinets, countertops; fixtures, partitions, toilets and urinals, paper dispensers, soap dispensers, and any other item or fixture within the restroom area to maintain a clean and professional look and condition. Replace, as needed, all urinal blocks; toilet blocks, canned air freshener and chemicals;

2.1.2 Completely clean and sanitize the kitchen including counter tops, sink, tables, coffee maker, microwave oven, sweep floors, and wet mop all hard surface floors. Empty all trash cans daily and replace trash liner and place bagged trash within the designated outside dumpster;

Twice weekly (Tuesday and Friday)

2.1.3 Vacuum and spot clean all carpeted areas, including carpeted or fabric wall surfaces or office modular partitions;

2.1.4 Dust or clean the exterior surface of all office and lobby furniture; cabinets; bookcases; interior and exterior glass doors, including frames; base boards; appliances; doors; sashes; ledges; partitions; light fixtures; vents; pictures/frames; railings; office equipment, including telephones; wastepaper baskets; kick plates; drinking fountains; and any other items or surfaces in need of attention to maintain a clean and professional look and condition. Empty all trash cans and all recycle boxes and place bagged trash within the designated outside dumpster;

Monthly services

2.1.5 Clean the refrigerator in kitchen;

Quarterly Services

2.1.6 **S**tripping and waxing of all hard surface floors (please note that a 72-hour notice must be given);

2.1.7 Cleaning of all interior window surfaces.

Semi-annual Services

2.1.8 Cleaning of all carpeted areas (please note that a 72-hour notice must be given);

2.2 **Janitorial Services 134 E. Rossi Office:** Provide the following minimum services to certain assigned areas as described below:

Daily Cleaning

2.2.1 Completely clean and sanitize and restock all restroom area and fixtures, including floors, walls, doors, tile, mirrors, sinks, cabinets, countertops; fixtures, partitions, toilets and urinals, paper dispensers, soap dispensers, and any other item or fixture within the restroom area to maintain a clean and professional look and condition.

Replace, as needed, all urinal blocks; toilet blocks, canned air freshener and chemicals;

2.2.2 Completely clean and sanitize the kitchen including counter tops, sink, tables, coffee maker, microwave oven, sweep floors, and wet mop all hard surface floors. Empty all trash cans daily and replace trash liner and place bagged trash within the designated outside dumpster;

Twice weekly (Tuesday and Friday)

2.2.3 Vacuum and spot clean all carpeted areas, including carpeted or fabric wall surfaces or office modular partitions;

2.2.4 Dust or clean the exterior surface of all office and lobby furniture; cabinets; bookcases; interior and exterior glass doors, including frames; base boards; appliances; doors; sashes; ledges; partitions; light fixtures; vents; pictures/frames; railings; office equipment, including telephones; wastepaper baskets; kick plates; drinking fountains; and any other items or surfaces in need of attention to maintain a clean and professional look and condition. Empty all trash cans and all recycle boxes and place bagged trash within the designated outside dumpster;

Monthly services

2.2.5 Clean the refrigerator in kitchen.

Quarterly Services

2.2.6 **S**tripping and waxing of all hard surface floors (please note that a 72-hour notice must be given);

2.2.7 Cleaning of all interior window surfaces.

Semi-annual Services

2.2.8 Cleaning of all carpeted areas (please note that a 72-hour notice must be given).

2.3.0 Janitorial Services offsite locations

Hacienda, Office, community room
1415 Del Monte, Salinas, Office
350 Casentini, Salinas, Office
42 La Posada, Salinas, Office
1513 Wheeler, Salinas, Office
3043 Kwajalein Court, Office, community room, kitchen, public areas
20 Del Monte, Monterey, Office, all public hallways, elevators, community room, kitchen
800 Casanova, Monterey, Office

Weekly Cleaning

2.3.1 Vacuum and spot clean all carpeted areas, including carpeted or fabric wall surfaces or office modular partitions. Dust or clean the exterior surface of all office and lobby furniture; cabinets; bookcases; interior and exterior glass doors, including frames; base boards; appliances; doors; sashes; ledges; partitions; light fixtures; vents; pictures/frames; railings; office equipment, including telephones; wastepaper baskets; kick plates; drinking fountains; and any other items or surfaces in need of attention to maintain a clean and professional look and condition. Empty all trash cans and all recycle boxes and place bagged trash within the designated outside dumpster;

Completely clean and sanitize and restock all restroom area and fixtures, including floors, walls, doors, tile, mirrors, sinks, cabinets, countertops; fixtures, partitions, toilets and urinals, paper dispensers, soap dispensers, and any other item or fixture within the restroom area to maintain a clean and professional look and condition. Replace, as needed, all urinal blocks; toilet blocks, canned air freshener and chemicals;

If present, completely clean and sanitize the kitchen including counter tops, sink, tables, coffee maker, microwave oven, sweep floors, and wet mop all hard surface floors. Empty all trash cans daily and replace trash liner and place bagged trash within the designated outside dumpster;

If present, in Community Room, vacuum or sweep and mop all floors, wipe tables and chair if they are set up, spot clean walls, doors, windows as necessary.

Quarterly Services

2.3.2 **S**tripping and waxing of all hard surface floors (please note that a 72-hour notice must be given); Cleaning of all interior window surfaces.

Semi-annual Services

2.3.3 Cleaning of all carpeted areas (please note that a 72-hour notice must be given).

2.4.0 **Vacant Unit Cleaning:** Periodically the HACM may request the following services for units that may be in need of service:

2.4.1 Remove from unit all trash and debris (including shelf paper; tub decals; etc);

2.4.2 Clean/wash all window sills; cabinets (inside and out); closet shelves; potting shelves; and medicine cabinets, including shelves;

2.4.3 Clean/wash all sinks'; bathtubs; showers; plumbing fixtures; and tub and shower enclosures;

2.4.4 Strip and wax tile floors;

2.4.5 Mop and clean all tile areas;

2.4.6 **C**lean all carpeted areas;

2.4.7 Clean and wash all windows (interior and exterior sides), including removing screens, cleaning, and reinstalling. EXCEPTION: The exterior of windows in multi-story buildings that do not have a porch or a protected landing immediately outside the window that would allow safe access;

2.4.8 Clean and wash patio doors (interior and exterior), including cleaning and removal of all debris from patio door and window tracks;

2.4.9 Clean all appliances (range; refrigerator; and range hood);

2.4.10 Clean all light fixtures and ceiling fans;

2.4.11 Clean all light covers/shades, including removal and reinstalling;

2.4.12 Clean all air conditioning vents; water heater vents; return air vents.

2.4.13 Clean all storage and water heater rooms of debris, including sweeping out and wiping down shelves and water heater;

2.4.14 Remove all ensuing cleaning equipment and debris.

2.5 **Current Contractor:** The HACM's current contractor for these services is E & A Management Services, of Seaside, California, who was retained in July, 2003

3.0 PROPOSAL FORMAT:

3.1 **Tabbed Proposal Submittal:** The HACM intends to retain the successful proposer pursuant to a "Best Value" basis, not a "Low Proposal" basis ("Best Value," in that the HACM will, as detailed within the following Section 4.0, consider factors other than just cost in making the award decision). Therefore, so that the HACM can properly evaluate the offers received, all proposals submitted in response to this RFP must be formatted in accordance with the sequence noted following. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the HACM has published herein or has issued by addendum.

RFP Section	Tab No.	Description
3.1.1	**1**	**Form of Proposal:** This Form is attached hereto as Attachment A to this RFP document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.
3.1.2	**2**	**Form HUD-5369-C (8/93),** ***Certifications and Representations of Offerors, Non-Construction Contract*****:** This Form is attached hereto as Attachment B to this RFP document. This 2-page Form must be fully completed, executed where provided thereon and

		submitted under this tab as a part of the proposal submittal.
3.1.3	**3**	**Profile of Firm Form:** The Profile of Firm Form is attached hereto as Attachment C to this RFP document. This 2-page Form must be fully completed executed and submitted under this tab as a part of the proposal submittal.
3.1.4	**4**	**Proposed Services:** As more fully detailed within Section 2.0, *Scope of Proposal/Technical Specifications*, of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:
3.1.4.1		As detailed within Section 4.1, Evaluation Factor No. 2, herein, the proposer's Demonstrated Understanding of the HACM's Requirements.
3.1.4.2		As detailed within Section 4.1, Evaluation Factor No. 3, herein, the proposer's Technical Approach to staffing required to accomplish tasks
3.1.4.3		As detailed within Section 4.1, Evaluation Factor No. 4, herein, the proposer's Technical Capabilities (in terms of personnel, equipment and materials) and Management Plan (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).
3.1.4.4		As detailed within Section 4.1, Evaluation Factor No. 5, herein, the proposer's Demonstrated Experience in performing similar work and the proposer's Demonstrated Successful Past Performance of contract work substantially similar to that required by this solicitation.
3.1.4.5		If appropriate, how staff are retained, screened, trained and monitored;
3.1.4.6		The proposed quality control program;
3.1.4.7		An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.);
3.1.4.8		A complete description of the products and services the firms provides.
3.1.5	**5**	**Managerial Capacity/Financial Viability:** The proposer entity must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm.
3.1.6	**6**	**Client Information:** The proposer shall submit a listing of former or current clients, including any other Public Housing Authority, for whom the proposer has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
3.1.6.1		The client's name;
3.1.6.2		The client's contact name;
3.1.6.3		The client's telephone number;
3.1.6.4		A brief description and scope of the service(s) and the dates the

		services were provided;
3.1.7	**7**	**Equal Employment Opportunity:** The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy.
3.1.8	**8**	**Subcontractor/Joint Venture Information (Optional Item):** The proposer shall identify hereunder whether or not he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
3.1.9	**9**	**Section 3 Business Preference Documentation (Optional Item):** For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.
3.1.10	**10**	**Other Information (Optional Item):** The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the HACM in its evaluation.

3.1.11 If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under 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.

3.1.12 **Proposal Submittal Binding Method:** It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the HACM can, if needed, remove the binding 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. An original and three copies must be submitted.

3.2 **Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the HACM where provided on the attached proposal form, attachment H. The proposed fees submitted by each proposer are inclusive of all necessary costs to provide the proposed services not otherwise provided for herein, including, but not limited to: employee costs and benefits; clerical support; overhead; profit; supplies; materials; licensing; insurance; etc.

3.3 **Additional Information Pertaining to the Pricing Items:**

3.3.1 **Price Escalation:** At the discretion of the CO, at the end of the first one-year contract period (and at the end of any ensuing extended contract period), there may be an costs allowed in the same amount of any escalation that occurs pertaining to the Consumer Price Index for the local area.

3.3.1.1 **Notification Must Be Received From the Contractor:** The Contractor must notify the CO, in writing, of such desired escalation at least 60 days prior to the end of the noted contract period(s). Such escalations may occur no more than once in any 12-month period without the express written consent of the CO.

3.4 **Proposal Submission:** All pricing must be entered where provided and proposals must be submitted and time-stamped received in the designated HACM office by no later than the

submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 3 exact copies shall be placed unfolded in a sealed package and addressed to:

Housing Authority of the County of Monterey
Attention: Barbara Mulholland
Procurement and Contracts Manager
123 Rico Street
Salinas, California, 93907

The package exterior must clearly denote the above noted RFP name and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

3.5 **Proposer's Responsibilities--Contact With the HACM:** It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFP process to the CO only. Proposers must not make inquiry or communicate with any other HACM 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 the HACM to not consider a proposal submittal received from any proposer who may has not abided by this directive.

3.5.1 **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 proposers (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 the HACM and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer has already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

3.6 **Pre-proposal Conference:** The scheduled pre-proposal conference identified on Page 2 of this document is, pursuant to HUD regulation, not mandatory. Many prospective proposers have previously responded to an RFP with a multi-tabbed submittal and feel comfortable in doing so without attending the pre-conference. Typically, such conferences last 1 hour or less, though such is not guaranteed. The purpose of this conference is to assist prospective proposers in having a full understanding of the RFP documents so that he/she feels confident in submitting an appropriate proposal; therefore, at this conference the HACM will conduct an overview of the RFP documents, including the attachments. Prospective proposers may also ask questions, though the CO may require that some such questions are delivered in writing prior to a response. Whereas the purpose of this conference is to review the RFP documents, attendees should bring a copy of the RFP documents to this conference; however, the HACM ***will not*** distribute at this conference any copies of the RFP documents.

3.7 **Recap of Attachments:** It is the responsibility of each proposer to verify that he/she has downloaded the following attachments pertaining to this RFP, which are hereby by reference included as a part of this RFP:

RFP Section	Attachment	Attachment Description
3.7.1	**A**	Form of Proposal
3.7.2	**B**	Form HUD-5369-C (8/93), *Certifications and Representations of Offerors, Non-Construction Contract*
3.7.3	**C**	Profile of Firm Form
3.7.4	**D**	Section 3 Forms, including explanation
3.7.5	**E**	Form HUD-5369-B (8/93), *Instructions to Offerors, Non-Construction*
3.7.6	**F**	HACM *Instructions To Proposers & Contractors*
3.7.7	**G**	HACM Sample Contract Form (please note that this contract is being given as a sample only--the HACM reserves the right to revise any clause herein and/or to include within the ensuing contract any additional clauses that the HACM feels it is in its best interests to do so)
3.7.7.1	**G-1**	Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)*
3.7.7.2	**G-2**	Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts Section II (With Maintenance Work)*
3.7.8	**H**	Fee Proposal Form

4.0 PROPOSAL EVALUATION:

4.1 **Evaluation Factors:** The following factors will be utilized by the HACM to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	**60 points**	**Objective**	The **PROPOSED COSTS** the proposer proposes to charge the HACM to provide the required work.
2	**10 points**	**Subjective (Technical)**	The proposer's **DEMONSTRATED UNDERSTANDING of the REQUIREMENT**;
3	**10 points**	**Subjective (Technical)**	The **APPROPRIATENESS of the TECHNICAL APPROACH** (including labor categories, estimated hours and skill mix) and the **QUALITY of the WORK PLAN.**
4	**5 points**	**Subjective (Technical)**	The proposer's **TECHNICAL CAPABILITIES** (in terms of personnel, equipment and materials) and the **MANAGEMENT PLAN** (including staffing of key positions, method of assigning work and procedures for maintaining level of service, etc.).

5	**10 points**	**Subjective (Technical)**	The proposer's **DEMONSTRATED EXPERIENCE** in performing similar work and the proposer's **DEMONSTRATED SUCCESSFUL PAST PERFORMANCE** of contract work substantially similar to that required by this solicitation as verified by reference checks or other means.
6	**5 points**	**Subjective (Technical)**	The **OVERALL QUALITY AND PROFESSIONAL APPEARANCE OF THE PROPOSAL SUBMITTED**, based upon the opinion of the evaluators.
	100 points	**100 points**	**Total Points (other than preference points)**

4.1.2 **Preference Evaluation Factor:** The following factors will be utilized by the CO to evaluate each proposal submittal received:

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
7		**Objective**	**SECTION 3 BUSINESS PREFERENCE PARTICIPATION:** A firm may qualify for Section 3 status as detailed within Attachment D (NOTE: A max of 5 points awarded).
7a	15 points		Priority I: As detailed on page 5 of Attachment D.
7b	12 points		Priority II: As detailed on page 5 of Attachment D.
7c	9 points		Priority III: As detailed on page 5 of Attachment D.
7d	6 points		Priority IV: As detailed on page 5 of Attachment D.
7e	3 points		Priority V/VI: As detailed on page 5 of Attachment D.
	15 points		**Maximum Preference Points (Additional)**
	115 points	**Total Possible Points**	

4.2 **Evaluation Method:**

4.2.1 **Initial Evaluation for Responsiveness:** Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). The HACM reserves the right to reject any proposals deemed by the HACM not minimally responsive (the HACM will notify such firms in writing of any such rejection).

4.2.2 **Evaluation Committee:** The HACM anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFP.

4.2.3 **Award Recommendation:** It is anticipated that the final rankings will be forwarded to the HACM Board of Commissioners (BOC) at a regularly scheduled board meeting for approval. The HACM BOC will then make its determination as to whether or not to follow the evaluation committee's recommendation.

4.2.4 **Notice of Results of Evaluation:** If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

4.2.4.1 Which proposer received the award;

4.2.4.2 Where each proposer placed in the process as a result of the evaluation of the proposals received;

5.0 CONTRACT AWARD:

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

5.1.1 By completing, executing and submitting the Form of Proposal, Attachment A, the "proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACM, including the contract clauses already attached as Attachments G, G-1, and G-2. Accordingly, the HACM has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses already published.

5.2 **Contract Conditions:** The following provisions are considered mandatory conditions of any contract award made by the HACM pursuant to this RFP:

5.2.1 **Contract Form:** The HACM will not execute a contract on the successful proposer's form--contracts will only be executed on the HACM form (please see Sample Contract, Attachments G, G-1, and G-2), and by submitting a proposal the successful proposer agrees to do so (please note that the HACM reserves the right to amend this form as the HACM deems necessary). However, the HACM will during the RFP process (prior to the submittal deadline) consider any contract clauses that the proposer wishes to include therein and submits in writing a request for the HACM to do so; but the failure of the HACM to include such clauses does not give the successful proposer the right to refuse to execute the HACM's contract form. It is the responsibility of each prospective proposer to notify the HACM, in writing, prior to submitting a proposal, of any contract clause that he/she is not willing to include in the final executed contract and abide by. The HACM will consider and respond to such written correspondence, and if the prospective proposer is not willing to abide by the HACM's response (decision), then that prospective proposer shall be deemed ineligible to submit a proposal.

5.2.1.1 Please note that the HACM 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.

5.2.2 **Assignment of Personnel:** The HACM shall retain the right to demand and receive a change in personnel assigned to the work if the HACM believes that such change is in the best interest of the HACM and the completion of the contracted work.

5.2.3 **Unauthorized Sub-Contracting Prohibited:** The successful proposer 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. 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 HACM, or may result in the full or partial forfeiture of funds paid to the successful proposer as a result of the proposed contract; either as determined by the CO.

5.3 **Contract Period:** The HACM anticipates that it will initially award a contract for the period of 1 year with the option, at the HACM's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

5.4 **Licensing and Insurance Requirements:** Prior to award (but not as a part of the proposal submission) the *successful proposer* will be required to provide:

5.4.1 An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount;

5.4.2 An original certificate evidencing General Liability coverage, naming the HACM as an additional insured, together with the appropriate endorsement to said policy reflecting the addition of the HACM as an additional insured under said policy (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000, together with damage to premises and fire damage of $50,000 and medical expenses any one person of $5,000), with a deductible of not greater than $1,000;

5.4.3 An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of $1,000,000 each occurrence, general aggregate minimum limit of $1,000,000), with a deductible of not greater than $1,000;

5.4.4 An original certificate showing the proposer's automobile insurance coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and medical pay of $5,000.

5.4.5 A copy of the proposer's business license allowing that entity to provide such services within the cities of Monterey County;

5.5 **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.

FORM OF PROPOSAL
(Attachment A)

(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 submittal. Please complete this form by marking an "X," where provided, to verify that the referenced completed form or information has been included within the "hard copy" proposal submittal submitted by the proposer. Also, complete the Section 3 Statement and the Proposer's Statement as noted below:

X=ITEM INCLUDED	SUBMITTAL ITEMS *(Three copies of each proposal, including one with original signatures)*
_____	Tab 1 Form of Proposal (Attachment A)
_____	Tab 2 Form HUD-5369-C (Attachment B)
_____	Tab 3 Profile of Firm Form (Attachment C)
_____	Tab 4 Proposed Services
_____	Tab 5 Managerial Capacity/Financial Viability, including resumes
_____	Tab 6 Client Information
_____	Tab 7 Equal Employment Opportunity Statement
_____	Tab 8 Subcontractor/Joint Venture Information (Optional)
_____	Tab 9 Section 3 Business Preference Documentation (Optional; Attachment D)
_____	Tab 10 Other Information (Optional)

SECTION 3 STATEMENT

Are you claiming a Section 3 business preference? YES___ or NO____. If "YES," pursuant to the Section 3 portion within the Conditions and Specifications, and pursuant to the documentation justifying such submitted under Tab No. 9, which priority are you claiming? _____.

PROPOSER'S STATEMENT

The undersigned proposer hereby states that by completing and submitting this Form and all other documents within this proposal submittal, he/she is verifying that all information provided herein is, to the best of his/her knowledge, true and accurate, and that if the HACM discovers that any information entered herein to be false, such shall entitle the HACM to not consider or make award or to cancel any award with the undersigned party. Further, by completing and submitting the proposal submittal, and by entering and submitting the costs where provided within the noted Internet System, the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by the HACM, either in hard copy or on the noted Internet System, including an agreement to execute the attached Sample Contract form. 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 HACM with the services described herein for the fee(s) entered within the areas provided within the noted Internet System pertaining to this RFP.

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

PROFILE OF FIRM FORM
(Attachment C)

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

(1) Prime ____ Sub-contractor _____ (This form must be completed by and for each).

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

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

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

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

NAME	TITLE	% OF OWNERSHIP

(6) 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

(7) Proposer 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**

PROFILE OF FIRM FORM
(Attachment C)

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

(8) Federal Tax ID No.:_____

(9) Monterey County and/or Cities serviced Business License No.:_____

(10) State of California License Type and No, (if appropriate) :_____

(11)Worker's Compensation Insurance Carrier:_____
Policy No.:_____ Expiration Date:_____

(12) General Liability Insurance Carrier:_____
Policy No. _____ Expiration Date:_____

(13) Professional Liability Insurance Carrier: _____
Policy No. _____ Expiration Date:_____

(14) Debarred Statement: Has this firm, or any principal(s) ever been debarred from providing any services by the Federal Government, any state government, the State of California, or any local government agency within or without the State of California? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(15) Disclosure Statement: Does this firm or any principals thereof have any current, past personal or professional relationship with any Commissioner or Officer of the HACM? Yes ☐ No ☐
If "Yes," please attach a full detailed explanation, including dates, circumstances and current status.

(16) Non-Collusive Affidavit: The undersigned party submitting this proposal hereby certifies that such proposal is genuine and not collusive and that said proposer 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 proposer or to secure any advantage against the HACM or any person interested in the proposed contract; and that all statements in said proposal are true.

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

_____	_____	_____	_____
Signature	**Date**	**Printed Name**	**Company**

(Attachment D)

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 BUSINESS PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

NAME OF BUSINESS: _____

ADDRESS OF BUSINESS: _____

TYPE OF BUSINESS: ☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For business claiming status as a Section 3 resident-owned Enterprise:

☐ Copy of resident lease ☐ Other evidence ☐ Copy of evidence of participation in a public assistance program

For the business entity as applicable:

☐ Copy of Articles of Incorporation

☐ Certificate of Good Standing

☐ Assumed Business Name Certificate

☐ Partnership Agreement

☐ List of owners/stockholder and % of each

☐ Corporation Annual Report

☐ Latest Board minutes appointing officers

☐ Additional documentation

☐ Organization chart with names and titles and brief functional statement

For business claiming Section 3 status by subcontracting 25% of the dollar awarded to qualified Section 3 business:

☐ List of subcontracted Section 3 business and subcontract amount

For business claiming Section 3 status, claiming at least 30% of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:

☐ List of all current full time employees

☐ List of all employees claiming Section 3 status

☐ PHA Residential lease (less than 3 years from date of employment)

☐ Other evidence of Section 3 status (less than3 years from date of employment)

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:

- ☐ Current financial statement
- ☐ List of owned equipment
- ☐ Statement of ability to comply
- ☐ List of all contracts for the past 2 years with public policy

Corporate Seal

_____	_____
Authorizing Name and Signature	Notary
_____	_____
Title	My Term Expires:_____

_____

Signature Date Printed Name

(Attachment D)
SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES

Number Of All Contracts Proposed: _____

Name Of Company: _____

Dollar Value Of All Contracts Proposed: _____

Project: _____

To The Greatest Extent Feasible, Contracts Will Be Awarded Through Negotiation Or Proposal To Qualified Project Area Businesses.

Goal of These Contracts for Project Area Businesses:

PROPOSED TYPE OF CONTRACT	APPROX. COST	PROPOSED TYPE OF CONTRACT	APPROX. COST

Outline The Program To Achieve These Goals For Economically And Socially Disadvantaged:

_____

_____

_____

_____

_____

NOTE: To Complete The Affirmative Action Plan, Follow Steps Outlines In Attached Exhibit.

(INSERT THIS DOCUMENT IN PROPOSAL DOCUMENTS AND WITH PROPOSAL)

DATE: _____

_____

Signature Date Printed Name

(Attachment D)

SUGGESTED AFFIRMATIVE ACTION PLAN FOR UTILIZATION OF PROJECT AREA BUSINESSES
(con'd)

SUGGESTED SECTION 3 PRELIMINARY WORKFORCE STATEMENT UTILIZATION OF LOWER INCOME PROJECT AREA RESIDENTS AS REGULAR, PERMANENT EMPLOYEES, TRAINEES, APPRENTICES.

COMPANY NAME: _____

ADDRESS: _____

PROJECT: _____

	PRESENT PERMANENT EMPLOYEES (At Time of Contract Signing)	SECTION 3 WORKFORCE PROJECTION (Residents)	TOTAL PROJECTED WORKFORCE INCREASE
TRAINEES			
APPRENTICES			
JOURNEYPERSONS			
LABORERS			
SUPERVISORY			
SUPERINTENDENT			
PROFESSIONAL			
CLERICAL			

NOTE: RESIDENTS ARE THOSE LOWER INCOME PROJECT AREA RESIDENTS WHO HAVE BEEN QUALIFIED AS ELIGIBLE.

_____

Signature Date Printed Name

SECTION 3 BUSINESS PREFERENCE CLAUSE

(Attachment D)

This contract is subject to the following conditions under Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3).

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor or organization or workers' representative of the contractor's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.

E. The contractor will certify that any vacant employment positions, including training positions that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.

F. Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprise. Parties to this contract that are subject to the provisions of Section 3 and Section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with Section 7(b).

PREFERENCE FOR SECTION 3 BUSINESS CONCERNS IN CONTRACTING OPPORTUNITIES
(Attachment D)

The HACM has established the following priority for preference when providing contracting opportunities to Section 3 Businesses:

Priority I

Category 1a Business

Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.

Priority II

Category 1b Business

Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.

Priority III

Category 2a Business

Business concerns that are 51 percent or more owned by residents of any other housing development or developments.

Priority IV

Category 2b Business

Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.

Priority V

Category 3 Business

Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.

Priority VI

Category 4a Business

Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan area.

Priority VII

Category 4b Business

Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.

Eligibility for Preference

A business concern seeking to qualify for a Section 3 contracting preference shall certify or submit evidence that the business concern is a Section business concern.

(Attachment D)

HUD directs within 24 CFR 135 that the HACM may make award to qualified Section 3 business concern with the highest priority ranking and with the lowest responsive proposal if that proposal is:

(a) within the maximum total contract price established by the HACM; or

(b) not more than "X" higher than the total proposal price of the lowest responsive proposal from any responsible proposer. "X" is determined as follows:

	"X" = LESSOR OF:
When the lowest responsive proposal is less than $100,000	10% of that proposal, or $9,000.00
When the lowest responsive proposal is at least:	
$100,000.00, but less than $200,000.00	9% of that proposal, or $16,000.00
$200,000.00, but less than $300,000.00	8% of that proposal, or $21,000.00
$300,000.00, but less than $400,000.00	7% of that proposal, or $24,000.00
$400,000.00, but less than $500,000.00	6% of that proposal, or $25,000.00
$500,000.00, but less than $1,000,000.00	5% of that proposal, or $40,000.00
$1,000,000.00, but less than $2,000,000.00	4% of that proposal, or $60,000.00
$2,000,000.00, but less than $4,000,000.00	3% of that proposal, or $80,000.00
$4,000,000.00, but less than $7,000,000.00	2% of that proposal, or $105,000.00
$7,000,000.00, or more	1.5% of the lowest responsive and responsible proposal with no dollar limit

Instructions to Proposers & Contractors (ITPC)
REQUEST FOR PROPOSALS (RFP) INTERIOR JANITORIAL SERVICES AND VACANT UNIT CLEANING
(Attachment F)

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1.0 GENERAL CONDITIONS:

1.1 Applicability: If referred to within the text of such, these ITPC shall be applicable to all Requests For Proposals (RFP) solicitations that the Housing Authority of the County of Monterey (HACM) conducts and shall be applicable to any contract that the HACM awards to or signs with any firm, agency or individual pursuant to that RFP. A copy of these ITPC shall be made available to any actual or prospective proposer, or contractor who does business with or intends to do business with the HACM.

1.1.1 Unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within these ITPC, the provision in the RFP or contract document shall govern. Further, in the case of any attached HUD forms (more specifically: HUD-5369-C (8/93); HUD-5369-B (8/93); and HUD-5370-C (10/2006), Section I and/or Section II), the information within such HUD form(s) shall govern any other information issued, especially that issued within any HACM-created forms that are issued as a part of this solicitation.

1.2 Definitions (pertaining to all RFP documents issued by the HACM pertaining to this RFP, including the attachments and the ensuing contract)**:**

1.2.1 **"Contracting Officer"** when named within an RFP document shall refer to either the ED or the person he/she has delegated such responsibilities to.

1.2.2 **"Contract"** refers to the fully executed written agreement that ensues from the RFP. Whereas all RFP documents are included, by reference, as a part of the ensuing contract, when "contract" is referred to within the RFP document; such is referring to both the RFP documents and the ensuing contract document.

1.2.3 **"Contractor"** and the term "successful proposer" may be used interchangeably.

1.2.4 **"Days"** unless otherwise directed, shall refer to calendar days.

1.2.6 **"ED"** is the HACM Executive Director.

1.2.8 **"HACM"** is the Housing Authority of the County of Monterey. Unless otherwise defined herein or within the ensuing contract, whenever the term "the HACM" is used without clearly designating a responsible HACM staff person, the proposer(s) shall assume that responsibility for that item rests with the CO.

1.2.9 **"HUD"** is the United States Department of Housing and Urban Development. HUD is the Federal agency that the HACM receives some funding from; however, pertaining to this RFP, correspondences, including proposal submittals, received from each proposer must exhaust all provisions contained herein prior to contacting HUD (i.e. in the case of a protest).

1.2.10 **"Herein"** shall refer to all documents issued pursuant to the noted RFP, including the RFP documents and the attachments.

1.2.11 **Offer"** is the proposal submittal referred to within the following Section 1.2.14 that the proposer delivers to the HACM in response to the RFP.

1.2.12 **Offeror" or "Offerors"** are the proposer or proposers.

1.2.13 **"Parties" -** When "the parties," "both parties" or "either party" is stated within the RFP documents or the contract, such refers to the HACM and the successful proposer(s).

1.2.14 **"Proposal" and/or "Proposal Submittal"** is the "hard copy" document that the proposer is required to, as detailed within the RFP document, deliver to the HACM.

1.2.15 **"Protestant"** is a prospective proposer or proposer who feels that he/she has been treated inequitably by the HACM and wishes the HACM to correct the inequitable condition or situation. To be eligible to file a protest with the HACM pertaining to an RFP or contract, the protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents).

1.2.16 **"Prospective Proposer" or "Proposer" -** A prospective proposer is a firm or individual who has been notified of the RFP solicitation and/or who has requested and/or received the RFP documents and is considering responding with a proposal; a proposer is a firm or individual who has submitted a proposal in response to the RFP. All terms and conditions shall apply equally to all prospective proposers as well as proposers, though prospective proposers may not, after the deadline set for receiving proposals, receive further notices pertaining to that RFP--meaning, certain notices (such as the Notice of Results of Evaluation) are typically only delivered to proposers and not to all prospective proposers.

1.2.17 **"Request For Proposals" (RFP)** is the competitive proposal process allowed by HUD, especially as defined within Chapter 7 of HUD Procurement Handbook 7460.8 REV 2.

1.2.18 **"RFP Document(s)" -** Whether stated in the singular or the plural, such refers to the body of documents, including attachments and the information that the HACM makes available to all prospective proposers wherein is detailed the HACM's requirements.

1.2.19 **"Solicitation" or "Competitive Solicitation"** is the RFP process detailed herein.

2.0 CONDITIONS TO PROPOSE:

2.1 **Pre-Qualification of Proposers:** Prospective proposers will not be required to pre-qualify in order to submit a proposal. However, all proposers will be required to submit adequate information showing that the proposer is qualified to perform the required work (i.e. Profile of Firm Form and required resumes). Failure by the prospective proposer to provide the requested information may, at the HACM's discretion, eliminate that proposer from consideration, provided that all proposers were required to submit the same information (in the case of a successful proposer(s), these requirements shall also apply in the context of the successful proposer or proposers).

2.2 **RFP Forms, Documents, Specifications and Drawings:**

2.2.1 It shall be each prospective proposer's responsibility to, prior to submitting a proposal in response to the RFP, examine carefully and, as may be required, properly complete and submit all documents issued pursuant to this RFP.

2.2.2 Unless otherwise instructed, specifications and drawings (if provided) do not purport to show all of the exact details of the work. They are intended to illustrate the character and extent of the performance desired under the proposed contract and may be supplemented or revised from time to time.

2.2.3 The HACM shall reserve the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFP documents issued, within any attachment or drawing, or within any addenda issued; such notice shall be delivered in writing to each prospective and/or actual proposer. Such changes that are issued before the deadline for receipt of proposals shall be binding upon all prospective proposers. Such changes that are issued after the receipt of proposals, but prior to award shall be binding upon all parties that have submitted proposals; however, such parties shall be allowed to reject such changes by, within 5 days of receipt of such written notice, withdrawing his/her proposal. Such withdrawal must be delivered, in writing, to the CO within the 5-day deadline period.

2.3 Proposal Preparation, Submission and Receipt by the HACM:

2.3.1 **Required Forms:** All required forms furnished by the HACM as a part of the RFP document issued shall, as instructed, be fully completed and submitted by the proposer. Such forms may be completed in a legible hand-written fashion, by use of a typewriter, or may be downloaded and completed on a computer. If, during the download, a form becomes changed in any fashion, the proposer must "edit" the form back to it's originally form (for example, signature lines must appear on the page the line was originally intended to be on).

2.3.2 **Manner of Submission:** The proposal submittal shall be submitted in the manner detailed within the RFP document. Failure to submit the proposal in the manner specified may result in a premature opening of, post-opening of, or failure to open and consider that proposal, and may, at the discretion of the CO, eliminate that proposer from consideration for award.

2.3.3 **Time for Receiving Proposals:** Proposals received prior to the time set as the deadline for the receipt by the HACM of the proposal submittal shall be securely kept, unopened, by the HACM. The CO, whose duty it is to open such proposals, will decide when the specified time has arrived. No proposal received after the designated deadline shall be considered, except as detailed within Section 6 of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*.

2.3.3.1 Proposers are cautioned that any proposal submittal that may be time-stamped as being received by the HACM after the exact time set as the deadline for the receiving of proposals shall be returned unopened to the proposer. Any such proposals inadvertently opened shall not be considered, but shall be ruled to be invalid. No responsibility will attach to the HACM or any official or employee thereof, for the pre-opening of, or the failure to open a proposal not properly addressed and identified.

2.3.4 **No Public Opening of Proposals:** Pursuant to the competitive proposals or RFP process, proposals are not publicly opened, but are held secure until the submittal deadline has passed. The proposals are then opened in private by the CO (or his/her designee) and are, pursuant to the evaluation plan, examined for minimal responsiveness (i.e. minimum compliance with the requirements of the RFP). Persons other than HACM staff involved in this process are not allowed to be present during the opening, nor may they inspect the proposals until after award has been completed.

2.3.5 **Withdrawal of Proposals:** Proposals may be withdrawn as detailed within Section 6(h) of Form HUD-5369-B (8/93), *Late Submissions, Modifications and Withdrawal of Offers*. Negligence on the part of the proposer in preparing his/her proposal confers no right of withdrawal or modification of his/her proposal after such proposal has been received and opened.

2.3.6 **Conflicting Conditions:** Any provisions detailed within any of the RFP documents which may be in conflict or inconsistent with any of the paragraphs in any of the other RFP documents, including attachments, shall be void to the extent of any such conflict or inconsistency. Further, as stated within Section 1.1.1 of this ITP, unless otherwise specified within the RFP or contract documents, in the event that any provision in any document listed herein conflicts with any provision within this ITP, the provision in the RFP or contract document shall govern.

2.3.7 **Interpretations:** No official oral interpretation can be made to any proposer as to the meaning of any instruction, condition, specifications drawing (if any), or any other document issued pertaining to this RFP. Every request for an official interpretation shall be made by the prospective proposer, in writing, pursuant to the schedule set within the RFP document issued and as directed by the HACM. Official interpretations will be issued in the form of addenda, which will be delivered to each proposer; but it shall be the prospective proposer's responsibility to make inquiry as to addenda issued. All such addenda shall become a part of the RFP documents and the proposed contract with the successful proposer and all proposers shall be bound by such addenda, whether or not received by the prospective or successful proposer(s).

2.4 Exceptions to Specifications:

2.4.1 A proposer may take exception to any of the proposal documents or any part of the information contained therein, by submitting, in writing to the CO, at least 10 days prior to the proposal deadline, a complete and specific explanation as to what he/she is taking exception to. Proposed alternate documents or information must also be included. A response by the HACM will be issued in writing within 5 days of receipt of such exception request. The HACM reserves the right to agree with the prospective proposer and issue a revision to the applicable RFP requirements, or may reject the prospective proposer's request.

2.4.2 When taking exception, prospective proposers must propose services that meet the requirements of the RFP documents. Exceptions to the specification and/or approved "equal" requests may be discussed at the scheduled pre-proposal conference (if scheduled). All verbal instructions issued by the HACM officers not already listed within the RFP documents shall only become official when issued as addenda or as a written answer issued pursuant to receipt of a written question.

2.5 Lump Sum Cost Breakdown (LSCB):

2.5.1 The HACM reserves the right to, at any time, request and receive from any or all proposers a LSCB of any or all of the costs proposed. The proposal documents constitute an outline of the work to be completed by the

proposer. These documents are intended to include all major items, and the lump sum cost breakdown computed there from will be the maximum compensation for all work and materials whatsoever furnished by the proposer in order to comply with the proposal documents in their present form, whether or not indicated in the approximate quantities or pertaining to the items of work as listed.

2.5.1.1 The purpose of this LSCB will serve the HACM in two distinct areas:

2.5.1.1.1 **Prior to award of proposals:** The HACM may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of determining an unbalanced cost proposal. The CO, using acceptable methods dictated by the industry, shall conduct the analysis.

2.5.1.1.2 **After award:** The HACM may request a LSCB for any or all items reflected within the RFP document as "lump sum" for the purpose of making partial payments to the successful proposer.

2.5.1.1.3 Under no circumstances, may any cost item reflected as "lump sum" be increased/decreased as a result of the LSCB analysis.

3.0 PROPOSAL EVALUATION:

3.1 **Proposal Opening Results:** It is understood by all proposers/prospective proposers that the proposals received are not publicly opened and the results will typically not be a matter of public record until the HACM has concluded all evaluations, has chosen a final top-rated proposer, has completed the award and is ready to issue such results. When the HACM issues such notice, the HACM will inform all proposers as to each proposers placement as a result of the evaluation (i.e. 1st, 2nd, 3rd, etc.), the total points each proposer was awarded as a result of the evaluation and the proposed costs submitted by each proposer.

3.1.1 All proposal documents submitted by the proposers are not necessarily a matter of public record and as a matter of normal course, the proposals submitted by each proposer will not, until after award has been completed, be available to be viewed by any interested parties except as approved by the HACM Legal Counsel (i.e. a proposer will not, prior to completion of award, be allowed to challenge an apparent top-rated proposer by inspecting the proposal that the apparent top-rated proposer submitted). The HACM shall,

however, upon request, verify that the proposal documents submitted are/were acceptable.

3.2 **Award of Proposal(s):** The successful proposer shall be determined by the top-rated responsive and responsible proposer as determined by the evaluation process detailed within the RFP document issued, provided his/her proposal is reasonable, he/she is able to deliver the specified items in a timely manner and it is, in the opinion of the HACM, to the bests interests of the HACM to accept the proposal. All proposers will be notified in a timely manner of the results of the evaluation after award has been completed.

3.3 **Rejection of Proposals:**

3.3.1 The HACM reserves the rights to, at any time during the proposal process, reject any or all proposals received. In the case of rejection of all proposals, the HACM reserves the right to advertise for new proposals or to proceed to do the work otherwise, if in the judgment of the HACM, the best interest of the HACM will be promoted.

3.3.2 Prospective proposers acknowledge by downloading and receiving the RFP documents and/or by submitting a proposal that the submission of a proposal to the HACM is not a right by which to be awarded that proposal, but merely an offer by the prospective proposer to perform the requirements of the RFP documents in the event the HACM decides to consider an award to that proposer.

3.4 **Cancellation of Award:** The HACM reserves the right to, without any liability; cancel the award of any proposal(s) at any time before the execution of the contract documents by all parties.

3.5 **Mistake in Proposal Submitted:**

3.5.1 A request for withdrawal of a proposal due to a purported error need not be considered by the HACM unless the same is filed in writing by the proposer within 48 hours after the proposal deadline (proposers may of their own volition withdraw a proposal prior to the submittal deadline). Any such request shall contain a full explanation of any purported error and shall, if requested by the HACM, be supported by the original calculations on which the proposal was computed, together with a certification and notarization thereon that such computation is the original and prepared by the proposer or his/her agent, who must be identified on the notarized form. The foregoing shall not be construed that such withdrawal will be permitted, as the HACM retains the right to accept or reject any proposal withdrawal for a mistake.

3.5.2 Unless otherwise prohibited within the RFP documents, a mistake in the cost unit pricing that does not affect the total cost sum submitted may, at the HACM's discretion, be corrected by submitting a corrected cost form, together with a complete explanation in writing, of how the mistake

occurred, to the CO, for his/her review. This mistake must be corrected before the issuance of contract documents.

3.6 **Irregular Proposal Submittal:** A proposal shall be considered irregular for any one of the following reasons, any one or more of which may, at the HACM's discretion, be cause for rejection:

3.6.1 If the forms furnished by the HACM are not used or are altered or if the proposed costs are not submitted as required and where provided (especially within the noted Internet System).

3.6.2 If all requested completed attachments do not accompany the proposal submitted.

3.6.3 If there are unauthorized additions, conditional or alternate proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite or ambiguous as to its meaning or give the proposer submitting the same a competitive advantage over other proposers.

3.6.4 If the proposer adds any provisions reserving the right to accept or reject any award or to enter into a contract pursuant to an award.

3.6.5 If the individual Pricing Items submitted by a specific proposer are unbalanced in the sense that the listed price of any cost item departs by more than 25% from the HACM's cost estimate for that item.

3.7 **Disqualification of Proposers:** Any one or more of the following shall be considered as sufficient for the disqualification of a proposer and the rejection of his/her proposal:

3.7.1 Evidence of collusion among prospective proposers. Participants in such collusion will receive no recognition as bidders or proposers for any future work of the HACM until such participant shall have been reinstated as a qualified proposer or proposer. The names of all participants in such collusion shall be reported to HUD and any other inquiring governmental agency.

3.7.2 More than one proposal for the same work from an individual, firm, or corporation under the same or different name(s), unless such was specifically allowed by the HACM within the proposal documents issued, including by addendum.

3.7.3 Lack of competency, lack of experience and/or lack of adequate machinery, plant and/or other resources.

3.7.4 Documented unsatisfactory performance record as shown by past work for the HACM or with any other local, State or Federal agency, judged from the standpoint of workmanship and progress.

3.7.5 Incomplete work, which in the judgment of the HACM, might hinder or prevent prompt completion of additional work, if awarded.

3.7.6 Failure to pay or satisfactorily settle all bills due on former contracts still outstanding at the time of letting.

3.7.7 Failure to comply with any qualification requirement of the HACM.

3.7.8 Failure to list, if required, all subcontractors (if subcontractors are allowed by the HACM) who will be employed by the successful proposer(s) to complete the work of the proposed contract.

3.7.9 As required by the RFP documents, failure of the successful proposer to be properly licensed by the County of Monterey and/or the State of California and/or to be insured by a general liability and/or worker's compensation policy.

3.7.10 Any legal reason to be determined, in good faith, to be in the best interests of the HACM.

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

4.0 Right to Protest:

4.1 **Rights:** Any prospective or actual proposer, offeror, or contractor who is allegedly aggrieved in connection with the solicitation of a proposal or award of a contract, shall have the right to protest. An alleged aggrieved protestant claiming this right is hereby informed that these regulations do not provide for administrative appeal as a matter of right for that alleged aggrieved protestant.

4.1.1 An alleged aggrieved "protestant" is a prospective or actual proposer who feels that he/she has been treated inequitably by the HACM and wishes the HACM to correct the alleged inequitable condition or situation. To be eligible to file a protest with the HACM pertaining to an RFP or contract, the alleged aggrieved protestant must have been involved in the RFP process in some manner as a prospective proposer (i.e. registered and received the RFP documents) when the alleged situation occurred. The HACM has no obligation to consider a protest filed by any party that does not meet these criteria.

4.2 **Administrative Powers:** It is totally within the administrative powers of the ED to grant or deny any requests for administrative appeal. If, in the opinion of the ED, the alleged aggrieved protestant merits an administrative review, the ED shall direct that alleged aggrieved protestant to submit additional data.

4.3 **Procedure to Protest:** An alleged aggrieved protestant shall comply with the following protest procedures, and failure to comply in the manner prescribed shall automatically relieve the HACM from accepting or considering that protest:

4.3.1 The alleged aggrieved protestant must file, in writing, to the CO 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 HACM or condition is being protested as inequitable, making, where appropriate specific reference to the RFP documents issued. The protest document must also state the corrective action requested. Failure by the alleged aggrieved protestant to fully submit such information shall relieve the HACM from any responsibility to consider the protest and take any corrective action.

4.3.2 The written instrument containing the reason for the protest must be received by the CO within 10 days after the occurrence of any of the following:

4.3.2.1 the deadline for receiving proposals;

4.3.2.2 receipt of notification of the results of the evaluation or the award; or

4.3.2.3 the alleged aggrieved protestant knows or should have known the facts.

4.3.3 In any case, protests shall be filed no more than 10 days after any of the above (unless the occurrence being protested occurred in its entirety after the proposal deadline). Protests received after these dates shall not be considered.

4.3.4 The CO shall review the written protest and supportive data, if any. He/she shall, within 10 days after receipt of the written protest, issue a written opinion and decision. This document shall state the reasons for the action taken as well as inform the alleged aggrieved protestant of the right of further administrative review. A copy of this written opinion and decision shall be forwarded to the ED.

4.3.5 **Administrative Appeal:** If the alleged aggrieved protestant does not agree with the written opinion and decision issued by the CO, the alleged aggrieved protestant may, after receipt of the written opinion and decision issued by the CO request an administrative appeal hearing be granted (such request must be delivered in writing to the CO within 5 days of receipt of the written opinion and decision; failure to do so within such 5 days shall relive the HACM of any responsibility to consider such request). The following procedures must be complied with in the manner prescribed; failure by the alleged aggrieved protestant to comply shall automatically relieve the HACM from accepting or acting on that request for administrative hearing:

4.3.5.1 The alleged aggrieved protestant must file, in writing, his/her request for an administrative hearing, to the ED, within 5 days of receipt of the written opinion and decision and failure to do so within such 5 days shall relive the HACM of any responsibility to consider such request.

4.3.5.2 The request for an administrative appeal hearing must contain the specific reasons for the appeal and all supporting data for those reasons.

4.3.5.3 It shall be within the administrative powers of the ED to, after review of the request submitted, grant or deny any request for administrative appeal.

4.3.5.4 If the ED, after complete review of the alleged aggrieved protestant's written request and supporting data, decides that the request does not merit further consideration, he/she shall render his/her decision in writing to the alleged aggrieved protestant. A decision rendered under this paragraph shall be made within 10 days after the receipt of the alleged aggrieved protestant's request for an administrative hearing. This decision shall be final without further administrative recourse.

4.3.5.5 If the ED, after review of the alleged aggrieved protestant's written request, decides that the request merits further consideration, he/she shall forward the protestant's written request, along with a cover letter explaining why it merits further consideration and with a recap of all proposals submitted and a copy of the original written protest, to the HACM Legal Counsel for consideration. The HACM Legal Counsel shall issue to the alleged aggrieved protestant a decision, in writing, within 10 days of his/her receipt of such documents.

4.3.5.5 Such written decision delivered to the alleged aggrieved protestant shall exhaust the HACM internal protest and administrative appeal process available to the alleged aggrieved protestant.

5.0 Disputed Billings (Charges):

5.1 **Procedures:** In addition to the procedures detailed within Clause No. 7 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HACM disputes any portion of its billing(s), the HACM shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

5.1.1 The HACM's representative shall, within 10 days after the HACM's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

5.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

5.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HACM shall, within 10 days thereafter, either:

5.1.3.1 pay the disputed charges and reserve the right to submit the matter to the County of Monterey court of appropriate jurisdiction or appropriate arbitration program.

5.1.3.2 not pay the disputed charge and allow the Contractor to submit the matter either to the County of Monterey court of appropriate jurisdiction or appropriate arbitration program.

5.1.4 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HACM, the HACM shall pay the HACM's receipt of the decision. If the decision is in favor of the HACM, the contractor will either:

5.1.4.1 clear the amount which is ordered from the HACM account; or

5.1.4.2 repay to the HACM the amount ordered.

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

6.0 Additional Considerations:

6.1 Right of Joinder Pursuant to NRS 332.195:

6.1.1 Any political subdivision within the State of California may be granted the privilege of joining the awarded contract, only at the option of the successful proposer**.** If the successful proposer so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the successful proposer.

6.1.2 The successful proposer shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In

the event the successful proposer allows another political subdivision to join the HACM contract, it is expressly understood that the HACM shall in no way be liable for the joining political subdivision obligations to the successful proposer in any manner whatsoever.

6.2 **Non-Escalation:** Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

6.3 **Funding Restrictions and Order Quantities:** The HACM reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HACM, if:

6.3.1 funding is not available;

6.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

6.3.3 the HACM's requirements in good faith change after award of the contract.

6.4 **Required Permits:** Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HACM or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the successful proposer and any costs submitted by the proposer shall reflect all costs required by the successful proposer to procure and provide such necessary permits.

6.5 **Taxes:** All persons doing business with the HACM are hereby made aware that the HACM is **not** exempt from paying California State Sales and Use Taxes and Federal Excise Taxes.

6.6 **Government Standards:** It is the responsibility of the prospective proposer to ensure that all items and services proposed conform to all local, State and Federal laws concerning safety (OSHA and NOSHA) and environmental control (EPA and Monterey County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The successful proposer shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the successful proposer for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

6.7 **Freight on Bill and Delivery:** All costs submitted by the successful proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.

6.7.1 The successful proposer agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the successful proposer. Upon default, the successful proposer agrees that the HACM may,

at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

6.8 **Communication:** If during the period of the contract, it is necessary that the HACM place toll or long distance telephone calls or telegrams in connection therewith (for complaints, adjustments, shortages, failure to deliver, etc.), it is understood that the successful proposer will bear the charge or expense for all such calls and/or telegrams.

6.9 **Work on HACM Property:** If the successful proposer's work under the contract involves operations by the successful proposer on HACM premises, the successful proposer shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HACM's negligence, shall indemnify the HACM, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the successful proposer, its agents, employees, or subcontractors.

6.10 **Estimated Quantities:** Unless otherwise stated within the RFP documents, the quantities reflected within the RFP documents, to the best of the HACM's knowledge, reflect projected consumption data. These quantities are not meant to infer or imply actual consumption figures or quantities that will be purchased by the HACM under the finalized contract; but, pursuant to all RFP documents, these quantities will be used as calculation figures to determine the successful proposer.

6.11 **Warranty:**

6.11.1 The services provided under the contract shall conform to all information contained within the RFP documents as well as applicable Industry Published Technical Specifications, and if one of the above mentioned Specifications contains more stringent requirements than the other, the more stringent requirements shall apply.

6.11.1 The liability of the successful proposer to the HACM (except as to title) arising out of the furnishing of the services or of its use under the terms of the contract shall not exceed the correcting of the defect(s) in the services as provided under the contract, and upon expiration of the warranty period all such liability shall terminate except under the warranty for merchantability and the warranty of fitness for a particular purpose.

6.12 **Official, Agent and Employees of the HACM Not Personally Liable:** It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HACM in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

6.13 Subcontractors: Unless otherwise stated within the RFP documents, the successful proposer may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

6.14 Salaries and Expenses Relating to the Successful Proposers Employees: Unless otherwise stated within the RFP documents, the successful proposer shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The successful proposer further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

6.15 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including attorneys' fees, in a reasonable amount, to be determined by the court. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

6.16 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the successful proposer is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

6.17 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

6.18 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

6.19 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

6.20 Limitation of Liability: In no event shall the HACM be liable to the successful proposer for any indirect, incidental, consequential or exemplary damages.

6.21 Indemnity:

6.21.1 The successful proposer shall protect, indemnify and hold the HACM, its officers, employees, agents, consulting engineers and other retained consultants harmless from and against any and all claims, damages, losses,

suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character which the HACM, its officers, employees, agents, consulting engineers or other retained consultants may suffer, or which may be sought against, recovered from or obtainable against the HACM, its officers, employees, agents, consulting engineers or other retained consultants such as:

6.21.1.1 as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act on the part of the successful proposer, its subcontractors or agents, or anyone directly or indirectly employed by any subcontractor or agent, in the fulfillment or performance of the terms, conditions or covenants that are contained in this contract or agreement, regardless of whether or not the occurrence which gave rise to such claim, damage, loss, suit, action, judgment or expense was caused, in part, by any party indemnified hereunder; or

6.21.1.2 as a result of, or by reason of, or arising out of, or on account of, or in consequence of, any neglect in safeguarding the work; or

6.21.1.3 through the use of unacceptable materials or products, or both, which may be defective or manufactured, designed or installed so as to give rise to a claim; or

6.21.1.4 because of any claim or amount recovered under the "Nevada Industrial Insurance Act", or any other law, ordinance, or decree, which claim or recovery arose out of or is attributable to any act or failure to act on the part of the successful proposer in the fulfillment or performance of the terms, conditions and covenants that are contained in this contract. Any money due by the successful proposer under and by virtue of this contract which is considered necessary by the HACM for such purpose, may be retained by the HACM for its protection; or in case no money is due, its surety may be held until all such claims, damages, losses, suits, actions, decrees, judgments, attorney's fees and court costs and other expenses of any kind or character as aforesaid shall have been settled and suitable evidence to that effect furnished to the HACM provided, however, that money due the successful proposer will not be withheld when the successful proposer produces satisfactory evidence that it is adequately protected by public liability and property damage insurance, if required.

6.21.2 In this connection, it is expressly agreed that the successful proposer shall, at its own expense, defend the HACM, its officers, employees, agents, consulting engineers and other retained consultants, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the

successful proposer has indemnified the HACM, its officers, employees, agents, consulting engineers and other retained consultants against, and if the successful proposer shall fail to do so, the HACM shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the successful proposer including attorney's fees and court costs; provided, however, that if the forum in which such claim suit or action is heard determines that the occurrence that gave rise to the same was caused, in whole or in part, by any party who is indemnified hereunder, the HACM shall reimburse the successful proposer for all, or the indemnified party's proportionate share, as the case may be, of the costs of such defense.

6.21.2 Reimbursement to the successful proposer by the HACM, in whole or in part, for the costs of protecting traffic shall not serve to relieve the successful proposer of its responsibility as set forth in the RFP documents.

6.21.3 The successful proposer guarantees the payment of all just claims for materials, supplies and labor, and all other just claims against it or any subcontractor, in connection with the contract.

6.22 **Lobbying Certification:** By proposing to do business with the HACM or by doing business with the HACM, each proposer certifies the following:

6.22.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the proposer, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.

6.22.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of an Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit "Disclosure Form to Report Lobbying", in accordance with its instructions.

6.22.3 The successful proposer shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontractors, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

6.22.4 This clause is a material representation of fact upon which reliance was placed when the award was made or entered into. The signing of a contract or acceptance of award certifies compliance with this certification, which is a prerequisite for making or entering into a contract, which is imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certifications shall be subject to civil penalty of not less than $10,000.00 and not more than $100,000.00 for each such failure.

6.23 24 CFR 85.36(i), *Procurement*: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HACM and the contractor each agree to comply with the following provisions and agree that any contract that ensues as a result of this RFP will include the following clauses, whether actually inserted or by reference:

6.23.1 Remedies for Contractor Breach: Pertaining to contract-related issues, it is the responsibility of both the HACM and the contractor to communicate with each other in as clear and complete a manner as possible. If at any time during the term of this contract the HACM or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HACM has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other party shall, within 10 days, respond in writing to the other party (however, the HACM shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HACM shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

6.23.1.1 If the contractor is in material breach of the contract, the HACM may promptly invoke the termination clause detailed within Section No. 3 of Attachment G-1, form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

6.23.1.2 Prior to termination, the HACM may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HACM shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the

HACM's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACM's alleged incorrect action(s).

6.23.1.3 After termination, if the contractor does not agree with the HACM's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACM's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACM's alleged incorrect action(s).

6.23.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of this document.

6.23.2 **Termination For Cause and Convenience**: As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.

6.23.3 **Executive Order 11246**: For all construction contracts awarded in excess of $10,000, both parties hereby agree to comply 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).

6.23.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

6.23.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.23.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of $2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

6.23.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

6.23.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

6.23.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the HACM has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

6.23.9.1 Except as provided elsewhere in this clause, the HACM shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

6.23.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

6.23.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HACM and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HACM.

6.23.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the

contractor identifies such data and grants the HACM a license of the same scope as identified in the preceding paragraph.

6.23.9.5 The HACM agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HACM may either return the data to the contractor, or cancel or ignore the markings.

6.23.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

6.23.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HACM shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

6.23.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HACM except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HACM location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

6.23.10 **Clean Air Act:** For all contracts in excess of $100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

6.23.13 **Energy Policy and Conservation Act:** Both parties hereby agree to comply with all 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. 94-163, 89 Stat. 871).

6.24 **Additional Federally Required Orders/Directives:** Both parties agree that they will comply with the following laws and directives that the HACM has received from HUD and that these same clauses will be a part of any contract that ensues as a result of this RFP:

6.24.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

6.24.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or subjected to discrimination under any program or activity which receives federal financial assistance. The HACM hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

6.24.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HACM requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

6.24.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

6.24.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

6.24.6 HUD Information Bulletin 909-23 which is the following:

6.24.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

6.24.6.2 Clean Air and Water Certification; and

6.24.6.3 Energy Policy and Conversation Act.

6.24.7 The mentioned herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either party.

CONTRACT BETWEEN
THE HOUSING AUTHORITY OF THE COUNTY OF MONTEREY
AND
[THE CONTRACTOR]

INTRODUCTION

This contract by and between the Housing Authority of the County of Monterey (hereinafter "HACM"), and _____, (hereinafter "the Contractor") is hereby entered into this **____ day of _____, 2012.**

Services pursuant to this contract shall begin on **the 1st day of March, 2012, and shall end on the 1st day of March, 2013,** unless otherwise extended, modified, terminated or renewed by the parties as provided for within this contract. Unless otherwise detailed herein, all references to "days" shall be calendar days (in the case that the last day referenced falls on a Saturday, Sunday or legal holiday, then the period of time shall be automatically extended to include the next work day). Also, whenever the term "herein" is referred to, such refers to this contract form, the appendices and all listed attachments.

1.0 Definitions:

1.1 Housing Authority (HACM): Any reference herein or within any Appendix to the "Housing Authority" shall be interpreted to mean the same as the HACM.

1.2 Contracting Officer (CO): The HACM Contracting Officer, typically the HACM Executive Director, but may be another person delegated such authority by the ED.

1.3 Executive Director (ED): The HACM Executive Director.

1.4 Request For Proposals (RFP): A competitive solicitation process conducted by the HACM wherein award was completed to the top-rated responsive and responsible proposer.

2.0 Services and Payment:

2.1 Scope of Services: The services provided pursuant to this contract generally consist of those services for the HACM as described herein and within the Appendices. Said services shall be provided on the dates and times determined by the HACM at the designated HACM community and facilities. In addition, the HACM shall retain the right to implement and/or enforce any item issued as a part of RFP Internal Janitorial Services and Vacant unit cleaning.

2.2 Provisions of any additional work Purchase Orders: The Contractor shall not begin any additional work (other than that already detailed herein) without the receipt of a completed Purchase Order from the authorized HACM representative**.**

2.3 Renewal Options: This contract is initially executed for services for the period of 1 year with the option, at the HACM's discretion, of 4 additional one-year option periods, for a maximum total of 5 years.

2.4 **Time Performance:** The Contractor will complete each assigned task as detailed within the executed HACM Scope of Work.

2.5 **Billing Method:**

2.6.1 To receive payment for services rendered pursuant to this contract the Contractor shall submit a fully completed invoice for work previously performed to:

Housing Authority of the County of Monterey
Attn: Accounts Payable
123 Rico Street
Salinas, CA 93907

2.6.2 At a minimum, the invoice shall detail the following information:

2.6.2.1 Unique invoice number;

2.6.2.2 Contractor's name, address and telephone number;

2.6.2.3 Date of invoice and/or billing period;

2.6.2.4 Applicable Purchase Order No. (if issued);

2.6.2.5 Brief description of services rendered, including applicable time frame, for each service at each detailed site, and at the approved rate;

2.6.2.6 Total dollar amount being billed.

2.6.3 The HACM will pay each such properly completed invoice received on a Net/30 basis. Any invoice received not properly completed will not be paid unless and/or until the Contractor complies with the applicable provisions of this contract.

3.0 **HACM's Obligations**: Pursuant to this contract, the HACM agrees to provide the specific services detailed herein and also shall be responsible for the following**:**

3.1 The HACM agrees to provide a written Purchase Order to the Contractor for any additional work requested.

4.0 **Contractor's Obligations:** Pursuant to this contract, the Contractor agrees to provide the specific services detailed herein and also shall be responsible for the following:

4.1 **Supervision and Oversight:** The Contractor shall be solely responsible for providing supervision and oversight to all of the Contractor's personnel that are assigned to the HACM properties pursuant to this contract.

4.2 **Qualified Personnel**: The Contractor warrants and represents that it will assign only qualified personnel to perform the services outlined herein and within the appendices. For the purposes of this contract, the term "qualified personnel" shall mean those personnel that have been investigated, tested and trained in the manner described within this contract and, as proposed by the Contractor within its proposal or as provided by the Contractor during the Contractor's normal conduct of business.

4.3 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

4.4 **Insurance Requirements:**

4.4.1 The complete indemnity requirements are detailed within Section 11.19 herein.

4.4.2 In this regard, the Contractor shall maintain the following insurance coverage during the effective term(s) of this contract:

4.4.2.1 Policy of General Liability Insurance, $1,000,000 per occurrence, $1,000,000 aggregate together with damage to premises and fire damage of $50,000 and medical expenses for any one person of $5,000 with a deductible not greater than $1,000. The HACM shall be named upon the certificate issued as an "additional insured," together with providing a copy of the corresponding endorsement evidencing the same.

4.4.2.2 Automobile Liability coverage in a combined single limit of $1,000,000. For every vehicle utilized during the term of this contract, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than $50,000/$100,000 and medical pay of $5,000 with a deductible not greater than $1,000.

4.4.2.3 Worker's compensation coverage evidencing carrier and coverage amount.

4.4.2.4 The Contractor shall provide to the HACM with current certificate(s)/endorsement(s) evidencing the insurance coverage referenced above. Failure to maintain the above-reference insurance coverage, including naming the HACM as an additional insured (where appropriate) during the term(s) of this contract shall constitute a material breach thereof.

4.4.2.5 Insurance certificate(s)/endorsement(s) shall be delivered to the following person representing the HACM:

Barbara Mulholland
Procurement and Contracts Manager
Housing Authority of the County of Monterey
123 Rico Street
Salinas, CA, 93907

4.5 **Licensing:** The Contractor shall also provide to the HACM a copy of the required County of Monterey/local cities Business License. Failure to maintain this license in a current status during the term(s) of this contract shall constitute a material breach thereof.

4.6 **Financial Viability and Regulatory Compliance:**

4.6.1 The Contractor warrants and represents that its corporate entity is in good standing with all applicable federal, state and local licensing authorities and that it possesses all requisite licenses to perform the services required by this contract. The Contractor further warrants and represents that it owes no outstanding delinquent federal, state or local taxes or business assessments.

4.6.2 The Contractor agrees to promptly disclose to the HACM any IRS liens or insurance or licensure suspension or revocation that may adversely affect its capacity to perform the services outlined within this contract. The failure by the Contractor to disclose such issue to the HACM in writing within 5 days of such notification received will constitute a material breach of this contract.

4.6.3 The Contractor further agrees to promptly disclose to the HACM any change of more than 50% of its ownership and/or any declaration of bankruptcy that the Contractor may undergo during the term(s) of this contract. The failure of the Contractor to disclose any change of more than 50% of its ownership and/or its declaration of bankruptcy within 5 days of said actions shall constitute a material breach of this contract.

4.6.4 All disclosures made pursuant to this section of the contract shall be made in writing and submitted to HACM within the time periods required herein.

5.0 **Modification:** This contract shall not be modified, revised, amended or extended except by written addendum, executed by both parties.

6.0 **Severability:** The invalidity of any provision of this contract, as determined by a court of competent jurisdiction and/or HUD, shall in no way affect the validity of any other provision herein.

7.0 **Applicable Laws**:

7.1 Compliance with Federal and State Laws: All work performed by the Contractor, pursuant to this contract, shall be done in accordance with applicable all Federal, State and local laws, regulations, codes and ordinances.

7.2 Jurisdiction of Law: The laws of the State of California shall govern the validity, construction and effect of this contract, unless said laws are superseded by, or in conflict with applicable federal laws and/or federal regulations. This contract will be binding upon the parties, their heirs, beneficiaries, and devisees of the parties hereto. The parties agree that Monterey County, California is the appropriate forum for any action relating to this contract. Should any party hereto retain counsel for the purpose of initiating litigation or arbitration to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all costs and expenses incurred thereby, including, but not limited to, reasonable attorneys fees and costs incurred by such prevailing party. This contract may be signed in counterparts.

8.0 Notices, Invoices and Reports:

8.1 All notices and reports submitted to the HACM by the Contractor pursuant to this contract shall be in writing and delivered to the attention of the following person representing the HACM:

Housing Authority of the County of Monterey
Barbara Mulholland, Procurement and Contracts Manager
123 Rico St.
Salinas, CA 93905
831-775-5083
831-775-5084 (fax)

8.2 All notices submitted to the Contractor pursuant to this contract shall be in writing and mailed to the attention of:

_____
_____
_____
000/000-0000
000/000-0000.

9.0 Disputed Billings (Charges):

9.1 Procedures: In addition to the procedures detailed within Clause No. 7 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, in the event that the HACM

disputes any portion of its billing(s), the HACM shall pay the undisputed portion of such billing and initiate the dispute-resolving procedures, as follows:

9.1.1 The HACM's representative shall, within 10 days after the HACM's receipt of such billing, formally notify the contractor's representative of all particulars pertaining to the dispute, and request that he/she investigate and respond to this issue.

9.1.2 If such dispute cannot be resolved by the contractor's response, within 10 days after such notification is given, the CO and the contractor's representative shall meet to discuss the matter and attempt to arrive at a resolution.

9.1.3 If the CO and the contractor's representative are unable to resolve the dispute through such discussion within 10 days, the HACM shall, within 10 days thereafter, either:

9.1.3.1 pay the disputed charges and reserve the right to submit the matter to the Monterey County court of appropriate jurisdiction or appropriate arbitration program.

9.1.3.2 not pay the disputed charge and allow the Contractor to submit the matter to the Monterey County court of appropriate jurisdiction or appropriate arbitration program.

9.1.3.3 The decision from arbitration will be binding upon both parties. If the decision is adverse to the HACM, the HACM shall pay the HACM's receipt of the decision. If the decision is in favor of the HACM, the contractor will either:

9.1.3.4 clear the amount which is ordered from the HACM account; or

9.1.3.5 repay to the HACM the amount ordered;

Either option shall be completed within 10 days after the contractor's receipt of the arbitrator's decision.

10.0 **24 CFR 85.36(i),** ***Procurement***: Pursuant to this CFR, as issued by the Office of the Secretary, HUD, the HACM and the Contractor each agree to comply with the following provisions:

10.1 **Remedies for Contractor Breach:** Pertaining to contract-related issues, it is the responsibility of both the HACM and the contractor to communicate with each in as clear and complete a manner as possible. If at any time during the term of this contract the HACM or the contractor is not satisfied with any issue, it is the responsibility of that party to deliver to the other party communication, in writing, fully detailing the issue and corrective action (please note that the HACM has the right to issue unilateral addendums to this contract, but the contractor does not have the same right). The other

party shall, within 10 days, respond in writing to the other party (however, the HACM shall retain the right to, if conditions warrant, require the contractor to respond in a shorter period of time). Further, the HACM shall, at a minimum, employ the following steps in dealing with the contractor as to any performance issues:

10.1.1 If the contractor is in material breach of the contract, the HACM may promptly invoke the termination clause detailed within Section No. 3 of Appendix No. 1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, which is attached hereto, and terminate the contract for cause. Such termination must be delivered to the contractor in writing and shall fully detail all pertinent issues pertaining to the cause of and justification for the termination.

10.1.2 Prior to termination, the HACM may choose to warn the contractor, verbally or in writing, of any issue of non-compliant or unsatisfactory performance. Such written warning may include placing the contractor on probation, thereby giving the contractor a certain period of time to correct the deficiencies or potentially suffer termination. The HACM shall maintain in the contract file a written record of any such warning detailing all pertinent information. If the contractor does not agree with such action, the contractor shall have ten 10 days to dispute or protest, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACM's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACM's alleged incorrect action(s).

10.1.3 After termination, if the contractor does not agree with the HACM's justification for the termination, the contractor shall have 10 days to dispute, in writing, such action; if he/she does not do so within the 10-day period, he/she shall have no recourse but to accept and agree with the HACM's position on the issue. The written protest must detail all pertinent information pertaining to the dispute, including justification detailing the HACM's alleged incorrect action(s).

10.1.4 The response to any protest received shall be conducted in accordance with Section No. 4.0 of the *Instructions to Proposers and Contractors* document.

10.2 **Termination For Cause and Convenience**: As detailed within Clause No. 3 of Attachment G-1, Form HUD-5370-C (10/2006), *General Conditions for Non-Construction Contracts, Section I—(Within or without Maintenance Work)*, attached hereto.

10.3 **Executive Order 11246**: For all construction contracts awarded in excess of $10,000, both parties hereby agree to comply 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).

10.4 **Copeland "Anti-Kickback" Act:** For all construction or repair contracts awarded, both parties hereby agree to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).

10.5 **Davis-Bacon-Act:** For all construction contracts awarded in excess of $2,000 when required by Federal Grant Program legislation, both parties hereby agree to comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented in Department of Labor Regulations (29 CFR Part 5).

10.6 **Sections 103 and 107 of the Contract Work Hours and Safety Standards Act:** For all construction contracts awarded in excess of $2,000 and for other contracts, which involve the employment of mechanics or laborers awarded in excess of $2,500, both parties hereby agree to comply with the Sections 103 and 107 of the Contract Work Hours and Safety Act (40 U.S.C. 327-330) as supplemented in Department of Labor Regulations (29 CFR Part 5).

10.7 **Reporting:** Both parties hereby agree to comply with any reporting requirements that may be detailed herein.

10.8 **Patent Rights:** Both parties hereby agree to comply with HUD Bulletin 90-23, which is the (a) Notice of Assistance Regarding Patent and Copyright Infringement.

10.9 **Copy Rights/Rights in Data:** In addition to the requirements contained within Clause No. 5 of Attachment G-1, *General Conditions for Non-Construction Contracts, Section I—(With or without Maintenance Work)*, the HACM has unlimited rights to any data, including computer software, developed by the contractor in the performance of the contract specifically:

10.9.1 Except as provided elsewhere in this clause, the HACM shall have unlimited rights in data first produced in the performance of this contract; form, fit, and function data delivered under this contract; data delivered under this contract (except for restricted computer software) that constitute manuals or instructional and training material for installation, operation, or routine maintenance and repair of items, components, or processes delivered or furnished for use under this contract; and all other data delivered under this contract unless provided otherwise for limited rights data or restricted computer software.

10.9.2 The contractor shall have the right to: use, release to others, reproduce, distribute, or publish any data first produced or specifically used by the contractor in the performance of this contract, unless provided otherwise in this clause; protect from unauthorized disclosure and use those data which are limited rights data or restricted computer software to the extent provided in this clause; substantiate use of, add or correct limited rights, restricted rights, or copyright notices and to take other appropriate action in

accordance with this clause; and establish claim to copyright subsisting in data first produced in the performance of this contract to the extent provided below.

10.9.3 For data first produced in the performance of this contract, the contractor may establish, without prior approval of the CO, claim to copyright subsisting in scientific or technical articles based on or containing data first produced in the performance of this contract. The contractor grants the HACM and others acting on its behalf a paid-up, non-exclusive, irrevocable, worldwide license in such copyrighted data to reproduce, prepare derivative works, distribute copies to the public, and perform or display publicly by or on behalf of the HACM.

10.9.4 The contractor shall not, without the prior written permission of the contracting Officer, incorporate in data delivered under this contract any data not first produced in the performance of this contract and which contains copyright notice, unless the contractor identifies such data and grants the HACM a license of the same scope as identified in the preceding paragraph.

10.9.5 The HACM agrees not to remove any copyright notices placed on data and to include such notices in all reproductions of the data. If any data delivered under this contract are improperly marked, the HACM may either return the data to the contractor, or cancel or ignore the markings.

10.9.6 The contractor is responsible for obtaining from its subcontractors all data and rights necessary to fulfill the contractor's obligations under this contract.

10.9.7 Notwithstanding any provisions to the contrary contained in the contractor's standard commercial license or lease contract pertaining to any restricted computer software delivered under this contract, and irrespective of whether any such contract has been proposed prior to the award of this contract or of the fact that such contract may be affixed to or accompany the restricted computer software upon delivery, the contractor agrees the HACM shall have the rights set forth below to use, duplicate, or disclose any restricted computer software delivered under this contract. The terms and conditions of this contract, including any commercial lease or licensing contract, shall be subject to the following procedures.

10.9.8 The restricted computer software delivered under this contract may not be used, reproduced, or disclosed by the HACM except as provided below or as expressly stated otherwise in this contract. The restricted computer software may be: used or copied for use in or with the computer(s) for which it was acquired, including use at any HACM location to which such computer(s) may be transferred; used or copied for use in or with backup computer if any computer for which it was acquired is inoperative; reproduced for safekeeping (archives) or backup purposes; modified, adapted, or combined with other computer software, provided that the modified, combined, or

adapted portions of the derivative software incorporating any of the delivered, restricted computer software shall be subject to the same restrictions set forth in this contract; and used or copies for use in or transferred to a replacement computer.

10.10 Access to Records: Both parties hereby guarantee access by the grantee, the sub grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

10.11 Record Retention: Both parties hereby guarantee retention of all required records for three records after grantees or sub grantees make final payments and all other pending matters are closed.

10.12 Clean Air Act: For all contracts in excess of $100,000, both parties hereby agree to comply with all applicable standards, orders or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

10.13 Energy Policy and Conservation Act: Both parties hereby agree to comply with all 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. 94-163, 89 Stat. 871).

11.0 Additional Considerations:

11.1 Right of Joinder Pursuant to NRS 332.195:

11.1.1 Any political subdivision within the State of California may be granted the privilege of joining the awarded contract, only at the option of the Contractor**.** If the Contractor so grants such a privilege, the terms and conditions of the RFP documents, including the ensuing contract, may be passed on to the joining political subdivision by the Contractor.

11.1.2 The Contractor shall retain the unilateral right to allow or disallow any political subdivision the privilege of joining the awarded contract. In the event the Contractor allows another political subdivision to join the HACM contract, it is expressly understood that the HACM shall in no way be liable for the joining political subdivision obligations to the Contractor in any manner whatsoever.

11.2 Non-Escalation: Unless otherwise specified within the RFP documents, the unit prices reflected on the contract shall remain firm with no provision for price increases during the term of the contract.

11.3 **Funding Restrictions and Order Quantities:** The HACM reserves the right to reduce or increase estimated or actual quantities in whatever amount necessary without prejudice or liability to the HACM, if:

12.3.1 funding is not available;

12.3.2 legal restrictions are placed upon the expenditure of monies for this category of service or supplies; or,

12.3.3 the HACM's requirements in good faith change after award of the contract.

11.4 Unless otherwise stated in the RFP documents, all local, State or Federal permits which may be required to provide the services ensuing from award of this RFP, whether or not they are known to either the HACM or the proposers at the time of the proposal submittal deadline or the award, shall be the sole responsibility of the Contractor and any costs that were submitted by the Contractor in response to the RFP shall reflect all costs required by the Contractor to procure and provide such necessary permits.

11.5 **Taxes:** All persons doing business with the HACM are hereby made aware that the HACM is exempt from paying Nevada State Sales and Use Taxes and Federal Excise Taxes. A letter of Tax Exemption will be provided upon request.

11.6 **Government Standards:** It is the responsibility of the proposer to ensure that all items and services proposed conform to all local, State and Federal law concerning safety (OSHA and NOSHA) and environmental control (EPA and Monterey County Pollution Regulations) and any other enacted ordinance, code, law or regulation. The Contractor shall be responsible for all costs incurred for compliance with any such possible ordinance, code, law or regulation. No time extensions shall be granted or financial consideration given to the Contractor for time or monies lost due to violations of any such ordinance, code, law or regulations that may occur.

11.7 **Freight on Bill and Delivery:** All costs submitted by the proposer shall reflect the cost of delivering the proposed items and/or services to the locations(s) specified within the RFP documents or within the contract.

11.7.1 The Contractor agrees to deliver to the designated location(s) on or before the date as specified in the finalized contract. Failure to deliver on or before the specified date constitutes an event of default by the Contractor. Upon default, the Contractor agrees that the HACM may, at its option, rescind the finalized contract under the default clause herein and seek compensatory damages as provided by law.

11.8 **Backorders:**

11.8.1 The CO must be notified in writing by the contractor within 10 days of any and all backordered materials and/or any incomplete services; and the estimated delivery date.

11.8.2 Unless otherwise stipulated in the contract, any order that will take more than a maximum of 10 days past the original agreed upon delivery date, may at the option of the HACM, be canceled and ordered from another source, if, in the opinion of the CO, it is in the best interests of the HACM to do so.

11.9 Work on HACM Property: If the Contractor's work under the contract involves operations by the Contractor on HACM premises, the Contractor shall take all necessary precautions to prevent the occurrence of any injury to persons or property during the progress of such work and, except to the extent that any such injury is caused solely and directly by the HACM's negligence, shall indemnify the HACM, and their officers, agents, servants and employees against all loss which may result in any way from any act or omission of the Contractor, its agents, employees, or subcontractors.

11.10 Official, Agent and Employees of the HACM Not Personally Liable: It is agreed by and between the parties hereto that in no event shall any official, officer, employee, or agent of the HACM in any way be personally liable or responsible for any covenant or agreement herein contained whether expressed or implied, nor for any statement, representation or warranty made herein or in any connection with this agreement.

11.11 Subcontractors: Unless otherwise stated within the RFP documents, the Contractor may not use any subcontractors to accomplish any portion of the services described within the RFP documents or the contract without the prior written permission of the CO.

11.12 Salaries and Expenses Relating to the Contractors Employees: Unless otherwise stated within the RFP documents, the Contractor shall pay all salaries and expenses of, and all Federal, Social Security taxes, Federal and State Unemployment taxes, and any similar taxes relating to its employees used in the performance of the contract. The Contractor further agrees to comply with all Federal, State and local wage and hour laws and all licensing laws applicable to its employees or other personnel furnished under this agreement.

11.13 Attorney's Fees: In the event that litigation is commenced by one party hereto against the other in connection with the enforcement of any provision of this agreement, the prevailing party shall be paid by the losing party all court costs and other expenses of such litigation, including reasonable attorneys' fees. The amount so allowed as attorneys' fees shall be taxed to the losing party as costs of the suit, unless prohibited by law.

11.14 Independent Contractor: Unless otherwise stated within the RFP documents or the contract, the Contractor is an independent contractor. Nothing herein shall create any association, agency, partnership or joint venture between the parties hereto and neither shall have any authority to bind the other in any way.

11.15 Severability: If any provision of this agreement or any portion or provision hereof applicable to any particular situation or circumstance is held valid, the remainder of this

agreement or the remainder of such provision (as the case may be), and the application thereof to other situations or circumstances shall not be affected thereby.

11.16 Waiver of Breach: A waiver of either party of any terms or condition of this agreement in any instance shall not be deemed or construed as a waiver of such term or condition for the future, or of any subsequent breach thereof. All remedies, rights, undertakings, obligations, and agreements contained in this agreement shall be cumulative and none of them shall be in limitation of any other remedy, right, obligation or agreement of either party.

11.17 Time of the Essence: Time is of the essence under this agreement as to each provision in which time of performance is a factor.

11.18 Limitation of Liability: In no event shall the HACM be liable to the Contractor for any indirect, incidental, consequential or exemplary damages.

11.19 Indemnification:

11.19.1 The Contractor shall indemnify, defend, and hold the HACM (and its officers, employees, and agents) harmless from and against any and all claims, damages, losses, suits, actions, decrees, judgments, attorney's fees, court costs and other expenses of any kind or character, which are caused by, arise out of, or occur due to any failure of the Contractor to (1) abide by any of the applicable professional standards within its industry, or (2) comply with the terms, conditions, or covenants that are contained in this contract, (3) comply with the "Nevada Industrial Insurance Act," or any other law, ordinance, or decree; or (4) ensure that the any subcontractors abide by the terms of this provision and this contract; provided, however, that Contractor will not be required to indemnify the HACM against any loss or damage which was specifically caused by the HACM providing inaccurate information to the Contractor, failing to provide necessary and requested information to the Contractor, or refusal to abide by any recommendation of the Contractor.

11.19.2 In this connection, it is expressly agreed that the Contractor shall, at its own expense, defend the HACM, its officers, employees, and agents, against any and all claims, suits or actions which may be brought against them, or any of them, as a result of, or by reason of, or arising out of, or on account of, or in consequence of any act or failure to act the consequences of which the Contractor has indemnified the HACM. If the Contractor shall fail to do so, the HACM shall have the right, but not the obligation, to defend the same and to charge all direct and incidental costs of such defense to the Contractor including attorney's fees and court costs.

11.19.3 Any money due to the Contractor under and by virtue of this contract, which the HACM believes must be withheld from the Contractor to protect the HACM, may be retained by the HACM so long as it is reasonably necessary to ensure the HACM's protection; or in case no money is due, its surety may

be held until all applicable claims have been settled and suitable evidence to that effect furnished to the HACM provided, however, neither the Corporation's payments shall not be withheld, and its surety shall be released, if the Contractor is able to demonstrate that it has adequate liability and property damage insurance to protect the HACM from any potential claims.

11.19.4 The Contractor shall provide that any contractual arrangement with a subcontractor shall be in conformance with the terms of this Contract including the terms of this indemnity provision. The Contractor guarantees that it will promptly handle and rectify any and all claims for materials, supplies and labor, or any other claims that may be made against it or any of its subcontractors in connection with the contract.

12.20 Lobbying Certification: By execution of this contract with the HACM the Contractor thereby certifies, to the best of his or her knowledge and belief, that:

12.20.1 No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal loan, the entering into of any cooperative agreement, or modification of any Federal contract, grant, loan, or cooperative agreement.

12.20.2 If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form- LLL, Disclosure Form to Report Lobbying, in an accordance with its instructions.

12.20.3 The Contractor shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

12.21 Additional Federally Required Orders/Directives: Both parties agree that they will comply with the following laws and directives, where applicable:

12.21.1 Executive Order 11061, as amended, which directs the Secretary of HUD to take all action which is necessary and appropriate to prevent discrimination by agencies that utilize federal funds.

12.21.2 Public Law 88-352, Title VI of the Civil Rights Act of 1964, which provides that no person in the United States shall, on the basis of race, color, national origin or sex, be excluded from participation in, denied the benefits of, or

subjected to discrimination under any program or activity which receives federal financial assistance. The HACM hereby extends this requirement to the Contractor and its private contractors. Specific prohibited discriminatory actions and corrective action are described in Chapter 2, Subtitle C, Title V of the Anti-Drug Abuse Act of 1988 (42 U.S.C. 19901 et. seq.).

12.21.3 Public Law 90-284, Title VIII of the Civil Rights Act of 1968., popularly known as the Fair Housing Act, which provides for fair housing throughout the United States and prohibits any person from discriminating in the sale or rental of housing, the financing of housing or the provision of brokerage services, including in any way making unavailable or denying a dwelling to any person because of race, color, religion, sex or national origin. Pursuant to this statute, the HACM requires that the Contractor administer all programs and activities, which are related to housing and community development in such a manner as affirmatively to further fair housing.

12.21.4 The Age Discrimination Act of 1975, which prohibits discrimination on the basis of age.

12.21.5 Anti-Drug Abuse Act of 1988 (42 U.S.C. 11901 et. seq.).

12.21.6 HUD Information Bulletin 909-23 which is the following:

12.21.6.1 Notice of Assistance Regarding Patent and Copyright Infringement;

12.21.6.2 Clean Air and Water Certification; and,

12.21.6.3 Energy Policy and Conversation Act.

12.21.7 That the funds that are provided by the HACM and HUD hereunder shall not be used, directly or indirectly, to employ, award a contract to, or otherwise engage the services of any debarred, suspended or ineligible Contractor.

12.21.8 That none of the personnel who are employed in the administration of the work required by this contract shall, in any way or to any extent, be engaged in the conduct of political activities in violation of Title V, Chapter 15, of the United States Code.

12.21.9 The mention herein of any statute or Executive Order is not intended as an indication that such statute or Executive Order is necessarily applicable not is the failure to mention any statute or Executive Order intended as an indication that such statute or Executive Order is not applicable. In this connection, therefore each provision of law and each clause, which is required by law to be inserted in this agreement, shall be deemed to have been inserted herein, and this agreement shall be read and enforced as though such provision or clause had been physically inserted herein. If, through mistake or otherwise, any such provision is not inserted or is

inserted incorrectly, this agreement shall forthwith be physically amended to make such insertion or correction upon the application of either part.

13.0 Section 3 Clause: As detailed within 24 CFR 135.38, *Section 3 clause*, the following required clauses are hereby included as a part of this contract.

13.1 The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

13.2 The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

13.3 The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

13.4 The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

13.5 The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

13.6 Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

13.7 With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

14.0 Appendices:

14.1 The following noted documents are placed under each of the noted appendix and are a part of this contract:

14.1.1 **Appendix No. 1:** form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts, Section I—(With or without Maintenance Work),* aka Attachment G-1 of the RFP document;

13.1.2 **Appendix No. 2:** form HUD-5370-C (10/2006), *General Condition for Non-Construction Contracts, Section II—(With Maintenance Work),* aka Attachment G-2 of the RFP document;

14.1.3 **Appendix No. 3:** Specific documentation pertaining to Section 3 that pertains to this contract.

14.1.4 **Appendix No. 4:** Scope of Services, as agreed upon by negotiation between the HACM and the contractor;

14.1.5 **Appendix No. 5**: The proposed fee(s) submitted by this contractor in response to the RFP, or any negotiated fee(s) that resulted thereto, which fee(s) shall apply to each procurement that ensues from this contract;

14.1.6 Included by reference is any document or clause issued as a part of RFP Interior Janitorial Services and Vacant unit cleaning that the HACM may choose to include at any time during the performance of this contract or any options exercised thereto by the HACM. Further, any document that may be referenced herein that has not been listed above is hereby incorporated herein by reference, and a copy of each such document is available from the HACM upon written request for such from the contractor.

14.2 Please note that, in the case of any discrepancy between this contract and any of the above noted appendices, the requirement(s) detailed within the body of this contract shall take first precedence, then the requirement(s) detailed within each appendix shall take precedence in the order that they are listed above (meaning, the requirement(s) detailed within the lower listed item may not overrule any requirement(s) detailed within a higher listed item).

15.0 CERTIFICATIONS: The undersigned representative of each party hereby acknowledges by signature below that they have reviewed the foregoing and understand and agree to abide by their respective obligations as defined herein:

[The Contractor]:

By:_____ Date:_____
[Name], [Title]

Housing Authority of the County of Monterey:

By:_____ Date:_____
Jean Goebel, Acting Executive Director

PROPOSAL FORM

LOCATION	MONTHLY CHARGE	ANNUAL CHARGE
123 Rico Street Main Office		
134 E. Rossi Office Building		
Off Sites		
Hacienda, Salinas, Office, Community Center		
1415 Del Monte, Salinas, Office		
350 Casentini, Salinas, Office		
42 La Posada, Salinas, Office		
1513 Wheeler, Salinas, Office		
3043 Kwajalein Court, Marina, Office, Community room, kitchen, public spaces		
20 Del Monte, Monterey, Office, all public hallways, elevators, community room, kitchen		
800 Casanova, Monterey, Office		

UNIT CLEANING PROPOSAL **PAGE 2**

UNIT SIZE	FIXED PRICE
1 bedroom 1 bath 540 – 680 Sq. Ft.	
2 bedroom 1 bath 665 – 1020 Sq. Ft.	
3 bedroom 1 bath 850 – 1390 Sq. Ft.	
3 bedroom 1 ½ bath 775 – 1185 Sq. Ft.	
3 bedroom 2 bath 975 1240 Sq. Ft.	
4 bedroom 1 bath 995 – 1115 Sq. Ft.	
4 bedroom 2 bath 1060 – 1445 Sq. Ft.	
5 bedroom 2 bath 1400 Sq. Ft.	