



123 Rico St.
Salinas, California 93907

REQUEST FOR PROPOSALS FOR:
SUPPORTIVE SERVICES

I. INTRODUCTION

The Housing Authority of the County of Monterey ("**HACM**") has acquired or is in the process of acquiring two parcels of real property that HACM intends to develop into affordable housing, with one parcel located at 1130 Broadway Street, King City, CA 93930 (the "**Broadway Project**"), and the second parcel located at 1030 Fairview Avenue, Salinas, CA 93905 (the "**Fairview Project**", and together with the Broadway Project, the "**Projects**"). HACM is requesting proposals from qualified firms to provide the supportive services described on Exhibit A attached hereto (the "**Supportive Services**") at one or both of the Projects.

HACM was established in 1941 under the authority of the Health and Safety Code by a Resolution which identified a need for safe and sanitary low-income housing, by the Monterey County Board of Supervisors. HACM provides rental subsidies, manages and operates affordable housing units, and develops affordable housing to assist low-income and moderate-income families, seniors and persons with disabilities living in Monterey County, California.

The mission of HACM is to provide, administer and encourage quality affordable housing and related services to eligible residents of Monterey County, California. For more information about HACM, please visit www.hamonterey.org.

HACM invites submissions of proposals (each, a "**Proposal**") from firms and organizations qualified to provide the Supportive Services at one or both of the Projects (collectively, the "**Respondent**"). If the Respondent has demonstrated experience in providing the Supportive Services described herein and is interested in making its services available to HACM, the Respondent is requested to respond to this Request for Proposals (this "**RFP**"). The requirements and information needed to respond to this RFP is set forth herein.

The successful Respondent will perform the Supportive Services for HACM and its affiliates, at one or both of the Projects.

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The estimated timeline for this RFP is as follows (**all dates are subject to change**):

Action	Date
RFP Issue Date	December 10, 2025
Deadline to submit questions/requests for clarifications	December 1, 2025, at 5:00 p.m.
HACM response to questions posted on website	December 22, 2025
Submittal deadline	January 09, 2026, at 5:00 p.m.
Interviews with Evaluation Committee (if necessary)	Week of January 12-16, 2026
Recommendation/notification of award	Week of January 26- 30, 2026

II. HACM'S RESERVATION OF RIGHTS

- 1. Right to Amend, Reject, Waive or Terminate this RFP.** HACM reserves the right to amend through addenda, to reject any or all Proposals, to waive any informality in the RFP process or to terminate the process at any time, if HACM deems it necessary or in its best interests.
- 2. Right to Award.** HACM reserves the right to award a contract for one Project, both Projects, or to not award a contract pursuant to this RFP.
- 3. Right to Terminate.** HACM reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience upon ten (10) days written notice to the successful Respondent(s).
- 4. Right to Determine Time and Location.** HACM reserves the right to determine the days, hours, and locations that the successful Respondent(s) shall provide the services called for in this RFP.
- 5. Right to Retain Proposals.** HACM reserves the right to retain all Proposals submitted and not permit their withdrawal, unless authorized in writing by HACM's Procurement Contracts Supervisor for a period of ninety (90) days following the bid deadline.
- 6. Right to Reject Any Proposal.** HACM reserves the right to reject any bid, in whole or in part, that does not meet the requirements of this RFP, including but not limited to, incomplete Proposals, and Proposals offering conflicting, alternate or non-requested services.
- 7. No Obligation to Compensate.** HACM shall have no obligation to compensate any Respondent for any costs incurred in responding to this RFP.
- 8. Price Firm.** Proposed prices must be firm for ninety (90) days from the date of responding to this RFP.

- 9. Right to Prohibit.** At any time during the RFP or contract process, HACM may prohibit any further participation by a Respondent or reject any Proposal submitted that does not conform to any requirements detailed herein. Each prospective Respondent is hereby agreeing to abide by all terms and conditions listed within this document and further agrees that the Respondent will inform HACM's Procurement Contracts Supervisor in writing within five (5) days of the discovery of any item listed herein or of any item that is issued thereafter by HACM that the Respondent believes should be addressed. Failure to abide by this time frame shall relieve HACM, but not the prospective Respondent, of any responsibility pertaining to such issue.
- 10. No Oral Agreement.** No conversation with any officer, employee, agent or consultant of HACM, either before, during, or after the execution of the contract, affects or modifies any terms or obligations contained in the contract documents, nor entitles successful Respondent to any adjustment in the contract time or contract sum whatsoever.

III. PROPOSAL PROCESS

- 1. Submittal.** All Proposals submitted in response to this RFP shall be submitted in accordance with the direction provided so that HACM can properly evaluate the offers received. None of the proposed services may conflict with any requirement HACM has published herein or has issued by addendum. Proposals must be submitted by email to dcambunga@hamonterey.org, mail or hand delivered to the HACM Procurement department no later than January 09, 2026, by 5:00 pm. The RFP number for this procurement is HACM-2025-11.
- 2. Entry of Proposed Fees/Bid Form.** Respondents shall submit their proposed fees in writing, included with the Proposal response. All fees for Supportive Services shall be submitted on Exhibit B, attached hereto.
- 3. Pricing of Services or Items.** Pricing shall remain fixed throughout the term of the contract.
- 4. Proposal Submission.** All Proposals must be submitted and received by email to dcambunga@hamonterey.org, mail or hand delivered to the Procurement department no later than the submittal deadline.
- 5. Submission Conditions.** Respondents shall not add, omit, revise or modify any documents or requirements of HACM. Any act in violation of this section may invalidate that firm's Proposal.
- 6. Submission Responsibilities.** Respondents are responsible for staying informed of and abiding by all dates, times, conditions, requirements, and specifications set forth within documents posted on our website. By virtue of completing, signing, and submitting the required documents, the Respondent agrees to comply with the conditions and requirements set forth within those documents. Any Respondent that excludes any requirements without prior written authorization by HACM's Procurement Contracts Supervisor may be eliminated from further consideration for award.

- 7. Respondent's Responsibilities – Contact with HACM.** Respondents shall address all communication and correspondence pertaining to this RFP process only to the HACM's Procurement Contracts Manager via email to dcambunga@hamonterey.org. Respondents must not make any inquiry or attempt to communicate with any other HACM employee or official, including members of the Board of Commissioners, regarding this RFP. A Respondent's failure to abide by this requirement may cause HACM to eliminate that Respondent's submittal from further consideration.
- 8. Pre-proposal Conference.** The date of the scheduled pre-proposal conference, if any, will be published on our website, www.hamonterey.org. The pre-proposal conference may be held virtually and is not mandatory. The purpose of this conference is to assist prospective Respondents in gaining a full understanding of the RFP requirements. At the conference, HACM will conduct a brief overview of the RFP requirements, including any documents. Prospective Respondents may also ask questions, however, HACM's Procurement Contracts Supervisor may require that some such questions be submitted in writing or via email to dcambunga@hamonterey.org, prior to providing a response.
- 9. Requests for Clarifications, Objections and Addendums.** All questions, requests for information and objections must be addressed in writing via mail or email. HACM's Procurement Contracts Supervisor shall respond to such inquiries in writing by posting on HACM's website. To avoid giving one prospective Respondent an advantage over another during the RFP process, HACM's Procurement Contracts Supervisor will NOT conduct any substantive discussions with a prospective Respondent when other prospective Respondents are not present. HACM may redirect the asking party back to the RFP documents where his/her question has already been addressed. Otherwise, HACM's Procurement Contracts Supervisor will direct the asking party to submit his/her inquiry in writing so that HACM may more fairly respond to all Respondents in writing by an addendum. Respondents are responsible for obtaining and reading all addendums.
- 10. Protest.** HACM will publish a written "Notice of Intent to Award" on HACM's website. Respondents not selected for the award may lodge a written protest. Protests must be submitted in writing and received by HACM within five (5) business days of issuance of the notice. The protest must state the basis for objection and include sufficient detail for HACM to evaluate the merits of the protest. Protests must be e-mailed to:

Delayna Cambunga
Procurement Contracts Manager
C/o Housing Authority of the County of Monterey
123 Rico St. Salinas, CA 93907
dcambunga@hamonterey.org

Failure to lodge a written protest in accordance with these procedures will constitute the Respondents' waiver of any legal right to challenge the protest in a court of law.

IV. TABBED PROPOSAL SUBMITTAL

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HACM intends to retain a supportive service provider pursuant to a "**Best Value**" basis, not a "**Low Proposal**" basis ("**Best Value**," in that HACM will, as detailed within this RFP, consider factors other than just cost in making the award decision). So that HACM can properly evaluate the Proposals received, all Proposals submitted in response to this RFP must be formatted in accordance with the sequence noted within the table below. 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.

Tab No.	Description
1	Cover Letter
2	Form HUD-5369-C (8/93) , Certifications and Representations of Offerors, Non-Construction Contract. This Form is attached hereto as <u>Exhibit C</u> 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	Profile of Firm Form. The Profile of Firm Form is attached hereto as <u>Exhibit D</u> 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.
4	Proposed Services. The Respondent shall place under this tab documentation further explaining the Respondent's services and showing how the Respondent intends to fulfill the requirements of Section III, Scope of Services, including, but not limited to:
	The Respondent's DEMONSTRATED UNDERSTANDING of HACM'S REQUIREMENTS .
	The Respondent's appropriateness of the TECHNICAL APPROACH and the QUALITY of the SERVICES PROPOSED .
	The Respondent's TECHNICAL CAPABILITIES (in terms of personnel) and the MANAGEMENT PLAN (including the ability to provide the services detailed herein).
	The Respondent's DEMONSTRATED EXPERIENCE in performing similar work and the Respondent's DEMONSTRATED SUCCESSFUL PAST PERFORMANCE of contract work substantially similar to that required by this RFP as verified by reference checks or other means.
	If appropriate, how staff are retained, screened, trained, and monitored.
	The proposed quality control program.

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Tab No.	Description
	A complete description of the products and services the firm and/or organization provides.
5	Managerial Capacity/Financial Viability. The Respondent must submit under this tab a concise description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes/bios for the persons identified within areas (5) and (6) of <u>Exhibit D</u> , Profile of Firm Form. Such information shall include the Respondent's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart); Identify the specific members of your firm who will be assigned to work with HACM and describe their individual experience with governmental, non-profit or housing authority bodies or groups and include resumes/bios for each person.
6	Client Information. The Respondent shall submit a listing of former or current clients, including Public Housing Authorities, for whom the Respondent has performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:
	The client's name.
	The client's point of contact's name.
	The client's telephone number (for potential reference purposes).
	A brief narrative description and scope of the service(s) and the dates the services were/are provided.
7	Equal Employment Opportunity/Supplier Diversity. The Respondent must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations pertaining to supplier diversity (e.g. small, minority-, and women-owned businesses).
8	Subcontractor/Joint Venture Information (Optional Item). The Respondent 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 Respondent under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture.
9	Other Information (Optional Item). The Respondent may include hereunder any other general information that the Respondent believes is appropriate to assist HACM in its evaluation.
10	<u>Exhibit B</u> - Fee Proposal

Tab No.	Description
	<p>Optional Tabs. 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." <u>DO NOT</u> eliminate any of the tabs.</p>
	<p>Proposal Submittal Binding Method. It is preferable and recommended that the Respondent bind the Proposal submittals in such a manner that HACM can, if needed, remove the binding (i.e. "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the Proposal submittal to its original condition.</p>

V. SELECTION PROCESS

An evaluation committee will review the Proposals in accordance with this RFP (the "**Committee**"). The Committee will recommend to HACM's Board of Commissioners (the "**Board**") a short list of Respondents. Respondents may be invited to make oral presentations. HACM desires to engage the best qualified Respondent that, in HACM's sole opinion, will best be able to provide the Supportive Services described in this RFP. Final selection is subject to the approval of the Board. As such, HACM reserves the right to reject any and all Proposals.

The Committee will evaluate each Proposal and will determine which Proposal fulfills the evaluation criteria in a way that serves the overall best interest of HACM. Materials or explanations should be included in each Proposal to allow the following evaluation factors to be considered:

1. **Minimum Requirements.** A Respondent will be considered "non-responsive" to this RFP and will be disqualified from further consideration if any of the following minimum qualifications are not met:
 - a. Respondents must have at least seven 5 years of relevant experience. The proposing firm must have performed the work as the prime contractor, not as subcontractor, as evidenced by a contract naming the proposing firm as prime contractor.
 - b. Respondents must submit at least three 3 different, external client references where the same or similar services have been performed.
 - c. Include public organization references, if any.
 - d. Prior to award (but not as a part of the Proposal submission) the successful Respondent will be required to provide proof of insurance in amounts/limits reasonable and adequate to protect HACM from acts, omissions and negligence on the part of the Respondent, its agents, owners and/or employees. Upon request, the selected Respondent shall furnish HACM original Certificates of

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Insurance evidencing the required coverage on the effective date of the Supportive Services Agreement resulting from this RFP.

- e. All individuals of the Respondent providing Supportive Services and the Respondent must hold all required licenses, and be in good standing, to provide the Supportive Services in the State of California.

2. **Evaluation Factors.** HACM will evaluate each responsive Proposal it receives based on the factors below. After evaluating the information contained in Respondent's submittal documentation, HACM will award points for each listed factor. A Respondent's failure to address the criteria below within their Proposal will result in lower scoring and may be cause for eliminating the Proposal from further consideration:

NO	FACTOR DESCRIPTION	Points
1	The professional qualifications and experience of the Respondent.	20
2	The Respondent's hourly fees and the reasonableness of reimbursable expenses as set forth on the attached <u>Exhibit B</u> .	10
3	Ability of the Respondent to provide Supportive Services in a timely and efficient manner.	15
4	The Respondent's experience working with public housing authorities in terms of quality of work and demonstrated ability.	30
5	Availability of Respondent's key personnel.	10
6	Information solicited from Respondent's references.	10
7	Respondent is a minority-owned or women-owned business, a socially and economically disadvantaged business enterprise, a small business or Respondent qualifies for a Section 3 Business Preference.	5

The identity of the Committee members shall always remain anonymous during and after the RFP process. If a Respondent does become aware of the identity of any Committee member, Respondent shall not make any attempt to contact or discuss anything related to this RFP with such person. As detailed in this RFP, HACM's Procurement Contracts Supervisor is the only person that the Respondents shall contact pertaining to this RFP. Failure to abide by this requirement may cause a Respondent to be eliminated from consideration for award.

All persons having familial (including in-laws) or employment relationships, whether past or current, with principals or employees of a Respondent entity will be excluded from participating on HACM's Committee. Similarly, all people having an ownership interest in or a contract with a Respondent entity will be excluded.

In accordance with Sections 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, HACM reserves the right to conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range.

HACM shall post a "Notice of Intent to Award" on HACM's website on Procurement webpage. The notice shall identify which Respondent HACM is recommending for award to the Board of Commissioners for their approval. The notice shall be posted at least five (5) business days prior to any meeting of the Board of Directors and/or Board of Commissioners.

All Proposals submitted in response to this RFP are public records and available for inspection and photocopying upon written request, but only if the RFP results in a contract award or if all Proposals are rejected.

VI. RFP CONTRACT AWARD

HACM will only execute contracts on a form substantially similar to HACM's standard contract form, which HACM reserves the right to amend as it deems necessary. By submitting a Proposal, the successful Respondent agrees to execute a form substantially similar to HACM's standard contract form.

HACM has no legal right or ability to, and will not, negotiate any clauses contained within any of the HUD forms included as a part of this RFP. By submitting a Proposal, Respondents agree to execute the HUD forms included as part of the RFP, without qualification or exception.

VII. RIGHT TO NEGOTIATE FINAL FEES

HACM retains the right to negotiate final fees. Negotiations shall begin after HACM has chosen a top-rated Respondent.

If in HACM's standpoint, negotiations, are not successfully concluded, in a reasonable amount of time, HACM retains the right to end such negotiations and to begin negotiations with the next-rated Respondent.

HACM retains the right to negotiate with and make an award to more than one Respondent.

VIII. EQUAL OPPORTUNITY/MBE/WBE/SECTION 3

HACM strongly encourages minority-owned and women-owned businesses, socially and economically disadvantaged business enterprises, and small businesses to submit Proposals, to enter into partnerships, or to participate in other business activity in response to this RFP.

Section 3 of the Housing and Urban Development Act of 1968 ("**Section 3**") requires HACM to the greatest extent feasible to provide employment opportunities to Section 3 Workers and Targeted Section 3 Workers, as defined in 24 C.F.R. Part 75 (together, "**Section 3 Workers**"). Section 3 Workers include residents of HACM communities and other low-income residents of Monterey County, California.

Any Respondent claiming a Section 3 Business Preference shall include a fully completed and executed Section 3 Business Preference Certification Form attached hereto as Exhibit E.

SUPPORTIVE SERVICES

HACM is soliciting Proposals from qualified firms and organizations to provide Supportive Services for the residents at the Broadway Project and/or the Fairview Project, as set forth below:

Broadway Project

- Case management – case managers will connect residents to all available services and work with residents to develop an individualized service plan ("ISP"). Case managers will meet with residents at least once per month or more, as outlined in the resident's ISP.
- Behavioral health services – residents will be linked to behavioral health services through the Respondent. Services provided will include individual therapy, group therapy, and psychiatric medicine support.
- Physical health services – residents will be linked to care through their primary care physician or a community health clinic. Respondent staff will help residents access off-site resources for physical health care.
- Assistance obtaining benefits and essential documentation – helping residents access benefit programs including medical benefits, food assistance, financial aid, and disability income.
- Life skills for daily living, rehabilitation, and independence – life skills training including money management, time management, positive self-care and behavior, relationship building, and social-emotional skills.
- Total Full-Time Equivalent ("FTE") staff positions (half-time is 0.5) – Case manager ratio is 15:1 for residents experiencing Chronic Homelessness and 25:1 for residents at-risk of homelessness. Supportive Services staffing will include: Vice President (.05 FTE, off-site); Director (.1 FTE, off-site); Program Manager (.2 FTE, on-site); Lead Service Coordinator (.5 FTE, on-site); and Service Coordinator I (2 FTE, on-site).
- Supportive Services goal outcomes include:
 - Ninety percent (90%) of residents retain permanent housing after one year.
 - Eight percent (8%) of residents obtain and maintain eligible benefits. Residents increase their ability to live independently based on individualized goals in their ISP.
 - Residents' independence and self-sufficiency will be tracked by the percentage decrease in accessing Supportive Services after one year. Program goal is a twenty-five percent (25%) decrease in services use after one year.
 - Residents will be introduced to harm reduction practices. Program goal is increased use of harm reduction techniques in a resident's ISP.

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- Provide all such other supportive services that are required by the Homekey program, the California Department of Housing and Community Development, and the City of King, as applicable.

Fairview Project

- Wraparound onsite Supportive Services are provided for each resident according to their need, subject to available funding from third-party sources or available funds from operations. Such services include, but are not limited to, full scope mental health therapy, group therapy, peer support services, transportation services, budgeting, housing counseling, case management, healthcare, job training, and services essential to help program participants obtain and maintain housing stability.
- Staffing – at least one staff member, and the number of staff shall be increased, if dictated by resident need and available funding, as determined by HACM's reasonable discretion.
- Provide all such other supportive services that are required by the Homekey program, the California Department of Housing and Community Development, and the City of Salinas, as applicable.

FEE PROPOSAL

HOURLY RATES:

\$ _____

REIMBURSABLE EXPENSES:

Travel Hourly Rate: \$ _____ Full Rate
 \$ _____ Half Rate
 _____ No Charge for Travel

Name of Firm or Organization: _____

Signature: _____

Title: _____

Date: , 2025

**FAILURE TO SIGN THIS DOCUMENT WILL RESULT IN THE
PROPOSAL BEING DEEMED NON-RESPONSIVE**

HUD FORM HUD-5369-C (8/93)
Certifications and Representations of Offerors, Non-Construction Contract

(Please See Attached)

PROFILE OF FIRM FORM

(Please See Attached)

SECTION 3 BUSINESS PREFERENCE CERTIFICATION FORM

(Please See Attached)

Certifications and Representations of Offerors

Non-Construction Contract

U.S. Department of Housing and Urban Development Office of Public and Indian Housing

Public reporting burden for this collection of information is estimated to average 5 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

This form includes clauses required by OMB's common rule on bidding/offering procedures, implemented by HUD in 24 CFR 85.36, and those requirements set forth in Executive Order 11625 for small, minority, women-owned businesses, and certifications for independent price determination, and conflict of interest. The form is required for nonconstruction contracts awarded by Housing Agencies (HAs). The form is used by bidders/offers to certify to the HA's Contracting Officer for contract compliance. If the form were not used, HAs would be unable to enforce their contracts. Responses to the collection of information are required to obtain a benefit or to retain a benefit. The information requested does not lend itself to confidentiality.

1. Contingent Fee Representation and Agreement

(a) The bidder/offeror represents and certifies as part of its bid/offer that, except for full-time bona fide employees working solely for the bidder/offeror, the bidder/offeror:

- (1) ☐ has, ☐ has not employed or retained any person or company to solicit or obtain this contract; and
- (2) ☐ has, ☐ has not paid or agreed to pay to any person or company employed or retained to solicit or obtain this contract any commission, percentage, brokerage, or other fee contingent upon or resulting from the award of this contract.

(b) If the answer to either (a)(1) or (a) (2) above is affirmative, the bidder/offeror shall make an immediate and full written disclosure to the PHA Contracting Officer.

(c) Any misrepresentation by the bidder/offeror shall give the PHA the right to (1) terminate the resultant contract; (2) at its discretion, to deduct from contract payments the amount of any commission, percentage, brokerage, or other contingent fee; or (3) take other remedy pursuant to the contract.

2. Small, Minority, Women-Owned Business Concern Representation

The bidder/offeror represents and certifies as part of its bid/offer that it:

- (a) ☐ is, ☐ is not a small business concern. "Small business concern," as used in this provision, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding, and qualified as a small business under the criteria and size standards in 13 CFR 121.
- (b) ☐ is, ☐ is not a women-owned small business concern. "Women-owned," as used in this provision, means a small business that is at least 51 percent owned by a woman or women who are U.S. citizens and who also control and operate the business.
- (c) ☐ is, ☐ is not a minority enterprise which, pursuant to Executive Order 11625, is defined as a business which is at least 51 percent owned by one or more minority group members or, in the case of a publicly owned business, at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily operations are controlled by one or more such individuals.

For the purpose of this definition, minority group members are:

(Check the block applicable to you)

- | | |
|---|---|
| <input type="checkbox"/> Black Americans | <input type="checkbox"/> Asian Pacific Americans |
| <input type="checkbox"/> Hispanic Americans | <input type="checkbox"/> Asian Indian Americans |
| <input type="checkbox"/> Native Americans | <input type="checkbox"/> Hasidic Jewish Americans |

3. Certificate of Independent Price Determination

(a) The bidder/offeror certifies that—

- (1) The prices in this bid/offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other bidder/offeror or competitor relating to (i) those prices, (ii) the intention to submit a bid/offer, or (iii) the methods or factors used to calculate the prices offered;
- (2) The prices in this bid/offer have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and
- (3) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a bid/offer for the purpose of restricting competition.

(b) Each signature on the bid/offer is considered to be a certification by the signatory that the signatory:

- (1) Is the person in the bidder/offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- (2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above (insert full name of person(s) in the bidder/offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the bidder/offeror's organization);
(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the bidder/offeror deletes or modifies subparagraph (a)2 above, the bidder/offeror must furnish with its bid/offer a signed statement setting forth in detail the circumstances of the disclosure.

4. Organizational Conflicts of Interest Certification

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under a proposed contract and a prospective contractor's organizational, financial, contractual or other interest are such that:
- (i) Award of the contract may result in an unfair competitive advantage;
 - (ii) The Contractor's objectivity in performing the contract work may be impaired; or
 - (iii) That the Contractor has disclosed all relevant information and requested the HA to make a determination with respect to this Contract.
- (b) The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the HA which shall include a description of the action which the Contractor has taken or intends to eliminate or neutralize the conflict. The HA may, however, terminate the Contract for the convenience of HA if it would be in the best interest of HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this Contract and intentionally did not disclose the conflict to the HA, the HA may terminate the Contract for default.
- (d) The Contractor shall require a disclosure or representation from subcontractors and consultants who may be in a position to influence the advice or assistance rendered to the HA and shall include any necessary provisions to eliminate or neutralize conflicts of interest in consultant agreements or subcontracts involving performance or work under this Contract.

5. Authorized Negotiators (RFPs only)

The offeror represents that the following persons are authorized to negotiate on its behalf with the PHA in connection with this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators):

6. Conflict of Interest

In the absence of any actual or apparent conflict, the offeror, by submission of a proposal, hereby warrants that to the best of its knowledge and belief, no actual or apparent conflict of interest exists with regard to my possible performance of this procurement, as described in the clause in this solicitation titled "Organizational Conflict of Interest."

7. Offeror's Signature

The offeror hereby certifies that the information contained in these certifications and representations is accurate, complete, and current.

Signature & Date:

Typed or Printed Name:

Title:



123 Rico Street, Salinas, CA 93907 | Tel. 831.775.5000 | www.hamonterey.org

VENDOR ADD FORM

Type of Request	<input type="checkbox"/> Add New Vendor <input type="checkbox"/> Update Existing Vendor (Current Vendor # _____) <input type="checkbox"/> Add Remit Address
Legal Name	
DBA (if applicable)	
Checks Payable To	

General Information

Address					
City					
State		Zip Code		County	
Telephone		Fax			
Company Website					
Email Address					

Ownership Type (optional)

Ownership <small>Check all that apply</small>	<input type="checkbox"/> Minority Owned	<input type="checkbox"/> Small Business	<input type="checkbox"/> CERT Program Vendor
	<input type="checkbox"/> Women Owned	<input type="checkbox"/> Veteran Owned	<input type="checkbox"/> Choose not to answer

Tax Identification Information (form will not be processed without this information; **W-9 is required**)

Type of Entity	<input type="checkbox"/> Corporation	<input type="checkbox"/> Government	<input type="checkbox"/> LLC/LLP
	<input type="checkbox"/> Other	<input type="checkbox"/> Sole Proprietor	
Federal Tax ID			
OR			
Social Security Number			

1099 Information (required if 1099 Vendor)

Income Code <small>Select One</small>	<input type="checkbox"/> Medical	<input type="checkbox"/> Other Income	<input type="checkbox"/> Gross Proceeds to Attorneys
	<input type="checkbox"/> Non-Employee	<input type="checkbox"/> Rent Payments	

Insurance (copies must be attached)

General Liability			
Carrier:			
Address:	City, State:	Zip Code:	
Policy Number:			
Workers Compensation:	Phone #:		
Address:	City, State:		
Policy Number:			

Reference

Company Name:	
Phone Number:	

Internal Use Only

<input type="checkbox"/> New Vendor	Vendor ID	Approved By	Entered By	Date
<input type="checkbox"/> Amend Vendor				

Contractor's Summary Guide to Section 3 Compliance

A. Introduction and Summary

The Housing Authority of the County of Monterey (HACM) has established a policy whereby any contractor that transacts business with HACM must meet the requirements of HACM Section 3 Policy as outlined in this document. This Section 3 Policy is required to be a flow down provision to each subcontract at every tier. This policy applies to all contracts valued over \$250,000.

This policy requires that employment and other economic opportunities generated by certain HUD financial assistance, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations, be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low- and very low-income persons.

This document serves to fulfill two (2) main objectives: 1) it contains program definitions, requirements, information on program assistance provided by HACM and 2) it outlines the Section 3 program compliance measures of HACM.

B. Definitions

Low-Income Person

A family (including single persons) whose income does not exceed 80% of the median income for the area, as determined by HUD, with adjustments for smaller and larger families (See HACM income eligibility chart).

Very Low-Income Person

A family (including single persons) whose income does not exceed 50% of the median family income for the area, as determined by HUD, with adjustments for smaller or larger families (See HACM income eligibility chart).

Section 3 Worker

A Section 3 worker is any worker who currently fits into, or when hired within the past five years fit into, at least one of the following categories:

1. The worker's income for the previous or annualized calendar year is below the income limit established by HUD
2. The worker is employed by a Section 3 business concern
3. The worker is a YouthBuild participant.

Section 3 Business Concern

A Section 3 business concern is any type of business (sole proprietorship, partnership, non-profit, corporation) that meets at least one of the following criteria, documented within the last six-month period:

1. At least 51 percent owned and controlled by low- or very low-income person;
2. Over 75 percent of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers; or
3. A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing

YouthBuild Program

YouthBuild is a community-based pre-apprenticeship program that provides job training and educational opportunities for at-risk youth ages 16-24 who have previously dropped out of high school.

YouthBuild participants learn vocational skills in construction, as well as in other in-demand industries that include health care, information technology, and hospitality. Youth also provide community service through the required construction or rehabilitation of affordable housing for low-income or homeless families in their own neighborhoods

Targeted Section 3 Worker

A Section 3 targeted worker is a Section 3 worker who:

- (1) is employed by a Section 3 business concern: or
- (2) currently fits or when hired fit at least one of the following categories, as documented within the past five years:
 - (i) A resident of HACM or Section 8-assisted housing;
 - (ii) A resident of other public housing projects or Section 8-assisted housing managed by a PHA that is providing the assistance; or
 - (iii) A YouthBuild participant.
- (3) A business at least 51 percent owned and controlled by current public housing residents or residents who currently live in Section 8-assisted housing.

Section 3 Project

Section 3 projects are housing rehabilitation, housing construction, and other public construction projects assisted under HUD programs that provide housing and community development financial assistance when the total amount of assistance to the project exceeds a threshold of \$250,000. The threshold is \$100,000 where the assistance is from the Lead Hazard Control and Healthy Homes programs. Section 3 applies, on a per project basis, to all HACM projects that are fully or partially funded with HUD funding.

C. HACM Section 3 Goals

There are two Section 3 Goals. One for **Section 3 Workers** and the other for **Section 3 targeted Workers**. For HACM the goal for Section 3 workers is set at *25 percent* or more of the total number of labor hours worked by all workers employed within HACM's fiscal year. The benchmark for **Targeted Section 3 workers** is set at *5 percent* or more of the total number of labor hours worked by all workers employed with public housing financial assistance within HACM's fiscal year. This means that the *5 percent* is included as part of the *25 percent* threshold.

D. Section 3 Plan

The Contractor is required to submit with their bid/proposal package a Section 3 Plan for HACM review and written approval. The Section 3 Plan will detail the processes to be implemented to ensure that the above Section 3 goals will be met. The plan should specify the number of positions expected to be created and what minimum qualifications and skills will be required in order to perform the positions. The plan should also address the Contractor's strategy for recruiting HACM residents for the available positions, which should include consultation with OHA's Section 3 Coordinator.

Qualitative processes to be included, but not limited to, in the Section 3 Plan are identified below. The HUD Section 3 website has additional educational resources and tools for developing the Section 3 Plan. The HUD website can be accessed at <https://www.hud.gov/section3/>.

E. Qualitative Processes for Section 3 Plan

The HACM Resident & Community Services Coordinator is the HACM's point of contact for assistance in identifying HACM's Section 3 and Targeted Workers.

Engaging in outreach efforts to generate job applicants who are Targeted Section 3 workers should but not be limited to the following.

- Providing training or apprenticeship opportunities.
- Providing technical assistance to help Section 3 workers compete for jobs (e.g., resume assistance, coaching).
- Providing or connecting Section 3 workers with assistance in seeking employment including: drafting resumes, preparing for interviews, and finding job opportunities connecting residents to job placement services.
- Holding one or more job fairs.

- Providing or referring Section 3 workers to services supporting work readiness and retention (e.g., work readiness activities, interview clothing, test fees, transportation, childcare).
- Providing assistance to apply for/or attend community college, a four-year educational institution, or vocational/technical training.
- Assisting Section 3 workers to obtain financial literacy training and/or coaching.
- Engaging in outreach efforts to identify and secure bids from Section 3 business concerns.
- Providing technical assistance to help Section 3 business concerns understand and bid on contracts.
- Dividing contracts into smaller jobs to facilitate participation by Section 3 business concerns.
- Providing bonding assistance, guaranties, or other efforts to support viable bids from Section 3 business concerns.
- Promoted use of business registries designed to create opportunities for disadvantaged and small businesses.
- Outreach, engagement, or referrals with the state one-stop system as defined in Section 121(e)(2) of the Workforce Innovation and Opportunity Act.

F. Documenting and Reporting-Section 3 Plan

1. Contractor agrees to report the labor hours performed by Section 3 Workers for the work identified in each payment request. The reporting of Section 3 Worker hours, as prepared by the Contractor, must be approved in writing by HACM's Labor Compliance Officer.
2. The Contractor and its subcontractors shall provide all required compliance data with respect to Contractor's Section 3 Plan to HACM via LCP tracker software. The Contractor and its subcontractors shall be responsible for responding to any requests for data or information by the noted response due dates. The Contractor shall also be responsible for ensuring that all subcontractors have completed all requested items with complete and accurate information and that their contract information is current.

G. Compliance Reporting Systems

HACM utilizes LCPtracker in order to monitor the compliance requirements for Davis- Bacon, and Section 3 labor hour tracking policy requirements.

H. Section 3 Calculations

Below are the formulas for calculating Section 3 and Target Workers. This formula will be utilized to validate that contractors have met HACM's Section 3 goals.

Section 3 Workers = \geq 25%

Total Labor Hours

$$\frac{\text{Section 3 Target Workers}}{\text{Total Labor Hours}} = \geq 5\%$$

Note: Professional Service Contracts are not applicable to Section 3 requirements. However, if Section 3 goals are met by a Professional Service Contractor, the hours can be added in the numerator of the Section 3 calculation.

Resident Referral Process

HACM is committed to working with general contractors and subcontractors to help them reach their Section 3 goals. This process ensures that each candidate is in good standing with the housing authority and has a background that qualifies him/her to perform the essential functions of the job.

To ensure the best possible match, it is important that contractors communicate their hiring needs to HACM well in advance of the project start date. We request at least 2 business days' notice before the employee's start date, but earlier notice is preferred. We will work with you to identify a pool of candidates for each position. If we cannot provide you with a candidate, we will grant you a waiver to document your efforts to meet the Section 3 goals.

Union Contractors: OHA's Family and Community Partnerships department (FCP) has established a list of current OHA residents in construction trade unions that is sent to contractors on a regular basis. If there is no candidate that meets your hiring needs, you are encouraged to consider sponsoring an OHA resident who is not a member of a trade union to meet your Section 3 hiring goals.

New Hire Section 3 Information Form

General contractors and subcontractors will be provided this form upon award. Every **new hire** should be requested to complete the form. The form provides the means to determine Section 3 eligibility of the employee. The forms should be submitted to HACM as soon as possible after hiring for verification of Section 3 status.

Monthly Reports

HACM requires monthly reports listing all new hires and Section 3 hires from all contractors and subcontractors on Section 3 covered projects. A sample report will be provided. Reports shall be due on the fifth day of each month for the preceding month.

Record Maintenance and Documentation

All projects and activities that are subject to Section 3 requirements shall maintain comprehensive documentation of their Section 3 outreach efforts and implementation activities. Section 3 documentation files should be clearly maintained and be available for review by Oakland Housing Authority and/or HUD officials.

Compliance Reviews

HACM staff will conduct regular compliance reviews, which consist of comprehensive analysis and evaluation of the contractor's compliance with Section 3. Where noncompliance is found, HACM will notify the contractor of the deficiency and make recommendations for corrective actions.

1	\$50,000 or less
2	\$57,150 or less
3	\$64,300 or less
4	\$71,400 or less
5	\$77,150 or less
6	\$82,850 or less
7	\$88,550 or less
8	\$94,250 or less

(Income limits eff. 04/01/2022)

Section 3 Action Plan (2 pages)

All firms and individuals bidding on any Section 3 covered contract with the Housing Authority of the County of Monterey (HACM) **MUST COMPLETE AND SUBMIT THIS ACTION PLAN WITH THE BID, OFFER, OR PROPOSAL**. Any solicitation response that does not include this document (completed and signed) will be considered non-responsive and not eligible for award.

PRELIMINARY STATEMENT OF CURRENT WORKFORCE AND HIRING NEEDS

THIS PLAN OUTLINES YOUR COMMITMENT TO HACM'S SECTION 3 HIRING GOALS

COMPANY NAME:

ADDRESS:

PROJECT
(Bid/RFP#):

GENERAL ☐ SUBCONTRACTOR ☐

JOB CATEGORY: EXAMPLES ADMINISTRATIVE ASST., OFFICE MANAGER, CLERK, PROJECT MANAGER, EQUIPMENT MECHANIC, JANITORIAL, HOUSING MANAGEMENT, LABORER, LANDSCAPER, GLAZIER-JOURNEYMAN, GLAZIER- APPRENTICE, PLUMBER-JOURNEYMAN, PLUMBER-APPRENTICE	(A) # of CURRENT Employees (Core Staff)	(B) PROJECTED # of New Hires FOR THIS PROJECT	(C) PROJECTED # of Section 3 Hires	(D) PROJECTED Section 3 Hires as a Percentage of NEW HIRES
				%
				%
				%
				%
				%
				%
				%
OTHER, PLEASE LIST.				%

____ (Check here and attach another sheet if applicable)

I attest that the above information is true and correct. The company certifies that the above table represents the appropriate number of employee positions and also represents the number of Section 3 employees that the company proposes to hire.

Signature

Printed Name

Title

Date

Section 3 Action Plan (continued)

EFFORTS TO ACHIEVE SECTION 3 COMPLIANCE

Indicate the efforts your organization will take to direct employment and other economic opportunities, to the greatest extent feasible, to low-income residents. Think about how you can leverage your resources and expertise to foster training and employment opportunities for Section 3 residents. **Examples** include, but are not limited to, the following. Check all that apply.

- ☐ Utilize and manage union privileges such as name-call, transfer, rehire, and sponsorship.
- ☐ Financially sponsor HACM resident(s) in trainings, certifications, professional mentorships, etc.
- ☐ Distribute flyers door-to-door to HACM owned and managed properties.
- ☐ Run multiple advertisements in local media such as newspapers and radio stations, and/or Internet-based job-posting websites announcing the hiring and contracting opportunities.
- ☐ Contract with certified Section 3 businesses, in construction and non-construction trades
- ☐ Post signs at the entrance to the job site stating that it is a Section 3 covered project.
- ☐ Sponsor (schedule, advertise, finance, or provide in-kind services) a job informational meeting to be conducted by the housing authority or a contractor representative.
- ☐ Undertake job counseling, education and related programs in association with local educational institutions.
- ☐ Other:

I attest that the above information is true and correct.

Signature

Printed Name

Title

Date

SECTION 3 CLAUSE (24 CFR 135.38)

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 and 24 CFR Part 75, 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 24 CFR Part 75, 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 and 24 CFR Part 75. 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 and 24 CFR Part 75.
- 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 and 24 CFR Part 75.
- F. Noncompliance with HUD's regulations in 24 CFR Part 135 and CFR Part 75 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).