



**COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION
1488 SCHILLING PLACE
SALINAS, CA 93901
(831) 755-4990**

**REQUEST FOR PROPOSALS
#10649**

**For
AFFORDABLE HOUSING DATA MANAGEMENT
SERVICES**

Proposals are due by 3:00 pm (PST) on FEBRUARY 23, 2018

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SOLICITATION DETAILS SECTION

1.0 INTENT

- 1.1 The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified firms to provide data management services for Monterey County's affordable housing inventory.
- 1.2 This solicitation is intended for a single, exclusive AGREEMENT.

2.0 BACKGROUND

- 2.1 Since 1980, the County of Monterey has used a local Inclusionary Housing Ordinance, state Redevelopment Low-Moderate Income Housing Trust Funds, and a variety of Federal and state financing programs to construct or rehabilitate affordable housing throughout the County. The County is obligated to track and monitor units constructed or rehabilitated using these funding sources to ensure continued affordability. The County's affordable housing inventory includes approximately 300 single family homes and approximately 400 rental units in more than 40 multi-family developments.
 - 2.1.1 The County of Monterey does not manage any Housing Choice Voucher/Section 8 units or have responsibility for income qualifying households under these programs.
- 2.2 The County is seeking a data management system that will allow it to track both multi-family rental units and owner-occupied single family homes throughout the entire project life cycle. The project life cycle begins with the original County approval of a subdivision or development and continues through the later of the expiration of any term of affordability imposed on the property, repayment of any loans made by the County or the County's security interest is released by the Board of Supervisors.

3.0 CALENDAR OF EVENTS

- | | | |
|-----|-------------------------------------|--|
| 3.1 | Issue RFP | Thursday, January 25, 2018 |
| 3.2 | Deadline for Written Questions | 3:00 p.m., PST, Tuesday, February 13, 2018 |
| 3.3 | Proposal Submittal Deadline | 3:00 p.m., PST, Friday, February 23, 2018 |
| 3.4 | Estimated Notification of Selection | March 2018 |
| 3.5 | Estimated AGREEMENT Date | April 2018 |

This schedule is subject to change as necessary.

- 3.6 **FUTURE ADDENDA:** CONTRACTORS, who received notification of this solicitation by means other than through a County of Monterey mailing, shall contact the person designated

in the COUNTY POINTS OF CONTACT herein to request to be added to the mailing list. Inclusion on the mailing list is the only way to ensure timely notification of any addenda and/or information that may be issued prior to the solicitation submittal date. **IT IS THE CONTRACTORS' SOLE RESPONSIBILITY TO ENSURE THAT THEY RECEIVE ANY AND ALL ADDENDA FOR THIS RFP** by informing the County of their mailing information.

4.0 COUNTY POINTS OF CONTACT

- 4.1 Questions and correspondence regarding this solicitation shall be directed to:

Primary Contact for the County

Jaime Ayala
Management Analyst II
1488 Schilling Place
Salinas, CA 93901
PHONE: (831) 783-7047
FAX: (831) 755-4969
Email: AyalaJ@co.monterey.ca.us

- 4.2 All questions regarding this solicitation shall be submitted in writing (E-mail or FAX is acceptable). The questions will be researched and the answers will be communicated to all known interested CONTRACTORS.
- 4.3 The deadline for submitting written questions regarding this solicitation is indicated in the **CALENDAR OF EVENTS herein**. Questions submitted after the deadline will not be answered.
- 4.4 Only answers to questions communicated by formal written addenda will be binding.
- 4.5 Prospective CONTRACTOR shall not contact County officers or employees with questions or suggestions regarding this solicitation except through the primary contact person listed above. **Any unauthorized contact may be considered undue pressure and cause for disqualification of the CONTRACTOR.**

5.0 SCOPE OF WORK

- 5.1 Contractor Minimum Work Performance Percentage: CONTRACTOR shall perform with his own organization contract work amounting to not less than 50 percent of the original total contract price, except that any designated 'Specialty Items' may be performed by subcontract and the amount of any such 'Specialty Items' so performed may be deducted from the original total AGREEMENT price before computing the amount of work required to be performed by CONTRACTOR with its organization.

The CONTRACTOR'S services shall include the following:

5.2 PROPERTY MANAGEMENT

- 5.2.1 Track property ownership from original developers through all subsequent owners
- 5.2.2 Store documents related to the County's interest in the property, e.g. Deeds of Trust, Loan Documents, Agreements, etc.
- 5.2.3 Track County financial interest in properties including, but not limited to, the original source of County funding, grant number/s, amounts, loan committee approvals, etc.
- 5.2.4 Store documents related to any financial support for the project including, but not limited to, required grant or loan reports and agreements

5.3 DOCUMENT PREPARATION

- 5.3.1 Populate all documents necessary to transfer single family units between owners, e.g. seller's name, buyer's name, unit address, legal description, etc.
 - 5.3.1.1 The County will provide all document templates and provided updated forms as necessary to ensure that all documents meet grant terms and comply with all applicable laws and regulations.
- 5.3.2 Loan Maturity Demand Letters

5.4 MONITORING MANAGEMENT

- 5.4.1 Create form letters and documents required for annual monitoring
- 5.4.2 Allow property owners to upload completed documentation for review and storage
- 5.4.3 Notify property owners who have not completed the required monitoring

5.57 NOTIFICATIONS

- 5.5.1 Automatically notify County staff 90-days before any changes in any terms, e.g. affordability term expiration, or loan maturity.

5.7 REPORTING

- 5.7.1 Run reports and queries from data submitted, (i.e. demographics, by developer, by planning area, etc.)
- 5.7.2 Run reports on current and historical monitoring compliance by property and owner
- 5.7.3 The County should, at any time and without assistance, be able to export all data stored in the selected system in to either a Microsoft Access or Excel formatted file.

6.0 CONTRACT TERM

- 6.1 The term of the AGREEMENT(s) will be for a period of five (5) years, with no renewal options.

- 6.2 The AGREEMENT shall contain a clause that provides that County reserves the right to cancel the AGREEMENT, or any extension of the AGREEMENT, without cause, with a thirty day (30) written notice, or immediately with cause.

7.0 PROPOSAL PACKAGE REQUIREMENTS

7.1 CONTENT AND LAYOUT:

- 7.1.1 CONTRACTOR should provide the information as requested and as applicable to the proposed goods and services. The proposal package shall be organized as per the table below; headings and section numbering utilized in the proposal package shall be the same as those identified in the table. Proposal packages shall include at a minimum, but not limited to, the following information in the format indicated:

<u>Proposal Package Layout</u> Organize and Number Sections as Follows:	
Section 1	COVER LETTER (INCLUDING CONTACT INFO)
	SIGNATURE PAGE
	RECEIPT OF SIGNED ADDENDA (IF ANY)
	TABLE OF CONTENTS
Section 2	PRE-QUALIFICATIONS
Section 3	PROJECT EXPERIENCE AND REFERENCES
Section 4	TECHNICAL ASPECTS OF PROPOSAL
Section 5	ENVIRONMENTALLY FRIENDLY PRACTICES
Section 6	PRICING (<i>ATTACHMENT A</i>)
Section 7	EXCEPTIONS
Section 8	APPENDIX
Section 9	BONDS

Section 1, Requirements:

Cover Letter: All proposals must be accompanied by a cover letter not exceeding two (2) pages and should provide firm information and contact information as follows:

Contact Info: The name, address, telephone number, and fax number of CONTRACTOR's primary contact person during the solicitation process through to potential contract award.

Firm Info: Description of the type of organization (e.g. corporation, partnership, including joint venture teams and subcontractors) and how many years it's been in existence.

Signed Signature Page and Signed Addenda (if any addenda were released for this solicitation). Proposal packages submitted without this page will be deemed non-responsive. All signatures must be manual and in BLUE ink. All prices and notations must be typed or written in BLUE ink. Errors may be crossed out and corrections printed in ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

Section 2, Pre-Qualifications:

Pre-Qualifications: CONTRACTOR must acknowledge in writing that it meets all of the pre-qualifications requirements as set forth herein.

Section 3, Project Experience & References:

Key Staff Persons: CONTRACTOR shall identify key staff and their qualifications and experience proposed for the service identified herein.

Experience & References: CONTRACTOR shall describe at least 3 similar projects for which it provided services similar to the scope of work described herein. Please include phone number and email address if possible as the County will conduct reference checks using this information.

Violations: CONTRACTOR shall submit copies of all notices of violations, corrective action notices, enforcement actions or orders, warning notices, writings, or other forms of permit violation/non-compliance documentation (such as OSHA) received by CONTRACTOR, or any business organization owned or operated by the CONTRACTOR which are its parent company and/or subsidiaries, from any public agency during 2005 up to and including the present day.

Section 4, Technical Aspects:

CONTRACTOR shall provide a written and signed statement in this section which confirms that their proposal is inclusive of all elements necessary for a turn-key project.

CONTRACTOR shall also include:

- Proposed Project Timeline to ensure compliance with meeting the County's needs as indicated in this solicitation.
- Proposed method that CONTRACTOR will use to host the data management system; e.g. in-house servers, cloud based, etc.
- Proposed methods for ensuring data security and user interface.

Section 5, Environmentally Friendly Practices:

CONTRACTOR shall summarize all environmentally friendly practices it adheres to in the course of doing business as relevant to County's Climate-Friendly Purchasing Policy (*Reference: www.co.monterey.ca.us/admin/policies.htm*).

CONTRACTOR shall indicate whether or not it is a 'Green Certified' Business and state which governing authority administered the certification.

Section 6, Pricing & Warranty:

CONTRACTOR shall complete and submit pricing as per *Attachment A- Cost Sheet* attached hereto.

Section 7, Exceptions:

Submit any and all exceptions to this solicitation on separate pages, and clearly identify the top of each page with “EXCEPTION TO MONTEREY COUNTY SOLICITATION #10649” (indicate the applicable solicitation number). Each Exception shall reference the page number and section number, as appropriate. CONTRACTOR should note that the submittal of an Exception does not obligate the County to revise the terms of the RFP or AGREEMENT.

Section 8, Appendix:

Appendices: CONTRACTOR may provide any additional information that it believes to be applicable to this proposal package and include such information in an Appendix section.

Section 9, Bonds:

The selected CONTRACTOR shall maintain and provide evidence that they have Fidelity Bond Insurance in an amount at least equal to Two Million Six Hundred Thousand Dollars (\$2,600,000) at the time the contract is executed.

7.2 **ADDITIONAL REQUIREMENTS:** To be considered “responsive,” submitted proposal packages shall adhere to the following:

- 7.2.1 Four (4) sets of the proposal package (one original proposal marked “Original” plus three copies) shall be submitted in response to this solicitation. Each copy shall include a cover indicating the company name submitting, and reference to “RFP #10649”. In addition, submit one (1) electronic version of the entire proposal or qualifications package on a CD, DVD, or USB memory stick. Additional copies may be requested by the COUNTY at its discretion.
- 7.2.2 Proposal packages shall be prepared on 8-1/2” x 11” paper, preferably duplex printed and stapled together without binder or plastic enclosure (environmentally friendly). Fold out charts, tables, spreadsheets, brochures, pamphlets, and other pertinent information or work product examples may be included as Appendices.
- 7.2.3 Reproductions of the Monterey County Seal shall not be used in any documents submitted in response to this solicitation.
- 7.2.4 CONTRACTOR shall not use white-out or a similar correction product to make late changes to their proposal package but may instead line out and initial in BLUE ink any item which no longer is applicable or accurate.
- 7.2.5 To validate your proposal package, **submit the SIGNATURE PAGE** (contained herein) **with your proposal**. Proposal packages submitted without that page will be deemed non-responsive. Proposal signature must be manual, in BLUE ink, and included with the original copy of the proposal. Photocopies of the Signature Page may be inserted into the remaining proposal copies. All prices and notations must be typed or written in BLUE ink

in the original proposal copy as well. Errors may be crossed out and corrections printed in BLUE ink or typed adjacent, and must be initialed in BLUE ink by the person signing the proposal.

- 7.3 **CONFIDENTIAL OR PROPRIETARY CONTENT:** Any page of the proposal package that is deemed by CONTRACTOR to be a trade secret by the CONTRACTOR shall be clearly marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION” at the top of the page.

8.0 SUBMITTAL INSTRUCTIONS & CONDITIONS

- 8.1 **Submittal Identification Requirements:** ALL SUBMITTALS MAILED OR DELIVERED CONTAINING PROPOSAL PACKAGES MUST BE SEALED AND BEAR ON THE OUTSIDE, PROMINENTLY DISPLAYED IN THE LOWER LEFT CORNER: **THE SOLICITATION NUMBER RFP #10649 and CONTRACTORS COMPANY NAME.**
- 8.2 **Mailing Address:** Proposal packages shall be mailed to County at the mailing address indicated on the **Signature Page** of this solicitation.
- 8.3 **Due Date:** Proposal packages must be received by County ON OR BEFORE the time and date specified, at the location and to the person specified on the **Signature Page** of this solicitation. It is the sole responsibility of the CONTRACTOR to ensure that the proposal package is received at or before the specified time. Postmarks and facsimiles are not acceptable. Proposals received after the deadline shall be rejected and returned unopened.
- 8.4 **Shipping Costs:** Unless stated otherwise, the F.O.B. for receivables shall be destination. Charges for transportation, containers, packaging and other related shipping costs shall be borne by the shipper.
- 8.5 **Acceptance:** Proposals are subject to acceptance at any time within 90 days after opening. Monterey County reserves the right to reject any and all proposal packages, or part of any proposal or qualifications package, to postpone the scheduled deadline date(s), to make an award in its own best interest, and to waive any informalities or technicalities that do not significantly affect or alter the substance of an otherwise responsible proposal package and that would not affect a CONTRACTOR’S ability to perform the work adequately as specified.
- 8.6 **Ownership:** All submittals in response to this solicitation become the property of the County of Monterey. If a CONTRACTOR does not wish to submit a proposal package but wishes to acknowledge the receipt of the request, the reply envelope shall be marked “No Bid”.
- 8.7 **Compliance:** Proposal packages that do not follow the format, content and submittal requirements as described herein, or fail to provide the required documentation, may receive lower evaluation scores or be deemed non-responsive.

- 8.8 CAL-OSHA: The items proposed shall conform to all applicable requirements of the California Occupational Safety and Health Administration Act of 1973 (CAL-OSHA).

9.0 SELECTION CRITERIA

- 9.1 The selection of CONTRACTOR and subsequent contract award(s) will be based on the criteria contained in this Solicitation, as demonstrated in the submitted proposal. CONTRACTOR should submit information sufficient for the County to easily evaluate proposals with respect to the selection criteria. The absence of required information may cause the Proposal to be deemed non-responsive and may be cause for rejection.
- 9.2 The selection criteria include, but are not limited to, demonstrated competence in the following:
- 9.2.1 Prior experience with similar projects;
 - 9.2.2 Description of capacity of software that shall be utilized to carry out services described herein;
 - 9.2.3 References from prior Agencies for services similar to the scope of work described herein; and
 - 9.2.4 Cost to carry out all services described herein.
- 9.3 A selected number of firms may be invited for an interview. CONTRACTORS invited for an interview will be evaluated based on the firm's presentation in terms of:
- 9.3.1 Firm's prior experience with similar projects;
 - 9.3.2 Staff's availability for the project;
 - 9.3.3 References from prior Agencies for services similar to the scope of work described herein.
- 9.4 The successful CONTRACTOR will be invited to enter into negotiations with the County. The successful CONTRACTOR will be required to enter into an agreement with the County, which will include, but is not limited to the Sample Agreement attached hereto. The terms and conditions of an agreement are subject to provisions governing grants awarded to the County of Monterey. For additional information on those provisions see:
- 9.5 AGREEMENT award(s) will not be based on cost alone.
- 9.6 The selection criteria include the following:
- 9.6.1 Ability of the CONTRACTOR to demonstrate direct experience providing the services identified above.
 - 9.6.2 Competitive pricing most favorable to the County of Monterey as per Attachment-A Pricing Schedule.
 - 9.6.3 Client References.
 - 9.6.4 Responsiveness to the specific service requirements listed in RFP #10648.
 - 9.6.5 Proven ability for timeliness

CRITERIA		
	Indicate Pass/Fail	
Qualification Package Content		
Cover Letter (Including Contract and Firm Info) Section 1		
Signed RFP Signature Page: Section 1		
Receipt of Signed Addenda: (if any) Section 1		
Table of Contents: Section 1		
Pre- Qualifications/Licensing Requirements: Section 2		
Project Experience and References: Section 3		
Technical Aspects: Section 4		
Environmentally Friendly Practice: Section 5		
Pricing & Warranty per Attachment A: Section 6		
Exceptions: Section 7		
Additional Requirements: Section7.2		
SPECIFIC RATING CRITERIA		
Rating Element	Points Possible	Points Earned
CONTRACTOR’S ability to meet the County’s requirement and housing data management capacities.	35	
CONTRACTOR’S Cost/Pricing sheet (Attachment A).	20	
CONTRACTOR’S Support, Technical Services, and Training capacities	15	
CONTRACTOR’S Experience, Proven track record (especially with other governmental entities) Qualifications, and References.	25	
Local Vendor (if applicable): Provides supporting documentation to show qualifications.	5	

10.0 PREFERENCE FOR LOCAL CONTRACTORS

- 10.1 This solicitation and the subsequent AGREEMENT awarded shall comply with County's Local Preference Policy (*recently revised by County's Board of Supervisors in 2012*) which is online at: www.co.monterey.ca.us/admin/policies.htm
- 10.2 This solicitation is being awarded based upon an evaluation of qualitative considerations as defined in the Selection Criteria Section. Per County's Local Preference Policy, firms are eligible for a five percent (5%) preference provided the firm qualifies as a "local vendor" as defined in the policy. In order for this local preference to be applied, CONTRACTOR is required to complete and submit ATTACHMENT A LOCAL BUSINESS DECLARATION FORM which is attached hereto with its qualifications package. For purposes of this Article 10 relating to local preference and local business, the term "bidder" or "bidders" shall mean "person submitting a Qualification Package." Only the CONTRACTOR requesting the preference must clearly indicate that it will be performing a minimum of fifty percent of the work. Only one form shall be submitted with each qualifications package.

11.0 CONTRACT AWARDS

- 11.1 No Guaranteed Value: County does not guarantee a minimum or maximum dollar value for any AGREEMENT or AGREEMENTS resulting from this solicitation.
- 11.2 Board of Supervisors: The award(s) made from this solicitation may be subject to approval by the County Board of Supervisors.
- 11.3 Interview: County reserves the right to interview selected CONTRACTOR before a contract is awarded. The costs of attending any interview are the CONTRACTOR'S responsibility.
- 11.4 Incurred Costs: County is not liable for any cost incurred by CONTRACTOR in response to this solicitation.
- 11.5 Notification: All CONTRACTORS who have submitted a Proposal Package will be notified of the final decision as soon as it has been determined.
- 11.6 In County's Best Interest: The award(s) resulting from this solicitation will be made to the CONTRACTOR that submit(s) a response that, in the sole opinion of County, best serves the overall interest of County.

12.0 SEQUENTIAL CONTRACT NEGOTIATION

- 12.1 County will pursue contract negotiations with the CONTRACTOR who submit(s) the best proposal or is deemed the most qualified in the sole opinion of County, and which is in accordance with the criteria as described within this solicitation. If the contract negotiations

are unsuccessful, in the opinion of either County or CONTRACTOR, County may pursue contract negotiations with the entity that submitted a Proposal which County deems to be the next best qualified to provide the services, or County may issue a new solicitation or take any other action which it deems to be in its best interest.

13.0 AGREEMENT TO TERMS AND CONDITIONS

- 13.1 CONTRACTOR selected through the solicitation process will be expected to execute a formal AGREEMENT with County for the provision of the requested service. The AGREEMENT shall be written by County in a standard format approved by County Counsel, similar to the “**SAMPLE AGREEMENT SECTION**” herein. Submission of a signed bid/proposal and the **SIGNATURE PAGE** will be interpreted to mean CONTRACTOR HAS AGREED TO ALL THE TERMS AND CONDITIONS set forth in the pages of this solicitation and the standard provisions included in the **SAMPLE AGREEMENT** Section herein. County may but is not required to consider including language from the CONTRACTOR’S proposed AGREEMENT, and any such submission shall be included in the EXCEPTIONS section of CONTRACTOR’S proposal.

14.0 COLLUSION

- 14.1 CONTRACTOR shall not conspire, attempt to conspire, or commit any other act of collusion with any other interested party for the purpose of secretly, or otherwise, establishing an understanding regarding rates or conditions to the solicitation that would bring about any unfair conditions.

15.0 RIGHTS TO PERTINENT MATERIALS

- 15.1 All responses, inquiries, and correspondence related to this solicitation and all reports, charts, displays, schedules, exhibits, and other documentation produced by the CONTRACTOR that are submitted as part of the submittal will become the property of the County when received by the County and may be considered public information under applicable law. Any proprietary information in the submittal must be identified as such and marked “CONFIDENTIAL INFORMATION” or “PROPRIETARY INFORMATION”. The County will not disclose proprietary information to the public, unless required by law; however, the County cannot guarantee that such information will be held confidential.

SAMPLE AGREEMENT SECTION

SAMPLE AGREEMENT SECTION

The following SAMPLE agreements to be utilized under this RFP are listed below:

- 18.1 The COUNTY OF MONTEREY AGREEMENT \$100,000 and Over, all terms and conditions may be viewed at:**

[http://www.co.monterey.ca.us/cao/pdfs/AGMTmore\\$100k.pdf](http://www.co.monterey.ca.us/cao/pdfs/AGMTmore$100k.pdf)

--END OF SAMPLE AGREEMENT SECTION--

ATTACHMENTS AND APPENDICES

ATTACHMENT A: COST SHEET

<i>Description of Service</i>	<i>Estimated Rate \$</i>	<i>Per [Hourly/Month/Quarterly/ Annual/Flat Rate/Other]</i>
Maintenance Fee		
Ad Hoc Reporting		
Initial Set Up		
Billing Cycle		
<u>Deliverable</u>	<u>Total Cost</u>	
Public Participation Plan		
Admin Draft		
Final Report		
Meetings		
<u>Progress Payment Amounts</u>	<u>% of Deliverable Total/Actual Costs/Other</u>	
Affordable Housing Nexus Study		
Fee Schedule Options		
Other Progress Payments	Hourly/Actual	
Fee Basis		
Staff Costs		
Data Costs		
Travel Costs	NTE IRS per Monterey County Travel Policy	
Other Costs		

--End of Attachment A--

SIGNATURE PAGE

COUNTY OF MONTEREY
CONTRACTS/PURCHASING DIVISION

RFP #10649
ISSUE DATE: **Thursday January 25, 2018**



RFP TITLE: **Affordable Housing Data Management Services**

PROPOSALS ARE DUE IN THE OFFICE OF THE CONTRACTS/PURCHASING
OFFICER BY
3:00 P.M., LOCAL TIME, ON Friday February 23rd, 2018

MAILING ADDRESS:
COUNTY OF MONTEREY
CONTRACTS/PURCHASING OFFICE
1488 SCHILLING PLACE
SALINAS, CA 93901

QUESTIONS ABOUT THIS RFP SHALL BE DIRECTED TO
Jaime Ayala, EMAIL AyalaJ@CO.MONTEREY.CA.US, (831) 783-7047

CONTRACTOR MUST INCLUDE THE FOLLOWING IN EACH PROPOSAL (1 original plus 3 copies):

☐ ALL REQUIRED CONTENT AS DEFINED PER SECTION 7.1 HEREIN

This Signature Page must be included with your submittal in order to validate your proposal.
Proposals submitted without this page will be deemed non-responsive.

☐ **CHECK HERE IF YOU HAVE ANY EXCEPTIONS TO THIS SOLICITATION.**

CONTRACTOR MUST COMPLETE THE FOLLOWING TO VALIDATE PROPOSAL

I hereby agree to furnish the articles and/or services stipulated in my proposal at the price quoted, subject to the instructions and conditions in the Request for Proposal package. I further attest that I am an official officer representing my firm and authorized with signatory authority to present this proposal package.

Company Name: _____ Date _____

Signature: _____ Printed Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Phone: () _____ Fax: () _____ Email: _____

License No. (If applicable): _____

License Classification (If applicable): _____