



Yolo County Housing

Request for Proposals for:

- A) Eviction-Related Services**
and/or
- B) Hearing Officers**

Proposals Due

**All proposals must be received no later than
3:00pm, Thursday, June 2, 2016**

Yolo County Housing
147 West Main Street, Woodland, CA 95695

www.ych.ca.gov

530-662-5428

I. Introduction

A. General Information

Yolo County Housing (YCH) is seeking proposals from experienced, qualified attorneys, firms, and programs to provide eviction services and/or hearing officer services to the agency. YCH provides year-round rental assistance through low cost housing that it owns and manages, as well as through housing that it owns in partnership. It also provides assistance through its Housing Choice Voucher (formerly known as Section 8) program, Project-Based Voucher program and Homeownership program. Other units covered by this agreement will include units owned and/or managed by its non-profit subsidiary, New Hope Community Development Corporation (NHCDC). YCH also provides decent and safe temporary housing to migrant farmworker families during the County's agricultural season operating two centers in Yolo County and one in Solano County through the Dixon Housing Authority. This wide range of activities sometimes necessitates legal services on an equally wide range of subjects and in federal, state and local jurisdictions.

Interested proposers may submit proposals for both eviction and hearing officer services or just for one or the other. Yolo County Housing reserves the right to issue a single contract, multiple contract or to issue no contracts as a result of this RFP.

B. Background

Yolo County Housing was created in 1950 and its primary programs are federally-funded through the United States Department of Housing and Urban Development (HUD) and through the State of California Housing and Community Development Department. Yolo County Housing and its allied organizations provide assistance to approximately 8,000 extremely low to moderate income persons through their various programs and agencies. Total assisted units from all programs is over 2,760. (*Attachment A - YCH Properties List*)

C. Term of Agreement

The anticipated term of the Agreement is to be three (3) years from the executed date of the Agreement with a provision to extend up to an additional two (2) years.

D. Instructions to Proposers

1. Submission of Proposals are due by 3:00pm, Thursday, June 2, 2016:
All proposals shall be submitted to:
Yolo County Housing

Attn: General Director
147 W. Main Street
Woodland, CA 95695
Or via email at jholt@ych.ca.gov

2. Clarifications to RFP

Clarifications or substantive changes to the RFP specifications, if any, prior to the proposal submission due date will be disseminated to all interested parties via YCH website at www.ych.ca.gov.

3. Examination of Proposal Documents

The Submission of a proposal shall be deemed a representation and certification by the Proposer that they:

- a) Have carefully read and fully understand the information that was provided by YCH to serve as the basis for submission of this proposal.
- b) Have capability to successfully undertake and complete the responsibilities and obligations of the proposal being submitted.
- c) Represent that all information contained in the proposal is true and correct.
- d) Did not, in any way, collude; conspire to agree, directly or indirectly, with any person, firm, corporation or other Proposer in regard to the amount, terms or condition of this proposal.
- e) Acknowledge that YCH has the right to make any inquiry it deems appropriate to substantiate or supplement information supplied by Proposer, and provide any and all related documentation in a timely manner.

No request for modification of the proposal shall be considered after its submission on grounds that Proposer was not fully informed to any fact or condition. YCH shall not be responsible for, nor be bound by, any oral instructions, interpretations or explanations issued by YCH or its representatives.

YCH reserves the right to accept or reject any and all proposals, to waive any irregularities in any proposal process, and to make an award, or multiple awards, of contract in any manner in which YCH, acting in the sole and exclusive exercise of its discretion, deems to be in YCH's best interest. The award of the contract will not necessarily be made to the firm offering the lowest price.

At the option of YCH, finalists may be selected for a final round of negotiations; however, vendors are encouraged to present their best offers with their initial submission.

4. Questions regarding Proposal

All questions regarding this RFP should be directed to Tom Dogias, Real Estate Services Supervisor, 530-669-2220, tdogias@ych.ca.gov or Janis Holt, General Director, 530-669-2211 or jholt@ych.ca.gov .

E. Attachments

The attachments below are included with this Request for Proposals (RFP) for your review and/or submittal:

1. Yolo County Housing Properties List (Exhibit A)
2. Sample Yolo County Housing Agreement for Professional Services, Compliance with Federal Requirements and YCH Insurance Requirements (Exhibit B)
3. Form 5369-C: Certifications and Representations of Offerors (Exhibit C)

F. Deadline for submittal is 3:00pm, Thursday, June 2, 2016.

1. One original copy mailed to the agency is required.
2. Up to three additional copies of the proposal may be mailed or electronic submission is acceptable.

II. Scope of Services

A. Eviction-Related Services

Proposals from qualified firms to provide Eviction Services to Yolo County Housing for owned and/or managed units throughout its' portfolio. Provide pricing for the following services as well as hourly fees and any other associated costs for these services.

Services shall include attorney fees for uncontested unlawful detainer and for contested unlawful detainer.

- Work may consist of assisting and advising YCH on property management (e.g. lease enforcement) issues, including but not limited to, rent collection; lease terminations and evictions; interacting with and counseling tenants, representing YCH in grievance hearings, mediation sessions and in court proceedings; following through with vacating units and disposing of personal property; collections resulting from terminations and/or evictions; fraud recovery; and other closely related functions as determined by YCH and Consultant (such as lease review).

Eviction Issues

1. Non-Payment of Rent Cases

- a. Review of "Notice to Quit" for legal validity.
- b. Client consultation regarding particular matter presented.
- c. Prepare unlawful detainer pleadings.
- d. File and (or review) serve summons and complaints, if requested.
- e. Perform all required actions from initiation of the unlawful detainer action to final disposition including responding to motions and demurrers, responding to and promulgating discovery; performing any necessary research and drafting of court documents, and appearing in court on behalf of YCH.
- f. Perform related tasks as assigned by YCH in a timely and thorough manner, providing effective communication with YCH as to the status and outcome of the issues.

2. For Cause Cases

- a. Prepare (or review) and serve, if requested, notices for "For Cause" lease violations.
- b. Prepare unlawful detainer pleadings.
- c. File and serve the summons and complaint.
- d. Perform all required actions from initiation of the unlawful detainer action to final disposition including responding to motions and demurrers, responding to and promulgating discovery, performing any research and drafting of court documents, and appearing in court on behalf of YCH.
- e. Provide weekly status reports to YCH on pending cases.
- f. Perform related tasks as assigned by YCH.
- g. Perform all required actions for complex unlawful detainer cases and related actions, such as writs and appeals.

3. Miscellaneous Related Services

- a. Timely telephone status reports on progress of evictions.
- b. Pickup and delivery of related paperwork for multiple evictions.
- c. Attend grievance and pre-eviction meetings as requested.
- d. Periodic review of YCH property management forms, admission policies, management policies, etc. as requested.
- e. Staff training services (optional).
- f. Attendance at YCH Commission meetings, as needed, to report on specific cases.

B. Hearing Officers

Proposals from qualified firms or individuals to serve as Hearing Officer for the Conventional Public Housing and Housing Choice Voucher (Section 8) program

conducting administrative hearings regarding evictions, program terminations, and reasonable accommodation appeals.

Under Federal Law a resident or program participant may request a hearing to appeal a decision. The Hearing Officer conducts these informal, but tape recorded hearings. Based upon written evidence, live witness testimony, and other evidence presented, the Hearing Officer prepares a written decision summarizing each party's position, the facts and evidence presented, citation of the applicable regulations, lease or program provisions, and the findings that support the decision.

The Hearing Officer's decisions in a particular case are not precedential for subsequent cases of a similar matter. The Hearing Officer is impartial, but may be asked to present information in a staff training session to explain the hearing process, procedures, and proper case preparation. Additionally, the Hearing Officer may be invited to attend training about particular regulation that is at issue.

The Agency desires to establish compensation based on a per hearing price rather than a per hour rate, however, a "not to exceed" number of hours for the per hearing price may be considered.

1. Conventional Public Housing

In the Conventional Public Housing program, the YCH is the owner/landlord for the property. Issues regarding right to tenancy and evictions are considered at the hearing. The written decision should be issued no later than five working days after the hearing. The Hearing Officer's decision is final, unless the conventional housing tenant is subject to a subsequent unlawful detainer action by the agency.

2. Housing Choice Voucher (HCV) Program

Since HCV participants are not our residents, hearings are held to provide for administrative due process regarding agency decisions on program termination, housing assistance calculations, re-certifications or reasonable accommodation requests. The Public Housing Authority (PHA) is not bound by the hearing decision; which concern matters in which the PHA is not required to provide an opportunity for a hearing; which conflicts with or contradicts HUD regulations or requirements; which conflict with or contradict Federal, State or local laws; or which exceed the authority of the person conducting the hearing.

The Hearing Decision must:

- Be mailed to YCH and the family within 14 days of the hearing.
- Include the specific reason for the action that is in dispute.
- Cite references to the specific federal regulation and/or policy that gives YCH the ability to take this action.
- Cite reference to the specific federal regulation, lease violation and/or policy that the family violated, or that is the basis for the PHA's action.
- Include the date and the time of the hearing.
- Include who was in attendance at the hearing.
- Include a synopsis of any testimony given, or new evidence provided, that was not included in the brief.
- Include a discussion of the decision; After hearing the testimony and reviewing the fact, **why** did the Hearing Officer decide to uphold or to overturn the PHA's action?
- Show that mitigating circumstances were considered.
- State actions available to the family if they disagree with the decision rendered.
- State that the Hearing Officer is not a party to the PHA's action, but is an objective third party conducting the hearing to consider both sides of the discussion and render an objective decision.
- Provide a final document containing the following sections:
 - a summary of the issue at question,
 - a summary of each party's position,
 - a summary of the facts,
 - specific reference to governing policy and/or regulation,
 - the decision and
 - rationale for decision.

III. Proposal Format:

These instructions outline the guidelines governing the format and content of the proposal and the approach to be used in its development and presentation. The intent of the RFP is to encourage responses that clearly communicate the Proposer's understanding of YCH's requirements and its approach to successfully provide the products and/or services on time and within budget. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

Submittals are to be stapled or bound, single-sided standard sized (8.5" x 11") pages. Number each page. Brevity is encouraged; however, be sure to fully address each item listed below as part of your RFP submittal. To facilitate review by the Selection Committee, please submit information in accordance with the following format:

A) Eviction Services - Proposal Content

1. A cover letter introducing your firm, its location, and history; executed by an authorized signatory firm.
2. Provide the name of the lead counsel(s) for the Agency's assignments and resume.
3. Provide the firm name, address, and telephone and fax numbers, and specify the form of the legal entity.
4. Provide client reference information, with particular references to other public agency clients and types of cases handled or services provided.
5. Specify the legal service specialty area(s) of the firm.
6. Submit a current rate sheet and firm brochure of services; specify if there is a lower rate for public agencies, and a description of how case assignments are handled within the firm in terms of lead attorney, associates, partners and paralegal involvement to insure quality and cost-effective service.
7. For unlawful detainer services, indicate whether the firm imposes a per case fee, in lieu of an hourly rate, for pre-trial work and additional cost if the case is tried in court. In addition, indicate whether there is a discount based on the number of cases assigned within a given time period.
8. Indicate any anticipated increases in fees for subsequent years to the Agreement.
9. Indicate whether the firm offers staff training services and the fee for such services.
10. Complete and return as part of your proposal **Exhibit C - HUD Form 5369-C-Certifications and Representations of Offerors**. Required to be considered for award of contract.
11. Compliance and Potential Conflicts

Audit and investigation. Has your firm been audited or investigated by any regulatory agency within the past five (5) years? If yes, discuss the outcome of the audit or investigation and any changes that were made as a result.

Litigation or Proceedings. Please list all lawsuits or litigation and the result of the that action resulting from (a) any public project undertaken by the Proposer or by its subcontractors where litigation is still pending or has occurred within the last five (5) years or (b) any type of project where claims or settlements were paid by the Contractor or its insurers with the past five (5) years.

Conflict of Interests. Describe in detail any potential conflicts of interest your firm may have in regards to this engagement.

Exceptions. The Proposer is expected to agree with the form of the contract and its terms and conditions. However, if the Proposer has any specific exceptions, such exceptions should be set forth in a separate document included with its response to this RFP. YCH is under no obligation to entertain or accept any

such specific exceptions. Failure to raise issues at the time of Proposal submission shall preclude the raising of such issues at a later time. Only that information which is essential to an understanding and evaluation of the proposal should be submitted.

B. Hearing Officers - Proposal Content

1. For those interested in serving as a Hearing Officer, only a resume and proposed price per hearing is the required submittal. In your response, please outline your experience in addressing reasonable accommodations for persons with disabilities, administrative law or housing authority law, rules and regulations. If similar services are provided to other clients, please list such clients and address whether there could be any potential conflicts in terms of hearing schedules or conflicts of interest.
2. Complete and return as part of your proposal **Exhibit C - HUD Form 5369-C-Certifications and Representations of Offerors**. Required to be considered for award of contract.

IV. Review and Selection Process

Proposals will be evaluated to determine the extent to which the firm's proposal meets the needs of Yolo County Housing. The following point values will be used for evaluation purposes:

<u>Criteria</u>	Points
Quality and completeness of proposal	10
Experience (comparable, demonstrated experience)	25
Staff (experience, qualifications, knowledge)	25
Competitive Rates/Fees	25
Prior record of performance with other governmental agencies (PHA'S)	15
Total Possible Points	100

A Review Panel will be appointed by the General Director. The Panel will conduct a qualifications-based ranking process. At the option of YCH, finalist may be selected for a final round of negotiations; however, proposers are encouraged to present their best offers with their initial submission.

V. Schedule of RFP Process for Eviction Services and/or Hearing Officer:

Issue RFP	May 3, 2016
Submittal Deadline:	June 2, 2016, 3:00pm
Panel Review of Submissions:	Tentatively, June 7, 2016, 1:00pm
Interviews	Tentatively the Week of June 13, 2016
Notify Proposers	June 20, 2016
Initiative Three Year Agreement	July 1, 2016

RFP SIGNATURE

This Request for Proposals is hereby issued this 3rd day of May, 2016, by Yolo County Housing:

Lisa A. Baker, CEO



Yolo County Housing (YCH) Properties List

Federally Funded Conventional Housing		
Yolano Village	Woodland	60
Donnelly Circle	Woodland	72
El Rio Villa I	Winters	30
El Rio Villa II	Winters	26
El Rio Villa III	Winters	50
El Rio Villa IV	Winters	18
Las Casitas	W. Sacramento	76
Riverbend Senior Manor I	W. Sacramento	39
Riverbend Senior Manor II	W. Sacramento	24
Yolito	Yolo	10
Ridgecut Homes	Knights Landing	10
Vista Montecito	Esparto	16
Seasonal Farm Worker Housing		
Madison Migrant Center	Madison	88
Davis Migrant Center	Dixon	62
Dixon Migrant Center (Dixon Housing Authority)	Dixon	86
Permanent Farm Worker Housing		
Davis Solar Homes	Davis	7
New Hope Community Development Corporation (NHCDC)		
Cottonwood Meadows (Senior/Disabled Housing)	Woodland	47
NHCDC Partnership Projects		
Cesar Chavez Plaza (Affordable Housing)	Davis	52
Rochdale Grange (Affordable Housing)	Davis	48
Crosswood (HUD Multi Family Housing)	Woodland	48
YCH Partnership Project		
Eleanor Roosevelt Circle (Middle Income Senior Community)	Davis	60
Non-Federal Affordable and Specialized Housing (Shared Living Spaces)		
Helen M. Thomson Home A	Woodland	4
Helen M. Thomson Home B	W. Sacramento	4
Affordable Housing Cooperative Complex (Management Agent)		
Pacifico	Davis	96
Subtotal units		1,033
Housing Assistance Payments		
Tenant and Project Based Vouchers (total ACC; actual number varies depending on funding)	Throughout Yolo	1,727
TOTAL HOUSEHOLDS		2,760

(SAMPLE)

YOLO COUNTY HOUSING

AGREEMENT NO. _____

(Agreement for _____ for Fiscal Year 2016-2018)

THIS AGREEMENT is made this _____ day of _____, 2016, by and between the Housing Authority of the County of Yolo, a public body corporate and politic ("YCH"), and _____, ("Contractor"), who agree as follows:

RECITALS

WHEREAS, YCH is authorized under Federal and State law to make contracts as necessary for the exercise of its powers; and

WHEREAS, YCH desires to obtain professional legal services for eviction issues and other related services; and

WHEREAS, Contractor submitted a proposal to provide legal services to YCH; and

WHEREAS, Contractor has represented and warrants to YCH that it has the necessary credentials, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to YCH as herein specified; and that it will be able to perform the herein described services at minimum cost to YCH by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor understands that YCH is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, it is agreed by and between YCH and Contractor as follows:

Article 1. Contract Documents.

The complete Contract between the parties shall consist of the following component parts, to wit:

1. This Agreement; and
2. Exhibit A - Scope of Services; and
3. Exhibit B - Compliance with Federal Requirements; and
4. Exhibit C - Compliance with Confidentiality Requirements; and
5. Exhibit D - Insurance Requirements.

Article 2. Scope of Services.

- 2.1 During the term of this Agreement, Contractor shall provide to YCH legal services in accordance with Exhibit A and in a manner satisfactory to YCH's Chief Executive Officer or his/her designee ("Project Manager").
- 2.2 Contractor shall furnish all tools, equipment, apparatus, labor, workmanship, and transportation necessary to perform and complete the services required under this Agreement.
- 2.3 Contractor shall perform all work in a neat and professional manner using the best recognized practices of the particular trade involved and shall be accomplished by persons skilled and trained to properly complete the services required. YCH reserves the right to request changes in the Contractor's representation, if at YCH's sole discretion, the assigned personnel are not satisfying the needs of the YCH. The services shall proceed vigorously to completion once it is started.

Article 3. Term of Agreement.

The term of this Agreement shall be for a period of _____, commencing on _____ and ending on _____, unless sooner terminated as hereinafter provided.

Article 4. Compensation.

Subject to Contractor's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon Contractor's submission of appropriate invoices, YCH shall pay Contractor _____ in an amount not to exceed _____ during the term of this Agreement.

Article 5. Payment For Services.

- 5.1 Contractor shall invoice YCH _____. Within thirty (30) days _____, Contractor shall submit an invoice to YCH for services rendered under the Agreement to the following address:

Yolo County Housing
Attention: Chief Executive Officer
147 W. Main Street
Woodland, CA 95695

The amount due to Contractor shall be _____.

- 5.2 Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Project Manager shall either authorize payment or advise Contractor in writing of any concerns that the Project Manager has with the invoice and any need for further documentation.

- 5.3 Within thirty (30) calendar days of the Project Manager's authorization for payment of an invoice, YCH's Finance Director shall either issue the payment or advise Contractor in writing of any concerns that the Finance Director has with the request and any need for further documentation.
- 5.4 YCH reserves the right to withhold payments in the event of Contractor's performance being materially non-compliant with this Agreement.
- 5.5 Contractor's final invoice shall be clearly marked "FINAL."

Article 6. Compliance With Federal Requirements.

During the term of this Agreement, Contractor shall comply with all Federal requirements described in Exhibit B.

Article 7. Contractor's Responsibility.

- 7.1 Contractor shall be responsible for the services performed under the terms of this Agreement to the extent provided by law. Contractor agrees not to disclose information identified by YCH as proprietary to third parties, unless approved in advance by YCH or required by law.
- 7.2 YCH shall not be held liable or responsible for the maintenance and/or safety of the Contractor's equipment or supplies placed upon YCH's property. Contractor acknowledges that it assumes full responsibility for any loss or damage to its equipment and supplies while on YCH's property.
- 7.3 Any materials, equipment, or work found to be damaged or defective shall be repaired, replaced, or corrected by the Contractor without additional cost to YCH.
- 7.4 Confidentiality. Contractor shall comply with all confidentiality requirements described in Exhibit C. Additionally, Contractor agrees to abide by the following:
 - 7.4.1. Contractor shall not permit on YCH premises any person who is not an employee or principal with the company, and currently on duty.
 - 7.4.2 All paperwork, documents, magnetic, and other media at YCH offices are considered to be the property of YCH, confidential and privileged.
 - 7.4.3 Contractor and its employees are not authorized to read any YCH paperwork or to make use of any equipment, including phones and computers, on or in any desks or offices, without prior consent from the Project Manager.
 - 7.4.4 A violation of this Article 7.4, relating to confidentiality, by Contractor is a material breach of the Agreement and may result in termination of the Agreement at the sole discretion of YCH.

Article 8. Insurance And Workers' Compensation.

- 8.1 Contractor shall comply with all insurance and workers' compensation requirements described in Exhibit D.
- 8.2 Within five (5) business days after the Notice to Proceed is issued, Contractor shall provide to YCH a Certificate of Liability Insurance with Endorsement naming the Housing Authority of the County of Yolo and its employees, agents, and officers as additionally named insured, and providing that the insurance may not be canceled without providing YCH a minimum of thirty (30) days prior written notice of such cancellation. The required insurance shall be maintained in full force and effect for the duration of this Agreement and must be in an amount and format satisfactory to YCH.
- 8.3 Within five (5) business days after the Notice to Proceed is issued, Contractor shall have on file with YCH either a certificate of workers' compensation insurance coverage or a letter certifying that the contractor has no covered employees.

Article 9. Indemnity.

- 9.1 Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement. In addition, Contractor shall indemnify, defend and hold harmless YCH, its officers, agents, employees and volunteers, from any and all claims, demands, costs (including attorney fees), expenses, judgments, liability, loss, injury, or damages arising out of or in connection with the performance of this Agreement by Contractor and/or its employees, officers, agents or subcontractors, excepting only loss, injury, or damage caused by the negligence or willful misconduct of personnel employed by YCH. Contractor shall at its own expense defend any and all such actions, and shall at its own expense pay all costs (including attorney fees), and other expenses arising therefrom or incurred in connection therewith. If any judgment shall be rendered against YCH in any such action, Contractor shall at its own expense satisfy and discharge the same.
- 9.2 As a condition to any indemnity under this Article 9, YCH shall notify Contractor promptly of any claim for which it is responsible hereunder. In providing any defense under this Article 9, Contractor shall use counsel reasonably acceptable to YCH.
- 9.3 The provisions of this Article 9 shall survive the termination or expiration of this Agreement.

Article 10. Waiver.

A waiver of any of the conditions or provisions of the Agreement between the parties hereto shall not be considered or deemed to be a waiver of any other condition or provision of said Agreement or a waiver of the same condition at a future time.

Article 11. Assignment.

Contractor shall not assign, transfer, convey, subcontract or otherwise dispose of this Agreement or his/her/its right, title, or interest in or to the same or any part hereof without prior written consent from YCH.

Article 12. Public Records Act.

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

Article 13. Termination Of Agreement.

- 13.1 Termination by Mutual Consent. This Agreement may be terminated by the mutual consent of both parties, upon such terms and conditions as may be mutually agreed.
- 13.2 Termination for Convenience. YCH may terminate this Agreement for convenience by giving Contractor thirty (30) calendar days' advance written notice. Notice of termination shall be by certified mail with return receipt requested. Upon receipt of the notice of termination, Contractor shall cease work, wrap up, and conclude work without undertaking any new orders, tasks or services. Contractor shall promptly submit its termination claim to YCH to be paid to Contractor.
- 13.3 Termination by Contractor's Breach or Default.
 - 13.3.1 In the event that the Contractor fails to perform the terms and conditions of this Agreement, YCH shall have the right to terminate this Agreement.
 - 13.3.2 In the event of a breach or default by Contractor under this Agreement, YCH shall be under no obligation to pay to Contractor the compensation amount described in Article 4, or any portion thereof, unless YCH finds Contractor has partially performed said Agreement and said partial performance benefits YCH, under which circumstances YCH shall pay to Contractor that portion of the compensation amount which the part performance bears to the total performance, less all damages and losses suffered by YCH as a result of Contractor's failure to perform.
 - 13.3.3 In the event of a breach or default by Contractor under this Agreement, Contractor may be debarred and denied participation of in HUD

programs as a Contractor and a subcontractor as provided for in 24 CFR Part 24.

13.4 Opportunity to Cure. YCH in its sole discretion may, in the case of a termination for breach or default, allow Contractor fifteen (15) calendar days in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions. If Contractor fails to remedy to YCH's satisfaction the breach or default or any of the other terms, covenants, or conditions of this Agreement within fifteen (15) days after receipt by Contractor or written notice by YCH setting forth the nature of said breach or default, YCH shall have the right to terminate this Agreement without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude YCH from also pursuing all available remedies against Contractor and its sureties for said breach or default.

13.5 Disputes.

13.5.1. Disputes arising in the performance of this Agreement, which are not resolved by agreement of the parties, shall be decided in writing by the authorized representative of YCH's Executive Director. This decision shall be final and conclusive unless within fifteen (15) days from the date of receipt of its copy, Contractor mails or otherwise furnishes a written appeal to the Executive Director. In connection with any such appeal, Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. Disputes will be resolved in conformance with the requirements of the Agreement. The Executive Director, within sixty (60) days, will decide the dispute or notify Contractor of the date by which the decision will be made. The decision of the Executive Director shall be binding upon the Contractor, unless appealed by Contractor.

13.5.2. Unless otherwise directed by YCH, Contractor shall continue performance under the Agreement while matters in dispute are being resolved.

13.5.3. Should either party to this Agreement suffer injury or damage to person or property because of any act or omission of the party or of any of his/her/its employees, agents or others for whose acts he/she/it is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury or damage.

13.5.4. Unless this Agreement provides otherwise, all claims, counterclaims, disputes and other matters in question between YCH and Contractor arising out of or relating to this Agreement or its breach will be decided by, arbitration if the parties mutually agree, or in a court of competent jurisdiction located in Woodland, California.

- 13.5.5 The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by YCH or Contractor shall constitute a waiver of any right or duty afforded any of them under this Agreement, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 13.6 The rights afforded to YCH under this Article 13 shall be in addition to any other rights provided by law or set forth in this Agreement. YCH may exercise any or all of such rights which individually or conjunctively will totally compensate YCH for the damages suffered by YCH resulting from the default of Contractor.
- 13.7 In the event that YCH elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Agreement, such waiver by YCH shall not limit YCH's remedies for any succeeding breach of that or of any other term, covenant, or condition of this Agreement.

Article 14. Notice.

- 14.1 Except as otherwise provided in this Agreement, all notices or correspondence to be provided for under Agreement shall be made in writing and either served personally, sent by certified mail with return receipt requested, or sent by facsimile provided confirmation of delivery is obtained at the time of facsimile transmission, addressed as follows:

To YCH: Yolo County Housing
 Attention: CEO
 147 W. Main Street
 Woodland, CA 95695
 Telephone No.:(530) 662-5428
 Fax No.: (530) 662-5429

To Contractor: _____

- 14.2 Any Party may change the address or facsimile number to which notice or correspondence are to be made by providing the other Party with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.
- 14.3 Service of notices or correspondence shall be deemed complete on the date of receipt if personally served, if served using facsimile machines provided confirmation of delivery is obtained at the time of facsimile transmission, or if sent by certified mail with return receipt requested. However, if signature is refused on a notice or correspondence sent by certified mail with return receipt requested, then service shall be deemed complete three (3) days after the recipient refuses to sign. Service of notices or correspondence shall be deemed

complete on the fifth (5th) day following deposit in the United States mail if sent by first class mail.

Article 15. Miscellaneous Provisions.

- 15.1. Exhibits. All of the Exhibits mentioned in this Agreement are incorporated herein by this reference. In the event of any conflict between any of the provisions of this Agreement or Exhibits, the provision that requires the highest level of performance from Contractor for YCH's benefit shall prevail.
- 15.2. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a court of competent jurisdiction located in Woodland, California.
- 15.3. Time of the Essence. Time is of the essence in the performance of every term, covenant, condition, and provision of this Agreement.
- 15.4. Warranty of Authority. The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms, covenants and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that YCH is relying on this representation in entering into this Agreement.
- 15.5. Successors and Assigns. Subject to any provision under this Agreement restricting assignment or subcontracting by Contractor, the provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors, assigns, heirs, and personal representatives of the Parties to this Agreement.
- 15.6. Status of Contractor.
 - 15.6.1. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between YCH and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of YCH. Contractor hereby indemnifies and holds YCH harmless from any and all claims that may be made against YCH based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.
 - 15.6.2. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of YCH in any capacity whatsoever as an agent or to bind YCH to any obligation whatsoever.

- 15.6.3. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.
- 15.7 Severability. If any provision of this Agreement is adjudicated by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect.
- 15.8 Captions. The title or headings to the Articles of this Agreement are not part of this Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.
- 15.9 Amendment. This Agreement may only be amended in writing signed by both YCH and Contractor, and any other purported amendment shall be of no force or effect.
- 15.10 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute the same one document.
- 15.11 Entire Agreement. This Agreement, including any and all Exhibits, constitutes the entire agreement between YCH and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any Party to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year set forth above.

CONTRACTOR:

By: _____
(Insert Name)

By: _____
(Insert Name)

YCH:

HOUSING AUTHORITY OF THE COUNTY OF YOLO

By: _____
Lisa A. Baker, Chief Executive Officer

Approved as to Form:

By _____
Hope Welton, Agency Counsel

EXHIBIT A

SCOPE OF SERVICES

During the term of this Agreement, Contractor shall provide the following services:

- 1.

EXHIBIT B

COMPLIANCE WITH FEDERAL REQUIREMENTS

During the term of this Agreement, Contractor shall comply with all of the following federal requirements:

I. General Obligation of Contractor

Contractor shall at all times comply with all applicable United States Department of Housing and Urban Development (HUD) regulations, policies, procedures and directives, as they may be amended or promulgated from time to time during the term of this Agreement. Contractor's failure to so comply shall constitute a material breach of this Agreement.

II. Access and Retention of Contractor's Records

- A. Contractor shall retain any and all records related to this Agreement for a period no less than three (3) years after final payment is made and all other pending matters are closed. The Housing Authority of the County of Yolo (YCH), HUD, or the Comptroller General of the United States, or any of their duly authorized representatives shall, until three (3) years after final payment has been made and all other pending matters are closed under this Agreement, 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 Agreement for the purpose of making audit, examination, excerpts, and transcriptions.
- B. Contractor agrees to include in first-tier subcontracts under this Agreement 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:
 - 1. Appeals under the clause titled Disputes;
 - 2. Litigation or settlement of claims arising from the performance of this Agreement; or,
 - 3. Costs and expenses of this Agreement to which YCH, HUD, or the Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

III. Copyrights and Rights in Data (Ownership and Proprietary Interest)

YCH 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 Agreement, including but not limited to reports, memoranda or letters concerning the

research and reporting tasks of this Agreement. The originals of all letters, documents, reports and other products and data produced under this Agreement shall be delivered to, and become the property of YCH. Copies may be made for Contractor's records but shall not be furnished to others without written authorization from YCH. Such deliverables shall be deemed works made for hire and all rights in copyright therein shall be retained by YCH.

IV. Patents

YCH shall possess all patent rights with respect to any discovery or invention, which arises or is developed in the course of or under this Agreement. Contractor shall defend all suits or claims for infringement of any patent rights and shall save YCH harmless from loss on account thereof, except that YCH shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer(s) is specified and Contractor has no reason to believe that the specified design, process, or product is an infringement. If, however, Contractor has reason to believe that a design, process, or product specified is an infringement of a patent, Contractor shall promptly notify the Contracting Officer. Failure to give such notice shall make the Contractor responsible for the resultant loss.

V. Energy Efficiency

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 of California.

VI. Suspension and Debarment

Contractor shall not make any award to any subcontractor or permit any award to any subcontractor at any tier which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549, "Debarment and Suspension."

VII. Certificate and Release

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

VIII. Organizational Conflicts of Interest

A. 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 Agreement and Contractor's organizational, financial, contractual or other interests are such that:

1. Award of the contract may result in an unfair competitive advantage; or
 2. The Contractor's objectivity in performing the contract work may be impaired.
- B. Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this Agreement or any task/delivery order under the Agreement, 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. YCH may, however, terminate the Agreement or task/delivery order for the convenience of YCH if it would be in the best interest of YCH.
- C. In the event 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, YCH may terminate this Agreement 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. Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

IX. Inspection and Acceptance

- A. YCH has the right to review, require correction, if necessary, and accept the work products produced by Contractor. Such review(s) shall be carried out within thirty (30) days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if YCH does not issue written comments and/or required corrections within thirty (30) days from the date of receipt of such product from the Contractor.
- B. Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to YCH within seven (7) days of notification or a later date if extended by YCH.
- C. Failure by Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If Contractor's submission of corrected work remains unacceptable, YCH may terminate this Agreement (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services rendered.

X. Interest of Members of Congress

Contractors warrants to YCH that he or she is not a member or delegate to the Congress of the United States of America or a Resident Commissioner. No

member or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit to arise there from, but this provision shall not be construed to extend to this Agreement if made with a corporation for its general benefit.

XI. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

The parties understand that no member, officer, or employee of YCH, no member of YCH's Board of Commissioners, 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 (1) year thereafter, have any interest, direct or indirect, in this Agreement or the proceeds thereof.

XII. Dissemination or Disclosure of Information

Contractor shall not disseminate or disclose any information or material to the general public, the news media, or any person or organization without prior express written approval by YCH.

XIII. Contractor's Status

Contractor understands that it is an independent contractor and is not to be considered an employee of YCH, or assume any right, privilege, duties or benefits of an employee, including but not limited to unemployment, health/dental insurance, workers' compensation, vacation or sick leave. Contractor shall save harmless YCH and its employees from claims, suits, actions and costs of every description resulting from Contractor's activities on behalf of YCH in connection with this Agreement.

XIV. Other Contractors

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

XV. Liens

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

EXHIBIT C

COMPLIANCE WITH CONFIDENTIALITY REQUIREMENTS

During the term of this Agreement, Contractor shall comply with all of the following confidentiality requirements:

1. Contractor, its employees, agents, and/or subcontractors understand that during the term of this Agreement, he or she may learn of or have access to certain private and confidential information of the Housing Authority of the County of Yolo (YCH), its employees, tenants, clients, affiliates, vendors, and/or contractors.
2. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall keep strictly confidential any and all information provided to or obtained by Contractor relating to employee, tenant, client, affiliates, vendor, or contractor private information, including but not limited to, home addresses, mailing addresses, social security numbers, telephone numbers, financial records, medical records, employment records, criminal records, and credit histories.
3. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall keep strictly confidential any and all information provided to or obtained by Contractor relating to YCH records and New Hope Community Development Corporation (New Hope CDC) records, including but not limited to, YCH employee records, YCH plans, New Hope CDC plans, YCHA activities, or New Hope CDC activities.
4. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall not disclose any information provided to or obtained by Contractor relating to employee, tenant, client, affiliates, vendor, or contractor private information, including but not limited to, home addresses, mailing addresses, social security numbers, telephone numbers, financial records, medical records, employment records, criminal records, and credit histories, unless such disclosure is necessary to perform the services required by this Agreement, YCH's Executive Director authorizes in writing such disclosure, or a properly authorized release of information is on file with YCH.
5. At all times during the term of this Agreement, Contractor, its employees, agents, and/or subcontractors shall not remove from YCH premises any tenant, client, employee, affiliate, vendor, or contractor file.

EXHIBIT D

INSURANCE REQUIREMENTS

Contractor shall procure and maintain for the duration of the Agreement 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 Contractor, his agents, representatives, employees or subcontractors.

Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001).
2. Insurance Services Office Form Number CA 0001 covering Automobile Liability, code 1 (any auto).
3. Professional Liability Insurance (Errors and Omissions).
4. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance

Contractor shall maintain limits no less than:

1. General Liability:

(Including operations, products and completed operations.)
--

\$2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: **\$1,000,000** per accident for bodily injury and property damage.
3. Employer's Liability: **\$1,000,000** per accident for bodily injury or disease.
4. Professional Liability: **\$1,000,000.**
5. Workers' Compensation: **Statutory Limit.**

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the Housing Authority of Yolo County (YCH). At the option of YCH, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects YCH, its officers, officials, employees and volunteers; or the Contractor shall provide a financial guarantee satisfactory to YCH guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. YCH, its officers, officials, employees, and volunteers are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor 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 Contractor's insurance, or as a separate owner's policy (CG 20 10 11 85).
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects YCH, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by YCH, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
3. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to YCH.
4. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.

Acceptability of Insurers

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage

Contractor shall furnish YCH with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on forms provided by YCH or on other than YCH's forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by YCH before work commences. YCH reserves the right to

require complete, certified copies of all required insurance policies, including endorsements effecting the coverage required by these specifications at any time.

Subcontractors

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Proposal Package Instructions

Instructions to Contractors for Completing, Executing, and Submitting Evidence of Insurance to the Housing Authority of Yolo County

PROVIDE THIS DOCUMENT AND ATTACHMENTS TO YOUR INSURANCE AGENT.

INSURED: _____
(Proposer, Contractor, Lessee, Permittee, etc.)

DATE: _____

AGREEMENT/REFERENCE NUMBER: _____

A. Insured (Contractor, Vendor, or Tenant)

1. In order to reduce problems and time delays in providing evidence of insurance to the Housing Authority of Yolo County (YCH) you are requested to give your insurance agent or broker a copy of the attached Insurance Requirements Sheet, along with these instructions for completing, executing, and submitting evidence of insurance.
2. If the agreement requires Workers' Compensation coverage and you have been authorized by the State of California to self-insure Workers' Compensation, then a copy of the certificate from the State authorizing self-insurance for Workers' Compensation shall meet the requirements for Workers' Compensation insurance covering activities within the State.
3. All questions relating to insurance should be directed to the YCH department or office responsible for your contract, lease, permit, or other agreement.

B. Insurance Agent or Broker

1. The appropriate endorsement form shall be used. Certificates of Insurance alone will not be accepted by YCH.
2. More than one insurance policy may be required to comply with the insurance requirements. The YCH's insurance requirements to your insured's agreement, contract, lease, or permit are attached.
3. You shall have an authorized representative of the insurance company sign the completed endorsement forms and note his/her telephone number on them.
4. The name of the insurance company underwriting the coverage and its address shall be noted on the endorsement form.
5. The general description of agreement(s) and/or activity(ies) insured shall include reference to the activity and/or to either the specific Authority

reference number, contract number, lease number, permit number, or construction approval number.

6. The coverages and limits for each type of insurance are specified on the attached insurance requirements sheet. When coverage is on a scheduled basis, then a separate sheet is to be attached to the endorsement listing such scheduled locations, vehicles, etc.
7. Endorsements to excess or umbrella policies will be required when primary insurance is insufficient to comply with YCH's requirements.
8. Completed endorsement(s), including cancellation notices, and questions relating to the required insurance are to be directed to:

Housing Authority of the County of Yolo

NAME OF HOUSING AUTHORITY

Janis Holt, Resource Administrator

NAME OF INDIVIDUAL

147 West Main Street

STREET ADDRESS

Woodland, CA 95695

CITY, STATE, ZIP

9. Improperly completed endorsements will be returned to your insured for correction by an authorized representative of the insurance company.
10. Delay in submitting properly completed endorsement forms may delay your insured's intended occupancy or operation under the agreement with YCHA, **or may result in your insured's offer being rejected for non-compliance.**

UNDERWRITER/BROKER CERTIFICATION

Entity: Housing Authority of the County of Yolo

Entity project identification: _____

Entity providing offer/contractual services: _____

Insurer(s): _____

Best rating(s): _____

Name and title of underwriter, broker, or agent completing certification: _____

I, the undersigned insurance underwriter, insurance broker, or agent do hereby certify that I have examined the insurance specifications prepared by the Housing Authority of the County of Yolo (YCH) for the above referenced project and have attached herewith certificates of insurance and all endorsements specified in the insurance specifications on equivalent forms provided by the insurance carrier.

I further certify that the coverages provided to the Contractor and described in the certificates of insurance conform in all respects to the requirements set forth in the insurance specifications, including, but not limited to the following considerations:

1. The scope of insurance is at least as broad as the minimum requirements identified in the insurance specifications;
2. The minimum occurrence limits and aggregate limits of insurance are consistent with those set forth in the insurance specifications;
3. All deductibles and/or self-insured retentions have been declared;
4. All required endorsements identified in the insurance specifications have been provided and copies have been attached to the appropriate certificate of insurance;
5. All policies of insurance have been placed with insurers with a current rating from the A.M. Best Company of not less than A:VII;
6. All endorsements have been signed by a person authorized by the insurer to bind coverage on its behalf.

If the coverages provided to the Contractor do not conform in all respects to the requirements set forth in the insurance specifications, an explanation of each and every variance from the specifications and an evaluation of the relative risk exposures and protections to YCH and the Contractor are attached.

I understand that the YCH will not authorize the Contractor to initiate work on behalf of YCH until this certification has been fully executed and returned to YCH.

Signature

Date

Name of Company

Business Address

Business Phone Number

Certifications and Representations of Offerors Non-Construction Contract

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

ATTACHMENT C

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/offerors 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:
