

**SUBMITTAL TO THE BOARD OF COMMISSIONERS OF THE
HOUSING AUTHORITY
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

928
A



FISCAL PROCEDURES APPROVED
ROBERT E. BYRD, AUDITOR-CONTROLLER
BY: Samuel Wong 12/1/10
SAMUEL WONG

FORM APPROVED COUNTY COUNSEL
DATE: 12/1/10
BY: Anita C. Willis

FROM: Housing Authority

SUBMITTAL DATE:
December 2, 2010

SUBJECT: Award of Contract for Mail Presort Services for Housing Authority of the County of Riverside

RECOMMENDED MOTION: That the Board of Commissioners:

1. Approve contract for mail presort services with Inland Presort and Mail Services;
2. Authorize the Chairman of the Board to execute contract between Housing Authority of the County of Riverside and Inland Presort and Mail Services; and
3. Authorize the Executive Director, or designee, to take all necessary steps to implement the contract, including execution of necessary and related documents.

BACKGROUND: (Commences on Page 2)

Rosa Brandl for
Robert Field
Executive Director
By Lisa Brandl, Deputy Executive Director

FINANCIAL DATA	Current F.Y. Total Cost:	\$ 90,000	In Current Year Budget:	Yes
	Current F.Y. Net County Cost:	\$ 0	Budget Adjustment:	No
	Annual Net County Cost:	\$ 0	For Fiscal Year:	2010/11

COMPANION ITEM ON BOARD OF SUPERVISORS AGENDA: No

SOURCE OF FUNDS: Section 8 - 88%, HPRP - 6%, HA Admin 3%, Public Housing 2%, and NSP Funds 1%	Positions To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION:

APPROVE

Jennifer L. Sargent
BY: _____
Jennifer L. Sargent

County Executive Office Signature

Policy Policy
 Consent Consent
 Dept't Recomm.: Per Exec. Ofc.:

Prev. Agn. Ref.: N/A

District: ALL

Agenda Number:

10.5

BACKGROUND:

On June 30, 2010, the Housing Authority issued a Request for Proposal (RFP) for mail presort services, in accordance with Riverside County Board Policy A-18. The RFP was advertised in three county-wide print media, Housing Authority website, and distributed electronically to a bidders list, with a closing date of July 15, 2010. At the close of business, July 15, 2010, only one responsive proposal was received. Upon review of the standards set forth in Federal Code of Regulations, Title 24, Part 85, an additional RFP was advertised to refrain from a sole-source conflict of these codes.

On September 1, 2010, the Housing Authority issued the second RFP for mail presort services. Two responsive proposals were received and reviewed by an evaluation team. Inland Presort and Mail Services was deemed the most responsive proposal.

As a temporary measure, the Housing Authority has been contracting with Copyland on a month-to-month basis for the beginning of FY 2010/11. The proposed contract with Inland Mail and Presort Services is for the remainder of FY 2010/11 and allows for annual renewals under the delegated authority of the Executive Director, or designee, of the Housing Authority. The subsequent renewals of this contract shall be mutually negotiated between both parties, not-to-exceed an annual amount of \$200,000.

County Counsel has reviewed and approved the contract as to form. Housing Authority staff recommends approval of contract for Inland Presort and Mailing Services as presented.

1 **CONTRACTING SERVICES AGREEMENT**

2 **BY AND BETWEEN**

3 **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**

4 **AND INLAND PRESORT AND MAILING SERVICES**

5
6 This Agreement made by and between the HOUSING AUTHORITY of the County of
7 Riverside, (hereinafter "AUTHORITY"), and INLAND PRESORT AND MAILING
8 SERVICES, (hereinafter "CONTRACTOR") sets into writing the terms and conditions for this
9 Agreement. All exhibits, by reference, become a part of this agreement as if fully written
10 herein.

11 WHEREAS, AUTHORITY desires to obtain mail handling services as further
12 described in SCOPE OF SERVICES; and

13 WHEREAS, CONTRACTOR is willing and able to provide the required services
14 as herein set forth.

15 NOW THEREFORE, in consideration of the mutual covenants contained herein,
16 the parties hereto agree as follows:

17 1. SCOPE OF SERVICES

18 a. CONTRACTOR RESPONSIBILITIES

- 19 i. CONTRACTOR shall provide AUTHORITY with no less than 30 pick-
20 up slips, as displayed in Exhibit "B" on the 1st business day of every
21 month.
- 22 ii. CONTRACTOR shall pick up mail Monday through Thursday between
23 the hours of 3:30pm and 5:30pm from AUTHORITY, located at 5555
24 Arlington Avenue, Riverside, CA, 92504. At no time, and with no
25 exceptions, shall the mail be picked up earlier than 3:30pm or later than
26 5:30pm from AUTHORITY.
- 27 iii. As of the date of this AGREEMENT, AUTHORITY is closed on
28 Friday's as a cost saving measure. In the event AUTHORITY changes

1 days of operation, to include Friday, CONTRACTOR shall commence
2 services on Friday under the same conditions and terms as specified
3 above for Monday through Thursday operations after receiving written
4 notice from AUTHORITY of the change in operation.

5 iv. CONTRACTOR shall sort by type of mail, apply appropriate postage,
6 securely seal, and deliver all mail to the U.S. Postal Service for same day
7 processing. All undeliverable envelopes and/or documents shall be
8 returned to AUTHORITY no later than the next business day.

9 v. CONTRACTOR shall provide fold and stuff service for same day
10 delivery to U.S. Postal Service on the first business day of every month.

11 b. AUTHORITY RESPONSIBILITIES

12 i. AUTHORITY shall count, sort, and bundle mail by program (Section 8,
13 HPRP, NSP, Fiscal/Procurement/Admin, Public Housing or Other, which
14 consists of every other piece of mail that does not fit into otherwise
15 identified programs) each day and record accurate numbers on
16 CONTRACTOR provided pick-up slip, as shown in Exhibit "B".

17 ii. AUTHORITY shall provide window envelopes and inserts for fold and
18 stuff services on the first business day of every month.

19 iii. As of the date of this AGREEMENT, AUTHORITY is closed on
20 Friday's as a cost saving measure. In the event AUTHORITY changes
21 days of operation, to include Friday, AUTHORITY shall notify
22 CONTRACTOR of a change in days of operation and authorize
23 CONTRACTOR to initiate services on Friday under the same conditions
24 and terms as specified above for Monday through Thursday.

25 iv. AUTHORITY shall issue a purchase order and purchase order number to
26 CONTRACTOR upon execution of this AGREEMENT.

27 2. TERM

28 a. CONTRACTOR shall, unless terminated earlier or canceled as provided herein,

1 commence the period of performance of this Agreement as of the date of this
2 Agreement and end June 30, 2011.

- 3 b. Notwithstanding the term stated above, this AGREEMENT shall be limited to a
4 maximum expenditure of \$90,000 where costs are incurred on a per piece basis
5 as listed in Exhibit A. This AGREEMENT shall terminate by its own terms if
6 and when \$90,000 of costs has been incurred.

7 3. EXTENSION

- 8 a. Upon mutual agreement, AUTHORITY and CONTRACTOR may extend this
9 Agreement for three (3) consecutive years, renewable in one-year increments.
10 b. Each agreement shall be negotiated and agreed to by and between AUTHORITY
11 and CONTRACTOR but the value of each extension shall not exceed \$200,000.
12 c. The Executive Director of AUTHORITY shall have the delegated authority to
13 negotiate each one year extension under the terms and conditions stated above.

14 4. COMPENSATION

- 15 a. CONTRACTOR assumes full responsibility for the performance of all work
16 described in the Scope of Services herein for which AUTHORITY will pay
17 CONTRACTOR the price for each letter in accordance with prices and weight
18 shown in Exhibit "A". In no event shall the cumulative sum of the FY 10/11
19 exceed \$90,000.00.
20 b. Said prices shall include all of CONTRACTOR'S costs such as materials, wages,
21 and related labor costs; supervision; CONTRACTOR's insurance and bond; and
22 other associated costs.
23 c. It is mutually agreed and understood that the obligation of AUTHORITY shall
24 be on a per-piece-as-needed basis. AUTHORITY is under no obligation to
25 supply a minimum or maximum quantity of mail.
26 d. CONTRACTOR shall calculate fees according to the United States Postal
27 Service First Class and Standard Mail Workshare Discounts. Workshare
28 Discounts, as defined by the United States Postal Service is an extended discount

1 provided to mailers for presorting, prebarcoding, handling, or transporting mail.

2 5. POSTAGE PRICE INCREASE/DECREASE

- 3 a. CONTRACTOR shall automatically extend any and all postage price decreases
4 to AUTHORITY.
- 5 b. AUTHORITY will not unreasonably withhold approving postage price increases
6 after CONTRACTOR provides bona fide and written proof of cost increases
7 from the United States Postal Service. CONTRACTOR shall give a minimum of
8 30-days advance written notice to secure a postage price increase adjustment.
- 9 c. AUTHORITY may enforce, adjust, negotiate, or cancel escalating price contracts
10 or take any other action it deems appropriate.
- 11 d. No retroactive price adjustments will be considered.

12 6. INVOICING AND BILLING

- 13 a. CONTRACTOR shall invoice AUTHORITY for actual work performed and
14 costs incurred on the last working day of each month.
- 15 b. AUTHORITY shall make payments to CONTRACTOR within 15 calendar days
16 following receipt of an invoice. Payment will not be rendered if there is a
17 deficiency in the invoice or in the Scope of Services per the terms of this
18 AGREEMENT.
- 19 c. AUTHORITY shall not advance any funds for postage.
- 20 d. Invoices shall contain a minimum of the following information:
- 21 i. Invoice number and date;
- 22 ii. Remittance address;
- 23 iii. AUTHORITY'S purchase order number;
- 24 iv. Invoice total; and
- 25 v. The billing detail in accordance with the Sample Billing Format provided
26 on Attachment "B" attached hereto and by this reference incorporated
27 herein.

28 ///

1 e. The invoice shall be sent to:

2 Housing Authority of the County of Riverside

3 Attention: Administrative Supervisor

4 5555 Arlington Avenue

5 Riverside, CA 92504-2506

6 7. SERVICE DEFICIENCIES

7 a. The parties enter into this AGREEMENT as a mutually beneficial relationship.
8 Should CONTRACTOR fail to complete the services in a professional manner as
9 required herein, AUTHORITY shall notify CONTRACTOR in writing of any
10 such deficiencies. CONTRACTOR shall correct deficiencies within five (5) days
11 of said written notice or this AGREEMENT shall terminate immediately and in
12 concurrence with Section 10, herein.

13 8. INDEPENDENT CONTRACTOR

14 a. AUTHORITY retains CONTRACTOR on an independent contractor basis.
15 CONTRACTOR is not, and shall not be considered to be in any manner, an
16 employee or agent of AUTHORITY. Personnel performing the services under
17 this AGREEMENT on behalf of CONTRACTOR shall at all times be under
18 CONTRACTOR's exclusive direction and control. CONTRACTOR shall pay
19 all wages, salaries and other amounts due to such personnel in connection with
20 their performance of service and as required by law. CONTRACTOR shall be
21 responsible for all reports and obligations respecting such personnel, including,
22 but not limited to, social security taxes, income tax withholdings, unemployment
23 insurance, and workers' compensation insurance. CONTRACTOR and its
24 employees and agents shall maintain professional licenses required by the laws
25 of the State of California at all times while performing services.
26 CONTRACTOR, its agents, servants, employees and subcontractors, shall not in
27 any manner incur or have the power to incur any debt, obligation, or liability
28 against AUTHORITY.

1 9. INDEMNIFICATION

- 2 a. CONTRACTOR shall indemnify and hold harmless AUTHORITY, County of
3 Riverside, its Agencies, Districts, Special Districts and Departments, their
4 respective directors, officers, Board of Supervisors, elected and appointed
5 officials, employees, agents and representatives from any liability whatsoever,
6 based or asserted upon any services of CONTRACTOR, its officers, employees,
7 subcontractors, agents or representatives arising out of or in any way relating to
8 this AGREEMENT, including but not limited to property damage, bodily injury,
9 or death or any other element of any kind or nature whatsoever arising from the
10 performance of CONTRACTOR, its officers, agents, employees, subcontractors,
11 agents or representatives from this AGREEMENT. CONTRACTOR shall
12 defend, at its sole expense, all costs and fees including, but not limited, to
13 attorney fees, cost of investigation, defense and settlements or awards,
14 AUTHORITY, County of Riverside, its Agencies, Districts, Special Districts and
15 Departments, their respective directors, officers, Board of Supervisors, elected
16 and appointed officials, employees, agents and representatives in any claim or
17 action based upon such alleged acts or omissions.
- 18 b. With respect to any action or claim subject to indemnification herein by
19 CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use
20 counsel of their own choice and shall have the right to adjust, settle, or
21 compromise any such action or claim without the prior consent of
22 AUTHORITY; provided, however, that any such adjustment, settlement or
23 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S
24 indemnification to AUTHORITY as set forth herein.
- 25 c. CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR
26 has provided to AUTHORITY the appropriate form of dismissal relieving
27 AUTHORITY from any liability for the action or claim involved.
- 28 d. The specified insurance limits required in this AGREEMENT shall in no way

1 limit or circumscribe CONTRACTOR'S obligations to indemnify and hold
2 harmless AUTHORITY herein from third party claims.

- 3 e. In the event there is conflict between this clause and California Civil Code
4 Section 2782, this clause shall be interpreted to comply with Civil Code 2782.
5 Such interpretation shall not relieve CONTRACTOR from indemnifying
6 AUTHORITY to the fullest extent allowed by law.

7 10. INSURANCE

- 8 a. Without limiting CONTRACTOR'S indemnification, CONTRACTOR shall
9 maintain in force at all times during the performance of this AGREEMENT,
10 insurance policies evidencing coverage during the entire term of the
11 AGREEMENT as follows:

12 i. Workers' Compensation: If CONTRACTOR has employees as defined
13 by the State of California, CONTRACTOR shall maintain Workers'
14 Compensation Insurance (Coverage A) as prescribed by the laws of the
15 State of California. Policy shall include Employers' Liability (Coverage
16 B) including Occupational Disease with limits not less than \$1,000,000
17 per person per accident. Policy shall be endorsed to waive subrogation in
18 favor of AUTHORITY and County of Riverside; and, if applicable, to
19 provide a Borrowed Servant/Alternate Employer Endorsement.

20 ii. Commercial General Liability: Commercial General Liability insurance
21 coverage, including, but not limited to, premises liability, contractual
22 liability, completed operations, personal and advertising injury covering
23 claims which may arise from or out of CONTRACTOR'S performance of
24 its obligations hereunder. Policy shall name AUTHORITY, County of
25 Riverside, special districts, their respective directors, officers, Board of
26 Supervisors, elected officials, employees, agents or representatives as an
27 Additional Insured. Policy's limit of liability shall not be less than
28 \$1,000,000 per occurrence combined single limit. If such insurance

1 contains a general aggregate limit, it shall apply separately to this
2 AGREEMENT or be no less than two (2) times the occurrence limit.

3 iii. Vehicle Liability: If CONTRACTOR'S vehicles or mobile equipment
4 are used in the performance of the obligations under this AGREEMENT,
5 CONTRACTOR shall maintain liability insurance for all owned, non-
6 owned or hired vehicles in an amount not less than \$1,000,000 per
7 occurrence combined single limit. If such insurance contains a general
8 aggregate limit, it shall apply separately to this AGREEMENT or be no
9 less than two (2) times the occurrence limit.

10 iv. Professional Liability: CONTRACTOR shall maintain Professional
11 Liability Insurance providing coverage for performance of work included
12 within this AGREEMENT, with a limit of liability of not less than
13 \$1,000,000 per occurrence and \$1,000,000 annual aggregate. If
14 CONTRACTOR'S Professional Liability Insurance is written on a claims
15 made basis rather than an occurrence basis, such insurance shall continue
16 through the term of this AGREEMENT. Upon termination of this
17 AGREEMENT or the expiration or cancellation of the claims made
18 insurance policy CONTRACTOR shall purchase at his sole expense
19 either 1) an Extended Reporting Endorsement (also known as Tail
20 Coverage); 2) Prior Dates Coverage from a new insurer with a retroactive
21 date back to the date of, or prior to, the inception of this AGREEMENT;
22 or, 3) demonstrate through Certificates of Insurance that CONTRACTOR
23 has maintained continuous coverage with the same or original insurer.
24 Coverage provided under items; 1), 2) or 3) will continue for a period of
25 five (5) years beyond the termination of this AGREEMENT.

26 b. General Insurance Provisions - All lines:

27 i. Any insurance carrier providing insurance coverage hereunder shall be
28 admitted to the State of California and have an A.M. BEST rating of not

1 less than an A: VIII (A: 8) unless such requirements are waived, in
2 writing, by AUTHORITY Risk Manager. If AUTHORITY'S Risk
3 Manager waives a requirement for a particular insurer such waiver is only
4 valid for that specific insurer and only for one (1) policy term.

5 ii. CONTRACTOR'S insurance carrier(s) must declare its insurance
6 deductibles or self-insured retentions. If such deductibles or self-insured
7 retentions exceed \$500,000 per occurrence, such deductibles and/or
8 retentions shall have the prior written consent of AUTHORITY Risk
9 Manager before the commencement of operations under this
10 AGREEMENT. Upon notification of deductibles or self insured
11 retentions which are deemed unacceptable to AUTHORITY, at the
12 election of AUTHORITY'S Risk Manager, CONTRACTOR'S carriers
13 shall either; 1) reduce or eliminate such deductibles or self-insured
14 retentions as respects this AGREEMENT with AUTHORITY, or 2)
15 procure a bond which guarantees payment of losses and related
16 investigations, claims administration, defense costs and expenses.

17 iii. The CONTRACTOR shall cause its insurance carrier(s) to furnish
18 AUTHORITY with 1) a properly executed original Certificate(s) of
19 Insurance and certified original copies of endorsements effecting
20 coverage as required herein; or, 2) if requested to do so orally or in
21 writing by AUTHORITY Risk Manager, provide original certified copies
22 of policies including all endorsements and all attachments thereto,
23 showing such insurance is in full force and effect. Further, said
24 Certificate(s) and policies of insurance shall contain the covenant of the
25 insurance carrier(s) shall provide no less than thirty (30) days written
26 notice be given to AUTHORITY prior to any material modification or
27 cancellation of such insurance. In the event of a material modification or
28 cancellation of coverage, this AGREEMENT shall terminate forthwith,

1 unless AUTHORITY receives, prior to such effective date, another
2 properly executed original Certificate of Insurance and original copies of
3 endorsements or certified original policies, including all endorsements
4 and attachments thereto evidencing coverage and the insurance required
5 herein is in full force and effect. Individual(s) authorized by the
6 insurance carrier to do so on its behalf shall sign the original
7 endorsements for each policy and the Certificate of Insurance.
8 ***CONTRACTOR shall not commence operations until AUTHORITY***
9 ***has been furnished original Certificate(s) of Insurance and certified***
10 ***original copies of endorsements or policies of insurance including all***
11 ***endorsements and any and all other attachments as required in this***
12 ***Section.***

- 13 iv. It is understood and agreed by the parties hereto and CONTRACTOR'S
14 insurance company(s), that the Certificate(s) of Insurance and policies
15 shall so covenant and shall be construed as primary insurance, and
16 AUTHORITY'S insurance and/or deductibles and/or self-insured
17 retentions or self-insured programs shall not be construed as contributory.
- 18 v. If, during the term of this AGREEMENT or any extension thereof, there
19 is a material change in the scope of services or performance of work,
20 AUTHORITY reserves the right to adjust the types of insurance required
21 under this AGREEMENT and the monetary limits of liability for the
22 insurance coverage required herein, if, in AUTHORITY Risk Manager's
23 reasonable judgment, the amount or type of insurance carried by
24 CONTRACTOR has become inadequate. CONTRACTOR may
25 terminate this AGREEMENT if it deems that any increase in the amount
26 of insurance required herein is unreasonable.
- 27 vi. CONTRACTOR shall pass down the insurance obligations contained
28 herein to all tiers of subcontractors working under this AGREEMENT.

1 11. TERMINATION

- 2 a. AUTHORITY may, by written notice to CONTRACTOR, terminate this
3 AGREEMENT in whole or in part at any time, with or without cause. Such
4 termination may be for AUTHORITY'S convenience or because of
5 CONTRACTOR'S failure to perform its duties and obligations under this
6 AGREEMENT including, but not limited to, the failure of CONTRACTOR to
7 timely perform services.
- 8 b. Upon receipt of written Notice of Termination, CONTRACTOR shall
9 discontinue all affected services within seven (7) days of receipt of the notice,
10 unless otherwise directed by the notice, and deliver to AUTHORITY all data,
11 estimates, graphs, summaries, reports, and other related materials as may have
12 been prepared or accumulated by CONTRACTOR in performance of services,
13 whether completed or in progress.
- 14 c. If the termination is due to the failure of CONTRACTOR to fulfill its obligations
15 under this AGREEMENT, CONTRACTOR shall be compensated for those
16 services which have been completed and accepted by AUTHORITY. In such
17 case, AUTHORITY may take over the work and prosecute the same to
18 completion by contract or otherwise. Further, CONTRACTOR shall be liable to
19 AUTHORITY for any reasonable additional costs incurred by AUTHORITY to
20 revise work for which AUTHORITY has compensated CONTRACTOR under
21 this AGREEMENT. Following discontinuance of services, AUTHORITY may
22 arrange for a meeting with CONTRACTOR to determine what steps, if any,
23 CONTRACTOR can take to adequately fulfill its requirements under this
24 AGREEMENT. In its sole discretion, AUTHORITY'S representative may
25 propose an adjustment to the terms and conditions of the AGREEMENT,
26 including the contract price. Such contract adjustments, if accepted in writing by
27 both parties, shall become binding on CONTRACTOR and shall be performed as
28 part of this AGREEMENT. Termination of this AGREEMENT for cause may

1 be considered by AUTHORITY in determining whether to enter into future
2 agreements with CONTRACTOR.

- 3 d. The rights and remedies of the parties provided in this Section are in addition to
4 any other rights and remedies provided by law or under this Agreement.

5 12. CONFLICT OF INTEREST

- 6 a. CONTRACTOR shall have no interest and shall not acquire any interest, direct
7 or indirect, which will conflict in any manner or degree with the performance of
8 services required under this AGREEMENT.

9 13. DESIGNATED REPRESENTATIVES

- 10 a. The following individuals are designated as representatives of AUTHORITY and
11 CONTRACTOR respectively to act as liaison between the parties:

12 AUTHORITY

13 Pat Buckey
14 Housing Authority of the County of Riverside
15 5555 Arlington Avenue
16 Riverside, CA 92504-2506

CONTRACTOR

Deven Chudasama
Inland Presort and Mailing Services
2025 Park Avenue, Suite 7
Redlands, CA 92373

- 17 b. Any change in designated representatives shall be promptly reported to the other
18 party in order to ensure proper coordination.

19 14. ASSIGNMENT

- 20 a. This AGREEMENT shall not be assigned by CONTRACTOR, either in whole or
21 in part, without prior written consent of AUTHORITY. Any assignment or
22 purported assignment of this AGREEMENT by CONTRACTOR without the
23 prior written consent of AUTHORITY will be deemed void and of no force or
24 effect.

25 15. NONDISCRIMINATION

- 26 a. During the term of this AGREEMENT, CONTRACTOR agrees as follows:
27 i. CONTRACTOR will not discriminate against any employee or applicant
28 for employment because of race, color, religion, sex, or national origin.
CONTRACTOR will take affirmative action to ensure that applicants are

1 employed and that employees are treated during employment, without
2 regard to their race, color, religion, sex or national origin. Such action
3 shall include, but not be limited to, the following: employment, up-
4 grading, demotion, or transfer; recruitment or recruitment advertising;
5 layoff or termination; rates of pay or other forms of compensation; and
6 selection for training, including apprenticeship. CONTRACTOR agrees
7 to post in a conspicuous place, available to employees and applicants for
8 employment, notices to be provided by the County setting forth the
9 provisions of this non-discriminating clause.

- 10 ii. CONTRACTOR will ensure that all qualified applicants will receive
11 consideration for employment without regard to race, color, religion, sex,
12 or national origin.

13 16. ALTERATION

- 14 a. No alteration or variation of the terms of this AGREEMENT shall be valid
15 unless made in writing and signed by the parties hereto, and no oral
16 understanding or agreement not incorporated herein shall be binding on any of
17 the parties hereto.

18 17. LICENSE AND CERTIFICATION

- 19 a. CONTRACTOR verifies upon execution of this AGREEMENT possession of a
20 current and valid license in compliance with any local, state, and federal laws
21 and regulations relative to the scope of services to be performed and that
22 services(s) will be performed by properly trained and licensed staff.

23 18. CONFIDENTIALITY

- 24 a. CONTRACTOR shall observe all federal, state, local and AUTHORITY
25 regulations concerning confidentiality of records. CONTRACTOR shall refer all
26 requests for information to AUTHORITY.

27 19. WORK PRODUCT

- 28 a. All documents, reports, preliminary findings, or data assembled or compiled by

1 CONTRACTOR under this AGREEMENT shall become the property of
2 AUTHORITY upon creation. AUTHORITY reserves the right to authorize
3 others to use or reproduce such materials. Therefore, such materials shall not be
4 circulated in whole or in part, nor released to the public, without the direct
5 authorization of AUTHORITY Director or an authorized designee.

6 20. JURISDICTION, VENUE, ATTORNEY'S FEES

- 7 a. This AGREEMENT is to be construed under the laws of the State of California.
8 The parties agree to the jurisdiction and venue of the appropriate courts in the
9 County of Riverside, State of California. Should action be brought to enforce or
10 interpret the provisions of this AGREEMENT, the prevailing party shall be
11 entitled to attorney's fees in addition to whatever other relief is granted.

12 21. WAIVER

- 13 a. Any waiver by AUTHORITY of any breach of any one (1) or more of the terms
14 of this AGREEMENT shall not be construed to be a waiver of any subsequent or
15 other breach of the same or of any other term thereof. Failure on the part of
16 AUTHORITY to require exact, full and complete compliance with any terms of
17 this AGREEMENT shall not be construed as in any manner changing the terms
18 hereof or estopping AUTHORITY from enforcement hereof.

19 22. SEVERABILITY

- 20 a. If any provision in this AGREEMENT is held by a court of competent
21 jurisdiction to be invalid, void or unenforceable, the remaining provisions will
22 nevertheless continue in full force without being impaired or invalidated in any
23 way.

24 23. ENTIRE AGREEMENT

- 25 a. This AGREEMENT is intended by the parties hereto as a final expression of
26 their understanding with respect to the subject matter hereof, and all prior or
27 contemporaneous agreements of any kind or nature relating to the same shall be
28 deemed to be merged herein. Any modifications to the terms of this

1 AGREEMENT must be in writing and signed by the parties herein.

2 24. NOTICES

- 3 a. All correspondence and notices required or contemplated by this AGREEMENT
4 shall be delivered to the respective parties at the addresses set forth below and
5 are deemed submitted one (1) day after their deposit in the United States Mail,
6 postage prepaid:

7 AUTHORITY

8 Pat Buckey
9 Housing Authority of the County of Riverside
10 5555 Arlington Avenue
11 Riverside, CA 92504-2506

CONTRACTOR

Deven Chudasama
Inland Presort and Mailing Services
2025 Park Avenue, Suite 7
Redlands, CA 92373

12 25. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE
13 AGREEMENTS

- 14 a. The payments that the CONTRACTOR receives from AUTHORITY for the
15 above stated contract are federally appropriated funds.
- 16 b. Acting on the behalf of the above named CONTRACTOR of the AUTHORITY,
17 as its Authorized Official, I make the following certifications to the
18 AUTHORITY.
- 19 i. No Federal appropriated funds have been paid or will be paid, by or on
20 behalf of the Undersigned, to any person for influencing or attempting to
21 influence an officer or employee of any authority or a Member of
22 Congress in connection with the awarding of any Federal contract, the
23 making of any Federal grant, the making of any Federal loan, the entering
24 into of any cooperative agreement, or the extension, continuation,
25 renewal, amendment or modification of any Federal contract, grant, loan,
26 or cooperative agreement.
- 27 ii. This certification is a material representation of fact upon which reliance
28 was placed when this transaction was made or entered into. Submission
of this certification is a prerequisite for making or entering into this

1 transaction imposed by Section 13.52. Title 31, U.S. Code. Any person
2 who fails to file the required certification shall be subject to civil penalty
3 of not less than \$10,000 and not more than \$100,000 for each such
4 failure.

5 iii. By signing this contract, CONTRACTOR certifies under penalty of
6 perjury that the foregoing is true and correct.

7 26. RECORDS RETENTION CLAUSE

8 a. CONTRACTOR shall maintain and keep books and records on a current basis,
9 recording all transactions pertaining to this AGREEMENT in a form in
10 accordance with generally acceptable accounting principles. Said books and
11 records shall be made available to the County, the State of California, and the
12 Federal Government and to any authorized representatives thereof for purposes
13 of audit at all reasonable times and places. All such books and records shall be
14 retained for such periods of time as required by law, provided, however,
15 notwithstanding any shorter periods of retention, all books, records, and
16 supporting detail shall be retained for a period of at least three years after the
17 expiration of the term of this AGREEMENT.

18 27. AUTHORITY TO EXECUTE

19 a. The persons executing this AGREEMENT on behalf of the parties warrant and
20 represent that they have the authority to execute this AGREEMENT on behalf of
21 each respective party and further warrant and represent that they have the
22 authority to bind each respective party to the performance of its obligation
23 hereunder.

24 28. SUBCONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S
25 BUSINESS ENTERPRISE, AND LABOR SURPLUS AREA FIRMS

26 a. CONTRACTOR shall ensure that, whenever possible, subcontracts are awarded
27 to small business firms, minority firms, women's business enterprises, and labor
28 surplus area firms.

1 IN WITNESS WHEREOF, the parties hereto have caused their duly representatives to execute
2 this AGREEMENT.

3 DATED: _____
4

5 Housing Authority of the County of Inland Presort and Mailing Services
6 Riverside
7
8

9 _____
10 Marion Ashley
11 Chairman, Board of Commissioners

10 _____
11 Nick Chudasama
12 President

12 ATTEST:

13 Kecia Harper-Ihem, Clerk of the Board
14
15

16 _____
17 Deputy
18

18 APPROVED AS TO FORM:
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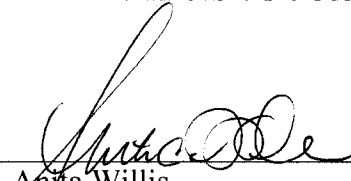
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22 Anita Willis
23 Authority Counsel
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EXHIBIT "A"

Rate Sheet for mail presort services for
Housing Authority of the County of Riverside

First Class Letters					
Weight (ounces) Not over	Full Rate	Work share Rate	Metering Fee	Sort Fee	Fold & Stuff Fee
1	\$0.44	\$0.414	\$0.015	\$0.007	\$0.035
2	\$0.61	\$0.507	\$0.015	\$0.007	
3	\$0.78	\$0.632	\$0.015	\$0.007	
4	\$0.95	\$0.757	\$0.015	\$0.007	

First Class FLATS (9x12 and larger)				
Weight (ounces) Not over	Full Rate	Work share Rate	Metering Fee	Sort Fee
1	\$0.88	\$0.38	\$0.025	\$0.377
2	\$1.05	\$0.55	\$0.025	\$0.377
3	\$1.22	\$0.72	\$0.025	\$0.377
4	\$1.39	\$0.89	\$0.025	\$0.377
5	\$1.56	\$1.06	\$0.025	\$0.377
6	\$1.73	\$1.23	\$0.025	\$0.377
7	\$1.90	\$1.40	\$0.025	\$0.377

EXHIBIT "B"

Sample Pick up slip

PROGRAM	# of LETTERS	# of FLATS	# of Fold & Stuff
Section 8			
HPRP			
NSP			
Fiscal/Procurement/Admin			
Public Housing (PO#13629)			
OTHER (as requested by AUTHORITY)			

Sample Billing Format

PROGRAM	Quantity	Postage	Meter/Sort Fee	Fold and Sort
1	Section 8 – Letters			
	Section 8 – Flats			
	Stuff and Fold			
2	HPRP – Letters			
	HPRP – Flats			
3	NSP – Letters			
	NSP – Flats			
4	Fiscal/Procure/Admin – Letters			
	Fiscal/Procure/Admin – Flats			
5	Public Housing – Letters			
	Public Housing – Flats			
6	– Letters			
	– Flats			