



April 22, 2025

**SUBJECT: Request for Qualifications (RFQ-2025-01) Architectural Services**

The Housing Authority of the County of Monterey (“HACM”) invites qualified, licensed, and insured architects and architectural firms to submit proposals for future collaborative projects

**Proposals will be accepted by mail or by email until 5:00pm (Pacific Time), on May 23, 2025.** Proposals received after 3:00 pm will be rejected without consideration.

Questions of a procedural nature may be directed to  
Delayna Cambunga at (831) 775-5064.  
We look forward to receiving your proposal.



**REQUEST FOR QUALIFICATIONS  
RFQ-2025-01  
ARCHITECTURAL SERVICES**

RFP Issued:	April 22, 2025
Pre-Proposal Conference, Non-Mandatory	May 8, 2025, at 11:00 AM (Pacific Time) *Email Delayna for Conference details
Questions Due	by May 15, 2025, 10:00 AM (Pacific Time)
Email Questions To:	dcambunga@hamonterey.org (Indicate above RFQ-2025-01 in "Subject")
Proposal Due:	May 23 @ 5:00 PM (Pacific Time)

Contact person for the above RFP: Delayna Cambunga,  
Procurement and Contracts Manager  
Email:dcambunga@hamonterey.org

Request for Qualifications for Architectural Services  
Housing Authority of the County of Monterey

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## INTRODUCTION

The Housing Authority of the County of Monterey (“HACM”) is a public body corporate and politic that was formed in 1941 to provide housing assistance to low-income families within the County of Monterey. HACM is headed by an Executive Director (ED) and is governed by a seven-person Board of Commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (“CFR”), Housing Authorities Law (Part 2 of Division 24 of the California Health and Safety Code commencing with Section 34200 et seq.), other U.S. Department of Housing and Urban Development (“HUD”) rules and regulations, and HACM’s Procurement Policy.

HACM has two affiliated development entities, the Housing Authority of the County of Monterey Development Corporation (HACMDC) and Housing Development Corporation (HDC). Unless otherwise stated, this solicitation is for HACM and all HACM affiliated entities.

The Housing Authority of the County of Monterey, in partnership with the entire community, advocates and provides quality, affordable, safe housing; encourages self-sufficiency; and strengthens community inclusiveness and diversity in housing.

HACM is soliciting and accepting proposals from qualified, licensed, and insured architects or architectural companies, demonstrating their qualifications, past performance and interest for this work, to create a pool of one or more qualified consultants. The term "Proposer" used herein shall mean proposers, partnerships, corporations, associations, or professional organizations.

Details regarding this Request for Qualifications, specifications, and submittal requirements are set forth in this RFQ document and any attachments or amendments to it. Proposals made in response to this solicitation must conform to all of the required specifications outlined within this document and any designated attachments or amendments in their entirety.

Deadlines for submitting questions and request for interpretations (RFI) including any modifications to HACM contract language or scope of service is May 13, 2025 at 10:00 am. Responses to questions will be posted on HACM website within three (3) business days.

To fully respond to this RFQ please submit a proposal per instructions within section 4.0 of this RFQ document. Please include one (1) original electronic proposal to HACM by the due date.

**PROPOSAL SUBMITTAL RETURN LOCATION AND DEADLINE:** May 20, 2025 by 5 pm.

Electronic submissions should be submitted to [dcambunga@hamonterey.org](mailto:dcambunga@hamonterey.org) with a cc to [kgregory@hamonterey.org](mailto:kgregory@hamonterey.org).

## 1.0 HACM'S RESERVATION OF RIGHTS.

- 1.1 **Right to Reject, Waive or Terminate the RFQ.** HACM reserves the right to reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, in its sole and absolute discretion, if deemed by HACM to be in its best interests.
- 1.2 **Right Not to Award.** HACM reserves the right not to award a contract pursuant to this RFQ.
- 1.3 **Right to Terminate.** HACM reserves the right to terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 5 business days' written notice to the successful Proposer(s).
- 1.4 **Right to Determine Time and Location.** HACM reserves the right to determine the days, hours and locations that the successful Proposer shall provide services called for in this RFQ.
- 1.5 **Right to Determine Financial Responsibility and Viability.** HACM reserves the right to require of each Proposer, information regarding financial responsibility and viability or such other information as HACM determines is necessary to ascertain whether a proposal is in fact the lowest responsive and responsible proposal submitted.
- 1.6 **Right to Retain Written Proposals.** HACM reserves the right to retain all proposals submitted to HACM by all Proposers in response to this RFQ and not permit the withdrawal of same for a period of 60 calendar days subsequent to the deadline for receiving said proposals. HACM may permit the withdrawal of proposals if requested in writing by the Proposer and such request is approved in writing by the RFQ Manager for this RFQ in his/her sole and absolute discretion.
- 1.7 **Right to Negotiate Fees.** HACM reserves the right to negotiate the fees proposed by the successful Proposer.
- 1.8 **No Obligation to Compensate.** HACM shall have no obligation to compensate any Proposer for any costs incurred in responding to this RFQ.
- 1.9 **Right to Amend Prior to Award.** HACM reserves the right to, prior to award, revise, change, alter or amend any of the instructions, terms, conditions, and/or specifications identified within the RFQ documents issued, within any attachment or drawing, or within any addenda issued. All addenda will be posted on HACM's website [www.hamonterey.org](http://www.hamonterey.org) ("Website"). Such changes that are issued before the bid submission deadline shall be binding upon all prospective bidders. HACM also reserves the right to amend the form of standard HACM contract any time prior to contract execution.
- 1.10 **Right to Reject Any Proposal.** HACM reserves the right, in its sole discretion, to reject and not consider any proposal that does not meet the requirements of this RFQ, including but not limited to untimely, or incomplete proposals or proposals offering alternate or non-requested services.

- 1.11 **Right to Prohibit Further Participation.** 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. The prospective bidder further agrees that he/she will inform HACM in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by HACM that he/she feels needs to be addressed. Failure to abide by this time frame shall relieve HACM, but not the prospective proposer, of any responsibility pertaining to such an issue.
- 1.12 **Public Disclosure of Proposal Documents.** To the extent applicable, documents submitted in connection with this RFQ may be subject to disclosure pursuant to the California Public Records Act (California Government Code Section 6250 et seq).

## 2 GENERAL/TECHNICAL SPECIFICATIONS.

The Housing Authority of the County of Monterey (HACM) is seeking proposals from qualified Proposers to provide the services listed in the scope of work set forth below. The attached list is not intended to be all-inclusive and is provided as an example of services that may be required by HACM.

- a. Design Development
- b. Schematic design refinement
- c. Mechanical Engineering and design
- d. Electrical Engineering and design
- e. Structural Engineering and design including Seismic Analysis
- f. Plumbing Engineering and design
- g. Utilities Design and Coordination
- h. Lighting Engineering
- i. Acoustical Engineering
- j. Security System design
- k. Artistic renderings
- l. Interior Design Services including interior materials, finishes, and fixtures
- m. Building Energy Modeling
- n. Management of all engineering and specialty consultants
- o. Construction cost estimation
- p. Preparation of Construction Documents for plan check submittal and bidding
- q. Construction administration and support
- r. Post-occupancy review and re-designs as needed
- s. Other duties as reasonable and appropriate for the project

2.1 **Proposed Term.** HACM anticipates that the proposed term for the proposed service will be for a period of one year with up to three (3), one-year extensions.

- 2.2 **Number of Proposers to be Selected.** HACM will choose one (1) or more successful Proposers to provide the services contemplated in this RFQ.
- 2.3 **Form of Contract.** By responding to this RFQ and submitting a proposal, the Proposer acknowledges and agrees that in connection with this RFQ, HACM may only execute a contract prepared by HACM, which is substantially approved as to form and substance by HACM. Unless requested by HACM from the awardee.
- 2.4 **Submittal Deadline.** HACM must receive proposals by 5:00 PM, Tuesday, May 20, 2025. Proposals must be submitted via email to: [dcambunga@hamonterey.org](mailto:dcambunga@hamonterey.org) with a copy to [kgregory@hamonterey.org](mailto:kgregory@hamonterey.org). Proposals submitted after the deadline indicated above and/or via an alternate delivery method other than email will not be accepted.
- 2.5 **Evaluation and Proposal Review.** The Evaluation Committee, appointed by HACM's Executive Director or designee, will review, evaluate, rank, and select the proposals according to the scoring criteria outlined in the RFQ, HACM's Procurement Policy, and HUD regulations.
- 2.6 **Award.** Proposals that meet the requirements outlined in this RFQ will be evaluated and ranked according to the rating and selection factors described in Section 5 below. A ranking list will be prepared according to points awarded to each proposal. The proposal scoring the highest points will be conditionally awarded the contract, pending HACM Board of Commissioners approval, if required. HACM may, in its sole and absolute discretion, select none of the proposals submitted. HACM reserves the right to postpone or cancel the final award of the proposals at its convenience.

### 3 SCOPE OF SERVICES.

All Proposers are asked to describe the tasks required to successfully carry out the Scope of Services outlined in Section 2.0. However, Proposer's may include additional services that the Proposer is capable of providing and which, in the Proposer's opinion, would enhance the implementation of the proposed Scope of Services. Proposers must provide pricing for any additional services presented in the proposal. Any proposed annual inflator of hourly rates must be clearly stated.

### 4 PROPOSAL FORMAT.

- 4.1 **Proposal Submittal.** All proposals submitted in response to this RFQ must be formatted in accordance with the numbered sequence noted below. None of the proposed services may conflict with any requirement HACM has published herein or has issued by addendum. Each proposal should include sections addressing the following information in the order shown. The Proposer should be sure to include all information that it feels will enable the Evaluation Committee to make a decision. Failure of the Proposer to provide specific, detailed information may result in its proposal being rejected in favor of a sufficiently detailed proposal. Any necessary exhibits or other information, including information not specifically requested by

this RFQ but that the Proposer believes would be helpful, should be attached at the end of the proposal. The party submitting the materials should keep in mind the limitations on confidential information described in Subsection 1.12.

**Part 1 – Cover Letter:**

Provide a one-page cover letter on your letterhead that includes the address, telephone numbers, and e-mail address of the Proposer's contact person or persons. List the name and title of each person authorized to represent the Proposer in negotiations.

**Part 2 – Qualifications and Experience:**

Provide a statement of qualifications for your organization, a statement of the size of Proposer, a description of services provided by your organization, and a statement of the extent of experience/history providing the services requested by this RFQ. Please include the following information:

- a. How many people in total are employed by your company?
- b. Please list the most recent adaptive reuse/conversion projects that your company has engaged in (not to exceed 10).
- c. Please list the most recent multifamily/residential new construction projects that your firm has engaged in (not to exceed 10).
- d. Please list the most recent commercial/mixed use projects that your firm has engaged in (not to exceed 10)
- e. Please list any design or architectural awards won by your firm

**Part 3 – Proposed Approach:**

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

**Part 4 – References:**

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

**Part 5 – Cost Proposal**

Please provide a per hour rate to be charged for the following services:

- i. Design Development
- ii. Schematic design refinement
- iii. Mechanical Engineering and design



- iv. Electrical Engineering and design
- v. Structural Engineering and design including Seismic Analysis
- vi. Plumbing Engineering and design
- vii. Utilities Design and Coordination
- viii. Lighting Engineering
- ix. Acoustical Engineering
- x. Security System design
- xi. Artistic renderings
- xii. Interior Design Services including interior materials, finishes, and fixtures
- xiii. Building Energy Modeling
- xiv. Management of all engineering and specialty consultants
- xv. Construction cost estimation
- xvi. Preparation of Construction Documents for plan check submittal and bidding
- xvii. Construction administration and support
- xviii. Post-occupancy review and re-designs as needed

#### **Part 6 – Conflict of Interest Information**

Proposer must include the attached Conflict of Interest form.

**4.2 Submission Conditions.** Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the document that are submitted to HACM by the Proposer, such may invalidate that proposal. If, after accepting such a proposal, HACM decides that any such entry has not changed the intent of the proposal that HACM intended to receive, HACM may accept the proposal and the proposal shall be considered by HACM as if those additional marks, notations or requirements were not entered on such. By submitting a proposal, the Proposer is thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**4.3 Submission Responsibilities.** It shall be the responsibility of each Proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by HACM, including but not limited to this RFQ. By virtue of completing, signing, and submitting the completed documents, the Proposer is stating their agreement to comply with all conditions and requirements set forth within the aforementioned documents.

**4.4 Proprietary Information.** To the extent not prohibited by applicable law, if a Proposer does not desire certain proprietary information in their proposal disclosed, the Proposer is required to identify all proprietary information in the proposal, which identification shall be submitted concurrently with the proposal. If the Proposer fails

to identify its proprietary information, it agrees by submission of its proposal that those sections shall be deemed non-proprietary and may be made available upon public request after a contract award. Notwithstanding anything to the contrary contained herein, any proposals and documents received in connection with this RFQ may be subject to disclosure pursuant to the California Public Records Act (Government Code Section 6250 et seq.)

- 4.5 **Eligible to Conduct Business in California.** All proposers shall be eligible to conduct business in the State of California and County of Monterey.
- 4.6 **Proposer's Responsibilities.** Contact with HACM: It is the responsibility of the Proposer to address all communication and correspondence pertaining to this RFQ process to Procurement Manager only.
- 4.7 **Addenda.** All questions and requests for information must be addressed in writing to the Procurement Manager. The Procurement Manager will respond to all such inquiries in writing by addendum to all prospective Proposers (i.e., proposers or individuals that have obtained the RFQ Documents).
- 4.8 **Recap of Attachments and Exhibits.** It is the responsibility of each Proposer to verify that they have downloaded the following attachments and exhibits pertaining to this RFQ.

## 5 PROPOSAL EVALUATION.

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

*a. Qualifications and Experience: Maximum Points: 30*

As indicated under Part 5, the Proposer's qualifications and prior experience, including capability and experience of its key personnel, including their resumes and history of successfully performing similar services for public or private owners.

*b. Proposed Approach: Maximum Points: 25*

As indicated under Section 4 Part 3, the proposed approach to conducting the Scope of Work as noted in Attachment D, including clarity of understanding of the scope of services to be provided and appropriateness of the proposed solution/services, as well as the ability to meet any required timelines or other requirements. The ability to commence work within 30 calendar days of accepting the contract and completing the work no later than 98 calendar days after commencing the work is preferred.

*c. Cost Analysis and Budget for Primary Services: Maximum Points: 25*

As indicated under Section 4 Part 5, the Proposer's cost structure and detailed explanation for all costs associated with providing the requested services and an itemized proposal of costs.

*d. Previous Projects/Awards: 20*

As indicated under Section 4 Part 2, the Proposer's previous projects and awards/recognitions showcasing innovative and visually pleasing design, energy efficient design, and new approaches to multifamily, commercial, adaptive reuse projects.

## 5.2 Evaluation Method.

- a. Initial Evaluation for Responsiveness. Each proposal received will first be evaluated for responsiveness (e.g., meets the minimum of the published requirements). HACM reserves the right to reject any proposals deemed by HACM not minimally responsive (HACM will notify such proposers in writing of any such rejection).
- b. Evaluation Packet for Proposals Deemed Responsive. Internally, an evaluation packet will be prepared for each evaluator, including the following documents: Score Sheet for each Proposer and a copy of all pertinent RFQ documents.
- c. Evaluation Committee: HACM anticipates that HACM's Executive Director or designee will select a minimum of a three-person committee to evaluate each of the responsive proposals submitted in response to this RFQ ("Evaluation Committee").
- d. Evaluation: The selection criteria set forth in Section 5.1 herein will be used by HACM to rank and qualify architects for each scope of work and will be used to select proposals for further negotiation after this RFQ. Each criterion is comprised of several components with an associated point value. The total points awarded to a proposal will be the aggregate of the component subtotals for each factor. This selection provides both a summary and details of the factors and point values. If qualified, the firms will be retained on a list for future contracting opportunities as pre-qualified firms for new construction, adaptive reuse, and multifamily renovation, as qualified.
- e. Potential "Competitive Range" or "Best and Finals" Negotiations: HACM reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2 ("HUD Procurement Handbook"), conduct a "Best and Finals" Negotiation, which may include oral interviews, with all proposers deemed to be in the competitive range. Any proposer deemed not to be in the competitive range shall be notified of such in writing by HACM in a timely manner as possible, but in any case, no longer than 5 days after the beginning of such negotiations with the proposers deemed to be in the competitive range.
- f. Results of Evaluation: Once an award is made, Proposers may request via e-mail additional information regarding the results. Requests for records are limited to those that are not privileged or confidential (i.e., no successful bidder trade secrets, financials, etcetera.)

## 6 Contract Award Procedure

If a contract is awarded pursuant to this RFQ, the following detailed procedures will be followed:

By completing, executing and submitting the Form of Proposal (Attachment B), the Proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFQ as issued by HACM, in hard copy, including an agreement to execute the standard HACM contract form. Accordingly, HACM has no responsibility to conduct after the submittal deadline any negotiations pertaining to the contract clauses contained therein. In addition, HACM shall not negotiate any clauses contained within any applicable HUD documents.

Depending on the amount of the award, HACM will forward the contract or a summary to HACM's Board of Commissioners for review and approval/disapproval, in their sole and absolute discretion, prior to signing the contract with the selected Proposer.

The contract shall be awarded subject to a resolution or minute order to that effect duly adopted by the Board of Commissioners, in their sole and absolute discretion, if approval is needed. Execution of the contract documents shall constitute a written memorial thereof.

If the amount of award does not require review or approval by HACM's Board of Commissioners, then the contract will be executed by the Executive Director or Designee.

## 7 Contract Conditions.

The following provisions are considered mandatory conditions of any contract award made by HACM pursuant to this RFQ:

- a. **Contract Form:** HACM will not normally execute a contract on the successful Proposer's form (see Section 2.5). Contracts will only be executed on HACM's form (please see the Sample Contract under Attachment E), and by submitting a proposal the successful Proposer agrees to do so (please note that HACM reserves the right to amend HACM Sample Contract form as HACM deems necessary). Please note that 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 RFQ.
- b. **Assignment of Personnel:** HACM shall retain the right to demand and receive a change in personnel assigned to the work performed pursuant to this RFQ and the contract if HACM believes that such change is in the best interest of HACM and the completion of the contracted work.
- c. **Unauthorized Sub-Contracting Prohibited:** The successful Proposer shall not assign any right, nor delegate any duty for the work proposed pursuant to this RFQ (including, but not limited to, selling or transferring the contract) without the prior

written consent of HACM's Executive Director or designee, in his/her sole and absolute discretion. Any purported assignment of interest or delegation of duty, without the prior written consent of HACM's Executive Director or designee, shall be void and may result in the cancellation of the contract with HACM, or may result in the full or partial forfeiture of funds paid to the successful Proposer as a result of the proposed contract; as determined by HACM's Executive Director or designee, in his/her sole and absolute discretion.

- d. **Contract Period:** HACM anticipates that it will initially award a contract for the period of one (1) years with the option, at HACM's discretion, of two (2) additional one-year option periods, for a maximum total of five (3) years.
- e. **Insurance Requirements:** Prior to any individual contract award (but not as a part of the proposal submission) the successful Proposer will be required to provide the following during the term of the contract:
  - a. **Insurance:** Consultant shall procure and maintain for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Consultant, its agents, representatives, employees, or subcontractors.
  - b. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury, and personal and advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
  - c. **Automobile Liability:** ISO Form Number CA 00 01 coverage any auto (Code 1), or if Consultant has no owned autos, hired (Code 8) and non-owned autos (Code 9) with limit no less than \$1 million for bodily injury and property damage. This requirement does not apply if no motor vehicles are used in providing services under the contract.
  - d. **Workers' Compensation:** As required by the State of California, with Statutory Limits and Employers' Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. This requirement does not apply to sole proprietors.
  - e. **Professional Liability (Errors and Omissions):** Insurance appropriate to the Consultant's profession, with limit no less than \$1,000,000 per occurrence or claim, \$2,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for

at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- f. IF APPLICABLE: Cyber Liability Insurance: Coverage is required if the vendor/consultant is accessing, collecting, storing, or transferring Personally identifiable Information or medical information on staff, tenant, applicants etc.).

Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines, and penalties as well as credit monitoring expenses with limits not less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate. This requirement does not apply if the consultant will not be accessing or storing HACM data subject to privacy regulations under Federal or state law, including but not limited to PII, PCI, and PHI, providing software, or accessing HACM information technology systems.

- g. IF APPLICABLE: Technology Professional Liability: Coverage is required if the vendor/consultant is providing software or technology services (data storage, website design, etc.). Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Consultant in this agreement and shall include, but not be limited to, claims involving media liability and infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, security and privacy liability that include invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. Limits no less than \$2,000,000 per occurrence or claim, \$4,000,000 in the aggregate. For consultants interacting with the public or with tenants, coverage must include coverage against discrimination, harassment, and fair housing claims under DFEH and HUD. If coverage is provided on a claims-made basis, the retroactive date must be shown and must be before the date of the contract or the beginning of the contract work; insurance must be maintained, and evidence of coverage must be provided for at least five (5) years after completion of the contract of work. If coverage is cancelled or non-renewed, and not replaced with

another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of work.

- h. The Policy shall include or be endorsed to include property damage liability coverage for damage to, alteration of, loss of, or destruction of the electronic data and/or information “property” of HACM in the care, custody, or control of the Consultant. If not covered under the Consultant’s liability policy, such “property coverage of HACM may be endorsed onto the Consultants Cyber Liability Policy as follows:
  - i. Cyber Liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, destruction of electronic data and/or information “property” of HACM that will be in the Care, custody, or control of Consultant.

If the consultant maintains broader coverage and/or higher limits than the minimums shown above, HACM requires and shall be entitled to the broader coverage and/or the higher limits maintained by the consultant. The insurance limits required by HACM are not represented as being sufficient to protect Consultant. Consultant is advised to consult Consultant’s insurance broker to determine adequate coverage for Consultant.

- j. Additional Insured Status: The Housing Authority of the County of Monterey and its affiliates, and their departments, their respective directors, officers, Boards of Commissioners, employees, designated volunteers, elected or appointed officials, (HACM), are to be covered as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Consultant’s insurance.
- k. Primary Coverage: For any claims related to this contract, the Consultant’s insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as respects HACM, its officers, officials, Board of Commissioners, employees, and volunteers. Any insurance or self-insurance maintained by HACM, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute to it.
- l. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with 30 days’ notice to HACM.
- m. Self-Insured Retentions: Self-insured retentions must be declared and approved by HACM. HACM may require the Consultant to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or HACM.

- n. Acceptability of Insurers: Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to HACM.
- o. Verification of Coverage: Consultant shall furnish HACM with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause, and a copy of the Declarations and Endorsement page of the CGL policy listing all policy endorsements before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Consultant's obligation to provide them. HACM reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time
- p. Subcontractors: Consultant shall pass down the insurance obligations contained herein to all tiers of subcontractors working under the contract.
- q. Notification of claims: The Proposer agrees to notify HACM in writing of any claim by a third party or any incident or event that may give rise to a claim arising from the performance of the contract as soon as practicable, but no later than three (3) business days after their first knowledge of such claim or event.
- r. Special Risks or Circumstance: HACM reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstance.
- s. If applicable, a copy of the Proposer's license issued by the State of California licensing authority allowing the Proposer to provide the services detailed herein.
- t. All Proposers shall be eligible to conduct business in the State of California and the County of Monterey and shall provide evidence of such eligibility if requested by HACM.

**7.1 Right to Negotiate Final Fees.** HACM shall retain the right to negotiate the amount of fees that are paid to the successful Proposer(s), meaning the fees proposed by the Proposer may, at HACM's discretion, be the basis for the beginning of negotiations. Such negotiations shall begin after HACM has selected a Proposer(s).

**7.2 Contract Service Standards.** All work performed pursuant to this RFQ must conform and comply with all applicable local, state and federal codes, statutes, laws and regulations.

**7.3 Section 3 Business Preference Information Clause:** The Contractor acknowledges that in accordance with the U.S. Department of Housing and Urban Development (HUD) regulations under Section 3 of the Housing and Urban Development Act of 1968, the Housing Authority encourages the participation of Section 3 residents and Section 3 businesses in the procurement of services and contracts. Therefore, the Contractor agrees to make all reasonable efforts to solicit proposals and employ qualified Section 3 residents and businesses as part of this project. The Contractor shall provide the Housing Authority with documentation demonstrating compliance with Section 3 requirements, including outreach efforts



to Section 3 businesses and residents and shall include this commitment in all subcontracts. Failure to meet Section 3 goals may result in the Contractor being subject to penalties as prescribed by HUD regulations.

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

<b>Section</b>	<b>Attachment</b>	<b>Attachment Description</b>
1	A	Form of Proposal
2	B	Form HUD-5369-C (03/31/2020), Certifications and Representations of Offerors, Non-Construction Contract
3	C	Vendor Add Form
4	D	Form HUD-5370-C Sec I, General Conditions for Non Construction Contracts (with or without Maintenance)
5	E	Non-Collusive/Non-Identity of Interest Affidavit

# **ATTACHMENT A**

*Form of Proposal*

**FORM OF PROPOSAL**

(This Form must be fully completed and placed under Tab No. 1 of the "hard copy" tabbed bid 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:**

<b>X=ITEM INCLUDED</b>	<b>SUBMITTAL ITEMS</b>
	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 Qualifications and Experience
	Tab 6 Proposed Approach
	Tab 7 Cost Analysis and Budget for Primary Services
	Tab 8 Previous Projects and Awards
	Tab 9 References
_____	Tab 10 Other Information (Optional)

**SECTION 3 STATEMENT**

Are you claiming a Section 3 business preference? YES \_\_\_ or NO \_\_\_.

**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 HACM discovers that any information entered herein to be false, such shall entitle 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 , the undersigned proposer is thereby agreeing to abide by all terms and conditions pertaining to this RFP as issued by HACM. 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 HACM with the services described herein for the fee(s) entered, pertaining to this RFP.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Company

# **ATTACHMENT B**

***Form HUD-5369-C Certifications and Representations  
of Offerers Non-Construction***

# Certifications and Representations of Offerors

## Non-Construction Contract

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:

---

# **ATTACHMENT C**

**Vendor Add Form**



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 <i>Check all that apply</i>	<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"/> Other	<input type="checkbox"/> Government <input type="checkbox"/> Sole Proprietor	<input type="checkbox"/> LLC/LLP
Federal Tax ID	<input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		
<b>OR</b>			
Social Security Number	<input type="text"/> - <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

**1099 Information (required if 1099 Vendor)**

Income Code <i>Select One</i>	<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				



# **ATTACHMENT D**

***Form HUD-5370-C Section I, General Conditions for Non-Construction Contracts (With or Without Maintenance)***

***(11/30/2023)***

# General Conditions for Non-Construction Contracts

## Section I — (With or without Maintenance Work)

## U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (excl. 11/30/2023)

Public Reporting Burden for this collection of information is estimated to average one hour 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. HUD may not conduct or sponsor, and an applicant is not required to respond to a collection of information unless it displays a currently valid OMB control number.

**Applicability.** This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$250,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 905.100) **greater than \$2,000 but not more than \$250,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$250,000 — use Sections I and II.**

### Section I - Clauses for All Non-Construction Contracts greater than \$250,000

#### 1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

#### 2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
  - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

#### 3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

#### 4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- 
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
  - (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
    - (i) appeals under the clause titled Disputes;
    - (ii) litigation or settlement of claims arising from the performance of this contract; or,
    - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

#### 5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

#### 6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

#### 7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section 111, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

#### 8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

#### 9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

#### 10. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the HA a certificate and release, in a form acceptable to the HA, of all claims against the HA by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

#### 11. Organizational Conflicts of Interest

- (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 this contract and a contractor's organizational, financial, contractual or other interests are such that:
  - (i) Award of the contract may result in an unfair competitive advantage; or
  - ( ) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the 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 Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

#### 12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

### 13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

### 14. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

### 15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay 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 a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(v) The prohibition does not apply as follows:

- 
- (1) Agency and legislative liaison by Own Employees.
- (a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.
- (b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.
- (c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:
- (1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,
- (2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:
- (1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;
- (2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and
- (3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.
- (e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.
- (2) Professional and technical services.
- (a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-
- (i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.
- (i) Any reasonable payment to a person, other than an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.
- (b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.
- (c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.
- (d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.
- (iii) Selling activities by independent sales representatives.
- (c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:
- (i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and
- (ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.
- (d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.
- (e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.
- (f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.
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## 16. Equal Employment Opportunity

During the performance of this contract, the

Contractor/Seller agrees as follows:

(a) The [contractor/seller] will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. The

[contractor/seller] will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, disability, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The [contractor/seller] will, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, disability, or national origin.

(c) The [contractor/seller] will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the [contractor/seller]'s legal duty to furnish information.

(d) The [contractor/seller] will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the [contractor/seller]'s commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The [contractor/seller] will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The [contractor/seller] will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(g) In the event of the [contractor/seller]'s non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the [contractor/seller] may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(h) The [contractor/seller] will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each sub[contractor/seller] or vendor. The [contractor/seller] will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the [contractor/seller] becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the [contractor/seller] may request the United States to enter into such litigation to protect the interests of the United States.

## 17. Equal Opportunity for Workers with Disabilities

1. The [contractor/seller] will not discriminate against any employee or applicant for employment because of physical or mental disability in regard to any position for which the employee or applicant for employment is qualified. The [contractor/seller] agrees to take affirmative action to employ and advance in employment individuals with disabilities, and to treat qualified individuals without discrimination on the basis of their physical or mental disability in all employment practices, including the following:

- i. Recruitment, advertising, and job application procedures;
- ii. Hiring, upgrading, promotion, award of tenure, demotion, transfer, layoff, termination, right of return from layoff and rehiring;
- iii. Rates of pay or any other form of compensation and changes in compensation;
- iv. Job assignments, job classifications, organizational structures, position descriptions, lines of progression, and seniority lists;
- v. Leaves of absence, sick leave, or any other leave;
- vi. Fringe benefits available by virtue of employment, whether or not administered by the [contractor/seller];
- vii. Selection and financial support for training, including apprenticeship, professional meetings, conferences, and other related activities, and selection for leaves of absence to pursue training;
- viii. Activities sponsored by the [contractor/seller] including social or recreational programs; and
- ix. Any other term, condition, or privilege of employment.

2. The [contractor/seller] agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

3. In the event of the [contractor/seller] noncompliance with the requirements of this clause, actions for noncompliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the act.

4. The [contractor/seller] agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, Office of Federal Contract Compliance Programs, provided by or through the contracting officer. Such notices shall state the rights of applicants and employees as well as the [contractor/seller]'s obligation under the law to take affirmative action to employ and advance in employment qualified employees and applicants with disabilities.

The [contractor/seller] must ensure that applicants or employees with disabilities are provided the notice in a form that is accessible and understandable to the individual applicant or employee (e.g., providing Brail or large print versions of the notice, or posting a copy of the notice at a lower height for easy viewing by a person using a wheelchair). With respect to employees who do not work at a physical location of the [contractor/seller], a [contractor/seller] will satisfy its posting obligations by posting such notices in an electronic format, provided that the [contractor/seller] provides computers, or access to computers, that can access the electronic posting to such employees, or the [contractor/seller] has actual knowledge that such employees otherwise are able to access the electronically posted notices. Electronic notices for employees must be posted in a conspicuous location and format on the company's intranet or sent by electronic mail to employees. An electronic posting must be used by the [contractor/seller] to notify job applicants of their rights if the [contractor/seller] utilizes an electronic application process. Such electronic applicant notice must be conspicuously stored with, or as part of, the electronic application.

5. The [contractor/seller] will notify each labor organization or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the [contractor/seller] is bound by the terms of section 503 of the Rehabilitation Act of 1973, as amended, and is committed to take affirmative action to employ and advance in employment, and shall not discriminate against, individuals with physical or mental disabilities.

6. The [contractor/seller] will include the provisions of this clause in every subcontract or purchase order in excess of \$ 10,000, unless exempted by the rules, regulations, or orders of the Secretary issued pursuant to section 503 of the act, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director, Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for noncompliance.

7. The [contractor/seller] must, in all solicitations or advertisements for employees placed by or on behalf of the [contractor/seller], state that all qualified applicants will receive consideration for employment and will not be discriminated against on the basis of disability.

#### **18. Dissemination or Disclosure of Information**

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

#### **19. Contractor's Status**

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

#### **20. Other Contractors**

HA may undertake or award other contracts for additional work at or near the site(s) of the work under this contract. The contractor shall fully cooperate with the other contractors and with HA and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Contracting Officer. The contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or HA employee.

#### **21. Liens**

The Contractor is prohibited from placing a lien on HA's property. This prohibition shall apply to all subcontractors.

#### **22. Training and Employment Opportunities for Residents in the Project Area** (Section 3, HUD Act of 1968; 24 CFR 135)

- (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 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 75 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 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 prioritization requirements, and shall state the minimum percentages of labor hour requirements established in the Benchmark Notice (FR-6085-N-04)..
- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 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 a finding that the subcontractor is in violation of the regulations in 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 75.
- (e) Noncompliance with HUD's regulations in 24 CFR Part 75 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts
- (f) Contracts, subcontracts, grants, or subgrants subject to Section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 5307(b)) or subject to tribal preference requirements as authorized under 101(k) of the Native American Housing Assistance and Self-Determination Act (25 U.S.C. 4111(k)) must provide preferences in employment, training, and business opportunities to Indians and Indian organizations, and are therefore not subject to the requirements of 24 CFR Part 75.

#### **23. Procurement of Recovered Materials**

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered

materials practicable consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract



# **ATTACHMENT E**

***Affidavit (Notarized) Form***

# AFFIDAVIT

(Prime Bidder)

State of \_\_\_\_\_,

**ss.**

County of \_\_\_\_\_,

\_\_\_\_\_, being first duly sworn, deposes and says:

That he is \_\_\_\_\_  
(a partner or officer of the firm of, etc.)

the party making the foregoing proposal or bid, that such proposal or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid price of affiant or any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Housing Authority of the County of Monterey or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

\_\_\_\_\_  
Signature of:

Bidder, if the bidder is an individual  
Partner, if the bidder is a partnership  
Officer, if the bidder is a corporation

State of California

County of \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me \_\_\_\_\_ Notary Public,

on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_, proved to me

on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature: \_\_\_\_\_