



The Housing Authority of the County of Marin (“MHA”)
4020 Civic Center Drive
San Rafael, CA 94903

Addendum #1

Released November 18, 2016

Addendum #1 to RFP MHA-011-2016 – Janitorial Services (this “Addendum”).

This Addendum is incorporated by this reference into RFP MHA-011-2016.

DELETE: Section 7, MHA RESERVATION OF RIGHTS:

7.5 MHA reserves the right to terminate a contract awarded pursuant to this RFP, at any time for its convenience written notice to the successful bidder(s).

The following questions were submitted and are answered in this Addendum:

Question #1: Price escalation: The RFP states that prices shall be firm for the first 2 years. If MHA extends the contract, contractor will notify 60 days in advance that the increases do not exceed the CPI for All Urban Consumers – San Francisco Bay area for the previous 12 month period and no more than once in 12 months. Our Question is that the CPI does not apply to actual costs and is a guideline, is it possible to negotiate this and add additional price escalation language?

Answer #1: MHA is open to revising such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.

Question #2: Price escalation: Can Additional language be added to address any State, Federal, or other legislated mandated wage/benefit increases?

Answer #2: MHA is open to adding such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.

Question #3: Indemnification: The language is very unfavorable. Is it possible to add language to limit liability to each party’s *own* negligence?

Answer #3: MHA is open to revising such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.



Question #4: Insurance: It requires a company to declare our deductibles and SIRs and allow MHA to reduce or eliminate them or provide financial guarantee of payment of losses, related investigations, claim administration, and defense expenses. May we include our suggested language regarding our federal securities filings to provide assurance of our company’s ability to pay deductibles and SIRs?

Answer #4: MHA is open to revising such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.

Question #5: Insurance: There is a concern regarding the requirement that we provide notice of material change in our policies and by certified mail. We cannot provide an “endorsement” stating we will provide notice of cancellation of coverage and cannot send by certified mail. Is this negotiable?

Answer #5: MHA is open to revising such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.

Question #6: Insurance: We are unable to provide certified copies of the Insurance policies. Is this waivable?

Answer #6: Yes.

Question #7: Termination: MHA can terminate at any time for it’s convenience written notice to the successful bidder. How many days’ notice? It seems to be missing a word or two describing

Answer #7: See the deletion of the reference language from the RFP, above.

Question #8: We do not note any termination language other than the form HUD-5369-C attached to the RFP. May we add language to allow ABM to terminate for convenience with written notice to the customer?

Answer #8: MHA is open to adding such language and will entertain the language proposed, if any, by the successful bidder during the contract negotiation phase.