

**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

On motion of Commissioner Ashley, seconded by Commissioner Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington, Benoit and Ashley
Nays: None
Absent: None
Date: November 3, 2015
xc: Housing Authority, Recorder

Kecia Harper-Ihem
Clerk of the Board
By:
Deputy

Prev. Agn. Ref.: N/A

District: All

Agenda Number:

10-1

FORM APPROVED COUNTY COUNSEL 10/15/15
 DATE
 BY: GREGORY P. PRIAMOS
 FISCAL PROCEDURES APPROVED
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER
 BY: Susana Garcia-Bocanegra
 Departmental Concurrence
 10/22/15

A-30
 4/5
 Vote
 Positions Added
 Change Order

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

REQUESTED PURCHASE: COPIER LEASE & MAINTENANCE SERVICE FOR HOUSING AUTHORITY, EDA	
DEPARTMENT/AGENCY: HOUSING AUTHORITY, EDA	
CONTACT NAME/PHONE: GEORGE ELISEO 951-343-5481 HEIDI MARSHALL 951-343-5409	
PURCHASE REQUEST: <input type="checkbox"/> NEW EQUIPMENT/SERVICES <input type="checkbox"/> UPGRADE <input checked="" type="checkbox"/> REPLACEMENT	
PURCHASE TYPE: <input type="checkbox"/> PROFESSIONAL SERVICES <input type="checkbox"/> SOFTWARE <input checked="" type="checkbox"/> HARDWARE <input type="checkbox"/> RENEWAL	
DESCRIBE REQUESTED PURCHASE	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.
BUSINESS NEEDS ADDRESSED	<p>For all Housing Authority of the County of Riverside (HACR) staff.</p> <p>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.</p> <p>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.</p>
ARE THERE ANY OTHER COUNTY SYSTEMS THAT PROVIDE THE SAME FUNCTIONALITY?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES <input type="checkbox"/> UNKNOWN
BUSINESS CRITICALITY	BUSINESS IMPACT (SELECT ALL THAT APPLY)
<input checked="" type="checkbox"/> Run the business <input type="checkbox"/> Grow the business <input type="checkbox"/> Transform the business	<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
BUSINESS RISKS	N/A
ALTERNATIVE SOLUTIONS	N/A
TRANSACTION	<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

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

ACCOUNTING STRING - Completed by transitioned Departments Only							
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)

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

RCIT RECOMMENDATION - for purchases and renewals under \$100,000	
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

RCIT explanation for purchases that are not recommended:

TSOC RECOMMENDATION: for purchases and renewals over \$100,000 and RCIT non-recommended purchases or renewals	
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



Original Negative Declaration/Notice of
Determination was routed to County
Clerks for posting on.
11/5/15 via H.A. staff
Date Initial

NOTICE OF EXEMPTION

August 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

NOV 03 2015 10-1

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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: Heidi Marshall Date: 9/21/2015

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 is
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.

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
10 Deputy Executive Director
11 Housing Authority County of Riverside
12 5555 Arlington Avenue
13 Riverside, California 92504

 Eman Hafiz
 Corporate Secretary
 SEMA, Inc. dba Cell Business Equipment
 4 A Mason Street
 Irvine, California 92618

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

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

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

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.

4 "AUTHORITY"

"CONTRACTOR"

6 HOUSING AUTHORITY OF THE
7 COUNTY OF RIVERSIDE, a public entity,
8 corporate and politic

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

9 By: Marion Ashley
10 Marion Ashley, Chairman
11 Board of Commissioners

By: Eman Hafiz
Eman Hafiz, Corporate Secretary

12 Date: NOV 03 2015

Date: 10/8/2015

14 ATTEST
15 Kecia Harper-Ihem
16 Clerk of the Board

17 Kecia Harper-Ihem
18 Deputy

20 APPROVED AS TO FORM:
21 GREGORY P. PRIAMOS
22 County Counsel

23 By: Jhalla R. Brown
24 Jhalla R. Brown, Deputy County Counsel

25 ///
26 ///
27 ///
28 ///

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**

(behind this page)

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General Conditions for Non-Construction Contracts

Section I – (With or without Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370-C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

- 1) **Non-construction contracts** (*without* maintenance) **greater than \$100,000 - use Section I;**
- 2) **Maintenance contracts** (including nonroutine maintenance as defined at 24 CFR 968.105) **greater than \$2,000 but not more than \$100,000 - use Section II;** and
- 3) **Maintenance contracts** (including nonroutine maintenance), **greater than \$100,000 – use Sections I and II.**

Section I - Clauses for All Non-Construction Contracts greater than \$100,000

1. Definitions

The following definitions are applicable to this contract:

- (a) "Authority or Housing Authority (HA)" means the Housing Authority.
- (b) "Contract" means the contract entered into between the Authority and the Contractor. It includes the contract form, the Certifications and Representations, these contract clauses, and the scope of work. It includes all formal changes to any of those documents by addendum, Change Order, or other modification.
- (c) "Contractor" means the person or other entity entering into the contract with the Authority to perform all of the work required under the contract.
- (d) "Day" means calendar days, unless otherwise stated.
- (e) "HUD" means the Secretary of Housing and Urban development, his delegates, successors, and assigns, and the officers and employees of the United States Department of Housing and Urban Development acting for and on behalf of the Secretary.

2. Changes

- (a) The HA may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in the services to be performed or supplies to be delivered.
- (b) If any such change causes an increase or decrease in the hourly rate, the not-to-exceed amount of the contract, or the time required for performance of any part of the work under this contract, whether or not changed by the order, or otherwise affects the conditions of this contract, the HA shall make an equitable adjustment in the not-to-exceed amount, the hourly rate, the delivery schedule, or other affected terms, and shall modify the contract accordingly.
- (c) The Contractor must assert its right to an equitable adjustment under this clause within 30 days from the date of receipt of the written order. However, if the HA decides that the facts justify it, the HA may receive and act upon a

- proposal submitted before final payment of the contract.
- (d) Failure to agree to any adjustment shall be a dispute under clause Disputes, herein. However, nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.
 - (e) No services for which an additional cost or fee will be charged by the Contractor shall be furnished without the prior written consent of the HA.

3. Termination for Convenience and Default

- (a) The HA may terminate this contract in whole, or from time to time in part, for the HA's convenience or the failure of the Contractor to fulfill the contract obligations (default). The HA shall terminate by delivering to the Contractor a written Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall: (i) immediately discontinue all services affected (unless the notice directs otherwise); and (ii) deliver to the HA all information, reports, papers, and other materials accumulated or generated in performing this contract, whether completed or in process.
- (b) If the termination is for the convenience of the HA, the HA shall be liable only for payment for services rendered before the effective date of the termination.
- (c) If the termination is due to the failure of the Contractor to fulfill its obligations under the contract (default), the HA may (i) require the Contractor to deliver to it, in the manner and to the extent directed by the HA, any work as described in subparagraph (a)(ii) above, and compensation be determined in accordance with the Changes clause, paragraph 2, above; (ii) take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable for any additional cost incurred by the HA; (iii) withhold any payments to the Contractor, for the purpose of off-set or partial payment, as the case may be, of amounts owed to the HA by the Contractor.
- (d) If, after termination for failure to fulfill contract obligations (default), it is determined that the Contractor had not failed, the termination shall be deemed to have been effected for the convenience of the HA, and the Contractor shall be entitled to payment as described in paragraph (b) above.
- (e) Any disputes with regard to this clause are expressly made subject to the terms of clause titled Disputes herein.

4. Examination and Retention of Contractor's Records

- (a) The HA, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.

- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
- (i) appeals under the clause titled Disputes;
 - (ii) litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) costs and expenses of this contract to which the HA, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

5. Rights in Data (Ownership and Proprietary Interest)

The HA shall have exclusive ownership of, all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this Contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this Contract.

6. Energy Efficiency

The contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

7. Disputes

- (a) All disputes arising under or relating to this contract, except for disputes arising under clauses contained in Section III, Labor Standards Provisions, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the HA. A claim by the HA against the Contractor shall be subject to a written decision by the HA.
- (c) The HA shall, with reasonable promptness, but in no event in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the HA's decision, shall notify the HA in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has (i) given the notice within the time stated in paragraph (c) above, and (ii) excepted its claim relating to such decision from the final release, and (iii) brought suit against the HA not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the HA that it submit a final voucher and release, whichever is earlier, then the HA's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the HA.

8. Contract Termination; Debarment

A breach of these Contract clauses may be grounds for termination of the Contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

9. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the HA under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the HA.

10. Certificate and Release

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

11. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual or other interests are such that:
- (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he or she shall make an immediate and full disclosure in writing to the Contracting Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The HA may, however, terminate the contract or task/delivery order for the convenience of the HA if it would be in the best interest of the HA.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Contracting Officer, the HA may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

12. Inspection and Acceptance

- (a) The HA has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any

product of work shall be deemed accepted as submitted if the HA does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (b) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the HA within 7 days of notification or a later date if extended by the HA.
- (c) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the HA may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

13. Interest of Members of Congress

No member of or delegate to the Congress of the United States of America or Resident Commissioner shall be admitted to any share or part of this contract or to any benefit to arise there from, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit.

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

No member, officer, or employee of the HA, no member of the governing body of the locality in which the project is situated, no member of the governing body in which the HA was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

15. Limitation on Payments to Influence Certain Federal Transactions

(a) Definitions. As used in this clause:

"Agency", as defined in 5 U.S.C. 552(f), includes Federal executive departments and agencies as well as independent regulatory commissions and Government corporations, as defined in 31 U.S.C. 9101(1).

"Covered Federal Action" means any of the following Federal actions:

- (i) The awarding of any Federal contract;
- (ii) The making of any Federal grant;
- (iii) The making of any Federal loan;
- (iv) The entering into of any cooperative agreement; and,
- (v) The extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

Covered Federal action does not include receiving from an agency a commitment providing for the United States to insure or guarantee a loan.

"Indian tribe" and "tribal organization" have the meaning provided in section 4 of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450B). Alaskan Natives are included under the definitions of Indian tribes in that Act.

"Influencing or attempting to influence" means making, with the intent to influence, any communication to or appearance before an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any covered Federal action.

"Local government" means a unit of government in a State and, if chartered, established, or otherwise recognized by a State for the performance of a governmental duty, including a local public authority, a special district, an intrastate district, a council of governments, a sponsor group representative organization, and any other instrumentality of a local government.

"Officer or employee of an agency" includes the following individuals who are employed by an agency:

- (i) An individual who is appointed to a position in the Government under title 5, U.S.C., including a position under a temporary appointment;
- (ii) A member of the uniformed services as defined in section 202, title 18, U.S.C.;
- (iii) A special Government employee as defined in section 202, title 18, U.S.C.; and,
- (iv) An individual who is a member of a Federal advisory committee, as defined by the Federal Advisory Committee Act, title 5, appendix 2.

"Person" means an individual, corporation, company, association, authority, firm, partnership, society, State, and local government, regardless of whether such entity is operated for profit or not for profit. This term excludes an Indian tribe, tribal organization, or other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Recipient" includes all contractors, subcontractors at any tier, and subgrantees at any tier of the recipient of funds received in connection with a Federal contract, grant, loan, or cooperative agreement. The term excludes an Indian tribe, tribal organization, or any other Indian organization with respect to expenditures specifically permitted by other Federal law.

"Regularly employed means, with respect to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, an officer or employee who is employed by such person for at least 130 working days within one year immediately preceding the date of the submission that initiates agency consideration of such person for receipt of such contract, grant, loan, or cooperative agreement. An officer or employee who is employed by such person for less than 130 working days within one year immediately preceding the date of submission that initiates agency consideration of such person shall be considered to be regularly employed as soon as he or she is employed by such person for 130 working days.

"State" means a State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, a territory or possession of the United States, an agency or instrumentality of a State, and a multi-State, regional, or interstate entity having governmental duties and powers.

(b) Prohibition.

- (i) Section 1352 of title 31, U.S.C. provides in part that no appropriated funds may be expended by the recipient of a Federal contract, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered Federal actions: the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (ii) The prohibition does not apply as follows:

(1) Agency and legislative liaison by Own Employees.

(a) The prohibition on the use of appropriated funds, in paragraph (i) of this section, does not apply in the case of a payment of reasonable compensation made to an officer or employee of a person requesting or receiving a Federal contract, grant, loan, or cooperative agreement, if the payment is for agency and legislative activities not directly related to a covered Federal action.

(b) For purposes of paragraph (b)(i)(1)(a) of this clause, providing any information specifically requested by an agency or Congress is permitted at any time.

(c) The following agency and legislative liaison activities are permitted at any time only where they are not related to a specific solicitation for any covered Federal action:

(1) Discussing with an agency (including individual demonstrations) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and,

(2) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) The following agency and legislative liaison activities are permitted where they are prior to formal solicitation of any covered Federal action:

(1) Providing any information not specifically requested but necessary for an agency to make an informed decision about initiation of a covered Federal action;

(2) Technical discussions regarding the preparation of an unsolicited proposal prior to its official submission; and

(3) Capability presentations by persons seeking awards from an agency pursuant to the provisions of the Small Business Act, as amended by Public Law 95-507 and other subsequent amendments.

(e) Only those activities expressly authorized by subdivision (b)(ii)(1)(a) of this clause are permitted under this clause.

(2) Professional and technical services.

(a) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply in the case of-

(i) A payment of reasonable compensation made to an officer or employee of a person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action, if payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action.

(ii) Any reasonable payment to a person, other than an officer or employee of a

person requesting or receiving a covered Federal action or an extension, continuation, renewal, amendment, or modification of a covered Federal action if the payment is for professional or technical services rendered directly in the preparation, submission, or negotiation of any bid, proposal, or application for that Federal action or for meeting requirements imposed by or pursuant to law as a condition for receiving that Federal action. Persons other than officers or employees of a person requesting or receiving a covered Federal action include consultants and trade associations.

(b) For purposes of subdivision (b)(ii)(2)(a) of clause, "professional and technical services" shall be limited to advice and analysis directly applying any professional or technical discipline.

(c) Requirements imposed by or pursuant to law as a condition for receiving a covered Federal award include those required by law or regulation, or reasonably expected to be required by law or regulation, and any other requirements in the actual award documents.

(d) Only those services expressly authorized by subdivisions (b)(ii)(2)(a)(i) and (ii) of this section are permitted under this clause.

(iii) Selling activities by independent sales representatives.

(c) The prohibition on the use of appropriated funds, in subparagraph (b)(i) of this clause, does not apply to the following selling activities before an agency by independent sales representatives, provided such activities are prior to formal solicitation by an agency and are specifically limited to the merits of the matter:

(i) Discussing with an agency (including individual demonstration) the qualities and characteristics of the person's products or services, conditions or terms of sale, and service capabilities; and

(ii) Technical discussions and other activities regarding the application or adaptation of the person's products or services for an agency's use.

(d) Agreement. In accepting any contract, grant, cooperative agreement, or loan resulting from this solicitation, the person submitting the offer agrees not to make any payment prohibited by this clause.

(e) Penalties. Any person who makes an expenditure prohibited under paragraph (b) of this clause shall be subject to civil penalties as provided for by 31 U.S.C. 1352. An imposition of a civil penalty does not prevent the Government from seeking any other remedy that may be applicable.

(f) Cost Allowability. Nothing in this clause is to be interpreted to make allowable or reasonable any costs which would be unallowable or unreasonable in accordance with Part 31 of the Federal Acquisition Regulation (FAR), or OMB Circulars dealing with cost allowability for recipients of assistance agreements. Conversely, costs made specifically unallowable by the requirements in this clause will not be made allowable under any of the provisions of FAR Part 31 or the relevant OMB Circulars.

16. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.
- (d) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- (e) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the

Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the HA.

18. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the HA, or assume any right, privilege or duties of an employee, and shall save harmless the HA and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the HA in connection with this Agreement.

19. Other Contractors

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

20. Liens

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

21. Training and Employment Opportunities for Residents in the Project Area (Section 3, HUD Act of 1968; 24 CFR 135)

- (a) The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- (b) The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the Part 135 regulations.
- (c) The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of

apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

- (d) The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- (e) The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR Part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR Part 135.
- (f) Noncompliance with HUD's regulations in 24 CFR Part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

22. Procurement of Recovered Materials

- (a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.
- (b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.

HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE

CHECK REQUEST FORM

General Ledger Account	Deposit Assistance	GL #	111
Description	\$400,000 Grant	Acct #	4715010

TYPE OF REQUEST

- | | |
|---|--|
| <input type="checkbox"/> Banking Services | <input type="checkbox"/> Mileage Reimbursement |
| <input type="checkbox"/> Emergency | <input type="checkbox"/> Reimbursement to Tenants/Employees |
| <input type="checkbox"/> Port-Out Fees | <input type="checkbox"/> Utility Services |
| <input type="checkbox"/> COD- PO# | <input type="checkbox"/> Contract Progress Payment-PO# |
| | <input checked="" type="checkbox"/> Reimbursement to Landlords |

VENDOR NO: _____

Name: Raincross Senior Village **Phone #:** _____

Address: 18 Broad St. Ste. #300
Charleston, SC 29401

Contact Person: _____

Federal ID#: 20-0115104 **Social Security No.:** _____

Quantity	Item Description	Unit Cost	Extended Cost
1	SECURITY DEPOSIT \$400,000 GRANT:		
	Martin Taylor		\$ 350.00
	5236 Central Ave. #210		
	Riverside, CA 92504		

Funds Available: (X) Yes () No	Subtotal	\$ 350.00
Budget Adjusted: (attach budget adj form)	State Tax	
	Shp/Frgt Charges	
	Total	\$ 350.00

Yvette Calbay 10/14/2015
Requestor **Date:**

Building Maint Supervisor (<=\$2,500)	Fiscal Manager (<=\$7,500)
Senior Development Specialist (<=\$500)	Deputy Director (<=\$25,000)
Senior Development Specialist (<=\$2,500) (for Development Division and Maintenance)	Assistant Director (<=\$75,000)
Principal Development Specialist (<=\$5,000)	Executive Director (<=\$75,000)

General Conditions for Non-Construction Contracts

Section II – (With Maintenance Work)

U.S. Department of Housing and Urban Development

Office of Public and Indian Housing

Office of Labor Relations

OMB Approval No. 2577-0157 (exp. 1/31/2017)

Public Reporting Burden for this collection of information is estimated to average 0.08 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Reports Management Officer, Office of Information Policies and Systems, U.S. Department of Housing and Urban Development, Washington, D.C. 20410-3600; and to the Office of Management and Budget, Paperwork Reduction Project (2577-0157), Washington, D.C. 20503. Do not send this completed form to either of these addressees.

Applicability. This form HUD-5370C has 2 Sections. These Sections must be inserted into non-construction contracts as described below:

in the classification under this Contract from the first day on which work is performed in the classification.

- 1) Non-construction contracts (*without* maintenance) greater than \$100,000 - use Section I;
- 2) Maintenance contracts (including nonroutine maintenance as defined at 24 CFR 968.105) greater than \$2,000 but not more than \$100,000 - use Section II; and
- 3) Maintenance contracts (including nonroutine maintenance), greater than \$100,000 – use Sections I and II.

2. Withholding of funds

The Contracting Officer, upon his/her own action or upon request of HUD, shall withhold or cause to be withheld from the Contractor under this Contract or any other contract subject to HUD-determined wage rates, with the same prime Contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics employed by the Contractor or any subcontractor the full amount of wages required by this clause. In the event of failure to pay any laborer or mechanic employed under this Contract all or part of the wages required under this Contract, the Contracting Officer or HUD may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance until such violations have ceased. The Public Housing Agency or HUD may, after written notice to the Contractor, disburse such amounts withheld for and on account of the Contractor or subcontractor to the respective employees to whom they are due.

3. Records

- (a) The Contractor and each subcontractor shall make and maintain for three (3) years from the completion of the work records containing the following for each laborer and mechanic:
 - (i) Name, address and Social Security Number;
 - (ii) Correct work classification or classifications;
 - (iii) Hourly rate or rates of monetary wages paid;
 - (iv) Rate or rates of any fringe benefits provided;
 - (v) Number of daily and weekly hours worked;
 - (vi) Gross wages earned;
 - (vii) Any deductions made; and
 - (viii) Actual wages paid.
- (b) The Contractor and each subcontractor shall make the records required under paragraph 3(a) available for inspection, copying, or transcription by authorized representatives of HUD or the HA and shall permit such representatives to interview employees during working hours on the job. If the Contractor or any subcontractor fails to make the required records available, HUD or its designee may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds.

4. Apprentices and Trainees

- (a) Apprentices and trainees will be permitted to work at less than the predetermined rate for the work they perform when they are employed pursuant to and individually registered in:
 - (i) A bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration (ETA), Office of

Section II – Labor Standard Provisions for all Maintenance Contracts greater than \$2,000

1. Minimum Wages

- (a) All maintenance laborers and mechanics employed under this Contract in the operation of the project(s) shall be paid unconditionally and not less often than semi-monthly, and without subsequent deduction (except as otherwise provided by law or regulations), the full amount of wages due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Housing and Urban Development which is attached hereto and made a part hereof. Such laborers and mechanics shall be paid the appropriate wage rate on the wage determination for the classification of work actually performed, without regard to skill. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided, that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination, including any additional classifications and wage rates approved by HUD under subparagraph 1(b), shall be posted at all times by the Contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.
- (b) (i) Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate only when the following criteria have been met:
 - (1) The work to be performed by the classification required is not performed by a classification in the wage determination;
 - (2) The classification is utilized in the area by the industry; and
 - (3) The proposed wage rate bears a reasonable relationship to the wage rates contained in the wage determination.
- (ii) The wage rate determined pursuant to this paragraph shall be paid to all workers performing work

Apprenticeship Training, Employer and Labor Services (OATELS), or with a state apprenticeship agency recognized by OATELS, or if a person is employed in his/her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by OATELS or a state apprenticeship agency (where appropriate) to be eligible for probationary employment as an apprentice; A

- (ii) A trainee program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, ETA; or
- (iii) A training/trainee program that has received prior approval by HUD.

- (b) Each apprentice or trainee must be paid at not less than the rate specified in the registered or approved program for the apprentice's/trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Apprentices and trainees shall be paid fringe benefits in accordance with the provisions of the registered or approved program. If the program does not specify fringe benefits, apprentices/trainees must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification.
- (c) The allowable ratio of apprentices or trainees to journeyman on the job site in any craft classification shall not be greater than the ratio permitted to the employer as to the entire work force under the approved program.
- (d) Any worker employed at an apprentice or trainee wage rate who is not registered in an approved program, and any apprentice or trainee performing work on the job site in excess of the ratio permitted under the approved program, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed.
- (e) In the event OATELS, a state apprenticeship agency recognized by OATELS or ETA, or HUD, withdraws approval of an apprenticeship or trainee program, the employer will no longer be permitted to utilize apprentices/trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

5. Disputes concerning labor standards

- (a) Disputes arising out of the labor standards provisions contained in Section II of this form HUD-5370-C, other than those in Paragraph 6, shall be subject to the following procedures. Disputes within the meaning of this paragraph include disputes between the Contractor (or any of its subcontractors) and the HA, or HUD, or the employees or their representatives, concerning payment of prevailing wage rates or proper classification. The procedures in this section may be initiated upon HUD's own motion, upon referral of the HA, or upon request of the Contractor or subcontractor(s).
 - (i) A Contractor and/or subcontractor or other interested party desiring reconsideration of findings of violation by the HA or HUD relating to the payment of straight-time prevailing wages or classification of work shall request such reconsideration by letter postmarked within 30 calendar days of the date of notice of findings issued by the HA or HUD. The request shall set

forth those findings that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The request shall be directed to the appropriate HA or HUD official in accordance with instructions contained in the notice of findings or, if the notice does not specify to whom a request should be made, to the Regional Labor Relations Officer (HUD). The HA or HUD official shall, within 60 days (unless otherwise indicated in the notice of findings) after receipt of a timely request for reconsideration, issue a written decision on the findings of violation. The written decision on reconsideration shall contain instructions that any appeal of the decision shall be addressed to the Regional Labor Relations Officer by letter postmarked within 30 calendar days after the date of the decision. In the event that the Regional Labor Relations Officer was the deciding official on reconsideration, the appeal shall be directed to the Director, Office of Labor Relations (HUD). Any appeal must set forth the aspects of the decision that are in dispute and the reasons, including any affirmative defenses, with respect to the violations. The Regional Labor Relations Officer shall, within 60 days (unless otherwise indicated in the decision on reconsideration) after receipt of a timely appeal, issue a written decision on the findings. A decision of the Regional Labor Relations Officer may be appealed to the Director, Office of Labor Relations, by letter postmarked within 30 days of the Regional Labor Relations Officer's decision. Any appeal to the Director must set forth the aspects of the prior decision(s) that are in dispute and the reasons. The decision of the Director, Office of Labor Relations, shall be final.

- (b) Disputes arising out of the labor standards provisions of paragraph 6 shall not be subject to paragraph 5(a) of this form HUD-5370C. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set forth in 29 CFR Parts 5, 6 and 7. Disputes within the meaning of this paragraph 5(b) include disputes between the Contractor (or any of its subcontractors) and the HA, HUD, the U.S. Department of Labor, or the employees or their representatives.

6. Contract Work Hours and Safety Standards Act

The provisions of this paragraph 6 are applicable only where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" includes watchmen and guards.

- (a) **Overtime requirements.** No Contractor or subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.
- (b) **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the provisions set forth in paragraph 6(a), the Contractor and any

subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to the District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in paragraph (a) of this clause, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by provisions set forth in paragraph (a) of this clause.

(c) Withholding for unpaid wages and liquidated damages.

HUD or its designee shall upon its own action or upon written request of an authorized representative of the U.S. Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Contractor or subcontractor under any such Contract or any federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Contractor such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for unpaid wages and liquidated damages as provided in the provisions set forth in paragraph (b) of this clause.

7. Subcontracts

The Contractor or subcontractor shall insert in any subcontracts all the provisions contained in this Section II and also a clause requiring the subcontractors to include these provisions in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the provisions contained in these clauses.

8. Non-Federal Prevailing Wage Rates

Any prevailing wage rate (including basic hourly rate and any fringe benefits), determined under state law to be prevailing, with respect to any employee in any trade or position employed under the Contract, is inapplicable to the contract and shall not be enforced against the Contractor or any subcontractor, with respect to employees engaged under the contract whenever such non-Federal prevailing wage rate, exclusive of any fringe benefits, exceeds the applicable wage rate determined by the Secretary of HUD to be prevailing in the locality with respect to such trade or position.

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

7 REGISTER OF WAGE DETERMINATIONS UNDER	U.S. DEPARTMENT OF LABOR
8 THE SERVICE CONTRACT ACT	EMPLOYMENT STANDARDS ADMINISTRATION
9 By direction of the Secretary of Labor	WAGE AND HOUR DIVISION
	WASHINGTON D.C. 20210

10	Wage Determination No.: 2005-2053
11 Diane C. Koplewski	Revision No.: 18
12 Director	Date Of Revision: 12/22/2014
13 Division of	
14 Wage Determinations	

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

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23710 - Office Appliance Repairer \$20.06 an hour.

EXHIBIT "E"

**CONTRACTOR's FORM OF PROPOSAL
SUBMITTED IN RESPONSE TO RFP NO. 2015-005**

(behind this page)

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**REQUEST FOR PROPOSALS (RFP) NO. 2015-005
COPIER LEASE AND MAINTENANCE SERVICE**

ATTACHMENT B

“FORM OF PROPOSAL”

(This Form must be fully completed and placed under Tab No. 2 of the “hard copy” tabbed proposal submittal.)

- A. Form of Proposal:** Each proposer shall submit their proposed fees on this form only, (two pages) which shall be completed, signed and returned to the HACR with Proposal.
- B. Entry of Proposed Fees:** The proposed fees shall be submitted by the proposer and received by the HACR where provided. Each proposer must enter where provided the proposed unit fees for each of the following pricing items. Such fees shall be all-inclusive of all related costs that the Proposer will incur to provide the noted services, including, but not limited to (unless otherwise stated herein): employee wages and benefits; clerical support; overhead; profit; licensing; insurance; materials; supplies; tools; equipment; long distance telephone calls; document copying; etc. You must enter a proposed fee for the majority of pricing items (a "No Proposal" is not allowed for any item), though a "No Charge" is allowed for several of the pricing Items.
- C. Actual Billing:** (optional, if offered) Please provide per click prices on actual billing using 195,000 copies/clicks per month as a basis.

ANNUAL LEASE FEE (IF APPLICABLE)	ANNUAL MAINTENANCE FEE	PER CLICK FEES (color / b&w)	HOW BILLED (Quarterly etc.)
\$763	\$0	564: \$0.0045 1054: \$0.004 4140: \$0.049/.005	Quarterly in arrears

This price includes 0 copies.

These rates are charged per copy.

- D. Aggregate Billing:** (optional, if offered) Please provide per click prices on actual billing using 195,000 copies/clicks per month as a basis for all five (5) machines.

ANNUAL LEASE FEE (IF APPLICABLE)	ANNUAL MAINTENANCE FEE	PER CLICK FEES (color / b&w)	HOW BILLED (Quarterly etc.)
\$838.00	\$825.00	564: \$0.0045 1054: \$0.004 4140: \$0.049/.005	Quarterly in arrears

This price includes 195,000 copies.

These rates are charged for copies made over 195,000 per month.

**REQUEST FOR PROPOSALS (RFP) NO. 2015-005
COPIER LEASE AND MAINTENANCE SERVICE**

E. Specified Billing: Per copies/clicks specifications listed in Attachment I.

	MODEL #	ANNUAL LEASE FEE	ANNUAL MAINTENANCE FEE	PER CLICK FEES (color / b&w)	MAX AMOUNT OF COPIES PER MONTH & OVERAGE PRICES
1	Sharp MX M1054	\$359 per month	\$400 per month	\$0.004 for copies over 100,000 per month	Includes 100,000 / month Copies over 100,000 per month: \$0.004 each
2	Sharp MX 4140N	\$131 per month	\$125 per month	\$0.005 for b/w copies over 25,000. \$0.049 each color	Includes 25,000 b/w copies / month and 0 color / month. Each color copy: \$0.049
3	Sharp MX M564	\$116 per month	\$90 per month	\$0.0045 for copies over 20,000 per month	Includes 20,000 per month. Copies over 20,000 per month: \$0.0045 each
4	Sharp MX M564	\$116 per month	\$112.50 per month	\$0.0045 for copies over 25,000 per month	Includes 25,000 per month. Copies over 25,000 per month: \$0.0045 each
5	Sharp MX M564	\$116 per month	\$112.50 per month	\$0.0045 for copies over 25,000 per month	Includes 25,000 per month. Copies over 25,000 per month: \$0.0045 each

Quantities: All quantities entered by the HACR herein and within the corresponding Pricing Items are for calculating purposes only. As may be further detailed herein, the HACR does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFP, as the ensuing contract will be a Requirements Contract, in that the HACR shall retain one proposer only and shall retain the right to order from that proposer (successful proposer), any amount of services the HACR requires.

Date: 4/13/2015

Company: Cell Business Equipment

Print Name: Eman Hafiz

Signature: 

949 830-1400
Office Number

949 290-2868
Mobile Number

ehafiz@kopiers.com
Email Address

EXHIBIT "F"

TECHNICAL SPECIFICATIONS OF MFS COPIERS AND COPY (CLICK) AMOUNTS

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

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

- 1: Canon ImageRUNNER Advance 8205G: 100,000 copies (clicks) per month.
- 2: Canon ImageRUNNER Advance C5240: 25,000 copies (clicks) per month.
- 3: Canon ImageRUNNER Advance 6255: 20,000 copies (clicks) per month.
- 4: Canon ImageRUNNER Advance 6255: 25,000 copies (clicks) per month.
- 5: Canon ImageRUNNER Advance 6255: 25,000 copies (clicks) per month.

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