

REQUEST FOR PROPOSALS (RFP)

Cleaning and Janitorial Service



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

Proposals Due
Wednesday, November 21, 2018 at 3:00pm

Request for Proposals

A. General Information

Yolo County Housing (YCH) is seeking proposals from qualified firms/contractors for janitorial and cleaning services. In the scope of work, YCH is seeking qualified firms to provide pricing for three different levels of services: Vacant Unit Cleaning, Administrative/Business Office Cleaning, Common Areas, Community Room and Computer Learning Center Classroom Cleaning.

Interested proposers may submit proposals for all three levels of services or for one or more selected level of service. Yolo County Housing reserves the right to issue a single contract, multiple contracts 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 (Office of Migrant Services and HCD).

Yolo County Housing and its allied organizations provide assistance to approximately 8,000 low to moderate income persons through their various programs and agencies. Total assisted units from all programs is over 2,700. Additional agency information can be found at www.ych.ca.gov.

C. Term of Agreement

The anticipated term of the agreement is from December 1, 2018 through December 31, 2021 with an option of extension of up to two additional years

D. Instructions to Proposers

1. Submission of Proposals:

All proposals shall be submitted to:

Yolo County Housing
Attn: Tom Dogias
147 W. Main Street
Woodland, CA 95695
Or via email at tdogias@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.

1. Bid Summary Sheet (to be completed by proposer)
2. Sample Yolo County Housing Agreement for Professional Services including Specifications of YCH Insurance Requirements (Exhibit Attached)
3. Form 5369-C: Certifications and Representations of Offerors

F. Deadline for Submittal is Wednesday, November 21, 2018 at 3:00pm.

1. Submission can be mailed or delivered to Yolo County Housing, 147 West Main Street, Woodland, CA 95695 or faxed to 530-662-5429.
2. Electronic submissions will be accepted via email to tdogias@ych.ca.gov

I. Scope of Services

VACANT UNIT CLEANING

1) Clean all assigned vacant residential units after tenant move-out. Comprehensive cleaning services will include the following (to price, see matrix in "Cost Summary" document):

- Sweep, mop, scrub and/or vacuum floors
- Strip, seal, finish, and polish floors
- Wash/clean baseboards
- Carpet cleaning (non-soap based cleaning preferred)
- Wash and clean all walls
- Clean windows, glass partitions, and mirrors
- Thoroughly clean bathroom, kitchen fixtures, and appliances (refrigerators, stoves, etc.)
- Clean stoves, stovetops, and all range hoods
- Perform basic cleaning duties, such as cleaning floors, shampooing rugs, washing walls
- Other cleaning duties may be assigned by property manager which will be negotiated at an additional hourly cost.

ADMINISTRATIVE/BUSINESS OFFICE CLEANING (MONTHLY)

2) At a frequency of once a month (or upon request by Facilities Director) provide cleaning and janitorial services at the Yolo County Housing Administrative Office (25,000 square feet) located at 147 W. Main Street in Woodland. These tasks will include the following:

- Vacuum all offices, hallways, conference rooms, meetings rooms, and lobby areas
- Spot clean carpets.
- Dust all offices and lobby surfaces, remove any spider webs
- Dust and polish all office furniture

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 the 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 conditions 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 Proposer hereby grants YCH permission to make these inquiries, and to 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 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.

Firms who meet the criteria as a Section 3 Business or Business Concern will be provided priority points as outlined in the YCH Section 3 Policy which can be found on our website at www.ych.ca.gov.

At the option of YCH, finalists may be selected for a final round of negotiations; however, proposers 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:

- Deep clean all bathrooms – scrub toilet bases and bowls, scrub sinks, clean window mirrors, disinfect handles using Lysol, wipe down and dust all bathroom surfaces. Clean all bathroom stalls, urinal walls, and any other assigned areas. Wipe down bathroom walls, doors and door handles.
 - Clean drinking fountains
 - Sweep and mop all bathrooms, break rooms, and lobby
 - Wipe down and clean tables
 - Empty all garbage cans
 - Clean main entrance doors
- 3) At a frequency of annually, deep clean carpets throughout.

COMMUNITY ROOMS AND COMMUNITY CLASSROOM CLEANING

- 4) At a frequency of once a month, provide cleaning and janitorial services at YCH owned community rooms, common areas and computer learning centers at the following locations:
- 685 Lighthouse Drive, West Sacramento (3,400 sq ft., 2 bathrooms)
 - 664 Cummins Way, West Sacramento (6,750 sq ft., 2 bathrooms)
 - 62 Shams Way, Winters, (1,800 sq. ft., 2 bathrooms)
 - 1752 Drew Circle, Davis (6 Floors, 6 communal bathrooms w/showers, 6 common areas/hallways, and 2 kitchens and laundry areas)
 - 1230-A Lemen Avenue, Woodland (1,000 sq ft., 1 bathroom)

All of which are owned or managed by Yolo County Housing. These tasks will include the following:

- Vacuum and/or sweep all offices, hallways, classrooms, lobby and common areas
- Sweep and mop all bathrooms, break rooms, classrooms, common areas and lobby
- Dust all offices and lobby surfaces, remove any spider webs
- Deep clean all bathrooms – scrub toilet bases and bowls, scrub sinks, clean window mirrors, disinfect handles using Lysol, wipe down and dust all bathroom surfaces. Clean all bathroom stalls, urinal walls, and any other assigned areas. Wipe down bathroom walls, doors and door handles.
- Clean drinking fountains
- Empty all garbage cans
- Clean main entrance doors

- Other cleaning duties may be assigned by property manager which will be negotiated at an additional hourly cost. (such as strip and wax floors or clean carpets)

II. Information to be Submitted:

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.

All proposals shall address the following items in the order listed:

1. Profile of the firm

This section shall include a brief description of the proposer's firm and may include size, structure, capacity and resources. The firm may want to include if they are a women or minority owned business and/or a registered Section 3 business.

2. Qualifications

This section shall include a description of qualifications, the qualifications of those assigned to the project and experience in cleaning and janitorial services. This section shall include a minimum of three (3) references with contact information.

3. Compliance with "Green Product" Use

This section shall list all cleaning products used by the proposer (this can be an attached list). YCH requires the use of green, environmentally safe cleaning products.

5. Proposal Costs

This section shall present the fee information for providing the services required. Include all potential costs or other price information that would be contained in a potential agreement with YCH. Refer to attached "Cost Summary" document. Confirmation must be provided that all employees are paid a minimum of the HUD approved wage of \$11.00/hour.

6. Compliance and Potential Conflicts

Audit or 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 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 within the past five (5) years.

Conflict of Interest. 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 (Attachment 1). 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. Yolo County Housing 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.

III. 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>	<u>Points</u>
Quality and completeness of proposal;	25
Qualifications and experience (staff, complexity of projects, etc.);	25
Cost to YCH;	30
Prior record of performance with other governmental agencies (PHA's).	10
Section 3 Business	10
TOTAL POSSIBLE POINTS	100

Attachment A – Bid Summary Sheet

Request for Proposals (RFP)
Cleaning and Janitorial Service
Bid Summary of Cleaning Services
For Yolo County Housing

Name of Firm _____

I. VACANT UNIT CLEANING PROPOSED FEES

Cost for Residential Unit Cleaning Service	One-Bedroom	Two-Bedroom	Three-Bedroom	Four-Bedroom
Light Cleaning				
Medium Cleaning				
Heavy Cleaning				

Description of Light Cleaning:

Description of Medium Cleaning:

Description of Heavy Cleaning:

Estimated Hourly Rate for Additional Services \$ _____/hour.

II. YCH ADMINISTRATIVE OFFICE, 147 W. MAIN STREET, WOODLAND PROPOSED FEE

Flat Fee Proposal for monthly cleaning of Yolo County Housing Administrative Office at 25,000 square feet:

\$ _____

III. COMMUNITY ROOMS AND COMMON AREAS, VARIED SITES PROPOSED FEE

Proposal for monthly cleaning of community rooms, common areas and computer learning centers by location:

Location	Proposed Bid
685 Lighthouse Drive, West Sacramento (3400 sq. ft./2 bathrooms)	
664 Cummins Way, West Sacramento (6,750 sq. ft./2 bathrooms)	
62 Shams Way, Winters (1,800 sq. ft./2 bathrooms)	
1230-A Lemen Avenue, Woodland (1,000 sq. ft./1 bathroom)	
1752 Drew Circle, Davis (6 Floors, 6 communal bathrooms w/showers, 6 common areas/hallways, and 2 kitchens and laundry areas)	

IV. HOURLY WAGE CONFIRMATION PAID TO EMPLOYEES

Hourly wage rate paid to workers must meet HUD guidelines/requirements. Please indicate the hourly rate that would be paid to workers assigned to this contract:

Janitorial Worker/Cleaner: \$ _____

Supervisor: \$ _____

Other(s) (Please List): _____ \$ _____

_____ \$ _____

(ATTACHMENT B - SAMPLE AGREEMENT)

YOLO COUNTY HOUSING

AGREEMENT NO. 2018- _____

(Agreement for Cleaning and Janitorial Services)

THIS AGREEMENT is made this 1st day of December, 2018, by and between the Housing Authority of the County of Yolo, a public body corporate and politic ("YCH"), and _____, ("Contractor"), who agree as follows:

TERMS

1. Services To Be Provided. During the term of this Agreement, Contractor shall perform the following services as outlined in the Request for Proposal (RFP):

- (Insert services based on RFP)

2. Term of Agreement. The Term of this Agreement shall commence on December 1, 2018 and end on December 31, 2021, unless sooner terminated as hereinafter provided.

3. Exhibits. The complete contract shall include the following Exhibits attached hereto and incorporated herein by this reference:

- Exhibit A - Request for Proposals; and
- Exhibit B – Contractor’s Proposal and Bid Summary Sheet; and
- Exhibit C – Compliance with Federal Requirements; and
- Exhibit D – Compliance with Confidentiality Requirements; and
- Exhibit E – Insurance Requirements.

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 an appropriate invoice, Yolo County Housing shall pay Contractor in accordance with the Contractor bid summary sheet (Attachment B).

5. Payment for Services.

a. Within ten (10) days after the end of each calendar month in which services are performed under this Agreement, Contractor shall submit an invoice to YCH at the following address:

Yolo County Housing
Attn: Lisa A. Baker, CEO
147 W. Main Street
Woodland, CA 95695

b. The invoice submitted pursuant to this Paragraph shall show the YCH Agreement number, if any, hours worked by each person who performed services during the billing period, the hourly rate of pay for each person who performed services, the dates on which the services were performed, a description of the services performed, and such other information as YCH may reasonably require.

c. Within thirty (30) calendar days of the YCH CEO authorization for payment of an invoice, YCH Finance Director shall either issue the payment or advise Contractor in writing of any concerns with the request and any need for further documentation.

6. Insurance. Contractor, at his/her sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement, the insurance set forth in Exhibit E.

7. Indemnity. Contractor shall defend, indemnify, and hold harmless YCH, its officers, officials, employees and agents from any and all claims, demands, liability, damages, cost or expenses (including but not limited to attorney fees) in law or equity that may at any time arise or be asserted based in whole or in part upon any negligent or other wrongful act or omission of the Contractor, its officers, agents, or employees.

8. Applicable Laws. Contractor shall comply with all applicable laws and regulations, including but not limited to any, which are promulgated to protect the public health, welfare and safety or prevent conflicts of interest. Contractor shall defend YCH and reimburse it for any fines, damages or costs (including attorney fees) that might be incurred or assessed based upon a claim or determination that Contractor has violated any applicable law or regulation.

9. Confidentiality. Contractor shall comply with all confidentiality requirements described in Exhibit D. Additionally, Contractor shall not permit on YCH premises any person who is not an employee or principal with the company, and currently on duty. All paperwork, documents, magnetic, and other media at YCH offices are considered to be the property of YCH, confidential and privileged. 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 CEO or his/her designee. A violation of this Paragraph 9, 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.

10. Termination. This Agreement may be terminated by either party at any time for convenience by giving the other party thirty (30) calendar days advance written notice. Upon termination, the Contractor shall promptly submit its termination claim to YCH.

11. Notice.

a. Except as otherwise provided in this Agreement, all notices to be provided for under Agreement shall be made in writing and either served personally, sent by first class mail, or sent by facsimile provided confirmation of delivery is obtained at the time of 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: (Name/Address/Contact Info)

b. Any party may change the address or facsimile number to which notice is 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.

c. Service of notices shall be deemed complete on the date of receipt if personally served or if served using facsimile machines provided confirmation of delivery is obtained at the time of transmission. Service of notices shall be deemed complete on the fifth (5th) day following deposit in the United States mail if sent by first class mail.

12. Status of Contractor. Contractor understands that he/she is not an employee of YCH and is not eligible for any employee benefits, including but not limited to unemployment, health/dental insurance, worker's compensation, vacation or sick leave.

13. Assignment. This Agreement shall not be assigned by Contractor without the prior written consent of YCH.

14. 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. Governing Law. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California.

16. 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.

17. 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.

18. 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.

19. Entire Agreement. This Agreement constitutes the entire agreement of the parties, and no other agreements or representations, oral or written, have been made or relied upon by either party.

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

CONTRACTOR:

By: _____
(Name, Title)

YOLO COUNTY HOUSING:

By: _____
Lisa A. Baker, CEO

EXHIBIT A

REQUEST FOR PROPOSALS

EXHIBIT B

CONTRACTOR'S PROPOSAL

EXHIBIT C

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 D

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 E

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.)
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\$1,000,000 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: _____ DATE: _____
(Proposer, Contractor, Lessee, Permittee, etc.)

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, General Director

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.

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:
