

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

664 A



October 22, 2015

**FROM:** Housing Authority

**SUBJECT:** Copier Lease and Maintenance Services at the Housing Authority of the County of Riverside – Approve and Accept Highest Rated Proposal and Approve Contract for Copier Lease and Maintenance Services with SEMA, Inc. dba Cell Business Equipment, Five Years, [\$100,680], Housing Authority Public Housing Funds 10%, Housing Authority Low and Moderate Income Housing Asset Fund 20%, Housing Authority Central Office Cost Center Funds 10%, Housing Authority Section 8 Funds 60%; CEQA Exempt, All Districts

**RECOMMENDED MOTION:** That the Board of Commissioners:

1. Find that the project is exempt under the California Environmental Quality Act (CEQA) State Guidelines Section 15301 and 15061(b)(3);
2. Approve and accept the highest rated proposal by SEMA, Inc. dba Cell Business Equipment (SEMA) to the Housing Authority of the County of Riverside (HACR) as the most responsive and responsible proposer for the lease and maintenance service of five copiers for an initial 1 year term with 4 options to renew for 1 year periods each (\$20,136 per year cost) for a total aggregate contract amount of \$100,680;

(Continued)

Robert Field  
Executive Director

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 20,136	\$ 20,136	\$ 100,680	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Housing Authority Public Housing Funds 10%, Housing Authority Low and Moderate Income Housing Asset Funds 20%, Housing Authority Central Office Cost Center Funds 10%, Housing Authority Section 8 Funds 60%

**Budget Adjustment:** No

**For Fiscal Year:** 2015/16-2019/20

**C.E.O. RECOMMENDATION:**

APPROVE

BY:   
Rohini Dasika

County Executive Office Signature

**MINUTES OF THE HOUSING AUTHORITY BOARD OF COMMISSIONERS**

FORM APPROVED COUNTY COUNSEL 10/15/15  
BY: GREGORY P. PRIAMOS DATE

FISCAL PROCEDURES APPROVED  
PAUL-ANGULO, CPA, AUDITOR-CONTROLLER  
BY: Susana Garcia-Bocanegra 10/22/15  
Departmental Concurrence

- A-30
- 4/5
- Vote
- Positions Added
- Change Order

Prev. Agn. Ref.: N/A      District: All      Agenda Number:

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

Housing Authority

**FORM 11:** Copier Lease and Maintenance Services at the Housing Authority of the County of Riverside – Approve and Accept Highest Rated Proposal and Approve Contract for Copier Lease and Maintenance Services with SEMA, Inc. dba Cell Business Equipment, Five Years, [\$100,680], Housing Authority Public Housing Funds 10%, Housing Authority Low and Moderate Income Housing Asset Fund 20%, Housing Authority Central Office Cost Center Funds 10%, Housing Authority Section 8 Funds 60%; CEQA Exempt, All Districts

**DATE:** October 22, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Contract for Copier Lease and Maintenance Service (Agreement) between the Housing Authority and SEMA, Inc. dba as Cell Business Equipment (SEMA) for an initial one year term with four additional options to renew for one year periods each, for a total of five years and for a total contract amount of \$100,680;
4. Authorize the Chairman of the Board to sign the attached Agreement;
5. Authorize the Executive Director, or designee, to take the necessary steps to implement the Agreement including, but not limited to, signing subsequent essential and relevant documents, and exercising the renewal options based on the availability of fiscal funding, subject to approval by County Counsel; and
6. Direct Housing Authority staff to file the Notice of Exemption with the Clerk of the Board within five working days.

**BACKGROUND:**

**Summary**

The Housing Authority of the County of Riverside (Housing Authority) is required by the U.S. Department of Housing and Urban Development (HUD) to provide numerous letters, legal notices, copies of agreements and other important documents to its clients every month.

The Housing Authority advertised a Request for Proposals (RFP) for copier lease and maintenance services with a closing date of April 13, 2015. The copier lease and maintenance service set forth in the RFP included the lease and complete maintenance of five (5) printer/copiers. This service is essential to replace the Housing Authority's aging copy machines that have reached their end-of-life cycle. The Housing Authority received five proposals. After a careful review of all proposals, Housing Authority staff determined that SEMA, Inc., a California corporation, (SEMA) was the highest rated proposer.

Housing Authority staff recommends that the Board of Commissioners (BOC) approve and accept the highest rated proposal submitted by SEMA as the most responsible and responsive proposer for the provision of copier lease and maintenance services. Housing Authority staff also recommends that the BOC approve the attached proposed Contract for Copier Lease and Maintenance Services (Contract) to be entered into between Housing Authority and SEMA. The proposed Contract is for an initial 1 year term with 4 options to renew for 1 year periods each, (\$20,136 per year) for a total contract amount of \$100,680.

The proposed Contract with SEMA, was reviewed and determined to be exempt from the California Environmental Quality Act (CEQA) pursuant to State CEQA Guidelines Section 15061(b)(3), Common Sense, General Rule Exemption and Section 15301, Class 1, Existing Facilities Exemption. The project relates to the provision of copier lease and maintenance services at the Housing Authority's main office that would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301.

(Continued)

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

Housing Authority

**FORM 11:** Copier Lease and Maintenance Services at the Housing Authority of the County of Riverside – Approve and Accept Highest Rated Proposal and Approve Contract for Copier Lease and Maintenance Services with SEMA, Inc. dba Cell Business Equipment, Five Years, [\$100,680], Housing Authority Public Housing Funds 10%, Housing Authority Low and Moderate Income Housing Asset Fund 20%, Housing Authority Central Office Cost Center Funds 10%, Housing Authority Section 8 Funds 60%; CEQA Exempt, All Districts

**DATE:** October 22, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

Further, the Contract is also exempt under the Common Sense Exemption of State CEQA Guidelines Section 15061(b)(3) in that it can be seen with certainty that there is no possibility that the Contract may have a significant effect on the environment, as the copier lease and maintenance services will not expand the existing use of the Housing Authority's main office and will not lead to any direct or reasonably indirect physical environmental impacts.

Housing Authority staff will file a Notice of Exemption with the Clerk of the Board within five working days after the approval of the proposed Contract.

Housing Authority staff recommends approval of the attached proposed Contract. County Counsel has reviewed and approved the Agreement as to form.

**Impact on Citizens and Businesses**

Approving this item will have a positive impact on the citizens and businesses of Riverside County. This service to replace aging copy machines that have reached their end-of-life cycle will enable the Housing Authority to continue to meet its requirements with regard to sending notices to its various clients.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the County's General Fund; the County's contribution to this service will be fully funded through HUD Public Housing Operating Funds, LMIHAF Funds, COCC Funds and Section 8 Funds.

**Contract History and Price Reasonableness**

The Housing Authority advertised a Request for Proposals (RFP) No. 2015-005 with a proposal due date of April 13, 2015. The Housing Authority received and evaluated five proposals. SEMA, Inc. dba as Cell Business Equipment was the highest rated proposer that responded to the solicitation. The cost proposed by the highest rated proposer at \$20,136 per year (\$100,680 aggregate over 5 years) compares well with the other proposed amounts and is deemed to be appropriate, fair and reasonable.

**Attachments:**

- Contract for Copier Lease and Maintenance Services (3)
- Notice of Exemption
- H11 Approval Notice



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
To be completed for all departmental purchases of IT systems, services or renewals

PR2015-02768  
Tracking Number for  
Internal Use Only

5/28

<b>REQUESTED PURCHASE:</b> COPIER LEASE & MAINTENANCE SERVICE FOR HOUSING AUTHORITY, EDA	
<b>DEPARTMENT/AGENCY:</b> HOUSING AUTHORITY, EDA	
<b>CONTACT NAME/PHONE:</b> GEORGE ELISEO 951-343-5481 HEIDI MARSHALL 951-343-5409	
<b>PURCHASE REQUEST:</b> <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT	
<b>PURCHASE TYPE:</b> <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
<b>DESCRIBE REQUESTED PURCHASE</b>	Five (5) MFS printer/copiers. Lease only (not a purchase) also includes comprehensive maintenance service. To replace the same number of leased printer/copiers at the end of their service life. All machines replace similar models and meet County minimum specs.
<b>BUSINESS NEEDS ADDRESSED</b>	For all Housing Authority of the County of Riverside (HACR) staff.  The Housing Authority of the County of Riverside (HACR) is a public entity that was formed in 1942 to provide federally subsidized housing and housing assistance to low-income families within the County of Riverside. Currently, the HACR maintains an inventory of 469 public housing units, 17 revenue bond-financed rental housing units, and 77 farm worker apartment units. The HACR also administers approximately 8,522 Tenant-Based Section 8 Vouchers. The HACR currently has approximately 150 employees.  The HACR is a committed partner in the community's effort to revitalize neighborhoods and foster economic development, as well as to provide quality, affordable housing.
<b>ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?</b>	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
<b>BUSINESS CRITICALITY</b> <input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<b>BUSINESS IMPACT (SELECT ALL THAT APPLY)</b> <input checked="" type="checkbox"/> Support current operations <input checked="" type="checkbox"/> Reduce Expenses <input checked="" type="checkbox"/> Improve Customer Service <input checked="" type="checkbox"/> Improve Operational Efficiencies
<b>BUSINESS RISKS</b>	N/A
<b>ALTERNATIVE SOLUTIONS</b>	N/A
<b>TRANSACTION</b>	<input type="checkbox"/> Cash Purchase <input checked="" type="checkbox"/> Lease Purchase Lease Years: 5



**RIVERSIDE COUNTY INFORMATION TECHNOLOGY PROCUREMENT FORM**  
 To be completed for all departmental purchases of IT systems, services or renewals

Tracking Number for Internal Use Only

<b>LEASE PURCHASE COSTS</b> Hardware: \$ 50,280.  Maint.: \$50,400.  <b>Total Cost (5 years):</b> <b>\$100,680.</b>	<b>COST BENEFIT ANALYSIS</b>	
	<b>CURRENT COSTS</b>	<b>NEW COSTS</b>
	Implementation	
	One-time (i.e., upgrades)	
	Ongoing (i.e., maintenance)	
	Other	

<b>ACCOUNTING STRING - Completed by transitioned Departments Only</b>							
Used for pass-thru purchases processed by RCIT							
% Billed	Account (6 digits)	Fund (5 digits)	Dept. ID (6 - 10 digits)	Program (5 digits)	Class (5 digits)	Grant (9 digits)	Customer Project Code (10 digits)

<b>Departmental Fiscal Review (Optional):</b>	<b>Date:</b>
Department Head Signature: <i>[Signature]</i> (or authorized designee)	Date: 5/27/2015

<b>RCIT RECOMMENDATION – for purchases and renewals under \$100,000</b>	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No (Purchases that are not recommended will be reviewed by TSOC upon request)	
By: <i>[Signature]</i>	Date: 6/1/15
Chief Information Officer Signature: <i>[Signature]</i>	Date: 6/2/15

<b>RCIT explanation for purchases that are not recommended:</b>

<b>TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals</b>	
Recommended: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
TSOC Chair Signature: <i>[Signature]</i>	Date: 6/4/15

# HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

## RFP 2015-005 Copier Lease and Maintenance Service - Evaluation Average Sheet

Date: 5/11/2015

Prepared by: George Eliseo

Project Location: HACR

Project Description: Copier Lease & Maintenance Service

Scope of Work: Provide Lease and Maintenance service for 5 MFS Copiers

Evaluation Chart:

Copier Lease & Maint. Service	CBE	Image Source	Konica Minolta	Officenet	Ricoh
Evaluator 1 (Subjective)	56/65	48/65	53/65	50/65	19/65
Evaluator 2 (Subjective)	54/65	51/65	44/65	41/65	43/65
Evaluator 3 (Subjective)	56/65	54/65	36/65	57/65	31/65
Subj. Total Score	166/195 (85%)	153/195 (78%)	133/195 (68%)	148/195 (75%)	93/195 (47%)
Subj. Average Score	55.33	51	44.33	49.33	31
Contracting Officer Evaluation (Objective)	33/35	35/35	23/35	20/35	19/35
Total Final Score	199/230 (87%)	188/230 (82%)	156/230 (68%)	168/230 (73%)	112/230 (49%)

**Award:** Per RFP Evaluation Requirements, the service is awarded to: **CBE @ 199 total points out of 230.**



# HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

**Price Comparison Chart:**

Proposer	Lease Fee Amount	Maint. Fee Amount	Total Annual Fee	Comparison all fees with the low fee	Available Points	Deducted Amount	Total Points	Awarded Points
CBE	\$10,056.00	\$10,080.00	\$20,136.00	98.18%	35	1.82	33.18	33
Image Source	\$9504.84	\$10,266.00	\$19,770.84	---	35	0.0	35.0	35
Konica Minolta	\$11,446.25	\$10,898.40	\$22,344.65	88.48%	35	11.52	23.48	23
Officenet	\$11,736.00	\$11,466.00	\$23,202.00	85.21%	35	14.79	20.21	20
Ricoh	\$14,304.72	\$9126.00	\$23,430.72	84.37%	35	15.63	19.37	19

NOTE: All comparisons were made using only the prices indicated by each Proposer in Section E (Specified Billing).

To account for price differences due to varying amounts of B&W copies and color copies submitted by each Proposer, the following changes were made to keep all amounts standard and consistent:

Unit #1: The price for 100K B&W copies only was used for comparison, (one Proposer used 105K).

Unit #2: For the color copier, the price for 25K B&W copies only was used for comparison, (numerous Proposers used different amounts of color and B&W copies 20K B&W plus 5K color etc.).

Unit #3: The price for 20K B&W copies only was used for comparison, (one Proposer used 25K).

We are grateful for your interest in doing business with the Housing Authority. Please feel free to contact me with any questions or concerns.

George Eliseo, Contracting Coordinator

(951) 343-5481



## NOTICE OF EXEMPTION

October 28, 2015

**Project Name:** Copier Lease and Maintenance Service for Five (5) Copiers

**Project Number:** 2015-005

**Project Location:** 5555 Arlington Avenue, Riverside, California 92504

**Description of Project:** The Housing Authority of the County of Riverside (HACR) owns, operates and maintains the Housing Authority Main Office at 5555 Arlington Avenue, Riverside, CA. The Housing Authority is required by the U.S. Department of Housing and Urban Development (HUD) to provide numerous letters, legal notices, copies of agreements and other important documents to its clients every month. The existing copier/printers in use have reached the end of their life-cycle and must be replaced. Any existing impacts related to noise, traffic, or utilities will remain similar to existing conditions.

**Name of Public Agency Approving Project:** Housing Authority of the County of Riverside, Economic Development Agency

**Name of Person or Agency Carrying Out Project:** Housing Authority of the County of Riverside

**Exempt Status:** California Environmental Quality Act (CEQA) Guidelines, Section 15301, Existing Facilities and Section 15061 (b) (3), General Rule Exemption.

**Reasons Why Project is Exempt:** The project is exempt from the provisions of CEQA specifically by the State CEQA Guidelines as identified below. The project relates to the provision of the leasing and maintenance service of 5 printer/copiers at the Housing Authority's main office that would involve no expansion of use beyond that previously existing and is therefore exempt under State CEQA Guidelines Section 15301 Class 1, Existing Facilities Exemption and Section 15061(b)(3), Common Sense, General Rule Exemption. The project will not cause any impacts to scenic resources, historic resources, or unique sensitive biological environments. Further, no unusual circumstances or potential cumulative impacts would occur that may reasonably create an environmental impact. The lease and maintenance of 5 copier/printers at the Housing Authority's main office will not have an effect on the environment and no significant physical environmental impacts are anticipated to occur.

- Section 15301 – Class 1 Existing Facilities Exemption. This exemption includes the operation, repair, maintenance, leasing, or minor alteration of existing public or private structures or facilities, provided the

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Redevelopment Agency  
Workforce Development



exemption only involves negligible or no expansion of the previous site's use. The project as proposed is the provision of the lease and maintenance services of 5 copier/printers at the Housing Authority's main office and would not result in any significant physical impacts related to air quality, traffic, noise, biological or historic resources, or any other potential physical environmental impacts. Therefore, the project meets the scope and intent of the Class 1 Exemption.

- Section 15061 – General Rule or “Common Sense” Exemption. The State CEQA Guidelines provides this exemption based upon the general rule that CEQA only applies to projects with the potential to cause a significant effect on the environment. With certainty, there is no possibility that the proposed project may have a significant effect on the environment. The provision of copier lease and maintenance services at the Housing Authority's already existing main office will not have an effect on the environment. The copier lease and maintenance service will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and the copier lease and maintenance service will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

Based upon the identified exemptions above, the County of Riverside, Economic Development Agency hereby concludes that no physical environmental impacts are anticipated to occur and the project as proposed is exempt under CEQA. No further environmental analysis is warranted.

**Signed:** \_\_\_\_\_ **Date:** \_\_\_\_\_

Heidi Marshall, Deputy Executive Director  
County of Riverside, Economic Development Agency

1 **CONTRACT FOR COPIER LEASE AND MAINTENANCE SERVICE**  
2 **BY AND BETWEEN**  
3 **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
4 **AND SEMA, INC.**

5  
6 This CONTRACT FOR COPIER LEASE AND MAINTENANCE SERVICE  
7 (“Contract”) is made by and between the **HOUSING AUTHORITY OF THE COUNTY OF**  
8 **RIVERSIDE**, a public entity corporate and politic ("AUTHORITY") and **SEMA, INC. dba**  
9 **CELL BUSINESS EQUIPMENT or CBE**, a California corporation, ("CONTRACTOR") or  
10 (“CBE”). AUTHORITY and CONTRACTOR are collectively referred to herein as the  
11 “Parties.”

12 **RECITALS**

13 **WHEREAS**, AUTHORITY is a Housing Authority duly created, established  
14 and authorized to transact business and exercise its powers, all under and pursuant to the  
15 provision of the Housing Authorities Law which is Part 2 of Division 24 of the California  
16 Health and Safety Code commencing with Section 34200 et seq.;

17 **WHEREAS**, pursuant to the Housing Authorities Law, AUTHORITY is  
18 authorized to make and execute contracts and other instruments necessary or convenient to  
19 exercise its powers;

20 **WHEREAS**, CONTRACTOR was the successful bidder in connection with the  
21 AUTHORITY’s Request for Proposal No. 2015-005 for Copier Lease and Maintenance  
22 services dated April 13, 2015 incorporated herein by this reference (“RFP No. 2015-005”); and

23 **WHEREAS**, CONTRACTOR has the expertise, special skills, knowledge and  
24 experience to perform the duties set out herein and in the RFP No. 2015-005, and agrees to  
25 provide such services to AUTHORITY.

26 **NOW THEREFORE**, in consideration of the mutual covenants contained  
27 herein, the Parties hereto agree as follows:  
28

1           1.     DESCRIPTION OF SERVICES. CONTRACTOR shall furnish all labor,  
2 material and equipment as outlined and specified in (i) **Exhibit “A”**, attached hereto and  
3 incorporated herein by this reference, (ii) RFP No. 2015-005; and (iii) CONTRACTOR’s  
4 proposal submitted to the AUTHORITY on April 13, 2015 in connection with RFP No. 2015-  
5 005 which is incorporated herein by this reference (collectively, “Copier Lease and  
6 Maintenance services” or “services”).

7           1.1     CONTRACTOR shall, as required by applicable code, law or regulation,  
8 provide all Copier Lease and Maintenance services, including but not limited to, leasing,  
9 installing and maintaining the five (5) Multi-Function System (hereafter MFS) printer/copiers  
10 listed in Exhibit “E” attached hereto and incorporated herein by this reference, for the  
11 AUTHORITY at the following locations: (i) HACR Main Office located at 5555 Arlington  
12 Street, Riverside, California 92504 (four (4) MFS printer/copiers shall be leased, installed and  
13 maintained at this location as required herein), and (ii) Workforce Development Centre located at  
14 44-199 Monroe Street Suite B, Indio, CA 92201; (one (1) MFS printer/copier shall be leased,  
15 installed and maintained at this location as required herein).

16           1.2     CONTRACTOR affirms this it is fully apprised of all of the work to be  
17 performed under this Contract and CONTRACTOR agrees it can properly perform this work;

18           1.3     Acceptance by the AUTHORITY of CONTRACTOR’s performance  
19 under this Contract does not operate as a release of CONTRACTOR’s responsibility for full  
20 compliance with the terms of this Contract.

21           1.4     CONTRACTOR represents and maintains that it is skilled in the  
22 professional calling necessary to perform all services, duties and obligations required by this  
23 Contract and Exhibit “A” and Exhibit “E” to fully and adequately provide all services and the  
24 AUTHORITY relies upon this representation. CONTRACTOR shall perform the services and  
25 duties in conformance to and consistent with the standards generally recognized as being  
26 employed by professionals in the same discipline in the State of California. CONTRACTOR  
27 further represents and warrants to the AUTHORITY that it has all licenses, permits,  
28 qualifications and approvals of whatever nature that are legally required to practice its

1 profession. CONTRACTOR further represents that it shall keep all such licenses and approvals  
2 in effect during the term of this Contract.

3 2. PERIOD OF PERFORMANCE. The term of this Contract shall commence on  
4 the Effective Date (defined below) and continue in effect until **June 30, 2016**, unless earlier  
5 terminated pursuant to paragraph 13 below (“Term”). The term “Effective Date” as used herein  
6 shall mean the date the Parties execute this Contract. If the Parties execute this Contract on  
7 more than one date, then the last date this Contract is executed by a party shall be the Effective  
8 Date.

9 2.1 Extension. Upon mutual written agreement, the AUTHORITY and  
10 CONTRACTOR may extend this Contract for **four (4) additional consecutive one (1) year**  
11 **periods**. The exercise of each extension must be first approved in writing by the AUTHORITY  
12 and memorialized in a written amendment to this Contract executed by the Parties hereto. The  
13 cumulative period of performance under this Contract (including the initial Term) shall not  
14 exceed a total **five (5) years with a completion/termination date of June 30, 2020**. All  
15 applicable indemnification provisions in this Contract shall survive the termination of this  
16 Contract.

17 3. COMPENSATION/PAYMENT.

18 3.1 The AUTHORITY will compensate CONTRACTOR for all services  
19 rendered products provided and costs and expenses incurred for the Copier Lease and  
20 Maintenance Service as provided pursuant to this Contract. All employee wages paid pursuant  
21 to and/or in connection with this Contract are subject to U.S. Department of Labor Service  
22 Contract Act Wage Determination No.: 2005-2053, Revision No. 18, 12/22/2014.

23 3.2 The maximum total amount of compensation paid to the CONTRACTOR  
24 by the AUTHORITY pursuant to this Contract during the initial Term shall not exceed the sum  
25 of **Twenty Thousand One Hundred and Thirty-Six Dollars (\$20,136.00)**, not including copy  
26 overage fees (also known as “per click” fees, which shall not exceed a total of \$10,000 per year)  
27 incurred, if any, during this Term. AUTHORITY shall not be required to pay more than  
28 \$10,000.00 in “overage/per click” fees per year. For clarification purposes, the annual costs paid

1 to CONTRACTOR by AUTHORITY pursuant to this Contract are comprised of the following:  
2 **Ten Thousand and Fifty-Six Dollars (\$10,056.00)** for lease of the five (5) MFS printer/copiers  
3 listed in Exhibit "E" and **Ten Thousand and Eighty Dollars (\$10,080.00)** for all copy and  
4 maintenance services as further described in Exhibit "E." In the event the Parties extend the  
5 Term pursuant to Section 2.1 above, the maximum total amount of compensation paid to the  
6 CONTRACTOR by the AUTHORITY pursuant to this Contract during any one year extension  
7 period shall not exceed the sum of **Twenty Thousand One Hundred and Thirty-Six Dollars**  
8 **(\$20,136.00)**, including any expenses per year, other than "overage/per click" fees that shall not  
9 exceed a maximum total of \$10,000 per year. The total amount of compensation paid by  
10 AUTHORITY to CONTRACTOR during the initial Term, plus any AUTHORITY approved  
11 extensions, for the Copier Lease and Maintenance services, shall not exceed the sum of One  
12 Hundred Thousand Six Hundred and Eighty Dollars (\$100,680.00) including all expenses other  
13 than "overage/per click" fees that shall not exceed a maximum total of \$10,000 per year. The  
14 AUTHORITY is not responsible for any fees or costs above or beyond the contracted amount  
15 and shall have no obligation to purchase any specified amount of services or products, unless  
16 agreed to by the AUTHORITY in writing. AUTHORITY shall not be required to pay more than  
17 a maximum total amount of \$10,000 for all "overage/per click" fees in any one year period.

18           3.3     CONTRACTOR shall invoice the AUTHORITY for all services rendered  
19 as identified in Exhibits "A" and "E" attached hereto. AUTHORITY shall pay the invoice  
20 within thirty (30) calendar days from the date of receipt of the invoice. AUTHORITY shall not  
21 be liable for any interest or late charges in the performance of this Contract.

22           3.4     AUTHORITY will pay any "overage/per click" fees incurred, if any, at  
23 the rates set forth in Exhibit "E" on a quarterly basis, provided such fees do not exceed the total  
24 amount set forth in Sections 3.2. CONTRACTOR will invoice AUTHORITY separately for  
25 such overage fees.

26           3.5     The AUTHORITY's obligation for payment of this Contract beyond the  
27 current fiscal year end is contingent upon and limited by the availability of AUTHORITY  
28 funding from which payment can be made. No legal liability on the part of the AUTHORITY

1 shall arise for payment beyond June 30 of each calendar year unless funds are made available  
2 for such payment. In the event that such funds are not forthcoming for any reason,  
3 AUTHORITY shall immediately notify CONTRACTOR in writing, and this Contract shall be  
4 deemed terminated and have no further force and effect.

5 4. ADDITIONAL SERVICES. The CONTRACTOR shall not perform any  
6 additional services or incur additional expenses, outside of this Contract, without first receiving  
7 the express written consent to proceed from the AUTHORITY in the form of an amendment to  
8 this Contract.

9 5. AMENDMENTS TO WORK PROGRAM. The Deputy Executive Director of  
10 AUTHORITY is authorized, in his/her sole and absolute discretion, to approve and execute  
11 changes to the Contract to the extent such changes do not cause the total Contract to exceed  
12 \$75,000. The Parties acknowledge and agree that the current total Contract amount already  
13 exceeds \$75,000. Such changes shall be mutually agreed upon by and between the Deputy  
14 Executive Director and CONTRACTOR and shall be incorporated in written amendments to  
15 this Contract.

16 6. INSPECTION OF SERVICES. All performances under this Contract shall be  
17 subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate  
18 cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's  
19 conformity with the terms of this Contract. If any services performed or products provided by  
20 CONTRACTOR are not in conformance with the terms of this Contract or RFP No. 2015-005,  
21 the AUTHORITY shall have the right to require CONTRACTOR to perform the services or  
22 provide the products in conformance with the terms of this Contract and/or RFP No. 2015-005  
23 at no additional cost to the AUTHORITY. When the services to be performed or the products  
24 to be provided are of such nature that the difference cannot be corrected, the AUTHORITY  
25 shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to  
26 ensure future performance in conformity with the terms of this Contract; and/or (2) if  
27 applicable, reduce the Contract price to reflect the reduced value of the services performed or  
28 products provided. The AUTHORITY may also terminate this Contract for default and charge



1 to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's  
2 failure to perform.

3 CONTRACTOR shall establish adequate procedures for self-monitoring to ensure  
4 proper performance under this Contract; and shall permit An AUTHORITY representative to  
5 monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time  
6 upon reasonable notice to CONTRACTOR.

7 7. INDEPENDENT CONTRACTOR. CONTRACTOR is, for purposes relating to  
8 this Contract, an independent contractor and shall not be deemed an employee of the  
9 AUTHORITY. It is expressly understood and agreed that CONTRACTOR (including its  
10 employees, agents and subcontractors) shall in no event be entitled to any benefits to which  
11 AUTHORITY employees are entitled, including but not limited to overtime, any retirement  
12 benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall  
13 be no employer-employee relationship between the Parties; and CONTRACTOR shall hold  
14 AUTHORITY harmless from any and all claims that may be made against AUTHORITY based  
15 upon any contention by a third party that an employer-employee relationship exists by reason of  
16 this Contract. It is further understood and agreed by the Parties that CONTRACTOR in the  
17 performance of this Contract is subject to the control or direction of AUTHORITY merely as to  
18 the results to be accomplished and not as to the means and methods for accomplishing the  
19 results.

20 8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by  
21 CONTRACTOR with any other party for furnishing any of the work or services under this  
22 Contract without the prior written approval of the AUTHORITY; but this provision shall not  
23 require the approval of contracts of employment between CONTRACTOR and personnel  
24 assigned under this Contract, or for Parties named in RFP No. 2015-005 and agreed to under this  
25 Contract.

26 9. SERVICE-CONTRACT ACT. For all service contracts in excess of \$2,500,  
27 whose principal purpose of which is to furnish services through the use of "service employees",  
28 both Parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.

1 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended  
2 (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR  
3 Parts 4, 6, 8, and 1925).

4 10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the  
5 AUTHORITY, County of Riverside, their respective Agencies, Districts, Special Districts and  
6 Departments, and their respective directors, officers, Board of Supervisors, Board of  
7 Commissioners, elected and appointed officials, employees, agents and representatives  
8 (individually and collectively hereinafter referred to as Indemnitees) from any liability  
9 whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,  
10 subcontractors, agents or representatives arising out of or in any way relating to this Contract,  
11 including but not limited to property damage, bodily injury, or death, or any other element of  
12 any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers,  
13 employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall  
14 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of  
15 investigation, defense and settlements or awards, the Indemnitees in any claim or action based  
16 upon such alleged acts or omissions.

17 With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
18 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and  
19 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
20 consent of AUTHORITY; provided, however, that any such adjustment, settlement or  
21 compromise in no manner whatsoever limits or circumscribes CONTRACTOR'S indemnification  
22 to Indemnitees as set forth herein.

23 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has  
24 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any  
25 liability for the action or claim involved.

26 The specified insurance limits required in this Contract shall in no way limit or  
27 circumscribe CONTRACTOR'S obligations to indemnify and hold harmless the Indemnitees  
28 herein from third party claims.

1 In the event there is conflict between this clause and California Civil Code Section  
2 2782, this clause shall be interpreted to comply with Civil Code 2782. Such interpretation shall  
3 not relieve the CONTRACTOR from indemnifying the Indemnitees to the fullest extent allowed  
4 by law.

5 11. INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation  
6 to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall  
7 procure and maintain or cause to be maintained, at its sole cost and expense, the following  
8 insurance coverages during the term of this Contract. As respects to the insurance section only,  
9 the AUTHORITY herein refers to the Housing Authority of the County of Riverside, the  
10 County of Riverside, their respective Agencies, Districts, Special Districts, and Departments,  
11 their respective directors, officers, Board of Supervisors, Board of Commissioners, employees,  
12 elected or appointed officials, agents or representatives as Additional Insureds.

13 11.1 Workers' Compensation. If the CONTRACTOR has employees as defined  
14 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation  
15 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
16 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
17 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor  
18 of the AUTHORITY.

19 11.2 Commercial General Liability. Commercial General Liability insurance  
20 coverage, including but not limited to, premises liability, unmodified contractual liability,  
21 products and completed operations liability, personal and advertising injury, employment  
22 practices liability, and cross liability coverage, covering claims which may arise from or out of  
23 CONTRACTOR's performance of its obligations hereunder. Policy shall name the  
24 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than  
25 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
26 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence  
27 limit.

28 11.3 Vehicle Liability. If vehicles or mobile equipment are used in the

1 performance of the obligations under this Contract, then CONTRACTOR shall maintain  
2 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less  
3 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
4 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
5 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

6           11.4 Professional Liability. CONTRACTOR shall maintain Professional  
7 Liability Insurance providing coverage for the CONTRACTOR's performance of work included  
8 within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and  
9 \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written  
10 on a claims made basis rather than an occurrence basis, such insurance shall continue through  
11 the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an  
12 Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage  
13 from new insurer with a retroactive date back to the date of, or prior to, the inception of this  
14 Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has  
15 Maintained continuous coverage with the same or original insurer. Coverage provided under  
16 items; 1), 2), or 3) will continue as long as the law allows.

17           11.5 General Insurance Provisions - All lines.

- 18           a. Any insurance carrier providing insurance coverage hereunder shall be  
19           admitted to the State of California and have an A M BEST rating of not less  
20           than A: VIII (A:8) unless such requirements are waived, in writing, by the  
21           County Risk Manager. If the County's Risk Manager waives a requirement  
22           for a particular insurer such waiver is only valid for that specific insurer and  
23           only for one policy term.
- 24           b. The CONTRACTOR must declare its insurance self-insured retention for  
25           each coverage required herein. If any such self-insured retention exceeds  
26           \$2,500,000 per occurrence each such retention shall have the prior written  
27           consent of the County Risk Manager before the commencement of operations  
28           under this Contract. Upon notification of self-insured retention unacceptable

1 to the AUTHORITY, and at the election of the County's Risk Manager,  
2 CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-  
3 insured retention as respects this Contract with the AUTHORITY, or 2)  
4 procure a bond which guarantees payment of losses and related  
5 investigations, claims administration, and defense costs and expenses.

- 6 c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to  
7 furnish the AUTHORITY with either 1) a properly executed original  
8 Certificate(s) of Insurance and certified original copies of Endorsements  
9 effecting coverage as required herein, and 2) if requested to do so orally or in  
10 writing by the County Risk Manager, provide original Certified copies of  
11 policies including all Endorsements and all attachments thereto, showing  
12 such insurance is in full force and effect. Further, said Certificate(s) and  
13 policies of insurance shall contain the covenant of the insurance carrier(s)  
14 that thirty (30) calendar days written notice shall be given to the  
15 AUTHORITY prior to any material modification, cancellation, expiration or  
16 reduction in coverage of such insurance. In the event of a material  
17 modification, cancellation, expiration, or reduction in coverage, this Contract  
18 shall terminate forthwith, unless the AUTHORITY receives, prior to such  
19 effective date, another properly executed original Certificate of Insurance and  
20 original copies of endorsements or certified original policies, including all  
21 endorsements and attachments thereto evidencing coverage's set forth herein  
22 and the insurance required herein is in full force and effect. ***CONTRACTOR***  
23 ***shall not commence operations until the AUTHORITY has been furnished***  
24 ***original Certificate(s) of Insurance and certified original copies of***  
25 ***endorsements and if requested, certified original policies of insurance***  
26 ***including all endorsements and any and all other attachments as required***  
27 ***in this Section, showing that such insurance is in full force and effect. An***  
28 ***individual authorized by the insurance carrier to do so on its behalf shall***

1                    *sign the original endorsements for each policy and the Certificate of*  
2                    *Insurance.*

3                    d. It is understood and agreed to by the Parties hereto that the  
4                    CONTRACTOR's insurance shall be construed as primary insurance, and the  
5                    AUTHORITY's insurance and/or deductibles and/or self-insured retention's  
6                    or self-insured programs shall not be construed as contributory.

7                    e. If, during the term of this Contract or any extension thereof, there is a  
8                    material change in the scope of services; or, there is a material change in the  
9                    equipment to be used in the performance of the scope of work; or, the term of  
10                   this Contract, including any extensions thereof, exceeds five (5) years; the  
11                   AUTHORITY reserves the right to adjust the types of insurance and the  
12                   monetary limits of liability required under this Contract, if in the County  
13                   Risk Manager's reasonable judgment, the amount or type of insurance carried  
14                   by the CONTRACTOR has become inadequate.

15                   f. CONTRACTOR shall pass down the insurance obligations contained herein  
16                   to all tiers of subcontractors working under this Contract.

17                   g. The insurance requirements contained in this Contract may be met with a  
18                   program(s) of self-insurance acceptable to the AUTHORITY.

19                   h. CONTRACTOR agrees to notify AUTHORITY of any claim by a third party  
20                   or any incident or event that may give rise to a claim arising from the  
21                   performance of this Contract.

22                   12.    GENERAL.

23                   12.1    CONTRACTOR shall not provide any services or products subject to any  
24                   chattel mortgage or under a conditional sales contract or other agreement by which an interest is  
25                   retained by a third party. The CONTRACTOR warrants that it has good title to all materials or  
26                   products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free  
27                   from all liens, claims or encumbrances.

28                   12.2    AUTHORITY will use best efforts to cooperate with CONTRACTOR



1 and, at the written request of CONTRACTOR, provide CONTRACTOR access to non-  
2 privileged and/or non-confidential data necessary for the CONTRACTOR to carry out  
3 CONTRACTOR's responsibilities under this Contract.

4 12.3 CONTRACTOR shall comply with all applicable Federal, State and local  
5 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies  
6 and procedures. In the event that there is a conflict between the various laws or regulations that  
7 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

8 12.4 CONTRACTOR shall comply with all air pollution control, water  
9 pollution, safety and health ordinances, statutes or regulations which apply to performance  
10 under this Contract.

11 13. TERMINATION.

12 13.1 AUTHORITY may terminate this Contract without cause upon thirty (30)  
13 days written notice served upon the CONTRACTOR stating the extent and effective date of  
14 termination.

15 13.2 AUTHORITY may, upon five (5) days written notice, terminate this  
16 Contract for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the  
17 terms of this Contract or fails to make progress so as to endanger performance and does not  
18 immediately cure such failure. In the event of such termination, the AUTHORITY may proceed  
19 with the work in any manner deemed proper by AUTHORITY.

20 13.3 After receipt of the notice of termination, CONTRACTOR shall:

21 (a) Stop all work under this Contract on the date specified in the notice of  
22 termination; and

23 (b) Transfer to AUTHORITY and deliver in the manner as directed by  
24 AUTHORITY any data, estimates, graphs, summary reports, or other  
25 related materials and or records, as may have been prepared or  
26 accumulated by CONTRACTOR in performance of services, whether  
27 completed or in progress or which, if the Contract had been completed or  
28 continued, would have been required to be furnished to AUTHORITY.

1           13.4 After termination, AUTHORITY shall make payment only for  
2 CONTRACTOR's performance, which has been completed and accepted by AUTHORITY, up  
3 to the date of termination in accordance with this Contract.

4           13.5 CONTRACTOR's rights under this Contract shall terminate (except for  
5 fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of  
6 this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or  
7 inability for any reason whatsoever to perform the terms of this Contract. In such event,  
8 CONTRACTOR shall not be entitled to any further compensation under this Contract.

9           13.6 If the termination is due to a default by CONTRACTOR the  
10 AUTHORITY may take over the work and prosecute the same to completion by contract or  
11 otherwise. CONTRACTOR shall be liable to the AUTHORITY for any reasonable additional  
12 costs incurred by the AUTHORITY to revise work for which the AUTHORITY has  
13 compensated CONTRACTOR under this Contract, but which the AUTHORITY has determined  
14 in its sole discretion needs to be revised in part or whole to complete the services required under  
15 this Contract. Following discontinuance of services, the AUTHORITY may arrange for a  
16 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to  
17 adequately fulfill its requirements under this Contract. In its sole and absolute discretion,  
18 AUTHORITY's representative may propose an adjustment to the terms and conditions of the  
19 Contract, including the Contract price. Such contract adjustments, if accepted in writing by the  
20 Parties, shall become binding on CONTRACTOR and shall be performed as part of this  
21 Contract. In the event of termination due to a default by CONTRACTOR, unless otherwise  
22 agreed to in writing by the parties, this Contract shall terminate immediately upon  
23 CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause  
24 may be considered by the AUTHORITY in determining whether to enter into future contracts  
25 with CONTRACTOR.

26           13.7 The rights and remedies of the AUTHORITY provided in this Section are  
27 in addition to any other rights and remedies provided by law or under this Contract.

28           14. FORCE MAJEURE. If either Party is unable to comply with any provision of

1 this Contract due to causes beyond its reasonable control, and which could not have been  
2 reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts,  
3 such Party shall not be held liable for such failure to comply, provided the other Party receives  
4 written notice of such force majeure event no later than fourteen (14) calendar days after  
5 commencement of such force majeure event.

6 15. EDD REPORTING REQUIREMENTS. In order to comply with child support  
7 enforcement requirements of the State of California, the AUTHORITY may be required to  
8 submit a Report of Independent Contractor(s) form DE 542 to the Employment Development  
9 Department (“EDD”). CONTRACTOR agrees to furnish the required data and certifications to  
10 the AUTHORITY within ten (10) calendar days of notification of award of Contract when  
11 required by the EDD. This data will be transmitted to governmental agencies charged with the  
12 establishment and enforcement of child support orders. Failure of CONTRACTOR to timely  
13 submit the data and/or certificates required may result in the Contract being awarded to another  
14 contractor. In the event a Contract has been issued, failure of CONTRACTOR to comply with  
15 all federal and state reporting requirements for child support enforcement or to comply with all  
16 lawfully served Wage and Earnings Assignments Orders and Notices of Assignment shall  
17 constitute a material breach of this Contract. If CONTRACTOR has any questions concerning  
18 this reporting requirement, please call (916) 657-0529. CONTRACTOR should also contact its  
19 local Employment Tax Customer Service Office listed in the telephone directory in the State  
20 Government section under “Employment Development Department” or access their Internet site  
21 at [www.edd.ca.gov](http://www.edd.ca.gov).

22 16. CONFLICT OF INTEREST. CONTRACTOR covenants that it presently has  
23 no interest, including, but not limited to, other projects or contracts, and shall not acquire any  
24 such interest, direct or indirect, which would conflict in any manner or degree with  
25 CONTRACTOR’s performance under this Contract. CONTRACTOR further covenants that no  
26 person or subcontractor having any such interest shall be employed or retained by  
27 CONTRACTOR under this Contract. CONTRACTOR agrees to inform the AUTHORITY of  
28 all CONTRACTOR’s interests, if any, which are or may be perceived as incompatible with the

1 AUTHORITY's interests.

2 CONTRACTOR shall not, under circumstances which could be interpreted as an attempt  
3 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor  
4 from individuals or firms with whom CONTRACTOR is doing business or proposing to do  
5 business, in accomplishing the work under this Contract.

6 CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and  
7 entertainment directly or indirectly to AUTHORITY employees.

8 17. ADMINISTRATION. The AUTHORITY Executive Director (or designee) shall  
9 administer this Contract on behalf of AUTHORITY.

10 18. ASSIGNMENT. This Contract shall not be delegated or assigned by  
11 CONTRACTOR, either in whole or in part, without prior written consent of AUTHORITY.  
12 Any assignment or purported assignment of this Contract by CONTRACTOR without the prior  
13 written consent of AUTHORITY will be deemed void and of no force or effect.

14 19. NONDISCRIMINATION. CONTRACTOR shall not be discriminate in the  
15 provision of services, allocation of benefits, accommodation in facilities, or employment of  
16 personnel on the basis of ethnic group identification, race, religious creed, color, national origin,  
17 ancestry, physical handicap, medical condition, sexual orientation, marital status or sex in the  
18 performance of this Contract; and, to the extent they shall be found to be applicable hereto, shall  
19 comply with the provisions of the California Fair Employment Practices Act (commencing with  
20 Section 1410 of the Labor Code), the Federal Civil Rights Act of 1964 (P.L. 88-352), the  
21 Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws  
22 or regulations.

23 20. ALTERATION. No alteration or variation of the terms of this Contract shall be  
24 valid unless made in writing and signed by the Parties hereto, and no oral understanding or  
25 agreement not incorporated herein shall be binding on any of the Parties hereto.

26 21. ELIGIBILITY. Services and benefits shall be provided by CONTRACTOR to  
27 individuals without reference to their religion, color, sex, national origin, age or physical or  
28 mental handicap.

1           22.    LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of  
2 this Contract, possession of a current and valid license in compliance with any local, State, and  
3 Federal laws and regulations relative to the scope of services to be performed under Exhibit A  
4 and RFP No. 2015-005 and that services(s) will be performed by properly trained and licensed  
5 staff.

6           23.    CONFIDENTIALITY. CONTRACTOR shall observe all Federal, State and  
7 AUTHORITY’s regulations concerning confidentiality of records. The CONTRACTOR shall  
8 not use for personal gain or make other improper use of privileged or confidential information  
9 which is acquired in connection with this Contract. The term “privileged or confidential  
10 information” includes but is not limited to: unpublished or sensitive technological or scientific  
11 information; medical, personnel, or security records; anticipated material requirements or  
12 pricing/purchasing actions; AUTHORITY information or data which is not subject to public  
13 disclosure; AUTHORITY operational procedures; and knowledge of selection of contractors,  
14 subcontractors or suppliers in advance of official announcement.

15                   The CONTRACTOR shall protect from unauthorized disclosure names and other  
16 identifying information concerning persons receiving services pursuant to this Contract, except  
17 for general statistical information not identifying any person. The CONTRACTOR shall not  
18 use such information for any purpose other than carrying out the CONTRACTOR’s obligations  
19 under this Contract. The CONTRACTOR shall promptly transmit to the AUTHORITY all third  
20 party requests for disclosure of such information. The CONTRACTOR shall not disclose,  
21 except as otherwise specifically permitted by this Contract or authorized in advance in writing  
22 by the AUTHORITY, any such information to anyone other than the AUTHORITY. For  
23 purposes of this paragraph, identity shall include, but not be limited to, name, identifying  
24 number, symbol, or other identifying particular assigned to the individual, such as finger or  
25 voice print or a photograph.

26           24.    WORK PRODUCT. All reports, preliminary findings, or data assembled or  
27 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.  
28 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.

1 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,  
2 without the direct written authorization of the AUTHORITY Executive Director or an  
3 authorized designee.

4 25. RECORDS AND DOCUMENTS. CONTRACTOR shall make available, upon  
5 written request by any duly authorized Federal, State or local agency, a copy of this Contract  
6 and such books, documents and records as are necessary to certify the nature and extent of  
7 CONTRACTOR's costs related to this Contract. All such books, documents and records shall  
8 be maintained by CONTRACTOR for at least five years following termination of this Contract  
9 and be available for audit by the AUTHORITY. CONTRACTOR shall provide to the  
10 AUTHORITY reports and information related to this Contract as requested by the  
11 AUTHORITY.

12 26. NONCONFORMING PAYMENTS. In the event CONTRACTOR receives  
13 payment under this Contract which is later disallowed by the AUTHORITY for  
14 nonconformance with the terms of the Contract, CONTRACTOR shall promptly refund the  
15 disallowed amount to the AUTHORITY on request; or at its option the AUTHORITY may  
16 offset the amount disallowed from any payment due to CONTRACTOR.

17 27. NO PARTIAL DELIVERY OF SERVICES. CONTRACTOR shall not provide  
18 partial delivery or shipment of services or products unless specifically stated in the Contract.

19 28. LABOR STANDARDS. CONTRACTOR shall comply with all requirements of  
20 the Occupational Safety and Health Administration (OSHA) standards and codes as set forth by  
21 the U.S. Department of Labor and the State of California (Cal/OSHA).

22 29. JURISDICTION AND VENUE. This Contract shall be governed by the laws of  
23 the State of California. Any legal action related to the performance or interpretation of this  
24 Contract shall be filed only in the Superior Court of the State of California located in Riverside,  
25 California, and the Parties waive any provision of law providing for a change of venue to  
26 another location.

27 30. MEDIATION. CONTRACTOR and AUTHORITY agree that in the event of  
28 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this



1 Contract, regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise,  
2 which are not adequately addressed by the AUTHORITY's informal and formal dispute  
3 resolution process, if applicable, shall be submitted to mediation. The Parties shall jointly select  
4 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in  
5 the County of Riverside. Each Party shall be responsible for its own legal fees and other  
6 expenses incident to the preparation for mediation. If the dispute cannot be resolved by  
7 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the  
8 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

9 31. WAIVER. Any waiver by AUTHORITY of any breach of any one or more of  
10 the terms of this Contract shall not be construed to be a waiver of any subsequent or other  
11 breach of the same or of any other term thereof. Failure on the part of the AUTHORITY to  
12 require exact, full and complete compliance with any terms of this Contract shall not be  
13 construed as in any manner changing the terms hereof, or estopping AUTHORITY from  
14 enforcement hereof.

15 32. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully  
16 performed or are not capable of being fully performed as of the date of termination will survive  
17 termination of this Contract.

18 33. EXHIBITS. The following exhibits are attached hereto and incorporated herein  
19 by this reference:

- 20 i. Exhibit A - Scope of Services;
- 21 ii. Exhibit B - RFP No. 2015-005;
- 22 iii. Exhibit C - Form HUD-5370-C (01/2014), General Conditions for Non-  
23 Construction Contracts;
- 24 iv. Exhibit D - U.S. Department of Labor Service Contract Act Wage Determination  
25 No.: 2005-2053, Revision No. 18, 12/22/2014;
- 26 v. Exhibit E - CONTRACTOR's Proposal, submitted to the AUTHORITY on April  
27 13, 2015 in connection with RFP No. 2015-005; and
- 28 vi. Exhibit F - HACR's Technical Specifications for MFS Copiers.

1 34. NOTICES. Any notice or other communication required or permitted under this  
 2 Contract shall be sufficiently given if delivered in person or sent by one of the following  
 3 methods: (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.  
 4 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight  
 5 service with tracking capabilities. Notices or communications shall be deemed properly delivered  
 6 to the respective Parties at the addresses set forth below, or such other addresses provided by the  
 7 Parties in writing, and are deemed submitted as of the date personally delivered or two days  
 8 after their deposit in the United States mail postage prepaid, or via overnight service:

9 Heidi Marshall	Eman Hafiz
10 Deputy Executive Director	Corporate Secretary
11 Housing Authority County of Riverside	SEMA, Inc. dba Cell Business Equipment
12 5555 Arlington Avenue	4 A Mason Street
Riverside, California 92504	Irvine, California 92618

13 35. MISCELLANEOUS. As used in this Contract, the term CONTRACTOR also  
 14 includes CONTRACTOR's owners, officers, employees, representatives and agents.

15 36. SEVERABILITY. If any provision in this Contract is held by a court of  
 16 competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will  
 17 nevertheless continue in full force without being impaired or invalidated in any way.

18 37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,  
 19 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all  
 20 prior and contemporaneous representations, proposals, discussions and communications,  
 21 whether oral or in writing and any other terms AUTHORITY may be required to acknowledge  
 22 and accept prior to delivery or when accessing the services. In the event of any conflict between  
 23 this Contract and any other written agreement or acknowledgement, lease agreement, and/or  
 24 hardware or software terms and conditions accessed on-line, the terms of this Contract shall  
 25 prevail. This Contract may be changed or modified only by a written amendment signed by  
 26 authorized representatives of both Parties.

27 ///

28 **(Signatures on next page)**

1 **IN WITNESS WHEREOF**, the Parties hereto have caused their duly authorized  
2 representatives to execute this Contract as of the dates set forth below.

3  
4  
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28

**“AUTHORITY”**

**“CONTRACTOR”**

**HOUSING AUTHORITY OF THE  
COUNTY OF RIVERSIDE**, a public entity,  
corporate and politic

**SEMA, INC. dba CELL BUSINESS  
EQUIPMENT**, a California corporation

By: \_\_\_\_\_  
Marion Ashley, Chairman  
Board of Commissioners

By: \_\_\_\_\_  
Eman Hafiz, Corporate Secretary

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ATTEST**

Kecia Harper-Ihem  
Clerk of the Board

\_\_\_\_\_  
Deputy

**APPROVED AS TO FORM:**  
GREGORY P. PRIAMOS  
County Counsel

By: \_\_\_\_\_  
Jhaila R. Brown, Deputy County Counsel

///  
///  
///  
///

1 **EXHIBIT "A"**

2 **SCOPE OF SERVICES**

3  
4 SEMA, Inc., a California corporation, dba Cell Business Equipment, or CBE, ("Contractor")  
5 shall provide the following services to the Housing Authority of the County of Riverside  
6 ("Authority" or "HACR") as required in the Contract for Copier Lease and Maintenance  
7 Services (Contract):  
8

- 9 1. All services set forth in RFP No. 2015-005 for Copier Lease and Maintenance Services.  
10  
11 2. All services set forth in Contractor's proposal submitted to the Authority on April 13,  
12 2015 in connection with RFP No. 2015-005 for Copier Lease and Maintenance Services.  
13  
14 3. **Installation and Service Location:** Contractor shall, as required by applicable code,  
15 law or regulation, provide the five (5) MFS copiers listed in their Form of Proposal  
16 (Exhibit E) and all required maintenance services at the following HACR locations: (i)  
17 "HACR Main Office" 5555 Arlington Avenue, Riverside, CA 92504; four (4) MFS  
18 copiers and (ii) "Workforce Development Center" 44-199 Monroe Street, Suite B, Indio,  
19 CA 92201; one (1) MFS copier.  
20  
21 4. **Minimum Requirements:** The HACR requires that each MFS copy machine provided  
22 by Contractor meet certain minimum requirements as presented in Exhibit F attached  
23 hereto and incorporated herein by this reference. NOTE REGARDING BRAND  
24 NAMES: The HACR is providing brand names listed herein (Exhibit F) as an example  
25 only. As required by the U.S. Department of Housing and Urban Development (HUD)  
26 regulation, Contractor may provide an "equal" or "same as" product, as long as such  
27 product is substantially equivalent to the products identified. All specifications are  
28 subject to normal manufacturing tolerances. Exhibit F is to be used solely for the

1 purpose of understanding minimum product specifications and design of the products  
2 requested.

3  
4 **5. Security and Privacy:** Contractor's MFS copier system shall meet or exceed all  
5 applicable Health Insurance Portability and Accountability Act of 1996 (HIPAA)  
6 privacy regulations. In addition, the ability to secure print (hold print jobs at the device  
7 until a PIN code is entered) and image overwrite (electronically wipe data stored on the  
8 hard disk) is required.

9  
10 **6. Metered Pricing:** Contractor's MFS copiers shall record only one (1) meter impression  
11 (or "click") regardless of page size copied or printed.

12  
13 **7. Scan Pricing:** The Contractor shall not charge (or "click") for color or black & white  
14 scans. Each MFS copier will have the ability for scans to be routed directly to email  
15 addresses and throughout the HACR office locations at (i) HACR Main Office and, (ii)  
16 the Workforce Development Center's digital network.

17  
18 **8. All-Inclusive Pricing:** The price paid to Contractor by Authority under the Contract  
19 shall include all maintenance, parts, labor, supplies, toner, staples, delivery, set-up and  
20 training. Price does not include paper. Contractor shall not charge for shipping of  
21 supplies.

22  
23 **9. Power Requirements:** All of Contractor's supplied MFS printer/copiers shall use a 120  
24 volt power source and a standard, residential type 3-prong plug. Any printer/copier  
25 supplied with a different type of plug shall be accompanied by appropriate outlet  
26 receptacle at no charge if necessary. If power filters or surge protectors are  
27 recommended or required by the manufacturer, the Contractor shall supply these at no  
28 cost.

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**10. Training and Documentation:** Contractor shall provide appropriate training and documentation of their MFS copier system for all designated HACR employees, as determined by Authority.

**11. Technical Support:** Contractor shall provide complete on-site as well as on-line and telephone technical support at no additional charge, during HACR business hours, Monday through Friday 8:00 AM to 5:00 PM Pacific Standard Time.

**12. Authorized Dealer:** The Contractor shall be officially authorized by the manufacturer of the proposed equipment to sell, support and service the equipment offered. Written documentation of this authorization is required.

**13. Guaranteed Up-Time:** The Contractor shall be required to provide an uptime guarantee on all copiers of at least 95% during every calendar month. Downtime is calculated from the time the HACR places the call, and ends when the machine is up and running correctly, and is based on the machine being inoperative or the copies made are unusable. (A calendar month consists of normal business hours 8:00 AM. to 5:00 PM Monday through Friday, except for HACR holidays). If a machine does not meet the 95% requirement during a month, the Contractor shall be required to provide a credit to the HACR against the invoice for this machine equal to the amount of down time as calculated against projected monthly usage. If the machine does not meet the uptime guarantee for two (2) consecutive months, the HACR may require that the machine be replaced in HACR's sole discretion. The uptime guarantee shall remain in force during the entire term of the Contract, including any extensions.

**14. Problem Machine Replacement:** Contractor's machines that demonstrate a history of "excessive down time" shall be replaced by the Contractor with a new machine of equal

1 or better features, unless the HACR declines. Excessive down time shall be defined as  
2 six (6) or more service calls in one month. Downtime is calculated from the time the  
3 HACR places the call, and ends when the machine is up and running. Service calls that  
4 are operator induced will not be counted. To qualify for replacement, the following steps  
5 must occur:

6 **a.** The HACR must document the service log as to number of times per month the  
7 machine has required service, number of hours the machine is down, nature of  
8 problems, and reoccurrences of same problems.

9 **b.** The HACR must contact the Contractor and discuss their concerns regarding the  
10 overage of calls. The Contractor shall research the matter and follow up with a return  
11 phone call and a plan of action.

12 **c.** A representative of the Contractor shall be dispatched onsite to ascertain the  
13 malfunctions and make a determination as to what course of action will be taken,  
14 subject to approval by the HACR:

15 1) Repair the machine.

16 2) A determination is made for complete reconditioning.

17 3) A determination is made for replacement.

18 **d.** If it is determined reconditioning is the best solution, a backup machine will be  
19 sent and the HACR's machine brought into the shop for a comprehensive  
20 reconditioning, unless HACR disagrees and requires a new machine, in HACR's  
21 discretion.

22 **e.** If a determination for reconditioning prevails, the machines performance after  
23 reconditioning will be monitored by the Contractor and the HACR.

24 The HACR understands that during the "break-in" period of either a new machine or a  
25 reconditioned one, services calls are eminent. However, calls exceeding the standards listed  
26 above shall cause the machine to be replaced by the Contractor with a new unit of equal size  
27 and features at the sole discretion of the HACR.

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**EXHIBIT "B"**

**RFP NO. 2015-005**

**(behind this page)**



**EXHIBIT “C”**

**Form HUD 5370-C Section I and II  
General Conditions for Non-Construction Contracts**

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1 **EXHIBIT "D"**

2  
3 **U.S. Department of Labor Service Contract Act**

4 **Wage Determination No.: 2005-2053, Revision No.: 18, Date Of Revision: 12/22/2014**

5 WD 05-2053 (Rev.-18) was first posted on www.wdol.gov on 12/30/2014

6 \*\*\*\*\*

7 REGISTER OF WAGE DETERMINATIONS UNDER  
8 THE SERVICE CONTRACT ACT  
9 By direction of the Secretary of Labor

U.S. DEPARTMENT OF LABOR  
EMPLOYMENT STANDARDS ADMINISTRATION  
WAGE AND HOUR DIVISION  
WASHINGTON D.C. 20210

10 Diane C. Koplewski Division of  
11 Director Wage Determinations

Wage Determination No.: 2005-2053  
Revision No.: 18  
Date Of Revision: 12/22/2014

12 Note: Executive Order (EO) 13658 establishes an hourly minimum wage of \$10.10  
13 for 2015 that applies to all contracts subject to the Service Contract Act  
14 for which the solicitation is issued on or after January 1, 2015. If this  
15 contract is covered by the EO, the contractor must pay all workers in any  
16 classification listed on this wage determination at least \$10.10 (or the  
applicable wage rate listed on this wage determination, if it is higher) for  
all hours spent performing on the contract. The EO minimum wage rate will be  
adjusted annually. Additional information on contractor requirements and  
worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

17 23710 - Office Appliance Repairer \$20.06 an hour.  
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**EXHIBIT ‘E’**

**CONTRACTOR’S FORM OF PROPOSAL**

**SUBMITTED IN RESPONSE TO RFP NO. 2015-005**

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1 **EXHIBIT ‘F’**

2 **TECHNICAL SPECIFICATIONS OF MFS COPIERS AND COPY (CLICK) AMOUNTS**

3  
4 Multi-Function System Copier Specifications and Monthly Maximum Copy Amounts.

5  
6 The Contractor shall provide five (5) MFS printer/copiers equivalent to the models listed below.  
7 The monthly maximum amount of copies (clicks) per machine before overage fees are assessed  
is also listed below:

8 **1:** Canon ImageRUNNER Advance 8205G: 100,000 copies (clicks) per month.

9 **2:** Canon ImageRUNNER Advance C5240: 25,000 copies (clicks) per month.

10 **3:** Canon ImageRUNNER Advance 6255: 20,000 copies (clicks) per month.

11 **4:** Canon ImageRUNNER Advance 6255: 25,000 copies (clicks) per month.

12 **5:** Canon ImageRUNNER Advance 6255: 25,000 copies (clicks) per month.