

FORM APPROVED COUNTY COUNSEL  
 BY: GREGORY P. PRIAMOS DATE: 11/25/15

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

175



**FROM:** Housing Authority

**SUBMITTAL DATE:**  
 October 7, 2015

**SUBJECT:** Mail Handling and Presort Services at the Housing Authority of the County of Riverside – Approve and Accept Single Source Proposal and Approve Contract for Mail Handling and Presort Services with Inland Presort and Mailing Services, One Year [\$400,000] Housing Authority Public Housing Funds 5%, Housing Authority Admin Funds 5%, Housing Authority Section 8 Funds 90%; CEQA Exempt, All Districts

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

1. Find that the project is exempt under California Environmental Quality Act (CEQA) State Guidelines Section 15061(b)(3);
2. Approve and accept the proposal by Inland Presort and Mailing Services, a California corporation (Inland Presort) to the Housing Authority of the County of Riverside (Housing Authority) as the single source responsive and responsible proposer for mail handling and presort service for an initial 1 year term with 4 options to renew for 1 year periods each (\$80,000 per year cost) for a total aggregate contract amount of \$400,000;

(Continued)

*[Signature]*  
 Robert Field  
 Executive Director

FISCAL PROCEDURES APPROVED  
 PAUL ANGULO, CPA, AUDITOR-CONTROLLER  
 BY: [Signature] DATE: 12/3/15  
 Susana Garcia-Bocanegra

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost:	POLICY/CONSENT (per Exec. Office)
COST	\$ 80,000	\$ 80,000	\$ 400,000	\$ 0	Consent <input type="checkbox"/> Policy <input checked="" type="checkbox"/>
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0	

**SOURCE OF FUNDS:** Housing Authority Section 8 Funds 90%, Housing Authority Admin Funds 5%, Housing Authority Public Housing Funds 5%  
**Budget Adjustment:** No  
**For Fiscal Year:** 2015/16-2019/20

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

APPROVE

BY: *[Signature]*  
 Rohini Dasika

County Executive Office Signature

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

On motion of Commissioner Tavaglione, seconded by Commissioner Benoit and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Tavaglione, Washington, Benoit and Ashley  
 Nays: None  
 Absent: Jeffries  
 Date: December 15, 2015  
 xc: Housing Authority, Recorder

Kecia Harper-Ihem  
 Clerk of the Board  
 By: *[Signature]*  
 Deputy

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

10-4

A-30     Positions Added  
 4/5     Change Order  
 Vote

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

Housing Authority

**FORM 11:** Mail Handling and Presort Services at the Housing Authority of the County of Riverside – Approve and Accept Single Source Proposal and Approve Contract for Mail Handling and Presort Services with Inland Presort and Mailing Services, One Year [\$400,000] Housing Authority Public Housing Funds 5%, Housing Authority Admin Funds 5%, Housing Authority Section 8 Funds 90%; CEQA Exempt, All Districts

**DATE:** October 7, 2015

**PAGE:** 2 of 3

**RECOMMENDED MOTION:** (Continued)

3. Approve the attached Contract for Mail Handling and Presort Service (Agreement) between the Housing Authority and Inland Presort for an initial 1 year term with 4 options to renew for 1 year periods each (\$80,000 per year cost) for a total aggregate contract amount of \$400,000;
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 via U.S. Mail every month.

The Housing Authority advertised a Request for Proposals (RFP) for its mail handling and presorting services, on October 30, 2014. RFP 2014-003 was issued, posted prominently on our website, distributed electronically to a bidders list via email, and advertised for one week in three newspapers of general circulation in two different counties (San Bernardino and Riverside), with a closing date of November 26, 2014. After the closing date, the Housing Authority only received one bid from its current provider, Inland Presort and Mailing Services, a California corporation (Inland Presort). The closing date was then extended to December 11, 2014. No other proposals were received and the closing date was again extended to January 5, 2015. At the end of the January 5, 2015 closing date, no other proposals had been received and the RFP was ended.

Housing Authority staff petitioned HUD for a single source exception as provided under 24 CFR 85.36 (d)(4)(i). HUD ultimately approved Inland Presort as a single source proposer on August 24, 2015.

Housing Authority staff recommends that the Board of Commissioners (BOC) approve and accept the single source proposal submitted by Inland Presort as the most responsible and responsive proposer for the provision of U.S. Mail presort services. Housing Authority staff also recommends that the BOC approve the attached proposed Contract for Mail Handling and Presort Services (Contract) to be entered into between the Housing Authority and Inland Presort. The proposed Contract is for an initial 1 year term with 4 options to renew for 1 year periods each, (\$80,000 per year) for a total maximum contract amount of \$400,000.

(Continued)

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

Housing Authority

**FORM 11:** Mail Handling and Presort Services at the Housing Authority of the County of Riverside – Approve and Accept Single Source Proposal and Approve Contract for Mail Handling and Presort Services with Inland Presort and Mailing Services, One Year [\$400,000] Housing Authority Public Housing Funds 5%, Housing Authority Admin Funds 5%, Housing Authority Section 8 Funds 90%; CEQA Exempt, All Districts

**DATE:** October 7, 2015

**PAGE:** 3 of 3

**BACKGROUND:**

**Summary** (Continued)

The proposed Contract with Inland Presort 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. The project relates to the provision of U.S. Mail presort services by Inland Presort at the Housing Authority's main office and it can be seen with certainty that there is no possibility that the mail presort services may have a significant effect on the environment, 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 of the approval of the proposed Contract.

Housing Authority staff recommends approval of the attached proposed Contract. County Counsel has reviewed and approved the Contract 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 U.S. Mail presort service will enable the Housing Authority to continue to meet its HUD requirements with regard to sending notices to its various clients.

**SUPPLEMENTAL:**

**Additional Fiscal Information**

No impact upon the Housing Authority's General Fund; the Housing Authority's contribution to the project will be fully funded through HUD Public Housing Operating Funds and Section 8 Funds.

**Contract History and Price Reasonableness**

The cost proposed by the single source proposer at \$80,000 per year (\$400,000 aggregate over 5 years) compares well with our previously contracted amounts and is deemed to be appropriate, fair and reasonable.

**Attachments:**

- Contract for Copier Lease and Maintenance Services (3)
- Notice of Exemption
- HUD Approval of Noncompetitive Proposal Contract Award Letter



## NOTICE OF EXEMPTION

November 20, 2015

**Project Name:** Mail Handling and Presort Service

**Project Number:** 2014-003

**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 via U.S. Mail. The Housing Authority does not have the available staff to process the large volume of outgoing mail it generates, therefore they must contract with a private company to bundle, sort and deliver the mail to the U.S. Post Office. 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 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 a U.S. Mail presort service 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 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 bundling, sorting and retrieval of U.S. Mail 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.

DEC 15 2015

10-4

[www.rivcoeda.org](http://www.rivcoeda.org)

Administration  
Aviation  
Business Intelligence  
Cultural Services  
Community Services  
Custodial

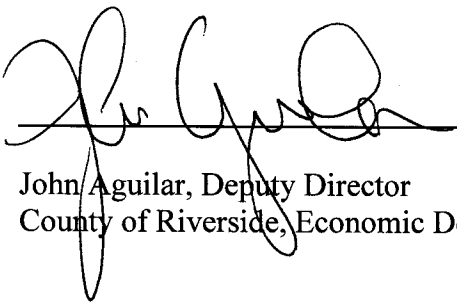
Housing  
Housing Authority  
Information Technology  
Maintenance  
Marketing

Economic Development  
Edward-Dean Museum  
Environmental Planning  
Fair & National Date Festival  
Foreign Trade  
Graffiti Abatement

Parking  
Project Management  
Purchasing Group  
Real Property  
Redevelopment Agency  
Workforce Development

- 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 the U.S. Mail presort services at the Housing Authority’s already existing main office will not have an effect on the environment. The U.S. Mail presort service will not increase any potential environmental impacts. The use and operation of the site will be substantially the same as before and the U.S. Mail presort service will not create any new environmental impacts to the surrounding area. Therefore, in no way would the project as proposed have the potential to cause a significant environmental impact and the project is exempt from further CEQA analysis.

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

Signed:  \_\_\_\_\_ Date: 11-23-15

John Aguilar, Deputy Director  
County of Riverside, Economic Development Agency

1           **CONTRACT FOR MAIL HANDLING & PRESORT SERVICE**  
2                                   **BY AND BETWEEN**  
3           **THE HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**  
4                                   **AND INLAND PRESORT AND MAILING SERVICES**

5  
6           This CONTRACT FOR MAIL HANDLING & PRESORT SERVICE (“Contract”) is  
7 made by and between the **HOUSING AUTHORITY OF THE COUNTY OF RIVERSIDE**,  
8 a public entity corporate and politic (“AUTHORITY”) and **INLAND PRESORT AND**  
9 **MAILING SERVICES**, a California corporation, (“CONTRACTOR”) or (“INLAND  
10 PRESORT”). 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 proposer in connection with  
21 the AUTHORITY’s Request for Proposal No. 2014-003 for Mail Presort services dated January  
22 5, 2015 incorporated herein by this reference (“RFP No. 2014-003”); 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. 2014-003, 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

DEC 15 2015 10-4

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. 2014-003; and (iii) CONTRACTOR's  
4 proposal submitted to the AUTHORITY on January 5, 2015 in connection with RFP No. 2014-  
5 003 which is incorporated herein by this reference (collectively, "Mail Handling and Presort  
6 Service" or "services").

7                   1.1     CONTRACTOR shall, as required by applicable code, law or regulation,  
8 provide all Mail Handling and Presort Service as listed in Exhibit "A" to the AUTHORITY at  
9 the following location: "HACR Main Office" located at 5555 Arlington Avenue, Riverside,  
10 California, 92504.

11                   1.2     CONTRACTOR affirms this it is fully apprised of all of the work to be  
12 performed under this Contract and CONTRACTOR agrees it can properly perform this work;

13                   1.3     Acceptance by the AUTHORITY of CONTRACTOR's performance  
14 under this Contract does not operate as a release of CONTRACTOR's responsibility for full  
15 compliance with the terms of this Contract.

16                   1.4     CONTRACTOR represents and maintains that it is skilled in the  
17 professional calling necessary to perform all services, duties and obligations required by this  
18 Contract and Exhibit "A" to fully and adequately provide all services and the AUTHORITY  
19 relies upon this representation. CONTRACTOR shall perform the services and duties in  
20 conformance to and consistent with the standards generally recognized as being employed by  
21 professionals in the same discipline in the State of California. CONTRACTOR further  
22 represents and warrants to the AUTHORITY that it has all licenses, permits, qualifications and  
23 approvals of whatever nature that are legally required to practice its profession.  
24 CONTRACTOR further represents that it shall keep all such licenses and approvals in effect  
25 during the term of this Contract.

26           2.     PERIOD OF PERFORMANCE. The term of this Contract shall commence on  
27 the Effective Date (defined below) and continue in effect until **June 30, 2016**, unless earlier  
28 terminated pursuant to paragraph 13 below ("Term"). The term "Effective Date" as used herein

1 shall mean the date the Parties execute this Contract. If the Parties execute this Contract on  
2 more than one date, then the last date this Contract is executed by a party shall be the Effective  
3 Date.

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

12           3.     COMPENSATION/PAYMENT.

13           3.1 AUTHORITY will compensate CONTRACTOR for all services  
14 rendered, products provided and costs and expenses incurred for the Mail Handling and Presort  
15 Service as provided pursuant to this Contract.

16           3.2 AUTHORITY will pay CONTRACTOR the itemized rate for each piece  
17 of mail handled in accordance with the prices and weights listed in Exhibit "D" which total  
18 amount shall not exceed the sum of **Eighty Thousand Dollars (\$80,000.00)**, including any  
19 expenses as provided in Section 3.3 below. CONTRACTOR acknowledges and agrees that the  
20 AUTHORITY shall not be obligated to supply a minimum or maximum quantity of mail during  
21 the term of this Contract; Authority shall provide mail to CONTRACTOR on a per-piece-as-  
22 needed basis.

23           3.3 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 **Eighty Thousand Dollars (\$80,000.00)**, including any expenses. In the event the Parties  
26 extend the Term pursuant to Section 2.1 above, the maximum total amount of compensation  
27 paid to the CONTRACTOR by the AUTHORITY pursuant to this Contract during any one year  
28 extension period shall not exceed the sum of **Eighty Thousand Dollars (\$80,000.00)**, including



1 any expenses, per year. The total amount of compensation paid by AUTHORITY to  
2 CONTRACTOR during the initial Term, plus any AUTHORITY approved extensions, for the  
3 Mail Handling and Presort Service shall the cumulative sum paid to the CONTRACTOR under  
4 this Contract shall not exceed the sum of Four Hundred Thousand Dollars (\$400,000.00)  
5 including all expenses. The AUTHORITY is not responsible for any fees or costs above or  
6 beyond the contracted amount and shall have no obligation to purchase any specified amount of  
7 services or products, unless agreed to by the AUTHORITY in writing.

8           3.4     CONTRACTOR shall invoice the AUTHORITY for all services rendered  
9 in accordance with Exhibits "A" and "D" attached hereto. AUTHORITY shall pay the invoice  
10 within thirty (30) working days from the date of receipt of the invoice. AUTHORITY shall not  
11 be liable for any interest or late charges in the performance of this Contract.

12           3.5     AUTHORITY will not unreasonably withhold approving postage price  
13 increases after CONTRACTOR provides bona fide and written evidence to AUTHORITY of  
14 cost increases from the U.S. Postal Service. CONTRACTOR shall provide a minimum of thirty  
15 (30) calendar days advance written notice to AUTHORITY to secure a postage price increase  
16 adjustment.

17           3.6     The AUTHORITY's obligation for payment of this Contract beyond the  
18 current fiscal year end is contingent upon and limited by the availability of AUTHORITY  
19 funding from which payment can be made. No legal liability on the part of the AUTHORITY  
20 shall arise for payment beyond June 30 of each calendar year unless funds are made available  
21 for such payment. In the event that such funds are not forthcoming for any reason,  
22 AUTHORITY shall immediately notify CONTRACTOR in writing, and this Contract shall be  
23 deemed terminated and have no further force and effect.

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

28           5.     AMENDMENTS TO WORK PROGRAM. The Deputy Executive Director of

1 AUTHORITY is authorized, in his/her sole and absolute discretion, to approve and execute  
2 changes to the Contract to the extent such changes do not cause the total Contract to exceed  
3 \$75,000. The Parties acknowledge and agree that the current total Contract amount already  
4 exceeds \$75,000. Such changes shall be mutually agreed upon by and between the Deputy  
5 Executive Director and CONTRACTOR and shall be incorporated in written amendments to  
6 this Contract.

7 6. INSPECTION OF SERVICES. All performances under this Contract shall be  
8 subject to inspection by the AUTHORITY. CONTRACTOR shall provide adequate  
9 cooperation to AUTHORITY representative to permit him/her to determine CONTRACTOR's  
10 conformity with the terms of this Contract. If any services performed or products provided by  
11 CONTRACTOR are not in conformance with the terms of this Contract or RFP No. 2014-003,  
12 the AUTHORITY shall have the right to require CONTRACTOR to perform the services or  
13 provide the products in conformance with the terms of this Contract and/or RFP No. 2014-003  
14 at no additional cost to the AUTHORITY. When the services to be performed or the products  
15 to be provided are of such nature that the difference cannot be corrected, the AUTHORITY  
16 shall have the right to: (1) require CONTRACTOR immediately to take all necessary steps to  
17 ensure future performance in conformity with the terms of this Contract; and/or (2) if  
18 applicable, reduce the Contract price to reflect the reduced value of the services performed or  
19 products provided. The AUTHORITY may also terminate this Contract for default and charge  
20 to CONTRACTOR any costs incurred by the AUTHORITY because of CONTRACTOR's  
21 failure to perform.

22 CONTRACTOR shall establish adequate procedures for self-monitoring to ensure  
23 proper performance under this Contract; and shall permit an AUTHORITY representative to  
24 monitor, assess or evaluate CONTRACTOR's performance under this Contract at any time  
25 upon reasonable notice to CONTRACTOR.

26 7. INDEPENDENT CONTRACTOR. CONTRACTOR is, for purposes relating to  
27 this Contract, an independent contractor and shall not be deemed an employee of the  
28 AUTHORITY. It is expressly understood and agreed that CONTRACTOR (including its

1 employees, agents and subcontractors) shall in no event be entitled to any benefits to which  
2 AUTHORITY employees are entitled, including but not limited to, overtime, any retirement  
3 benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall  
4 be no employer-employee relationship between the Parties; and CONTRACTOR shall hold  
5 AUTHORITY harmless from any and all claims that may be made against AUTHORITY based  
6 upon any contention by a third party that an employer-employee relationship exists by reason of  
7 this Contract. It is further understood and agreed by the Parties that CONTRACTOR in the  
8 performance of this Contract is subject to the control or direction of AUTHORITY merely as to  
9 the results to be accomplished and not as to the means and methods for accomplishing the  
10 results.

11 8. SUBCONTRACT FOR WORK OR SERVICES. No contract shall be made by  
12 CONTRACTOR with any other party for furnishing any of the work or services under this  
13 Contract without the prior written approval of the AUTHORITY. The aforementioned provision  
14 shall not require the approval of contracts of employment between CONTRACTOR and  
15 personnel assigned under this Contract, or for Parties named in RFP No. 2014-003 and agreed to  
16 under this Contract.

17 9. SERVICE-CONTRACT ACT. For all service contracts in excess of \$2,500,  
18 whose principal purpose of which is to furnish services through the use of "service employees",  
19 both Parties hereby agree to comply with the Service Contract Act, as amended (41 U.S.C.  
20 6701, et seq.), the applicable provisions of the Fair Labor Standards Act of 1938, as amended  
21 (29 U.S.C. 201, et seq.), and related Secretary of Labor regulations and instructions (29 CFR  
22 Parts 4, 6, 8, and 1925).

23 10. INDEMNIFICATION. CONTRACTOR shall indemnify and hold harmless the  
24 AUTHORITY, County of Riverside, their respective Agencies, Districts, Special Districts and  
25 Departments, and their respective directors, officers, Board of Supervisors, Board of  
26 Commissioners, elected and appointed officials, employees, agents and representatives  
27 (individually and collectively hereinafter referred to as Indemnitees) from any liability  
28 whatsoever, based or asserted upon any services of CONTRACTOR, its officers, employees,

1 subcontractors, agents or representatives arising out of or in any way relating to this Contract,  
2 including but not limited to property damage, bodily injury, or death, or any other element of  
3 any kind or nature whatsoever arising from the performance of CONTRACTOR, its officers,  
4 employees, subcontractors, agents or representatives from this Contract. CONTRACTOR shall  
5 defend at its sole expense, all costs and fees including, but not limited to, attorney fees, cost of  
6 investigation, defense and settlements or awards, the Indemnitees in any claim or action based  
7 upon such alleged acts or omissions.

8         With respect to any action or claim subject to indemnification herein by CONTRACTOR,  
9 CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and  
10 shall have the right to adjust, settle, or compromise any such action or claim without the prior  
11 consent of AUTHORITY; provided, however, that any such adjustment, settlement or  
12 compromise in no manner whatsoever limits or circumscribes CONTRACTOR's indemnification  
13 to Indemnitees as set forth herein.

14         CONTRACTOR's obligation hereunder shall be satisfied when CONTRACTOR has  
15 provided AUTHORITY the appropriate form of dismissal relieving AUTHORITY from any  
16 liability for the action or claim involved.

17         The specified insurance limits required in this Contract shall in no way limit or  
18 circumscribe CONTRACTOR's obligations to indemnify and hold harmless the Indemnitees  
19 herein from third party claims.

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

24         11.     INSURANCE. Without limiting or diminishing the CONTRACTOR's obligation  
25 to indemnify or hold the AUTHORITY and the Indemnitees harmless, CONTRACTOR shall  
26 procure and maintain or cause to be maintained, at its sole cost and expense, the following  
27 insurance coverages during the term of this Contract. As respects to the insurance section only,  
28 the AUTHORITY herein refers to the Housing Authority of the County of Riverside, the

1 County of Riverside, their respective Agencies, Districts, Special Districts, and Departments,  
2 their respective directors, officers, Board of Supervisors, Board of Commissioners, employees,  
3 elected or appointed officials, agents or representatives as Additional Insureds.

4           11.1 Workers' Compensation. If the CONTRACTOR has employees as defined  
5 by the State of California, the CONTRACTOR shall maintain statutory Workers' Compensation  
6 Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include  
7 Employers' Liability (Coverage B) including Occupational Disease with limits not less than  
8 \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor  
9 of the AUTHORITY.

10           11.2 Commercial General Liability. Commercial General Liability insurance  
11 coverage, including but not limited to, premises liability, unmodified contractual liability,  
12 products and completed operations liability, personal and advertising injury, employment  
13 practices liability, and cross liability coverage, covering claims which may arise from or out of  
14 CONTRACTOR's performance of its obligations hereunder. Policy shall name the  
15 AUTHORITY, as Additional Insureds. Policy's limit of liability shall not be less than  
16 \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate  
17 limit, it shall apply separately to this Contract or be no less than two (2) times the occurrence  
18 limit.

19           11.3 Vehicle Liability. If vehicles or mobile equipment are used in the  
20 performance of the obligations under this Contract, then CONTRACTOR shall maintain  
21 liability insurance for all owned, non-owned or hired vehicles so used in an amount not less  
22 than \$1,000,000 per occurrence combined single limit. If such insurance contains a general  
23 aggregate limit, it shall apply separately to this Contract or be no less than two (2) times the  
24 occurrence limit. Policy shall name the AUTHORITY, as Additional Insureds.

25           11.4 Professional Liability. CONTRACTOR shall maintain Professional  
26 Liability Insurance providing coverage for the CONTRACTOR's performance of work included  
27 within this Contract, with a limit of liability of not less than \$1,000,000 per occurrence and  
28 \$2,000,000 annual aggregate. If CONTRACTOR's Professional Liability Insurance is written

1 on a claims made basis rather than an occurrence basis, such insurance shall continue through  
2 the term of this Contract and CONTRACTOR shall purchase at his sole expense either 1) an  
3 Extended Reporting Endorsement (also, known as Tail Coverage); or 2) Prior Dates Coverage  
4 from new insurer with a retroactive date back to the date of, or prior to, the inception of this  
5 Contract; or 3) demonstrate through Certificates of Insurance that CONTRACTOR has  
6 Maintained continuous coverage with the same or original insurer. Coverage provided under  
7 items; 1), 2), or 3) will continue as long as the law allows.

8           11.5 General Insurance Provisions - All lines.

- 9           a. Any insurance carrier providing insurance coverage hereunder shall be  
10           admitted to the State of California and have an A M BEST rating of not less  
11           than A: VIII (A:8) unless such requirements are waived, in writing, by the  
12           County Risk Manager. If the County's Risk Manager waives a requirement  
13           for a particular insurer such waiver is only valid for that specific insurer and  
14           only for one policy term.
- 15           b. The CONTRACTOR must declare its insurance self-insured retention for  
16           each coverage required herein. If any such self-insured retention exceeds  
17           \$2,500,000 per occurrence each such retention shall have the prior written  
18           consent of the County Risk Manager before the commencement of operations  
19           under this Contract. Upon notification of self-insured retention unacceptable  
20           to the AUTHORITY, and at the election of the County's Risk Manager,  
21           CONTRACTOR's carriers shall either; 1) reduce or eliminate such self-  
22           insured retention as respects this Contract with the AUTHORITY, or 2)  
23           procure a bond which guarantees payment of losses and related  
24           investigations, claims administration, and defense costs and expenses.
- 25           c. CONTRACTOR shall cause CONTRACTOR's insurance carrier(s) to  
26           furnish the AUTHORITY with either 1) a properly executed original  
27           Certificate(s) of Insurance and certified original copies of Endorsements  
28           effecting coverage as required herein, and 2) if requested to do so orally or in

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

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

26 e. If, during the term of this Contract or any extension thereof, there is a  
27 material change in the scope of services; or, there is a material change in the  
28 equipment to be used in the performance of the scope of work; or, the term of

1 this Contract, including any extensions thereof, exceeds five (5) years; the  
2 AUTHORITY reserves the right to adjust the types of insurance and the  
3 monetary limits of liability required under this Contract, if in the County  
4 Risk Manager's reasonable judgment, the amount or type of insurance carried  
5 by the CONTRACTOR has become inadequate.

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

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

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

13 12. GENERAL.

14 12.1 CONTRACTOR shall not provide any services or products subject to any  
15 chattel mortgage or under a conditional sales contract or other agreement by which an interest is  
16 retained by a third party. The CONTRACTOR warrants that it has good title to all materials or  
17 products used by CONTRACTOR or provided to AUTHORITY pursuant to this Contract, free  
18 from all liens, claims or encumbrances.

19 12.2 AUTHORITY will use best efforts to cooperate with CONTRACTOR  
20 and, at the written request of CONTRACTOR, provide CONTRACTOR access to non-  
21 privileged and/or non-confidential data necessary for the CONTRACTOR to carry out  
22 CONTRACTOR's responsibilities under this Contract.

23 12.3 CONTRACTOR shall comply with all applicable Federal, State and local  
24 laws and regulations. CONTRACTOR will comply with all applicable AUTHORITY policies  
25 and procedures. In the event that there is a conflict between the various laws or regulations that  
26 may apply, the CONTRACTOR shall comply with the more restrictive law or regulation.

27 12.4 CONTRACTOR shall comply with all air pollution control, water  
28 pollution, safety and health ordinances, statutes or regulations which apply to performance



1 under this Contract.

2 13. TERMINATION. AUTHORITY may, by written notice to CONTRACTOR,  
3 terminate this Contract in whole or in part at any time (“notice of termination”). Such  
4 termination may be for AUTHORITY’s convenience and without cause as set forth in Section  
5 13.1 below or because of CONTRACTOR’s failure to perform its duties and obligations under  
6 this Contract including, but not limited to, the failure of CONTRACTOR to timely perform  
7 services pursuant to this Contract as set forth in Section 13.2 below.

8 13.1 AUTHORITY may terminate this Contract without cause upon thirty (30)  
9 days written notice served upon the CONTRACTOR stating the extent and effective date of  
10 termination.

11 13.2 AUTHORITY may, upon five (5) days written notice, terminate this  
12 Contract for CONTRACTOR’s default, if CONTRACTOR refuses or fails to comply with the  
13 terms of this Contract or fails to make progress so as to endanger performance and does not  
14 immediately cure such failure. In the event of such termination, the AUTHORITY may proceed  
15 with the work in any manner deemed proper by AUTHORITY.

16 13.3 After receipt of the notice of termination, CONTRACTOR shall:

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

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

25 13.4 After termination, AUTHORITY shall make payment only for  
26 CONTRACTOR’s performance, which has been completed and accepted by AUTHORITY, up  
27 to the date of termination in accordance with this Contract.

28 13.5 CONTRACTOR’s rights under this Contract shall terminate (except for

1 fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of  
2 this Contract by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or  
3 inability for any reason whatsoever to perform the terms of this Contract. In such event,  
4 CONTRACTOR shall not be entitled to any further compensation under this Contract.

5           13.6 If the termination is due to a default by CONTRACTOR the  
6 AUTHORITY may take over the work and prosecute the same to completion by contract or  
7 otherwise. CONTRACTOR shall be liable to the AUTHORITY for any reasonable additional  
8 costs incurred by the AUTHORITY to revise work for which the AUTHORITY has  
9 compensated CONTRACTOR under this Contract, but which the AUTHORITY has determined  
10 in its sole discretion needs to be revised in part or whole to complete the services required under  
11 this Contract. Following discontinuance of services, the AUTHORITY may arrange for a  
12 meeting with CONTRACTOR to determine what steps, if any, CONTRACTOR can take to  
13 adequately fulfill its requirements under this Contract. In its sole and absolute discretion,  
14 AUTHORITY's representative may propose an adjustment to the terms and conditions of the  
15 Contract, including the Contract price. Such contract adjustments, if accepted in writing by the  
16 Parties, shall become binding on CONTRACTOR and shall be performed as part of this  
17 Contract. In the event of termination due to a default by CONTRACTOR, unless otherwise  
18 agreed to in writing by the parties, this Contract shall terminate immediately upon  
19 CONTRACTOR's receipt of the notice of termination. Termination of this Contract for cause  
20 may be considered by the AUTHORITY in determining whether to enter into future contracts  
21 with CONTRACTOR.

22           13.7 The rights and remedies of the AUTHORITY provided in this Section are  
23 in addition to any other rights and remedies provided by law or under this Contract.

24           14. FORCE MAJEURE. If either Party is unable to comply with any provision of  
25 this Contract due to causes beyond its reasonable control, and which could not have been  
26 reasonably anticipated, such as Acts of God, acts of war, civil disorders, or other similar acts,  
27 such Party shall not be held liable for such failure to comply, provided the other Party receives  
28 written notice of such force majeure event no later than fourteen (14) calendar days after

1 commencement of such force majeure event.

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

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

26 CONTRACTOR shall not, under circumstances which could be interpreted as an attempt  
27 to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor  
28 from individuals or firms with whom CONTRACTOR is doing business or proposing to do

1 business, in accomplishing the work under this Contract.

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

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

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

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

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

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

25 22. LICENSE AND CERTIFICATION. CONTRACTOR verifies upon execution of  
26 this Contract, possession of a current and valid license in compliance with any local, State, and  
27 Federal laws and regulations relative to the scope of services to be performed under Exhibit A  
28 and RFP No. 2014-003 and that services(s) will be performed by properly trained and licensed

1 staff.

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

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

22 24. WORK PRODUCT. All reports, preliminary findings, or data assembled or  
23 compiled by CONTRACTOR under this Contract become the property of the AUTHORITY.  
24 The AUTHORITY reserves the right to authorize others to use or reproduce such materials.  
25 Therefore, such materials shall not be circulated in whole or in part, nor released to the public,  
26 without the direct written authorization of the AUTHORITY Executive Director or an  
27 authorized designee.

28 25. RECORDS AND DOCUMENTS. CONTRACTOR shall make available, upon

1 written request by any duly authorized Federal, State or local agency, a copy of this Contract  
2 and such books, documents and records as are necessary to certify the nature and extent of  
3 CONTRACTOR's costs related to this Contract. All such books, documents and records shall  
4 be maintained by CONTRACTOR for at least five (5) years following termination of this  
5 Contract and be available for audit by the AUTHORITY. CONTRACTOR shall provide to the  
6 AUTHORITY any reports and information related to this Contract as requested by the  
7 AUTHORITY.

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

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

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

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

23       30. MEDIATION. CONTRACTOR and AUTHORITY agree that in the event of  
24 any controversy or dispute between AUTHORITY and CONTRACTOR arising out of this  
25 Contract, regardless of the nature of the claim or dispute, whether in tort, contract, or otherwise,  
26 which are not adequately addressed by the AUTHORITY's informal and formal dispute  
27 resolution process, if applicable, shall be submitted to mediation. The Parties shall jointly select  
28 a mediator acceptable to CONTRACTOR and AUTHORITY. The mediation shall take place in

1 the County of Riverside. Each Party shall be responsible for its own legal fees and other  
2 expenses incident to the preparation for mediation. If the dispute cannot be resolved by  
3 mediation, neither AUTHORITY nor CONTRACTOR will waive their rights to bring the  
4 appropriate legal action in a court of competent jurisdiction within the County of Riverside.

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

11 32. SURVIVABILITY OF TERMS. Provisions of this Contract that are not fully  
12 performed or are not capable of being fully performed as of the date of termination will survive  
13 termination of this Contract.

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

- 16 i. Exhibit A - Scope of Services;
- 17 ii. Exhibit B - RFP No. 2014-003;
- 18 iii. Exhibit C - Form HUD-5370-C (01/2017), General Conditions for Non-  
19 Construction Contracts; and
- 20 iv. Exhibit D - CONTRACTOR's Form of Proposal, submitted to the AUTHORITY  
21 on November 26, 2014 in connection with RFP No. 2014-003.

22 34. NOTICES. Any notice or other communication required or permitted under this  
23 Contract shall be sufficiently given if delivered in person or sent by one of the following  
24 methods: (1) registered U.S. mail, return receipt requested (postage prepaid); (2) certified U.S.  
25 mail, return receipt requested (postage prepaid); or (3) commercially recognized overnight  
26 service with tracking capabilities. Notices or communications shall be deemed properly delivered  
27 to the respective Parties at the addresses set forth below, or such other addresses provided by the  
28

1 Parties in writing, and are deemed submitted as of the date personally delivered or two days after  
2 their deposit in the Unites States mail postage prepaid or via overnight service:

3 Heidi Marshall	Nick Chudasama
4 Deputy Executive Director	President
5 Housing Authority County of Riverside	Inland Presort and Mailing Services
5555 Arlington Avenue	2025 Park Avenue, Suite 7
6 Riverside, California 92504	Redlands, CA 92373

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

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

12 37. ENTIRE CONTRACT. This Contract, including any attachments or exhibits,  
13 constitutes the entire Contract of the Parties with respect to its subject matter and supersedes all  
14 prior and contemporaneous representations, proposals, discussions and communications,  
15 whether oral or in writing. In the event of any conflict between this Contract and any other  
16 written agreement or acknowledgement, the terms of this Contract shall prevail. This Contract  
17 may be changed or modified only by a written amendment signed by authorized representatives  
18 of both Parties.

19  
20  
21  
22 (signatures on next page)

23  
24  
25  
26 (remainder of page intentionally left blank)



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

3  
4 "AUTHORITY"

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

8 By: Marion Ashley  
9 Marion Ashley, Chairman  
Board of Commissioners

10 Date: DEC 15 2015

"CONTRACTOR"

5 **INLAND PRESORT AND MAILING**  
6 **SERVICES**, a California corporation

8 By: Nick Chudasama  
Nick Chudasama, President

10 Date: 11/25/15

11  
12  
13 **ATTEST:**  
14 Kecia Harper-Ihem  
Clerk of the Board

15 [Signature]  
16 Deputy

17  
18 **APPROVED AS TO FORM:**  
19 Gregory P. Priamos, County Counsel

20  
21 By: Jhaila R. Brown  
22 Jhaila R. Brown, Deputy County Counsel

23  
24 Date: 11/30/15

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

1 ///

2 ///

3

**EXHIBIT "A"**

4

**SCOPE OF SERVICES**

5

6

**Inland Presort and Mailing Services**, a California corporation ("Contractor") shall provide the following services to the Housing Authority of the County of Riverside ("Authority" or "HACR") as required in the Contract for Mail Handling and Presort Service ("Contract"):

7

8

9

10

1. All services set forth in RFP No. 2014-003 for Mail Handling and Presort Service.

11

12

2. All services set forth in Contractor's proposal submitted to the Authority on XX 2015, in connection with RFP No. 2014-003.

13

14

15

3. Contractor shall, as required by applicable code, law or regulation, provide all required services at the following location: "HACR Main Office" 5555 Arlington Avenue, Riverside, CA 92504.

16

17

18

19

4. Contractor shall, at its expense, pick up daily mail during HACR's current hours of operation, Monday through Friday, 8:00 AM to 5:00 PM. Observed holidays excluded.

20

21

22

5. Contractor shall provide the HACR with no less than thirty (30) pick-up slips, as described below, on the first business day of every month.

23

24

25

6. Contractor may not pick up mail earlier than 3:30 PM. Letters must be sealed, metered postage applied, presorted and delivered to the U.S. Postal Service for inclusion in U.S. Postal Service's last mail delivery for that day or the next business day. Mail to be

26

27

28

1 postmarked and mailed out the same day if possible, however all mail must be mailed  
2 out no later than the next business day, or as quickly as current U.S. Postal Service  
3 policy allows.

4 7. Contractor shall return all undeliverable envelopes and/or documents to the HACR no  
5 later than the next business day.

6  
7 8. Contractor shall fold, stuff, and same-day mail out to approximately 1800 households on  
8 the first business day of the month. Authority shall provide Contractor with all window  
9 envelopes and inserts required on the first business day of the month. Fold and stuff  
10 projects must be picked up and mailed out the same day or no later than the next  
11 business day, or as quickly as current U.S. Postal Service policy allows.

12  
13 9. Contractor acknowledges and agrees that Authority shall not pay any postage fees in  
14 advance to Contractor. Contractor shall bill Authority monthly in arrears for actual  
15 metering, sorting, fold and stuff, and postage fees incurred. Contractor will be issued a  
16 purchase order upon award of Contract. Authority understands that postage rates may be  
17 increased anytime by the U.S. Postal Service and that such rate increases are beyond the  
18 control of the Contractor; provided however, Contractor shall provide Authority no less  
19 than thirty (30) day advance written notice of all U.S. Postal Service price increases as  
20 provided in Section 3.5 of the Contract.

21  
22 10. Contractor shall calculate postage fees according to the U.S. Postal Service's First Class  
23 and Standard Mail Workshare Discount rate. Workshare Discounts, as defined by the  
24 U.S. Postal Service, are an extended discount provided to mailers for presorting,  
25 prebarcoding, handling, or transporting of mail. Contractor shall also automatically  
26 extend any and all postage price decreases to the HACR.

1 11. Authority shall count, sort, and bundle mail each business day by program (Section 8,  
 2 HPRP, NSP, Fiscal/Procurement/Admin, Public Housing or Other, which consists of  
 3 every other piece of mail that does not fit into otherwise identified programs) each day  
 4 and record accurate numbers on Contractor provided pick-up slips.

5 12. Contractor shall use the following style pick-up slip for all mail counts:

6  
 7 **Sample Pick-Up Slip**

PROGRAM	# of LETTERS	# of FLATS	# of FOLD and STUFF
Section 8			
HPRP			
NSP			
Fiscal/Procurement/Admin			
Public Housing (PO#13629)			

13  
 14 13. Contractor shall use the following style billing slips:

15  
 16 **Sample Billing Format**

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

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**(remainder of page intentionally left blank)**

**EXHIBIT "B"**

**RFP NO. 2014-003**

**(behind this page)**

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "C"**

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

(behind this page)

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**EXHIBIT "D"**

**CONTRACTOR'S FORM OF PROPOSAL  
SUBMITTED IN RESPONSE TO RFP NO. 2014-003**

**(behind this page)**



U.S. Department of Housing and Urban Development  
Office of Public Housing  
Los Angeles Field Office, Region IX  
611 W. 6<sup>th</sup> Street, Suite 1040  
Los Angeles, CA 90017

AUG 24 2015

Ms. Heidi Marshall  
Executive Director  
Housing Authority of the County of Riverside  
5555 Arlington Ave.  
Riverside, CA 92504-2506

REC'D AUG 31 2015

Dear Ms. Marshall:

SUBJECT: Approval of Noncompetitive Proposal Contract Award

We have received and reviewed the Housing Authority of the County of Riverside's (HACR) request submitted with your letters dated June 17, 2015, to enter into a single source contract with Inland Mail and Presort Services for mail handling and presort service.

Inland Mail and Presort Services will provide mail handling and presort service for the HACR for a maximum of five (5) years based on the price analysis included in your documentation.

Based on our review of the submitted documents, and in accordance with 85.36 (d) (4) (i), we authorize this noncompetitive award. The maximum payment for the contract is not to exceed \$80,000 per year. The contract is not to exceed the five-year term ending June 30, 2020. Any further extensions of this noncompetitive proposal will require a new price analysis.

If you have any questions, please call Christopher Granger, at (213) 534-2767 or by e-mail at christopher.r.granger@hud.gov.

Sincerely,

Marcie Chavez  
Director  
Office of Public Housing